

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MARCH 06, 2017
7:30 P.M.**

**Meeting to be held at City Hall
301 West Main Street**

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 21, 2017:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Swearing In Ceremony- Fire Department Employees. A ceremony to swear in the City's newest firefighters: Scott Fletcher & LJ Knight.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

1. Project Status Report

CONSENT AGENDA

1. Special Assessment District No. 2017-04. Authorize Resolution No. 2 setting a public hearing for Monday, March 20, 2017 for proposed Special Assessment District No. 2017-04 for Chipman Street from South Street to Stewart Street to receive citizen comment regarding the necessity of the proposed project to resurface the street.

2. Rescind Authorized Public Agency Designation. Rescind the City's designation as an Authorized Public Agency as defined by the Soil Erosion and Sedimentation Control Act.
3. Donation Acceptance – New Roof for Paymaster Building. Authorize resolution accepting donation of and appreciation for a new roof for Woodard Paymaster Building from Weather Vain Roofing.
4. Emergency Purchase Authorization – Sludge Grinder. Authorize emergency purchase of one refurbished sludge grinder for the WWTP from JWC Environmental utilizing the Cutter Cartridge Exchange Program in the amount of \$9,325.00 and further authorize payment to the vendor upon satisfactory delivery of the equipment.
5. Professional Services Agreement – 2017 Street Program Engineering Services. Approve professional services agreement with Fleis & Vandenbrink, Inc. for design engineering and construction administration services related to the 2017 Street Program in an amount not to exceed \$120,500.00 and authorize payment up to the contract amount as terms of the contract are fulfilled.
6. Contract Authorization – Electrical Work at Curwood Castle. Waive competitive bidding requirements and authorize a contract with Ludington Electric for work to upgrade the lighting at Curwood Castle in an amount not to exceed \$7,000.00 and further authorize payment up to the contract amount upon satisfactory completion of the work or portion thereof.
7. Franchise Agreement Renewal – Charter Communications. Consider resolution setting franchise fees and renewing the Uniform Video Service Local Franchise Agreement with Charter Communications.
8. Warrant No. 539. Authorize Warrant No. 539 as follows:

Vendor	Description	Fund	Amount
Waste Management	Landfill charges- February 1, 2017 – February 15, 2017	Streets/ WWTP	\$ 5,983.82
Safebuilt, Inc.	Building department services- February 2017	General	\$12,893.33

ITEMS OF BUSINESS

1. Set Public Hearing – Skate Park Grant. Set a public hearing for Monday, March 20, 2017 to receive citizen comment regarding the proposed grant application for the skate park.
2. Pole Usage Presentation. A presentation addressing requests for use of the City's utility poles and right of ways and the level of local control in such situations.

COMMUNICATIONS

1. Nick Tereck, Historical Commission. Letter of Resignation.
2. Downtown Development Authority/Main Street. Minutes of February 1, 2017.
3. Historical Commission. Minutes of January 9, 2017.
4. Parks & Recreation Commission. Minutes of January 10, 2017.
5. Historical Commission. Minutes of February 20, 2017.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, March 20, 2017

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018
Parks & Recreation Commission – 2 terms expiring June 30, 2017
Parks & Recreation Commission – 2 terms expiring June 30, 2018

ADJOURNMENT

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF FEBRUARY 21, 2017
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: CITY MANAGER DONALD D. CRAWFORD

PLEDGE OF ALLEGIANCE: COUNCILMEMBER LOREEN F. BAILEY

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,
Councilmembers Loreen F. Bailey, Daniel A. Law, and Robert J. Teich,
Jr.

ABSENT: Councilmembers Burton D. Fox and Elaine M. Greenway.

APPROVE AGENDA

Motion by Councilmember Bailey to approve the agenda as presented.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 6, 2017

Motion by Councilmember Bailey to approve the Minutes of the Regular Meeting of February 6, 2017 as presented.

Motion supported by Councilmember Law and concurred in by unanimous vote.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

None.

CITY MANAGER REPORT

The City Manager had nothing to report at this time.

CONSENT AGENDA

Motion by Councilmember Bailey to approve the Consent Agenda as follows:

Mid-Michigan Custom Car Show Permission. Approve application of Andy Genovese on behalf of the Mid-Michigan Custom Car Show for use of Washington Street from Main Street to Mason Street and Exchange Street from Water Street to Park Street from 7:00am to 6:00pm on Sunday, May 21, 2017 for the Mid-Michigan Custom Car Show and authorize Traffic Control Order No. 1366 formalizing the request.

Amendment No. 1 to Addendum No. 2 – Collection System SAW Grant. Authorize Amendment No. 1 to Addendum No. 2 to the City's contract with Orchard Hiltz and McCliment for additional professional services related to the Water Reliability Study component of the SAW Grant for the collection system in an amount not to exceed \$19,200.00 and further authorize payment for the additional services up to the not to exceed amount upon satisfactory completion of the work requested as follows:

RESOLUTION NO. 21-2017

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1-2 TO ADDENDUM NO. 2 OF
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors on April 6, 2015 to provide engineering related services necessary to complete the activities required by the SAW Grant for the collection system; and

WHEREAS, the city and utility director desire to expand the contract to include additional services for completing GIS database development, modeling and calibration services, and assembly of the MDEQ final report and analysis as required for the Water Reliability Study and General Plan as outlined in Addendum No. 2.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend Addendum No. 2 to the contract with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors approved by Resolution 26-2015 on April 6, 2015, to include additional services for the completion of Tasks 2, 3, and 4 for GIS database development, final report analysis for MDEQ, and modeling and calibration services, as required by the Michigan Department of Environmental Quality for completion of the Reliability Study and General Plan, to be known as Amendment No. 1-2.

SECOND: The accounts payable department is authorized to submit payment to OHM Advisors for professional services, up to and including Amendment No. 1-2 to Addendum No. 2, in an amount not to exceed \$58,150.00 for engineering services to complete the Water Reliability Study and General Plan.

THIRD: The above expenses shall be paid from the water fund account 591-553-818000.

Warrant No. 538. Authorize Warrant No. 538 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Worker's Compensation Fund	Fourth installment for FY 16/17	Various	\$20,060.00
Logicalis, Inc.	Network engineering for January 2017	General/ Filtration	\$ 6,272.00
Safebuilt, Inc.	Building department services- January 2017	General	\$10,740.00

William C. Brown, P.C.	Professional services- January 10, 2017 – February 13, 2017	General	\$ 7,829.12
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Check Register—January 2017. * Affirm check disbursements totaling \$1,808,838.79 for the month of January 2017.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Mayor Pro-Tem Osika, Councilmembers Bailey, Teich, Law, and Mayor Eveleth.

NAYS: None.

ABSENT: Councilmembers Fox and Greenway.

ITEMS OF BUSINESS

None.

COMMUNICATIONS

Larry D. Cook City Assessor. March Board of Review – Assessment Changes.
N. Bradley Hissong, Building Official. January 2017 Building Department Report.
N. Bradley Hissong Building Official. January 2017 Code Violations Report.
Kevin D. Lenkart, Public Safety Director. January 2017 Police Report.
Kevin D. Lenkart, Public Safety Director. January 2017 Fire Report.
Planning Commission. Minutes of January 23, 2017.
Parks & Recreation Commission. Minutes of January 24, 2017.

CITIZEN COMMENTS AND QUESTIONS

None.

NEXT MEETING

Monday, March 06, 2017

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018
Parks & Recreation Commission – 2 terms expiring June 30, 2017
Parks & Recreation Commission – 2 terms expiring June 30, 2018

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 7:33 p.m.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

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

PROJECT STATUS REPORT--MARCH 6, 2017			
0	PROJECT TITLE	PROJECT DESCRIPTION	PROJECT STATUS --1 new project, 2 updated project, 3 no change in project
1	Brush collection	Collect brush from properties throughout the city.	The next collection is scheduled to begin March 29.
1	Catch basin cleaning	Clear catch basins of debris.	The grates covering catch basins throughout the city are being cleared of leaves, twigs and other debris so that water will not stand in the streets.
1	Osburn Lakes Phase 1 lot sales	Marketing of lots by Century 21--Looking Glass.	A marketing program has been implemented which includes advertising, marketing brochures and signage. Lot 79 Osburn Lakes - 1130 Jackson Drive has been sold, with the construction of a new dwelling proposed.
1	2017-18 budget	Prepare and adopt budget for the fiscal year beginning July 1, 2017.	Budget preparation is underway, with the initial presentation to the city council scheduled for April 3. Items relatively fixed (such as existing personnel, fuel, insurances, utilities) are being projected. Departmental budgets have been received.
1	Oliver Street (Washington Street to Oak Street)	Reconstruct the street and replace utilities.	The contract has been awarded Special assessment resolution #4 will be acted on April 17. MDOT has opened and reviewed bids and will be awarding the contract.
1	Chipman Street (South Street to Stewart Street)	Rehabilitate and resurface the street following installation of a new water main.	Design engineering is underway, with final plans scheduled for completion by May 8 with construction scheduled to start in July. Resolution #2 is scheduled for action March 6 and resolution #3 (public hearing) scheduled for March 20.
1	Stewart Street (Chestnut Street to Chipman)	Rehabilitate and resurface the street following installation of a new water main.	Design engineering is underway with final plans scheduled for completion by May 8 with construction scheduled to start in July. Resolution #2 is scheduled for action March 20 and resolution #3 (public hearing) scheduled for April 3.
1	Chipman Street (Oliver Street to King Street)	Rehabilitate and resurface the street.	Design engineering is underway with final plans scheduled for completion by May 8 with construction scheduled to start in July. Resolution #2 is scheduled for action April 17 and resolution #3 (public hearing) scheduled for May 1.
1	Chipman Street (Willow Spring Street to Harding Street)	Rehabilitate and resurface the street.	Design engineering is underway with final plans scheduled for completion by May 8 with construction scheduled to start in July. Resolution #2 is scheduled for action April 17 and resolution #3 (public hearing) scheduled for May 1.
1	Center Street (King Street to North Street)	Rehabilitate and resurface the street following installation of a new water main.	Design engineering is underway with final plans scheduled for completion by May 8 with construction scheduled to start in July. Resolution #2 is scheduled for action April 17 and resolution #3 (public hearing) scheduled for May 1.

1	South Washington Street modification	Because of the roadway alignment and traffic movements, there is a high accident count on South Washington Street between Corunna Avenue and Gute Street.	Two grant applications have been submitted to MDOT. The first application was under the Transportation Economic Development Fund and the second under the Transportation Federal Local Safety Program. It was a good application but the competition was very high this year. MDOT recently responded that "out of 31 applications received, only eight grants were awarded. If you plan to re-submit, we will be opening the FY 2018 call for Category F projects on March 1, with a deadline of Monday, May 2, 2017."
1	Election and voting equipment upgrades	All jurisdictions in Shiawassee County will be upgrading voting equipment.	Clerks from county jurisdictions gathered in February to meet with vendors and to discuss how to proceed.
1	Agenda preparation software evaluation	Looking at alternative agenda preparation and tracking software prior to seeking proposals.	The process has started in looking at software vendors and in preparing a request for proposals.
1	Annual water quality report	Annually the city must prepare and publish a water quality report. The report must be submitted to the Michigan Department of Environmental Quality (DEQ).	The 2017 Annual Water Quality Report is being prepared for submission to DEQ and mailing to customers.
1	Middletown water project	Caledonia Charter Township is in the process of preparing an application for an United States Department of Agriculture grant to install new and upgraded watermain in the Middletown area.	At some point, the city of Owosso will be required to modify the agreement to provide water service to Caledonia Charter Township so that the township will comply with the grant requirements.
2	Shiawassee Sanitary Landfill	Enter into a consent order with DEQ to define and limit responsibility for the former Shiawassee Sanitary Landfill. Proceed with installation of water services to the residential area near the site.	A contract has been signed with the low bidder for design and installation of water services. Meetings were held with the property owners on August 31 and September 28. Because of issues raised, construction was postponed until spring 2017. A meeting was held with Owosso Township officials February 2 to discuss connection issues.
2	I-69 International Trade Corridor Next Michigan Development Corporation	Participate in a proposal to have Owosso execute an interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation.	The next meeting will be at 9:00 a.m. on Tuesday, April 11 at Bishop Airport. Meetings are held on the second Tuesday of February, April, June, August, October and December.
2	Automatic meter reading system and meter replacement	The city proposes to replace most of the obsolete and broken water meters with new meters that can be automatically read through a radio-controlled reading system without entering homes.	Bids were opened on September 6 and have been analyzed. Staff has met with another city where a similar system was recently installed. A contract will be finalized with the recommended bidder and submitted to the city council in February or March.
2	Heintz well replacement	The Heintz well is beyond rehabilitation and must be replaced.	The roadway to provide access has been completed. Specifications for the wellfield are being prepared for submission to the DEQ.

2	Quicklime bid	Obtain and award a bid for the annual quicklime needs at the water treatment plant.	A bid was awarded for 1,000 tons of quicklime for which removal will soon resume, weather permitting.
2	Crack sealing and patching	Seal cracks and repair street defects throughout the city.	City workers have completed crack-sealing those streets scheduled for surface treatments this year. Dura patching and crack-sealing will now move through other portions of the city.
2	Wayfinding signs	Install signs at key locations throughout the community to give directions to points of interest.	The first six signs have been installed.
2	Skate park	The parks and recreation commission, working with interested youth and some adults, is proposing to relocate the skate park to Grove Holman Park with a new layout.	Parks and recreation members are working on a plan to be used in seeking a state of Michigan recreation grant. The 2017 grant deadline is nearing which will require the calling of a public hearing at the March 6 city council meeting or deciding to postpone until a later grant opportunity.
2	Qdoba site cleanup	The site at the southwest corner of Main and Gould Streets was contaminated with waste from a dry cleaner and a former gasoline station.	The cleanup has been completed, and the development is proceeding with completion anticipated by June.
2	Parks and recreation master plan	Prepare a revised master plan for submission to the Michigan Department of Natural Resources.	It has been discovered that Owosso's plan is good until December 31, 2017, as DNR uses acceptance date rather than plan date, which will give more time to rewrite and perfect the plan.
2	Marijuana inquiries	Battle is on for control of Michigan's marijuana market	On September 21, Gov. Rick Snyder signed into law three bills that together establish a framework of protections and regulations for medical marijuana businesses, along with increased protections for those who consume non-shockable forms of medical marijuana. The city council studied the matter on January 30 and requested staff to report back with recommendations within 90 days. On February 28, Michigan State University held a workshop, which was attended by three Owosso plan commission members, a councilmember and three staff members.
2	Bentley Park ice rink	Annually the city sets up an ice skating rink in Bentley Park.	The Bentley Park ice rink has been taken down, since it would be unusual for ice to freeze for skating this late in the season.
2	Curwood Castle Park renovation	Improve Curwood Castle Park by making improvements to the historic park in which Curwood Castle and other buildings are located.	Application was made for a Michigan Department of Natural Resources Passport Grant for \$45,000 to make improvements to the park, including parking, sidewalks, lighting and landscaping. The grant has been awarded. Detailed plans are now being prepared for seeking bids.

2	Facade grants	The city has qualified for state facade grants in the downtown area.	Six projects were initially approved. Two property owners have dropped out and two property owners are requesting to be substituted.
3	WiFi equipment on city rights-of-way and poles	The city has received two proposals which are being evaluated.	Two proposals are being evaluated, with agreements being prepared to permit use of city rights-of-way and poles which are currently not covered. A preliminary presentation is scheduled for the March 6 city council meeting.
3	Huron & Eastern Railroad	Contact the Huron & Eastern Railroad concerning abandoned right of-way running south from the mainline near Chestnut Street.	Contact has been made with the railroad, which is considering the city's request.
3	Screens for wastewater plant	Replace screens and press at the wastewater treatment plant which have reached life expectancy.	Bids have been awarded, and the screens are being fabricated. The units will be installed at the treatment plant during the summer when flow should be low.
3	Stormwater, Asset Management, and Wastewater (SAW) Program	The city was awarded \$1,373,938 in the form of two SAW grants, one for the treatment plant and one for the collection system. C2AE is responsible for the wastewater treatment plant and OHM is responsible for the collection system.	OHM has developed a database on the existing collection system including condition and flows. System televising and initial cleaning are complete. Separate specifications are being prepared for televising and cleaning the major trunkline between M-52 along the river to the wastewater treatment plant. A preliminary report will soon be available. C2AE continues to evaluate the treatment plant and prepare specifications for making improvements.
3	Wastewater collection and treatment system consent order	The city has been under a Michigan Department of Environmental Quality (DEQ) consent order because of discharges into the Shiawassee River.	The 2016 February status report was prepared and filed with DEQ. In 2015 the city had no discharges because of improvements to the collection system and few heavy rainfalls. A new status report is being prepared.
3	Wastewater treatment plant operating permit	The city annually must obtain from the Michigan Department of Environmental Quality (DEQ) a wastewater treatment plant operating permit.	The application for renewal has been filed with DEQ and is being reviewed. The issuance of a permit was anticipated in July or August. To date there has been no response.
3	Roadway and water mains to serve SONOCO, Cargill and nearby areas	Design and construct a roadway to serve the properties and construct a water main from Oliver to Bennett Field Drive and from Chipman to King.	The contractor has completed construction of the water main from Chipman to King and the west leg to Chestnut Street, including the bore under the railroad. Construction has ceased until spring.
3	Standard & Poor's bond rating	Request that Standard & Poor's review and hopefully upgrade the city's bond rating from an A to AA, which would allow the sale of bonds at a better (lower) interest rate.	Because of the fees involved a new rating might not be financially prudent. Standard & Poor's has recommended that the city wait until 2017 when a new fee schedule will be in place.

3	Ambulance purchase		Purchase a replacement ambulance for delivery in 2017.		The ambulance has been delivered and final preparation is underway. State approval has been scheduled and it is expected that the ambulance will be placed in operation during March.
3	Small truck purchase		Specifications have been prepared for the purchase of four replacement pickup trucks for vehicles that are 15 to 20 years old.		The bid was awarded November 21 and three of the four trucks have been delivered.
3	Zoning ordinance revisions		The planning commission is revising various portions of the zoning ordinance.		The planning commission is in the process of rewriting provisions pertaining to signs.
3	Disc golf course		Install a disc golf course near Hopkins Lake.		A layout at Hopkins Lake property has been developed with little conflict with hiking paths. Preliminary preparation is underway for installation of the baskets.



MEMORANDUM

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

DATE: March 6, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Chipman Street Resurfacing – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. Chipman Street, from South Street to Stewart Street, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street approximately 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its January 3, 2017 meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Tonight, City Council is asked to act upon Resolution No. 2 for the proposed improvement.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

Chipman Street, Public Street, from South Street to Stewart Street

Special Assessment Resolution No. 2 for Chipman Street

Special Assessment District No. 2017-04

Chipman Street, Public Street,
from South Street to Stewart Street

RESOLUTION NO.

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

Chipman Street, Public Street, from South Street to Stewart Street; Resurfacing

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$872,595.00 and determines that \$107,187.60 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$765,407.40 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, March 20, 2017 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Chipman Street, Public Street, from South Street to Stewart Street

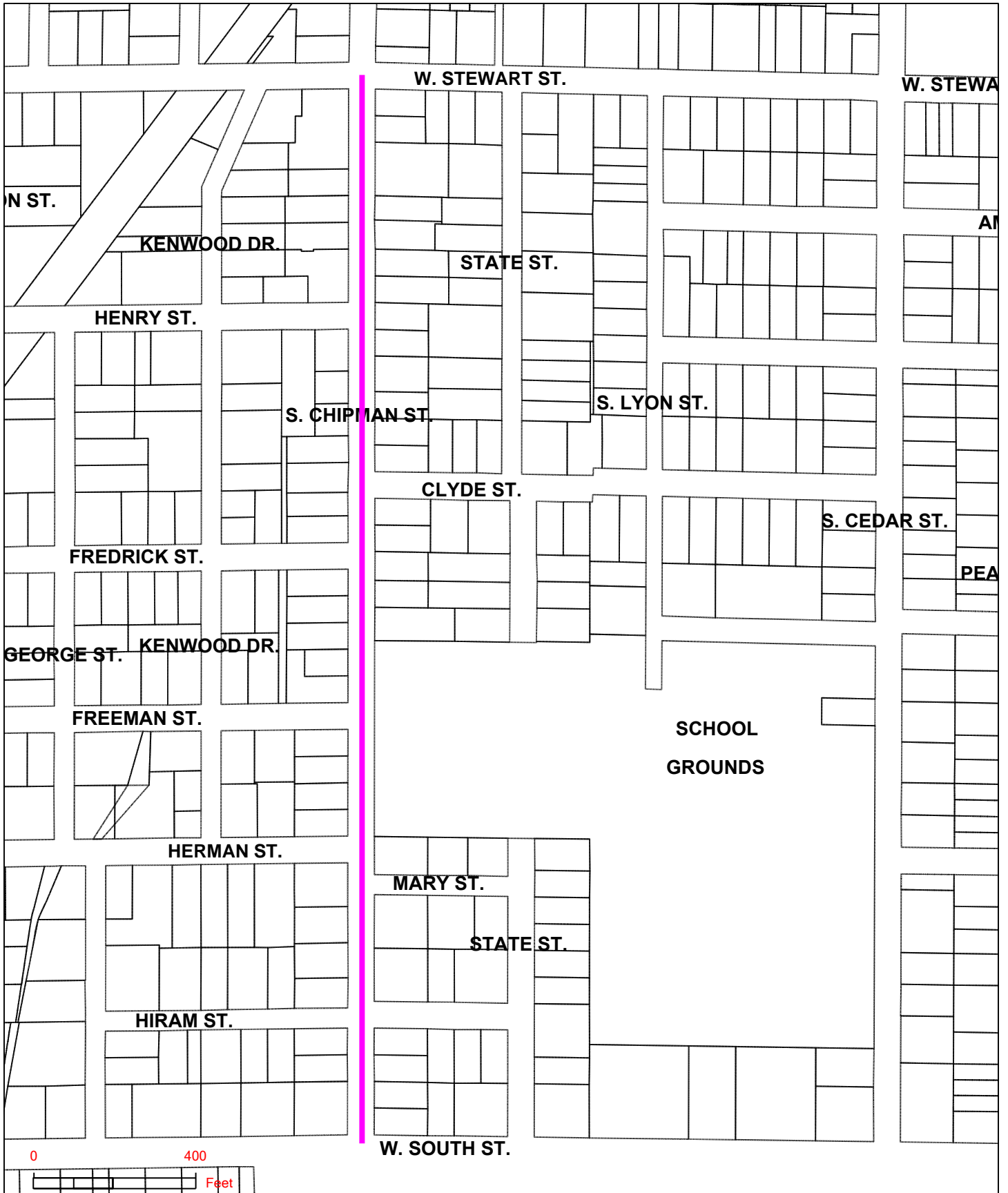
TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Resurfacing.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, March 20, 2017 for the purpose of hearing any person to be affected by the proposed public improvement.

OWOSSO





MEMORANDUM

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

DATE: March 2, 2017

TO: Mayor Eveleth and the Owosso City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: Rescinding the Authorized Public Agency Designation

RECOMMENDATION:

Rescind the City's designation as an Authorized Public Agency as defined by the Soil Erosion and Sedimentation Control Act.

BACKGROUND:

In October of 1981 the City applied to the DNR, and received designation as an Authorized Public Agency enabling City crews to undertake earth change activities without first having to obtain soil erosion and sedimentation control permits. Changes to personnel over the course of the last few years have left the City without an employee with the qualifications to oversee earth change activities as required by Part 91 of the Natural Resources and Environmental Protection Act, leading to the request to rescind the Authorized Public Agency designation. Going forward all earth change activities undertaken by the City will be subject to the permit process at the County.

As a point of information I have attached the original resolution from 1981 requesting the Authorized Public Agency designation.

FISCAL IMPACTS:

The City will be required to pay the County for permits when required.

RESOLUTION NO.

**RESCINDING THE CITY'S DESIGNATION
AS AN AUTHORIZED PUBLIC AGENCY
OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY'S
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM**

WHEREAS, Part 91, Soil Erosion and Sedimentation Control (Part 91), of the Natural Resources and Environmental Protection Act provides for the control of soil erosion and protects adjacent properties and the waters of the state from sedimentation; and

WHEREAS, Part 91 generally requires a permit for any earth change activity which disturbs one or more acres of land or which is within 500 feet of a lake or stream; and

WHEREAS, on October 19, 1981 the City Council approved a resolution entitled "City Designated Authorized Public Agency – Soil Erosion" making formal application to the Michigan Department of Natural Resources seeking designation as an Authorized Public Agency enabling City crews to undertake earth change activities without first having to obtain soil erosion and sedimentation control permits from the county; and

WHEREAS, the City was officially designated an Authorized Public Agency under Part 91 on January 7, 1982; and

WHEREAS, the City now seeks removal of the designation as it has repealed its soil erosion and sedimentation control program via Ordinance No. 777 and no longer possesses the qualifications to remain an Authorized Public Agency under the terms of Part 91.

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

- FIRST: the City relinquishes its title as an Authorized Public Agency under Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act, as of the effective date of Ordinance No. 777.

CITY DESIGNATED AUTHORIZED PUBLIC AGENCY – Soil Erosion

WHEREAS, the City of Owosso supports the purpose and intent of the State of Michigan to provide for the control of soil erosion and to protect the waters of the state from sedimentation as established in the Soil Erosion and Sedimentation Control Act and its General Rules, and

WHEREAS, the City of Owosso has adopted an ordinance to prevent soil erosion and sedimentation from non-agricultural development within the corporate boundaries of the City of Owosso by requiring proper provisions for water disposal and the protection of soil surfaces during and after construction, in order to promote the safety, public health, convenience and general welfare of the community, and,

WHEREAS, the City of Owosso desires to be designated as an authorized public agency by the Department of Natural Resources to enable its work forces to conduct earth change activities pursuant to the provisions of the Soil Erosion and Sedimentation Control Act, its General Rules and the technical requirements of the soil erosion ordinance adopted by the City of Owosso.

NOW THEREFORE BE IT RESOLVED, the City of Owosso requests the Department of Natural Resources to designate the City of Owosso as an authorized public agency,

AND BE IT FURTHER RESOLVED, the City of Owosso serving as an authorized public agency will follow the provisions of the Soil Erosion and Sedimentation Control Act, its General Rules and the technical requirements of the soil erosion control ordinance adopted by the City of Owosso.

I hereby certify that the foregoing document is a true and complete copy of action taken by the Owosso City Council at the regular meeting of November 4, 1981.



Amy K. Kirkland, City Clerk

RESOLUTION NO.

**ACCEPTANCE AND APPRECIATION FOR DONATED ROOF
AT CITY OWNED WOODARD PAYMASTER BUILDING**

WHEREAS, the city of Owosso owns and uses a historic building known as the Woodard Paymaster Building; and

WHEREAS, the city council may receive on behalf of the city any grant, devise, bequest, donation, gift or assignment of money, bonds or chooses in action, or of any property, real or personal, and accept the same, so that the right and title to the same shall pass to the city; and

WHEREAS, Weather Vain Roofing has offered to provide all materials and will install a new roof on this historic building; and

WHEREAS, such a feature would become property of the city to own, operate, and maintain after installed.

NOW THEREFORE BE IT RESOLVED THAT the Owosso City Council hereby accepts donation of materials and services to install a roof on the historic Woodard Paymaster Building and expresses appreciation to Weather Vain Roofing for this donation to the city.



MEMORANDUM

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

DATE: March 1, 2017

TO: City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: Emergency Procurement Sludge Grinder - Wastewater Treatment Sludge Thickening Process

RECOMMENDATION:

Authorization to purchase one sludge grinder unit, utilizing the "Cutter Cartridge" exchange program, from the original equipment manufacturer (OEM) JWC Environmental of Santa Ana, California.

BACKGROUND:

This is a sole source purchase as this equipment is only available through the OEM. The exchange program allows for a much faster delivery time for an overhauled replacement unit upon placement of order. The existing unit will remain in place and operated until failure or when the new exchange unit is delivered. The worn out unit will then be shipped to the OEM. Other options available are 1) pull and send the unit in for special refurbishment/repair and return, which will take too much time for turnaround for the same exchange program cost, or 2) purchase a new unit at nearly double the cost of an overhaul exchange program replacement.

FISCAL IMPACTS:

Equipment expense in the amount of \$9,325.00 will be provided from the FY2016-2017 Capital Budget replacement fund 599-901-977.000.

Document originated by:

Glenn M. Chinavare, Utility Director

Attachments: (1) Resolution
(2) OEM Quote

RESOLUTION NO.

**AUTHORIZING EMERGENCY PURCHASE
FROM JWC ENVIRONMENTAL
FOR ONE REFURBISHED SLUDGE GRINDER
FOR USE AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the replacement of a sludge grinder for the sludge thickening treatment process, and

WHEREAS, the existing sludge grinder is near failure due to wear, and it has been determined that immediate replacement with original equipment manufacturer (OEM) replacement parts is required to restore full capacity. The OEM, JWC Environmental, has provided pricing and availability of a refurbished sludge grinder at a cost of \$9,325.00 utilizing its Cutter Cartridge Replacement Program, and

WHEREAS, the City Public Services and Utilities Director has reviewed the necessity of replacement and the pricing provided from JWC Environmental, and has verified the replacement parts needed to restore the sludge thickener to full capacity, and recommends authorizing JWC Environmental to provide the required sludge grinder in an amount not to exceed \$9,325.00.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with JWC Environmental of Santa Ana, California for the purchase of one refurbished sludge grinder for use at the Wastewater Treatment Plant utilizing the Cutter Cartridge Exchange Program.
- SECOND: The accounts payable department is authorized to submit payment to JWC Environmental in an amount not to exceed \$9,325.00 upon delivery of the required component.
- THIRD: The above expenses shall be paid from account no. 599-901-977.000.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5036486

Owosso, City of
301 W. Main Street
Owosso, MI 48867
US

Quote Number: 37475

Quote Date: 02/27/2017

Terms: NET 30 DAYS

Pricing: Valid 60 Days

FOB: Origin

Lead Time: 3-4 Weeks ARO both ways
**Shipping & Handling included
in the price**

Grinder Serial #: 103366-1-1

989-725-0572

Project: City of Owosso

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	30004T-0012 Exchange Return Expected Return Grinder SN:103366-1-1	1	\$0.00	\$0.00
30004T-0012	30004T-0012 Exchange 11 Tooth cam cutters 1:1 Stack Alloy Steel Buna N Elastomers Motor Type Electric Less Motor Less Reducer Less Unibody Less Spool Grinder SN:TBD ***** Paint: Epoxy Green	1	\$9,325.00	\$9,325.00
CORERT	Core Return ***** CORE RETURN Please return your unit within 30 days to activate the Warranty on your Recondition Cutter Cartridge and to qualify you for the future Exchanges. Return equipment to: ***** JWC Environmental 2600 South Garnsey Street Santa Ana, CA 92707	1	\$0.00	\$0.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00



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2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please verify serial number is correct.

Sub Total	\$9,325.00
Tax	
Total	\$9,325.00

Notes:

1. Please fax or mail a purchase order for the total amount and we can process your order.
Please include the following:
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Please reference our quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Call or e-mail with any questions or concerns.

Thank-You for your Business!

JWC Environmental LLC
Erik Martinez
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 37475**

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Please select a shipping method:

☐ Prepay & Add to Invoice

☐ Collect Account #: _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 549-4007

Email servicesales@jwce.com

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Call Customer Service at (800) 331-2277 for credit card processing.

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107



MEMORANDUM

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

DATE: March 6, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Professional Engineering Services for 2017 Street Resurfacing Project

RECOMMENDATION:

Acceptance of the proposal provided from Fleis & Vandenbrink Inc. in the amount of \$120,500.00 for engineering design and construction services for the 2017 Street Resurfacing Projects, and authorization for the Director of Public Services to enter into a professional services agreement with Fleis & Vandenbrink for said services. Funds for these services will be issued from the street bonds and water fund.

BACKGROUND:

On February 24, 2017, the City received proposals from three of its four QBS selected firms. Professional engineering services are required for water main design, complete construction plans, and construction oversight during construction phase. These services are required for quality control of the project and compliance with MDEQ requirements. All proposals were evaluated, with Fleis & Vandenbrink, Inc. being considered the most qualified firm to perform these services. A copy of Fleis & Vandenbrink proposal is included in the meeting packet.

Competing firms were:

- Spicer Group proposal..... \$258,000.00
- ENG proposal..... \$238,400.00
- Fishbeck, Thompson, Carr & Huber.....No proposal submitted

FISCAL IMPACTS:

MDEQ requires quality control from a professional engineer for water main design and placement. The City desires quality control from a professional engineering firm to complete its road projects. Funds for this work are available in the following funds and amounts: Major Street Construction, Acct No. 202-451-881.000 (\$79,800.00) and Water Mains & Hydrants, Acct No. 591-901-972.000 (\$40,700.00).

ENCLOSURES: Resolution awarding contract to Fleiss & Vandenbrink, Inc.
RFP 2017 Street Resurfacing Projects
Addendum No. 1, 2017 Street Resurfacing Projects
Fleiss and Vandenbrink Cost Proposal

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK, INC.
FOR THE 2017 STREET RESURFACING PROJECTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the necessary resurfacing of various streets as outlined within its RFP for professional engineering services; and

WHEREAS, this project requires the services of a professional engineering firm; and

WHEREAS, the City sought proposals from its QBS list of firms to perform such work; and

WHEREAS, Fleis & Vandenbrink, Inc. is selected as the most qualified firm to perform such work and offers to complete full design and construction administration services of said project in return for compensation in an amount not to exceed of \$120,500.00.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of Fleis & Vandenbrink, Inc. to provide professional engineering services for the 2017 Street Resurfacing Projects.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Addendum No. 3 to an Agreement for Professional Engineering Services between the City of Owosso, Michigan and Fleis & Vandenbrink, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$120,500.00 to Fleis & Vandenbrink, Inc. upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from the Major Street Construction, Acct No. 202-451-881.000 (\$79,800.00) and Water Mains & Hydrants, Acct No. 591-901-972.000 (\$40,700.00) and other funds as appropriated.

**ADDENDUM 3 TO AN AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK, INC.**

This addendum is attached and made part of the agreement for professional engineering services dated July 1, 2014 between the city of Owosso, Michigan (City) and Fleis & Vandenbrink, Inc. (Engineer) providing for professional services.

**PROJECT NAME
2017 STREET PROGRAM**

PROJECT SCOPE OF WORK

The project scope of work is attached as **Request for Proposal City of Owosso 2017 Street Program and Addenda.**

SCHEDULE

The schedule for the project: **commencing June 1, 2017 and tentative completion as September 1, 2017 with holidays considered.**

COMPENSATION

The cost proposal of the engineer for the project is attached: Design Engineering not-to-exceed \$30,400.00 and Construction Administration not-to-exceed \$90,100.00. The engineer shall submit for payment based on monthly progress of the work.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Approved by City Council March 6, 2017.

For the ENGINEER:
Fleis & Vandenbrink, Inc.

For the CITY:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2017

Executed: _____, 2017

REQUEST FOR PROPOSAL CITY OF OWOSSO 2017 STREET PROGRAM

BACKGROUND:

The city of Owosso proposes some street improvements during the 2017 construction season. The work is funded by internal city funds and will be administered by the city of Owosso. City engineering is designing the work and preparing construction plans and project documents. Work scope is combination of resurfacing or rehabilitation using general 3R concepts for repair. The MDOT 2012 Standard Specifications for Construction will govern technical specifications with exception by either city standard or special provision; those exceptions will be clearly written into the construction contract. The City will combine the work sites into two construction contracts as outlined within this RFP. The city will receive contractor bids and sign contracts with successful bidders. The City will secure soil erosion permits in advance of construction. The City will coordinate utility matters during design phase. The City requires consultant services to perform construction administration for each of the construction contracts:

1. 2017 Street Resurfacing Projects, Phase 1. Project sites are Chipman Street, from South Street to Stewart Street; and Stewart Street, from Chestnut Street to Chipman Street. Scope of work for both is pavement rehabilitation, storm structure replacement, ADA sidewalk ramps, and select curb and gutter replacement; altogether with related work. Estimated construction cost is \$1,794,500.00. Project sites may be done concurrently with some restriction. Contract schedule should be estimated as 90+/- calendar days with work commencing June 1, 2017 and tentative completion as September 1, 2017 with holidays considered. A preliminary set of plans are included with this RFP. The city is at Grade Inspection stage and will meet with utilities in the near future. Consultant encouraged to lending its opinion as to whether schedule is sufficient.
2. 2017 Street Resurfacing Projects, Phase 2. Project sites are Chipman Street, from Oliver Street to King Street; Chipman Street, from Willow Springs Drive to Harding Street; and Center Street, from King Street to North Street. Scope of work for all is resurfacing, storm structure replacement, ADA sidewalk ramps, and select curb and gutter replacement; altogether with related work. Estimated construction cost is \$384,900.00. Project sites may be done simultaneously. Contract schedule should be estimated as 53+/- calendar days with work commencing June 19, 2017 and tentative completion as August 11, 2017 with holidays considered. Plans are yet in development stage. Consultant encouraged to lending its opinion as to whether schedule is sufficient.

PRELIMINARY SURVEY AND DESIGN

Storm structures for Phase 1 work sites were surveyed by Landmark Surveying. That information is incorporated onto the construction plans. Copy of that survey work is included for information. The sewer mains are televised and coded; the City has not yet received the reports. Early reporting suggests spot repairs of sewer mains may be added to the work scope. No pavement cores were performed. Native soils for Owosso

streets have historically been found suitable for building roads. Geotextile separator is included in the design as a conservative measure to enhance pavement performance over these soils. Poor soils will be excavated and filled as part of the project (subgrade undercutting). Pavements are designed by the City using ASSHTO pavement design guidelines.

UTILITY WORK:

Utility companies have received preliminary plans for Phase 1 project. City staff will meet with utility companies on February 15, 2017 to hear their comments. Any private utility work will be incorporated into the work plan with expectation that it will be completed in advance of road construction. At time of this RFP, it may be reasonably expected that Consumers Energy gas may wish to relocate their utility in advance of construction; the work schedule may have to be adjusted for utility relocation. The City will meet with utility companies on a future date to discuss the Phase 2 project, when plans are available.

CONSULTANT SERVICES:

For both projects; Consultant will conduct pre-construction meeting and take over construction administration services after city issues contract to successful construction bidder. Consultant's services should be based upon construction schedules as set forth within this RFP. The city of Owosso restricts construction work as 7:00 am to 7:00 pm, Monday through Saturday, with no work allowed on Sunday or national holidays. Consultant advised to build construction schedule based upon up to 50 construction work hours per week. Services shall include land surveyor, field personnel to suffice construction observation requirements, office personnel for record keeping using MDOT Project Manager software, review and forward contractor payment requests to City Engineer, review and submit construction modifications to City Engineer, materials testing, general oversight and management of contractor's work and report to City Engineer as to field matters and changes; altogether with related construction administration services not specifically listed herein. Consultant's services shall include:

1. The city of Owosso will set up and invite stakeholders to the preconstruction meeting. The Consultant will attend and administer the preconstruction meeting.
2. Coordinate project with utilities for their relocation in advance of road construction. Administer utility concerns/conflicts during road construction phase.
3. Provide all necessary construction staking and general surveying of project, as needed to ensure proper grades, slopes, and road alignment measures are correct and in accordance with the plans and directions of the City Engineer.
4. Materials testing procedures will be administered by consultant. Material acceptance for geotextile separator and crushed limestone will be by certifications. Materials testing and density controls for other products will be performed by Consultant in accordance with MDOT procedures and the MDOT 2012 Standard Specifications for Construction.
5. Consultant's field staff will administer routine field matters with contractor. Any issues that may require construction modifications (change orders) must be coordinated with the City Engineer.

6. Consultant will administer routine questions, requests, claims of residents affected by construction. Consultant will monitor detour route and advise City Engineer as to any changes or modifications.
7. Provide project close-out services to satisfaction of City.
8. Produce all final documents and files at completion of project to City.
9. Any other services not specifically listed herein that are necessary to carry out Construction Administration services. Consultant should explain other services that should be considered with this RFP, with pricing, in the form of 'Supplemental Services'.

ADDITIONAL SERVICES

Any additional services after acceptance of proposal will be administered as a Contract Amendment that must be approved by City Council, and change ordered to Consultant's Purchase Order, prior to the start of any additional work.

REQUIREMENTS:

Scope of services shall be performed in compliance with:

1. MDOT standards, procedures, and City oversight.
2. MDEQ and City of Owosso standards.

ATTACHMENTS AND REFERENCES:

The following attachments and references are part of this proposal:

1. Master Agreement between the City of Owosso and Consultant: by reference.
2. MDOT 2012 Standard Specifications for Construction, its Standard Plans, its policies and procedures for field inspection and materials testing; all by reference.
3. MDEQ and AWWA standards for water main; all by reference.
4. Survey information, by attachment.
5. Preliminary plans for Phase 1 work sites, by attachment.

COMPENSATION FOR SERVICES:

The City agrees to pay the Consultant as full compensation for services rendered as set forth in this contract in the form of Cost-Not-To-Exceed as agreed upon under the Contract. Periodic progress payments shall be made on a monthly schedule, based upon effort. Additional compensation must be agreed to between both parties, in advance as stated in the Additional Services section of this RFP.

SUBMITTALS EXPECTED FROM CONSULTANT:

Consultant must submit four (4) copies of written proposal to the City of Owosso's contact person no later than 3:00 p.m., Tuesday, February 21, 2017 to be considered. Please include within your proposal, a brief letter of understanding and scope of services that will be performed under this agreement. Please include information regarding firm background and experience relative to this project's scope of work. Please include any specialized knowledge and qualifications that are specific to this project. Consultant's proposal should include:

1. Consultant's team members and role.

2. Consultant's familiarity with projects of this type with examples (three maximum) of similar projects.
3. Consultant to affirm that given current workload and current capacity, how it may accomplish the project within the required time period.
4. Level of Effort Estimate with classification and hour distribution of each team member, in tabular form.
5. Consultant may expect receiving its Notice-to-Proceed on March 13, 2017.
6. Cost Proposal in Lump Sum form, identifying all costs for services offered as outlined in this proposal, plus any other anticipated costs (list as supplemental or optional) that Consultant believes should be added to complete services to the City.

ISSUING OFFICE:

This RFP is issued by the City's Department of Public Services. All correspondence, questions, and additional information regarding the RFP shall be addressed in written form and submitted no later than seven (7) days prior to the proposal letting date to:

Mr. Randy J. Chesney, City Engineer
City of Owosso
City Hall, 301 W. Main Street
Owosso, MI 48867
(989) 725-0550 (office)
randy.chesney@ci.owosso.mi.us

All responses to written questions will be made available to all four firms that are asked to submit proposals. Written proposals (total of four copies) must be sealed and delivered to the Department of Public Service no later than the date indicated within this RFP.

SELECTION AND AWARD PROCESS:

The following table will be used by the City's Selection Committee. The Consultant is advised that proposals will be weighed as illustrated herein. Therefore, the Consultant is advised to submit proposals that fully address selected criteria so as to gain a maximum score of 150 points from each committee member. The combined scores of the committee members will be used to establish the successful proposal. The City, at its sole discretion, may choose to interview the top rated firm at a future date. The following evaluation sheet will be used to determine which consultant's proposal is 'In the Best Interest of the City':

Firm: _____

<u>Selection Criteria</u>	<u>Rating (1-5)</u>	<u>x</u>	<u>Weight</u>	<u>=</u>	<u>Score</u>
1. Firm's History and Capability to Perform Required Services: a. List of Sub-Consultant's (If any). b. Design Services Experience. c. Construction Administration Experience. d. Quality Control Experience.	_____	x	10		_____
2. Evaluation of Firm's Key Personnel: a) Experience of Key Members. b) Familiarity with Similar Projects.	_____	x	10		_____
3. Performance Measures: a. Ability to Meet Schedule. b. Meet Established Project Budget.	_____	x	5		_____
4. Firm's Pricing Proposal: a. Understanding of Cost-Not-to-Exceed. b. Assurance that Current Pricing Will Fulfill Services.	_____	x	5		_____
			Total Score		_____

ADDENDUM

Addendum No. 1

Owner: City of Owosso
Project: 2017 Street Program
Engineer: R. Chesney

NOTICE TO ALL PROSPECTIVE BIDDERS

BIDS DUE: **February 24, 2017 (New Date), 3:00 pm--** ISSUED TO ALL PLANHOLDERS OF RECORD

=====

This Addendum is a part of the Project-Request for Proposal (RFP) and modifies the previously issued RFP Document. Acknowledge receipt of this Addendum in the written proposal. Failure to do so may result in rejection of the Bid.

GENERAL DISCUSSION AS TO PURPOSE OF THIS ADDENDUM

Recent findings from both field and internal matters make it necessary to request additional services from the Consultant. The existing 4-6" watermain along both Stewart and Chipman Streets are in poor condition and at shallow grade. City has been advised both watermain should be upgraded to 12 inch diameter. Consultant services are required for complete watermain design and construction administration of 12 inch diameter watermain along north side of Stewart Street, from Chestnut Street through Chipman Street; and east side of Chipman Street, from South Street through Stewart Street; altogether with lateral watermain in each of the affected intersections to a common point at the ROW's of both streets. Total length of new watermain is about one mile. Desired material is C900 series that may be installed by either bore or open-cut method. There are approximately 100 private line connections that will require new connections up to the curb stops. Consultant's services shall include field survey, record evaluation, design, permit application, and general field oversight during installation and testing. Design will be in accordance with City of Owosso design standards (attached). Consultant will seal water main plans and cosign plans with City Engineer.

The construction plans for 2017 Street Program Phase 1 are approximately 70% complete. Phase 2 plans are at base level and ready for inserting design notes, etc. Consultant services are required to complete Auto-CAD services of project plans to satisfaction of City Engineer. The City Engineer will sign and issue final plans for road work.

The construction schedule will have to be adjusted for the increased scope of work. The revised construction schedule will be based upon Consultant's recommendations.

CHANGES TO ORIGINAL RFP DOCUMENT

ITEM NO. 1:

Section Consultant Services [Title] Body Discussion

Consultant no longer required to use MDOT Project Manager record keeping system. Consultant may use its own record keeping system.

ITEM NO. 2:

Section Consultant Services [Title] Item No, 10 (New)

Consultant shall furnish complete design and construction administration services for proposed 12" watermain along north side of Stewart Street, from Chestnut to Chipman Streets; and 12" watermain, along east side of Chipman Street, from South to Stewart Streets. Submittals shall include sealed plan sheets, list of work items for construction bid, specifications; along with other necessary documents that will be included with the road plans and construction contract documents.

ITEM NO. 3:

Section Submittals Expected From Consultant [Title] Body Discussion

The due date for submittal of proposals is changed to 3:00 p.m., Friday, February 24, 2017.

ITEM NO. 4:

Section Consultant Services [Title] Subsection 11 (new)

Consultant will provide up to 120 hours of Auto-CAD staff time plus additional hours of general oversight supervision time to complete project plans. City will provide draft plans and notes that will be transferred to final plans. Understanding at time of this RFP is that the Phase 1 drawings are 70% complete and Phase 2 drawings are at base level and ready for inserting draft notes, etc. Any additional hours will be based upon Consultant's fee schedule.

ITEM NO. 5:

Section Submittals Expected From Consultant [Title] Subsection 2.6 and 7 (new)

Subsection 2 that begins with 'Consultant's familiarity with MDOT projects...' is hereby changed to include municipal projects at choice of Consultant.

Subsection 6 that begins with 'Cost Proposal' shall be modified to include costs for watermain design and construction administration services in Lump Sum form separated from road cost.

Subsection 7 (new): Consultant is asked to include fee schedule for additional services with submittal. The fee schedule will be used for negotiation of any additional services as part of this proposal.

Attachments: City of Owosso Water Main Standards
Field Notes from DPW Utility Field Personnel
Utilities Meeting Sign-In Sheet and Notes

END OF ADDENDUM NO. 1



February 24, 2017

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

RE: 2017 Street Program

Dear Mr. Chesney:

We are pleased to submit our qualifications and experience for the City of Owosso's 2017 Street Program. We commend the City for your annual street program in which you maintain this important infrastructure for your residents. We are excited for the opportunity to assist the City in the construction administration for this project, as well as assist in completing the design and drafting of the improvement plans so this project can get designed, bid, and constructed this year.

As you will see in our proposal, Fleis & VandenBrink (F&V) and our project team has significant experience in completing local and major street projects for our municipal clients. Since we started our business, over 250 communities have entrusted us with their engineering needs. We are MDOT prequalified in 26 different categories and frequently provide road rehabilitation services to Cities, Townships, and Road Commissions.

We also have local knowledge and experience with the City of Owosso. We feel that with our recent experience in the rehabilitation of Gould Street will allow us to expeditiously complete the road improvement plans to the satisfaction of the City. Our understanding of the expectations of the City from past projects will assist us in preparing the road rehabilitation plans to your satisfaction with minimal technical guidance. Serving as an extension of your staff, we will work closely with you on the details of the design. Our design team will be your resource to complete these projects.

In addition to our specialized knowledge and qualifications for the road rehabilitation project, our local knowledge related to the water main component of this project will also be beneficial to the City in getting this project completed in 2017. As you are aware, we recently worked with Mr. Glenn Chinavare on the design and permitting of a water main project nearly adjacent to the City's current street rehabilitation project and are familiar with the City's water main specifications and requirements. We also have a strong working relationship with your MDEQ district engineer from years of completing similar projects in various communities under his jurisdiction. Our local experience and relationships will help streamline the design approval and permitting process.

We look forward to working with you on this project. Please let us know if you have any questions or need additional information. We acknowledge receipt of the Addendum No. 1.

Sincerely,

FLEIS & VANDENBRINK

Geric Rose, PE, PS,
Project Manager

9475 Holly Road, Suite 201
Grand Blanc, MI 48439
P: 810.743.9120
F: 810.743.1797
www.fveng.com

COST PROPOSAL

We propose to complete the services noted within this proposal for the following not-to-exceed fees.

Phase	Fee
Design Engineering:	
Water Main Plans:	\$19,900
Road and Storm Sewer Plans Completion:	\$10,500
Construction Administration:	
Water Main:	\$20,800
Road and Storm Sewer:	\$69,300
Total Lump Sum Not-to-Exceed Fee:	\$120,500

ADDITIONAL SERVICES FEE SCHEDULE:

In the event that additional services be required that are beyond the scope of work identified in this proposal, the following hourly fees will be used in the negotiation of the additional scope of work and professional service fees:

Classification	Name	Hourly Fee
Project Manager	Geric Rose, PE, PS	\$130
Project Engineer	Dave Hiler, PE	\$130
Design Engineer	Kyle Isaacson, EIT	\$87
CAD Technician	Dan Howey, CST	\$70
QA/QC	Craig Shumaker, PE	\$176
Survey Manager	Kevin Cleaver, PS	\$130
Survey Technician	Steffan Shaffer	\$87
Office Technician	Mark Frank, PE	\$75
Field Technician	T.B.D.	\$68
Administration	Elizabeth Petersen	\$60



MEMORANDUM

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

DATE: January 28, 2017

TO: Owosso City Council

FROM: Robert V. Doran, Historical Facilities Director

SUBJECT: Authorizing the electrical rewiring of the great room; the chandeliers in the great room; and first floor turret at Curwood Castle; and placement of interior art lights

The Historical Commission (OHC) finds it prudent and reasonable to recommend that the electrical wiring in Curwood Castle Writing and Conservation Studio Museum in the Great Room and first floor turret, which dates back to the 1950's, be replaced and upgraded. We also find it prudent and reasonable to replace the electrical wiring in the two great room chandeliers and the first floor turret light fixture, which also dates to the 1950's.

The OHC finds it prudent and reasonable to install professional art lights to showcase the extensive collection of 12 oil paintings that are currently in the process of being restored, and to professionally display local artifacts and Curwood memorabilia for future historical exhibitions. This follows last year's electrical upgrades and new electrical fixtures for Curwood Castle Park's other two historical museums, the Comstock Pioneer Cabin and the Woodard Paymaster Building.

The OHC has received a quote from Ludington Electric in the amount of \$6,500, with an additional allowance of \$500 for unknown circumstances or hidden obstacles that might arise in changing the wiring some of which dates to 1923, to complete the following:

- Install new electrical wiring in the Great Room and the first floor turret of Curwood Castle
- Rewire the two chandeliers in the great room and the ceiling fixture in the first floor turret
- Install 10 new monopoint LED lights in the great room for artwork and future exhibitions
- Install dimmer switches to operate great room art lights
- Create a six inch round metal drum to match the ceiling fixture in the first floor turret
- Install six monopoint LED lights on the newly created metal drum in the first floor turret
- Install one dimmer switch to operate first floor turret art lights
- The total bid not to exceed \$7,000

The OHC is seeking a waiver from the normal City of Owosso bidding process to use Ludington Electric due to the fact that they have extensive working knowledge of the unique property that is Curwood Castle. The funds to pay for this project will come from the OHC budget, Castle Maintenance line item, which has been allocated for Castle maintenance projects.

RESOLUTION NO.

AUTHORIZING THE ELECTRICAL REWIRING OF THE GREAT ROOM; THE CHANDELIERS IN THE GREAT ROOM; AND FIRST FLOOR TURRET AT CURWOOD CASTLE; AND PLACEMENT OF INTERIOR ART LIGHTS

WHEREAS, the electrical wiring in Curwood Castle Writing and Conservation Studio Museum in the Great Room and first floor turret dates back to the 1950's and needs to be replaced and upgraded, and

WHEREAS, the electrical wiring in the two great room chandeliers and the first floor turret chandelier dates to the 1950's and needs to be replaced and upgraded, and

WHEREAS, the Historical Commission, on behalf of the City of Owosso, is currently managing the restoration process of the paintings at the Castle and has voted to install professional art lights to showcase these paintings as well as to professionally light future exhibitions, and

WHEREAS, Ludington Electric has submitted a proposal in the amount of \$6,500 for art lights, rewiring of the chandeliers and installation of new electrical wiring of the great room and 1st floor turret and an extension of the chandelier in the 1st floor turret to accommodate art lights, with an additional allowance of \$500 for unknown circumstances or hidden obstacles that might arise in changing the wiring, some of which dates to 1923, and

WHEREAS, The Owosso Historical Commission would like to use Ludington Electric and waive the normal bidding process due to the fact that they have an extensive working knowledge of the unique property that is Curwood Castle, and

WHEREAS, In the past, historic preservation had been considered a luxury practice, but in recent years, research of the economic and public benefits have proven that it is a powerful tool in sustaining local economies, creating jobs, and generating capital. The aesthetic, cultural and historical benefits of preservation are well known, but now communities like Owosso are fully realizing the overwhelming positive economic effects.

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 waive the normal bidding process due to the fact that Ludington Electric has an extensive working knowledge of the unique property that is Curwood Castle.

SECOND: The City of Owosso has theretofore determined that it is advisable and in the public interest to allow the Owosso Historical Commission to contract with Ludington Electric to initiate and complete electrical work at the Curwood Castle – Writing and Conservation Studio Museum, detailed above, in an amount not to exceed \$7,000.00.

THIRD: The Accounts Payable Department is authorized to submit payment to Ludington Electric up to the not to exceed amount upon satisfactory completion of the work or portion thereof.

FOURTH: The above expenses shall be paid from the Castle Maintenance account.



152 East Howard Street
Owosso MI 48867
989-729-9473

Estimate

DATE	ESTIMATE ...
2/6/2017	5293

NAME / ADDRESS
Owosso Historical Commission 301 West Main Owosso MI 48867

TERMS	PROJECT
Net 30	

ITEM	QTY	DESCRIPTION	TOTAL
Item		Below estimate includes all Labor and Material for work at Curwood Castle in Owosso, Michigan.	
Item		Install (10) new Monopoint LED luminaire's on beam in Main Room of Castle to light up art work around room.	
Item		Light's will be placed as per customer request so each shines on a wall area where art work may be displayed.	
Item		Install (3) new dimmer switches to operate new lights. (1) for East Wall, (1) for North Wall, (1) for West Wall.	
Item		Make up round metal drum to install between ceiling and light fixture in Writing Studio Room on 1 St floor.	
Item		Install (4) Monopoint heads on new metal drum area and reinstall existing fixture under metal drum.	
Item		Add (1) switch in Writing Studio to operate new lights.	
Item		Total.	6,500.00
Item		Rewiring the (2) Chandeliers in Great Room. No Charge (approximate value \$300.00)	
Thank you for the opportunity! Please call 729-9473 to schedule.			TOTAL \$6,500.00



152 East Howard Street
Owosso MI 48867
989-729-9473

Estimate

DATE	ESTIMATE ...
3/1/2017	5316

NAME / ADDRESS
Owosso Historical Commission 301 West Main Owosso MI 48867

TERMS	PROJECT
Net 30	

ITEM	QTY	DESCRIPTION	TOTAL
Item		Below proposal includes labor and material to complete the following items at Curwood Castle.	
Item		After looking over the (2) fixtures next to fireplace and the (2) next to the Gift Shop, I have noticed the fixtures themselves have been recently rewired and are in great shape as they are. However, the wiring in the walls from the Switch to the lights is original from 1923.	
Item		I am proposing we rewire theses lights with a \$500.00 allowance budges as there are some unknown and or hidden obstacles we will encounter. If we can get wiring out and back in fairly easily the cost will be under \$500.00. If we run into issues we will advise before proceeding.	
Item		Allowance.	500.00
Thank you for the opportunity! Please call 729-9473 to schedule.			TOTAL \$500.00



MEMORANDUM

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

DATE: March 2, 2017
TO: Mayor Eveleth and the Owosso City Council
FROM: Amy K. Kirkland, City Clerk
SUBJECT: Cable Franchise Agreement – Charter Communications

RECOMMENDATION:

I recommend Council approve renewal of the Uniform Cable Franchise Agreement with Charter Communications with a 3% franchise fee and no PEG fee for a period of 10 years.

BACKGROUND:

In late 2006 the State legislature passed a law requiring all municipalities in the State use a uniform contract for all cable franchise agreements after January 1, 2007. The intent of the legislation was to increase competition by making it easier for new cable companies to gain access to customers and to level the field by prohibiting a municipality from leveraging one cable company against another in contract negotiations. In effect the legislation allowed AT&T into the cable market without forcing them to negotiate franchise agreements with each individual municipality in which they wanted to provide service. And it tied the hands of the municipalities by dictating almost all of the terms of a franchise agreement, preventing them from requiring the provision of certain services and/or equipment as terms of a contract and removed any authority municipalities had over pricing.

The two items Council has the right to dictate in any given franchise agreement are the video service provider fee and the PEG fee, though only within a certain range. And it should be noted that the City must charge the same fees to any cable company that applies to provide service within the City and the cable company typically passes on these fees to customers. The video service provider fee can range anywhere from 0% to 5% and can be used for any purpose the City sees fit. The City has charged a 3% video service provider fee in past uniform agreements. The PEG fee (PEG stands for Public, Education & Government) can range from 0% to 2% and must be used in support of PEG channels. The City historically has had two PEG channels (a.k.a. public access) though no fee was charged for their support. Approximately two years ago the City ceased operating the public access channels due to a combination of issues including changes to the cable system made by Charter, a lack of viewership, and staffing & funding issues.

FISCAL IMPACTS:

In 2016 the 3% video service provider fee brought in \$115,314.47.

Document originated by: Amy K. Kirkland, City Clerk

RESOLUTION NO.
RENEWAL OF
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
WITH CHARTER COMMUNICATIONS

WHEREAS, Public Act 480 of 2006 (the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"); and

WHEREAS, on February 16, 2017, the clerk of the City of Owosso received a Uniform Video Service Local Franchise Agreement renewal ("Agreement") from Charter Communications; and

WHEREAS, staff has determined the application is complete; and

WHEREAS, since the time the current franchise agreement was approved the City has ceased operation of its two cable access channels but reserves the right to renew usage of the channels according to the terms of the Act; and

WHEREAS, the Owosso City Council has reviewed the video service provider franchise fee, and the fee to support public, educational and governmental channels, and is prepared to designate the city officials to sign the Agreement.

NOW, THEREFORE, BE IT RESOLVED that a fee of 3% (three percent) of gross revenues from the video service provider is hereby established as the annual video service provider franchise fee.

BE IT FURTHER RESOLVED that a fee of 0% (zero percent) of the gross revenues from the video service provider is hereby established as the fee to support public educational and governmental channels.

BE IT FURTHER RESOLVED that the video service provider shall provide not less than two public, educational and governmental channels at no charge to the City of Owosso should the City or its authorized representative request use of the channels as provided in the Act.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and instructed to sign the agreement on behalf of the City.

BE IT FURTHER RESOLVED that this Resolution and the execution of the Agreement in no way shall be considered a waiver of any rights the City of Owosso may have under the United States Constitution, federal law, the Michigan Constitution, Michigan law, the Act and particularly if the Act is amended or is found unlawful in whole or in part.

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 241-6100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Owosso, a Michigan municipal corporation (the "Franchising Entity"), and CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising

Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the

audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Owosso:

301 West Main Street

Owosso, MI 48867

CUID MI0175

Attn: City Clerk

Fax No.: 989-725-0516

Charter Communications

12405 Powerscourt Drive

St. Louis, Missouri 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.


City of Owosso, a Michigan Municipal Corporation

By _____

Print Name
City Clerk
Title
301 West Main Street
Address
Owosso, MI 48867
City, State, Zip
989-725-0566
Phone
989-725-0516
Fax

Email

CC VIII Operating, a Delaware Limited Liability corporation doing business as Charter Communications


By _____
Mark E. Brown
Print Name
VP, State Government Affairs
Title
12405 Powerscourt Drive
Address
St. Louis, Missouri 63131
City, State, Zip
314-543-2306
Phone
314-965-6640
Fax

Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: February 3, 2017		
Applicant's Name: CC VIII Operating, dba Charter Communications		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone:
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 38-2558446		

Company executive officers:

Name(s): Tom Rutledge
Title(s): Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, State Government Affairs		
Address: 4670 Fulton, Suite 105, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1104	Email: Marilyn.Passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

The area provided service is the City of Owosso. Upon request, Charter Communications shall provide route maps showing the location of the Cable System, to the Municipality, access to "as-built" maps, and updated route maps to reflect any changes. Municipality shall give Grantee a minimum of 48 hours notice of a request to view "as-built" maps, unless there exists an emergency situation requiring earlier viewing. Charter Communications' Local Office and Engineering Contact information (engineering drawings / "as-built" map address is listed below. This information also applies to 24-hour emergencies:

Technical Operations Manager Name: Cynthia Severts
Local Address: 14525 Farmington Road
City, State, Zip: Farmington, MI 48154
Phone: 734-437-3309
E-mail: cynthia.severts@charter.com

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]


Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Mark E. Brown, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Mark E. Brown, VP, State Government Affairs	
Signature: 	Date: 2/8/16

(Franchising Entity)

City of Owosso, a Michigan municipal corporation

By	
Print Name	
City Clerk	
Title	
301 West Main St.	
Address	
Owosso, MI 48867	
City, State, Zip	
989-725-0566	
Phone	
989-725-0516	
Fax	
Email	
Date	



Warrant 539
February 28, 2017

Vendor	Description	Fund	Amount
Waste Management	Landfill charges- February 1, 2017 – February 15, 2017	Streets/ WWTP	\$ 5,983.82
Safebuilt, Inc.	Building department services- February 2017	General	\$12,893.33
Total			<u>\$18,877.15</u>



MEMORANDUM

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

DATE: March 3, 2017

TO: Mayor Eveleth and the Owosso City Council

FROM: Donald Crawford
City Manager

SUBJECT: Setting a public hearing for March 20, 2017 to seek a Michigan Department of Natural Resources 2017 Recreation Passport Grant Application

RECOMMENDATION:

Consider setting a public hearing for March 20, 2017 to apply for a \$75,000 grant from the MDNR as outlined below. Proceeding at this time is with great risk and I believe that this should be delayed until the next round of funding.

BACKGROUND:

The MDNR has grant programs available to the city to offset the \$150,000 cost of a new skate park. Fundraising results geared specifically for the skate park have raised \$25,917 for this project. The parks and recreation commission is requesting permission to apply for a \$75,000 grant through the MDNR. The city must provide a match of at least 25%.

The parks and recreation commission recently decided to revise the scope of work and reduce the costs from a \$250,000 build to \$150,000. A conceptual design is attached that was provided from Spohn Ranch for the higher amount. Randy Woodworth has been in contact with Great Lakes Fusion and believes the same park can be built for \$150,000. No documentation as required for the public hearing has been received.

FISCAL IMPACTS:

The city must commit to pay for the work and obtain MDNR reimbursement up to \$75,000. The city would be responsible for the balance if the grant is awarded over and above any money raised by the parks and recreation commission.

RESOLUTION NO.

**SETTING A PUBLIC HEARING TO
SEEK A RECREATION PASSPORT GRANT
THROUGH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the Owosso Skate Park is currently located on the corner of Allendale and Gould Street; and

WHEREAS, the park's structures have exceeded their useful life, and regular maintenance cannot effectively address some of the facility's shortcomings; and

WHEREAS, the city of Owosso intends to relocate the skate park to Grove Holman Park, a city owned park within the city of Owosso; and

WHEREAS, the new skate park will provide a recreation space for skaters that is more centrally located as well as increase accessibility; and

WHEREAS, the city of Owosso Parks and Recreation Commission have held several public meetings to engage local youth, skaters and bikers regarding design alternatives and park relocation; and

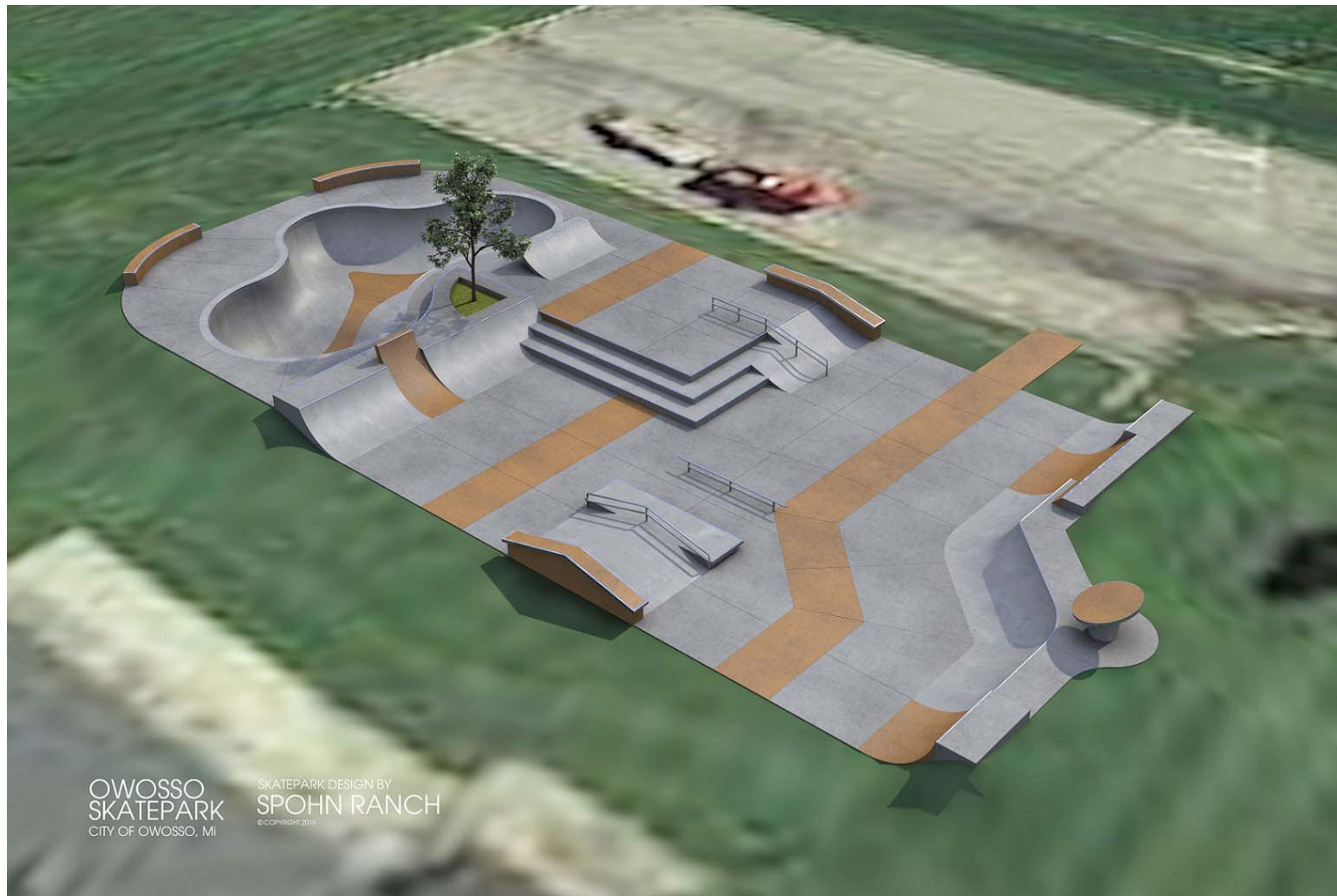
WHEREAS, the city of Owosso Parks and Recreation Commission has held fundraising events over the last two years for the skate park; and

WHEREAS the city of Owosso city council is publicly and financially committed to carrying out the improvements for a new skate park located at Grove Holman Park; and

WHEREAS, the State of Michigan Department of Natural Resources is accepting Recreation Passport Grant applications for its 2017 funding year for amounts up to \$75,000 for the purpose of "providing public outdoor recreation opportunities and infrastructure to support public outdoor recreation activity";

NOW, THEREFORE, BE IT RESOLVED that the city of Owosso city council commits to funding the capital rehabilitation funding proposal below and further directs staff to complete and submit an application for the 2017 Recreation Passport Grant Program through the Michigan Department of Natural Resources (MDNR).

Grove Holman Skate Park Grant	
Contributor	Contribution
Local Donations – GoFundMe Account	\$3,136
Fund-raising – Previous Polar Plunges	\$22,781
Total Local Match	\$25,917
Grant Request	\$75,000
Unfunded Amount	\$49,083
Total Project Cost	\$150,000



OWOSSO
SKATEPARK
CITY OF OWOSSO, MI

SKATEPARK DESIGN BY
SPOHN RANCH
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Robert Doran,

Robert, it is with much consideration that I must sadly resign from the Owosso Historic Commission effective immediately. I hope that at some point in the future I will be able to come back to the organization as I believe the goals that you are working towards will make Owosso and Shiawassee County a better place.

Please pass my resignation on to the board and let them know if they have questions they can contact me.

Thanks for everything,

Nicholas G. Tereck

**REGULAR MEETING MINUTES
OWOSSO DDA / MAIN STREET**

**Council Chambers, City Hall
February 1, 2017 – 7:30 am.**

The meeting was never called to order as there was no quorum present.

Dave Acton, Board Chairman

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
January 9, 2017, 7:00 PM Curwood Castle

CALL TO ORDER: CHAIR JENNIFER MAHONEY CALLED THE MEETING TO ORDER AT 7:00 PM

PRESENT: CHAIR JENNIFER MAHONEY, VICE CHAIR JENELLE STEELE-ELKINS, COMMISSIONER ANNIE LUDINGTON, COMMISSIONER CAROLYN EBERT, COMMISSIONER HEATHER QUINN DEASON, COMMISSIONER NICK TERECK, COMMISSIONER ROBERT BROCKWAY, DIRECTOR ROBERT DORAN

ABSENT: CITY COUNCIL REPRESENTATIVE SUE OSIKA, COMMISSIONER CAROL VAUGHN, COMMISSIONER TRACEY PELTIER, COMMISSIONER KAREN KONG

APPROVAL OF AGENDA: COMMISSIONER NICK TEREK MOTIONED TO ACCEPT THE AGENDA, SECONDED BY COMMISSIONER ROBERT BROCKWAY. AYES ALL, MOTION CARRIED.

TREASURER'S REPORT: COMMISSIONER NICK TEREK MOTIONED TO ACCEPT THE TREASURERS REPORT, SECONDED BY COMMISSIONER ROBERT BROCKWAY. AYES ALL, MOTION CARRIED

APPROVAL OF NOVEMBER 2016 MINUTES COMMISSIONER JENELLE STEELE-ELKINS MOTIONED TO ACCEPT THE NOVEMBER, 2016 MINUTES, SECONDED BY COMMISSIONER ROBERT BROCKWAY. AYES ALL, MOTION CARRIED. THE COMMISSION ACKNOWLEDGED THAT DUE TO THE HOLIDAY PARTY THEY DID NOT HAVE AN OFFICIAL DECEMBER 2016 MEETING.

CITIZEN COMMENTS: NONE

COMMUNICATIONS: NONE

DIRECTORS REPORT:

- Burst pipe at the Gould House, no damage - \$85
- Defective ignition switch at Gould house on first floor furnace - \$112
- Light vandalized outside of Gould House – \$70
- \$1,000 donation from Curwood Festival – use for 2017 Castle Narrative, recognize Curwood Festival
- Castle holiday closing – closed month of January; February Saturday & Sunday; full time starting March 1
- Castle attendance and finance 2015 VS 2016
- New Antique display case for Castle – \$200 plus \$175 to move
- Paintings – update
- Strategic Planning Process – Tom Williams or Patrice Martin? Discussed OHC vision for this group. Input from Commission on what “bigger picture.” Discussed the need for an OHC roadmap.
- Opened an account with Ingram – one of the largest booksellers in the world – they had all of Curwood’s titles. Will order a series of new Curwood books for the opening of the 2017 Castle season.
- Marketing & Advertising Plan – Possible partnership with SAC/Piper on joint marketing plan. Shared full page ad in the CVB Booklet \$617.50
- Shirts \$39 – OHC pay ½, board pays other half (?)

OLD BUSINESS:

- 2016 Holiday Party & Silent Auction – wrap up – the Commission reviewed the numbers from the Holiday Party, and discussed possible changes to December, 2017 Holiday Party.

NEW BUSINESS:

- Review 2017 Events and Strategic Goals and create an action plan. The Strategic Planning Committee decided to meet with Patrice Martin to discuss her putting together a proposal for a strategic planning session. We also reviewed Tom Williams's proposal from the Non Profit Group.
- The following committee reports were given and discussed:
 - Education
 - Merchandising
 - Volunteers
 - Facilities
 - Marketing & Social Media
 - Fundraising
 - Exhibitions and Events
 - Acquisitions

CITIZEN COMMENTS:**NONE****ADJOURN:****CHAIR JENNIFER MAHONEY MOVED TO ADJOURN AT 8:10 PM, SECONDED BY COMMISSIONER CAROLYN EBERT. AYES ALL, MOTION CARRIED.**

**PARKS AND RECREATION COMMISSION
SPECIAL MEETING
TUESDAY, JANUARY 10, 2017 – 7:30 p.m.
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867**

- CALL TO ORDER:** Chairman Espich called the meeting to order at 7:30 p.m.
- PLEDGE OF ALLEGIANCE:** Was recited.
- ROLL CALL:** Was taken by Deputy City Clerk Roxane Cramer.
- MEMBERS PRESENT:** Chairman Mike Espich, Vice Chair Jeff Selbig, and Commissioner Randy Woodworth.
- MEMBERS ABSENT:** Commissioners Shane Nelson and Kristen Woodbury.
- OTHERS PRESENT:** Tom Manke, Community News and Views; Susan Montenegro, Assistant City Manager/Director of Community Development; Glenn Chinavare, Utilities Director.
- APPROVAL OF AGENDA:** **VICE-CHAIR SELBIG MADE A MOTION TO APPROVE THE AGENDA FOR JANUARY 10 2017, SUPPORTED BY COMMISSIONER WOODWORTH.
AYES ALL, MOTION CARRIED**
- APPROVAL OF MINUTES:** **COMMISSIONER WOODWORTH. MADE A MOTION TO APPROVE THE MINUTES FOR THE MEETING OF DECEMBER 13, 2016, SUPPORTED BY VICE-CHAIR SELBIG
AYES ALL, MOTION CARRIED**
- PUBLIC COMMENTS:**
- COMMUNICATIONS:**
1. Staff memorandum
 2. Minutes from December 13, 2016
 3. Park sites for 2011 Parks and Rec Master Plan

BUSINESS:

DISCUSSION OF UPDATING THE PARKS AND RECREATION MASTER PLAN

Discussion of Parks & Recreation Master Plan Updates for the following parks:

9) HUGH PARKER SOCCER FIELD

Ms. Montenegro shared that at the November Parks and Rec meeting Nick Tereck from the Owosso Rotary Club explained the Rotary wanted to apply for a grant and do fundraising to raise potentially \$16,000.00 (4,000.00 from the Owosso Rotary Club, 4,000.00 from the YMCA, 4,000.00 from the soccer league and potentially \$4,000.00 from the city) to put into the improving the field.

Mr. Chinavare suggested doing soil borings of the field for analysis.

Location: Southeast limits of City at entrance to Southeast Owosso Industrial Park.

Size: 15 Acres

Key Observations:

1. This park is a companion park to Rosevear Park across Farr Street.
2. The park is primarily a soccer complex with very adequate parking and a functional open space zone in the southeast.
3. The park gives a barren appearance but has a landscaping plan on file.
4. This park is noted for poor soils that do not provide for good growth of vegetation.

2011 Park Plan Components.

1. Implement the plan on file in the Office of Community Development that demonstrates detailed landscaping recommendations, planned for three phases, for the berms and park borders--

- 65 _____ Canopy Trees
- 35 _____ Coniferous Trees
- 52 _____ Ornamental Trees
- 22 _____ Spreading Evergreens

(cluster the trees along Monroe Street to preserve views of park)-
(avoid species that will spread tree litter on the fields)

1. Continue partnering with Rotary or other service clubs to receive grants to improve bathrooms and the field.
2. Create parking "mall" on Farr Street—~~one side of this 50' right-of-way.~~
2. Establish a maintenance standard and implement it for the embankments along the Abrey Creek drain. Consider a meandering route alteration.

Site Plan or Graphics in Appendix? Yes--Tree/Species List in the Appendix, **Exhibit I**.

3) HARMON PATRIDGE PARK

Location: (Insert Annexed portion) -Owosso Township, Section 12; generally Out lots B, C, E, and a portion of D.

Size: 5.2 Acres

Key Observations:

1. ~~This park received a "makeover" in 2004.~~
2. This park was established for the enjoyment of the public on July 6, 1929, by deed from Laura Patridge. The deed restriction states, "That the premises hereby conveyed shall always be kept in such a condition as to be attractive as a place for recreation."
3. ~~Chippewa Trail was a county road. Now that the road is closed the east side park boundary at the north end had been the east line of the former roadway right-of-way. A city survey of the road revealed that the pathway is on the east side of the roadbed and no longer available to the public. The west half of the road right-of-way is wooded and impassable now.~~
4. ~~The north boundary of the park ends at Wilkinson Road. There is a public way up the hill on a worn pathway that reaches the crest of the valley wall. The serious bicyclists use this as a link on a 16-mile loop trail that routes through Corunna too.~~
5. ~~The park is not in the city but would be an ideal destination for northwest Owosso neighborhoods if there were a footbridge/bicycle path to Chipman and on to North Street.~~

Ms. Montenegro will take No. 2, 3, and 4 and pull it into a more descriptive paragraph. Such as this is a park with a key partnership established with the Owosso Rotary Club. She will bring her changes back to the next meeting for the commissions' approval.

Key observations could be;

1. Three pavilions,
2. Large playscape
3. Lays along the Shiawassee River

2011 Plan Components:

1. ~~Identify a solution to the brackish water supply at the well and redevelop a potable water supply for this heavily used picnic facility.~~
2. ~~Complete woods trail back to the south from the north terminus.~~
 1. The park is not in the city, although it has been annexed to the city. It would be an ideal destination for northwest Owosso neighborhoods if there were a footbridge/bicycle path from Chipman and on to North Street. The city would need partnerships with other organizations for funding of the footbridge as well as identify the cost of the structure.
 3. Signage at M-52 and Getman Road. Chairman Espich shared, if he remembers correctly, the city didn't want to encourage cars driving through the residential neighborhood to get to the park.

Maintenance Recommendations.

Continued partnership with Rotary Club to do the following:

1. Routine maintenance of the trail is required along with some repairs to sloped sections where Wash-outs occur.
2. Trees planted by the Rotary club should be inventoried and replaced when trees die. The species must be adhered to in order to maintain compatibility with the interpretive map at the park.

Site Plan or Graphics in the Appendix? None.

Mr. Chinavare is going to look into testing the artisan well water at this park.

2) COLLAMER PARK (previously "Hopkins Lake Park")

Chairman Espich noted that someone has put up barbed wire fence and it needs to be addressed because it is so close to the bike trail that is furthest to the south.

Location: South central Owosso including areas outside the city limits.

Size: 164 Acres

Key Observations:

1. ~~Hopkins Lake is regional recreation area and urban park. Since the 1972 Michigan Recreational Bonding Program, Hopkins Lake has had this concept. Four other government units dedicated their bond revenues to this park at that time. A metropolitan park with diversified recreational activities should have at least 200 acres. The park at complete build-out and ownership would have 174 acres and is deemed a sufficient match for that standard.~~
2. ~~This kind of park serves the whole city and region. It contains activities that cannot be accommodated by neighborhood or community parks.~~
 1. ~~The 16-acre lake and land area is very sensitive to intensive recreational activity. It is more characteristic of a natural reservation for nature study and hiking. There are soil and slope limitations, and the lake is in an advanced stage of eutrophication. Resource management and carrying capacity monitoring will command attention in the care of this park.~~
 1. This park has a lake, a dog park, disc golf course and an extensive mountain bike trail, which has been mapped. The map shows an interior loop trail system of up to five miles in length. The local Kiwanis clubs and local mountain bikers are heavily vested in this system and its maintenance.
4. ~~A regional park suggests that there should be a regional support mechanism in place.~~

2011 Plan Components:

1. ~~Selective fencing locations may be required to resolve boundary and use area conflicts. The~~

~~fencing material in favor is the woven wire 6" fence with cedar posts and a height of 5 feet. A design influence of the enforcement strategy is to maintain the free passage of wildlife to and from the wetland, forests and meadow areas of the park with surrounding uplands outside of the park.~~

~~2. A means to improve the oxygen levels in the lake should be investigated. A passive windmill float system is used on smaller ponds and may provide the much needed oxygen supply to the lake's very eutrophic condition. Do a study to make a plan for restocking the lake.~~

~~3. The plan shows an additional 9 acres of lake area potential beyond the southwest area of the lake. A dredging operation would remove the muck accumulation and create more surface water.~~

~~4. A map at Exhibit N shows an interior loop trail system of up to five miles in length. The local Kiwanis clubs are heavily vested in this system and its maintenance. Discussions with BMX-bikers may also generate more interest.~~

~~5. The 12-acre "Verlac" parcel is designated for about 50 camping spaces. A traveler/visitor campground franchise should be examined for its feasibility at this location.~~

~~6. A pavilion for large group outings will overlook Hopkins Lake at the southeast boundary of the Verlac/Fairchild parcel. The setting is ideal for companion use by the campground and day camp activities planned for the area.~~

~~7. A companion east side parking facility will be developed on the upland section between the former Verlac house location and the pavilion~~

~~8. An expanded parking facility is possible to serve the pavilions and volleyball courts on the west side.~~

2. Install a new playground is to replace the removed west side playground.

~~10. Lakeshore plantings are to provide shade for lakeside users and relief from the sterile shoreline;lkjhgfpoiuy setting on the west side and diminish foraging Canadian geese.~~

3. Develop an east side parking facility at the lakeshore with fishing pier to satisfy the needs of the trailhead and pier at south of the end of Palmer Street. This lot could supplement parking for the use of the small pavilions.

~~13. Ultimately, Palmer Street should be vacated as a public street and closed at a point south of the residence at the north end of the Verlac property. This closure would enable structural closing of the east end of the park at dusk.~~

~~14. Construct a new 5-acre level playfield on the former landfill and current stump disposal site.~~

4. A boat launch should be constructed.

5. Develop a potable water supply for the area near the dog park and community garden.

~~17. The east side of Collamer Park may serve as an alternate disk golf location.~~

6. Make the foot bridge more ADA Accessible.

Maintenance Recommendation.

1. The parkland mowing scheme can be reduced through an edge mowing along roadsides and pathways while converting to twice a year mowing of meadow areas.

Site Plan or Graphics in Appendix? There is a hand-drawn trail map for the park in the Appendix, **Exhibit N.** Playground and campground designs are included in the Appendix at **Exhibits O and P** respectively.

5) RUDY DEMUTH FIELD

Location: Eastern limits of the City along the Shiawassee River.

Size: 10.2 Acres

Key Observations:

1. This floodplain park is on the inside of a broad meander loop of the Shiawassee River in a beautiful natural setting. This park has as good potential for creating quality of life improvements for the city.
2. ~~Rudy DeMuth Field is one of three parks slated for "makeovers" in the 5-year plan.~~

2011 Park Plan Components:

1. Acquire and develop the school's bus garage area for parking (for football games as well), the James Miner Walkway and riverside landscaping.
 2. Create a parking lot on a closed Oakwood Street with turnaround.
 3. Eliminate parking between ball diamonds but maintain a gated service drive.
 4. Improve drainage, if possible, for fields and add security lighting.
 5. Apply some outfield fence landscaping for screening, baseball visibility.
 6. Build a small tot lot in the south lot of the bus garage property.
 7. Build a Gould Street gated entrance and north side parking lot if stadium parking needs are not met on #1 above.
 8. ~~Relocate tot lot ball diamond to the southeast corner of the park.~~
 9. ~~Install park sign.~~
 10. ~~Build a canoe launch on the south lot of the bus garage site.~~
 11. Add a park sign at SE corner of Jerome and Oakwood Streets.
 12. Install covered tables and benches [a pavilion has not been recommended for this park].
- Site Plan or Graphics in Appendix.* A site plan in the Appendix, **Exhibit M.**

10) ROSEVEAR PARK ("ROSEVEAR WOODS")

Location: Southeast Owosso limits near Hugh Parker Field and the Southeast Owosso Industrial Park

Size: 7.8 Acres

Key Observations:

~~1. The better suggestions for this park over the years talk about restricting vehicle access and restricting off-road vehicles that have damaged the parks slopes. The park has a grotto-like setting with a small stream in its center and gently sloping valley walls. It may easily be planted with native shrubs and trees in a natural setting for nature interpretation along a simple trail system. Potential exists to unify with a nearby elementary school for support to this end.~~

This park has an excellent start of a BMX Course with potential for expansion.

2011 Park Plan Components:

1. The park will have a natural plantings master plan with incremental efforts to implement the plan over a period of time.

2. Install a signed interpretive trail constructed with donations.

~~3. The Farr Street parking facility will provide the parking for this park.~~

3. The drain culvert will be maintained (repaired) and guarded from accidental falls.

~~5. The erosion scars from the bicycle park experiment will be repaired if they conflict with other uses.~~

4. Consider a scenic overview, with sign, above the current access spot and clear an area to establish a visual presence on Farr Street.

~~7. Consider a disc golf design that has the potential to integrate with Oak Hill Cemetery~~

5. Investigate the potential for a non-motorized path that can connect Rosevear to Collamer Park via ~~Oak Hill Cemetery industrial park or other routes.~~

6. Add Signage.

7. Investigate into more parking.

8. Improve the access to the park and ride-ability and connectivity.

Site Plan or Graphics in Appendix? Yes, an interpretive trail map at **Exhibit K.**

13) PARK LINKAGES, RIVER, AND BIKE SYSTEM PLANS

Location: The existing park linkage is the James Miner River Walkway that begins on Williams Street at the north boundary of the Owosso Middle School and proceeds to the east city limits on the north side of the Shiawassee River. There is a south side connection that begins at Washington St. and heads east.

Size: The James Miner River Walkway is 7,500 lineal feet of trail with a partial roadway section at Jerome Street and Oakwood Street.

Key Observations:

1. The city's sidewalk system is offered as a pedestrian link to parks and open space areas and another basis for keeping fit.

2. The CIS regional trail plan for the former Central Michigan RR line from Owosso to Ionia has been established and connects with the Fred Meijer Trail system. The trail ends at Owosso Township just to the west of the city of Owosso. Volunteer groups continue to work on connecting

the city street and trail system to permit access to the James Miner Walkway.

3. The city council has adopted a "Bike City" policy goal in 2011. Efforts are on-going to install and promote wayfinding signs, bike racks, and complete streets.
4. City entered into an intergovernmental agreement with three other jurisdictions to provide maintenance along the James Miner Trail into the city of Corunna.

2011 Park Plan Components.

1. Unite the city on designated routes with clearly marked signs and maps.
2. Establish crossing of M-52 at Cass Street.
- ~~3. Connect Bennett Field with northwest Owosso via 15' easement west of RR to King Street.~~
- 3 Create a bikeway through school bus garage site.
- ~~5. Upgrade trail from Oakwood Bridge to Gould Street on south side of river.~~
4. ~~Curb and drain.~~ Close Jerome Street and improve existing bikeway to 10' width.
7. ~~Add two features to bikeway:~~
 - ~~a) Install tot lot at Lyon's Club Park south of the Comstock Center lot.~~
 - ~~b) Through donations, double the size of the skate park off the walkway at South Gould and Allendale Streets with a loop connector from James Miner Walkway to the Gould Street sidewalk.~~
5. Establish pedestrian/biking rail crossing in Westtown at Lynn Street and Lansing Street.
6. ~~Initiate~~ Intergovernmental efforts through the joint trail authority to:
 - ~~a) Widen Cepas Road to Hintz Road and plaza with dedicated bike lanes.~~
 - ~~b) Develop route to rails-to-trails bikeway trailhead west of Delaney Road.~~
 - c) Apply major maintenance upgrade to James Miner Walkway from Williams Street in Owosso to McCurdy Park in Corunna.
7. Consider constructing Footbridges at the following locations:
 - a) City hall parking lot to Clinton Street (~~covered~~)
 - b) Water treatment plant grounds
 - c) Northwest Owosso from N. Chipman Street to Harmon Patridge Park
- ~~11. Create 5K and 10K road race routes for special events.~~
- ~~12. Narrow M-52 to 3 lanes from M-21 to Wilkinson Road and establish 5' wide bikeways on each side.~~
- ~~13. Upgrade sidewalks for circulation--neighborhood fitness walking and connection to parks at the locations outlined in the Appendix.~~

Participate and apply for the Safe Routes to School grant program to increase connectivity throughout Owosso from residential areas to schools.
14. Establish a trailhead in the city that connects to the Ionia trail, preferably in or near downtown. ~~The Consumers gas plant site north of Bentley Park on M-52 and the parcel at the northwest corner of Washington St. and the river are candidates.~~ There is also a parcel that was acquired adjacent to the water treatment plant in 2011 that could be used.

8. Formal designation of National Water Trail

9. Work with the Friends of the Shiawassee River to: ~~replant available riparian areas to their natural state.~~

Install barrier free landing at Oakwood Avenue Bridge

Improve landing site at Owosso Middle School and designate as a Trailhead with appropriate signage.

Install kayaks near trailhead to encourage through paddlers to access downtown services.

~~Consider multiple canoe/kayak launches that are readily signed.~~

Site Plan or Graphics in Appendix:

a) Downtown Loop Trail, **Exhibit E.**

~~b) Covered bridge concept at Clinton Street, **Exhibit G.**~~ Construct a Footbridge at Clinton Street.

c) "Active Living by Design—Sidewalk Linkage Plan, **Exhibit R.**

~~d) Recommended 5K and 10K road race route map, **Exhibit L.**~~

e) Map of James Miner Walkway. **Exhibit J.**

Ms. Montenegro will pull in more information on work with the Friends of the Shiawassee River and bring it back to the commission for approval.

1) CURWOOD CASTLE PARK

Location: Downtown at the confluence of State Highways M-52, M-21 and M-71.

Size: 7 Acres

Key Observations:

1. This is a historic/cultural area, and that influence has established the underlying theme for this park's development.

2. Home to Curwood Castle, Comstock Cabin, Paymaster Building and the Shiawassee Arts Center.

~~2. The park, more than any other public open space in the city, represents a destination for travelers, visitors and tourists.~~

~~3. The downtown greenspace at two major highway intersections is a regional park in a downtown setting.~~

3. Special events occur here on a regular basis.

4. Surrounding land uses represent assets to the park – the armory and middle school.

5. It is helpful to think of the park as consisting of land use zones:

a) Entry/welcome area zone (south end)

b) Museum/heritage zone (arts museum and Cabin area)

c) Castle zone

d) River interaction zone (west of the Castle)

e) Amphitheater and grounds zone

f) Armory/middle school zone

6. The park's objective is to promote cultural/historical themes, and expand engagement with the Shiawassee River.

2011 Plan Components: What follows are the planned new or improved facilities:

~~a) Reconstruct the parking lot and Curwood Castle drive to reduce traffic speed and design all street access points as park entry drives. A sketch of the traffic and parking concept is in Exhibit E.~~ Add bus parking along Curwood Castle Drive in front of the Castle along with additional barrier free parking spaces.

~~b) A new park sign and arrival feature is to be designed and installed at the south entranceway.~~

c) Establish a traveler's/visitors mini-lot with picnic facilities overlooking the

Shiawassee River.

d) Continue with sidewalk and lighting program for the planned walkways. e)

Irrigate the castle grounds.

~~f) Build a stairway off the Main Street Bridge to the walkway.~~

g) Acquire scenic easements to the west walls of the Matthew's Building and Armory and apply architectural treatment to assure compatible vistas from the park.

~~h) Plant evergreens on the east river bank of the middle school from the castle perspective.~~

~~i) Continue to explore the establishment of a whitewater dam at the existing dam. j)~~

Acquire the house at 408 Curwood Castle Drive and plan a pond and perimeter landscaping in this area to expand the park.

k) Work with landowners on Williams Street to maintain a vegetative cover for a scenic, erosion-free embankment on the river.

Programming or Maintenance Recommendations:

~~a) Clean the island north of the castle of flood debris on an annual basis.~~

b) Reapply dry-vit surface to the amphitheater roof façade.

Update sidewalks to become ADA compliant

Install inground lighting along the sidewalk next to the river's edge

Site Plan or Graphics in Appendix? Yes—a parking and traffic concept sketch at **Exhibit E** and the report from the Curwood Castle Park Planning Committee **at Exhibit D.**

Ms. Montenegro will make some more suggested changes to the Curwood Castle Park and bring them to the next meeting for review and approval by the commission.

MOTION BY COMMISSIONER WOODWORTH TO ACCEPT THE CHANGES AS PRESENTED TO THE PARK AND RECREATION MASTER PLAN WITH THE CAVEAT THE COMMISSION WILL HAVE THE OPPORTUNITY TO REVIEW THE ADDITIONAL CHANGES MADE AT THE JANUARY 24, 2017 MEETING.

SUPPORTED BY VICE-CHAIR SELBIG.

ALL AYES, MOTION CARRIED.

PUBLIC COMMENTS:

Tom Manke shared his thoughts that the public overwhelmingly want the parks to be continued to be mowed. He stated the Friends of the Shiawassee River want everything back to fields. He said you can have the wild when you leave the park.

He also stated that the Rails to Trails needed to be finished and someone needs to be the person to be a flag bearer and bring it to Owosso.

He also suggested that once the commission has more members that each member adopts a park. So they could report on their park.

Chairman Espich reported that Terry McCloud and Rick Morris are getting a group together to finish the "Rails to Trails" last leg of the trail into the City of Owosso.

ADJOURNMENT:

COMMISSIONER WOODWORTH MADE A MOTION TO ADJOURN AT 10:00 P.M., SUPPORTED BY VICE-CHAIR SELBIG.

ALL AYES, MOTION CARRIED.

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
February 20, 2017, 7:00 PM Curwood Castle

CALL TO ORDER: VICE CHAIR JENELLE STEELE-ELKINS CALLED THE MEETING TO ORDER AT 7:04 PM

PRESENT: VICE CHAIR JENELLE STEELE-ELKINS, CITY COUNCIL REPRESENTATIVE SUE OSIKA, COMMISSIONER ANNIE LUDINGTON, COMMISSIONER ROBERT BROCKWAY, COMMISSIONER TRACEY PELTIER, COMMISSIONER KAREN KONG, DIRECTOR ROBERT DORAN

ABSENT: CHAIR JENNIFER MAHONEY, COMMISSIONER CAROL VAUGHN, COMMISSIONER CAROLYN EBERT, COMMISSIONER HEATHER QUINN DEASON

APPROVAL OF AGENDA: CITY COUNCIL REPRESENTATIVE SUE OSIKA MOTIONED TO ACCEPT THE AGENDA, SECONDED BY COMMISSIONER ROBERT BROCKWAY. AYES ALL, MOTION CARRIED.

TREASURER'S REPORT: COMMISSIONER ROBERT BROCKWAY MOTIONED TO ACCEPT THE TREASURER'S REPORT, SECONDED BY COMMISSIONER TRACEY PELTIER. AYES ALL, MOTION CARRIED

APPROVAL OF JANUARY 2017 MINUTES COMMISSIONER ANNIE LUDINGTON MOTIONED TO ACCEPT THE JANUARY, 2017 MINUTES, SECONDED BY COMMISSIONER KAREN KONG. AYES ALL, MOTION CARRIED.

CITIZEN COMMENTS: NONE

COMMUNICATIONS: NONE

DIRECTORS REPORT:

- New OHC Orientation manual was passed out and reviewed
- The resignation of Commissioner Nick Terek was announced

OLD BUSINESS

- It was decided that Patrice Martin would manage the OHC Strategic Planning session, to be held on Sunday, March 19, 8:00 am to 5:00 pm, location to be determined. Patrice's full proposal will be formally voted on during the next regular OHC meeting.
- A new menu for the OHC Web Site was distributed. There will be a live demonstration at the next OHC meeting
- Commissioner Tracey Peltier discussed the schedule for the Downtown Castle and Farmers Markets & Moonlight Market, which will be held on the grounds of the Curwood Castle. The Downtown Castle and Farmers Markets will be held Thursday evenings in conjunction with the concert schedule at the amphitheater. Moonlight Market will be held on the first Thursday in August.

NEW BUSINESS:

- Slack – a communication software presented to Executive Directors via the Cook Family Foundation was discussed.
- Review proposal for art lights and new electrical wiring at Castle – an estimate from Ludington Electric in the amount of \$6,500 for the great room and 1st floor turret in the Great Room of the Castle was discussed. **COMMISSIONER TRACEY PELTIER MADE A MOTION TO MOVE FORWARD WITH THE PROJECT AND ACCEPT THE ESTIMATE FROM LUDINGTON ELECTRIC IN THE AMOUNT OF \$6,500 FOR ART LIGHTS, REWIRING OF THE CHANDELIERS AND NEW ELECTRICAL WIRING OF THE GREAT ROOM AND 1ST FLOOR TURRET AND AN EXTENSION OF THE CHANDELIER IN THE 1ST FLOOR TURRET TO ACCOMMODATE ART LIGHTS, SECONDED BY CITY COUNCIL REPRESENTATIVE SUE OSIKA. AYES ALL, MOTION CARRIED. ANNIE LUDINGTON ABSTAINED.**

- Cook Family Foundation Innovation & Impact Grant was discussed. It was decided at this time to focus on internal structure and strategic planning before we move forward with this grant. Since we are not a 501(c)3, we would not be eligible to initiate participating on the grant process, but would need a 501(c)3 partner. It was decided that next year we would look to partner with SAC in this endeavor.
- The new donor list and member/management software were discussed. We have collected a substantial list of almost 700 possible members/donors and three possible software to begin the process. Members of the Commission agreed to come back to the next regular OHC meeting and bring options for an OHC membership benefits.
- Tablet and Visitor Capture – the commission agreed that visitor capture information is important both to grow our donor/member base and to assess programs and exhibitions. **KAREN KONG MADE A MOTION TO PURCHASE A TABLET AND EXPLORE SOFTWARE TO CAPTURE VISITOR DATA, NOT TO EXCEED \$300, SECONDED BY ANNIE LUDINGTON. AYES ALL, MOTION CARRIED.**
- Trip Advisor – the Commission agreed to market our Trip Advisor status.
- Review 2017 Exhibitions and Partnerships – schedule is as follows:
 - Advanced Placement US History, partnering with Owosso High School, first weekend in June.
 - Movie Exhibition and New Castle Narrative, first weekend in June
 - Downtown Castle and Farmers Markets – June 15, 22, 29, July 13, 20, 27
 - Moonlight Market – August 3
 - Historic Home Tour, third Saturday in September partnering with SAC
 - Castle Painting Unveiling, possible first weekend in November
 - Annual Holiday Party and Silent Auction, Thursday, December 7
- Historical Exhibition for Advanced Placement US History – Commissioner Jenelle Steele-Elkins and Director Robert Doran has created and a full scale curriculum for student led exhibition to be held first weekend in June at Curwood Castle. Curated by Owosso High School students in partnership with the Owosso Historical Commission, this historical exhibition will explore and showcase artifacts from the archives of the OHC. In order to interpret the past, students will gather and analyze local artifacts as a means to create a historical narrative that foots to local, national and world history.
- Curwood Castle Narrative – building on Made in Owosso and the brand of Comstock Pioneer Cabin and the Woodard Paymaster Building, create a permanent narrative for the Castle that focuses on the three main segments of Curwood’s life: Writer; Movie Pioneer; and Outdoorsman/Conservationist.
- Curwood Movie Exhibition – revisit and move the current exhibition from the Gould House to Curwood Castle.
- Castle Paintings – the first two of the Castle Paintings have been at the conservator in Detroit since November of 2017 and will be ready to pick up on March 1. At time three additional paintings will be dropped off.
- Discuss future committees and reports & committee job descriptions
 - Education
 - Merchandising
 - Volunteers
 - Facilities
 - Marketing & Social Media
 - Fundraising
 - Exhibitions and Events
 - Acquisitions

CITIZEN COMMENTS: NONE

ADJOURN: CITY COUNCIL REPRESENTATIVE SUE OSIKA MOVED TO ADJOURN AT 8:23 PM, SECONDED BY COMMISSIONER ANNIE LUDINGTON. AYES ALL, MOTION CARRIED.