

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MAY 15, 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 MAY 1, 2017:

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF MAY 4, 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

None.

PUBLIC HEARINGS

1. Special Assessment District No. 2017-07. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2017-07 for Chipman Street from Willow Springs Drive to Harding Avenue for street resurfacing.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Special Assessment District No. 2017-06. Authorize Resolution No. 2 setting a public hearing for Monday, June 5, 2017 for proposed Special Assessment District No. 2017-06 for Chipman Street from Oliver Street to King Street.
2. Set Public Hearing – CDBG Grant Acceptance. Set a public hearing for Monday, June 5, 2017 to receive citizen comment regarding the proposal to accept CDBG grant funding for The 344 Project.
3. Bid Award - Carbon Dioxide. Accept low bid from Matheson Tri-Gas, Inc. for Carbon Dioxide in the amount of \$105.45 per ton, with an estimated annual contract of \$,3163.50, and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2018.
4. Bid Award - Calcium Hypochlorite Tablets. Accept low bid from Elhorn Engineering Company for Calcium Hypochlorite Tablets in the amount of \$112.00 per 55-gallon pail, with an estimated annual contract of \$4,256.00, and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2018.
5. Bid Award - Sodium Fluoride. Accept low bid from PVS-Nolwood Chemicals, Inc. for Sodium Fluoride in the amount of \$48.25 per bag, with an estimated annual contract of \$1,930.00, and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2018.
6. Contract Authorization – CDBG Third Party Administrator. Approve contract with Revitalization, LLC for administrative services related to the City's management of the CDBG grant for The 344 Project.
7. Purchase Authorization - Data Migration Assistance. Approve agreement with BS&A to assist in the migration of data from the current water system to the new automatic meter reading system in the amount of \$5,000.00 and authorize payment to the vendor upon satisfactory completion of the project.
8. Purchase Authorization – Water Meters. Authorize sole source purchase of large water meters from ETNA in the amount of \$54,565.00 and further authorize payment to the vendor upon satisfactory receipt of the equipment.
9. Purchase Authorization – File Server. Waive competitive bidding requirements, authorize the purchase of one HP ProLiant DL360p Gen8 rack mountable file server for the new automatic meter reading system through the National Joint Powers Alliance contract with CDW-G in the amount of \$6,351.15, and further authorize payment up to the contract amount upon satisfactory receipt of the equipment.
10. Warrant No. 542. Authorize Warrant No. 542 as follows:

Vendor	Description	Fund	Amount
William C Brown, PC	Professional services- April 11, 2017 – May 8, 2017	Various	\$9,011.54
Safebuilt Inc	Building department services-February 2017-was approved on warrant 539 for \$12,893.33, revised amount \$10,060.00	General	\$10,060.00
Safebuilt Inc	Building department services- March 2017	General	\$9,620.00
B S & A Software	Annual service and support for three modules- May 1, 2017-May 1, 2018	General	\$8,175.00

11. Check Register – April 2017. Affirm check disbursements totaling \$579,419.70 for April 2017.

ITEMS OF BUSINESS

1. Downtown Development Authority General Appropriations Resolution. Adopt the General Appropriations Resolution to authorize the levy of the Downtown Development Authority millage for the 2017-2018 fiscal year.
2. City Budget Adoption. Adopt General Appropriations Resolution approving the 2017-2018 City Budget.
3. General Engineering Services Contracts. Consider contracting with the Spicer Group, Fleis & Vandenbrink Engineering, Inc., Eng, Inc., and Orchard Hiltz & McCliment to provide professional engineering services for future engineering projects in accordance with the City Purchasing Policy for a period, renewed annually, through June 30, 2020.
4. Deficit Elimination Plan – Brownfield Redevelopment District No. 17. Consider deficit elimination plan for Brownfield Redevelopment District No. 17 – Cargill-Sonoco Road Project.

COMMUNICATIONS

1. N. Bradley Hissong, Building Official. April 2017 Building Department Report.
2. N. Bradley Hissong Building Official. April 2017 Code Violations Report.
3. Kevin D. Lenkart, Public Safety Director. April 2017 Police Report.
4. Kevin D. Lenkart, Public Safety Director. April 2017 Fire Report.
5. Downtown Development Authority/Main Street. Minutes of April 5, 2017.
6. Historical Commission. Minutes of April 10, 2017.
7. Planning Commission. Minutes of April 24, 2017.
8. Parks & Recreation Commission. Minutes of April 25, 2017.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, June 05, 2017

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018
Historical Commission – term expires December 31, 2019
Parks & Recreation Commission – 2 terms expiring June 30, 2017
Parks & Recreation Commission – term expires June 30, 2018

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio recordings 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 MAY 1, 2017
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: DAVID DUMOND
VFW POST 9455 CHAPLAIN

PLEDGE OF ALLEGIANCE: VFW POPPY QUEEN NATALIE THAYER

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

ABSENT: None.

APPROVE AGENDA

Motion by Councilmember Greenway to approve the agenda with the following changes:

Add:

Proclamations & Special Presentations

3. Playground for Differently Abled Children
4. Eagle Scout Project – Dakota Flatter

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF APRIL 12, 2017

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of April 12, 2017 as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 17, 2017

Motion by Councilmember Fox to approve the Minutes of the Regular Meeting of April 17, 2017 as presented. **Error! Reference source not found.**

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

Buddy Poppy Sale Kickoff

Poppy Queen Natalie Thayer was present to sell the ceremonial first Buddy Poppy to Mayor Christopher Eveleth marking the start of the annual Buddy Poppy Sale in Owosso.

Retirement Proclamation – Helen Gaynor

Mayor Christopher T. Eveleth read aloud the following Mayoral Proclamation recognizing Water Filtration Plant Operator Helen Gaynor for her years of service to the City of Owosso on the occasion of her retirement:

A Proclamation of the Mayor's Office of the City of Owosso, Michigan Recognizing the Distinguished Public Service of

HELEN GAYNOR

WHEREAS, Helen Gaynor began her service to the City of Owosso as Water Plant Shift Attendant in April of 1990, gaining her F-4 and F-3 certifications in January 1991 and January 1992 respectively; and

WHEREAS, Helen has shown the utmost dedication to her job, reporting to plant, ready to work night after night, day after day, year after year. A manager's dream from day one; and

WHEREAS, Helen was known by her fellow employees as someone that had a great work ethic and someone that "had your back", she consistently went the extra mile to provide assistance to her fellow employees whenever it was needed; and

WHEREAS, Helen was always willing to take on whatever needed job to be done – from working in the lab, to collecting monthly distribution samples, to doing yard work, to climbing aboard a skytrack to work on a piece of equipment; and

WHEREAS, Helen's renown work ethic came into full view when she took a leadership role in the recent rehabilitation of the aerator at the water treatment plant; her work contributed to the removal of over 51,000 pounds of hardened calcium and iron from the unit and motivated others to keep moving forward despite the tedious nature of the project, and saving the equipment from imminent failure; and

WHEREAS, the words of Helen's supervisor on her 6-month probationary evaluation summarize the qualities she embodies that made her such an exemplary employee: Helen "has very good daily attendance and works well with others. Her quality of work is very good... She shows interest in her work and questions she asks shows she has put thought into her job beyond the mechanics of the operation. Employee shows good judgement and accepts criticism in a positive manner... She attacks problems she encounters." and

WHEREAS, it is the intent of this Office that Helen's Dedicated and Distinguished Public Service be recognized.

NOW, THEREFORE, BE IT PROCLAIMED that I, Christopher T. Eveleth, Mayor of the City of Owosso, on behalf of the citizens of Owosso, hereby recognize and thank Helen for her 27 years of dedicated service to the Owosso community and further express our sincere wishes to Helen and her family for a long, healthy and happy retirement.

Proclaimed this 1st day of May, 2017.

Playground for Differently Abled Children (This item was added to the agenda.)

Linda Perkin of the Shiawassee Owosso Kiwanis Club detailed the club's desire to purchase and install inclusive playground equipment at Bentley Park to accommodate kids of all different abilities. The new equipment will be designed to integrate with the current play equipment in the park. The club plans to join forces with the other local Kiwanis Club as well as the Owosso and Corunna Rotary Clubs to raise the necessary funds and conduct a volunteer build next year. Ms. Perkin indicated she was looking for the City's blessing to proceed with the project.

Motion by Councilmember Fox to approve the addition of playground equipment for differently abled children to the current playscape at Bentley Park and allow the required fund raising drive to proceed.

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

Eagle Scout Project – Dakota Flatter (This item was added to the agenda.)

Eagle Scout candidate Dakota Flatter introduced himself and detailed his plans to refurbish the kick-ball field at Adams Park, including the installation of permanent bases and benches. He estimated the project will cost approximately \$2,000 - \$2,500 and he indicated he would like to start work by the end of the month.

Motion by Councilmember Fox to allow Dakota Flatter to proceed with his Eagle Scout project to refurbish the kick-ball field at Adams Field as proposed.

Motion supported by Councilmember Greenway.

Roll Call Vote.

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

NAYS: None.

PUBLIC HEARINGS

Special Assessment District No. 2017-01

**Oliver Street
From Washington Street to Oak Street**

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2017-01 for Oliver Street from Washington Street to Oak Street for reconstruction.

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

Motion by Councilmember Fox that the following resolution be adopted:

RESOLUTION NO. 50-2017

**SPECIAL ASSESSMENT DISTRICT NO. 2017-01
OLIVER STREET FROM WASHINGTON STREET TO OAK STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Oliver Street from Washington Street to Oak Street, and

WHEREAS, there was no one to be heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$97,051.68 is hereby confirmed and shall be known as Special Assessment Roll No. 2017-01.
2. Said special assessment roll shall be divided into twenty installments, the first of which shall be due and payable on December 1, 2017, and the subsequent installments shall become due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2017.
3. The installments of the special assessment roll shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2017 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

Special Assessment District No. 2017-03

**Stewart Street
From Chestnut Street to Chipman Street**

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2017-03 for Stewart Street from Chestnut Street to Chipman Street for street rehabilitation.

The following people commented regarding the proposed special assessment roll:

William Dennis, 1813 Stewart Street, said he doesn't understand why his property is being specially assessed, he does not know what work will be done to the street, and he does not want to pay for a new water line simply so the City can offer water to those on Bock Drive.

Ray Farley, owner of lots on Stewart Street, inquired why he was being specially assessed if his home is on Nafus Street.

Char Porubski, business owner at 800 S. Chipman Street, inquired how long the street would be shut down. She said she had expressed her concerns for her business to the City Engineer and had received reassurances that arrangements would be made to ensure customers would have access to the business throughout the project but she remained concerned that the contractor would not follow the City's directions.

Steve Porubski, business owner at 800 S. Chipman Street, said his biggest concern was having two projects going on at the same time (Stewart Street and Chipman Street). He was concerned that people would be denied access to his business.

Rodney Weinert, owner of 1314 Stewart Street, inquired on which side of the street the water line would be located.

An anonymous phone call was received prior to the meeting with the caller stating that she was happy the street was being repaired but she thought the recent street "millage" would cover the cost. She indicated she was worried about the amount of her assessment and inquired about a poverty exemption.

In response to the questions and comments received City staff indicated the following: water main will be located on the north side of Stewart Street and the east side of Chipman Street; properties will not be specially assessed for the cost to install water mains; special assessments are an essential part of making construction projects possible; and the City sends out letters prior to each project detailing the work to be performed.

Mayor Eveleth asked for assurance the grocery store will continue to have access during both the Chipman Street project and the Stewart Street project. Staff indicated one of the two streets will be open at all times.

In a further effort to reassure the Porubski's City Engineer Randy Chesney indicated that someone representing the City will be present at all times during the projects and the Porubski's should feel free to contact them or him with any issues. He also noted that Consumers Energy would be coming into the area to replace lines and he would relay the Porubski's concerns to them.

City Attorney William C. Brown reminded the Council that the purpose of tonight's hearing was to determine if the project should move forward noting that another hearing will be held to discuss the special assessment amounts.

Councilmember Fox noted that his property has been affected by the reconstruction of Oliver Street and he reassured all those to be affected by reconstruction projects that Consumers Energy has been cooperative on his property and were good to work with.

Motion by Councilmember Fox to approve the following resolution:

RESOLUTION NO. 51-2017

**ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2017-03
STEWART STREET, FROM CHESTNUT STREET TO CHIPMAN STREET
FOR STREET REHABILITATION**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited: Stewart Street, a Public Street, from Chestnut Street to Chipman Street

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$907,365.00 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
3. The City Council determines that of said total estimated cost, the sum of \$138,330.91 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied: Stewart Street, Public Street, from Chestnut Street to Chipman Street for street resurfacing.
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.

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

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

2017-2018 Proposed City Budget

A Public Hearing was conducted to receive citizen comment regarding the proposed 2017-2018 City Budget.

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

CITIZEN COMMENTS AND QUESTIONS

Rodney Weinert inquired if his sidewalk could be removed when the water main is installed on Stewart Street as he is the only property on his side of the street with sidewalk. Staff agreed to look into the issue.

Tom Manke, Owosso Township resident, criticized the work of MAGNET saying they aren't doing anything to take down the high level dealers in the area and he asked that Council "hold their feet to the fire".

County Commissioner Dan McMaster gave a brief update on the status of the new dispatch center saying the bids have come in but are much higher than anticipated and they may have to look at other options. He also indicated that a number of vacancies exist on county boards and encouraged people to come forward to serve.

Mayor Eveleth reminded everyone that this Saturday marks the beginning of the farmers' market for the season.

Mayor Pro-Tem Osika thanked Main Street Director Josh Adams and Jumbo's for organizing and donating to this weekend's downtown cleanup effort. She also congratulated Public Safety Director Kevin Lenkart on earning his master's degree.

CITY MANAGER REPORT

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

CONSENT AGENDA

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

Special Assessment District No. 2017-07. Authorize Resolution No. 2 setting a public hearing for Monday, May 15, 2017 for proposed Special Assessment District No. 2017-07 for Chipman Street from Willow Springs Drive to Harding Avenue as follows:

RESOLUTION NO. 52-2017

CHIPMAN STREET REHABILITATION PROJECT DETERMINATION OF NECESSITY

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

Chipman Street, a Public Street, from Willow Springs Drive to Harding Avenue; Rehabilitation

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 \$93,534.00 and determines that \$37,413.60 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 \$56,120.40 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, May 15, 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, a Public Street, from Willow Springs Drive to Harding Avenue

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

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, May 15, 2017 for the purpose of hearing any person to be affected by the proposed public improvement.

Skate Park Grant Application Amendment. Amend Resolution No. 28-2017 approving application for an MDNR Recreation Passport Grant for a new skate park adjusting the projected cost as detailed below:

RESOLUTION NO. 28.1-2017

**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	\$74,083
Total Project Cost	\$100,000

Grove Holman Skate Park Grant	
Contributor	Contribution
Total Local Match	\$25,900
Grant Request	\$74,100
Total Project Cost	\$100,000

Bid Award - Standby Generator for Water Filtration Plant. Accept the low bid of Maher Electric, LLC dba Michigan Critical Power for the provision and installation of one 300 Kw standby generator at the Water Filtration Plant in the amount of \$75,760.00, plus a contingency of \$5,000.00, and authorize payment up to the contract amount, including the contingency, to the vendor upon satisfactory delivery and installation of the product as follows:

RESOLUTION NO. 53-2017

AUTHORIZING PURCHASE AGREEMENT AND PAYMENT TO MICHIGAN CRITICAL POWER FOR A 300 Kw STANDBY GENERATOR SYSTEM FOR USE AT THE WATER TREATMENT FACILITY

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Water Replacement Fund for the replacement of an Emergency Standby Generator, and

WHEREAS, the existing generator is beyond economical restoration and oversized for its application, and determined to require replacement with a more efficient and properly sized unit, as specified in the competitive low and responsible bid price provided from Maher Electric, LLC dba Michigan Critical Power in the amount of \$75,760.00, and

WHEREAS, the City Public Services Director has reviewed the Bid proposals and verified the replacement generator system needed to replace the current generating system, and recommends authorizing Michigan Critical Power of Byron Center, Michigan to provide and install the replacement generator system in an amount not to exceed \$75,760.00, plus contingency installation and modification expenses, with prior written approval, in the amount of \$5,000.00.

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 Maher Electric, LLC dba Michigan Critical Power for the purchase and installation of a generator system for use at the Water Treatment Facility.

SECOND: The accounts payable department is authorized to submit payment to Michigan Critical Power for the purchase and installation of one new Kohler 300 Kw generator system in the amount of \$75,760.00, plus a contingency amount of \$5,000.00 with prior written approval, for a total of \$80,760.00.

THIRD: The above expenses shall be paid from account no. 599-901-977.000.

Bid Award - 2017 Street Patches Program. Authorize bid award to Sumbera Excavating, Inc. as the low bidder for the 2017 Street Patches Program in the amount of \$44,230.00, approve a contingency amount of \$4,400.00, and further authorize payment up to the bid amount plus the contingency (with prior written approval) upon satisfactory completion of the work or a portion thereof as detailed:

RESOLUTION NO. 54-2017

AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2017 STREET PATCHES PROGRAM WITH SUMBERA EXCAVATING OF OWOSSO, MICHIGAN

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

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

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Sumbera Excavating, Inc. for pavement patching as part of the 2017 Street Patches Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the contract document(s) for Services Between the city of Owosso, Michigan and Sumbera Excavating, Inc. in the amount of \$44,230.00.

THIRD: The accounts payable department is authorized to pay Sumbera Excavating, Inc. for work satisfactorily completed in the amount of \$44,230.00, plus contingency work in the amount of \$4,400.00 with prior written approval, for a total of \$48,630.00.

FOURTH: The above expenses shall be paid from account 591-552-833.300 and 591-552-833.200 Water Maintenance Fund, 590-549-833.200 Sewer Maintenance Fund, and 203/202-463-818.000 Local and Major Maintenance Fund.

Bid Award - 2017 Tall Grass Mowing Program. Authorize bid award to J&M Tree Service for mowing of private properties in violation of the weed ordinance and for certain city-owned properties for the 2017 mowing season in the amount of \$24,300.00, approve a contingency of \$2,500.00 to be utilized only upon written approval, and further authorize payment up to the bid amount plus the contingency as follows:

RESOLUTION NO. 55-2017

AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2017 CITY WIDE MOWING AND NOXIOUS WEED REMOVAL PROGRAM WITH J&M TREE SERVICE, AKA FORREST M. SPITZER OF FLINT, MICHIGAN

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that maintenance of city owned grounds, and private property not in compliance with city ordinances is required, necessary, and in the public interest; and

WHEREAS, the city of Owosso sought bids to perform mowing and noxious weed removal services, J&M Tree Service a.k.a. Forrest M. Spitzer was the low responsible and responsive bidder, and it is hereby determined that J&M Tree Service of Flint, Michigan is qualified to provide such services.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ J&M Tree Service a.k.a. Forrest M. Spitzer for the 2017 Mowing and Noxious Weed removal Program.

SECOND: The mayor and city clerk are instructed and authorized to sign the contract document/s for services between the city of Owosso, Michigan and J&M Tree Service in the amount of \$24,300.00, plus contingency work with prior written approval, in the amount of \$2,500.00 for a total of \$26,800.00

THIRD: The accounts payable department is authorized to pay J&M Tree Service for work satisfactorily completed in the amount of \$24,300.00, plus contingency work in the amount of \$2,500.00 with prior written approval, for a total of up to \$26,800.00.

FOURTH: The above expenses shall be paid from account 101-265-818.000.

Motion supported by Councilmember Bailey.

Roll Call Vote.

AYES:

NAYS:

ITEMS OF BUSINESS

Pole Usage Agreement – Water Meter Transmitters

Motion by Councilmember Teich to approve an agreement with Consumers Energy to mount water meter transmitters on utility poles in up to 5 locations throughout the City and authorize payment to Consumers according to the terms of the agreement as detailed below:

RESOLUTION NO. 56-2017

**RESOLUTION AUTHORIZING THE EXECUTION OF A POLE ATTACHMENT AGREEMENT
WITH CONSUMERS ENERGY COMPANY
FOR WATER METER RADIO TRANSMISSION EQUIPMENT**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to install an electronic water meter reading system; and

WHEREAS, it is necessary to install four or five water meter radio transmitters on Consumers Energy utility poles; and

WHEREAS, Consumers Energy requires a pole attachment agreement to install the transmitters on Consumers Energy utility poles;

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to install four or five water meter transmitters on Consumers Energy utility poles;
- SECOND: that the city of Owosso will pay engineering and permit application fees of \$105.00 per installation from the water fund plus an annual attachment fee which is currently \$8.13 but may differ in the future;
- THIRD: that the city manager of the city of Owosso is hereby instructed and authorized to sign the necessary documents with Consumers Energy.

Motion supported by Councilmember Fox.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

Kevin D. Lenkart, Public Safety Director. March 2017 Police Report.
Kevin D. Lenkart, Public Safety Director. March 2017 Fire Report.
Planning Commission. Minutes of March 27, 2017.

CITIZEN COMMENTS AND QUESTIONS

None.

NEXT MEETING

Thursday, May 4, 2017 – Budget work session, 6:00 p.m.
Monday, May 15, 2017 – Regular meeting, 7:30 p.m.

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018
Historical Commission – term expires December 31, 2019
Parks & Recreation Commission – 2 terms expiring June 30, 2017
Parks & Recreation Commission – term expires June 30, 2018

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 8:43 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

**CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES OF MAY 4, 2017
6:00 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,
Councilmembers Loreen F. Bailey, Elaine M. Greenway, and Daniel A.
Law.

ABSENT: Councilmembers Burton D. Fox Robert J. Teich, Jr.

CITIZEN COMMENTS AND QUESTIONS

None.

DISCUSSION (This discussion is a continuation of the meeting of April 12, 2017.)

Finance Director Karen Ruddy and Public Safety Director Kevin Lenkart gave PowerPoint presentations detailing the 2017-18 Proposed Budget for the items listed below.*

- IV. Public services
 - a. Major and local streets
 - b. Capital improvements-streets
 - c. Fleet maintenance
- V. Debt obligations
- VI. Public safety

Prior to beginning his presentation Public Safety Director Lenkart detailed the request from MAGNET for the provision of a vehicle in addition to the City's current contribution of one officer. He said that the City contributes well over \$70,000 each year to MAGNET and he feels the State should provide funding for a vehicle.

- a. police
 - b. fire
 - c. emergency medical
- VII. Historical Commission Fund (pages 71-73)
- VIII. Downtown Development Authority
- IX. Owosso Community Airport
- X. Enterprise funds (Scheduled May 13)
 - Sewer Fund
 - Water Fund
 - Wastewater Treatment Plant Fund

After the planned discussion ended Councilmember Bailey inquired again about the possibility of divesting the City of the Library. She noted that she has championed this issue for a few years now and

wanted to remind people of the issue. There was discussion regarding the possibility of the Library floating a bond to fund itself, increasing the Library's annual payment to the City, and the covenants on the Library property that make it difficult to simply spin the Library off. Councilmember Bailey indicated she would like to work with the Library Board, the Cook Family Foundation, and a facilitator to discuss the future of the Library. Mayor Eveleth said he would like to look into the matter.

NEXT MEETING

Monday, May 15, 2017

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2018
Historical Commission – term expires December 31, 2019
Parks & Recreation Commission – 2 terms expiring June 30, 2017
Parks & Recreation Commission – term expires June 30, 2018

After consulting with the Councilmembers present the Mayor determined the budget work session scheduled for Saturday, May 13th was no longer needed and should be cancelled.

ADJOURNMENT

The meeting adjourned at 7:42 p.m.

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

*Copies of the PowerPoint presentations are available in the Clerk's Office.



MEMORANDUM

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

DATE: May 08, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Chipman Street Resurfacing – Special Assessment Resolution No 3

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. N. Chipman Street, from Willow Springs Drive to Harding Avenue, 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 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. Resolution No. 2 for the proposed improvement was approved by City Council at its **May 1, 2017** meeting.

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. City Council is asked to act upon Resolution No. 3 on **May 15, 2017** for the proposed improvement.

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 holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2017-07

N. Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue

RESOLUTION NO.
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2017-07
CHIPMAN STREET, FROM WILLOW SPRINGS DRIVE TO HARDING AVENUE
FOR STREET RESURFACING

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

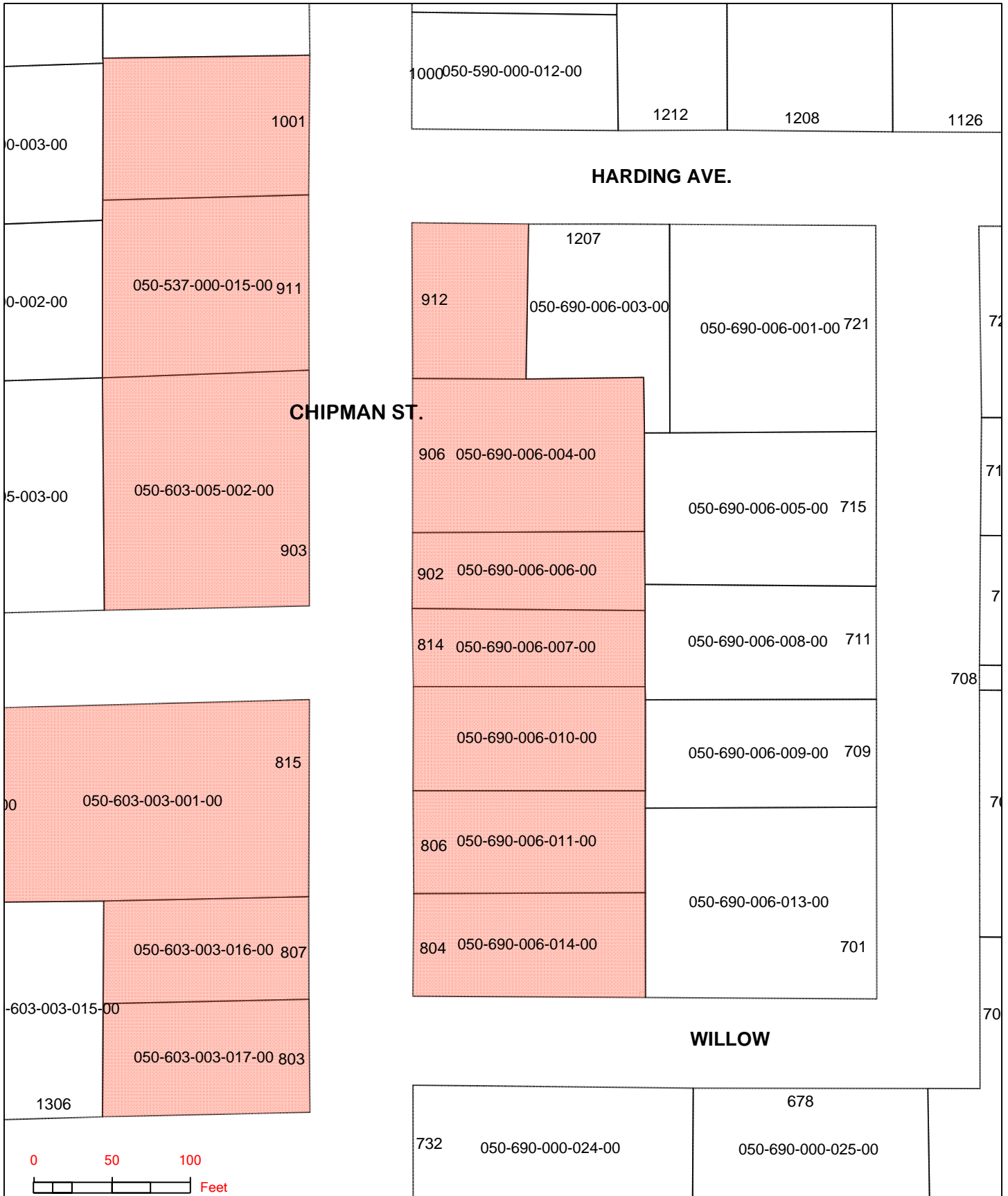
WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited: N. Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue.
2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be **\$93,534.00** and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
3. The City Council determines that of said total estimated cost, the sum of **\$37,413.60** be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied: N. Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue for street resurfacing.
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.

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

OWOSSO





MEMORANDUM

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

DATE: May 8, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: N. 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. N. Chipman Street, from Oliver Street to King 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 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. City Council is asked to act upon Resolution No. 2 for the proposed improvement at the **May 15, 2017** council meeting.

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. The **June 5, 2017** council meeting is proposed for this public hearing.

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:

N. Chipman Street, Public Street, from Oliver Street to King Street

Special Assessment Resolution No. 2 for N. Chipman Street

Special Assessment District No. 2017-06

Chipman Street, Public Street, from Oliver Street to King Street

RESOLUTION NO.

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

N. Chipman Street, Public Street, from Oliver Street to King 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 **\$72,348.00** and determines that **\$28,939.20** 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 **\$43,408.80** 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, May 15, 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:

N. Chipman Street, Public Street, from Oliver Street to King Street

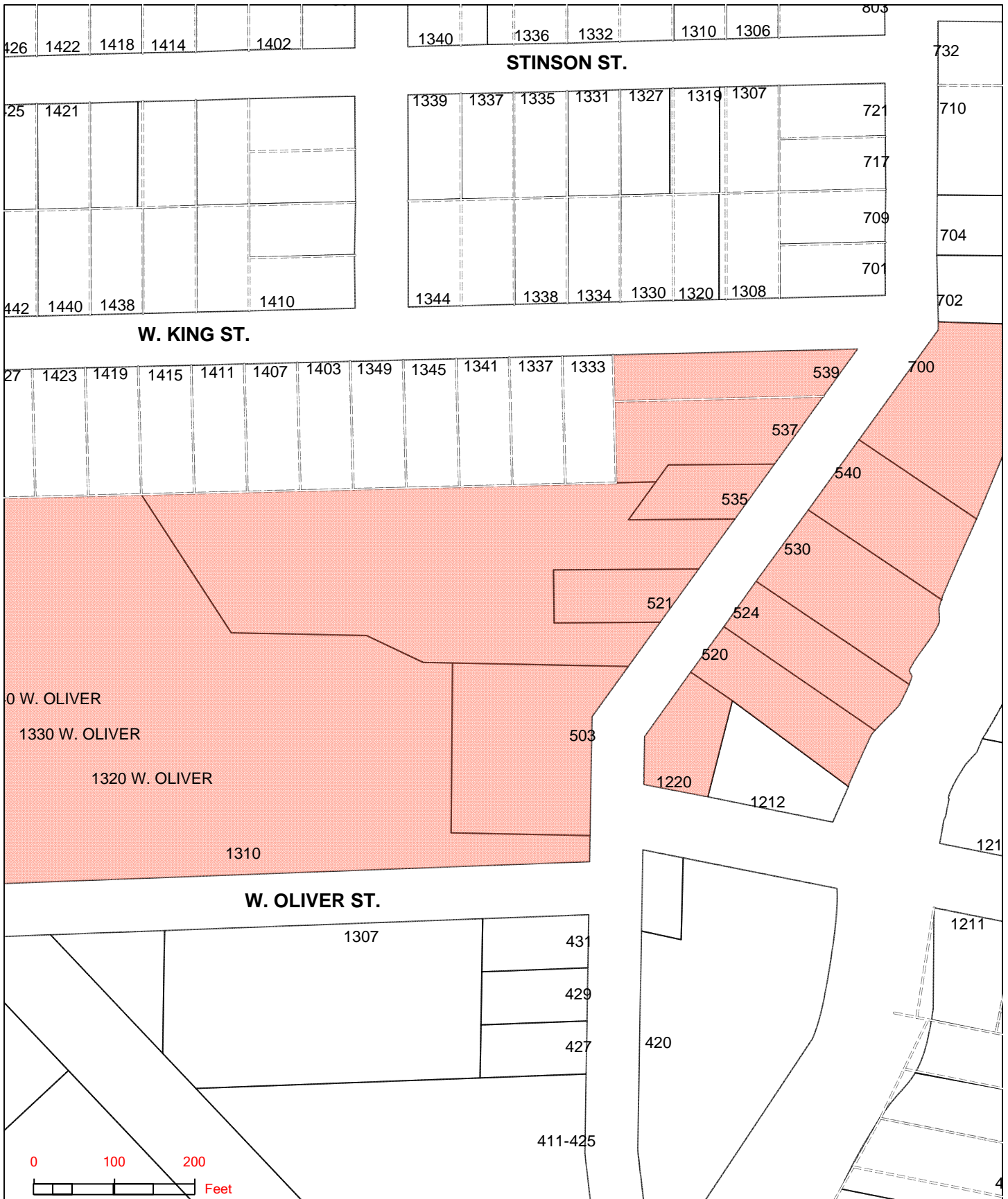
TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Resurfacing.**

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, May 15, 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: May 10, 2017

TO: Mayor Eveleth and the Owosso City Council

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

SUBJECT: Setting a public hearing to accept a Community Development Block Grant (CDBG) for the 344 Building Project and designate the mayor as the certifying officer to sign the grant agreement and payment requests.

RECOMMENDATION:

Staff recommends setting a public hearing for Monday, June 5, 2017 on or about 7:30 p.m. to hear citizen comments regarding a CDBG grant in the amount of One Million One Hundred Sixty-Six Thousand Seven Hundred Thirty-Seven Dollars (\$1,166,737.00) as well as authorizing the mayor as the certifying officer to sign the grant agreement and payment requests.

BACKGROUND:

The 344 Building project consists of the rehabilitation of an historic building, located at 344W. Main Street and proposes a mixed-use redevelopment with nine (9) new apartments on the second floor and 9,010 square feet of commercial space on the first floor to be white boxed for future use. The owner, in conjunction with the city of Owosso, has submitted an application to the MEDC for help in funding this project and has received a letter of interest from the MEDC and Michigan Strategic Fund for capital investment and an offer of \$1,166,737.00 under the Brownfield Tax Increment Financing (TIF), and Community Development Block Grant Program (CDBG).

FISCAL IMPACTS:

The city will be a flow through for funds expended on this project.

**RESOLUTION NO.
SETTING THE PUBLIC HEARING
AUTHORIZING THE APPLICATION FOR A
COMMUNITY DEVELOPMENT BLOCK GRANT AND
DESIGNATION OF CERTIFYING OFFICER**

WHEREAS, the city of Owosso has been invited by the Michigan Strategic Fund to submit a CDBG application in the amount of One Million One Hundred Sixty-Six Thousand Seven Hundred Thirty-Seven Dollars (\$1,166,737.00); and

WHEREAS, the city is required to set a public hearing as part of the process in accepting CDBG funds and to designate the mayor as the certifying officer, the person authorized to certify the Michigan CDBG Application, and the person authorized to sign the Grant Agreement and payment requests; and

WHEREAS, the city of Owosso desires to use the CDBG funds for the 344 Building; and

WHEREAS, the proposed project is consistent with the local community development plan as described in the Application; and

WHEREAS, the proposed project will clearly eliminate objectively determinable signs of blight and will be strictly limited to eliminating specific instances of blight outside a defined Slum or Blighted Area; and

WHEREAS, local funds and any other funds to be invested in the project have not been obligated and will not be obligated prior to a formal grant award, completion of the environmental review procedures and a formal written authorization to incur costs from the Michigan Economic Development Corporation.

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

FIRST: the Owosso City Council sets a public hearing for Monday, June 5, 2017 on or about 7:30 p.m. in council chambers at city hall for the purpose of hearing comments for residents or taxpayers within the city of Owosso; and

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



MEMORANDUM

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

DATE: May 10, 2017
TO: City Council
FROM: Glenn M. Chinavare, Utility Director
SUBJECT: Water Treatment - Annual Supply for Bulk Chemicals

RECOMMENDATION:

Authorization to enter into a purchase agreement with Matheson Tri-Gas, Elhorn Engineering, and PVS Nolwood, for bulk chemicals necessary for treatment of potable drinking water.

BACKGROUND:

Carbon Dioxide (CO₂) is used at the Water Filtration Facility for Ph. adjustment, after removal of excessive hardness with Lime. Three bids were as reflected in the attached bid tab, with Matheson Tri-Gas of Lisle, Illinois offering the lowest responsive price at \$105.45 per ton.

Calcium Hypochlorite Tablets (Cal Hypo) are three inch tablets used as a backup disinfection source for Water Filtration. Of the three bids received Elhorn Engineering of Mason, Michigan was the low responsible bidder at \$112.00 per 55 gallon pail.

Sodium Fluoride (H₂SiF₆) is used at the Water Filtration Facility to adjust the naturally Fluoride ion lost during the water treatment process. Fluoride in drinking water is used as an aid to prevent tooth decay. Of the two bids received, PVS Nolwood of Detroit, Michigan was the lowest responsive bidder at \$48.25 per bag.

FISCAL IMPACTS:

CO₂ usage estimated for FY 2017-2018 is 30 tons @ \$105.45/ton for total..... \$3,163.50
Cal Hypo Tablets usage estimated for FY2017-2018 is 38 each 55 gal pails @ \$112.00/pail for total... \$4,256.00
H₂SiF₆ Sodium Fluoride estimated for FY2017-2018 is 40 bags at \$48.25/bag for total.....\$1,930.00

Document originated by:

Glenn M. Chinavare, Utility Director

Attachments: (1) Bid Summaries
(2) Resolutions

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
CARBON DIOXIDE
FOR THE PERIOD FY2017-2018
FROM MATHESON TRI-GAS OF LISLE, ILLINOIS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires carbon dioxide in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the City of Owosso solicited competitive bids for carbon dioxide; and it is hereby determined that Matheson Tri-Gas is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase carbon dioxide from Matheson Tri-Gas, in the amount of \$105.45 per ton for the city fiscal year 2017-2018 with an estimated total amount for the year of \$3,163.50.
- SECOND: The accounts payable department is authorized to submit payment to Matheson Tri-Gas for the purchase of Bulk CO2 in the amount of \$3,163.50, plus a contingency amount of \$400.00 with prior written approval, for a total of \$3,563.50.
- THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 4/25/2017DEPT. WATERSUBJECT: 2017-2018 BULK CARBON DIOXIDE

				MATHESON TRI-GAS		PURITY CYLINDER GASES		LEONARD'S FOUNTAIN SPECIALITIES	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BULK CARBON DIOXIDE	30	TON	\$ 105.45	\$ 3,163.50	142.80	\$ 4,284.00	\$ 240.00	\$ 7,200.00
TOTAL BID				\$	3,163.50	\$	4,284.00	\$	7,200.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

N/A

AWARDED:

PURCH.

AGENT:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

N/A

COUNCIL

APPROVED:

STAFF

REC.:

MATHESON TRI-GAS

SOLE PROPRIETORSHIP

EXPIRATION DATE:

—

PO NUMBER:

CITY OF OWOSSO BID TABULATION SHEET

DATE 4/25/2017
DEPT. WATER

SUBJECT: 2017-2018 BULK CARBON DIOXIDE

				PRAXAIR		UNIVAR			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BULK CARBON DIOXIDE	30	TON	NO BID		NO BID			\$ -
TOTAL BID				\$ -		\$ -		\$ -	

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
CALCIUM HYPOCHLORITE TABLETS
FOR THE PERIOD FY2017-2018
FROM ELHORN ENGINEERING OF MASON, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires calcium hypochlorite tablets in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the City of Owosso solicited competitive bids for calcium hypochlorite tablets; and it is hereby determined that Elhorn Engineering is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase calcium hypochlorite tablets from Elhorn Engineering in the amount of \$112.00 per pail for the city fiscal year 2017-2018 with an estimated total amount for the year of \$4,256.00.
- SECOND: The accounts payable department is authorized to submit payment to Elhorn Engineering for the purchase of Calcium Hypochlorite Tablets in the amount of \$4,256.00, plus a contingency amount of \$500.00 with prior written approval, for a total of \$4,756.00.
- THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 4/25/2017DEPT. WATERSUBJECT: 2017-2018 ACCU-TAB SL CAL HYPO TABLETS

				ELHORN ENGINEERING		UNIVAR		USA BLUEBOOK	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ACCU-TABS	38	PAIL	\$ 112.00	\$ 4,256.00	117.70	\$ 4,472.60	\$ 145.50	\$ 5,529.00
TOTAL BID				\$	4,256.00	\$	4,472.60	=	\$ 5,529.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

N/A

AWARDED:

PURCH.

AGENT:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

N/A

COUNCIL

APPROVED:

STAFF

REC.:

ELHORN ENGINEERING

SOLE PROPRIETORSHIP

EXPIRATION DATE:

-

PO NUMBER:

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
HYDROFLUORSILIC ACID
FOR THE PERIOD FY2017-2018
FROM PVS NOLWOOD OF DETROIT, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires calcium hypochlorite tablets in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the City of Owosso solicited competitive bids for Hydrofluorsilic Acid/Sodium Fluoride; and it is hereby determined that PVS Nolwood of Detroit, Michigan is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Sodium Fluoride from PVS Nolwood in the amount of \$48.25 per bag for the city fiscal year 2017-2018 with an estimated total amount for the year of \$1,930.00.
- SECOND: The accounts payable department is authorized to submit payment to PVS Nolwood for the purchase of Sodium Fluoride in the amount of \$1,930.00, plus a contingency amount of \$300.00 with prior written approval, for a total of \$2,230.00.
- THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 4/25/2017DEPT. WATERSUBJECT: 2017-2017 SODIUM FLUORIDE

				PVS NOLWOOD		UNIVAR			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	SODIUM FLUORIDE	40	BAG	\$ 48.25	\$ 1,930.00	56.00	\$ 2,240.00		\$ -
				MINIMUM OF 40 BAGS DELIVERED PER SHIPMENT					
TOTAL BID				\$	1,930.00	\$	2,240.00	\$	-

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:



MEMORANDUM

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

DATE: May 10, 2017

TO: Mayor Eveleth and the Owosso City Council

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

SUBJECT: Authorizing the selection of a certified grant administrator for the 344 Building Project as required by the MEDC.

RECOMMENDATION:

Staff recommends the selection of Revitalize LLC as the certified grant administrator for the 344 Building Project.

BACKGROUND:

The 344 Building project consists of the rehabilitation of an historic building, located at 344W. Main Street and proposes a mixed-use redevelopment with nine (9) new apartments on the second floor and 9,010 square feet of commercial space on the first floor to be white boxed for future use. The owner, in conjunction with the city of Owosso, has submitted an application to the MEDC for help in funding this project and has received a letter of interest from the MEDC and Michigan Strategic Fund for capital investment and an offer of \$1,166,737.00 under the Brownfield Tax Increment Financing (TIF), and Community Development Block Grant Program (CDBG).

The Michigan Strategic Fund receives funding for various programs from the United States Department of Housing and Urban Development (HUD) for projects such as this one. The city of Owosso is the unit of local government, and therefore has to "administer" the grant; however, the MEDC requires these types of programs use a certified grant administrator. The MEDC will pay for these services.

The city received two responses after submitting a request for proposal (RFP); one from Hager Consulting out of Fremont, and one from Revitalize LLC out of Mason. Both scored within three (3) points of each other using the scoring criteria from the RFP. Staff recommends awarding the bid to Revitalize LLC, even though their score was the lower of the two, for two reasons. First, the company is located in Mason and is much closer for onsite work. Second, Revitalize LLC has more people on staff to handle the intense work load. Both companies are highly regarded in this specialized scope and would provide exceptional work.

FISCAL IMPACTS:

The city will be a flow through for funds expended on this project.

**RESOLUTION NO.
AUTHORIZING THE SELECTION OF
A CERTIFIED GRANT ADMINISTRATOR
FOR THE 344 BUILDING PROJECT USING
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, the city of Owosso sought proposals from consultants for management and administrative services required by the City for administration/implementation of a proposed Community Development Block Grant (CDBG) if funded by the state; and

WHEREAS, the project for which funds will be requested consists of the rehabilitation of an historic building, located at 344W. Main Street and proposes a mixed-use redevelopment with 11 new apartments on the second floor and 9,010 square feet of commercial space on the first floor to be white boxed; and

WHEREAS, the city of Owosso posted an Request for Proposal (RFP) on the city website and submitted a the RFP to MITN and the MEDC for posting on the their respective websites for a certified grant administrator for the 344 Building project; and

WHEREAS, the city received two responses from the RFP; and

WHEREAS, a list of those that responded and a copy of each consultants response was sent to the MEDC for review; and

WHEREAS, the city of Owosso used the scoring criteria from the RFP as well as taking into account the proximity of company and number of staff to select Revitalize LLC to perform these services for \$28,640.00; and

WHEREAS, the entire cost for the certified grant administrator will be paid for by the MEDC as part of the grant.

NOW, THEREFORE, BE IT RESOLVED that the Owosso City Council, county of Shiawassee, state of Michigan:

FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Revitalize, LLC to provide administrative consulting services for the 344 Building project; and

SECOND: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit A, Contract for Administrative Consulting Services with Revitalize, LLC.

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/2/2017DEPT. Comm. Dev.SUBJECT: 2017 CDBG Admin Consultant Implementation Proposal - 344 Building

				Revitalize, LLC			Hager Consulting			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	Est. QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	General Tasks	24	Hours	\$ 80.00	\$ 1,920.00	46	\$ 85.00	\$ 2,040.00		\$ -
2	Financial Management	60	Hours	\$ 80.00	\$ 4,800.00	80	\$ 85.00	\$ 5,100.00		
3	Environmental Review	32	Hours	\$ 80.00	\$ 2,560.00	50	\$ 85.00	\$ 2,720.00		
4	Procurement	40	Hours	\$ 80.00	\$ 3,200.00	30	\$ 85.00	\$ 3,400.00		
5	Construction and Labor Compliance	174	Hours	\$ 80.00	\$ 13,920.00	180	\$ 85.00	\$ 14,790.00		
6	Monitoring and Close Out	20	Hours	\$ 80.00	\$ 1,600.00	15	\$ 85.00	\$ 1,700.00		
7	National Objective Compliance	8	Hours	\$ 80.00	\$ 640.00	10	\$ 85.00	\$ 680.00		
	TOTALS	358				411		\$ 34,935.00		
TOTAL BID				\$	28,640.00		\$	35,000.00		

DEPT.

HEAD: Susan Montenegro

PURCH

AGENT: Karen K. Radely

STAFF

REC.: Revitalize LLC

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: _____

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: _____

SOLE PROPRIETORSHIP

EXPIRATION DATE: _____

AWARDED: _____

COUNCIL

APPROVED: _____

PO NUMBER: _____

PART THREE: SELECTION CRITERIA

All responses to the proposal will be evaluated according to the following criteria and corresponding point system. The proposals will be evaluated on the basis of written materials. Sufficient information must be included in the proposal to assure that the correct number of points is assigned. Incomplete or incorrect information may result in a lower score.

60 **Price Consideration** - The lowest proposal will receive the maximum points. Other, more expensive proposals will receive reduced points based on the following formula with rounding to the nearest tenth. The lowest proposal will receive the full 60 pts with each proposal thereafter receiving a proportionally reduced amount of points to the higher proposal.

Lowest Proposal x Total Possible Price Points = Points allocated to a more expensive proposal

Example:

60 points is the total possible points.

100% of total possible points are the price consideration.

Proposal 1 is for \$ 27,000

Proposal 2 is for \$ 20,000

Proposal 3 is for \$ 30,000

Revitalize Bid = \$28,640

Hager Consulting Bid = \$35,000

Step 1: Determine points allocated for price -- $60 \times 100\% = 60$ points

Step 2: Award 60 points to the lowest priced proposal (Proposal 2 is awarded **60 points**)

Step 3: Allocate a proportionally reduced amount of points to the higher proposals

Proposal 1 $\frac{20,000}{27,000} \times 60 = 44.4$ points

Proposal 3 $\frac{20,000}{30,000} \times 60 = 40$ points

34 **Experience** - Firm's experience in administering CDBG projects during the last four calendar years; name of locality under contract with the firm and type of project administered:

- Administered no CDBG projects: 0 pts.
- Administered 1-5 CDBG projects: 15 pts.
- Administered more than 5 CDBG projects: 30 pts
- Administered more than 5 CDBG projects, including national objective type blight elimination: 40 pts.

9 CDBG Projects, 2 were blight elimination
(2 pts each = 4 pts extra)

30 **Education** - Educational background of project manager who will be assigned to project - the highest level attained will receive the assigned number of points shown for that level:

- High school diploma: 15 pts.
- College degree: 30 pts.
- Masters or PhD: 40 pts.

Bruce has high school degree

Shandra has a Associates of Business Management degree

30 **Business Age** - Length of time the firm has been in business:

- Less than 5 years: 15 pts.
- 5 to 10 years: 30 pts.
- Over 10 years: 40 pts.

Total points possible: 180 pts.

Total points earned: 154

PART THREE: SELECTION CRITERIA

All responses to the proposal will be evaluated according to the following criteria and corresponding point system. The proposals will be evaluated on the basis of written materials. Sufficient information must be included in the proposal to assure that the correct number of points is assigned. Incomplete or incorrect information may result in a lower score.

49 **Price Consideration** - The lowest proposal will receive the maximum points. Other, more expensive proposals will receive reduced points based on the following formula with rounding to the nearest tenth. The lowest proposal will receive the full 60 pts with each proposal thereafter receiving a proportionally reduced amount of points to the higher proposal.

Lowest Proposal x Total Possible Price Points = Points allocated to a more expensive proposal

Example:

60 points is the total possible points.

100% of total possible points are the price consideration.

Proposal 1 is for \$ 27,000

Proposal 2 is for \$ 20,000

Proposal 3 is for \$ 30,000

Revitalize Bid = \$28,640

Hager Consulting Bid = \$35,000

$$\frac{28640}{35000} \times 60 = 49.0971$$

Step 1: Determine points allocated for price -- $60 \times 100\% = 60$ points

Step 2: Award 60 points to the lowest priced proposal (Proposal 2 is awarded **60 points**)

Step 3: Allocate a proportionally reduced amount of points to the higher proposals

$$\text{Proposal 1 } \frac{20,000}{27,000} \times 60 = 44.4 \text{ points}$$

$$\text{Proposal 3 } \frac{20,000}{30,000} \times 60 = 40 \text{ points}$$

38 **Experience** - Firm's experience in administering CDBG projects during the last four calendar years; name of locality under contract with the firm and type of project administered:

- Administered no CDBG projects: 0 pts.
- Administered 1-5 CDBG projects: 15 pts.
- Administered more than 5 CDBG projects: 30 pts
- Administered more than 5 CDBG projects, including national objective type blight elimination: 40 pts.

13 CDBG Projects, 4 were blight elimination
(2 pts each = 8 pts extra)

40 **Education** - Educational background of project manager who will be assigned to project - the highest level attained will receive the assigned number of points shown for that level:

- High school diploma: 15 pts.
- College degree: 30 pts.
- Masters or PhD: 40 pts.

Lindsay has a Master of Urban Planning degree
Vanessa has a Bachelor of Science in Community Development

30 **Business Age** - Length of time the firm has been in business:

- Less than 5 years: 15 pts.
- 5 to 10 years: 30 pts.
- Over 10 years: 40 pts.

Total points possible: 180 pts.

Total points earned: 157

CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM **CONSULTANT SERVICES**

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Owosso, State of Michigan (hereinafter called the "GRANTEE"), acting herein by Christopher T. Eveleth, mayor, hereunto duly authorized, and Revitalize LLC, a limited liability corporation organized under the laws of the State of Michigan (hereinafter called the "CONSULTANT"), acting herein by Bruce Johnston, owner, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on May 22, 2017, and shall end on December 31, 2018. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed Twenty Eight Thousand Six Hundred Forty Dollars (\$28,640.00). CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

- a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.
- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

5) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

9) Address of Notices and Communications

Clerk, City of Owosso
City Hall
301 W. Main Street
Owosso, MI 48867

Revitalize, LLC
Bruce Johnston, Owner
706 Diamond Road
Mason, MI 48854

10) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) Authorization

This Agreement is authorized by the City of Owosso, Resolution [number] adopted May 15, 2017, copies of which are attached hereto and made a part hereof.

ATTEST:

City of Owosso

By: _____
Christopher T. Eveleth, Mayor

Date: _____

Revitalize LLC

By: _____
Bruce Johnston, Owner

Date: _____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the

GRANTEE or any authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant

4K-5

thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MEDC grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- **CONSULTANT's Insurance:** The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.
- **Compensation Insurance:** Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- **Commercial General Liability Insurance:** The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of two million dollars (\$2,000,000).
- **Insurance Covering Special Hazards:** Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- **Licensed and Non-Licensed Motor Vehicles:** The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- **Subcontractor's Insurance:** The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the 66th district court, county of Shiawassee, State of Michigan.

T. CODE OF ETHICS

The CONSULTANT acknowledges that the State of Michigan State Ethics Act applies to the Contracting Party in the performance of services called for in this contract. The CONSULTANT agrees to immediately notify the state if potential violations of the State of Michigan State Ethics Act arise at any time during the term of this contract.

U. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

V. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

W. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

I. General Tasks

- Establish project files in the GRANTEE's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- Prepare the Section 504 self-evaluation and transition plan, if applicable.
- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- Prepare progress reports for the GRANTEE, including obtaining financial and employment data from the developer. The estimated units for this task are _____ semi-annual progress reports;
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

Total estimated hours for General Tasks: 24

II. Financial Management

- A. Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program. The estimated units to complete this task are ____;
- B. Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- C. Make progress inspections and certify private investment.
- D. Provide assistance during annual audit of CDBG programs, as necessary.

Total estimated hours for Financial Management: 60

III. Environmental Review - per project

- A. Assist GRANTEE with determining the required level of environmental review and prepare the required paperwork.
- B. Assist GRANTEE in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the GRANTOR.

Total estimated hours for Environmental Review: 32

IV. Procurement

- A. Establish and maintain Procurement Policies and files.
- B. Assist the GRANTEE in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects
- C. Review and analyze proposals for qualifications, cost, and other factors.
- D. Provide required procurement reports to and obtain approvals from MEDC as appropriate.
- E. Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- F. Maintain Section 3 file for each contract in excess of \$100,000.
- G. Provide annual Project DBE and other related procurement reports.

Total estimated hours for Procurement: 40

V. Construction and Labor Compliance

- A. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- B. Secure the Department of Labor's federal wage decision and include it in the bid documents.
- C. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.
- D. Obtain contractor clearance(s).
- E. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- F. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- G. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- H. Assist the project architect/engineer in obtaining any necessary permits.
- I. Monitor Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance: 174

VI. Monitoring and Close Out

- A. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- B. Prepare close-out documents.
- C. Conduct and document Performance Public Hearings on an annual and/or project basis as required.

Total estimated hours for Monitoring and Close Out: 20

VII. National Objective Compliance, Surveys, and Income verification

- A. Compile semi-annual employment data from developer and submit to GRANTEE on a timely basis. The estimated units for this task are _____ semi-annual job summary reports and associated income certification forms.
- B. Conduct surveys in accordance with HUD guidelines to determine low/moderate income beneficiaries as needed for applications for which Census data cannot be used.
- C. Determine eligibility of area wide target areas using Census data and LOGRECO mapping system.

Total estimated hours for National Objective Compliance, Surveys, and Income Verification: 8

TOTAL FOR ALL TASKS: 358



MEMORANDUM

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

DATE: May 11, 2017
TO: Mayor Eveleth and the Owosso City Council
FROM: Glenn M. Chinavare, Utility Director
SUBJECT: Initiation of Automatic Meter Reading System (AMR) - ACLARA

RECOMMENDATION:

Approval of purchased services and materials from BS&A of Bath, Michigan, ETNA of Grand Rapids, and CDW of Vernon, Illinois.

BACKGROUND:

The following items are necessary for initiating the AMR system integration, as approved by city council on March 20, 2017.

1. Data conversion services: BS&A assistance is required to provide implementation services for new meter transition to BS&A Utility Billing, via an automated process versus a manual input by city staff. This service is quoted as a one-time fee of \$5,000.00, which is a sole source services provider.
2. Large meter purchase: ETNA was the selected supplier for providing Sensus water meters for sizes 3" and larger. These items must be purchased directly by the city in order to obtain municipal pricing discounts not offered to ACLARA on the city's behalf. These purchases total \$54,565.00, which is a sole source procurement.
3. Server purchase: CDW will provide a dedicated server for operating the new AMR meter reading and Utility Billing system. This was a cost saving option by having the city IT department operate and maintain this dedicated server, versus being contracted out to ACLARA. This server was quoted at \$6,351.15, which is a sole source provider of this equipment.

FISCAL IMPACTS:

The above expenses for programming services and purchased goods are within the scope of project requirements for development and integration of the new AMR system. These expenses of \$65,916.15 will be charged to account 591-901-977.000 (Water Fund--Capital Outlay).

Attachments: (1) Resolutions
(2) Pricing Quotes

RESOLUTION NO.

AUTHORIZING PURCHASE OF PROFESSIONAL SERVICES WITH BS&A UTILITY SOFTWARE IN SUPPORT OF THE NEW FIXED ADMINISTRATOR AUTOMATIC METER READING (AMR) SYSTEM

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted for BS&A programming and transition services, for the development and installation of a Fixed Network Administrator (FNA) Automatic Reading System (AMR), and

WHEREAS, city of Owosso has received a competitive price for BS&A Utility Billing programming and transition services, for the development and installation of a Fixed Network Administrator AMR system and replacement of water meters, and

WHEREAS, the city of Owosso Director of Public Services and IT Services Director has reviewed the pricing provided by BS&A of Bath, Michigan, and has determined that the programming and transition services as priced are in accordance with AMR contract specifications, and requests a waiver of the purchasing policy as a sole source procurement.

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 BS&A for the procurement of programming and transition services, for development for a Fixed Network Administrator AMR system.

SECOND: The accounts payable department is authorized to submit payment to BS&A in an amount not to exceed \$5,000.00 for services, for development of a Fixed Network Administrator AMR system.

THIRD: The above expenses shall be paid from account numbers 591-901-977.000 (Water Fund Capital Outlay).

Proposal to...
City of Owosso, Shiawassee County MI
May 5, 2017
Project Contact: Anna Kieu-Southwell

Custom Meter Change Import

Utility Billing .NET

\$5,000

Scope of Work

BS&A will work with the third party meter change-out company and will create a custom meter change import layout to process meter changes on the meters/accounts listed in the baseline generic export. Any additions or modifications may incur additional costs, and must be added to the end of the file.



Signature constitutes an order for products and services as quoted.

Signature

Date

Please complete the following for our records:

Project Contact Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

*BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com*

*Questions? Please call Anna
at the number shown, or email
inquiry@bsasoftware.com*

Prices good for a period of 90 days from date on quote.

City of Owosso, Shiawassee County MI. May 5, 2017.

RESOLUTION NO.

**AUTHORIZING PURCHASE OF MATERIALS WITH ETNA SUPPLY FOR WATER METERS IN
SUPPORT OF THE NEW FIXED ADMINISTRATOR AUTOMATIC METER READING (AMR) SYSTEM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted for the replacement of water meters, for the development and installation of a Fixed Network Administrator (FNA) Automatic Reading System (AMR), and

WHEREAS, city of Owosso has competitively solicited for pricing for water meters for the development and installation of a Fixed Network Administrator AMR system and replacement of water meters, and

WHEREAS, the city of Owosso Director of Public Services has reviewed the pricing provided by ETNA Supply of Grand Rapids, Michigan, for the meters requested, and has determined that the meters as priced are in accordance with AMR contract specifications, and requests a waiver of the purchasing policy as a sole source procurement.

.

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 ETNA Supply for the procurement of water meters, for development for a Fixed Network Administrator AMR system.
- SECOND: The accounts payable department is authorized to submit payment to ETNA Supply in an amount not to exceed \$54,565.00 for purchased water meters, for development of a Fixed Network Administrator AMR system.
- THIRD: The above expenses shall be paid from account numbers 591-901-977.000 (Water Fund Capital Outlay).



ETNA SUPPLY - GRAND RAPIDS
4901 Clay Avenue SW
GRAND RAPIDS, MI 49548
616 241 5414
Fax 616 241 4786



Quotation

QUOTE DATE	QUOTE NUMBER
04/10/2017	S102171460
ETNA SUPPLY 4901 Clay Avenue SW PO BOX 897 GRAND RAPIDS, MI 49548-2392 P-616 248 9182 F-616 245 9940	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

CITY OF OWOSSO
301 W MAIN ST
OWOSSO, MI 48867-2958

CITY OF OWOSSO
522 MILWAUKEE ST
OWOSSO, MI 48867

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
13942			Alby Villarreal		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
John Gonzales Jr.		BID	NET 25TH	04/24/2017	No
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
	<div>SHIPPING INSTRUCTIONS</div> <div>Hours of operation 7am - 3;30pm</div>				
15ea	MTR 3" OMNI C2 - 100 CF (17"); 100 CUBIC FT 1 CF PULSE OUTPUT COMPOUND LAY LENGTH (17") ***C33XXXXF2GT0X*** Pn: 221034			1920.000/ea	28800.00
6ea	MTR 4" OMNI C2 - 100 CF (20"); 100 CUBIC FEET 1 CF PULSE OUTPUT COMPOUND LAY LENGTH (20") ***C43XXXXF1DT0X*** *Nonstock - Restock Policy Applies* Pn: 317298			3335.000/ea	20010.00
2ea	MTR 6" OMNI C2 - 100 CF (24"); 100 CUBIC FEET 1 CF PULSE OUTPUT COMPOUND LAY LENGTH (24") ** C63XXXXF1DT0X ** *Nonstock - Restock Policy Applies* Pn: 223673			5755.000/ea	11510.00
Taxes are not included! See Terms and Conditions on our website http://www.etnasupply.com/tcquotation				Subtotal	60320.00
				S&H Charges	0.00
				Amount Due	60320.00

Prices are firm for 14 days. Price subject to change after 14 days.

Prices are firm for 14 days. Price subject to change after 14 days.

RESOLUTION NO.

**AUTHORIZING PURCHASE OF MATERIALS WITH CDW FOR A SERVER IN SUPPORT OF THE NEW
FIXED ADMINISTRATOR AUTOMATIC METER READING (AMR) SYSTEM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted for the purchase of a new server, for the development and installation of a Fixed Network Administrator (FNA) Automatic Reading System (AMR), and

WHEREAS, city of Owosso has received a competitive price for a new server, for the development and installation of a Fixed Network Administrator AMR system and replacement of water meters, and

WHEREAS, the city of Owosso Director of Public Services and IT Services Director has reviewed the pricing provided by CDW of Vernon, Illinois, and has determined that the server as priced is in accordance with AMR contract specifications, and requests a waiver of the purchasing policy as a sole source procurement.

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 CDW for the procurement of a new server, for development for a Fixed Network Administrator AMR system.
- SECOND: The accounts payable department is authorized to submit payment to CDW in an amount not to exceed \$6,351.15 for purchase of a new server, for development of a Fixed Network Administrator AMR system.
- THIRD: The above expenses shall be paid from account numbers 591-901-977.000 (Water Fund Capital Outlay).

QUOTE CONFIRMATION



DEAR JEFF KISH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HXHH621	5/10/2017	HP SERVER	0774120	\$6,351.15

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE ProLiant DL360 Gen9 - \$2,599-\$260 Instant Savings = \$2,339 through 5/12 Mfg. Part#: 867446-S01 UNSPSC: 43211501 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	4205133	\$2,222.00	\$2,222.00
HPE 500W Flex Slot Platinum Hot Plug Power Supply Kit Mfg. Part#: 720478-B21 UNSPSC: 39121004 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	3465415	\$240.00	\$240.00
HPE Enterprise - hard drive - 600 GB - SAS 12Gb/s Mfg. Part#: 781516-B21 UNSPSC: 43201803 Contract: Michigan Master Computing-MiDEAL (071B6600110)	5	3625464	\$305.00	\$1,525.00
HPE - DDR4 - 16 GB - DIMM 288-pin Mfg. Part#: 805349-B21 UNSPSC: 43201402 Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	4077241	\$235.00	\$235.00
Microsoft Windows Server 2016 Standard - license Mfg. Part#: 9EM-00264 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	8	4325290	\$79.00	\$632.00
Microsoft Windows Server 2016 - license Mfg. Part#: R18-05173 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	5	4320622	\$27.45	\$137.25
Microsoft SQL Server 2016 Standard - license - 1 server Mfg. Part#: 228-10840 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Michigan Master Computing-MiDEAL (071B6600110)	1	4148223	\$634.90	\$634.90
Microsoft SQL Server 2016 - license - 1 user CAL Mfg. Part#: 359-06368 UNSPSC: 43232304 Electronic distribution - NO MEDIA	5	4148225	\$145.00	\$725.00

QUOTE DETAILS (CONT.)

Contract: Michigan Master Computing-MiDEAL (071B6600110)

PURCHASER BILLING INFO		SUBTOTAL		\$6,351.15
Billing Address: CITY OF OWOSSO ACCOUNTS PAYABLE 301 W MAIN ST OWOSSO, MI 48867-2999 Phone: (989) 723-8844 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING		\$0.00
		GRAND TOTAL		\$6,351.15
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		
DELIVER TO				
Shipping Address: CITY OF OWOSSO JEFF KISH 301 W MAIN ST OWOSSO, MI 48867-2999 Phone: (989) 723-8844 Shipping Method: FEDEX Ground				

Need Assistance? CDW•G SALES CONTACT INFORMATION



Jay Hussein

|

(866) 875-7587

|

jhussain@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Warrant 542

May 9, 2017

Vendor	Description	Fund	Amount
William C Brown, PC	Professional services-April 11, 2017 – May 8, 2017	Various	\$9,011.54
Safebuilt Inc	Building department services-February 2017-was approved on warrant 539 for \$12,893.33, revised amount \$10,060.00	General	\$10,060.00
Safebuilt Inc	Building department services-March 2017	General	\$9,620.00
B S & A Software	Annual service and support for three modules-May 1, 2017-May 1, 2018	General	\$8,175.00
Total			\$36,866.54

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 04/01/2017 - 04/30/2017

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
04/13/2017	1	128218	AFLAC	AFLAC PREMIUMS-PAYROLL DEDUCTIONS	\$ 426.32
04/13/2017	1	128219	MARK D AGNEW	GRAPHICS FOR NEW AMBULANCE-MEDIC 5	\$ 2,795.00
04/13/2017	1	128220	ALL ABOUT ANIMALS	SPAY/NEUTER/MEDICAL FEES-PAID BY DONATIONS	\$ 131.00
04/13/2017	1	128221	H K ALLEN PAPER CO	CLEANING SUPPLIES	\$ 298.00
04/13/2017	1	128222	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 378.75
04/13/2017	1	128223	STEPHEN CHAPKO II	REIMBURSEMENT-HOTEL FOR INSTRUCTORS CONFERENCE	\$ 417.80
04/13/2017	1	128224	CONSTINE GRAVEL COMPANY	22A GRAVEL-207.66/TONS	\$ 1,640.52
04/13/2017	1	128225	CONSUMERS ENERGY	532 N CHIPMAN ST	\$ 29,384.01
04/13/2017	1	128226	VOID	GAS/ELECTRIC SERVICE	\$ - V
			Void Reason: Created From Check Run Process		
04/13/2017	1	128227	JUDY ELAINE CRAIG	COURIER SERVICES	\$ 207.00
04/13/2017	1	128228	AMBER M CURRY	REIMBURSEMENT-MEAL-3/29/17	\$ 7.94
04/13/2017	1	128229	D & D TRUCK & TRAILER PARTS	PARTS/SUPPLIES	\$ 773.10
04/13/2017	1	128230	DELL MARKETING LP	DELL LATITUDE LAPTOP	\$ 1,016.00
04/13/2017	1	128231	DELTA DENTAL PLAN OF MICHIGAN	MAY 2017-DENTAL INSURANCE PREMIUM	\$ 3,648.72
04/13/2017	1	128232	DURAND AUTO PARTS	FLEET-HAND CLEANER	\$ 143.46
04/13/2017	1	128233	EDUCATION & TRAINING SERVICES	MAY 15-17, 2017 PROGRAM-DAVID HAUT	\$ 499.00
04/13/2017	1	128234	FIRST DUE FIRE SUPPLY	OFD-SPANNER WRENCH	\$ 168.45
04/13/2017	1	128235	FISHER CHIPPEWA REDI-MIX, INC.	CEMENT FOR REPAIRS	\$ 314.75
04/13/2017	1	128236	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$ 698.75
04/13/2017	1	128237	INDUSTRIAL SUPPLY OF OWOSSO INC	DPW-SUPPLIES	\$ 70.85
04/13/2017	1	128238	KAR LABORATORIES INC	WASTEWATER ANALYSES	\$ 195.00
04/13/2017	1	128239	LLOYD MILLER & SONS, INC	FLEET-PARTS	\$ 610.77
04/13/2017	1	128240	MARR'S	OFD-BOX SPRINGS (4)	\$ 396.00
04/13/2017	1	128241	MICHIGAN ASSOCIATION OF AMBULANCE	EXPO ADMISSION-CHAPKO/BOBBINS/MATTHIES	\$ 885.00
04/13/2017	1	128242	MICHIGAN COLLEGE OF EMERGENCY PHYSICIANS	OFD-REGISTRATION FOR KENT PLATNER	\$ 60.00
04/13/2017	1	128243	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT CONTRIBUTIONS	\$ 1,680.94
04/13/2017	1	128244	MICHIGAN OFFICE SOLUTIONS	CLERK-REFURBISHED MICROFILM READER AND MONITOR	\$ 4,370.00
04/13/2017	1	128245	MISDU	PAYROLL DEDUCTIONS	\$ 1,480.45
04/13/2017	1	128246	OFFICE DEPOT	SUPPLIES	\$ 122.68
04/13/2017	1	128247	ORDWAY'S BODY SHOP INC	WTP-REPAIR OF 2016 FORD F-350	\$ 1,137.15
04/13/2017	1	128248	OWOSSO BOLT & BRASS CO	PARTS	\$ 176.63
04/13/2017	1	128249	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$ 3,187.60
04/13/2017	1	128250	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTIONS-UNION DUES	\$ 845.25
04/13/2017	1	128251	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$ 192.58
04/13/2017	1	128252	SHIAWASSEE DISTRICT LIBRARY	REIMBURSEMENT-SATA PAYROLL SERVICES	\$ 511.98
04/13/2017	1	128253	SOUTHSIDE CAR WASH	OPD-JAN/FEB/MARCH 2017-CARWASHES	\$ 220.00
04/13/2017	1	128254	ADAM TERRY	MEAL REIMBURSEMENT-3/29/17	\$ 13.76
04/13/2017	1	128255	TILSON, JOANNE	SEWER DEMAND CHARGES REIMBURSEMENT	\$ 1,967.40
04/13/2017	1	128256	UNITED PARCEL SERVICE	SHIPPING FEES	\$ 14.63
04/13/2017	1	128257	VALLEY LUMBER	MATERIALS/SUPPLIES	\$ 251.59
04/13/2017	1	128258	VIC BOND SALES, INC. - OWOSSO	CITY HALL-WATER COOLER FOR BASEMENT	\$ 470.18
04/13/2017	1	128259	WASTE MANAGEMENT OF MICHIGAN INC	WWTP-LANDFILL DISPOSAL CHARGES	\$ 7,487.13

04/13/2017	1	128260	WHEELER PARTY RENTAL INC	TABLES/CHAIRS FOR ELECTION	\$ 488.95
04/13/2017	1	128261	WIN'S ELECTRICAL SUPPLY OF OWOSSO	PARTS/SUPPLIES	\$ 318.80
04/13/2017	1	128262	WM FLOYD CO	WWTP-PURCHASE/INSTALL OF HEATING SYSTEM-RETAINER	\$ 10,027.00
04/13/2017	1	2080(A)	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$ 50.00
04/13/2017	1	2081(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER PAYMENT-28/HRS	\$ 512.40
04/13/2017	1	2082(A)	BIDNET	FEES FOR SALE OF 2003 FORD AMBULANCE	\$ 108.75
04/13/2017	1	2083(A)	BOUND TREE MEDICAL LLC	OFD-AMBULANCE MEDICAL SUPPLIES	\$ 1,771.97
04/13/2017	1	2084(A)	C D W GOVERNMENT, INC.	MEMORY FOR BUILDING DEPARTMENT COMPUTER	\$ 53.00
04/13/2017	1	2085(A)	CAPITAL CONSULTANTS	WWTP-DEVELOPMENT OF AN ASSET MGT PROGRAM	\$ 6,246.35
04/13/2017	1	2086(A)	CONSUMERS CONCRETE CORP	MANHOLE MATERIALS	\$ 1,532.00
04/13/2017	1	2087(A)	DALTON ELEVATOR LLC	OFD-MARCH 2017-CYLINDER RENT/SUPPLIES	\$ 510.78
04/13/2017	1	2088(A)	DETROIT SALT COMPANY LLC	ROAD SALT-100.04/TONS	\$ 5,013.00
04/13/2017	1	2089(A)	DUPERON LEASING & SALES INC	WWTP-SCREENING EQUIPMENT LEASE	\$ 1,815.00
04/13/2017	1	2090(A)	EMPLOYEE BENEFIT CONCEPTS INC	APRIL 2017-ADMIN FEE	\$ 100.00
04/13/2017	1	2091(A)	FASTENAL COMPANY	PARTS	\$ 943.63
04/13/2017	1	2092(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$ 267.39
04/13/2017	1	2093(A)	GOYETTE MECHANICAL	PUBLIC SAFETY-BOILER REPAIR-FAN BLOWER	\$ 973.54
04/13/2017	1	2094(A)	HALLIGAN ELECTRIC INC	WWTP-LABOR FOR BREAKER REPLACEMENT	\$ 212.50
04/13/2017	1	2095(A)	J & H OIL COMPANY	FUEL PE 3/31/17	\$ 3,959.10
04/13/2017	1	2096(A)	JCI JONES CHEMICALS, INC.	WTP-SODIUM HYPOCHLORITE	\$ 3,263.80
04/13/2017	1	2097(A)	KEMIRA WATER SOLUTIONS INC	WWTP-FERRIC CHLORIDE	\$ 3,584.59
04/13/2017	1	2098(A)	LANSING SANITARY SUPPLY	CITY HALL-VAC BAGS	\$ 32.65
04/13/2017	1	2099(A)	MCMASTER-CARR SUPPLY CO	WWTP-PARTS	\$ 113.17
04/13/2017	1	2100(A)	MCNAUGHTON-MCKAY ELECTRIC COMPANY	ELECTRICAL PARTS FOR PARK ST	\$ 194.64
04/13/2017	1	2101(A)	MICHIGAN PAVING & MATERIALS CO	AMS SEAL WP EMULSION-410.36/GALS	\$ 853.55
04/13/2017	1	2102(A)	ORCHARD HILTZ & MCCLIMENT INC	ENGINEERING SERVICES-THREE PROJECTS	\$ 29,062.25
04/13/2017	1	2103(A)	PATRIOT DIAMOND INC.	FLEET-BLADES FOR SAWS	\$ 902.00
04/13/2017	1	2104(A)	REEVES WHEEL ALIGNMENT, INC	OFD-MEDIC 4-WATER PUMP	\$ 616.80
04/13/2017	1	2105(A)	REPUBLIC SERVICES #237	MARCH 2017-REFUSE SERVICE	\$ 628.34
04/13/2017	1	2106(A)	RUBOB'S INC	PUBLIC SAFETY-MARCH 2017-DRY CLEANING	\$ 448.37
04/13/2017	1	2107(A)	S L H METALS INC	WTP-MATERIALS	\$ 276.32
04/13/2017	1	2108(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	REPAIRS/TIRES TO OPD VEHICLES	\$ 1,864.98
04/13/2017	1	2109(A)	ST JOHNS ANSWERING SERVICE INC	MAY 2017-ANSWERING SERVICE	\$ 75.00
04/13/2017	1	2110(A)	BRYAN GLEN THOMAS	ELECTRICAL INSPECTIONS	\$ 600.00
04/13/2017	1	2111(A)	USA BLUE BOOK	WWTP-FUNCTION VALVE (2)	\$ 426.35
04/13/2017	1	2112(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER PAYMENT-33/HRS	\$ 603.90
04/19/2017	1	128263	THE BANK OF NEW YORK MELLON TRUST COMPANY	2009 LTGO BONDS PMT	\$ 58,033.75
04/19/2017	1	128264	THE BANK OF NEW YORK MELLON	2013 UNLIMITED TAX GENERAL OBLIGATION BOND PMT	\$ 18,286.25
04/19/2017	1	128265	THE BANK OF NEW YORK MELLON	2009 GEN OBLIGATION LIMITED TAX BOND PMT	\$ 750.00
04/19/2017	1	128266	CALEDONIA CHARTER TOWNSHIP	PAYMENT PER 7/1/06 WATER DISTRICT AGREEMENT	\$ 20,923.09
04/19/2017	1	128267	CHEMICAL BANK WEALTH MANAGEMENT	2010 GO BONDS PMT	\$ 17,756.25
04/19/2017	1	2113(A)	WILLIAM C BROWN, P C	PROFESSIONAL SERVICES	\$ 7,682.48
04/19/2017	1	2114(A)	LOGICALIS INC	MARCH 2017-PROFESSIONAL SERVICES	\$ 7,056.00
04/19/2017	1	2115(A)	OWOSSO CHARTER TOWNSHIP	PAYMENT PER 2/22/11 WATER AGREEMENT	\$ 9,636.05
04/19/2017	1	2116(A)	THOMPSON CUSTOM CONSTRUCTION LLC	RENTAL REHAB-114 N WASHINGTON	\$ 40,646.00
04/19/2017	1	2117(A)	U S BANK, N A	2012B WATER REVENUE BONDS PMT	\$ 37,481.25
04/19/2017	1	2118(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	MARCH 2017-CONTRIBUTIONS	\$ 19,155.23
04/27/2017	1	128268	JANE WALSH	REIMBURSEMENT-PATIENT PAID TWICE	\$ 191.37
04/27/2017	1	128269	123.NET	HOUSING-SARAH WARREN-RILEY	\$ - V

			Void Reason: PRINTED IN ERROR			
04/27/2017	1	128270	THE ACCUMED GROUP	MARCH 2017-AMBULANCE BILLING SERVICES	\$	6,051.40
04/27/2017	1	128271	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	530.16
04/27/2017	1	128272	H K ALLEN PAPER CO	SUPPLIES	\$	582.40
04/27/2017	1	128273	KEITH A BAILEY	REIMBURSEMENT-PARTS	\$	19.06
04/27/2017	1	128274	C B SMITH COMPANY INC	WTP-PAINT	\$	401.00
04/27/2017	1	128275	CERILLIANT	WWTP-LAB SUPPLIES	\$	743.00
04/27/2017	1	128276	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	155.80
04/27/2017	1	128277	DAYSTARR COMMUNICATIONS	MAY 2017-PHONE AND BROADBAND INTERNET	\$	1,040.41
04/27/2017	1	128278	FEDEX	WWTP-SHIPPING	\$	25.19
04/27/2017	1	128279	FREED VIDEO PRODUCTION	DDA-GLOW OWOSSO COMMERCIAL PRODUCTION	\$	- V
			Void Reason: PRINTED IN ERROR			
04/27/2017	1	128280	GLOBAL EQUIPMENT COMPANY	WWTP-SUPPLIES	\$	689.85
04/27/2017	1	128281	GREAT LAKES CONCRETE SUPPLY LLC	STREETS-REROD	\$	26.59
04/27/2017	1	128282	HOME DEPOT CREDIT SERVICES	SUPPLIES/MATERIALS	\$	1,041.57
04/27/2017	1	128283	INDEPENDENT NEWSPAPERS	HR-DATA INPUT CLERK AD	\$	27.70
04/27/2017	1	128284	LOGICALIS INC	WWTP/WTP-EQUIPMENT FOR PAGING SYSTEM	\$	- V
			Void Reason: PRINTED IN ERROR			
04/27/2017	1	128285	MEDIC PRO TRAINING	OFD-ACLS TRAINING FOR BRIAN MATTHIES	\$	199.98
04/27/2017	1	128286	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP-KEVIN LENKART 5/1/17-4/30/18	\$	115.00
04/27/2017	1	128287	MICHIGAN COLLEGE OF EMERGENCY PHYSICIANS	SAVEMIHEART CONFERENCE-CHAPKO/HARVEY/ROB	\$	180.00
04/27/2017	1	128288	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS	PROGRAM REGISTRATION-J UNANGST/S MONTENEGRO	\$	110.00
04/27/2017	1	128289	MISDU	PAYROLL DEDUCTION	\$	1,480.45
04/27/2017	1	128290	OSBURN ASSOCIATES INC	TRAFFIC CONTROL SIGNS FOR CONSTRUCTION AREAS	\$	1,351.58
04/27/2017	1	128291	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$	192.58
04/27/2017	1	128292	RICOH USA	MAINTENANCE/SUPPLIES FOR COPIERS	\$	1,167.37
04/27/2017	1	128293	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$	219.00
04/27/2017	1	128294	SOUTHSIDE SHELL CARWASH	BROWNFIELD DISTRICT #2	\$	2,451.51
04/27/2017	1	128295	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	4,251.89
04/27/2017	1	128296	STATE OF MICHIGAN	2017 STORM WATER ANNUAL PERMIT	\$	260.00
04/27/2017	1	128297	STATE OF MICHIGAN	TRAFFIC SIGNAL ENERGY-10/1/17-12/31/17	\$	464.66
04/27/2017	1	128298	STATE OF MICHIGAN	STATE OF MICHIGAN WITHHOLDING	\$	13,732.27
04/27/2017	1	128299	STEPP MANUFACTURING CO INC	FLEET-PARTS FOR #275	\$	283.65
04/27/2017	1	128300	WASTE MANAGEMENT OF MICHIGAN INC	JULY-AUGUST 2013-PUBLIC SAFETY BUILDING	\$	- V
			Void Reason: PRINTED IN ERROR			
04/27/2017	1	128301	WE PRINT EVERYTHING INC	ENGINEERING-SCANS	\$	10.00
04/27/2017	1	128302	WEB ASCENDER	WEBSITE HOSTING-APRIL/MAY/JUNE 2017	\$	150.00
04/27/2017	1	2119(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-67.5/HRS	\$	1,235.25
04/27/2017	1	2120(A)	BELL EQUIPMENT COMPANY	FLEET-OIL COOLER FOR SWEEPER	\$	912.53
04/27/2017	1	2121(A)	BODMAN LLP	EMPLOYEE RELATIONS-ARBITRATION	\$	3,697.50
04/27/2017	1	2122(A)	CENTRON DATA SERVICES, INC.	WATER/SEWER BILLING SERVICES WITH ANNUAL REPORT	\$	3,421.80
04/27/2017	1	2123(A)	D & G EQUIPMENT INC	PARTS	\$	697.54
04/27/2017	1	2124(A)	DETROIT SALT COMPANY LLC	ROAD SALT-407.26/TONS	\$	20,908.90
04/27/2017	1	2125(A)	EJ USA INC	N CHIPMAN ST WATER MAIN IMPROVEMENTS MATERIALS	\$	7,058.00
04/27/2017	1	2126(A)	ETNA SUPPLY COMPANY	WATER INVENTORY	\$	1,510.36
04/27/2017	1	2127(A)	FASTENAL COMPANY	PARTS	\$	424.81
04/27/2017	1	2128(A)	FERGUSON ENTERPRISES INC	WATER INVENTORY	\$	4,606.53
04/27/2017	1	2129(A)	GOYETTE MECHANICAL	MAINTENANCE- BOILER IN PUBLIC SAFETY BUILDING	\$	141.50
04/27/2017	1	2130(A)	GRAYMONT CAPITAL INC	WTP-BULK PEBBLE QUICKLIME-47.07/TONS	\$	6,189.71

04/27/2017	1	2131(A)	IDEXX DISTRIBUTION CORPORATION	WTP-QUANTI-CULT	\$ 212.01
04/27/2017	1	2132(A)	J & H OIL COMPANY	FUEL-PE 4/15/17	\$ 4,324.19
04/27/2017	1	2133(A)	JCI JONES CHEMICALS, INC.	WWTP-SODIUM HYPOCHLORITE	\$ 3,223.44
04/27/2017	1	2134(A)	JWC ENVIRONMENTAL LLC	WTP-SLUDGE GRINDER UNIT	\$ 9,325.00
04/27/2017	1	2135(A)	KEMIRA WATER SOLUTIONS INC	WWTP-FERRIC CHLORIDE	\$ 3,784.05
04/27/2017	1	2136(A)	MCMASTER-CARR SUPPLY CO	WWTP-SAND BAGS	\$ 42.14
04/27/2017	1	2137(A)	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT & POST ACCIDENT DRUG SCREENS	\$ 447.50
04/27/2017	1	2138(A)	MICHIGAN BUSINESS & PROFESSIONAL AS	MAY 2017-COBRA ADMIN FEE	\$ 50.00
04/27/2017	1	2139(A)	1ST CHOICE AUTO PARTS INC	PARTS	\$ 581.60
04/27/2017	1	2140(A)	NATIONAL VISION ADMINISTRATORS LLC	MAY 2017-VISION INSURANCE PREMIUM	\$ 453.18
04/27/2017	1	2141(A)	NORTHERN CONCRETE PIPE INC	INVENTORY-MANHOLE COVERS	\$ 370.00
04/27/2017	1	2142(A)	PHYSICIANS HEALTH PLAN OF MID-MICHIGAN	MAY 2017-HEALTH INSURANCE PREMIUM	\$ 74,386.71
04/27/2017	1	2143(A)	S L H METALS INC	WWTP-PLATE FOR SPREADER BAR	\$ 64.60
04/27/2017	1	2144(A)	SAFEWAY TRANSPORT INC	CLEAN SANITARY SEWER PIPE SERVICES	\$ 1,373.02
04/27/2017	1	2145(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD-#10-OIL CHANGE	\$ 36.27
04/27/2017	1	2146(A)	SPICER GROUP, INC.	ENGINEERING SERVICES FOR THE OLIVER ST	\$ 398.00
04/27/2017	1	2147(A)	JESSICA UNANGST	RETIREMENT GIFT FOR HELEN GAYNOR-PAID BY EMPLOYEE DON/	\$ 100.00
04/27/2017	1	2148(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-67/HRS	<u>\$ 1,226.10</u>

1 TOTALS:

(5 Checks Voided)

Total of 149 Disbursements:

\$ 574,501.04

Bank 10 OWOSSO HISTORICAL FUND

04/17/2017	10	4947	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$ 678.68
04/17/2017	10	4948	ROBERT V DORAN-BROCKWAY	REIMBURSEMENT	\$ 8.00
04/17/2017	10	4949	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	DOOR MAT/SUPPLIES	\$ 144.22
04/17/2017	10	4950	INDEPENDENT NEWSPAPERS	VISITORS GUIDE AD	\$ 352.50
04/17/2017	10	4951	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$ 200.80
04/17/2017	10	4952	SHATTUCK SPECIALTY ADVERTISING	BADGES (14)	\$ 149.52
04/28/2017	10	4953	DAYSTARR COMMUNICATIONS	CURWOOD CASTLE-PHONE AND INTERNET -MAY 2017	\$ 77.51
04/28/2017	10	4954	ROBERT V DORAN-BROCKWAY	REIMBURSEMENT	\$ 140.00
04/28/2017	10	4955	GNOSIS MARKETING	WEBSITE DEVELOPMENT-FINISH OHC WEBSITE	\$ 1,250.00
04/28/2017	10	4956	INNOVATIVE COMMUNITY SOLUTIONS	STRATEGIC PLANNING TRAINING	<u>\$ 1,917.43</u>

10 TOTALS:

Total of 10 Disbursements:

\$ 4,918.66

REPORT TOTALS:

(5 Checks Voided)

Total of 159 Disbursements:

\$ 579,419.70

RESOLUTION NO.

**GENERAL APPROPRIATIONS RESOLUTION FOR
THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR FY 2017-18**

WHEREAS, the Authority board met to consider a proposed budget for fiscal year 2017-18, and after deliberations and public input approved a budget; and

WHEREAS, the Owosso City Council held a public hearing on the proposed budget on May 1, 2017 and there was no one to be heard; and,

WHEREAS, it is the intent of the Downtown Development Authority to levy a tax for general operating purposes pursuant to Public Act 197 of 1975 based on the budget summary attached hereto and made part hereof; and

WHEREAS, the general property tax laws, specifically MCL 211.34(d) provide for an annual compound millage reduction calculation applied to the maximum millage rate of two mills authorized by MCL 125.1662; and

WHEREAS, the millage reduction commonly known as the "Headlee" rollback results in a maximum operating millage rate of 1.9215 for which the Authority is authorized to levy,

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2017 shall be the rate of 1.9215 per \$1,000 of taxable value of the 2017 assessment roll for the district as approved by the Board of Review,

The levy will generate a revenue yield for operating purposes as follows:

GENERAL OPERATING	1.9215 MILLS	\$29,650
-------------------	--------------	----------

RESOLUTION NO.

**GENERAL APPROPRIATIONS RESOLUTION
FOR FY 2017-18**

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2017 and held a public hearing on May 1, 2017; and

WHEREAS, there was no one to be heard it is the intent of the City Council to levy ad valorem and specific property taxes for general operating purposes of the City; for payment of principal and interest on voted indebtedness; and for special voted millage to support public transportation, based on the budget summary for fiscal year 2017-18 attached hereto and made part hereof; and

WHEREAS, the general property tax laws, specifically, MCL 211.34(d) provide for a compound millage reduction calculation applied to the City Charter maximum authorized operating millage rate of 15.0000 mills per thousand of taxable value; and

WHEREAS, this millage reduction commonly known as the Headlee rollback results in a maximum operating millage rate of 13.0070 for which the City is authorized to levy; and

WHEREAS, the Garbage Disposal Plants Act, MCL 123.261, allow for the City to levy up to three mills on all taxable property to provide for the collection and disposal of certain solid wastes; and

WHEREAS, it has been determined that a levy of one mill per \$1,000 of taxable value is required to operate a solid waste recycling program; and

WHEREAS, the voters approved, by a majority, in an election held on August 7, 2012, a millage, not to exceed .3333 mills per \$1,000 of taxable value to support public transportation; and

WHEREAS, the board of the Shiawassee Area Transportation Authority have requested funding from the City equating to a millage of .1522 mills per thousand of taxable value for which the City is authorized to levy; and

WHEREAS, it has been determined that a millage rate of 2.2457 mills per thousand of taxable value, or a lesser rate determined by the annual debt service requirements of the 2017 bond issue, is required for the annual debt service on unlimited tax general obligations bonds;

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2017 shall be the rate of 16.4049 per \$1,000 of taxable value of the 2017 assessment roll as approved by the Board of Review; and

The total levy shall be composed of the constituent rates for purposes and with revenue yields described as follows:

GENERAL OPERATING	13.0070	\$3,194,385
GARBAGE DISPOSAL	1.0000	\$245,590
DEBT SERVICE	2.2457	\$551,520
SATA	<u>.1522</u>	<u>\$34,975</u>
	16.4049	\$4,026,470



MEMORANDUM

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

DATE: May 9, 2017

TO: Mayor Eveleth and the Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: General Engineering Services Agreements

RECOMMENDATION:

Request council approval of four agreements for general engineering services with:

1. Spicer Group (St Johns, MI)
2. Fleis & Vandenbrink (Grand Blanc, MI)
3. ENG (Lansing, MI)
4. OHM (Saginaw, MI)

The above proposed agreements have been approved by the city manager as to substance and form.

BACKGROUND:

On March 17, 2014, City Council approved the QBS process for General Engineering Services. These services are necessary to support the City's engineering staff in carrying out the duties and responsibilities of the Engineering Division whenever workload demands the addition of a consultant's staff and expertise. Three of the firms have provided quality work to the city for the three year period that will expire on June 30, 2017. City staff reviewed proposals from interested firms, updated its ranking, and recommend entering into contracts with the four highest ranked firms. OHM Advisors is hereby added as one of the top four firms selected, whereas the other three firms will be issued extended agreements. The term for these agreements will be renewed annually through June 30, 2020.

FISCAL IMPACTS:

City staff will request individual quotes from the four firms whenever there is a need for a specific service. These quotes will be evaluated and administered in accordance with the city of Owosso's Purchasing Policy.

ATTACHMENTS:

Resolution for General Engineering Services

Document originated by: Glenn Chinavare, Director of Public Services

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AGREEMENTS
FOR PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP,
FLEIS & VANDENBRINK ENGINEERING, INC.
ENG, INC
OHM ADVISORS**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to secure professional engineering services for various public improvement projects in the city; and

WHEREAS, a quality based selection process was developed to select a qualified engineering firm; and

WHEREAS, the Spicer Group, Fleis & Vandenbrink Engineering Inc., ENG, Inc., and OHM Advisors have been determined as most qualified to perform engineering services through this process.

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firms of Spicer Group, Fleis & Vandenbrink Engineering Inc., ENG, Inc., and OHM Advisors to provide professional engineering services for future engineering projects; and
- SECOND: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-SG-4, Renewal of Agreement for Professional Engineering Services with Spicer Group; and
- THIRD: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-FV-4, Renewal of Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering Inc.; and
- FOURTH: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-ENG-1, Renewal of Agreement for Professional Engineering Services with ENG, Inc.; and
- FIFTH: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit A, Agreement for Professional Engineering Services with OHM Advisors.; and
- SIXTH: that the city manager of the city of Owosso is hereby instructed to receive cost proposals from each of these four firms for future projects and make recommendation to the City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for a period renewed annually through June 30, 2020.

EXHIBIT C-SG-4

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Spicer Group, Inc." for the term of July 1, 2017 through June 30, 2018.

For the engineer:
Spicer Group, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2017

Executed: _____, 2017

EXHIBIT C-FV-4

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK ENGINEERING, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc." for the term of July 1, 2017 through June 30, 2018.

For the engineer:
Fleis & Vandenbrink Engineering, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2017

Executed: _____, 2017

EXHIBIT C-ENG-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
ENG, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with ENG, Inc." for the term of July 1, 2017 through June 30, 2018.

For the engineer:
ENG, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2017

Executed: _____, 2017

EXHIBIT A TO RESOLUTION ____-2017

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH OHM ADVISORS

THIS IS AN AGREEMENT made on **May 15, 2017** between the city of Owosso, hereinafter referred to as the "owner," and **OHM Advisors** with its principal place of business at **34000 Plymouth Road, Livonia, MI., 48150** hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a general engineering services contract for as-needed services, hereinafter referred to as the "project"; and

WHEREAS, the engineer has the necessary personnel and facilities to provide the professional services described; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for the project;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the owner and the engineer do hereby covenant and agree as follows:

SECTION I - DESCRIPTION OF SERVICES STATEMENT OF UNDERSTANDING

1.1 General

1.1.1 The engineer agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by the owner. A detailed description of services will be specifically set forth by addenda to this agreement.

1.1.2 The engineer agrees to adhere to general conditions listed in Exhibit B – General Conditions.

1.2 Pertaining to the Engineer's Services

1.2.1 The engineer agrees to perform all services in a thorough and professional manner and to hold the owner harmless from any liens for materials and labor furnished by the engineer in connection with the engineer's work.

1.2.2 The engineer agrees to maintain insurance as specified in EXHIBIT A -- INSURANCE COVERAGES.

1.2.3 The engineer intends to render services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either express or implied.

1.2.4 The engineer reserves the right to enter into agreements with other design professionals for portions of the work included under this agreement. Where this subagreement would represent a major portion of the design work, the engineer shall receive approval of the owner for this subagreement.

1.2.5 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not

intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

1.2.6 All work product shall become the product of the owner and shall not be made available to any third party by the engineer without the consent of the owner. The engineer shall provide copies of all work product in printed format and computerized format.

1.2.7 Original documents, notes and the like, except those furnished to the engineer by the owner, represent the engineer's cumulative knowledge and are, and shall remain, the property of the engineer and shall not constitute the work product of this agreement. The owner shall have access to these materials and the engineer shall provide a copy upon written request at cost for reproduction.

1.2.8 Whenever the owner elects to enter into any contract or agreement with any person or entity other than the engineer for the performance of services on the project, the engineer will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the engineer is providing coordination. Neither the engineer's authority to act under the contract documents or under this agreement, nor any decision made by the engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the engineer to the above, or any of their agents, or employees, or any other person performing any services for the owner.

1.2.9 The engineer has not been retained or compensated to provide design and construction review services relating to safety precautions, or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the engineer to perform their work, including but not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods or temporary bracing methods.

1.2.10 The engineer in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this project by any person or entity unless same shall be found to be the result of a design error. In spite of this, if any claims shall be brought against the engineer of that nature, the owner agrees to defend, indemnify and hold harmless the engineer from all claims, damages and expenses including attorneys' fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than the engineer.

1.2.11 The engineer and the owner hereby agree that the engineer services under this contract do not include the investigation, detection, abatement, materials, or processes containing asbestos. All responsibility with asbestos detection and abatement shall remain with the owner.

The engineer and the owner also agree that the engineer's services under this contract do not include responsibility for mine subsidence, ground water contamination or legal proceedings related to loss of real estate values.

1.3 Pertaining to the Owner

1.3.1 The owner shall provide at the owner's expense (unless the engineer has specifically included them in addenda to this agreement), and in such manner that the engineer may rely upon them in the performance of services under this agreement, all criteria, design, and construction standards including full information as to the owner's requirements for the project insofar as such documents are available to the owner, or in the owner's possession. Such information may include but not be limited to:

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;

- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

1.3.2 The owner shall designate a person authorized to act as the owner's representative. The owner or the owner's representative shall receive and examine documents submitted by the engineer, and shall be empowered to interpret and define the owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the engineer's services.

1.3.3 The owner shall guarantee full and free access for the engineer to enter upon all property required for the performance of the engineer's services under this agreement.

1.3.4 The owner shall give prompt written notice to the engineer whenever the owner observes or otherwise becomes aware of any defect in the project or other event which may substantially affect the engineer's performance of services under this agreement.

SECTION II - COMPENSATION FOR SERVICES

2.1 General

2.1.1 The owner shall compensate the engineer for services rendered under this agreement. The method of compensation for said services shall be as set forth in addenda to this agreement.

2.1.2 Payments for services are due 30 days after their invoiced date, based on actual engineering services furnished, unless another schedule of payments is agreed upon by addenda.

2.1.3 Where the owner disputes some portion of the charges contained in the engineer's bill for services, it shall make payment of that portion of the bill which is undisputed and shall notify the engineer in writing of the reason for the dispute. In no case may the owner elect to withhold payment to the engineer of the entire amount due. This would constitute a failure to make payment.

SECTION III - GENERAL PROVISIONS

3.1 General

3.1.1 This agreement is the result of final negotiations between the owner and the engineer and represents the entire and integrated agreement between the owner and the engineer for the project and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the owner and the engineer.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's agents. However, when these delays require additional work to be performed by the engineer, the engineer shall be entitled to additional compensation at the prevailing per diem rates or as otherwise agreed to between the owner and the engineer.

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation

before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

3.1.4 Unless otherwise specified within this agreement, this agreement shall be governed by the laws the state of Michigan.

3.1.5 In the event any provisions of this agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

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

Approved May 15, 2017

For the engineer:
OHM Advisors

For the owner:
City of Owosso, Michigan

By: _____

Charles M. Rolfe, P.E.
Principal
OHM Advisors

By: _____

Christopher T. Eveleth
Mayor

By: _____

By: _____

Amy K. Kirkland
City Clerk

Executed: 5-1, 2017

Executed: _____, 2017

EXHIBIT A

INSURANCE COVERAGES

A. The engineer shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Michigan such insurance as will protect the owner, its officers, directors, employees, agents, consultants, and volunteers from claims involving the engineer's contractual obligations under this agreement including, but not limited to, the following hold-harmless agreement:

The engineer herein agrees to indemnify, defend and hold harmless the owner, its officers, directors, employees, agents, consultants and volunteers from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the owner, its officers, directors, employees, agents, consultants and volunteers may incur by reason of any injury or damage sustained to any person or property (including loss of use) arising out of or occurring in connection with the negligent performance by the engineer of engineer's duties and obligations.

B. The engineer shall obtain and maintain, at the engineer's own expense, engineer's professional liability insurance in the amount of one million dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this agreement or the commencement of the engineer's services in relation to the project) covering personal injury, bodily injury and property damages, said coverage to be maintained for three (3) years after the date of final payment hereunder.

C. The engineer shall maintain at the engineer's own expense comprehensive general liability insurance (including broad-form contractual liability and completed operations, explosions, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

D. The engineer shall maintain at the engineer's own expense comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

E. The engineer shall maintain at the engineer's own expense workers' compensation insurance in the amount of the statutory maximum with an employer's liability coverage of at least five hundred thousand dollars (\$500,000.00).

F. The owner and its officers and employees shall be named as additional insured on the engineer's comprehensive general liability and automobile insurance policies.

G. All insurance required by the engineer shall be maintained at the engineer's own expense, from a company or companies lawfully authorized to do business in Michigan and rated at least A by Best's Key Rating Guide. All insurance obtained by the engineer shall incorporate a provision requiring the giving of written notice to the owner at least thirty (30) days prior to the cancellation, renewal or material modification of any such policies by return receipt of United States certified mail. All insurance required by the engineer shall also state that the coverage afforded under the policy or policies shall be primary insurance. Any insurance carried independently by the owner shall be secondary insurance which operates on only an excess or contingent basis.

H. All insurance required of the engineer shall provide that any failure to comply with reporting provisions of the policy shall not affect coverage provided to the owner, its directors, officials, employees, agents, consultants or volunteers.

I. The engineer shall submit valid certificates in form and substance satisfactory to the owner evidencing the effectiveness of the foregoing insurance policies and the required amendatory requirements to each such policy to the owner for the owner's approval before the engineer commences the rendition of any

services hereunder.

J. Under no circumstances shall the owner be deemed to have waived any of the insurance requirements of this contract by any action or omission, including but not limited to:

- (1) allowing any work to commence by the engineer before receipt of certificates of insurance;
- (2) failing to review any certificates of insurance received from the engineer; or
- (3) failing to advise the engineer that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The engineer agrees that the obligation to provide the insurance required by these documents is solely the engineer's responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the owner.

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

L. In the event the engineer fails to furnish and maintain the insurance required by this contract, the owner may purchase such insurance on behalf of the engineer, and the engineer shall pay the cost thereof to the owner upon demand or shall have such cost deducted from any payments due the engineer. The engineer agrees to furnish to the owner the information needed to obtain such insurance.

**ADDENDUM 1 TO AN AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
LEGAL NAME OF ENGINEERING SERVICES**

This addendum is attached and made part of the agreement for professional engineering services dated Month Day, Year between the city of Owosso, Michigan (owner) and name of engineering service (Engineer) providing for professional services.

NAME OF PARTICULAR BID OR PROJECT

PROJECT SCOPE OF WORK

The project scope of work is attached as Section 1: Statement of Understanding and Addenda.

SCHEDULE

The schedule for the project is attached as Addenda: Schedule and Budget Control shown begin by Month Day, Year and be completed by Month Day, Year.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Design Engineering which totals \$ amount and Construction Administration \$ amount. 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 Month day, year

For ENGINEER:
Full legal name of engineering service

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, 2017

Executed: _____, 2017

EXHIBIT B GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

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

2. BID ACCEPTANCE

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

3. PAYMENT

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

4. BID DEFAULT

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

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

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

7. SPECIFIC SPECIFICATION

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

8. HOLD CITY HARMLESS

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

9. COMPETITIVE BIDDING STATUTES

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

10. SAMPLES

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

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

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

LOCAL PREFERENCE POLICY

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

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

AFFIDAVIT

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

Registered business address

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

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

SIGNATURE PAGE AND LEGAL STATUS

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

Bid proposal by _____
(Name of Firm)

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

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.

BIDDER'S INITIALS

W-9 INFORMATION FOR LEGAL STATUS

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

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

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

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

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

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

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

PROOF OF INSURANCE

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

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

Bidders can substitute this page with a copy of the insurance declaration of coverage sheet.

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

GENERAL ENGINEERING SERVICES

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

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

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

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

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____



MEMORANDUM

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

DATE: May 11, 2017

TO: City council

FROM: Donald Crawford, city manager

SUBJECT: Deficit elimination plan for Brownfield Redevelopment District No. 17 - Cargill-Sonoco Road Project

RECOMMENDATION:

Approve the resolution.

BACKGROUND:

The audit for the year ending June 30, 2016 showed that Brownfield Redevelopment District No. 17 - Cargill-Sonoco Road Project had a \$12,957 deficit. The deficit resulted from expenditures for preliminary engineering to design and bid a public roadway to induce Cargill Incorporated to build a \$20 million dollar food processing plant. The expenditures for 2016/17 are for engineering and construction of that roadway. The prior year deficit and current year expenditures are being financed by unlimited tax general obligation bonds that will be issued when Department of Treasury grants qualified status to the city.

FISCAL IMPACTS:

No fiscal impact unless a deficit reduction plan is not submitted and approved. Failure would result in a portion of the city's revenue sharing being withheld by the state.

Document originated by: Donald D. Crawford, city manager

Resolution Adopting a Plan to Eliminate a Deficit in the Brownfield Redevelopment Fund

WHEREAS city of Owosso **Brownfield Redevelopment Fund** has a \$12,957 deficit fund balance on June 30, 2016; and

WHEREAS, 1971 PA 140 requires that a deficit elimination plan be formulated by the local unit of government and filed with the Michigan Department of Treasury;

NOW THEREFORE, IT IS RESOLVED that the city of Owosso's legislative body adopts the following as the city's **Brownfield Redevelopment Fund** deficit elimination plan:

	2016/2017	2017/18	2018/19	2019/20
Unrestricted Net Position (Deficit) July. 1	\$(193,735)			
Revenue				
Property Taxes				
UTGO Bond Proceeds	2,295,500			
Total Revenue	2,295,500			
Expenditures				
Contractual Services	190,700			
Capital Outlay	1,911,000			
Total Expenditures	2,101,700			
Unrestricted Net Position June 30,2017	65			

	2016/2017	2017/18	2018/19	2019/20
CA-CL (Deficit) July. 1	\$(12,957)			
Revenues	2,295,000			
Expenditures	2,101,700			
CA-CL June 30, 2017	180,343			

Explanation: The deficit at June 30, 2016 were expenditures for preliminary engineering to design and bid a public roadway to induce Cargill Incorporated to build a \$20 million dollar food processing plant. The expenditures for 2016/17 are for engineering and construction of that roadway. The prior year deficit and current year expenditures are being financed by unlimited tax general obligation bonds that will be issued when Department of Treasury grants qualified status to the city.

BE IT FURTHER RESOLVED that the city of Owosso's Finance Director submits the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

To: Owosso City Council
 From: Brad Hissong, Building Official
 Date: 05/01/2017

Building Department Report for April, 2017

Category	Estimated Cost	Permit Fee	Number of Permits
CONSUMERS ENERGY PE.	\$0	\$80	1
Electrical	\$0	\$1,595	8
Fence - Commercial	\$0	\$80	1
Fence - Residential	\$7,000	\$290	3
Garage, detached	\$16,800	\$340	1
Industrial, New Building	\$1,850,000	\$20,613	1
Mechanical	\$0	\$6,765	25
Non-Res. Add/Alter/Repair	\$12,000	\$328	1
Plumbing	\$0	\$4,000	20
Res. Add/Alter/Repair	\$41,965	\$1,250	6
Res. Mobile	\$360,000	\$5,616	12
ROOF	\$48,038	\$1,830	11
ROW-ENG	\$0	\$20	1
ROW-SIDEWALK OCCUPA	\$0	\$0	2
ROW-UTILITY	\$0	\$60	3
Sign	\$0	\$182	2
VACANT PROPERTY REGI	\$0	\$200	2
WINDOWS	\$13,348	\$330	2
ZONING COMPLIANCE CE	\$0	\$200	4
Totals	\$2,349,151	\$43,779	106

2016 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	42
April 2016 Totals	\$125,656	\$18,111		108

Enforcements By Category

05/08/17

1 / 5

APRIL 2017

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0147	420 GROVER ST	RESOLVED	Resolved	04/10/17	04/17/17	N
ENF 17-0153	1307 HENRY ST	RESOLVED	Resolved	04/12/17	04/12/17	N
ENF 17-0187	1311 MACK ST		Complaint Logged	04/25/17		N
ENF 17-0138	917 S PARK ST	RESOLVED	Resolved	04/05/17	04/19/17	N
Total Entries:				4		

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0186	1018 ADA ST	CONTACT OWNER	Resolved	04/25/17	04/25/17	N
ENF 17-0145	315 CASS ST	LETTER SENT	Resolved	04/10/17	04/12/17	N
ENF 17-0149	207 N CEDAR ST	COMPLAINT LOGGED	Resolved	04/10/17	05/03/17	Y
ENF 17-0139	805 E EXCHANGE ST	COMPLAINT	LETTER SENT	04/06/17		N
ENF 17-0188	630 GRAND AV		Complaint Logged	04/26/17		Y
ENF 17-0154	644 N HICKORY ST	RESOLVED	Resolved	04/12/17	04/17/17	N
ENF 17-0180	228 HOYT ST	RESOLVED	Resolved	04/24/17	05/03/17	VAC
ENF 17-0179	200 W MAIN ST	LETTER SENT	LETTER SENT	04/20/17		N
ENF 17-0174	1404 W MAIN ST	CALLED COMPANY	Resolved	04/19/17	04/25/17	Y
ENF 17-0167	652 N PARK ST	LETTER SENT	LETTER SENT	04/18/17		Y
ENF 17-0184	526 N SHIAWASSEE ST	LETTER SENT	LETTER SENT	04/25/17		VACANT
ENF 17-0134	813 STEVENS DR	LETTER SENT	COMPLIED	04/03/17	04/17/17	N
ENF 17-0151	643 N WASHINGTON ST	COMPLAINT LOGGED	Verbal Notice	04/11/17		N
ENF 17-0182	1432 YOUNG ST	RESOLVED	Resolved	04/24/17	04/25/17	N
Total Entries:				14		

DEAD TREE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
--------------------	---------	-----------------	--------	-------	--------	--------

Enforcements By Category

05/08/17

2 / 5

APRIL 2017

ENF 17-0141	421 PRINDLE ST	CHECKED	Dismissed	04/06/17	04/25/17	VAC
Total Entries:				<u>1</u>		

FRONT YARD PARKING

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0131	530 N BALL ST	RESOLVED	Resolved	04/03/17	05/01/17	Y
ENF 17-0166	620 CLARK AV	RESOLVED	Resolved	04/18/17	04/19/17	N
ENF 17-0137	633 E COMSTOCK ST	RESOLVED	Resolved	04/05/17	04/10/17	Y
ENF 17-0159	905 DINGWALL DR	LETTER SENT	Resolved	04/17/17	04/17/17	N
ENF 17-0160	921 DINGWALL DR	LETTER SENT	Resolved	04/17/17	04/17/17	Y
ENF 17-0130	403 E KING ST	RESOLVED	Resolved	04/03/17	04/03/17	Y
ENF 17-0190	1411 W KING ST	RESOLVED	Resolved	04/26/17	05/01/17	N
Total Entries:				<u>7</u>		

GARBAGE & DEBRIS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0156	812 ADAMS ST	RECHECK	Resolved	04/12/17	04/25/17	Y
ENF 17-0183	648 ALGER AV	LETTER SENT	LETTER SENT	04/25/17		Y
ENF 17-0140	524 AMENT ST	RESOLVED	Resolved	04/06/17	05/03/17	Y
ENF 17-0132	303 CASS ST	RESOLVED	Resolved	04/03/17	04/04/17	Y
ENF 17-0142	419 CASS ST	COMPLAINT LOGGED	RE-INSPECT PENDING	04/10/17		N
ENF 17-0158	118 S CHIPMAN ST	RESOLVED	Resolved	04/17/17	04/24/17	Y
ENF 17-0133	405 GILBERT ST	RESOLVED	Resolved	04/03/17	04/13/17	Y
ENF 17-0161	620 GLENWOOD AV	RESOLVED	Resolved	04/17/17	04/27/17	Y
ENF 17-0164	901 GRAND AV	RESOLVED	Resolved	04/17/17	05/01/17	Y
ENF 17-0148	604 N HICKORY ST	RESOLVED	Resolved	04/10/17	04/17/17	Y
ENF 17-0152	904 KENWOOD DR	RESOLVED	Resolved	04/12/17	04/24/17	
ENF 17-0165	825 N SHIAWASSEE ST	RESOLVED	Resolved	04/17/17	05/04/17	N

Enforcements By Category

05/08/17

3 / 5

APRIL 2017

ENF 17-0163	1130 S SHIAWASSEE ST	RESOLVED	Resolved	04/17/17	05/04/17	Y
ENF 17-0135	1013 W STEWART ST	RESOLVED	Resolved	04/04/17	05/04/17	Y
ENF 17-0192	1026 SUMMIT ST	LETTER SENT	LETTER SENT	04/27/17		VACANT
ENF 17-0168	616 S WASHINGTON ST	RESOLVED	Resolved	04/18/17	05/01/17	Y
Total Entries:				16		

GARBAGE CANS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0144	212 CASS ST	RESOLVED	Resolved	04/10/17	04/12/17	Y
ENF 17-0143	214 CASS ST	RESOLVED	Resolved	04/10/17	04/19/17	Y
ENF 17-0150	320 CASS ST	RESOLVED	Resolved	04/11/17	04/19/17	N
ENF 17-0170	306 MICHIGAN AV	LETTER SENT	Resolved	04/19/17	04/19/17	N
ENF 17-0171	309 MICHIGAN AV	LETTER SENT	Resolved	04/19/17	04/19/17	N
ENF 17-0146	403 MICHIGAN AV	RESOLVED	Resolved	04/10/17	04/19/17	Y
ENF 17-0157	1318 W STEWART ST	RESOLVED	Resolved	04/13/17	04/24/17	Y
Total Entries:				7		

LAWN MAINTENANCE

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0181	409 N BALL ST	RESOLVED	Resolved	04/24/17	04/26/17	Y
ENF 17-0193	755 BROADWAY AV	LETTER SENT	LETTER SENT	04/27/17		V
ENF 17-0194	707 JEROME AV	RESOLVED	Resolved	04/27/17	05/08/17	Y
ENF 17-0198	1700 W STEWART ST	LETTER SENT	LETTER SENT	04/28/17		V
Total Entries:				4		

MISC VEHICLE VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0162	402 S CHIPMAN ST	EXT. GIVEN ON VAN	LETTER SENT	04/17/17		N

Enforcements By Category

05/08/17

4 / 5

APRIL 2017

Total Entries: 1

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0191	725 DIVISION ST	REF TO BLDG OFFICIAL	REF TO BLDG OFFICI	04/27/17	05/04/17	Y
ENF 17-0196	302 S SHIAWASSEE ST	RESOLVED	Resolved	04/28/17	05/01/17	VACANT

Total Entries: 2

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0155	530 AMENT ST	COMPLAINT LOGGED	Resolved	04/12/17	04/17/17	VACANT
ENF 17-0175	211 S CEDAR ST		Complaint Logged	04/19/17		N
ENF 17-0173	1007 S CHESTNUT ST	LETTER SENT	LETTER SENT	04/19/17		Y
ENF 17-0195	832 DIVISION ST		Complaint Logged	04/28/17		Y
ENF 17-0169	522 FLETCHER ST	COMPLAINT LOGGED	LETTER SENT	04/19/17		N
ENF 17-0176	213 S LANSING ST	RESOLVED	Resolved	04/19/17	04/27/17	
ENF 17-0136	1542 W MAIN ST	RESOLVED	Resolved	04/04/17	04/17/17	N
ENF 17-0178	514 RIVER ST	LETTER SENT	LETTER SENT	04/20/17		N
ENF 17-0177	321 E STEWART ST	LETTER SENT	LETTER SENT	04/20/17		N

Total Entries: 9

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Closed	Rental
ENF 17-0197	707 JEROME AV			04/28/17		

Total Entries: 1

Total Records: 66

Total Pages: 4

Enforcements By Category

05/08/17

5 / 5

APRIL 2017

RENTAL COLUMN DEFINITIONS

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

*These are on-going complaints and will be resolved with compliance or possible court action.



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: May 11, 2017

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: April 2017 Police Reports

Attached are statistics for the police department for April 2017. This report includes activity for the month of April and year-to-date statistics. Also, attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow-up than the officers initial response.

Additionally, there were no reports with citations issued or burning reports with no violations found for the month of April.



Case Assignment/Clearance Report For April, 2017

APRIL 2017

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
PART I OFFENSES					
ROBBERY	0	0	3	4	133 %
AGGRAVATED ASSAULT	4	5	10	12	120 %
BURGLARY	3	5	15	17	113 %
LARCENY	15	17	51	67	131 %
MOTOR VEHICLE THEFT	1	1	3	5	166 %
SIMPLE ASSAULT	19	23	76	83	109 %
ARSON	0	0	1	2	200 %
FORGERY & UTTERING	0	0	2	4	200 %
COUNTERFEITING	0	0	1	1	100 %
FRAUD	2	6	20	20	100 %
EMBEZZLEMENT	0	0	0	2	0 %
WEAPON CRIMES- CARRY, POSS,	1	1	5	8	160 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	0	2	3	150 %
NARCOTICS VOLIATIONS	3	4	12	15	125 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	0	0 %
SEX OFFENSES 2	3	7	9	13	144 %
PARENTAL KIDDNAP	0	0	0	0	0 %
KIDDNAPPING	0	0	1	1	100 %
BURGLARY RESIDENTIAL	1	1	3	3	100 %
BURGLARY COMMERCIAL	1	1	1	1	100 %
RESISTING/OBSTRUCTING	0	0	5	6	120 %
PART I OFFENSES	53	71	220	267	121 %
PART II OFFENSES					
PAROLE/PROBATION VIOLATION	4	4	11	11	100 %
NATURAL DEATH	0	0	0	0	0 %
RETAIL FRAUD	1	1	3	4	133 %
RUNAWAY	1	0	6	6	100 %
VIOLATION PPO/ COURT ORDER	2	2	7	7	100 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	0	1	4	400 %
TRAFFIC OFFENSES OTHER	5	6	33	33	100 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	5	5	37	37	100 %
SUSPICIOUS CIRCUMSTANCES	1	1	6	8	133 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	6	6	19	19	100 %
DOMESTIC ASSAULT/SITUATION	0	0	2	2	100 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	7	7	26	26	100 %
RECOVERED PROPERTY	0	0	1	1	100 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	0	0	5	5	100 %
DOA	1	1	5	7	140 %
ANIMAL COMPLAINTS	1	1	3	4	133 %
MISSING PERSON	0	0	2	2	100 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	1	1	1	3	300 %
TRAFFIC - HIT & RUN	7	8	20	28	140 %
FIRES - NOT ARSON	1	0	2	1	50 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	6	6	33	35	106 %
CRIMES AGAINST FAMILY &	3	3	4	4	100 %
DRIVING WHILE IMPAIRED	3	2	11	10	90 %
LIQUOR LAW VIOLATIONS	0	0	2	2	100 %
DISORDERLY CONDUCT	3	3	15	17	113 %
OTHER CRIMES	10	11	27	32	118 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	19	19	111	113	101 %
THREATS	0	0	1	1	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	12	11	32	41	128 %
<i>PART II OFFENSES</i>	<i>99</i>	<i>98</i>	<i>426</i>	<i>463</i>	<i>108 %</i>
Grand Totals:	152	169	646	730	113 %

Field Contact By Reason Summary Report

APRIL 2017

Reason for Contact	Count
911 Hang Up	22
Abandoned Vehicle	2
False Alarm Commercial	19
All Other Service Reports	27
Animal Complaints Other	15
Assist Ambulance	11
Assist To Other Dept	28
Assist Fire Dept	2
Attempt To Locate	19
Barking Dog	2
Burning Ordinance	7
Civil Dispute	21
Disturbance	15
Directed Patrol	6
Fight / No Assault	1
Fireworks	4
Found Property	2
Gun Permit/register	19
Harrassment	8
Investigate Vehicle	2
Loud Music	7
Loud Party	2
Mental Pickup/transport	1
Open Door	2
Ordinance Violation	4
Parking Problem	14
Pawn Ticket	81
Petition For Hospitalization	1
Peace Officer	24
Prowler	1
Reckless Driver	3
Road Hazard	6
Suspicious Person	15

Reason for Contact	Count
Suspicious Situation	49
Suspicious Vehicle	22
Trouble With Kids	22
Trouble With Neighbor	15
Trouble With Subject	49
Phone Harassment	1
Unwanted Subject	5
Welfare Check	33
Wire Down	6
Work Traffic	125

APRIL 2017
FIELD CONTACTS

CASE_ID	FCDATE	STREET
201702213	04/26/2017 19:46:00	W MACK ST
201702207	04/26/2017 16:11:00	W AMENT ST
201701985	04/17/2017 13:38:00	E LAVEROCK AL/N DEWEY ST
201702023	04/18/2017 21:36:00	N DEWEY ST
201702113	04/22/2017 22:06:00	S OAKWOOD AVE
201702116	04/23/2017 03:34:00	W RIDGE ST
201702136	04/23/2017 19:58:00	N WASHINGTON ST



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: May 11, 2017

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: April 2017 Fire & Ambulance Report

During the month of April 2017:

Fire Department responded to **260** Ambulance calls.

Fire Department responded to **14** Fire calls –

- 2 – Accidents w/ Injuries
- 1 – Vehicle vs. Pedestrian
- 1 – Building Fire
- 1 – CO2 Detector Activation
- 1 – Line Down
- 1 – Dispatched and Cancelled
- 1 – Police Matter
- 1 – No Incident Found
- 1 – Service Call
- 2 – Unauthorized Burn
- 1 – Good Intent Call
- 1 – Wiring Defect

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
APRIL 5, 2017 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:38 a.m.

ROLL CALL: Was taken by Recording Secretary, Marty Stinson.

MEMBERS PRESENT: Chairman David Acton, Vice-Chairman Bill Gilbert, Authority Members Kenn Cushman, Jon Moore, Kevin Wiles.

MEMBERS ABSENT: Mayor Chris Eveleth, Lance Omer, Theresa Trecha.

OTHERS PRESENT: Josh Adams, Main Street Manager;

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER WILES AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE AGENDA FOR APRIL 5, 2017 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE MINUTES OF MARCH 1, 2017, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: There were no public comments.

COMMITTEE UPDATES:

1) DESIGN

Chairman Gilbert noted that the committee decided to have co-chairmen so Authority Member Omer will now be the other co-chairman along with Gilbert. The new work plan will involve a legacy book so work plans could be carried on if chairs are not available. Façade projects are moving onward. Bike racks will soon be installed. The baskets on the Main Street bridge will be installed along with some on the South Washington Street bridge.

Way-finding signs are up. Per Mr. Adams, three or four are still in storage. They could be used for a kiosk. There was discussion on a football stadium sign. The sign by Tim Horton's has to be moved west and is waiting for the city's department of public works to install it.

2) ECONOMIC RESTRUCTURING

Committee Chairman Omer was absent and no discussion followed.

3) ORGANIZATION

No discussion at this time.

4) PROMOTION

Mr. Adams noted Digital Marketing is being worked on. Need to put together some videos to show what people can do – bring in stories about why people should come to the heart of the mitten.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

IT WAS MOVED BY AUTHORITY MEMBER CUSHMANN AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR APRIL 2016 AS PRESENTED.

AYES ALL. MOTION CARRIED.

2) BUDGET REPORT

(SEE BOARD PACKET FOR BUDGET)

The board discussed the budget report & budget updates. Discussion about property tax and TIF will be increased this year; lost values and lost school taxes; and library taxes.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE BUDGET REPORT AS PRESENTED.

AYES ALL. MOTION CARRIED.

3) NMS APRIL STRATEGY DEVELOPMENT / ALIGNMENT

Mr. Adams stated the meeting will occur on April 11 at 6 p.m. He has the plans ready, and they will meet in the Council Chambers.

4. FAÇADE GRANT UPDATE

Mr. Adams reported that early next week the entire package will be ready. There are 7-8 projects. Dollar Daze building was added. Because bids will go out at the end of April, we may get higher proposals because construction schedules are filling up at this time. If they come back really high, we may start next year. We are limited to five free design services. After that we would have to pay for them. Dollar Daze had to pay for their services.

PUBLIC COMMENTS: There were no public comments

BOARD COMMENTS: Chairman Acton's daughter-in-law has a pilot program he is trying to steer her to work in Owosso. It would be free. It regards hidden gems, hospitality, and customer service. The board is enthused to hear more about this program.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER WILES TO ADJOURN AT 8:29 A.M.

AYES: ALL. MOTION CARRIED.

mms

David Acton, Chairman

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
April 10, 2017, 7:00 PM Curwood Castle

CALL TO ORDER: VICE CHAIR TRACEY PELTIER CALLED THE MEETING TO ORDER AT 7:05 PM

PRESENT: COMMISSIONER CAROL VAUGHN, COMMISSIONER CAROLYN EBERT, COMMISSIONER HEATHER QUINN-DEASON, COMMISSIONER ANNIE LUDINGTON, COMMISSIONER ROBERT BROCKWAY, COMMISSIONER TRACEY PELTIER, COMMISSIONER KAREN KONG, VICE CHAIR JENELLE STEELE-ELKINS, DIRECTOR ROBERT DORAN

ABSENT:

APPROVAL OF AGENDA: COMMISSIONER CAROL VAUGHN MOTIONED TO ACCEPT THE AGENDA, SECONDED BY COMMISSIONER KAREN KONG. AYES ALL, MOTION CARRIED.

TREASURER'S REPORT: COMMISSIONER JENELLE STEELE-ELKINS MOTIONED TO ACCEPT THE TREASURER'S REPORT, SECONDED BY COMMISSIONER ANNIE LUDINGTON. AYES ALL, MOTION CARRIED

APPROVAL OF MARCH 2017 MINUTES COMMISSIONER CAROL VAUGHN MOTIONED TO ACCEPT THE MARCH, 2017 MINUTES, SECONDED BY COMMISSIONER KAREN KONG. AYES ALL, MOTION CARRIED.

CITIZEN COMMENTS: NONE

COMMUNICATIONS: Director Robert Doran introduced Elaine Greenway and Sarah Adams. Both are considering joining the OHC.

DIRECTORS REPORT: DIRECTOR'S REPORT MOVED TO OLD AND NEW BUSINESS.

OLD BUSINESS

- Review 2017 Exhibitions and Events – remind and schedule commission members for Curwood Festival weekend
- New roof on Paymaster Building – Commission signed a thank you note to Kris Poag and Weather Vane Roofing

NEW BUSINESS:

- OHC and SAC have asked the CVB for a \$4,000 grant to market Curwood Castle Park, both as a destination attraction for Owosso and Shiawassee County. The deliverables of this campaign include: a 3 minute video, three brochures: Curwood Castle Park, Curwood Castle and Friesseke, creative and design work for the brochures and Facebook boosting and advertising. A memo of understanding with City, OHC and SAC was discussed and approved.
- The Owosso Historic Home Tour was discussed as a partnership event with SAC. The Home Tour will be held the 3rd Saturday in September. A memo of understanding with City, OHC and SAC was discussed and approved.

- Because of the breakdown and deterioration of the current signs made by Imageline Productions of West Town, the commission decided to purchase new signs for the narrative in the interior of the Woodard Paymaster Building and The Comstock Pioneer Cabin, as well as an exterior sign for the Castle. A letter requesting a full refund from Imageline will was sent to the owner. **CAROL VAUGHN MADE THE MOTION TO PURCHASE NARRATIVE SIGNS FOR THE INTERIOR OF THE WOODARD PAYMASTER BUILDING AND THE INTERIOR OF THE COMSTOCK PIONEER CABIN – AND A WELCOME AND ADMISSION SIGN FOR CURWOOD CASTLE – IN THE AMOUNT OF \$2,322.00 FROM AGNEW SIGN COMPANY. HEATHER DEASON SECONDED. AYES ALL, MOTION CARRIED.**
- The Commission rededicated their efforts to stock and rearrange the gift shop at Curwood Castle. A temporary committee was formed: Robert Doran, Tracey Peltier, Heather Deason and Robert Brockway.
- The strategic plan was reviewed and discussed. The Commission agreed that Patrice Martin did an absolutely outstanding job leading us on a measured path to capacity building and sustainability. This led us to the discussion of the possible formation of a 501(c) 3. We went around the room and every Commission gave their opinion and pros and cons of spinning off from the City. **CAROL VAUGHN MADE A MOTION FOR THE OWOSSO HISTORICAL COMMISSION TO MOVE FORWARD AS AN INDEPENDENT 501(C) 3 AND TO BEGIN THE DISCUSSION AND NEGOTIATIONS WITH THE CITY OF OWOSSO. THE VOTE WAS AS FOLLOWS:**

**COMMISSIONER HEATHER DEASON – YEA
 COMMISSIONER KAREN KONG – YEA
 COMMISSIONER JENELLE STEELE-ELKINS – YEA
 COMMISSIONER CAROLYN EBERT – YEA
 COMMISSIONER CAROL VAUGHN – YEA
 COMMISSIONER ANNIE LUDINGTON – YEA
 COMMISSIONER ROBERT BROCKWAY – YEA
 COMMISSIONER TRACEY PELTIER – NO**

MOTION CARRIED. THE OWOSSO HISTORICAL COMMISSION HAS MOVED TO PROCEED WITH THE FIRST STEPS IN BECOMING AN INDEPENDENT 501(C) 3. The following Commission members formed a 501(c) 3 committee: Carol Vaughn, Heather Deason, Annie Ludington, Karen Kong, Carolyn Ebert and Director Robert Doran. City Council member Elaine Greenway will also join the committee.

CITIZEN COMMENTS: NONE

ADJOURN: COMMISSIONER TRACFEY PELTIER MOVED TO ADJOURN AT 8:52 PM, SECONDED BY COMMISSIONER ROBERT BROCKWAY. AYES ALL, MOTION CARRIED.

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY, APRIL 24, 2017 – 6:30 P.M.**

CALL TO ORDER: Chairperson Bill Wascher called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE: Recited.

ROLL CALL: Tanya Buckelew, Recording Secretary.

MEMBERS PRESENT: Chairperson Bill Wascher, Commissioners Tom Cook, Dan Law, Frank Livingston, Brent Smith and Tom Taylor.

MEMBERS ABSENT: Vice-Chair Craig Weaver, Secretary Jane Fear, Commissioner Michelle Collison

OTHERS PRESENT: Scott Perrin, Mark Perrin (Perrin Construction), Susan Montenegro, Assistant City Manager/Director of Community Development.

APPROVAL OF AGENDA:
MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER COOK TO APPROVE THE AGENDA FOR APRIL 24, 2017.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:
MOTION BY COMMISSIONER LIVINGSTON SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES FOR THE MARCH 27, 2017 MEETING.

YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum.
2. PC minutes from March 27, 2017.
3. Site plan application and materials for 745 McMillan Street (Tri-Mer)
4. Sign Ordinance – revised language

COMMISSIONER/PUBLIC COMMENTS

None.

PUBLIC HEARINGS:

None.

SITE PLAN REVIEW:

1. 745 McMillan Street – Tri-Mer Corporation Parcel # 050-010-008-001-00
Perrin Construction present to discuss the addition of a 9,600 square foot addition to the current location. This addition will be mainly used for storage of pollution control equipment manufactured in adjacent buildings. This new addition will be connected to the current structure; the existing wall between the proposed building and original building will be removed. Additional parking to the north will be added increasing the spaces from 14 to 34. Retention pond will be expanded. Roof water travels through underground pipe to retention pond to the creek/ditch.

Site Plan meets all requirements of the code for an I-2 district.

Building – no concerns with site plan as presented. Full construction review will take place when construction drawings are received.

Utilities – No conflicts, no issues to address at this time. Storm detention volume is more than 2.5 times 10-year storm event, appears adequate.

Engineering – No concerns with site plan as presented.

MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER SMITH TO APPROVE THE SITE PLAN AT 745 MCMILLAN STREET, PARCEL # 050-010-008-001-00 AS APPLIED AND ATTACHED HERETO IN PLANS DATED MARCH 30, 2017.

ROLL CALL VOTE:

AYES: COMMISSIONERS COOK, LAW, LIVINGSTON, SMITH, TAYLOR AND CHAIRPERSON WASCHER.

NAYS: NONE

MOTION PASSED

Ms. Montenegro informed the Commissioners of possibly needing a special meeting on May 8, 2017. Perrin Construction is also working on plans for the RWI building (next to Tri Mer). Time did not allow for the plan to be presented at tonight's meeting.

BUSINESS ITEMS:

None.

ITEMS OF DISCUSSION:

Continuation of Sign Ordinance Updating

Ms. Montenegro included a draft version of the proposed new Sign Ordinance.

Items highlighted in yellow, are still in progress.

Diagram added to the last page, showing the various types of signs.

Sec. 26-20 Off-Premise Signs added.

Sec. 26-1 Added wording regarding this ordinance follows the current Michigan Building Code.

Sec. 26-21 page 14 c - Added wording on the Downtown Historic District so customers are aware of the district and the additional approval is needed. And change the word repair to modification of existing signage.

Sec. 26-21 page 13 (8) delete Electronic changeable message signs and gasoline price signs shall use only one color of lighting or bulbs to prevent nuisances and distractions upon adjoining properties and thoroughfares.

Sec. 26-21 page 12 Add Home Occupations: Allow 1 sign per house. Not to exceed 2' x 3' wall sign that is flush to the building and cannot be in the yard. If it is illuminated, follow Sec. 26-20 – Off-Premise signs #4 Illumination.

Sec. 26-20 page 11 B – 4: Discussion held regarding flashing, fade in or out or scroll and message shall remain readable for at least six (6) seconds. Need language to be sure to cover if a sign gets to be too “flashy.” Ms. Montenegro to look for additional language to regulate signs for inappropriateness, distracting.

Changes will be made to the draft version of the Sign Ordinance and presented at the May 22, 2017 meeting for a Public Workshop, after which it is presented to Council.

COMMISSIONER/PUBLIC COMMENT: Chairperson Wascher spoke of the Holland Tulip Festival Parade and how they changed it so people cannot hold spots/set up chairs before 6AM on the day of parade. Does Owosso have anything like this? Ms. Montenegro stated not in the ordinances, public safety may have rules regarding it.

ADJOURNMENT:

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO
ADJOURN AT 7:20 P.M. UNTIL THE NEXT MEETING ON MAY 22, 2017.**

YEAS ALL, MOTION CARRIED.

Janae L. Fear, Secretary

tsb

**PARKS AND RECREATION COMMISSION
REGULAR MEETING
TUESDAY, APRIL 25, 2017 – 7:30 p.m.
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867**

MEMBERS PRESENT:

Chairman Mike Espich, Commissioner Nick Seabasty and
Commissioner Randy Woodworth

MEMBERS ABSENT:

Vice-Chair Jeff Selbig and three vacancies.

The meeting was canceled due to a lack of a quorum.