

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 05, 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 15, 2017:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Airport Presentation. A presentation by representatives of the Owosso Community Airport detailing their 2016 Annual Report.

PUBLIC HEARINGS

1. Special Assessment District No. 2017-06. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2017-06 for Chipman Street from Oliver Street to King Street for street resurfacing.
2. CDBG Grant Acceptance - The 344 Project. Conduct a public hearing to receive citizen comment regarding the proposal to accept CDBG grant funding for The 344 Project.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

Project Status Report

CONSENT AGENDA

1. Set Public Hearing – Industrial Facilities Tax Exemption Certificate–705 McMillan Street. Set a public hearing for Monday, June 19, 2017 to receive public comment on the application from Ruess Winchester, Inc. of Owosso for an Industrial Facilities Tax Exemption Certificate for real and personal property for their property at 705 McMillan Street.
2. Set Public Hearing – Industrial Facilities Tax Exemption Certificate–745 McMillan Street. Set a public hearing for Monday, June 19, 2017 to receive public comment on the application from Tri-Mer Corporation of Owosso for an Industrial Facilities Tax Exemption Certificate for real and personal property for their property at 745 McMillan Street.
3. First Reading and Set Public Hearing – Ordinance Amendment – Chapter 26, Signs. Conduct first reading and set a public hearing for Monday, June 19, 2017 to receive citizen comment regarding the proposal to repeal and replace Chapter 26, Signs, to create a content neutral ordinance that complies with a recent U.S. Supreme Court decision.
4. Special Assessment District No. 2017-09 – Resolution No. 1. Authorize Resolution No. 1 for Special Assessment District No. 2017-09 for Chestnut Street from South Street to Stewart Street for street resurfacing.
5. Special Assessment District No. 2017-09 – Resolution No. 2. Authorize Resolution No. 2 setting a public hearing for Monday, June 19, 2017 for proposed Special Assessment District No. 2017-09 Chestnut Street from South Street to Stewart Street for street resurfacing.
6. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Karen Ruddy	Building Authority	06-30-2020
Sam McLaren*	Building Board of Appeals	06-30-2020
Carl Ludington*	Building Board of Appeals	06-30-2020
Barbara Baker-Omerod*	Council on Aging	06-30-2020
Lance Omer*	Main Street Board/Downtown Development Authority	06-30-2021
Kevin Wiles*	Main Street Board/Downtown Development Authority	06-30-2021
Gary Burk*	Mid-County Wastewater Treatment Plant Review Board	TBD
Daniel Law	Planning Commission	11-09-2020
Brent Smith*	Planning Commission	06-30-2020
Wilfred Farrell*	City of Owosso Employees' Retirement System Board of Trustees	06-30-2021
Chris Eveleth*	Zoning Board of Appeals	11-13-2018
Randy Horton*	Zoning Board of Appeals	06-30-2020

* Indicates reappointment

7. Open Streets Owosso Bicycle Route Permission. Approve request from Owosso Main Street for the closure of several streets in the downtown for the Open Street Owosso Bicycle Route event on Sunday, June 11, 2017 from 2:30 p.m. to 5:30 p.m., waive the insurance requirement, and authorize Traffic Control Order No. 1370 formalizing the action.
8. Cruise the Pits Car Show Permission. Approve request from Owosso Main Street for the closure of Washington Street from Main to Oliver, Washington Street from Oliver to Goodhue, Exchange Street from Washington to Park, and the lawn areas of the Gould House and Fayette Square for the Cruise the Pits Car Show on Saturday, July 29, 2017 from 7:00 a.m. to 4:00 p.m., waive the insurance requirement, and authorize Traffic Control Order No. 1371 formalizing the action.

9. Contract Amendment – SafeBuilt Michigan, LLC. Approve amendment to the professional services agreement with SafeBuilt Michigan, LLC decreasing the number of days per week building official services are provided from 5 to 4 and reducing the contract to \$104,000.00 annually.
10. Purchase Authorization – Police Records Management System. Authorize purchase of a records management system service from the Michigan State Police in the amount of \$200.00 per officer, per year.
11. Bid Award – Architectural Study of Public Safety Building. Approve the bid of Partners in Architecture PLC for an architectural study of the Public Safety Building in the amount of \$18,850.00 and further approve payment to the vendor upon satisfactory receipt of deliverables.
12. Warrant No. 543. Authorize Warrant No. 543 as follows:

Vendor	Description	Fund	Amount
City of Corunna	2016/2017 River Trail contribution	General	\$6,873.23
Safebuilt Inc.	Building department services-April 2017	General	\$8,740.00

ITEMS OF BUSINESS

1. Consumers Energy Easement. Consider granting an easement to Consumers Energy for installation of subsurface electrical lines to serve a neighboring property.
2. Advance Construct Program – Oliver Street, Phase 2. Consider designating phase 2 of the Oliver Street reconstruction project as an Advance Construct project and approve the terms of the Advance Construct program.
3. Budget Amendment – SATA. Consider amending the 2017-18 Budget to increase the SATA transit millage rate to the maximum levy amount.
4. Notice of Intent to Reimburse – Automatic Meter Reading System. Approve resolution of notice of intent to reimburse the city for any expenses incurred for the automatic meter reading system, approved by council on March 20th, from proceeds of an installment sales contract to be considered at a subsequent meeting.
5. Lease Agreement – Automatic Meter Reading System. Consider approval of a 15-year lease agreement with US Bancorp Government Leasing and Finance Corporation for the purchase of an automatic meter reading system at an effective interest rate of 2.626%.
6. City Manager Performance Review. Consider conducting a review of the City Manager's performance.

COMMUNICATIONS

1. Downtown Historic District Commission. Minutes of April 26, 2017.
2. Downtown Development Authority/Main Street. Minutes of May 3, 2017.
3. Historical Commission. Minutes of May 8, 2017.
4. Zoning Board of Appeals. Minutes of May 16, 2017.
5. Planning Commission. Minutes of May 22, 2017.
6. Parks & Recreation Commission. Minutes of May 23, 2017.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, June 19, 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 tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0500; Email: cityclerk@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 15, 2017
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER BURTON D. FOX

PLEDGE OF ALLEGIANCE: OHS ECONOMIC STUDENTS

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 Teich to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 1, 2017

Motion by Councilmember Fox to approve the Minutes of the Regular Meeting of May 1, 2017 as presented.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF MAY 4, 2017

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Special Meeting of May 4, 2017 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Special Assessment District No. 2017-07

**Chipman Street
From Willow Springs Drive to Harding Avenue**

A public hearing was conducted 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.

The following people commented regarding the proposed amendment:

Timothy Root, 804 N Chipman Street, questioned why he should pay to have the street redone when it was fine before the new watermain was installed. He said he felt there were other areas in more need of work. He also said he felt the watermain was replaced due to high lead levels in the water.

Clark Harder, 807 North Chipman Street, expressed the same concerns as Mr. Root saying he felt there were other areas that needed attention more. He also expressed concerns regarding the special assessment process and whether the project will exacerbate the flooding problems in the area.

Holly Bentley, 803 N. Chipman Street, said her section of the street was resurfaced two years ago and is now being forced to pay for more work because it wasn't done right the first time. She inquired about whether grant funds were available and where the street bond money went. She said she also felt there was an issue with lead in the water.

Mayor Eveleth noted that the City has employed the special assessment process to help pay for street projects for many years, that it allows the City to do more work each year. He noted that the City is able to obtain grant money for street projects on occasion and the money is used to lower the cost to residents. Finally, he stated that the City has no lead watermain and has not had lead mains for many years. The City treats its water and that when lead is detected in the water it is coming from pipes owned by the homeowner.

Utilities Director Glenn Chinavare spoke to the necessity of the project saying the impetus for selecting Chipman Street was based on use of a pavement rating system, the desire to complete work started in the past, and to improve water access. He also noted that residents are not being charged for installation of the new watermain.

Mayor Pro-Tem Osika asked whether the street was being redone because new watermain was being installed. Utilities Director Chinavare indicated the street needed rehabilitating and they were taking advantage of that opportunity to install new watermain. He also indicated he was unaware of the drainage issue and would look into the matter.

Councilmember Bailey noted that the intensive pavement analysis performed a few years back indicated that many streets were not holding up because maintenance was not taking place early enough in the lifecycle of the street. She also noted that repairing streets earlier in the cycle saves money in the long run.

Councilmember Fox indicated that the City tries to combine as much work as possible in one area at one time to avoid disturbing the street unnecessarily and he reminded folks that sometimes the deterioration of a street isn't visible to the naked eye. He went on to note that the City is doing its best to stretch the \$10 million street bond monies as far as possible by concentrating on places where the money will be best spent. He said that sometimes doing the worst streets first is not the best use of money over the long term.

Mayor Eveleth said it is never fun to pay a special assessment but projects like these do not get less expensive over time, noting that full reconstruction of one mile of street starts at approximately \$3 million. He said he trusted the City's experts and he would support the project if it were his own street.

Resident of 1001 N. Chipman, called prior to the meeting and spoke with the City Engineer. She questioned whether her entire property would be affected by the project and whether there were plans to resurface Chipman Street from Harding Avenue to the City limits. She was told that only that portion of her property that fronts the proposed construction would be assessed. She was also told that paving Chipman north of Harding Avenue was not part of the current five-year plan.

Motion by Councilmember Fox the following resolution be adopted:

RESOLUTION NO. 57-2017

**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 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.

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Alexis Mueller, OHS teacher, commented on the need to support the planned school millage request saying the community needs to invest in the schools in order for students to succeed.

Owosso High School student Mariah asked for City Council's support. She said there were lots of problems with the buildings that are holding students back and she wants to do better.

Kayla, OHS student, said that she would like to see a future bond proposal pass because it will have a positive impact on the kids coming up. She said she felt that a new school would attract new people and new tax money.

Kimberly, OHS student, said she just moved here a year ago and she found the conditions in the schools were bad. She said she believes they need a new school and that a new building will help the community grow.

Brian, OHS student, said the school itself is great but the building is going downhill. He said a bond could really improve the conditions and that he wants a better future for the students.

Sue Ray, 1218 Nafus Street, said she had a very large sewer bill due but she had never received a bill for almost a year because it was being sent to the former owner. She inquired whether the late fees on the bill could be removed. Mayor Eveleth asked the City Manager to speak with her.

Don Stanley, 1212 Harding Avenue, said that when he arrived home from Arizona this spring he had a \$1500 water bill waiting for him. He said neither the City nor a plumber was able to find the source of the leak and wondered if the City would be willing to forgive half the bill since no one could figure out why the meter indicated so many units had been used.

Ann Bentley, Oak Hill Cemetery Board member, relayed her concerns with on-going flooding issues at the cemetery saying the City is responsible for the flooding and the cemetery will be forced to disable the creek running through the cemetery if the City does not do something to resolve the issue.

County Commissioner Dan McMaster reported that the Commission, after completing their due diligence, awarded a bid to Perrin Construction for the remodeling of the new 911 center. He said the project should start in a couple of weeks with hopes it will be completed in December.

Mayor Pro-Tem Osika asked Commissioner McMaster whether the Commission had approved the grant for voting equipment. McMaster indicated the matter had not come back before the Commission yet. He indicated he would check on the status of the situation.

Mayor Eveleth said it was unfair to say that the City wasn't willing to help with the cemetery issue. He said several people have tried to help but the cemetery simply didn't like the answers they gave.

There was discussion among Council and staff regarding what led up to Mr. Stanley's request for the forgiveness of half of his water bill. Mayor Eveleth expressed a desire to explore the idea of setting up a policy that would help Mr. Stanley and others that might find themselves in a similar situation. He asked that the matter be scheduled for discussion at a later date.

There was also discussion regarding the conditions at the schools, a future bond proposal for a new school, the group exploring said bond proposal, and whether it is possible to split the levy of a bond between the summer & winter tax bills.

The meeting recessed from 9:00 p.m. until 9:09 p.m.

There was Council discussion regarding the drainage issues at Oak Hill Cemetery, issues with the Gute Drain that result in flooding at the cemetery, and petitioning the County to rebuild the drain. There was a question as to whether the letter required a formal response since Ms. Bentley was no longer present at the meeting. Mayor Eveleth indicated he would be meeting with other members of the cemetery board in the near future and would relay the information to them.

CITY MANAGER REPORT

City Manager Crawford noted that the law seems to offer some flexibility as to when a bond is levied on the taxes.

He also let Council know that he would soon be distributing information regarding the second phase of the Oliver Street reconstruction project and they would be asked whether or not to advance the money for the project or wait for the grant funding.

CONSENT AGENDA

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

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 as follows:

RESOLUTION NO. 58-2017

SETTING A PUBLIC HEARING TO RECEIVE COMMENT REGARDING PROPOSED SPECIAL ASSESSMENT DISTRICT NO. 2017-01 CHIPMAN STREET FROM OLIVER STREET TO KING STREET

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

N. Chipman Street, a 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, a 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, June 5, 2017 for the purpose of hearing any person to be affected by the proposed public improvement.

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 as detailed below:

RESOLUTION NO. 59-2017

**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.

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 as follows:

RESOLUTION NO. 60-2017

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR CARBON DIOXIDE FOR THE PERIOD FY2017-2018 FROM MATHESON TRI-GAS, INC. 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, Inc. 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, Inc. 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, Inc. 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.

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 as detailed:

RESOLUTION NO. 61-2017

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR CALCIUM HYPOCHLORITE TABLETS FOR THE PERIOD FY2017-2018

FROM ELHORN ENGINEERING COMPANY 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 Company 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 Company 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 Company 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.

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 as follows:

RESOLUTION NO. 62-2017

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
HYDROFLUOROSILICIC ACID
FOR THE PERIOD FY2017-2018
FROM PVS-NOLWOOD CHEMICALS, INC. 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 Hydrofluorosilicic Acid/Sodium Fluoride; and it is hereby determined that PVS-Nolwood Chemicals, Inc. 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 Chemicals, Inc. 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 Chemicals, Inc. 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.

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.

RESOLUTION NO. 63-2017

**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.

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 as detailed below:

RESOLUTION NO. 64-2017

**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).

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 as follows:

RESOLUTION NO. 65-2017

**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).

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 as detailed:

RESOLUTION NO. 66-2017

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).

Warrant No. 542. Authorize Warrant No. 542 as follows:

Vendor	Description	Fund	Amount
William C Brown, PC	Professional services-	Various	\$9,011.54

	April 11, 2017 – May 8, 2017		
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

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

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

The Council received a request from the audience to expedite the second session of Citizen Comments & Questions in light of the late hour.

Motion by Councilmember Fox to suspend the rules of order and move to the second session of Citizen Comments & Questions to accommodate those audience members with early work schedules.

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

CITIZEN COMMENTS AND QUESTIONS

Timothy Root, 804 N. Chipman Street, inquired whether he would be specially assessed when Willow Springs Drive is redone. He reiterated his feeling that other streets need attention more than his section of Chipman Street and that he is not being listened to.

Mayor Eveleth indicated that Mr. Root would be charged when Willow Springs Drive is redone. He also pointed out that payment of his special assessment could be spread over 20 years.

Holly Bentley, 803 N. Chipman Street, wondered why she was included on this special assessment if her street was resurfaced two years ago and if everyone gets specially assessed for roadwork. She asked that if the project is moving forward that the drainage issue is fixed.

City Manager Crawford said everyone gets specially assessed when their street is resurfaced.

Councilmember Fox explained to Mr. Root that the Council worked hard to make sure that each quadrant of the City receives an equal amount of improvement as a result of the street bond.

Alexis Mueller, OHS teacher, gave an example where an old high school was repurposed as a middle school with success. She also took issue with one Councilmember's comparison of the construction costs for a school and a nursing home saying they are not comparable facilities. She said the community cannot keep kicking the school funding issue down the road.

ITEMS OF BUSINESS

Downtown Development Authority General Appropriations Resolution

Motion by Councilmember Fox to adopt the General Appropriations Resolution to authorize the levy of the Downtown Development Authority millage for the 2017-2018 fiscal year as follows:

RESOLUTION NO. 67-2017

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
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Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

City Budget Adoption

Motion by Councilmember Bailey to adopt General Appropriations Resolution approving the 2017-2018 City Budget as detailed:

RESOLUTION NO. 68-2017

**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

2017-18 Budget Summary

FUND DESCRIPTION	2015-16 ACTUAL	2016-17 ORIGINAL BUDGET	2016-17 THRU 1/31/2017	2017-18 ADOPTED BUDGET
GENERAL FUND	6,946,279	7,723,050	4,027,362	7,409,531
MAJOR STREET FUND	885,313	1,495,825	780,320	1,241,465
LOCAL STREET FUND	619,041	474,500	365,074	629,850
FAÇADE FUND	0	0	0	1,040,000
CDBG REVOLVING LOAN FUND	38,350	21,000	0	1,000
HOUSING & REDEVELOPMENT	48,331	283,200	54,175	283,200
BROWNFIELD FUND	149,827	2,200,975	401,418	314,472
DOWNTOWN DEVELOPMENT AUTHORITY	200,427	188,500	100,660	189,650
HISTORICAL FUND	72,811	81,650	41,399	98,250
DEBT SERVICE-2010 GO BONDS	56,643	65,950	48,191	74,873
2013 UTGO	62,331	67,025	48,731	66,568

2009 LTGO DEBT	79,188	76,825	18,034	80,118
2016 UTGO BONDS	0	0	0	725,750
CAPITAL PROJECTS-2011 STREET PROGRAM	850	850	0	3,271,300
TRANSPORTATION FUND	71,264	72,225	64,190	45,118
SEWER FUND	1,760,221	3,313,375	777,545	2,386,042
WATER FUND	2,319,874	5,136,875	1,717,203	4,638,078
WASTEWATER FUND	1,684,445	3,322,050	960,235	2,607,436
FLEET MAINTENANCE FUND	416,861	817,025	228,179	806,550

Motion supported by Councilmember Fox.

Roll Call Vote.

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

NAYS: None.

General Engineering Services Contracts*

Motion by Councilmember Teich to authorize 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 as follows:

RESOLUTION NO. 69-2017

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.

Motion supported by Councilmember Greenway.

Roll Call Vote.

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

NAYS: None.

Deficit Elimination Plan – Brownfield Redevelopment District No. 17

Motion by Councilmember Greenway to approve the deficit elimination plan for Brownfield Redevelopment District No. 17 – Cargill-Sonoco Road Project as detailed below:

RESOLUTION NO. 70-2017

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	\$(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	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.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

N. Bradley Hissong, Building Official. April 2017 Building Department Report.

N. Bradley Hissong Building Official. April 2017 Code Violations Report.

Kevin D. Lenkart, Public Safety Director. April 2017 Police Report.

Kevin D. Lenkart, Public Safety Director. April 2017 Fire Report.

Downtown Development Authority/Main Street. Minutes of April 5, 2017.

Historical Commission. Minutes of April 10, 2017.

Planning Commission. Minutes of April 24, 2017.

Parks & Recreation Commission. Minutes of April 25, 2017.

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

Motion by Councilmember Bailey for adjournment at 9:48 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

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



MEMORANDUM

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

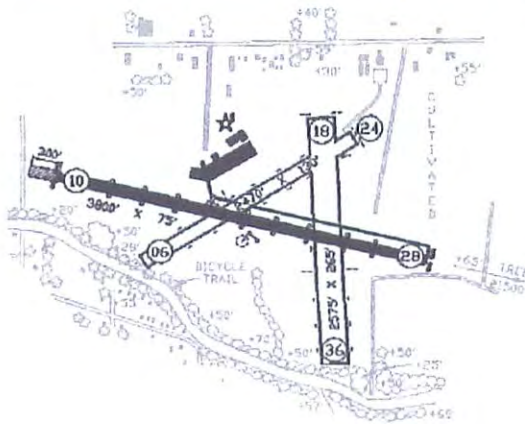
DATE: June 1, 2017
TO: City Council
FROM: Donald Crawford, city manager
SUBJECT: Shiawassee Airport

The representatives from the Shiawassee Airport board that were coming to the budget workshop meeting intend to come Monday evening to make a presentation on proposed improvements and the need for local grant match funding.

The airport is a joint operation between Shiawassee County, Owosso, Corunna, Caledonia Township and Owosso Township. I am attaching for your information the 1997 agreement.

Shiawasse Airport Board

Owosso Community Airport



Multi-Unit Airport Operations and Management Agreement

2008 - 2017

Multi-Unit Airport Operations and Management Agreement

THIS AGREEMENT made this 4th day of March, A.D., 1997, by and between the County of Shiawassee, the Charter Township of Caledonia, the Charter Township of Owosso, the City of Owosso and the City of Corunna for the establishment, operation and management of the Owosso Community Airport, **WITNESSETH:**

WHEREAS; there is now operated in Shiawassee County, Michigan an airport known as Owosso Community Airport, and

WHEREAS; the Owosso Community Airport serves the County of Shiawassee as well as the mid-county region, and the cost of development and operation would be more equitably distributed as provided in this agreement, and

WHEREAS; Michigan law provides that two (2) or more municipalities may join in the operation and control of an airport as provided in MSA 10.234; MCL 259.134, within Public Acts of 1945, Act 327, as amended, and

WHEREAS; a joint operation by Shiawassee County, Caledonia Charter Township, Owosso Charter Township, the City of Owosso and the City of Corunna of the Owosso Community Airport will make it possible to participate in state and federal financial aid programs, and

WHEREAS; said Owosso Community Airport is of extreme importance to the economic development and continued prosperity of the mid-county region as well as Shiawassee County in it's entirety.

NOW THEREFOR IT IS AGREED AS FOLLOWS:

1. **NAME:** The name of this Multi-Unit shall be and is the Shiawassee Airport Board. The principal office of the Board shall be located at 205 Airport Drive, Owosso, Michigan 48867.
2. **MEMBER GOVERNMENTAL UNITS:** The member and creating municipal corporations of the Shiawassee Airport Board are: Shiawassee County, Caledonia Charter Township, Owosso Charter Township, the City of Owosso and the City of Corunna all located in the County of Shiawassee and the State of Michigan which hereby designated as the constituent municipalities.
3. **PURPOSE:** The purpose of the Shiawassee Airport Board shall be and is to acquire, own, maintain, improve, make operationally self-supporting and operate a municipal airport in accordance with the authorization as conferred upon municipal corporations under the Public Acts of 1945, Act 327 as amended and to provide for an equitable sharing of improvement and operating costs among local government units; and to establish a consistent means of planning for and managing airport facilities; and to recognize and foster the importance of aeronautics facilities to the economic development and continued prosperity of the area.

4. **POWERS:** The Shiawassee Airport Board's limits shall include any of the territory embraced within the corporate boundaries of its constituent municipalities as now constituted or as hereafter expanded. The Shiawassee Airport Board shall possess all of the powers now or hereafter granted by Act 327, 1945, as amended, or any other applicable statute of the State of Michigan and by this Agreement and those incident thereto except the power to levy millage.

In addition, the Shiawassee Airport Board shall possess powers necessary to carry out its purposes and those incident thereto. The enumeration of any power herein shall not be construed as a limitation upon its general powers unless the context shall clearly indicate otherwise.

For the passage of any resolution that would authorize condemnation proceedings, the sale or the purchase of land, there shall be 100% favorable vote of the Board members or named alternate and all municipalities must be represented.

5. **TERM:** The Shiawassee Airport Board shall continue in existence perpetually or until dissolved by act of constituent municipalities or by law, provided, however that the Shiawassee Airport Board shall not be dissolved if such dissolution could or would operate as an impairment in any respect of any of its contractual obligations.
6. **FISCAL YEAR:** The fiscal year of the Shiawassee Airport Board shall commence on the 1st day in January in each year and shall end on the 31st day of December of the same year.
7. **GOVERNING BOARD:** The Shiawassee Airport Board shall be directed and governed by a Board of Trustees, hereafter sometimes referred to as the "Board", which shall be made up of one (1) representative from the County of Shiawassee, one (1) representative from the Charter Township of Caledonia, one (1) representative from the Charter Township of Owosso, one (1) representative from the City of Owosso and one (1) representative from the City of Corunna. Named alternates shall be appointed by each municipality and have the same voting power as the regular Board Member.

Member: Each Member of the Board shall qualify by taking the Constitutional Oath of Office and filing it with his or her respective municipal clerk.

Term: Each Trustee shall serve for a full term of two (2) years beginning with the 1st day of January next following the respective appointment. Members may be reappointed and succeed themselves within the discretion of the municipal unit of group they represent. Members may be recalled and/or replaced at the discretion of the governmental unit or group that the member represents

Officers: The Board shall have an organization meeting each year to be conducted at the first meeting in February. At such meeting, the Board shall elect a Chairman, Vice-chairman and Treasurer as well as a Secretary or a combined Secretary/Treasurer. The Secretary need not be a member of the Board. Such officers shall serve until the organizational meeting of the following year or until respective successors shall be selected and qualified.

The Governing Board may elect a member, from a candidate pool of three (3), selected by an active pilots association, to sit on the Board as a non-voting member. It is expected, this exofficio member will have the same courtesies extended as any other member except the member is non-voting and is not an influence on quorum issues.

8. **COMPENSATION:** The members of the Board may be compensated by their respective constituent municipalities. Each Board Member shall be entitled to reimbursement for all expenditures made by him/her in carrying out his/her official duties directly from the municipality which such person represents.
9. **VACANCY:** In the event of a vacancy on the Board, the legislative body of the municipality selecting such representative shall fill the vacancy for the unexpired term as expeditiously as possible and in no event exceed ninety (90) days from the date such vacancy occurs. In the event of a vacancy in an office of the Board, such vacancy shall be filled by the Board for the unexpired term if no action has been taken within ninety (90) days. In the case of the temporary absence or disability of any officer, the Board may appoint some person temporarily to act in his/her stead except that in the event of the temporary absence or disability of the Chairman, the Vice-Chairman shall so act.
10. **MEETINGS:** Meetings of the Board shall be held as required and at least monthly at such time and place as shall be prescribed by resolution of the Board. Each Board Member shall have one vote. At least four (4) voting members of the Board shall be required for a quorum. The Board shall act by motion or resolution. A vote of the majority of the Board Members present at any meeting at which a quorum is present shall be sufficient for passage. The Board shall have the right to adopt rules governing its procedure which are not in conflict with the terms of any statute of the State of Michigan or of this Agreement. The Board shall keep minutes of its proceedings. All votes shall be "yes" or "no", provided that where the vote is unanimous, it shall only be necessary to so state. All votes shall be roll call votes.
11. **BOARD AND OFFICERS DUTIES:** The Chairman of the Board shall be the presiding officer thereof. Except as herein otherwise provided, he/she shall not have any executive or administrative functions other than as a member of said Board. In the absence or disability of the Chairman, the Vice-Chairman shall perform the duties of the Chairman. The Secretary shall be the recording officer of the Board. The Treasurer shall be custodian of the funds of the Shiawassee Airport Board and shall give to it a bond conditioned upon the faithful performance of the duties of his/her office. The cost of said bond shall be paid by the Board. All moneys shall be deposited with the County Treasurer and/or in a bank or banks to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by the Chairman and Treasurer or Secretary. The officers of the Board shall have such other powers and duties as may be conferred upon them by the Board.

The Board shall contract for airport services for manager, fixed base operators, snow removal, facilities maintenance, ground maintenance and other services as required.

The Board shall also further adopt and enforce rules and regulations for the safe, efficient operation of the airport facilities governing operators, users, lessors and the public.

The '10 Year Funding Plan attached hereto as "Exhibit 'A'", is hereby accepted by the Members and shall be updated annually with the annual budget.

By the 15th of October of each year, the Board shall prepare a budget closely approximate to the Funding Plan. The Member municipalities shall, by resolution, approve their budget contributions within thirty (30) days of such presentation, so long as it closely approximate to the Funding Plan.

The Board shall also prepare five (5) year plans for airport improvements and development to be done and updated annually.

The Board shall also interact with local, state, and federal agencies for beneficial development of airport facilities and property.

The Board shall set lease rates for tie-down, hanger, commercial operators or other use of the airport property.

The Board shall promote aviation activities and use of the airport facilities.

The Shiawassee Airport Board shall not assume any obligation which may then or at any time in the future become in whole or in part the individual liability of any constituent municipality without the prior individual consent of that municipality.

- 12. Withdrawal/Termination/Dissolution/Obligations:** Any constituent municipality may withdraw from the Shiawassee Airport Board at any time prior to the incurrence of the indebtedness by the Shiawassee Airport Board for which the individual constituent municipality has by its prior agreement thereto incurred an individual liability, but in such latter withdrawal the consent of the creditor shall be obtained of the individual obligation assumed by the withdrawing member shall be paid by the withdrawing constituent municipality on terms satisfactory to its creditor. Knowledge of said individual agreements with a creditor must be made known to the Board prior to executed agreement with the creditor. The provisions of this paragraph shall be considered controlling over all other paragraphs of this Agreement.

A constituent municipality may withdraw from the Shiawassee Airport Board at any time. The withdrawing municipality shall notify the Shiawassee Airport Board of its withdrawal in writing. The withdrawal shall be effective no sooner than six (6) months after the receipt of the written notice by the Shiawassee Airport Board.

All Airport assets, including but not limited to real property and personal property, shall remain the property of the remaining constituent municipalities. The withdrawing municipality shall execute any and all documents necessary to effectuate the terms of this provision, including quit claiming all interests in airport real property to the remaining members of the Board.

Should the withdrawal of a constituent municipality leave only one remaining municipality on the Shiawassee Airport Board, the Board shall be dissolved. This agreement shall then terminate and the Airport assets shall remain the property of the last remaining municipality.

- 13. PROPERTY:** The Shiawassee Airport Board shall possess all the powers necessary to carry out the purpose hereto and those incident hereto. It may acquire private property by purchase, construction, lease, gift, devise, or condemnation, either within or without its corporate limits, and may hold, manage, control, sell, exchange or lease such property. Action on real property is governed by paragraph 4 herein.

- 14. CONTRACTS:** The Shiawassee Airport Board on behalf of its constituent municipalities may enter into a contract or contracts providing for the acquisition, purchase, construction, improvement, enlargement, extension, operation and financing of an airport as authorized by Public Acts of 1945, Acts 327 as amended and any other terms in this agreement, and to enter into any other contracts as are required or implied that are necessary for the fulfillment of the Agreement.

- 15. COST SHARING ALLOCATIONS:** The Shiawassee Airport Board shall be partially financed by direct appropriations from its member municipalities. Each member municipality shall be responsible annually, for its percentage share of the total municipal appropriations.

The percentages are as follows:

Shiawassee County	33%
City of Owosso	33%
Owosso Charter Township	13%
Caledonia Charter Township	13%
City of Corunna	8%

Funding shares for each year shall be determined according to the "10Year Funding Plan (Exhibit 'A') and shall be amended according to Section 11 herein.

- 16. EMPLOYEES:** The Shiawassee Airport Board may employ such personnel and employees as it may consider desirable, and may retain from time to time the services of attorneys and engineers, and fix the compensation thereof.

- 17. AUDIT:** The Shiawassee Airport Board or the Shiawassee County Treasurer on behalf of the Board shall cause an annual audit to be made of the books, records and financial transactions of the Shiawassee Airport Board by a certified public accountant. A copy of the annual records of the Shiawassee Airport Board shall be open for inspection by any constituent municipality at all reasonable times.

- 18. FEDERAL OR STATE GRANTS IN AID:** The Shiawassee Airport Board shall have the power to accept contributions, capital. Grants, Gifts, donations, services or other financial assistance from the United States of America or any agency or instrumentality thereof or from the State of Michigan or any agency or instrumentality thereof.

- 19. INVESTMENT:** The Treasurer of the Shiawassee Airport Board when authorized by resolution of the Board, may invest dept retirement funds, building and site funds or general funds of the Shiawassee Airport Board. Such investment by the Treasurer shall be limited as follows:

- A: Bonds, Bills or notes of the United States of America, or obligations, the principal and interest of which are fully guaranteed by the United States of America, or obligations of the State of Michigan; or
- B: Certificates of deposit or open time deposits issued by any state or national bank organized and authorized to operate a bank in the State of Michigan.

- 20. EXEMPTION FROM TAXAION:** The property of the Shiawassee Airport Board shall be exempt from ad valorem, real, and personal property taxation and no writ of attachment or writ of execution shall be levied upon the property of the Shiawassee Airport Board.

- 21. CLARIFICATION:** This Agreement does not create an Airport Authority as set forth under Act 206 of 1957 as amended, and accordingly the Shiawassee Airport Board has no authority to levy millage.

FUNDING PLAN

Exhibit A to Multi-Unit Airport Operations and Management Agreement

The purpose of this plan is to replace the Funding Model that ends after 2007

Owosso Community Airport – 10 Year Funding Plan

Funding 2008 thru 2017

Shiawassee County	\$6,978.00	Annually
City of Owosso	\$6,978.00	Annually
City of Corunna	\$1,692.00	Annually
Caledonia Charter Township	\$2,749.00	Annually
Owosso Charter Township	\$2,749.00	Annually

These funds will be used for the purposes listed in the Multi-Unit Agreement

**Acquire, Own, Maintain, Improve, Make Operationally Self-Supporting
and Operate a Municipal Airport.**

Shiawassee Airport Board

Shiawassee County ——— Richard Musson ——— Chairman
City of Owosso ——— Mike Dvorak ——— Vice Chairman
Owosso Charter Township ——— Danny Miller ——— Treasurer
City of Corunna ——— Arnie Jessen
Caledonia Charter Township – Joe Janca




**Owosso Community Airport Multi-Unit Agreement
Reviewed and Updated for years 2008 thru 2017**

Shiawassee County

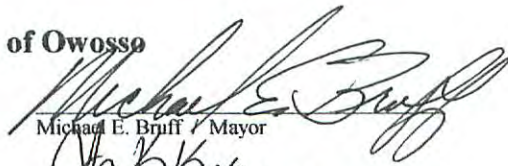
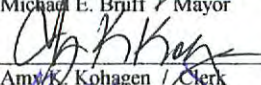
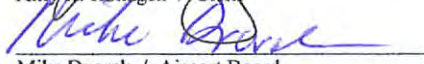

Henrietta Sparkes / Board Chairman


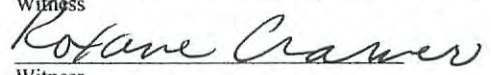

Paul L. Bräid / Clerk

Richard Musson / Airport Board

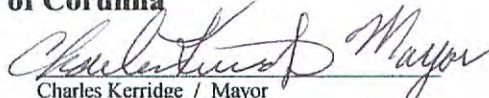
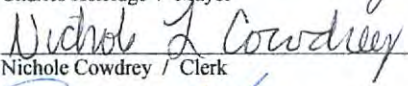


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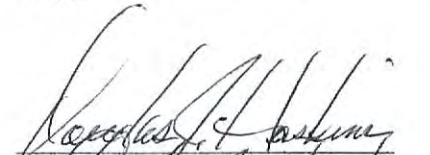
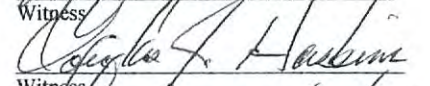
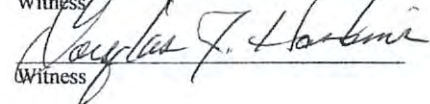
City of Owosso


Michael E. Bruff / Mayor

Amy K. Kohagen / Clerk

Mike Dvorak / Airport Board


Witness

Witness

Witness

City of Corunna


Charles Kerridge / Mayor

Nichole Cowdrey / Clerk

Arnie Jessen / Airport Board

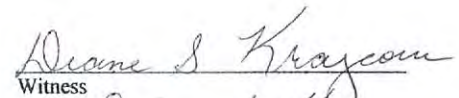
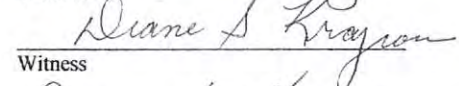
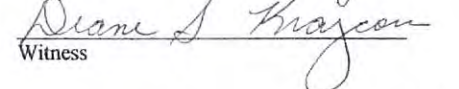

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Owosso Charter Township

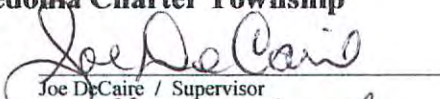
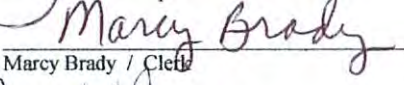


Dick Gute / Supervisor

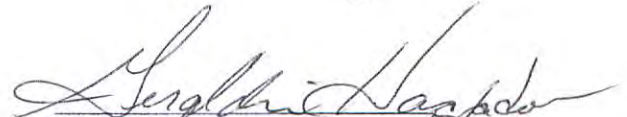
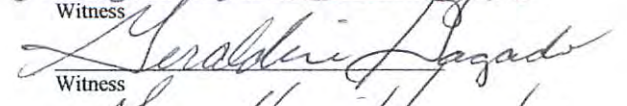
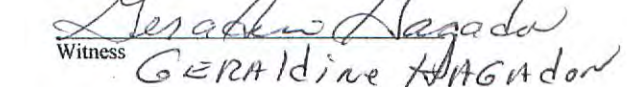
Judy Gute / Clerk

Danny Miller / Airport Board


Witness

Witness

Witness

Caledonia Charter Township


Joe DeCaire / Supervisor

Marcy Brady / Clerk

Joe Janca / Airport Board


Witness

Witness

Witness
GERALDINE HAGADOR



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

RESOLUTION NO.
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2017-09
CHIPMAN STREET, FROM OLIVER STREET TO KING STREET
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, a Public Street, from Oliver Street to King 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 \$72,348.00 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 \$28,939.20 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, a Public Street, from Oliver Street to King 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.

CHIPMAN STREET
OLIVER TO KING

SPECIAL ASSESSMENT ROLL

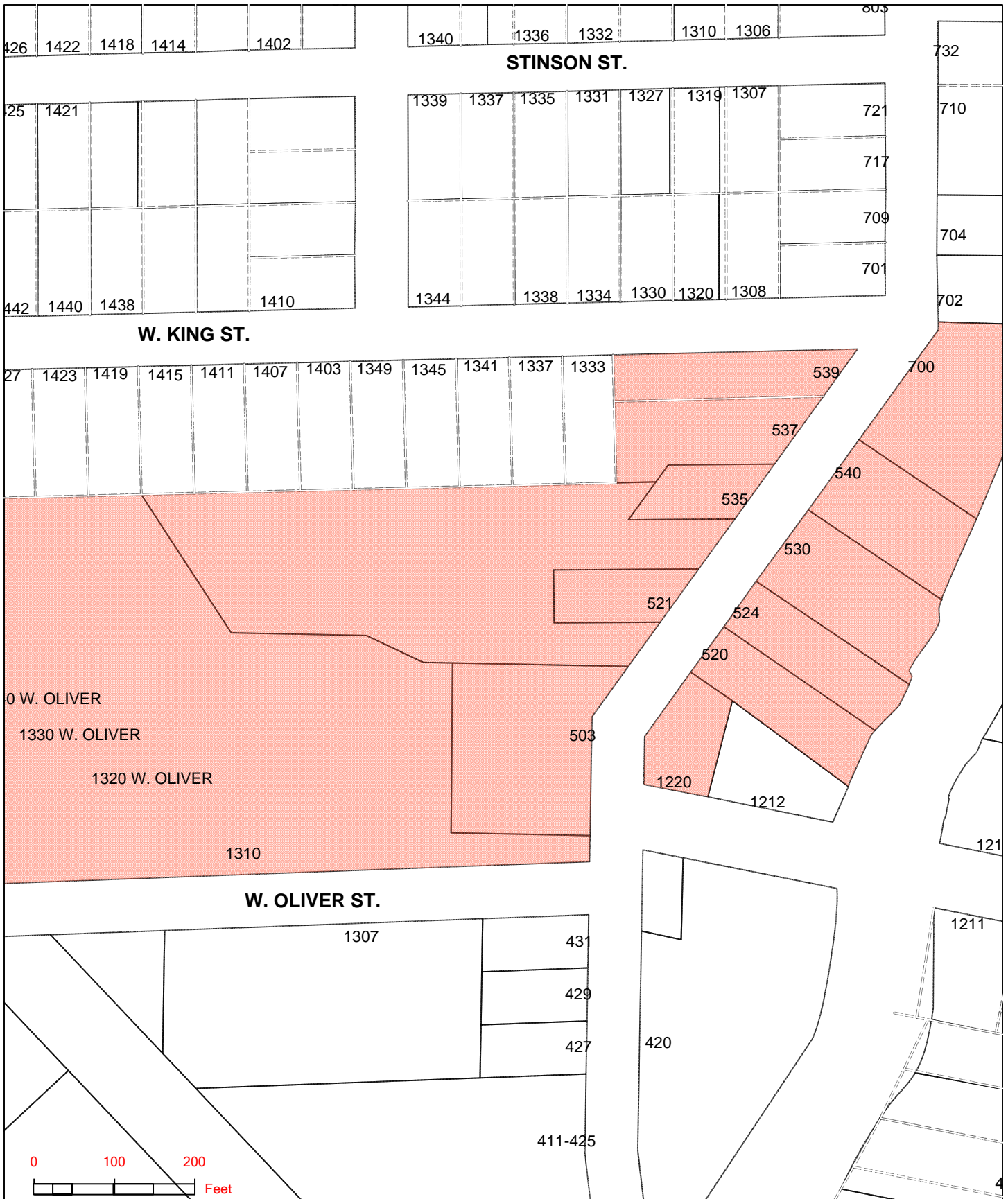
ENGINEER'S ESTIMATE		\$72,348.00
CITY SHARE	60%	\$43,408.80
LAND OWNER	40%	\$28,939.20

ASSESSABLE FRONT FOOT 1268.82

FRONT FOOT RATE \$22.81

STREET RESURFACING, INCLUDING REPAIRS TO SOME CURB & GUTTER, STORM SEWER REPAIRS, INSTALLATION
OF ADA SIDEWALK RAMPS, AND OTHER INTERSECTION IMPROVEMENTS

OWOSSO





MEMORANDUM

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

DATE: May 30, 2017

TO: Mayor Eveleth and the Owosso City Council

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

SUBJECT: Approval 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 accepting 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.
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 held a public hearing on June 5, 2017 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 hereby designates the mayor of the city of Owosso 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.

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

February 28, 2017

Ms. Susan Montenegro, Assistant City Manager
City of Owosso ("Applicant")
301 West Main St
Owosso, Michigan 48867

Re: Letter of Interest – West Main Redevelopment (CDBG/TIF)

Dear Ms. Montenegro:

Thank you for giving the Michigan Economic Development Corporation (MEDC) the opportunity to review your proposed project in the City of Owosso. We are excited to continue discussions with you on your proposed project and want to share a possible financial offer. According to your documentation, this project will redevelop a vacant property on 344 West Main Street in downtown Owosso. The project will be a mixed use redevelopment with nine (9) new apartments on the second floor and two commercial spaces on the first floor.

The Michigan Strategic Fund's community development programs administered by the MEDC are designed to advance community development through the provision of economic support to eligible projects. The MEDC recognizes the importance of this project and the significant revitalization of both vacant and historical resources for the community while bringing in private investment impacting the City of Owosso's local economy.

Based on the estimated project parameters provided by City of Owosso, \$1,552,327 in capital investment we are pleased to provide an offer totaling up to an estimated \$1,166,737 for an award under the Brownfield Tax Increment Financing (TIF), and Community Development Block Grant Program (CDBG).

It is our understanding that the City of Owosso will be the Grantee and procure for a Certified Grant Administrator. The project meets the following National Objective of Historic Blight to be eligible for funding consideration. The City of Owosso must also provide a developers agreement between the City of Owosso and D.H. & H.P. LLC.

CDBG funding is awarded to the State by the U.S. Department of Housing and Urban Development (HUD) and administered by the MEDC, through the Michigan Strategic Fund (MSF). Due to federal regulations associated with CDBG funding, this program requires an Environmental Review that can take 2-3 months. To remain eligible for this funding, project costs, including CDBG, local, private, and any other project costs, cannot be incurred until the environmental review procedures have been completed



and the Community has received written approval from the MSF. Incurring costs is defined as making commitments relevant to the project. This includes, but is not limited to, entering lease/easement/purchase agreements, ordering equipment, signing contracts, and performing any work other than activities to be determined exempt from the National Environmental Policy Act of 1969 (NEPA). For more information or details on incurring costs, please visit the [CDBG Application Guide](#).

Any incentive awarded under the CDBG Program is contingent upon several factors, including (i) submission by the Community of a completed application and all other documentation required under the Program, (ii) satisfactory community support, (iii) available funding, (iv) the project occurring at the site identified, (v) approval of an award by the MSF, (vi) execution of a final agreement between the Community and the MSF containing established milestones and reporting requirements, and (vii) execution and certification of the Applicant section of the Grant Agreement, and all other detailed terms and conditions, required by the MSF.

In Michigan, the [Brownfield Redevelopment Financing Act](#), 1996 PA 381, as amended (Act 381) authorizes and permits the use of school and local tax increment financing to help reduce the burden of Brownfield related costs when redeveloping affected properties. Brownfield tax increment financing, specific to reimbursement of non-environmental MSF eligible activities, are recommended for awards by the MEDC to the MSF based on support through School Operating mills and the State Education Tax mills.

Any tax increment revenues for MSF eligible activities awarded under the Program are contingent upon several factors, including (i) timely submission by the community of a completed Act 381 Work Plan or combined Brownfield Plan, and all other documentation required under the Program (ii) satisfactory community support (iii) business integrity review, required background checks, and other business and legal review and due diligence as required, and the results of which must be satisfactory to the MEDC, the MSF, and as applicable, the Chief Compliance Officer, (iv) the project occurring at the site identified, and (v) approval of an award by the MSF.

Finally, the MEDC requires all projects that receive funding through the MSF include the Michigan Economic Development Corporation logo on any site signage throughout construction of the project. Please submit a request to use the MEDC logo using the online system below (see link). The MEDC will need to approve a sample of the signage with the logo's placement prior to any signage being displayed. Please keep in mind the logo should be used in a secondary manner and preferred placement is in the lower right or left hand corner. Please find the brand guidelines and the logo at the link below. All approved logos for use are not to be utilized until MSF approval of the incentive, but we recommend submitting a request in tangent with staff's due diligence for the project request. Any staff events planned around breaking ground or project start should be coordinated with MEDC staff. Please let me know at least three (3) weeks in advance if you are planning an event.

<http://www.michiganbusiness.org/logo-request/>

All of the requested application materials must be received — with no outstanding items and as deemed complete by MEDC staff — by July 11, 2017 in order for MSF Board consideration in August, 2017. Projects may be considered for an earlier MSF Board date if the above request is met at an earlier date. Any material changes in the project during the review of the application materials will result in the

support recommendation being renegotiated. Projects that fail to meet the deadline will not be considered active in the Community Development project pipeline.

If you are interested in continuing discussions with the MEDC to pursue a recommendation to the MSF for a possible award for the project along with the above parameters, please sign and date this letter and return by March 6, 2017. If we do not receive your signed indication by this date the proposed incentives may be subject to renegotiation.

Thank you for the opportunity to review your project and propose the above financial support. If you have any questions, please contact me any time at (989) 590-0512 or by email at espinozaj3@michigan.org.

Sincerely,

DocuSigned by:

James Espinoza

521AF8A62A61450...

James Espinoza, Community Assistance Team Specialist
Michigan Economic Development Corporation

cc: Stacy Esbrook, Community Assistance Team Regional Director
Lisa Pung, Community Development Incentives Director
Christine Whitz, Community Development Block Grant Director
Kelly Gram, CIP Specialist
David and Heather Russell, Applicant

The undersigned agrees to accept the above incentive(s) as proposed by the MEDC subject to the conditions stated in this letter.

Susan Montenegro

Susan Montenegro, Assistant City Manager – City of Owosso

Date: 2-28-17

Please Return Written Acceptance to the MEDC:

Mail or Email to: James Espinoza, 300 North Washington Square, Lansing, Michigan 48913

Email: espinozaj3@michigan.org

PROJECT STATUS REPORT--JUNE 5, 2017

0	PROJECT TITLE	PROJECT DESCRIPTION	PROJECT STATUS --1 new project, 2 updated project, 3 no change in project
2	Election and voting equipment upgrades	Upgrade voting equipment in all Shiawassee County jurisdictions.	A decision has been made on how to proceed. Shiawassee County has applied for a \$240,000 grant from the state of Michigan. It will be necessary for the city to purchase some additional equipment.
1	Elections for August 8	Prepare for August 8, 2017 special election on senior citizen millage.	The city clerk is preparing for the election.
2	Shiawassee Sanitary Landfill	Enter into a consent order with DEQ to define and limit responsibility for the former Shiawassee Sanitary Landfill. Proceed with installation of water services to the residential area near the site.	Construction is scheduled to start July 10, with the project to be completed by mid-October.
2	I-69 International Trade Corridor Next Michigan Development Corporation	Participate in a proposal to have Owosso execute an interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation.	The next meeting will be at 9:00 a.m. on Tuesday, June 13 at Bishop Airport. Meetings are held on the second Tuesday of February, April, June, August, October and December.
2	Bond rating	Request that one or more of the rating agencies review and hopefully upgrade the city's bond rating from an A to AA, which would allow the sale of bonds at a better (lower) interest rate.	Because of the fees involved, a new rating might not be financially prudent. Discussing and collecting information needed for obtaining a bond rating with the three major rating firms--Moody's, Standard & Poor's and Fitch. In working with Moody's, the city is advised that a rating would be A1, which is below the AA3 needed to be advantageous to the city.
2	2017-18 budget	Prepare and adopt budget for the fiscal year beginning July 1, 2017.	The 2017-18 budget has been adopted, and work is underway to set up the accounting system for the new fiscal year.
2	Facade grants	The city has qualified for state facade grants in the downtown area.	Eight applications were submitted to MEDC for review and likely approval. Two projects have been dropped because the applicant failed to submit required materials.
2	Osburn Lakes Phase 1 lot sales	Marketing of lots by Century 21--Looking Glass.	A marketing program has been implemented which includes advertising, marketing brochures and signage. Lot 79 Osburn Lakes - 1130 Jackson Drive has been sold and a dwelling is being constructed.

2 Curwood Castle Park renovation		Improve Curwood Castle Park by making improvements to the historic park in which Curwood Castle and other buildings are located.	Application was made for a Michigan Department of Natural Resources Passport Grant for \$45,000 to make improvements to the park, including parking, sidewalks, lighting and landscaping. The grant has been awarded. Detailed plans are now being prepared for seeking bids. Construction is anticipated to begin in mid-August after scheduled summer events are over,
2 Zoning ordinance revisions		The planning commission is revising various portions of the zoning ordinance.	The planning commission has completed rewriting the provisions pertaining to signs and has submitted a recommended ordinance to the city council.
3 Disc golf course		Install a disc golf course near Hopkins Lake.	A layout at Hopkins Lake property has been developed with little conflict with hiking paths. The baskets were scheduled for installation during April or May.
3	Agenda preparation software evaluation	Looking at alternative agenda preparation and tracking software prior to seeking proposals.	A request for proposals is being developed.
3	WiFi equipment on city rights-of-way and poles	The city has received two proposals which are being evaluated.	Two proposals are being evaluated, with agreements being prepared to permit use of city rights-of-way and poles which are currently not covered. A presentation was made to the city council March 6. City staff is working on a standard license agreement.
3	Huron & Eastern Railroad	Contact the Huron & Eastern Railroad concerning abandoned right of-way running south from the mainline near Chestnut Street.	Contact has been made with the railroad, which is considering the city's request. Approval seems likely once all approvals are received from parent company.
3	Skate park	The parks and recreation commission, working with interested youth and some adults, is proposing to relocate the skate park to Grove Holman Park with a new layout.	Parks and recreation commission members have prepared a plan for the state of Michigan recreation grant. The city council approved the grant application March 20, and it was submitted to DNR March 30. A fundraising effort is being planned by the sponsors.
3	Marijuana inquiries	Battle is on for control of Michigan's marijuana market	On September 21, Gov. Rick Snyder signed into law three bills that together establish a framework of protections and regulations for medical marijuana businesses, along with increased protections for those who consume non-shockable forms of medical marijuana. The city council and the planning commission are considering holding a joint meeting.
3	Parks and recreation master plan	Prepare a revised master plan for submission to the Michigan Department of Natural Resources.	The city will be revising the current plan during the next few months, with submission to DNR before December 31, 2017.

3	Michigan Redevelopment Ready Community program		The Michigan Economic Development Corporation has established a program that measures and then certifies communities that integrate transparency, predictability and efficiency into their daily development practices. State financial assistance will be withheld from communities that fail to become certified. Using the information from best practices training, a community must complete a self-evaluation. This is a tool used to assess how a community's current planning, zoning and development documents, policies and procedures measure up to RRC Best Practices. This must be done prior to receiving a formal evaluation by an RRC planner. Communities are not required or expected to have all of the best practices criteria met at the time of initial engagement.	The city has started the self-evaluation process, which will take several weeks or months.
2	Cargill property development		The city sold approximately 20 acres of reclaimed brownfield property to Cargill for the construction of a dairy food processing facility.	Construction is underway. The site has been prepared, footings poured and structural erection is underway.
2	Roadway and water mains to serve SONOCO, Cargill and nearby areas		Design and construct a roadway to serve the properties and construct a water main from Oliver to Bennett Field Drive and from Chipman to King.	The contractor has completed construction of the water mains. Construction of the roadway and the Sonoco parking area is proceeding, with completion scheduled for June 30.
2	Qdoba site cleanup		The site at the southwest corner of Main and Gould Streets was contaminated with waste from a dry cleaner and a former gasoline station.	The cleanup and construction has been completed, and the Qdoba restaurant has opened. Prep work continues on the other business sites. Construction of the required retention basin on Jerome Street is proceeding through the DEQ permitting process.
3	Castle electrical upgrades		Upgrade the electrical system to meet current day needs.	The city council on March 6 approved a contract for the work.
2	Art work restoration		The city has 14 paintings in need of restoration to preserve their value.	The city entered into a contract with Lis Art Conservation & Restoration Services, L.L.C. to restore the paintings for an estimated \$34,500. The first five paintings have been restored and returned. Three more paintings were delivered for restoration during May.
2	Public safety building architectural and engineering evaluation		The scope of the study's work is to evaluate the physical condition of the public safety building, including operational and security, efficiency and energy usage of the existing building, and provide building improvement recommendations and associated construction cost estimates for the recommended improvements.	The firm of Partners in Architecture, PLC was selected from the 14 firms submitting proposals. A contract is being recommended to the city council June 5.

2 Street cut repairs		Annually bids are received to make permanent repairs to streets, including curbs, which have been excavated because of repair of water mains and sewer lines by the city and providers of other underground utilities.	Bids have been received for 130 square feet of 2-inch street patch, 3,300 square feet of 4-inch patch, 1,400 square feet of 6-inch patch, 185 square feet of 8-inch patch and 55 square feet of 10-inch or more patch, The low bidder is Sumbera Excavating. Repairs have been completed on the local and major streets. The work on the trunk lines will be next. Additional patch work will be scheduled later in the summer.
1 South Chestnut street project		Rebuild South Chestnut from Stewart Street to South Street.	Based upon the unlikelyhood for funding through the MDOT Small Urban Projects Program a major renovation can be accomplished by stabilizing and rebuilding using existing materials.
1 East Oliver Street Phase 2 (Oak to Gould)		Rebuild Oliver Street from Washington Street to Gould Street.	s Phase 2 will be in FY2017-18 and will be between Oak and Gould. Planning work is well underway. On June 5 the city council will consider an early construct agreement with MDOT.
2 East Oliver Street Phase 1 (Washington Street to Oak Street)		Reconstruct the street and replace utilities.	Construction is underway, with the installation of the water mains complete. Stormsewer work is underway, which will be followed by roadway construction. Completion is anticipated by August 15.
2 Chipman Street (South Street to Stewart Street)		Rehabilitate and resurface the street following installation of a new water main.	Watermain work has been completed. Plans are ready for bidding, with bids to be received in late June or early July.
2 Stewart Street (Chestnut Street to Chipman)		Rehabilitate and resurface the street following installation of a new water main.	Watermain work has been completed. Plans are ready for bidding, with bids to be received in late June or early July.
2 Chipman Street (Oliver Street to King Street)		Rehabilitate and resurface the street.	Watermain work has been completed. Plans are ready for bidding, with bids to be received in late June or early July.
2 Chipman Street (Willow Spring Street to Harding Street)		Rehabilitate and resurface the street.	Watermain work has been completed. Plans are ready for bidding, with bids to be received in late June or early July.
3	Center Street (King Street to North Street)	Rehabilitate and resurface the street following installation of a new water main.	Because of complications with underground utilities, this project has been postponed until 2018. In the meantime, water main replacement will be scheduled.

3	South Washington Street modification	Because of the roadway alignment and traffic movements, there is a high accident count on South Washington Street between Corunna Avenue and Gute Street.	Two grant applications have been submitted to MDOT. The first application was under the Transportation Economic Development Fund and the second under the Transportation Federal Local Safety Program. MDOT recently responded that "It was a good application, but the competition was very high this year. Out of 31 applications received, only eight grants were awarded. If you plan to re-submit, we will be opening the FY 2018 call for Category F projects on March 1, with a deadline of Monday, May 2, 2017." The city has resubmitted its application.
2	Flow meters	Install five flow meters to continuously monitor inflows into the sanitary sewer system.	Three meters are scheduled for installation the week of June 12 in addition to the meters which are in place. The meters will continually be monitored by OHM for a year as part of the SAW grant program. After the year, the meters will monitor inflows from outlying areas, which will trigger alerts when inflows increase.
3	Stormwater, Asset Management, and Wastewater (SAW) Program	The city was awarded \$1,373,938 in the form of two SAW grants, one for the treatment plant and one for the collection system. C2AE is responsible for the wastewater treatment plant and OHM is responsible for the collection system.	OHM has developed a database on the existing collection system including condition and flows. System televising and initial cleaning are complete. Separate specifications are being prepared for televising and cleaning the major trunkline between M-52 along the river to the wastewater treatment plant. A preliminary report will soon be available C2AE continues to evaluate the treatment plant and prepare specifications for making improvements. The final condition assessments should be completed by October.
3	Wastewater collection and treatment system consent order	The city has been under a Michigan Department of Environmental Quality (DEQ) consent order because of discharges into the Shiawassee River.	The 2017 March status report was prepared and submitted to DEQ for review.
3	Wastewater treatment plant operating permit	The city annually must obtain from the Michigan Department of Environmental Quality (DEQ) a wastewater treatment plant operating permit.	The application for renewal has been filed with DEQ and is being reviewed. The issuance of a permit was anticipated in July or August. To date there has been no response.
2	Wastewater treatment plant upgrades	Remove obsolete equipment, construct two containment buildings and install wash compactors for handling solids removed from the waste stream.	Demolition of the lime towers has been completed, and construction of the containment rooms is underway. Once the block structure is completed, staff will paint the block containment rooms and the contractor will complete the electrical hook-ups for the wash compactors. Staff will install the wash compactor and conveyor system. The project is expected to be completed during June.
2	Screens for wastewater plant	Replace screens at the wastewater treatment plant which remove solids from the waste stream.	The screens have been installed and are operable.

2 Automatic meter reading system and meter replacement		The city proposes to replace most of the obsolete and broken water meters with new meters that can be automatically read through a radio-controlled reading system without entering homes.	The kickoff meeting took place May 4. New meters have been ordered and are arriving in anticipation of installation. It is anticipated that customer conversions will be scheduled for July-December.
3	Middletown water project	Caledonia Charter Township is in the process of preparing an application for a United States Department of Agriculture grant to install new and upgraded watermain in the Middletown area.	At some point, the city of Owosso will be required to modify the agreement to provide water service to Caledonia Charter Township so that the township will comply with the grant requirements.
2 Water treatment plant clarifier cleaning and maintenance		Remove caked lime from the two clarifiers, make necessary repairs and repaint.	The lime was removed from the first clarifier and maintenance work performed. The unit is back in operation. The second clarifier will be cleaned and repaired later this year.
3	Heintz well replacement	The Heintz well is beyond rehabilitation and must be replaced.	The roadway to provide access has been completed. Specifications for the wellfield are being prepared for submission to the DEQ.
2 Sidewalk repair and replacement		Replace damaged sidewalks and curbs throughout the city.	Bids will be opened June 6 for sidewalk replacement in the northeast part of the city. The work will include 12,000 square feet of four-inch sidewalk and 800 feet of six-inch sidewalk.
3	Brush collection	Collect brush from properties throughout the city.	Brush collection began March 29, with over 225 collections made. On April 26 and 27 185 pickups took place.
3	Wayfinding signs	Install signs at key locations throughout the community to give directions to points of interest.	The first six signs have been installed.
3	Bicycle racks	Install ornamental bicycle racks throughout the downtown.	Five additional bicycle racks have been installed.
3	Street benches	Install additional benches in the downtown area	Additional benches have been installed.
1 Main Street Plaza		Repairs are required to flower beds where the block has moved because of freezing and thawing. Some soil and plantings will be replaced.	Bids will be opened June 5 for repair and restoration of the flower beds.
1 Tree removal		Remove dead and diseased trees and trim damaged trees on city rights-of-way and city property.	The city is pruning trees and shrubs that cover traffic signs. Most trees have been removed except for large problem trees which the city is not equipped to handle. Further, two of the trees have bees in them which much be removed.

1 Utility shutoffs	Quarterly the city shuts off water services for nonpayment of utility bills.	Water shutoffs are scheduled for Monday, June 5.
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MEMORANDUM

DATE: May 18, 2017

TO: Mayor Christopher Eveleth, City Council, and Manager Don Crawford

FROM: Larry Cook, Assessor

RE: Tax Abatement Application – Ruess Winchester, Inc. 705 McMillan St.

On May 16, 2017, the city clerk received an application for a Tax Abatement along with an application for Real and Personal Property IFT, from R.W.I. Manufacturing. Initial Review indicates the applicant meets the requirements for tax abatement.

RWI was approved for an Industrial Facilities Tax Exemption in 2011 and 2013 for their current facility, but have again outgrown that current building space. They are proposing a 20,000 square foot addition at a cost of \$1,508,592. They are also proposing Personal Property valued at \$242,742. This expansion will retain 19 current employees and proposing an additional 5 full time employees with a pay scale exceeding \$15.00 per hour.

An Industrial Facilities Tax Exemption Certificate, Act 198 of 1974, is a tax abatement which reduces the tax burden by 50%. The applicant is applying for the IFT exemption on real and personal property. The IFT exemption may be granted for up to 12 years.

An Industrial Development District for that area was established 3-19-79. The next step in the process is to set a public hearing for June 19, 2017 for the purpose of hearing public comments on this Real and Personal Property IFT application. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and as required under the act and will forward any responses to you

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

**RESOLUTION NO.
SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR
AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE
RUESS WINCHESTER, INCORPORATED
705 McMILLAN AVENUE**

WHEREAS, a tax abatement application was received May 16, 2017 from Ruess Winchester, Incorporated per the City of Owosso Tax Abatement Policy of June 7, 2010; and

WHEREAS, application was also received May 16, 2017 from Ruess Winchester, Incorporated for a Real Property and Personal Property Industrial Facilities Tax Exemption Certificate; and

WHEREAS, an Industrial Development District was established March 19, 1979 for property described as:

BLOCKS 8 & 9 ALSO BEG SW COR LOT 1, BLK 11 TH N 03*39', E 366.24', TH S 62*27', E 556.27' TH S 01*05', W 118.70' TH W TO POB INCLUDING VACATED ABREY AVE. & ALLEYS ADJACENT AND WITHIN SAID BLOCKS. GEO. T. ABREY'S WOODLAWN PARK ADDN.; and

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

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

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

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

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

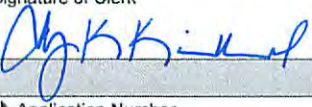
FIRST: the Owosso City Council sets a public hearing for June 19, 2017 on or about 7:30 p.m. in the council chambers for the purpose hearing comments for those within the proposed district, governmental taxing jurisdictions and any other resident or taxpayer, of the city of Owosso; and

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

Application for Industrial Facilities Tax Exemption Certificate

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

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date received by Local Unit 05/16/17
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Ruess Winchester Inc	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 13490	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 705 McMillan St Owosso City	1d. City/Township/Village (indicate which) Owosso	1e. County Shiawassee
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9))	3a. School District where facility is located Owosso	3b. School Code
4. Amount of years requested for exemption (1-12 Years) 12		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

20,000 SQ Ft addition to better accommodate our growing contract manufacturing business

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	6c. Total Project Costs * Round Costs to Nearest Dollar
		1,508,592.00 Real Property Costs 229,300.00 Personal Property Costs 1,735,892.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	6/1/17	11/1/17	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	6/1/17	11/1/17	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 19

10. No. of new jobs at this facility expected to create within 2 years of completion. 5

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District	12b. Date district was established by local government unit (contact local unit) March 19, 1979	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) Ruess Winchester Inc
Business Name (If Different) RWT Manufacturing
Address of Proposed Project 705 McMillan St.
Owosso MI 48867
Mailing Address (If Different) PO Box 847
Owosso MI 48867

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

Type of Abatement Requested (if known) _____

Total square footage of all current buildings on site 20,000 SQ Ft.

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

20,000 SQ Ft addition to better
accommodate our growing Contract
manufacturing business

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

Land improvements (excluding land): _____
Building improvements: Size 20,000 sf \$ 1,508,592.00
Machinery & Equipment: 227,300.00
Furniture & Fixtures: _____

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

Building: Start Date 6/1/17 Equipment installation (if applicable): Start Date 6/1/17
Completion Date 11/1/17 Completion Date 11/1/17

Abatement Application

Page 2

Will project be owned or leased by applicant? Owned

Will machinery be owned or leased by applicant? Owned

How many employees do you currently employ? Full Time 19 Part Time 0

How many new employees do you estimate after project complete? Full Time 5
Part Time _____

When project is complete, how many will be:

Management/Professional	<u>2</u>	Wage level \$	<u>60,000.00</u>
Skilled	<u>15</u>	Wage level \$	<u>20.00/hr</u>
Semi-Skilled	<u>4</u>	Wage level \$	<u>15.00/hr</u>
Un-Skilled	_____	Wage level \$	_____

Name of Company Officer (contact person) Bret Ruess
Title President

Signature [Signature] Date 5/10/17
Phone Number 989-725-5809

For City Staff Use Only

Was the applicant given a copy of Tax Abatement Policy? Y N

Is an abatement district in place for this project? Y N

If no, legal description of proposed district. _____

If yes, type of district in place _____ Year established _____

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N

If no, explain _____

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer _____

Signature _____ Date _____

24	296'	125'	24'
25			
26			33'
27	125'		700
28			
29	007-003		
30			33'
31	125'		
32			458'
33			
34		125'	
35			
36			
37		125'	
38			
39			
40	007-002		
41	125'		780
42			

McMILLAN AVE.

4'		23
	125'	
33'		22
		21
206.65'	705'	20
	125'	
33'		19
		18
33'		17
	125'	16
		15
		14
33'	125'	13
		12
		11
33'		10
528.55'	125'	9
		8
33'		7
	125'	6
		5

16	24	443.36'	125'	4'	
	25			33'	
	26		125'	010-0	
	27			33'	
	28		125'		
	29				
	30	441.94'	125'		
	7	CLOSED 11-20			
		31			33'
		32			010-00
33			125'		
34				33'	
8		35			
36			125'		
37				33'	
38					
39			125'	33'	
17	40				
	41			33'	
	42		125'		

ABREY AVE.
CLOSED 6-21-55
60'
557.5'
010-0

08-002

CLOSED 11-20-67

8-001

33'	158.7'	22	24'
	158.6'	21	
	158.4'	20	
33'	158.2'	19	
	158'	18	
	157.8'	17	
	157.6'	16	
33'	157.4'	15	
	157.2'	14	
	157'	13	
33'	156.8'	12	9
	156.5'	11	
33'	156.4'	10	
	156.2'	9	
	156'	8	
33'	155.8'	7	
	155.4'	6	
	155.4'	5	



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

MEMORANDUM

DATE: May 19, 2017

TO: Mayor Christopher Eveleth, City Council, and Manager Don Crawford

FROM: Larry Cook, Assessor

RE: Tax Abatement Application – TRI-MER Corporation, 1400 Monroe / McMillan St.

On May 16, 2017, the city clerk received an application for a Tax Abatement along with an application for a Real and Personal Property IFT from TRI-MER Corporation. Initial Review indicates the applicant meets the requirements for tax abatement.

TRI-MER Corporation, specializing in environmental protection equipment internationally, has been a part of the City of Owosso for over 50 years. The continued growth of this company makes it necessary for them to build a 9600 square foot addition to a facility built in 2014 on McMillan Street. The IFT application indicates the cost of this facility to be \$952,000 with an additional investment of \$184,500 in personal property. This expansion will retain the 79 current employees with an additional 20 full time employees proposed at a pay rate exceeding \$15.00 per hour.

An Industrial Facilities Tax Exemption Certificate, Act 198 of 1974, is a tax abatement which reduces the tax burden by 50%. The IFT exemption may be granted for up to 12 years.

An Industrial Development District for that area was established 3-19-79. The next step is to set a public hearing for Monday, June 19, 2017 for the purpose of hearing public comments on this Real and Personal Property IFT application. The city clerk has notified the taxing jurisdictions of this application as required under the city's abatement policy and as required under the act and will forward any responses to you

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

**RESOLUTION NO.
SETTING PUBLIC HEARING TO CONSIDER APPLICATION FOR
AN INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE
TRI-MER CORPORATION
1400 MONROE / McMILLAN AVENUE**

WHEREAS, a tax abatement application was received May 16, 2017 from TRI-MER Corporation per the City of Owosso Tax Abatement Policy of June 7, 2010; and

WHEREAS, an application was also received May 16, 2017 from TRI-MER Corporation for a Real and Personal Property Industrial Facilities Tax Exemption Certificate; and

WHEREAS, an Industrial Development District was established March 19, 1979 for property described as:

BLOCKS 8 & 9 ALSO BEG SW COR LOT 1, BLK 11 TH N 03*39', E 366.24', TH S 62*27', E 556.27' TH S 01*05', W 118.70' TH W TO POB INCLUDING VACATED ABREY AVE. & ALLEYS ADJACENT AND WITHIN SAID BLOCKS. GEO. T. ABREY'S WOODLAWN PARK ADDN.; and

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

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

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

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

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

FIRST: the Owosso City Council sets a public hearing for June 19, 2017 on or about 7:30 p.m. in the council chambers for the purpose hearing comments for those within the proposed district, governmental taxing jurisdictions and any other resident or taxpayer, of the city of Owosso; and

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

Application for Industrial Facilities Tax Exemption Certificate

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

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

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

APPLICANT INFORMATION

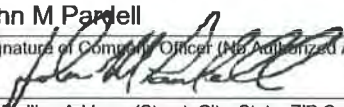
All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Tri-Mer Corporation		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3999													
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 745 Mc Millian St., Owosso MI 48867		1d. City/Township/Village (Indicate which) City	1e. County Shiawassee												
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Owosso	3b. School Code												
4. Amount of years requested for exemption (1-12 Years) 12															
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. 80'x 120' x 49' Tall Pre-Engineered Building addition to better accomdate our grown manufacturing business.															
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ \$952,000.00 Real Property Costs													
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ \$184,500.00 Personal Property Costs													
6c. Total Project Costs * Round Costs to Nearest Dollar		▶ \$1,136,500.00 Total of Real & Personal Costs													
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC. <table border="0"><thead><tr><th></th><th>Begin Date (M/D/Y)</th><th>End Date (M/D/Y)</th><th></th></tr></thead><tbody><tr><td>Real Property Improvements</td><td>▶ <u>5/8/17</u></td><td><u>1/3/18</u></td><td>▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased</td></tr><tr><td>Personal Property Improvements</td><td>▶ <u>2/1/18</u></td><td><u>3/1/18</u></td><td>▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased</td></tr></tbody></table>					Begin Date (M/D/Y)	End Date (M/D/Y)		Real Property Improvements	▶ <u>5/8/17</u>	<u>1/3/18</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	Personal Property Improvements	▶ <u>2/1/18</u>	<u>3/1/18</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
	Begin Date (M/D/Y)	End Date (M/D/Y)													
Real Property Improvements	▶ <u>5/8/17</u>	<u>1/3/18</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased												
Personal Property Improvements	▶ <u>2/1/18</u>	<u>3/1/18</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased												
8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No															
9. No. of existing jobs at this facility that will be retained as a result of this project. 80		10. No. of new jobs at this facility expected to create within 2 years of completion. 20													
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV															
12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District															
12b. Date district was established by local government unit (contact local unit)		12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													

APPLICANT CERTIFICATION - complete all boxes.

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

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

13a. Preparer Name Charlene Hebekeuser	13b. Telephone Number 989-723-7838	13c. Fax Number 989-723-7844	13d. E-mail Address char@tri-mer.com
14a. Name of Contact Person Charlene Hebekeuser	14b. Telephone Number 989-723-7838	14c. Fax Number 989-723-7844	14d. E-mail Address char@tri-mer.com
▶ 15a. Name of Company Officer (No Authorized Agents) John M Pardell			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 989-723-7844	15d. Date 5/12/17
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1400 E Monroe St., PO Box 730 Owosso MI 48867		15f. Telephone Number 989-723-7838	15g. E-mail Address pardell@tri-mer.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

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

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

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

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

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

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

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

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

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



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

APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) Tri-Mer Corporation

Business Name (If Different) _____

Address of Proposed Project 745 Mc Millan St.

Mailing Address (If Different) PO Box 730

1400 E. Monroe St.

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

Type of Abatement Requested (if known) _____

Total square footage of all current buildings on site 10,000 sf current with 10,000 sf addition

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

80' x 120' x 49' Tall Pre-Engineered Building addition to better accommodate our growing manufacturing business.

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

Land improvements (excluding land): _____

Building improvements: Size 10,000sf \$ \$952,000.00

Machinery & Equipment: \$184,500.00

Furniture & Fixtures: _____

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

Building:

Start Date 5/8/17

Completion Date 1/3/18

Equipment installation (if applicable):

Start Date 2/1/18

Completion Date 3/1/18

Abatement Application

Page 2

Will project be owned or leased by applicant? Owned

Will machinery be owned or leased by applicant? Owned

How many employees do you currently employ? Full Time 79 Part Time 1

How many new employees do you estimate after project complete? Full Time 20
Part Time _____

When project is complete, how many will be:

Management/Professional 3 Wage level \$72,000.00

Skilled 9 Wage level \$44,000

Semi-Skilled 2 Wage level \$35,000

Un-Skilled 6 Wage level \$31,200

Name of Company Officer (contact person) Charlene Hebekeuser

Title CFO

Signature Charlene Hebekeuser, CFO Date 5/12/17

Phone Number 989-723-7838

For City Staff Use Only

Was the applicant given a copy of Tax Abatement Policy? Y N

Is an abatement district in place for this project? Y N

If no, legal description of proposed district. _____

If yes, type of district in place _____ Year established _____

Does the proposed project meet the guidelines for Tax Abatement under the policy? Y N

If no, explain _____

If yes, was notice given to taxing jurisdictions within the proposed project area? Y N

If yes, was notice given to applicant and proper state documents sent? Y N

Name of reviewer _____

Signature _____ Date _____

32		
33		
34	125'	33'

N

33'	3	
	2	
125'	1	

	21	
	22	33'
	23	125'

AB

33'	159.7'	2	118.7'
	159.5'	1	

CLOSED 6-21-65

24	296'	24'
25		
26		33'
27	125'	700
28		
29	007-003	
30		33'
31	125'	
32		458'
33		
34	125'	
7	35	
36		
37	125'	
38		
39		
40	007-002	
41	125'	780
42		
43		298'
44	125'	
45		
46	125'	296'

50'

60'

MCMILLAN AV.

60'

CLOSED 12-5-66				485'				50'			
4'		23	125'	4'		24	443.36'	125'	4'		23
33'		22		33'		22			33'		22
		21				21	158.6'				21
206.85'	705	20	125'			20	158.4'	206.87'			20
33'		19		33'		19	158.2'		33'		19
		18				18	158'				18
33'		17		33'		17	157.8'				17
		16	125'			16	157.06'				16
		15				15	157.4'				15
		14				14	157.2'				14
33'		13	125'	33'		13	157'				13
		12				12	156.8'		33'		9
		11				11	156.5'				11
		10				10	156.4'		33'		10
528.55'		9	125'			9	156.2'				9
		8				8	156'				8
33'		7		33'		7	155.8'		33'		7
		6	125'			6	155.4'				6
		5				5	155.4'				5
		4	125'			4	155.2'		33'		4
33'		3		33'		3	155'				3
		2				2	154.7'		33'		2
33'		1	125'	16'		46	125'	33'			1
							480.5'		33'		

CLOSED 11-20-67

CLOSED 11-20-67

CLOSED 11-20-67

SOUTH ST.

60'

60'

331.35'	1450
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4550'



MEMORANDUM

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

DATE: May 31, 2017

TO: Mayor Eveleth and the Owosso City Council

FROM: Planning Commission

SUBJECT: Setting a public hearing to repeal and replace Chapter 26, Signs, of the *Owosso Code of Ordinances*.

RECOMMENDATION:

The Planning Commission hereby recommends setting a public hearing on Monday, June 19, 2017 to repeal and replace Chapter 26, Signs, of the *Owosso Code of Ordinances*.

BACKGROUND:

A public workshop was held by the Owosso Planning Commission on Monday, May 22, 2017 at its regularly scheduled meeting to receive citizen comment regarding the proposal to repeal and replace Chapter 26, Signs, of the Code of the city of Owosso. The proposed ordinance is intended to replace Chapter 26 bringing the sign ordinance into compliance with the U.S. Supreme Court decision in *Reed et al. v. The Town of Gilbert, AZ*.

The current sign ordinance, which the planning commission recommends replacing, is content based rather than content neutral. The court decision referenced above makes repealing and replacing the current sign ordinance necessary and in the best interest of the city of Owosso.

FISCAL IMPACTS:

n/a

RESOLUTION NO.

**RESOLUTION SETTING A PUBLIC HEARING TO
REPEAL AND REPLACE
CHAPTER 26, SIGNS, OF THE CODE OF THE CITY OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission believe Chapter 26, Sigms, of the Code of the City of Owosso, also known as the Sign ordinance, to be content based posing potential liability to the city of Owosso; and

WHEREAS, the planning commission held a public workshop at their May 22, 2017 regularly scheduled meeting regarding repealing and replacing Chapter 26, Sigms; and in which no citizen comments were voiced or received; and

WHEREAS, the planning commission seeks the repeal and replacement of Chapter 26, Sigms, in its entirety.

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

SECTION 1. REPEAL. That Chapter 26, Sigms, is hereby repealed in its entirety.

SECTION 2. REPLACEMENT. That the new Chapter 26, Sigms, shall read as follows:

Chapter 26 - SIGNS

ARTICLE I. – MICHIGAN BUILDING CODE

Sec. 26-1. - Adoption of Michigan Building Code.

The current edition of the Michigan Building Code shall be in full force and effect in the City as if set out fully herein. Complete printed copies of the code are available for public use and inspection at the office of the city clerk.

Secs. 26-2, 26-4. - Reserved.

ARTICLE II. - IN GENERAL

Sec. 26-5. – Short title.

This ordinance shall be known as and may be cited as the City of Owosso Sign Ordinance.

Sec. 26-6. - Purpose.

The purpose of this article is to regulate signs and to minimize outdoor advertising within the city so as to protect public safety, health and welfare; minimize abundance and size of signs to reduce visual clutter, motorist distraction, and loss of sight distance; promote public convenience; preserve property values; support and complement land use objectives as set forth in the City of Owosso Master Plan and this article; and enhance the aesthetic appearance and quality of life within the city. The standards contained herein are intended to be content neutral.

These objectives are accomplished by establishing the minimum amount of regulations necessary concerning the size, placement, construction, illumination, and other aspects of signs in the city so as to:

- a. Recognize that the proliferation of signs is unduly distracting to motorists and non-motorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion,

reduces desired uniform traffic flow, and creates potential for accidents.

- b. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
- c. Reduce visual pollution and physical obstructions caused by a proliferation of signs which would diminish the city's image, property values and quality of life.
- d. Recognize that the principal intent of commercial signs, to meet the purpose of these standards and serve the public interest, should be for identification of an establishment on the premises, and not for advertising special events, brand names, or off-premises activities; alternative channels of advertising communication and media are available for advertising which do not create visual blight and compromise traffic safety.
- e. Enable the public to locate goods, services and facilities without excessive difficulty and confusion by restricting the number and placement of signs.
- f. Prevent placement of signs which will conceal or obscure signs of adjacent uses.
- g. Protect the public right to receive messages, especially noncommercial messages such as religious, political, economic, social, philosophical and other types of information protected by the First Amendment of the U.S. Constitution.
- h. The regulations and standards of this article are considered the minimum necessary to achieve a substantial government interest for public safety, aesthetics, protection of property values, and are intended to be content neutral.
- i. Prevent off-premises signs from conflicting with other allowed land uses.
- j. Maintain and improve the image of the city by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.
- k. Prohibit portable commercial signs in recognition of their significant negative impact on traffic safety and aesthetics.
- l. Preserve and enhance the image of the city's Central Business District.

Sec. 26-7. - Applicability; effect and scope.

A sign may be erected, placed, established, painted, created, or maintained in the city only in conformance with the standards, procedures, exemptions, and other requirements of this chapter.

The effect of the chapter as more specifically set forth herein, is:

- a. To establish a permit system to allow a variety of types of signs in commercial and industrial zones, and a limited variety of signs in other zones, subject to the standards and the permit procedures of this chapter.
- b. To allow signs that are small unobtrusive, and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of this chapter, but without a requirement for permits.
- c. To provide for temporary signs without commercial messages in limited circumstances in the public right-of-way.
- d. To prohibit all signs not expressly permitted by this chapter.
- e. To provide for the enforcement of the provisions of this chapter.

Sec. 26-8. - Reserved.

ARTICLE III. - DEFINITIONS

Sec. 26-9. - Sign definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning.

Abandoned sign. Any sign which is still on the premises six (6) months after a business ceases to operate or moves from the location.

Administrator. The building official or his designated representative within the building department.

Alteration. Any construction or repair which significantly changes a sign, including additions or deletions to the sign structure.

Accessory sign: A sign which pertains to the use of the premises on which it is located.

Animated sign: A sign which uses lights, moving parts, or other means to depict action, create an image of a living creature or person, or create a special effect or scene.

Awning or canopy sign: A non-rigid fabric marquee or awning-type structure which is attached to the building by supporting framework, which includes a business identification message, symbol and/or logo. See "wall sign."

Banner: A fabric, plastic or other sign made of non-rigid material without enclosing structural framework. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banner signs.

Billboard: A sign separate from a premises erected for the purpose of advertising a product, event, person, or subject not related to the premises on which the sign is located. Permitted off-premises directional signs shall not be considered billboards for the purpose of this article.

Building marker. Any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

Business center: A grouping of two or more business establishments on one or more parcels of property which may share parking and access and are linked architecturally or otherwise present the appearance of a unified grouping of businesses. A business center shall be considered one use for the purposes of determining the maximum number of ground signs. An automobile or vehicle dealership shall be considered a business center regardless of the number or type of models or makes available, however, used vehicle sales shall be considered a separate use in determining the maximum number of signs, provided that the used vehicle sales section of the lot includes at least 25 percent of the available sales area.

Changeable message sign: A sign on which the message is changed mechanically, electronically or manually, including time/temperature signs; also called menu board, reader board or bulletin board.

Combination sign. Any sign which combines the characteristics of two (2) or more signs.

Community special event sign: Signs and banners, including decorations and displays celebrating a traditionally-accepted patriotic or religious holiday, or special municipal, school or other non-profit activities.

Construction sign: A temporary sign identifying the name(s) of project owners, contractors, developers, realtors representing developers, architects, designers, engineers, landscape architects, and financiers of a project being constructed or improved; and not including any advertising of any product or announcement of availability of leasing space.

Directional sign: A sign which assists motorists in determining or confirming a correct route such as, enter, exit and parking signs. Business identification or logo on such a sign is considered and calculated as part of the allowable square footage for a ground sign.

Festoon: A string of ribbons, tinsel, small flags, pinwheels or lights, typically strung overhead in loops.

Flag. Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols used as a symbol of a government, political subdivision, or other entity.

Flashing sign: A sign which contains an intermittent or sequential flashing light source.

Freestanding sign: A sign which is erected upon or supported by the ground, including "pole or pylon signs" and "ground signs."

Gasoline price sign: A sign which is used to advertise the price of gasoline. In the event that the brand identification sign is attached to or is a part of the sign advertising price, that portion of the sign used for advertising price shall be considered the gasoline price sign.

Ground or monument sign: A three-dimensional, self-supporting, base-mounted freestanding identification sign, consisting of two or more sides extending up from the base, and upon which a message, business, group of businesses or center name is affixed.

Identification sign. Also a "nameplate" sign or "information" sign with only name and address of occupant on the sign bearing no advertising message or logo.

Illegal sign: A sign which does not meet the requirements of this article and does not have legal nonconforming status.

Illuminated sign. Any sign that provides artificial light directly on or through any transparent or translucent material, from a source of light connected with such sign, or a sign illuminated by a light with a source so obscured and shielded that no direct rays from it are visible from a public right-of-way or from an abutting property.

Incidental sign: A small sign, emblem, or decal informing the public of goods, facilities, or services available on the premises. Examples of incidental signs include credit card signs, signs indicating the hours of business, no smoking signs, signs used to designate bathrooms, and signs providing information on credit cards and business affiliations.

Integral sign: A memorial sign or commemorative tablet which contains names of buildings, dates of erection, and monumental citations.

Luminous tube: See "neon" and "outline tubing sign."

Mansard: A sloped roof or roof-like façade. Signs mounted on the face of a mansard roof shall be considered wall signs.

Maintenance. For the purposes of this chapter, the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, or structure of the sign.

Marquee: A permanent roof-like structure or canopy, supported by and extending from the face of the building. A marquee sign is a sign attached to or supported by a marquee structure.

Menu board, reader board, or bulletin board: See "changeable message sign."

Moving sign: A sign in which the sign itself, or any portion of the sign, moves or revolves. A "rotating sign" is a type of moving sign. This definition does not include "changeable message signs."

Mural: A design or representation which is painted or drawn on the exterior surface of a structure and which does not advertise a business, product, service, or activity.

Nameplate: A nonelectric, on-premises identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

Neon sign: See "outline tubing sign."

Nonconforming sign: A sign that does not comply with the size, placement, construction or other standards or regulations of this article, but were lawfully established prior to its adoption. Signs for which the zoning board of appeals has granted a variance are exempt and shall not be defined

as nonconforming.

Obsolete sign: A sign that advertises a product that is no longer made or that advertises a business that has closed.

Off-premises sign: A sign which identifies a use or advertises products and services not available on the site or parcel on which the sign is located; a sign which directs travelers or provides a message unrelated to the site on which the sign is located, e.g. billboards.

On-premises sign: A sign providing the address and name of owner of a parcel of land; a sign advertising a business, service or product sold or produced on the same site or parcel.

Outline tubing sign: A sign consisting of glass tubing, filled with a gas such as neon, which glows when electric current is sent through it. See "neon" and "luminous tube".

Owner. A person regarded as such on city tax records, or a tenant of the premises so designated by the administrator.

Parapet: The extension of a false front or wall above a roof line. Signs mounted on the face of a parapet shall be considered wall signs.

Pennant. Any lightweight plastic, fabric, or other material whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Permanent sign: A sign designed to be installed permanently in the ground a minimum of 42 inches deep by use of a steel post, wood post or other appropriate materials.

Political sign: A temporary sign used in connection with local, state, or national elections or referendums.

Portable sign: A sign designed to be moved from place to place, whether or not it is permanently attached to the ground or structure. This includes hot-air and gas-filled balloons, banners, pennants, streamers, festoons, ribbons, tinsel, pinwheels, nongovernment flags, and searchlights; but excludes political signs, real estate signs, construction signs, permanent changeable message signs, and regulatory/government signs.

Poster panel sign: A type of temporary sign that is used to draw attention to matters that are temporary in nature, such as price changes or sales. "A" frame or sandwich signs are types of poster panel signs.

Premises. The contiguous land in the same ownership or control which is not divided by a public street.

Principal building. The building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal uses may have multiple principal buildings, but storage buildings, garages, and other clearly accessory uses shall not be considered principal buildings.

Programmable display sign. An animated sign, including LED's, made up of a field of individual electronic elements or mechanical grids that, when programmed and activated, create still or moving images or words. The elements may be internally illuminated or may be illuminated by reflected light. The sign may be framed by permanent, nonmoving signage.

Projecting sign: A sign, other than a wall sign, that is affixed to any building or wall and whose leading edge extends more than 12 inches beyond such building or wall.

Public sign: A sign erected in the public interest by or upon orders from a city, state, or federal public official. Examples of public signs include: legal notices, safety signs, traffic signs, memorial plaques, signs of historical interest, and similar signs.

Pylon or pole sign: A sign supported on the ground by a pole, braces, or monument, and not attached to any building or other structure.

Real estate development sign: A sign that is designed to promote the sale or rental of lots, homes, or building space in a real estate development (such as a subdivision or shopping center)

which is under construction on the parcel on which the sign is located.

Real estate open house sign: Temporary signs which advertise and direct the public to an open house for a building which is available for sale or lease, with the event held on a specific day.

Real estate sign: An on-premises temporary sign advertising the property or structure's availability for sale or lease.

Regulatory sign: A sign installed by a public agency to direct traffic flow, regulate traffic operations and provide information in conformance with the Michigan Manual of Uniform Traffic Control Devices.

Residential entranceway sign: A sign which marks the entrance to a subdivision, apartment complex, condominium development, or other residential development.

Roof line: The top edge of a roof or building parapet, whichever is higher, excluding cupolas, pylons, chimneys, or similar minor projections.

Roof sign: Any sign that extends above the roofline or is erected over the surface of the roof.

Rotating sign: See "moving sign."

Sign: Any device, structure, fixture, figure, symbol, banner, pennant, flag, balloon, logo, or placard consisting of written copy, symbols, logos and/or graphics, designed for the purpose of bringing attention to, identifying or advertising an establishment, product, goods, services, or other message to the general public. Unless otherwise indicated, the definition of "sign" includes interior and exterior signs which are visible from any public street, sidewalk, alley, park, or public property, but not signs which are primarily visible to and directed at persons within the premises upon which the sign is located.

Temporary sign: A sign not constructed or intended for long-term use. Examples of temporary signs include signs which announce a coming attraction, a new building under construction, a community or civic project, or other special events that occur for a limited period of time such as a garage or estate sale.

Time and temperature sign: Signs which display the current time and/or temperature.

Vehicle sign: Signs affixed to a parked vehicle or truck trailer which is being used principally for advertising purposes, rather than for transportation purposes.

Wall sign: A sign attached parallel to and extending not more than 12 inches from the wall of a building. Painted signs, signs which consist of individual letters, cabinet signs, and signs mounted on the face of a mansard roof shall be considered wall signs. Permanent signs, which are not affixed directly to a window or are positioned next to a window so that they are visible from the outside, shall also be considered wall signs.

Window sign: A sign located in or on a window which is intended to be viewed from the outside. Permanent window signs which are not affixed directly to a window or are positioned next to a window so that they are visible from the outside shall be considered wall signs.

Sec. 26-10. - Reserved.

ARTICLE IV. - GENERAL PROVISIONS

Sec. 26-11. – Permits required and fees.

It shall be unlawful for any person to erect, re-erect, make an alteration, or relocate any sign unless a permit shall have been first obtained from the administrator, and a permit fee paid in accordance with the schedule adopted by resolution of the city council. Electrical signs shall, in addition, require an electrical permit.

Sec. 26-12. – Sign erector qualifications.

The administrator shall evaluate, authorize or deny as a part of the permit the person assigned to the installing of, erecting, maintaining, repairing or altering a sign. The authorization of the erector shall be based on the administrator's evaluation of the direct experience of the person specified for the sign work. Notwithstanding the previous sentences, a person does not undergo evaluation to install a nonelectrical sign, provided the sign does not exceed an area of thirty-two (32) fee, a height of seven (7) fee above grade, has no illumination, and no remuneration, monetary or otherwise, is involved.

Sec. 26-13. - Application.

Applications for sign permits and the appropriate nonrefundable fee shall be made upon forms provided by the building department for this purpose and in accordance with application specifications published by the administrator. These specifications shall be as complete in form as necessary for evaluation of the sign in relationship to the requirements of this chapter.

Sec. 26-14. - Completeness.

Within ten (10) days of receiving an application for a sign permit, the administrator shall review it for completeness. If the administrator finds that it is complete, the application shall then be processed. If the administrator finds that it is incomplete, the administrator shall, within such ten (10) day period, send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this chapter. If it is discovered that the sign permit application contains any false information, the administrator may revoke the permit or deny the application, whichever is appropriate.

Sec. 26-15. - Issuance and denial.

The administrator shall issue a permit and permit sticker or tag for the erection, structural alteration, or relocation of a sign within ten (10) days of receipt of a valid application, provided that the sign complies with all applicable laws and regulations of the city. In all applications, where a matter of interpretation arises, the more specific definition or higher standard shall prevail.

When a permit is denied, the administrator shall within ten (10) days, give a written notice to the applicant along with a brief statement of the reasons for denial, citing code sections and interpretation of possible nonconformity.

Sec. 26-16. - Inspection.

A person conducting or performing work covered by a permit required by this chapter shall notify the administrator when such work has commenced. Unless otherwise indicated, no person shall conceal any portion of such work until it has been inspected and approved by the administrator. The administrator shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month or at such earlier date as the owner may request. If the construction is not substantially complete at the time of a six month inspection, the permit shall lapse and become void. If the construction is complete, the administrator shall issue a certificate of completion to the owner and the erector.

Sec. 26-17. - Signs exempt from regulation.

The following signs shall be exempt from regulation under this ordinance:

- a. Any sign of a governmental unit required by a valid and applicable federal, state, or local law, regulation, or ordinance.
- b. Holiday lights and decorations on residential zone lots with no commercial message.
- c. Works of art of a noncommercial nature.

- d. Flags of any country, state, or unit of local government not causing a vision obstruction at intersections or flown at the top of a pole over thirty-five (35) feet in height. Any flag not meeting these conditions shall be subject to regulation as such.

Sec. 26-18. - Prohibited signs.

The following signs are prohibited in all districts:

- a. Signs which obstruct free access or egress from any building, including those that obstruct any fire escape, required exit way, window, or door opening or that prevent free access to the roof by firefighters.
- b. Moving signs and signs having moving members or parts, excluding barber poles, and electronic poles.
- c. Signs using high intensity or flashing lights, festoons, spinners or other animated devices.
- d. Signs which in any way simulate or could be confused with the lighting of emergency vehicles or traffic signals; there shall be no flashing, oscillating or intermittent, or red, yellow, or green illumination on any sign located in the same line of vision as a traffic control system, nor interference with vision clearance along any highway, street, or road or at any intersection of two or more streets.
- e. Signs which obstruct or impair the vision of motorists or non-motorized travelers at any intersection, driveway, within a parking lot or loading area.
- f. Non-regulatory signs placed in any public right-of-way; attached to a utility pole; or affixed to a tree, street furniture, or waste receptacles.
- g. Roof signs unless specifically permitted elsewhere in this article.
- h. Portable signs, as defined, not provided for in this article.
- i. Pylon or pole signs not provided for in this article.
- j. Any sign or sign structure which:
 - 1. Is structurally unsafe.
 - 2. Constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, or abandonment.
 - 3. Is capable of causing electric shock to person who come in contact with it.
 - 4. Is not kept in good repair, such that it has broken parts, missing letters, or nonoperational lights.
- k. Any sign which makes use of the words "stop", "look", or "danger", or any other words, phrases, symbols, or characters, in such a manner as to interfere with, mislead, or confuse traffic.

Sec. 26-19. - General standards for permitted signs.

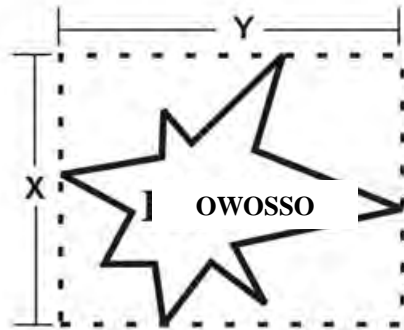
Signs which are permitted as accessory uses serving a commercial or informational purpose may be permitted subject to the requirements of this article; provided, that no such sign shall be erected or altered until approved by the building official/zoning administrator and until a sign permit has been issued pursuant to chapter 26 of the City of Owosso Code of Ordinances.

- a. Sign setbacks.
 - 1. All signs, unless otherwise provided for, shall be set back a minimum of ten feet from any public or private street right-of-way line or access drive in all districts. This distance shall be measured from the nearest edge of the sign, measured at a vertical line perpendicular to the ground to the right-of-way.

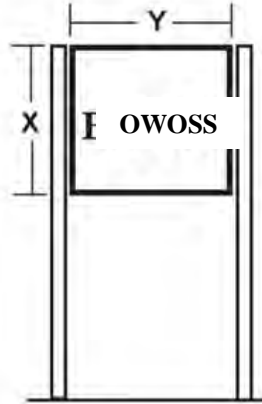
2. Side yard setbacks for signs shall be the same as that required for the main structure or building, provided that all nonresidential signs shall be set back at least 100 feet from any residential district.
- b. Location. Sign location to assure adequate sight distance. In order to ensure adequate sight distance for motorists, bicyclists and pedestrians, a minimum clear vision area shall be maintained between a height of 24 inches and six feet within a triangular area measured 25 feet back from intersection of public right-of-way lines. Furthermore, signs shall not be permitted where they obstruct motorist vision of regulatory signs, traffic-control devices or street signs.
- c. Design and construction. Signs, as permitted in the various zoning districts, shall be designed to be compatible with the character of building materials and landscaping to promote an overall unified and aesthetic effect in accordance with the standards set forth herein. Signs shall not be constructed from materials that are remnants or manufactured for a different purpose. New box sign panels with a white or tan background must be blackened internally so only the letters show when illuminated.
- d. Illumination.
 1. Signs may be illuminated, but only by steady, stationary, shielded light sources directed solely at the sign or internal to it.
 2. Use of glaring undiffused lights, bare bulbs, or flames is prohibited.
 3. Lighting shall be shielded and/or pointed downward so as not to project onto adjoining properties or thoroughfares.
 4. Underground wiring shall be required for all illuminated signs not attached to a building.
- e. Maintenance and construction.
 1. Every sign shall be constructed and maintained in a manner consistent with the Michigan Building Code provisions and maintained in good structural condition at all times. All signs shall be kept neatly painted, stained, sealed or preserved including all metal, wood or other materials used for parts and supports.
 2. All signs erected, constructed, reconstructed, altered or moved shall be constructed in such a manner and of such materials so that they shall be able to withstand wind pressure of at least 20 pounds per square foot or 75 mph.
 3. All signs, including any cables, guy wires, or supports shall have a minimum clearance of four feet from any electric fixture, street light, or other public utility pole or standard.
- f. Measurement. Measurement of allowable sign area (see Figure 26.1 Guidelines for Measuring Sign Face Square Footage below).
 1. The allowable area for signs shall be measured by calculating the square footage of the sign face and any frame or base of other material or color forming an integral part of the display or used to differentiate it from the background against which it is placed as measured by enclosing the most protruding points or edges of a sign within a parallelogram or rectangle.
 2. When a sign has two or more faces, the area of all faces shall be included in calculating the area of the sign except that where two such faces are placed back to back, only larger face shall be considered, provided that both faces are part of the same structure, contain the same message and are separated by no more than two feet.
 3. For purposes of calculating sign area allowed as a wall sign, the wall sign square footage shall be determined by measuring a parallelogram (box) which includes the portion of the canopy which contains a message, symbol and/or logo (examples are shown on the attached figures).
 4. When a sign consists solely of lettering or other sign elements printed, painted or mounted on a wall of a building without any distinguishing border, panel or background, the

calculation for sign area shall be measured by enclosing the most protruding edges of the sign elements within a parallelogram or rectangle.

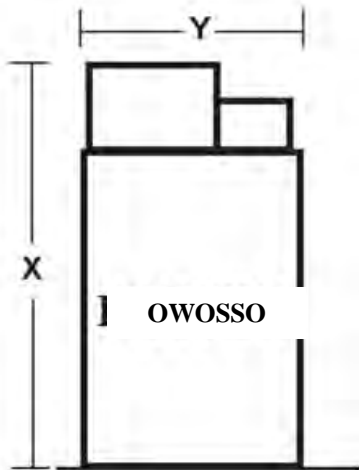
Guidelines for Measuring Sign Face Square Footage
Figure 26.1



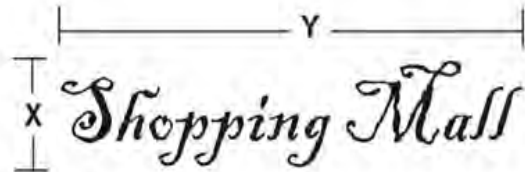
ALL SIGNS
Measurements taken from the
outermost points of the panel



DIRECTIONAL SIGNS
Post are not included in the
measurement of a sign face



GROUND SIGNS
Measurements taken from the
outermost points of the sign face



WALL, CANOPY, or PROJECTING SIGNS
Measurements taken from the
outermost points of the copy

Sec. 26-20. – Off-Premise Signs.

a. Off-Premise Advertising.

The regulation of off-premise signs is intended to enhance and protect community character and image by minimizing visual blight and pollution, and to minimize traffic safety hazards due to diversion of

the driver's attention and blockage of sight distances. Off-premise sign regulations address the location, size, height and related characteristics of such signs.

1. Area and Height Limitations: No off-premise sign may be erected or maintained of a greater surface area than three hundred (300) square feet for each side of such sign. The top of the sign shall be no more than twenty-five (25) feet above the ground and the bottom of the sign shall be at least ten (10) feet above the ground. Double faced off-premise sign structures (i.e., structures having back-to-back faces) and V-type structures having only one face visible to traffic proceeding from any given direction on a street or highway shall be considered as one off-premise sign.
2. Location: Static and digital off-premise signs may be erected only in the Industrial District. No off-premise sign may be erected or maintained within fifty (50) feet of street lines at any street intersection and shall have a minimum setback from the front property line of twenty-five (25) feet. No off-premise sign shall be installed or placed on top of, cantilevered or otherwise suspended above the roof of any building.
3. Spacing: Off-premise signs shall be located no closer to one another than five hundred (500) feet.
4. Illumination: An off-premise sign may be illuminated, provided such illumination is concentrated on the surface of the sign and is so located as to avoid glare or reflection onto any portion of an adjacent street or highway, into the path of oncoming vehicles, or on any adjacent premises. In no event shall any off-premise sign have flashing or intermittent lights, nor shall the lights be permitted to rotate or oscillate.
5. Digital Off-Premise Signs:
 - a) Rate of Change: The rate of change between static messages or images shall not exceed more than one (1) change per six (6) seconds. Each change shall be complete in one (1) second or less.
 - b) Luminance: The maximum daylight sign luminance level shall not exceed 62,000 candelas per meter squared at 40,000 lux illumination beginning ½ hour after sunrise and continuing until 1/2 hour before sunset and does not exceed 375 candelas per meter squared at 4 lux illumination at all other times.
 - c) Digital off-premise signs shall be configured to default to a static display in the event of mechanical failure.
6. An off-premise sign must be constructed in such a fashion that it will withstand all wind and vibration forces which can normally be expected to occur in the vicinity. An off-premise sign must be maintained so as to assure proper alignment of structure, continued structural soundness, and continued readability of the message(s).
7. An off-premise sign established within an industrial area, as defined in the Highway Advertising Act of 1972 (1972 PA 106, as amended) bordering interstate highways, freeways or primary highways as defined in said Act shall, in addition to complying with the above conditions, also comply with all applicable provisions of said Act and the regulations promulgated thereunder.

b. Combination Off-Premise & On-Premise Electronic Message Boards.

Digital signs which are used to advertise both on-premise and off-premise establishments shall comply with the following regulations:

1. A permanent, static on-premise primary sign must be in existence totaling at least twenty-five (25) percent of the allowable sign size in the district. The balance of the total allowable sign area may consist of the Combination Off-Premise/On-Premise Sign.
2. The Combination Off-Premise/On-Premise Sign shall adhere to the regulations contained in.

3. Digital messages may advertise the on-premise establishment. The balance of the messages may advertise off-premise establishments under the same ownership and/or public service announcements.
 4. Each message shall remain readable for at least six (6) seconds.
 5. Combination Off-Premise & On-Premise Digital Signs shall be spaced at least five hundred (500) feet apart in all Districts.
 6. Combination Off-Premise & On-Premise Digital Signs shall be allowed in the B-2, B-3, B-4, I-1 and I-2 Districts.
 7. Combination Off-Premise/On-Premise Signs shall count toward the total sign area allowed for the property.
- c. Off-Premise Directional Signs.
1. Private Off-Premise Directional Signs: Private off-premise directional signs which provide directions to a commercial or industrial establishment which is not located on a primary street within the city shall be allowed on private property provided there exists a written agreement between the property owner and the business/industry. Said agreement shall be filed with the city of Owosso.
 - a) Off-premise directional signs shall be no greater than twelve (12) square feet.
 - b) Sign lettering may display the off-premise business name, address, and an arrow indicating direction.
 - c) Off-premise directional signs shall only be located on B-2, B-3, B-4, I-1, and I-2 Districts.
 - d) One (1) off-premise direction sign is permitted per industrial zoning lot.
 2. Public Off-Premise Directional Signs: Public off-premise directional signs erected by the City, State of Michigan, or the Downtown Development Authority shall be permitted in the street right-of-way.
- d. Off-Premise Private Signs In The Public Right-Of-Way.

Private A-frame signs may be allowed in the public right-of-way. The following regulations shall apply:

1. Signs shall be approved by the city council.
2. Signs shall be removed each night.
3. Maximum size 2' wide by 4' in total height for each panel with a maximum of 2 panels per sign. Maximum spread between the two panels at the base shall be 2'6".
4. The owner of the property abutting the right-of-way on which the sign is placed shall be notified, prior to city council approval, that the sign is being requested.

Sec. 26-21. - Specific sign standards.

The number, display area, and height of signs within the various zoning districts are provided in the sign dimensional standards and regulations table and its accompanying footnotes. Additional standards for specific types of signs are given below.

SIGN DIMENSIONAL STANDARDS AND REGULATIONS

	Wall, Canopy or Projecting Sign (c)		Ground Sign (c)			Temporary Signs (d)		
District	Number Allowed	Max. Size	Number (b)	Max. Size Per Sign Face	Max. Height	Max. Size Per Sign	Total Area Per Parcel	Max. Height
R-1, R-2, RM-1, RM-2, R-T	-	10% of front façade for all uses other than single family homes, duplexes, and attached condominiums	1	24 square feet	6 feet	6 square feet	14 square feet	4 feet
Home Occupations as allowed and defined in Sec. 38-394	1	Not to exceed a size of 2' x 3' mounted flush to the building *	-	-	-	-	-	-
B1, B-2, B-3, B-4 PUD	1 per business (a)	10% of front façade or 100 square feet, whichever is less (a)	1	72 square feet	6 feet	24 square feet	48 square feet	6 square feet
I-1 and I-2	1 per business (a)	20% of front façade or 200 square feet, whichever is less (a)	1	72 square feet	6 feet	24 square feet	48 square feet	6 square feet

* Illumination: home occupation sign may be illuminated, provided such illumination is concentrated on the surface of the sign and is so located as to avoid glare or reflection onto any portion of an adjacent street or highway, into the path of oncoming vehicles, or on any adjacent premises. In no event shall any home occupation sign have flashing or intermittent lights, nor shall the lights be permitted to rotate or oscillate.

Footnotes to the Sign Dimensional Standards and Regulations Table

(a) One wall sign shall be allowed per business, in addition to any other allowed ground signs. Businesses located on a corner lot shall be allowed up to two wall signs, one for each front façade. The maximum wall sign area shall not exceed ten percent of the front façade of the building (any façade which faces a public or approved private street), per use or business establishment. However, for a commercial structure containing one use or business establishment, as determined by the planning commission, the size of the wall sign may be increased up to the maximum square footage as follows:

201 - 400 linear feet of building frontage facing a public street and having a public entrance	150 square feet
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<i>Greater than 400 linear feet of building frontage facing a public street and having a public entrance</i>	<i>200 square feet</i>
--	------------------------

- (b) *Only one ground sign is permitted per use, including uses which occupy more than one parcel and business centers containing more than one business or use, with additional signs permitted according to the following table, however, no site shall have more than two ground signs, regardless of the number of street frontages or the amount of frontage. Single uses on a single parcel do not qualify for this consideration:*

<i>Frontage along 2 or more rights-of-way</i>	<i>1 sign up to the maximum sign face area shall be allowed along 2 frontages</i>
<i>300 feet of frontage along 1 right-of-way</i>	<i>1 ground sign along that frontage</i>
<i>Greater than 300 feet of frontage along 1 right-of-way</i>	<i>2 ground signs</i>

- (c) *Changeable message signs and gasoline price signs may be permitted as part of a monument sign in the Business Districts and Industrial Districts, and when associated with a commercial in accordance with the following:*

- (1) One changeable message sign or one gasoline price sign shall be permitted per premises, but not both.*
- (2) Message or gasoline price changes may occur electronically or manually.*
- (3) The area of a changeable message sign or gasoline price sign shall not exceed one- third the total area of the sign.*
- (4) Illumination shall be concentrated within the face of the sign to prevent glare upon adjoining properties and thoroughfares.*
- (5) Electronic messages or gasoline prices shall not flash, fade in or out, or scroll.*
- (6) Any voids or burned out bulb in an electronic display shall be replaced.*
- (7) Electronic changeable message signs and gasoline price signs shall be at least 100 feet from any residential district or use, except as modified in subsection 10 below.*
- (8) One gasoline price sign is permitted for an overhead gas pump canopy with an area not to exceed ten percent of the canopy façade and when this is the only changeable message sign on the property.*
- (9) One electronic message sign, meeting the above requirements, may be approved by the planning commission for institutional uses, meaning a use by public or quasi- public institution such as a religious organization, church, nonprofit organization, academic institution, library or hospital, located in a residential district when meeting the following requirements:*
 - i. The institutional use is located on a minor arterial or collector road, as designated in the City of Owosso Master Plan;*
 - ii. That the sign will not create a nuisance for residential properties in the immediate vicinity of the sign, as determined by the planning commission and subject to any conditions;*
 - iii. The appropriate size of the sign shall be determined by the planning commission but shall be no greater than 50 square feet in area.*

- (d) *Signs for temporary uses.*

(1) *Temporary signs include, but are not limited to the following:*

- i. For a single dwelling or building or vacant land: an on-site real estate sign, advertising the premises for sale, rent or lease.*
- ii. An on-site sign advertising an on-going garage, estate or yard sale.*
- iii. Noncommercial signs which contain noncommercial information or directional messages.*
- iv. Political signs.*
- v. Holiday or other seasonal signs.*
- vi. Construction signs for buildings under construction.*
- vii. All temporary signs must comply with the sign size and height standards as specified in the sign dimensional standards and regulations table.*

(2) *Location of temporary signs shall comply with the following:*

- i. Temporary signs shall not be attached to any utility pole or be located within any public right-of-way.*
- ii. Temporary signs shall not be located closer than 20 feet to the edge of the traveled portion of the roadway, nor shall they be located within any dedicated right-of-way.*
- iii. Temporary signs shall not be erected in such a manner than they will or may reasonably be expected to interfere with, obstruct, confuse or mislead traffic.*
- iv. Temporary signs cannot be placed or constructed so as to create a hazard of any kind.*
- v. Temporary signs may not be posted on private property without first obtaining the permission of the property owner.*
- vi. Signs shall not be located within any clear vision triangle, as described in section 38-388 Corner Clearance.*

(3) *Time limitations for temporary signs. Each temporary sign shall be removed within 60 days of placement. Furthermore, no sign may be erected on a single parcel for more than 60 calendar days out of every 120 calendar days.*

- a. *Directional signs. No more than one directional sign shall be permitted for each approved driveway, with a maximum sign area of four square feet per sign, and a maximum height of four feet. Any directional sign which includes a business name, symbol or logo shall be calculated as part of the allowable sign square footage, as specified in the sign dimensional standards and regulations table.*
- b. *Projecting and canopy signs. Projecting signs and canopy signs may be used as an alternative to wall signs listed in the sign dimensional standards and regulations table, provided that they meet the following standards.*
 - 1. Any sign area on a canopy shall be included in calculations of maximum wall sign square footage.*
 - 2. Projecting or canopy signs in the central business district shall be set back at least two feet from any street curb-line, shall not extend more than six feet over the public right-of-way, and shall leave a minimum clearance of eight feet above the ground.*
 - 3. Projecting or canopy signs, in the B-1, B-2, B-4, I-1 and I-2, districts shall have a minimum ground clearance of ten feet, shall be set back at least six feet from any adjacent public right-of-way, and shall not project over an alley or private access lane. A projecting sign shall not extend for more than two feet from the building to which it is attached.*

4. No wall, canopy or projecting sign shall extend above the roof or parapet of the structure to which it is attached by more than one foot.
5. Wood posts or supporting arms shall not be used in conjunction with any projecting sign.
6. Projecting signs shall not exceed sixteen square feet in area.
7. Canopy signs shall not be internally illuminated.
- c. Downtown Historic District. Any signs within the Downtown Historic District shall meet all requirements of the Owosso Historic District Commission prior to installation of new signage or modification of existing signage.
- d. Entranceway signs. One permanent sign per vehicular entrance identifying developments such as subdivisions, apartment complexes, condominium communities, senior housing complexes, manufactured housing communities, office and industrial parks and similar uses, provided that the sign is set back a minimum of 15 feet from any property line or public right-of-way is permitted.
- e. Portable A-frame signs. Portable A-frame or sandwich board signs are permitted in the B-1, B-2, B-3, and B-4 districts at the public building entrances to businesses subject to the following requirements:
 1. One sign per customer entrance shall be permitted regardless of the number of tenants on the premises.
 2. The sign is permitted only during operating business hours and must be stored inside when the establishment is not open to the general public.
 3. Each sign shall not exceed an overall height of 42 inches and an overall width of 24 inches.
 4. No sign shall be located in such a manner as to interfere with vehicular or pedestrian traffic flow or visibility.
 5. All signs must be constructed of weather-proof, durable material and kept in good repair.

Sec. 26-22. - Nonconforming signs.

Nonconforming signs are those signs that do not comply with the size, placement, construction or other standards or regulations of this chapter, but were lawfully established prior to its adoption. Signs for which the board of appeals has granted a variance are exempt and shall not be defined as nonconforming. It is the intent of this article to encourage eventual elimination of nonconforming signs in a timely manner. This objective is considered as much a subject of public health, safety and welfare as the prohibition of new signs in violation of this article. Therefore, the purpose of this article is to remove illegal nonconforming signs while avoiding any unreasonable invasion of established private property rights. A nonconforming sign may be continued and shall be maintained in good condition as described elsewhere in this article, however, the following alterations are regulated:

- a. A nonconforming sign shall not be structurally altered or repaired so as to prolong its useful life or so as to change its shape, size, type or design unless such change shall make the sign conforming.
- b. A nonconforming sign shall not be replaced by another nonconforming sign.
- c. A nonconforming sign shall not be reestablished after abandonment as defined in section 26-23, dangerous, unsafe, abandoned, and illegally erected signs.
- d. A nonconforming sign must not be reestablished after damage or destruction if the estimated expense of reconstruction exceeds 50 percent of the appraised replacement cost as determined by the building official/zoning administrator or if 50 percent or more of the face of the sign is damaged or destroyed.

Sec. 26-23. - Dangerous, unsafe, abandoned, and illegally erected signs.

- a. Dangerous signs. Any sign constituting an immediate hazard to health or safety shall be deemed a nuisance and may be immediately removed by the city and the cost thereof charged against the owner of the property on which it was installed.
- b. Unsafe signs. Any sign that becomes insecure, in danger of falling, or otherwise unsafe but not considered an immediate danger by the building official/zoning administrator to the health or safety of the public shall be removed or repaired according to the process outline in paragraph e. below.
- c. Abandoned signs. Any sign that advertises a business that has been discontinued for at least 90 days or that advertises a product or service that is no longer offered shall be deemed abandoned. Permanent signs applicable to a business temporarily suspended by a change in ownership or management shall not be deemed abandoned unless the structure remains vacant for at least six months. An abandoned sign shall be removed by the owner or lessee of the premises. If the owner or lessee fails to remove the sign, the building official/zoning administrator shall initiate the process noted in paragraph e. below.
- d. Illegally erected signs. The building official/zoning administrator shall order the removal of any sign erected illegally in violation of this article, according to the process outlined in paragraph e. below.
- e. Process for enforcing violations of section 26-7, dangerous, unsafe, abandoned, and illegally signs. For violations of section 26-7 b. through d., the building official/zoning administrator shall notify the owner of the property on which the sign is located. Verbal notices or those sent by first class mail shall be sufficient notice. Where a sign erected in violation of this article is considered dangerous or unsafe, the notice shall inform the owner to remove said sign(s) immediately and property owners of other illegal signs on private property shall be granted a reasonable period of time within which to remove the sign, as determined by the building official/zoning administrator. Should the property owner fail to remove the sign(s) within the time specified, or if a sign is erected within any right-of-way or public property, the building official/zoning administrator, or their designee, shall have the authority to remove the sign, and the property owner shall be liable for the cost thereof.

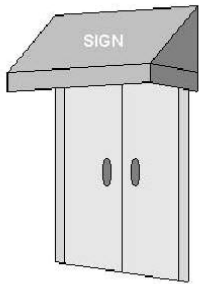
Sec. 26-23. - Changes to permitted signs.

No physical, structural or electrical changes can be made to existing permitted signs without first obtaining a new sign permit. Individual sign panels can be replaced on existing box signs but a permit must still be obtained.

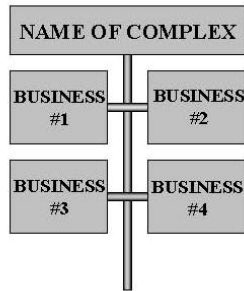
Sec. 26-24. - Administration and appeals of sign ordinance standards.

- a. Generally. The regulations of this article shall be administered and enforced by building official/zoning administrator.
- b. Violations. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, use or maintain any sign in the city, or cause or permit the same to be done, contrary to or in violation of any of the standards and regulations of this article. Any such violation, including the failure to remove a sign when directed under the authority of this article, shall constitute a misdemeanor punishable in accordance with section 1-8 of the Owosso Code of Ordinances.

SIGN DIAGRAMS Figure 26.2



Awning



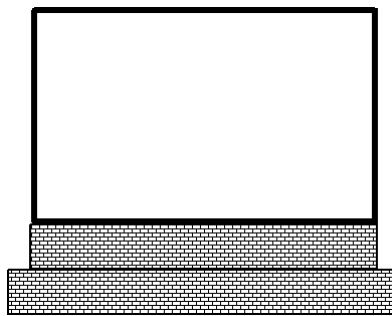
Business Center



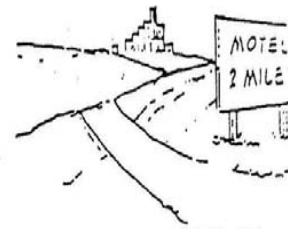
Free Standing Sign



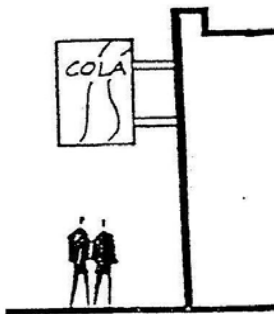
Message Board



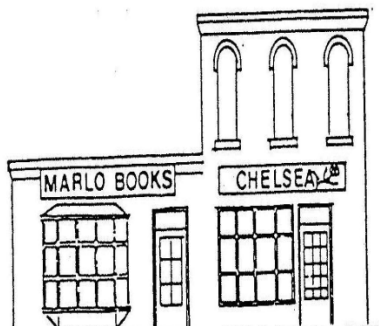
Monument Sign (Freestanding)



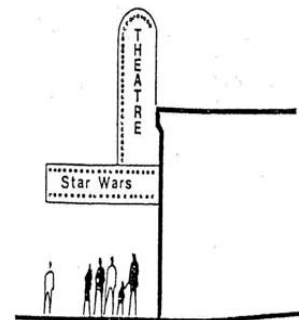
Off-Premise



Projecting Sign



Wall Sign



Marquee Sign

SECTION 3. PUBLIC HEARING. A public hearing is set for Monday, June 19, 2017 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed repeal and replacement of Chapter 26, Signs, of the Code of the City of Owosso.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.



MEMORANDUM

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

DATE: May 31, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Chestnut Street Resurfacing – Special Assessment Resolution No 1 & 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. **Chestnut Street, from South Street to W. Stewart Street**, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 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. City Council is asked to act upon Resolution No. 1 for the proposed improvement at the regular scheduled Council meeting of **June 5, 2017**.

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 regular scheduled Council meeting of **June 5, 2017**.

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

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

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

Tonight the council will be considering Resolution Nos.1 and 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution Nos. 1 and 2 for the following district:

Chestnut Street, Public Street, from South Street to W. Stewart Street

RESOLUTION NO.

Special Assessment Resolution No. 1 for Chestnut Street

Special Assessment District No. 2017-08 Chestnut Street from South Street to W. Stewart Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Chestnut Street from South Street to W. Stewart Street:
Street Resurfacing**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

The City Manager shall present said report to the City Council when same has been prepared.

Special Assessment Resolution No. 2 for Chestnut Street

Special Assessment District No. 2017-08

Chestnut Street, Public Street, from South Street to Stewart Street

RESOLUTION NO.

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be **\$144,702.00** and determines that \$57,880.80 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 \$86,821.20 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, June 19, 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:

Chestnut Street, Public Street, from South Street to W. Stewart Street

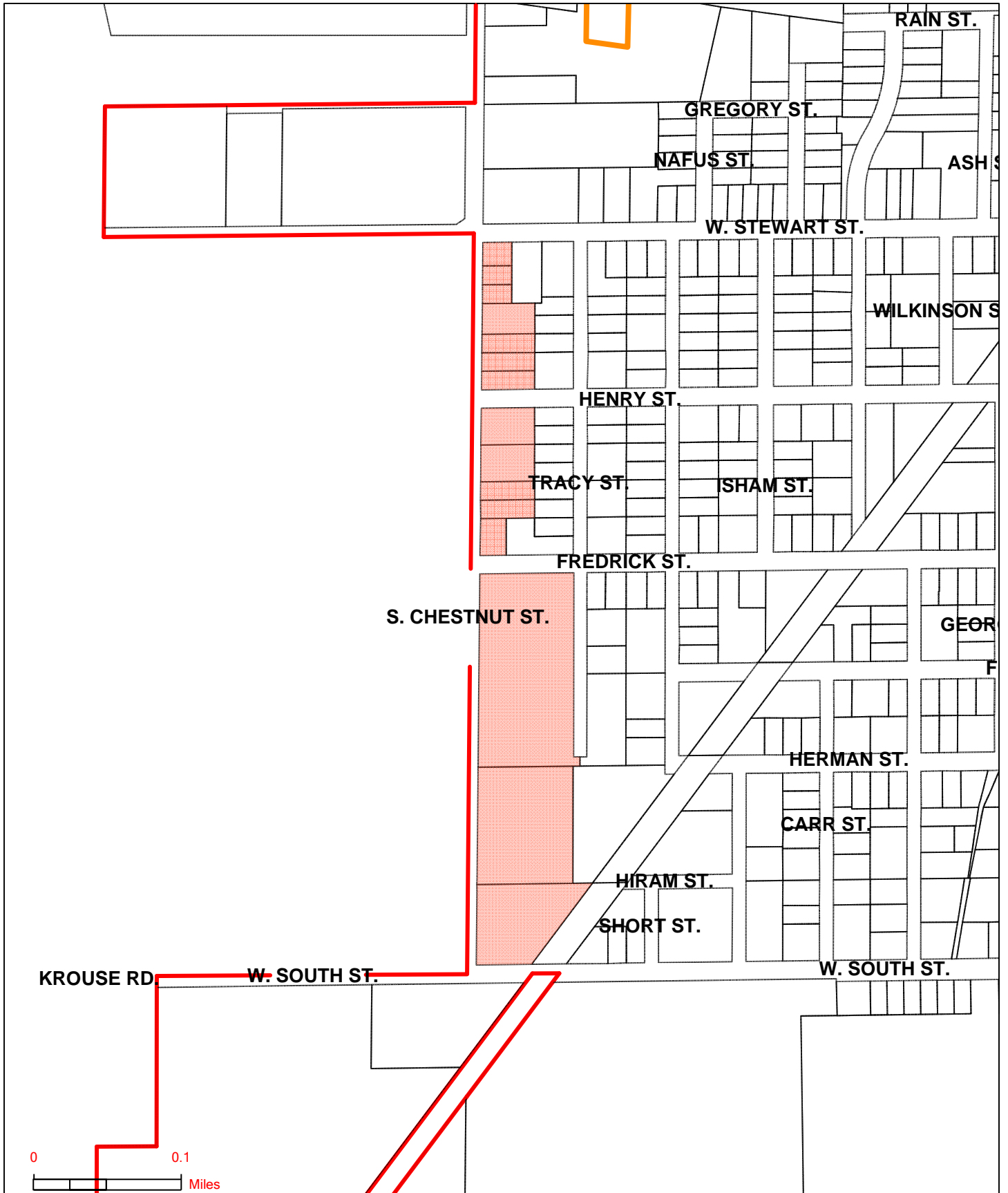
TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Resurfacing.**

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at **7:30 o'clock p.m.** on **Monday, June 19, 2017** for the purpose of hearing any person to be affected by the proposed public improvement.

OWOSSO





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

MEMORANDUM

DATE: May 22, 2017

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1370

Theresa Stechschulte, Event Coordinator for Owosso Main Street, has requested street closures for the "Open Streets Owosso Bicycle Route".

LOCATION:

Williams from Pine to Washington. Mason from Water to Washington. Exchange from Water to Washington. Water from Exchange to Williams. Ball from Exchange to Williams. Washington from Main (M21) to Williams St.

DATE:

Sunday 6/11/17

TIME:

12:30 pm to 5:30 pm

The Public Safety Department has issued Traffic Control Order No# 1370 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1370

5/22/17

2:10 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

Williams from Pine to Washington. Mason from Water to Washington. Exchange from Water to Washington. Water from Exchange to Williams. Ball from Exchange to Williams. Washington from Main (M21) to Williams St.

EVENT:

Open Streets Owosso Bicycle Route

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



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

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

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

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

Name of individual or group: Open Streets Owosso (Owosso Main Street) Date: 5/8/2017

Primary Contact Person
Name: Theresa Stehnschulte
Title: Event Coordinator
Address: 207 N. Washington St.
Owosso, MI 48867
Phone: 989 666 0157

Requested Date(s): Sunday 6/11/17 Requested Hours: 12:30-5:30 pm

Area Requested (Parking Lot - Parade Route): Williams from Pine to Washington. Mason from Water to Washington. Exchange from Water to Washington. Water from Exchange to Williams. Call from Exchange to Williams. Washington from Main (M21) to Williams St.

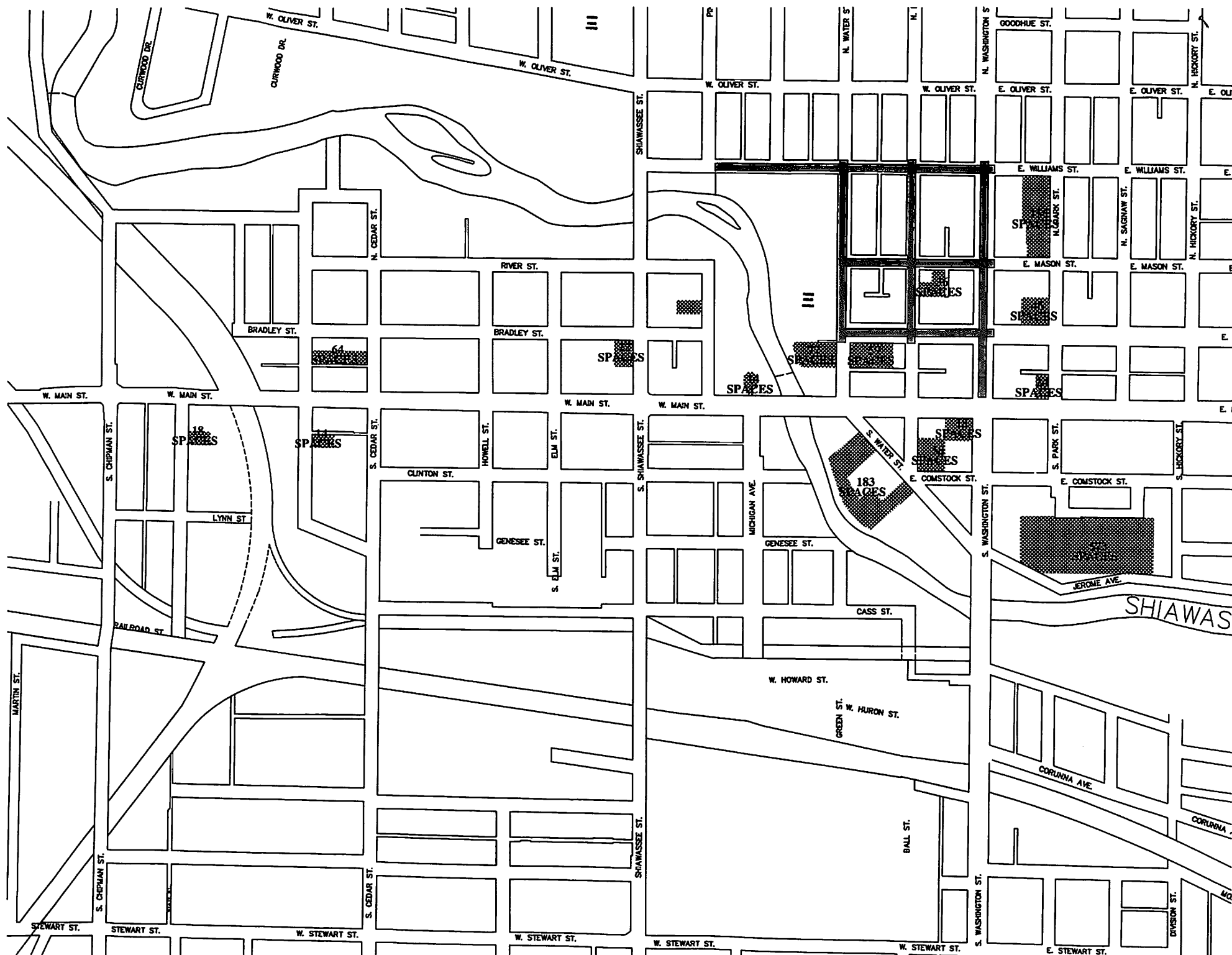
Detailed description of the use for which the request is made: Bicycle route lined with activities to provide a free, safe, and inclusive opportunity for fitness, recreation, and community building.

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

Do Not Write Below This Line - For Officials Use Only

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

Cc: DDA - Director
WCIA - Chairperson





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

MEMORANDUM

DATE: May 23, 2017
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1371

Mark Agnew and Josh Adams, Event Coordinators for Owosso Main Street, have requested street closures for the "Cruise the Pits Car Show".

LOCATION:

N. Washington St. from Main St (M21) to Oliver St. From Oliver St. to Goodhue St. and Exchange St. from Washington St. to Park St. Also, Gould House Lawn and Fayette Square Lawn.

DATE:

7/29/17

TIME:

7:00 am – 4:00 pm

The Public Safety Department has issued Traffic Control Order No# 1371 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1371

5/23/17

9:10 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street and Gould House Lawn/Fayette Sq Closure

LOCATION OF CONTROL

N. Washington St. from Main St. (M-21) to Oliver St. From Oliver St. to Goodhue St. and Exchange St. from Washington St. to Park St. Also, Gould House lawn and Fayette Square lawn.

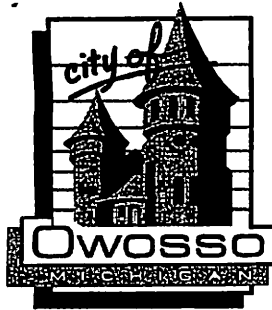
EVENT:

Cruise the Pits Car Show
7/29/17 7 am – 4 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



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

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

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

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

Name of individual or group: Owosso Main Street Date: 5/19/17

Primary Contact Person

Name:

Mark Agnew / Josh Adams

Title:

Event Coordinators

Address:

301 W. Main St

Owosso, MI

Phone:

989.277.1553

Requested Date(s): 7/29/17 Requested Hours: 7am - 4pm

Area Requested (Parking Lot - Parade Route): N. Washington Street from

Main Street (M-21) to Oliver & from Oliver to Goodhue.

Detailed description of the use for which the request is made: Also. Gould House Lawn & Fayette Square Lawn; +

Cruise the Pits Car Show Exchange street

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

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐

Date: _____

Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson





MEMORANDUM

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

DATE: May 31, 2017

TO: Mayor Eveleth and the Owosso City Council

FROM: Susan Montenegro
Asst. City Manager/Community Development Director

SUBJECT: Amending the Professional Services Agreement with SAFEbuilt Michigan, LLC

RECOMMENDATION:

Staff recommends amending the contract between the city of Owosso and SAFEbuilt Michigan, LLC to reflect the actual number of days per week SAFEbuilt Michigan, LLC will provide a building official to the building department.

BACKGROUND:

The city of Owosso entered into a professional services agreement with SAFEbuilt Michigan, LLC in May of 2016 to provide a building official to the building department. The original contract stated SAFEbuilt would provide these services five (5) days a week, utilizing a building official three (3) days a week and a building inspector two (2) days a week for a total contract amount of \$130,000 per year to be billed monthly at a rate of \$10,833.33.

The amended contract will provide a building official four (4) days a week for an amount not to exceed \$104,000 per year, and will be billed in monthly increments of \$8,666.67 as stipulated in the contract. Additional services for the mechanical and plumbing, as noted in the contract, remain the same and will be billed at the amounts listed.

FISCAL IMPACTS:

The amended contract will reduce the current amount budgeted from \$130,000 to \$104,000 annually for a cost savings of \$26,000. The monthly amount will be billed to account # 101-370-818.000. Mechanical and plumbing services provided under this contract will remain an additional amount charged per month.

Document originated by: Susan Montenegro

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1
TO THE AGREEMENT FOR PROFESSIONAL SERVICES
WITH SAFEbuilt MICHIGAN, LLC**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with SAFEbuilt Michigan, LLC on May 2, 2016 to provide a building official/building inspector five (5) days a week and plumbing/mechanical inspections and plan reviews as needed; and

WHEREAS, the city and utilities director desire to decrease the contract to four (4) days a week to reflect the actual number of days per week a building official is needed in the building department, and continue with the same services provided for plumbing/mechanical inspections and plan reviews as listed above.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the contract with SAFEbuilt Michigan, LLC approved by Resolution 44-2016 on May 2, 2016, to provide a building official four (4) days a week to the building department, to be known as Amendment No. 1.

SECOND: Additional services for plumbing/mechanical remain the same and will be billed at the amounts listed in the contract.

THIRD: The accounts payable department is authorized to submit payment to SAFEbuilt Michigan, LLC for professional services in the amount of \$8,666.67 per month for building official services, not to exceed \$104,000.00 annually.

FOURTH Plumbing and mechanical inspections and plan review will remain an additional amount charged per month as detailed in the contract.

THIRD: The above expenses shall be paid from the account 101-370-818.000.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OWOSSO, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Owosso, Michigan, ("Municipality") and SAFEbuilt Michigan, LLC, ("Consultant"). The Municipality and the Consultant shall be jointly referred to as the "Parties".

This Agreement shall supersede the previous Agreement between the Municipality and the Consultant executed on the 18th day of February, 2016.

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A – List of Services, ("Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide "Services" to the Municipality using qualified professionals. Consultant will perform services in accordance with State of Michigan adopted codes and Municipality adopted amendments and ordinances. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as required by the State of Michigan for the services that they provide to the Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on with the Agreement is fully executed by both Parties. The initial term of this Agreement shall be thirty-six (36) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination.

All structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation required by Consultant to perform Services.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

11. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the following as **Additional Insured**: the Municipality, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Municipality as additional insured, coverage afforded is considered to be primary and any other insurance the Municipality may have in effect shall be considered secondary and/or excess. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- E. Automobile Liability insurance including Michigan No-Fault coverages with minimum limits of one million (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- F. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate. If this policy is claims made form, the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
- G. Cancellation Notice: Policies, as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Municipality, Attention: Mr. Richard Williams, 301 West Main Street, Owosso, Michigan 48867).
- H. Prior to commencement of the Services, Consultant shall submit certificates of insurance and endorsements acceptable to the Municipality.

13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment,

whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. 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 of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
City Clerk City of Owosso 301 West Main Street Owosso, MI 48867	Gregory Toth, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: gtoth@safebuilt.com mailto:mroyer@safebuilt.com

21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

22. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Michigan and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

City of Owosso, Michigan

Attest

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: ____/____/____

Date: ____/____/____

SAFEbuilt Michigan, LLC

Signature

Name: _____

Title: _____

Date: ____/____/____

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

- ✓ Building Official Services
- ✓ Building Inspection/Plan Review Services
- ✓ Mechanical Inspection/Plan Review Services
- ✓ Plumbing Inspection/Plan Review Services
- ✓ Zoning Administration Services
- ✓ Property Maintenance Services
- ✓ Supplemental Plan Review

Note: Supplemental services will be provided upon request of the Municipality

Building Official Services

- ✓ Manage and help administer the department as the Municipality designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other Municipal departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without code compliance of all applicable departments/divisions
- ✓ Attend staff and council meetings as required and agreed upon
- ✓ Responsible for reporting for the Municipality – frequency and content to be mutually agreed upon
- ✓ Provide Building Code interpretations for final approval
- ✓ Be the main point of contact from Consultant for the Municipality
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Plumbing, Mechanical, Electrical and Property Maintenance Inspection Services

Our inspection staff recognize that an educational, informative approach is the most effective way to improve the customer's experience.

- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket
- ✓ Discuss inspection results with site personnel

Professional Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process

- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances using State certified plans examiner
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

Zoning Administration Services

Consultant will provide:

- ✓ Basic zoning administration associated with building permit applications including:
 - Land use, setbacks, structure/building heights and dimensions, lot coverage and parking

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement. All Services will be performed during normal business hours excluding Municipal holidays.

DELIVERABLES & AVAILABILITY			
BUILDING OFFICIAL/QUALIFIED INSPECTOR		*Available four (4) days a week	
*Consultant will work with the Municipality to determine which days we will hold office hours and which days inspections will take place.			
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes:		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Official Services Building Plan Review Services Building Inspection Services Property Maintenance Services Zoning Administration Services	Annual Rate: \$104,000.00 Monthly Rate: \$ 8,666.67 FLAT MONTHLY FEE (ALL INCLUSIVE)
Mechanical Plan Review Services Mechanical Inspection Services Plumbing Plan Review Services Plumbing Inspection Services	\$60.00 per hour – one (1) hour minimum \$40.00 per inspection – three (3) inspection minimum \$60.00 per hour – one (1) hour minimum \$40.00 per inspection – three (3) inspection minimum
After Hours/Emergency	\$100.00 per hour – two (2) hour minimum
Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent.	

Additional services available to the city if requested	
Electrical Plan Review Services	\$95.00 per hour – one (1) hour minimum
Fire Plan Review Services	\$95.00 per hour – one (1) hour minimum
Review of changes to approved plans	\$100.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$140.00 per hour – with prior approval from both parties

2. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The Municipality may request additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.



MEMORANDUM

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

DATE: May 30, 2017

TO: Mayor Eveleth and the Owosso City Council

FROM: Kevin Lenkart, Public Safety Chief

SUBJECT: Statewide Records Management System

RECOMMENDATION:

Recommend that the Memorandum of Agreement (MOA) between the Michigan State Police (MSP) and the Owosso Police Department (OPD) be approved in support of the Statewide Records Management System (SRMS).

BACKGROUND:

OPD currently uses Sungard Public Sector as a vendor for our Records Management System (RMS). The SRMS is a statewide RMS system that currently has over one-hundred police departments across Michigan using their software.

Recommend council approve the MOA and addendum MOA to have OPD participate in the SRMS system. Upon approval of the MOA, OPD would transition from Sungard Public Sector to the SRMS. The cost of SRMS is \$200.00 per officer per year and is currently less than our payment to Sungard Public Sector.

ATTACHMENTS:

Memorandum of Agreement between MSP and OPD.
Addendum to Memorandum of Agreement between MSP and OPD

Document originated by: Kevin Lenkart, Chief of Public Safety

RESOLUTION NO.

**AUTHORIZING APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN
MICHIGAN STATE POLICE AND
OWOSSO POLICE DEPARTMENT**

WHEREAS, the city of Owosso, Michigan, Owosso Police Department (OPS) has deemed it necessary to have a Records Management System (RMS); and

WHEREAS, OPD currently uses Sungard Public Sector and would transition to the Statewide Records Management System (SRMS); and

WHEREAS, the SRMS is a competitive and competent software package for use by OPD; and

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 authorize the Memorandum of Agreement (MOA) with MSP and the Addendum to the MOA.

SECOND: that the cost of the SRMS will be \$200.00 per officer per year.

THIRD: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the MOA and the MOA addendum.

FOURTH: the accounts payable department is authorized to pay the Michigan State Police \$200.00 for each officer connected to the system.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE MICHIGAN STATE POLICE
AND
THE OWOSSO POLICE DEPARTMENT
FOR PARTICIPATION IN THE STATEWIDE RECORDS MANAGEMENT SYSTEM**

I. Parties

This Memorandum of Agreement (Agreement) is entered into by and between the Michigan Department of State Police (MSP) and the Owosso Police Department (Subscriber). The MSP and the Subscriber are hereinafter collectively referred to as the "Parties."

II. Purpose

Most public safety agencies and supporting jail facilities manage data on persons, incidents, and activity via individualized vendor contracts that support cooperatives or utilize antiquated standalone records management systems. These existing records management systems are a generic approach and inherently do not support and/or have limited capacity to provide for inter-agency or intra-agency communication/information sharing. MSP is deploying the Statewide Records Management System (SRMS) to allow for data to be exchanged between all public safety agencies within the State of Michigan who decide to participate in the SRMS.

The purpose of this Agreement is to set forth the terms by which the Subscriber will participate in SRMS.

III. Agreement

The Subscriber:

1. The subscriber shall pay the MSP \$200 per sworn officer per year for use of the records management systems with the SRMS. The subscriber shall pay the MSP \$50 per structural bed per year for use of the jail records management system within the SRMS. There are no associated costs for civilian personnel for the use of the systems. The sworn officer count shall be determined by reviewing the Subscriber's roster of officers, and counting only those sworn officers within the chain of command, supervisors, and those officers performing law enforcement functions. Officers performing other functions not utilizing the law enforcement portion of SRMS, such as corrections or court security, shall not be counted for the purposes of invoicing for the SRMS. This pricing structure will remain in effect for a minimum of three years from the date of this agreement.
2. The Subscriber shall pay all invoices received for participating in the SRMS within 30 days of receipt of an invoice.
3. The Subscriber shall pay all fees associated with the Subscriber's local connection to the SRMS.
4. The Subscriber shall be responsible for the accuracy of all content entered into the SRMS by the Subscriber's users.
5. The Subscriber shall be responsible for ensuring the Subscriber's users comply with state and federal laws, regulations, rules, policies and procedures regarding the use of and dissemination of information within the SRMS.
6. The Subscriber and the Subscriber's users shall safeguard the SRMS information and prevent disclosure of information belonging to other agencies. The Subscriber and the Subscriber's users shall not disclose information entered into SRMS by another agency without obtaining written approval from an authorized representative of the agency that entered the information.
7. The Subscriber shall ensure all of the Subscriber's users receive proper training on all policies and procedures relating to the use of the SRMS. This training shall include procedures on dissemination of information contained within the SRMS.
8. To support the network connection to the SRMS server environment located in Saginaw County, the Subscriber agrees to abide by the terms contained in Attachment A, "Saginaw County Remote Access Policy and Agreement."

9. In the event this Agreement is terminated early, the Subscriber shall be liable to the MSP for all unpaid invoices for the SRMS.
10. The Subscriber agrees to pay all costs incurred by the MSP to extract a copy of the Subscriber's data and return it to the Subscriber as detailed in Section VI, "Term and Termination," below.

The MSP:

11. The MSP will provide, as needed, technical resources to ensure accessibility and efficient operation of the SRMS on a 365x24x7 basis.
12. The MSP shall send an invoice to the Subscriber in the fourth quarter of each calendar year for use of the records management system within the SRMS.
13. The MSP will provide notification to the Subscriber's designated point of contact at least 10 days in advance of all maintenance windows, software and application updates, and network changes that will impact access to the SRMS network. In the case of an emergency or other unplanned event, the 10-day advance notice requirement shall be waived and any necessary maintenance shall be performed as soon as practical in order to resolve any security and/or data integrity threats. Notice shall be provided to the Subscriber's designated point of contact as soon as possible after such emergency or other unplanned event is resolved.
14. The MSP shall facilitate quarterly SRMS regional group meetings geographically around the state. The geographic boundaries will align with the MSP district boundaries. Participants in each regional group will be a representation of the SRMS user base within the geographic boundary and will be selected by MSP. Each regional group will elect a member to serve on the advisory committee which has been named the Committee on Operations, Procedures, and Standards (COPS). The COPS committee shall:
 - a. Meet quarterly.
 - b. Recommend efficiencies that allow the SRMS to provide the highest level of service.
 - c. Serve as a conduit for two-way communication between participating agencies.
 - d. Ensure efficient communications between the MSP and the regional groups.
 - e. Include representation from users of SRMS.
 - f. Include at least one representative from every participating agency with over 1,000 users.

The Parties:

15. The Parties agree the MSP is not responsible for the accuracy of information entered into the SRMS by any agency other than the MSP.
16. The Parties agree that the MSP will not provide a refund of SRMS user fees to the Subscriber, in the event the Agreement is terminated early as provided for below in Section VI, "Term and Termination."
17. Parties agree that the MSP has the right to immediately terminate the Subscriber's or a Subscriber's user's access to the SRMS for failure to abide by the terms of this Agreement.
18. The Parties agree that no personnel shall be deemed to be employees or agents of the other party for any purpose whatsoever.
19. The Parties agree that any and all liability for acts or omission of each party's personnel shall be the sole responsibility of the person and the party involved.
20. The Parties do not expressly or implicitly assume any liability for the acts or omission of the other party or the other party's personnel.

IV. Point of Contact

The points of contact for the administration of this Agreement are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this Agreement shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or
3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the Subscriber:	For the Michigan State Police:
Primary Contact: Name/Title Click here to enter Contact Name. Agency Click here to enter Agency Name. Address1 Click here to enter Address 1. Address2 Click here to enter Address 2. Email Click here to enter Email Address. Office number Click here to enter Office Number. Fax number Click here to enter Fax Number.	Primary Contact: Ms. Dawn Brinningstaul Director, Criminal Justice Information Center 7150 Harris Drive Dimondale, Michigan 48821 BrinningstaulD@michigan.gov Office: 517-284-3054 Fax: 517-241-1644
Alternate Contact: Name/Title Click here to enter Contact Name. Agency Click here to enter Agency Name. Address1 Click here to enter Address 1. Address2 Click here to enter Address 2. Email Click here to enter Email Address. Office number: Click here to enter Office Number. Fax number Click here to enter Fax Number.	Alternate Contact: Mr. Robert Phelps Manager, Criminal Justice Information Center 7150 Harris Drive Dimondale, Michigan 48821 PhelpsR1@michigan.gov Office: 517-284-3287 Fax: 517-241-1904

V. Other Provisions

1. This Agreement is governed by and must be construed in accordance with the laws of the State of Michigan.
2. The failure of a party to insist upon strict adherence to any term in this Agreement shall not be considered a waiver, or deprive the party of the right to later insist on strict adherence to that term of this Agreement.
3. Section headings are for convenience and must not be used to interpret the scope, the Parties' intent, or in any way affect this Agreement.

VI. Term and Termination

1. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and shall remain in effect for three years from the effective date, unless terminated early or extended as hereinafter set forth.
2. Either party may terminate this Agreement for any reason by providing at least 90 days advance written notice of termination to the non-terminating party.

3. Upon termination, the County and/or the MSP will extract a copy of the Subscriber's data contained in the SRMS and provide the extracted copy of the Subscriber's data to the Subscriber in an electronic format. Cost incurred to extract and return the data to the Subscriber will be the responsibility of the Subscriber.

VII. Entire Agreement and Amendment

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, agreements, and other communication between the Parties either oral or written with respect to the subject matter thereof. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

VIII. Certification

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the governmental agency and by doing so does hereby bind the governmental agency to the terms of this Agreement.

IX. Signatories

For the Michigan Department of State Police:

Ms. Dawn Brinningstaull, Division Director
Criminal Justice Information Center

Date

For the Subscriber:

Date

ORI Head Title/Full Name [\(Click here to enter ORI Head Title/Full Name\)](#)

Agency Name [\(Click here to enter Agency Name\)](#)

**ADDENDUM
TO
MEMORANDUM OF AGREEMENT
BETWEEN
THE MICHIGAN STATE POLICE
AND
THE OWOSSO POLICE DEPARTMENT
FOR PARTICIPATION IN THE STATEWIDE RECORDS MANAGEMENT SYSTEM**

1. The Subscriber shall be responsible for complying with all audit requirements for use of CJIS Systems. Appropriate and reasonable quality assurance procedures must be in place to ensure that only complete, accurate, and valid information is maintained in the CJIS Systems.
2. The Subscriber agrees to maintain compliancy with CJIS Federal and State Policies.
3. The Subscriber acknowledges that all transactions are logged in the SRMS and logs are currently maintained indefinitely.
4. The Subscriber shall ensure that Authorized Users will provide fingerprints that meet submission criteria and apply appropriate and reasonable quality assurance procedures.
5. The Subscriber is responsible for security measures as applicable to physical security of communication equipment; personnel security to include background screening requirements; technical security to protect against unauthorized use; and security of criminal history records.

Signatories

For the Michigan Department of State Police:

Ms. Dawn Brinningstaull, Division Director
Criminal Justice Information Center

Date

For the Subscriber:

(Click here to enter a date)

ORI Head Title/Full Name (Click here to enter ORI Head Title/Full Name)
Agency Name (Click here to enter Agency Name)



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: Kevin Lenkart, Public Safety Chief
SUBJECT: General Architectural Services Agreements

RECOMMENDATION:

Request council approval of an agreement for general architectural services with Partners in Architecture, P.L.C. 65 Market St suite 200. Mt. Clemens, MI 48043.

The above proposed agreement has been approved by the city manager as to substance and form.

BACKGROUND:

Included in the 2016-2017 budget is money for an architectural study of the Owosso Public Safety building. A RFP was submitted via MITN requesting architectural services from qualifying firms for a review of the Public Safety Building. On April 11, 2017 we held a bid opening in the City Council chambers with the City of Owosso staff members present.

City staff reviewed proposals from fifteen (15) firms, interviewed four (4) firms and selected Partners in Architecture P.L.C. as the architectural firm for this project. Staff recommends that council approve the Architectural Services Agreement with Partners in Architecture P.L.C at the cost of \$18,850.00.

ATTACHMENTS:

Architectural Services Agreement
List of Firms

Document originated by: Kevin Lenkart, Chief of Public Safety

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AGREEMENTS
FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH
PARTNERS IN ARCHITECTURE, P.L.C.**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to secure professional architectural services for a study of the Owosso Public Safety building; and

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

WHEREAS, the Partners in Architecture, P.L.C., and has been determined as most qualified to perform architectural 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 firm of Partners in Architecture P.L.C. to provide professional architectural services for a study of the Owosso Public Safety building; and
- SECOND: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; General Architectural Services Agreement ; and
- THIRD: Authorize payment to Partners in Architecture, P.L.C., in the amount of \$18,850.00

EXHIBIT A TO RESOLUTION ____-2017

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH PARTNERS IN ARCHITECTURE

THIS IS AN AGREEMENT made on June 5, 2017 between the city of Owosso, hereinafter referred to as the "owner," and Partners in Architecture with its principal place of business at 65 Market St. Suite 200, Mount Clemens MI, 48043, hereinafter referred to as the "architect."

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

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

WHEREAS, the architect 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 architect do hereby covenant and agree as follows:

SECTION I - DESCRIPTION OF SERVICES STATEMENT OF UNDERSTANDING

1.1 General

1.1.1 The architect 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 architect agrees to adhere to general conditions listed in Exhibit B – General Conditions.

1.2 Pertaining to the Architect's Services

1.2.1 The architect 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 architect in connection with the architect's work.

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

1.2.3 The architect 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 architect 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 architect shall receive approval of the owner for this subagreement.

1.2.5 All documents, including drawings and specifications, furnished by the architect pursuant to this agreement are the instruments of the architect's services in respect to the project. The architect 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 architect will be at the owner's sole risk, and without liability or legal exposure to the architect from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

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

1.2.7 Original documents, notes and the like, except those furnished to the architect by the owner, represent the architect's cumulative knowledge and are, and shall remain, the property of the architect and shall not constitute the work product of this agreement. The owner shall have access to these materials and the architect 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 architect for the performance of services on the project, the architect 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 architect is providing coordination. Neither the architect's authority to act under the contract documents or under this agreement, nor any decision made by the architect in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the architect to the above, or any of their agents, or employees, or any other person performing any services for the owner.

1.2.9 The architect 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 architect 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 architect 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 architect of that nature, the owner agrees to defend, indemnify and hold harmless the architect 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 architect.

1.2.11 The architect and the owner hereby agree that the architect 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 architect and the owner also agree that the architect'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 architect has specifically included them in addenda to this agreement), and in such manner that the architect 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 architect, 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 architect's services.

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

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

SECTION II - COMPENSATION FOR SERVICES

2.1 General

2.1.1 The owner shall compensate the architect 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 architecting 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 architect's bill for services, it shall make payment of that portion of the bill which is undisputed and shall notify the architect in writing of the reason for the dispute. In no case may the owner elect to withhold payment to the architect 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 architect and represents the entire and integrated agreement between the owner and the architect 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 architect.

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 architect, the architect shall be entitled to additional compensation at the prevailing per diem rates or as otherwise agreed to between the owner and the architect.

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 architect 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 architect's default, any payment due the architect at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the architect's default. If the architect terminates as a result of the owner's default or the owner terminates for cause, the architect shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the architect 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 _June 5, 2017

For the architect:
_Partners in Architecture, PLC _

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, Year

Executed: _____, Year

EXHIBIT A

INSURANCE COVERAGES

A. The architect 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 architect's contractual obligations under this agreement including, but not limited to, the following hold-harmless agreement:

The architect 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 architect of architect's duties and obligations.

B. The architect shall obtain and maintain, at the architect's own expense, architect'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 architect'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 architect shall maintain at the architect'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 architect shall maintain at the architect'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 architect shall maintain at the architect'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 architect's comprehensive general liability and automobile insurance policies.

G. All insurance required by the architect shall be maintained at the architect'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 architect 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 architect 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 architect 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 architect 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 architect 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 architect before receipt of certificates of insurance;
- (2) failing to review any certificates of insurance received from the architect; or
- (3) failing to advise the architect that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The architect agrees that the obligation to provide the insurance required by these documents is solely the architect'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 architect. 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 architect, but are merely minimums. The obligations of the architect 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 architect's insurance.

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

**ADDENDUM 1 TO AN AGREEMENT
FOR
PROFESSIONAL ARCHITECTING SERVICES
WITH
PARTNERS IN ARCHITECTURE**

This addendum is attached and made part of the agreement for professional architecting services dated June 5, 2017 between the city of Owosso, Michigan (owner) and Partners in Architecture, PLC (Architect) providing for professional services.

Architectural and Engineering Evaluation Study
Owosso Public Safety Building

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 June 5, 2017 and be completed by September 30, 2017.

COMPENSATION

The cost proposal of the architect for the project is attached as Addenda: Design Architecting which totals \$ 18,850.00. The architect 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 June 5, 2017

For ARCHITECT:
Partners in Architecture, PLC

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Chris Eveleth
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, 2014

Executed: _____, 2014

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.

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 ARCHITECTING 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 _____

	Legal Name of Bidder	Street	City	ST	Zip	Bid Amount	Bid	Packet
1	Capital Consultants, Inc. dba C2AE	106 W. Allegan Street, Suite 500	Lansing	MI	48933	\$20,050.00		
2	CHMP, INC.	5198 Territorial Road	Grand Blanc	MI	48438	\$38,750.00		
3	DiClemente Siegel Design Inc.	28105 Greenfield Road	Southfield	MI	48076	\$60,000.00		
4	DLZ Michigan Inv.	1425 Keystone Avenue	Lansing	MI	48911	\$19,980.00		
5	Ehresman Associates, Inc.	803 W. Big Beaver Road, Suite 350	Troy	MI	48084	\$18,800.00		
6	Hobbs & Black Architects	117 E. Allegan Street	Lansing	MI	48933	\$18,714.00		
7	Hooker DeJong, Inc.	316 Morris Avenue	Muskegon	MI	49440	\$25,000.00		
8	H2A Architects, Inc.	9100 Lapeer Road, Suite B	Davison	MI	48423	\$9,500.00		
9	NJB Architects, Inc.	105 1/2 East Main Street	Flushing	MI	48433	\$17,500.00		

10	Nordstrom-Samson Associates	23761 Research Drive	Farmington Hills	MI	48335	\$32,500.00		
11	Partners in Architecture, PLC	65 Market Street, Suite 200	Mount Clemens	MI	48043	\$18,850.00		
12	Post Associates Architects	40 Pearl NW, Suite 900	Grand Rapids	MI	49503	\$11,800.00		
13	Sidock Group, Inc.	43155 Main Street, Suite 3206	Novi	MI	48375	\$39,844.00		
14	Spicer Group, Inc.	230 South Washington	Saginaw	MI	48607	\$69,767.00		
15	WTA Architects	100 South Jefferson Avenue, Suite 601	Saginaw	MI	48607	\$45,900.00		

	Legal Name of Bidder	Street	City	ST	Zip	Bid Amount
1	Spicer Group, Inc.	230 South Washington	Saginaw	MI	48607	\$69,767.00
2	DiClemente Siegel Design Inc.	28105 Greenfield Road	Southfield	MI	48076	\$60,000.00
3	WTA Architects	100 South Jefferson Avenue, Suite 601	Saginaw	MI	48607	\$45,900.00
4	Sidock Group, Inc.	43155 Main Street, Suite 3206	Novi	MI	48375	\$39,844.00
5	CHMP, INC.	5198 Territorial Road	Grand Blanc	MI	48438	\$38,750.00
6	Nordstrom-Samson Associates	23761 Research Drive	Farmington Hills	MI	48335	\$32,500.00
7	Hooker DeJong, Inc.	316 Morris Avenue	Muskegon	MI	49440	\$25,000.00
8	Capital Consultants, Inc. dba C2AE	106 W. Allegan Street, Suite 500	Lansing	MI	48933	\$20,050.00
9	DLZ Michigan Inv.	1425 Keystone Avenue	Lansing	MI	48911	\$19,980.00
10	Partners in Architecture, PLC	65 Market Street, Suite 200	Mount Clemens	MI	48043	\$18,850.00
11	Ehresman Associates, Inc.	803 W. Big Beaver Road, Suite 350	Troy	MI	48084	\$18,800.00
12	Hobbs & Black Architects	117 E. Allegan Street	Lansing	MI	48933	\$18,714.00
13	NJB Architects, Inc.	105 1/2 East Main Street	Flushing	MI	48433	\$17,500.00
14	Post Associates Architects	40 Pearl NW, Suite 900	Grand Rapids	MI	49503	\$11,800.00
15	H2A Architects, Inc.	9100 Lapeer Road, Suite B	Davison	MI	48423	\$9,500.00



Warrant 543
May 30, 2017

Vendor	Description	Fund	Amount
City of Corunna	2016/2017 River Trail contribution	General	\$6,873.23
Safebulit Inc	Building department services-April 2017	General	\$8,740.00
Total			\$15,613.23



MEMORANDUM

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

DATE: May 31, 2017
TO: City Council
FROM: Glenn M. Chinavare, Utility Director
SUBJECT: Consumers Energy Electric Facilities Easement - 1890 Dowling Drive

RECOMMENDATION:

Authorization to grant Consumers Energy Company an Easement for Electrical Facilities at 1890 Dowling Drive, and to enter into an agreement for the same.

BACKGROUND:

The city of Owosso owns and operates an elevated water tower located at 1890 Dowling Drive in the Charter Township of Owosso. Consumers Energy is requesting an easement on city property to accommodate new construction bordering city property, in order to lay underground power lines to the new construction site.

Consumers Energy advises that the new power lines will be placed in close proximity to power lines already buried that are servicing the existing water tower.

FISCAL IMPACTS:

None.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) Proposed Easement Agreement

RESOLUTION NO.

**AUTHORIZING EASEMENT FOR ELECTRICAL FACILITIES BETWEEN
CONSUMERS ENERGY AND THE CITY OF OWOSSO
LOCATED AT 1890 DOWLING DRIVE CHARTER TOWNSHIP OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns property at 1890 Dowling Drive in the Charter Township of Owosso, Michigan, and

WHEREAS, Consumers Energy requests an Easement for Electrical Facilities on city of Owosso property located at 1890 Dowling Drive, to accommodate new construction electrical power requirements to a new facility bordering 1890 Dowling Drive, and

WHEREAS, the City Public Services Director has reviewed the proposed easement documents provided by Consumers Energy, recommends entering into an easement agreement with Consumers Energy.

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 grant Consumers Energy an Easement for Electrical Facilities.
- SECOND: Consumers Energy shall pay to the city of Owosso the sum of \$1.00 for use of city property, for installation of electrical power lines and maintenance of same.

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1038727758 UG; 1038714034 OH
Design# 10784998 UG; 10784991 OH
Agreement#MI00000028741

City of Owosso, a Michigan Municipal Corporation, of 301 W. Main St., Owosso, MI 48867 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Owosso, County of Shiawassee, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the West edge(s) of Owner's Land, in which event the Easement Area shall include a 30 -foot-wide strip of land, being 15 feet on each side of each such lateral line constructed on Owner's Land.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works,

installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: City of Owosso, a Michigan Municipal Corporation

Donald Crawford, City Manager

Amy K. Kirkland, City Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,

on _____ by City of Owosso, a Michigan Municipal Corporation, by Donald Crawford,
Date Print Owner's Name(s)

City Manager and Amy K. Kirkland, City Clerk on behalf of the Corporation

Notary Public

County, Michigan

Acting in _____ County

My Commission expires: _____

Prepared By: Brandy R. Gale; 05/24/2017
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

After recording, return to:
Carrie Main, EP7-471
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Parcel Id: 006-23-100-012-02

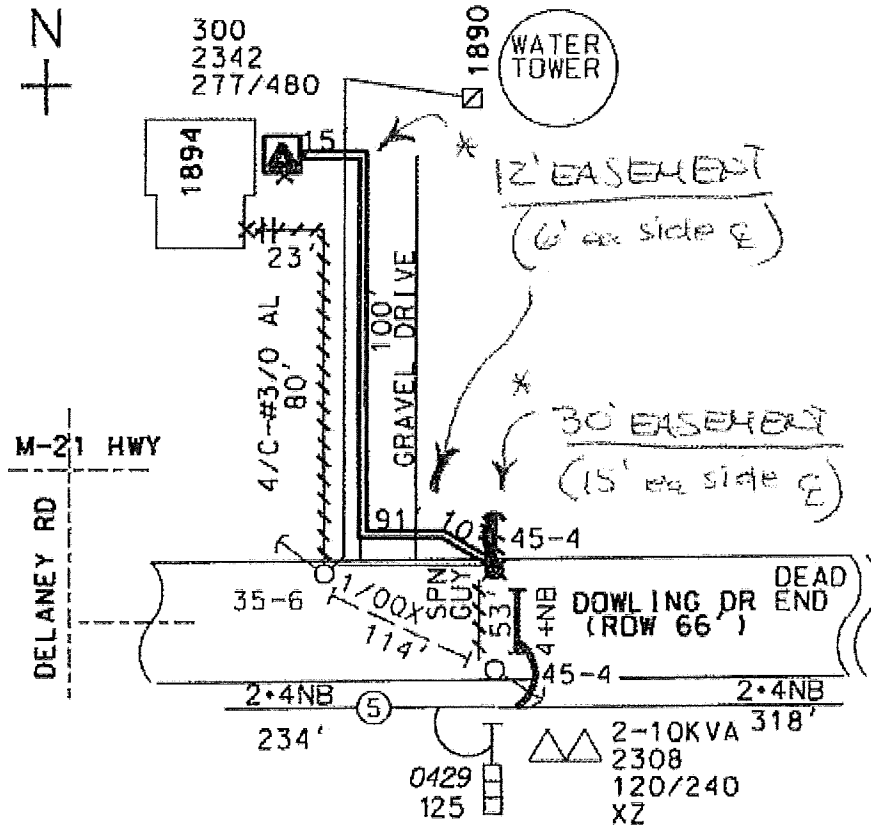
Part of the West 1/2 of the Northwest 1/4 of Section 23, T7N, R2E, Owosso Township, Shiawassee County, Michigan, described as beginning at a point on the North line of the public highway known as Dowling Drive which is North 00° 12' 40" West, 1040.57 feet long the West line of said Section 23 and North 88° 50' 30" East (rec. North 88° 49' 20" East) 510.00 feet along said North line of Dowling Drive from the West 1/4 of said Section 23; thence continuing along said North line of Dowling Drive North 88° 50' 30" East (rec. North 88° 49' 20" East), 290.00 feet; thence North 00° 11' 30" West, 327.00 feet; thence South 88° 50' 30" West, 290.11 feet; thence South 00° 12' 40" East 327.00 feet to said North line of Dowling Drive and the point of beginning.

Commonly known as 1890 Dowling Dr., Owosso, MI 48867

EXHIBIT B

Easement Area

A 30 foot-wide strip of land, being 15 feet on each side of the centerline of the line constructed on Owner's Land, and A 12 foot-wide strip of land, being 6 feet on each side of the centerline of the line constructed on Owner's Land the centerline to be located approximately as shown in the attached drawing.





MEMORANDUM

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

DATE: May 31, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Oliver Street, Phase 2, from Oak Street to Gould Street

RECOMMENDATION:

I recommend City Council approve Oliver Street, from Oak Street to Gould Street as an 'Advance Construct' project. A resolution to approve the Advance Construct Process is attached for your consideration.

BACKGROUND:

On May 2, 2016, City Council resolved that city staff make application to MDOT for federal Surface Transportation Program funds for road improvements of Oliver Street from Oak Street to Gould Street. The state of Michigan offers these funds for highway improvements on the major roadway system. MDOT subsequently approved the project for its FY2019 construction program. MDOT offers an Advance Construct Process that allows for a project to be completed in advance of the scheduled funding period. The process follows similar guidelines as a regular project with provision that the local agency will fully fund the project during the advance construction period. MDOT requires that the city of Owosso submit a letter indicating its willingness to proceed with the project as an Advance Construct. A deposit of \$281,250.00 (75% of projected grant proceeds) must be received at a later time when cost agreements are enacted by both agencies. Proposed work includes asphalt paving, intersection improvements, storm drainage, concrete curb and gutter, concrete sidewalk and ramp, permanent signing, and pavement marking work; and all together with necessary related work (also referred to as 'project'). The City is responsible to design and oversee the project in accordance with MDOT standards. The state agrees to reimburse the city for its share of federal funds when made available during the 2019 calendar year, in accordance with the agreement. Should City Council not approve the Advance Construct Process, then the project will be postponed until the federal funds are made available.

FISCAL IMPACTS:

The total estimated cost for this project is \$1,400,000.00, and of that amount the city of Owosso will be obligated to furnish funds to pay the full amount of the project, then receive up to \$375,000.00 of MDOT's FY2019 Federal Small Urban Program Funds as described in a future cost agreement. After receiving its reimbursement, the City's estimated share will be \$1,025,000.00. The City will also be responsible for any cost overruns exceeding the estimated cost for the project. Funds for the City's share of cost will be taken from the 2016 Unlimited Obligation Bond Proceeds, Water Fund, and other funds as appropriated.

Attachments: (1) Resolution,
(2) MDOT Communication

RESOLUTION NO.

**RESOLUTION AUTHORIZING ADVANCE CONSTRUCT PROCESS
FOR ROAD IMPROVEMENTS OF
OLIVER STREET, FROM OAK STREET TO GOULD STREET**

WHEREAS, Oliver Street, from Oak Street easterly to Gould Street is a part of the City's major classified street system; and

WHEREAS, the City is required to provide a safe and expedient road system for users which requires proper maintenance of the roadway; and

WHEREAS, this maintenance is costly and requires additional sources of funds beyond the state of Michigan's regular allocation of Public Act 51 funds; and

WHEREAS, the City has applied for, and is now approved to receive, Federal Surface Transportation Program Funds for FY2019 to assist in road improvements of said road; and

WHEREAS, after review, city staff recommends approval of MDOT's Advance Construct Process for the proposed hot mix asphalt paving work along Oliver Street from Oak Street easterly to Gould Street; including intersection improvements, storm drainage, concrete curb and gutter, concrete sidewalk and ramp, permanent signing, and pavement marking work; and all together with necessary related work (also referred to as 'project'); and

WHEREAS, the Michigan Department of Transportation requires the City of Owosso submit a letter indicating its willingness to participate in the Advance Construct Process of Oliver Street.

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 approve MDOT's Advance Construct Process for the proposed road improvements of Oliver Street from Oak Street easterly to Gould Street.
- SECOND: That the City Manager is authorized to submit a letter to MDOT indicating the city of Owosso's willingness to participate in the Advance Construct Process.
- THIRD: The City Council hereby directs staff to proceed with the Oliver Street project as an Advance Construct project and submit MDOT Cost Agreement when made available.

Randy J. Chesney

From: Firman, Lynnette (MDOT) <FirmanL@michigan.gov>
Sent: Tuesday, May 30, 2017 12:33 PM
To: Randy J. Chesney
Subject: RE: Advance Construct Process

Mr. Chesney,

The deposit invoice is sent out when the cost sharing agreement is sent, however, the 'due date' is not a set date – MDOT would need a signed cost sharing agreement and the deposit paid before they would award the contract (assuming all other award items were good to go, of course).

Lynnette

From: Randy J. Chesney [<mailto:Randy.Chesney@ci.owosso.mi.us>]
Sent: Tuesday, May 30, 2017 12:15 PM
To: Firman, Lynnette (MDOT) <FirmanL@michigan.gov>
Subject: RE: Advance Construct Process

Lynnette,

We will be introducing the AC concept to our City Council June 5, 2017. Question: is the \$281,250.00 +/- deposit due at the point of cost agreement? If different time, please advise.

Randy

From: Firman, Lynnette (MDOT) [<mailto:FirmanL@michigan.gov>]
Sent: Tuesday, April 25, 2017 2:56 PM
To: Randy J. Chesney
Cc: Fairchild, David (MDOT); Chomas, Brian (MDOT)
Subject: Advance Construct Process

Mr. Chesney,

Per our recent conversation, please see the following regarding the advance construct (AC) process:

An AC project is one where the Local Agency advances the money in the form of a deposit, as required by MDOT Finance, as the project progresses and plans to convert the federal portion of funds in a future year. Advance Construct (AC) is covered by 23 CFR Subpart G, 630.701. The advance construct conversion is referred to as 'ACC'.

The project must be shown in the S/TIP, both as an AC project in the obligation year, and a ACC project in the proposed conversion year. In the small urban program, this is done by being listed on both the AC year's project list and the ACC year's project list. Please submit an updated 2606 form to David Fairchild (FairchildD1@michigan.gov) showing that the project will be constructed in the newly chosen year, and note within the comments that the funds are intended to be converted in FY 2019.

Per 23CFR 630.705 - An advance construction project shall meet the same requirements and be processed in the same manner as a regular Federal Aid Project, except,

- (1) The FHWA authorization does not constitute any commitment of Federal Funds on the Project, and
- (2) The Local Agency will not be reimbursed until the project is converted under 630.709.

The request for conversion must be received in writing (from the City to MDOT) at any time provided that sufficient Federal-aid funds and obligation authority are available. There is no form or standard letter required. A conversion is not automatic. Refer to 23CFR 630.709.

To AC \$375,000 Federal STUL, I believe the deposit would be \$281,250.00.

Please let me know what questions you may have regarding this.
Thank you,

Lynnette Firman, PE
Urban Project Development Engineer
MDOT – Local Agency Programs
517.335.0878





301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: May 30, 2017

TO: Owosso City Council

FROM: Karen K. Ruddy, Finance Director

SUBJECT: 2017-2018 Budget Amendment for SATA millage rate

RECOMMENDATION:

Recommend approval of a 2017-2018 budget amendment resolution to increase the SATA transit millage rate to the maximum levy amount.

FISCAL IMPACTS:

A millage for transit services was approved by the voters in 2012 for a levy not to exceed .3333 mills. The 2017 tax millage rates have been subject to a Headlee rollback which decreased the maximum allowable levy from .3333 mills to .3325 mills.

The millage is set to expire in June of 2018 and with no scheduled elections until August 2018 it may be unrealistic to get a voter approved millage before the 2018 tax roll. The city is able to restrict any funds over the amount required by SATA each year. By increasing the millage in 2017 the city can use excess funds from 2017 to insure we can cover our 2018 SATA commitment until a millage can be passed. Therefore, I am asking the council to adopt the amended SATA millage rate for the 2017-2018 budget and the 2017 tax year.

RESOLUTION NO.

RESOLUTION AMENDING THE 2017-2018 BUDGET

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter and the Uniform Budgeting Act, the City Council adopted the General Appropriations Act Budget for 2017-2018 by Resolution, and

WHEREAS, MCL 141.437 states that the local legislative body of the local unit shall amend the general appropriations act as soon as it becomes apparent that a deviation from the original general appropriations act is necessary, and

WHEREAS, the City Council recognizes the need to review the Act to identify if an amendment is required, and

WHEREAS, the Finance Director has made recommendations that include proposals for measures necessary to provide revenues sufficient to meet expenditures, and

WHEREAS, the City Council has determined these changes in the 2017-2018 City of Owosso Budget (Act) is needed and necessary to monitor the financial operations of the City;

NOW THEREFORE BE IT RESOLVED that the Owosso City Council hereby adopts the amended millage rate and revenue yield listed below to be reflected in the 2017-2018 Amended Annual Budget (Act).

<u>SATA</u>	<u>Approved</u>	<u>Amended</u>
Millage	.1522	.3325
Estimated Revenue Yield	\$ 34,975	\$ 74,800



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: May 31, 2017

TO: Owosso City Council

FROM: Karen K. Ruddy, Finance Director

SUBJECT: Notice of Intent to Reimburse for Capital Lease of AMR System

RECOMMENDATION:

Recommend approval of a reimbursement resolution to allow the city to be reimbursed for expenses related to the US Bancorp financing of the automatic meter reading system project.

FISCAL IMPACTS:

There is gap between the timing of the automatic meter reading system financing and payment of invoices related to the project. This resolution allows US Bancorp to reimburse the City of Owosso for any expenses that have been or will be paid with city funds.

RESOLUTION NO.

REIMBURSEMENT RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OWOSSO DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, the CITY OF OWOSSO (the "Issuer") is a political subdivision organized and existing under the laws of Michigan; and

WHEREAS, the Issuer has paid, beginning no earlier than 60 days prior to the date hereof and; and will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A attached hereto; and

WHEREAS, the City Council of the Issuer (the "Board") has determined that the money previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Obligations");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after April 7th, 2017, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

Section 2. Each Expenditure was and will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable Water Fund regulations.

Section 3. The maximum cost of the Project is expected to be \$ 1,900,000

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on

which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 20__

(Name)
(Title)

Attested to:

(Name)
(Title)

APPENDIX A

DESCRIPTION OF PROJECT

Automatic Meter Reading System



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: May 30, 2017

TO: Owosso City Council

FROM: Karen K. Ruddy, Finance Director

SUBJECT: Capital Lease for Automatic Meter Reading System

RECOMMENDATION:

Recommend approval of a fifteen-year capital lease with US Bancorp Government Leasing and Finance Corporation for the purchase of an automatic meter reading system.

BACKGROUND:

City Council approved this purchase at their March 20th meeting with authorization to lease or purchase. The documents before you formally approve a capital lease of the equipment.

FISCAL IMPACTS:

The lease will be issued as a qualified tax exempt obligation of the City with a non-appropriation provision that is non-binding for future budgets. The interest rate for the fifteen-year term is 2.626%.

RESOLUTION NO.

**AUTHORIZING 15-YEAR CAPITAL LEASE AGREEMENT WITH
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FOR AN AUTOMATIC METER READING SYSTEM
AT \$150,919.06 ANNUALLY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, maintains a water and sanitary sewer systems which require a meter reading and billing system; and

WHEREAS, on March 20, 2017 the City Council authorized the purchase of a Fixed Network Administrator (FNA) Automatic Reading System (AMR) and replacement water meters; and

WHEREAS, an agreement has been negotiated with U.S. Bancorp Government Leasing and Finance, Inc. to finance this purchase.

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 lease a Fixed Network Administrator (FNA) Automatic Reading System (AMR) and replacement water meters from U.S. Bancorp Government Leasing and Finance, Inc. for a 15-year term.

SECOND: The contract shall be a Lease Agreement and the accounts payable department is authorized to submit the initial and subsequent annual payments to U.S. Bancorp Government Leasing and Finance, Inc. pursuant to the attached agreement up to \$1,900,000.

THIRD: The contract shall be amended and negotiated to the satisfaction of the City Attorney.

I hereby certify that the foregoing document is a true and complete copy of action taken by the Owosso City Council at the regular meeting of June 5, 2017.

Amy K. Kirkland, City Clerk

Master Tax-Exempt Installment Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Seller")
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

And: City of Owosso (the "Purchaser")
301 W Main Street
Owosso, Michigan 48867
Attention: Rick Williams, Finance Director
Telephone: 989-725-0575

Dated: June 10, 2015

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Code" is defined in Section 3.01(f).

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in such Property Schedule.

"Event of Default" is defined in Section 13.01.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the Installment Payment dates for the Installment Payments as set forth in each Property Schedule.

"Nonappropriation Event" is defined in Section 6.05.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchaser" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Seller" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"State" means the state where Purchaser is located.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Seller or Purchaser arranged for the purchase of all or any portion of the Property.

ARTICLE II

2.01 **Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules.

ARTICLE III

3.01 **Covenants of Purchaser.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller as follows:

- (a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser's rights and shall assume Purchaser's obligations hereunder.
- (c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser's authority.

- (e) Purchaser will provide Seller with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.
- (f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.
- (h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Term set forth in such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser's specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Seller shall have the right at all reasonable times during business hours to enter into and upon the property of Purchaser for the purpose of inspecting the Property.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in the applicable Property Schedule, at Seller's address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay Seller a charge on any delinquent Installment Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Seller from such delinquent Installment Payment. In addition, Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

6.02 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment hereunder during the Term.

6.03 Installment Payments to be Unconditional. THE OBLIGATIONS OF PURCHASER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Installment Payments on said Property Schedule is not adversely affected.

6.05 Nonappropriation. If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Installment Payments required under a Property Schedule for the following fiscal year, Purchaser shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Purchaser shall not be obligated to make Installment Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Purchaser shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, deliver possession of the Property under said Property Schedule to Seller. If Purchaser fails to deliver possession of the Property to Seller upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to deliver possession and for any other loss suffered by Seller as a result of Purchaser's failure to deliver possession as required. In addition, Seller may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to Purchaser's obligations under the Property Schedule and this Agreement. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the Term or result in any liability to Purchaser.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser and unless otherwise required by the laws of the State, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Purchaser's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Purchaser grants to Seller, for the benefit of Seller and its successors and assigns, a security interest constituting a first lien on Purchaser's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Purchaser shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Seller, which Seller deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Seller and its successors and assigns. Purchaser hereby authorizes Seller to file all financing statements which Seller deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Purchaser and, therefore, that the Property will be exempt from all property taxes. The Installment Payments payable by Purchaser under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Purchaser will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.

8.03 Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Purchaser may self-insure against all such risks (other than rental interruption). All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall constitute additional rent for the Term for the applicable Property Schedule and shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Purchaser. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.01, or (b) defease the Property Schedule pursuant to Section 6.04, or (c) exercise its option to prepay the Installment Payments pursuant to the optional prepayment provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Seller, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Prepay. Purchaser shall have the option to prepay in whole the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Seller without the necessity of obtaining the consent of Purchaser; provided that any assignment shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Purchaser shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Purchaser. NONE OF PURCHASER'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, TRANSFERRED, CONVEYED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death of any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller's own willful or negligent conduct, or for Losses arising out of or resulting from Seller's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of *force majeure* Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current budget year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Seller may terminate the Property Schedule, and by written notice to Purchaser, Seller may accelerate the principal component of all outstanding Installment Payments, in which case Purchaser shall pay to Seller a sum sufficient to defease the Property Schedule under Section 6.04, together with interest on such sum from the date of acceleration until so paid at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less, and to pay all other sums due under the Property Schedule;
- (c) Seller may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Purchaser, at Purchaser's expense, to promptly return any or all of the Property to the possession of Seller at such place within the United States as Seller shall specify, and Seller may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State, continuing to hold Purchaser liable for any deficiency and all costs and expenses incurred by Seller in exercising its remedies hereunder, including, without limitation, all costs and expenses of taking possession, removing, storing and reconditioning the Property, and including, without limitation, all brokerage and attorneys fees;

- (d) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;
- (e) Seller may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Purchaser.

14.02 Arbitrage Certificates. Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Purchaser shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Installment Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Purchaser will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in major part, prior to the last maturity of the Installment Payments under the Property Schedule.
- (e) There are no other obligations of Purchaser which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Purchaser set forth herein are reasonable.

14.03 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 Waiver of Jury Trials. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Seller or Purchaser in the negotiation, administration, performance or enforcement hereof.

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

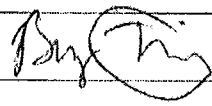
14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

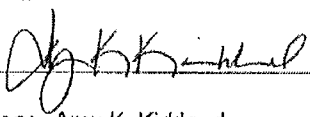
14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Purchaser: City of Owosso
By: 
Name: Benjamin R. Frederick
Title: Mayor

Attest:
By: 
Name: Amy K. Kirkland
Title: City Clerk

ADDENDUM (MICHIGAN)
Master Tax-Exempt Installment Purchase Agreement

THIS ADDENDUM, which is entered into as of May 15, 2017 between U.S. Bancorp Government Leasing and Finance, Inc. ("Seller") and City of Owosso ("Purchaser"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement between Seller and Purchase dated as of June 10, 2015 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Lessee set forth in the Master Agreement, Purchaser, as of the Commencement Date for the Property Schedule, represents, warrants and covenants for the benefit of Seller that Purchase is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchase to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (a) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2) *[attach computation of such test]*; and (b) if Purchaser is a city, township or village, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721 *[attach computation of such test]*.

The parties agree that the Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if Purchaser is a county), or Mich. Comp. Laws Section 123.721 (if Purchaser is a municipality).

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Seller: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Purchaser: City of Owosso
By:
Name: Christopher T. Eveleth
Title: Mayor

Attest:
By
Name: Amy K. Kirkland
Title: Clerk

Property Schedule No. 2

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 2** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 10, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Owosso.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is May 15, 2017.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 has been intentionally omitted.
7. Acceptance Certificate. Exhibit 5 has been intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by June 20, 2017.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Owosso
By:
Name: Christopher T. Eveleth
Title: Mayor

Attest:
By
Name: Amy K. Kirkland
Title: Clerk

EXHIBIT 1
Property Description and Payment Schedule

Re: **Property Schedule No. 2** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Owosso.

PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION:

301 W. Main Street
Address

Owosso, MI 48867
City, State Zip Code

USE: Meters - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$1,900,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	15-May-2017	150,919.06	150,919.06	0.00	N.A.
2	15-May-2018	150,919.06	104,988.19	45,930.87	N.A.
3	15-May-2019	150,919.06	107,745.18	43,173.88	1,582,438.00
4	15-May-2020	150,919.06	110,574.57	40,344.49	1,468,546.19
5	15-May-2021	150,919.06	113,478.26	37,440.80	1,351,663.58
6	15-May-2022	150,919.06	116,458.20	34,460.86	1,231,711.64
7	15-May-2023	150,919.06	119,516.39	31,402.67	1,108,609.76
8	15-May-2024	150,919.06	122,654.89	28,264.17	982,275.22
9	15-May-2025	150,919.06	125,875.81	25,043.25	852,623.14
10	15-May-2026	150,919.06	129,181.31	21,737.75	719,566.39
11	15-May-2027	150,919.06	132,573.61	18,345.45	583,015.57
12	15-May-2028	150,919.06	136,054.99	14,864.07	442,878.93
13	15-May-2029	150,919.06	139,627.79	11,291.27	299,062.31
14	15-May-2030	150,919.06	143,294.42	7,624.64	151,469.05
15	15-May-2031	150,919.06	147,057.33	3,861.73	0.00
TOTALS		2,263,785.90	1,900,000.00	363,785.90	

Interest Rate: 2.626%

Lessee: City of Owosso
By: _____
Name: Christopher T. Eveleth
Title: Mayor

Language for UCC Financing Statements

Property Schedule No. 2

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Owosso

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 2 dated May 15, 2017 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

MINUTES FOR
SPECIAL MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
WEDNESDAY, APRIL 26, 2017, 6:00 p.m.
COUNCIL CHAMBERS

MEETING CALLED TO ORDER at 6:00 p.m. by Chairman Newman.

ROLL CALL was taken by Recording Staff Liaison, Josh Adams.

PRESENT: Chairman Scott Newman; Secretary Philip Hathaway; Commissioner Matthew VanEpps; Commissioner Lance Omer; Commissioner Gary Wilson, and Commissioner Dianne Acton

ABSENT: Vice-Chairman Vince Gonyou

OTHERS IN ATTENDANCE: Josh Adams, Owosso Main Street Manager; Chris Eveleth, Mayor of Owosso, and Jim Woodworth, property owner

AGENDA APPROVAL:

MOTION BY COMMISSIONER HATHEWAY WITH THE REVISION THE TITLE OF THE AGENDA FROM “REGULAR” TO “SPECIAL” MEETING. MOTION WAS SECONDED BY COMMISSIONER WILSON.

AYES ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff Memorandum

PUBLIC/COMMISSIONER COMMENTS: Mayor Eveleth thanked the Commission for their service.

Committee Reports: None

Public Hearings: None

Items of Business:

- 1) 102 W. Main Street – Facade Improvement

Jim Woodworth, property owner proposed the painting of the faux-brick facade from the canopy down on the east portion of the building. Mr. Woodworth stated that the faux-brick was chipped in certain areas and would like to paint it in order to make it look more uniform.

MOTION BY COMMISSIONER HATHAWAY, AND SECONDED BY COMMISSIONER OMER:

THE OWOSSO DOWNTOWN HISTORIC DISTRICT COMMISSION, FINDING THAT THE PROPOSED EXTERIOR IMPROVEMENTS AT 102 W. MAIN STREET DO NOT MEET THE SECRETARY OF THE INTERIOR'S STANDARDS, AND ARE INAPPROPRIATE FOR THE DISTRICT, HEREBY DIRECTS STAFF TO ISSUE A NOTICE TO PROCEED FOR THE

**WORK AND BUILDING PERMIT APPLICATION AS APPLIED FOR AND ILLUSTRATED,
CONDITIONED ON THE FOLLOWING:**

- 1) ONLY THE FAUX-BRICK PORTION OF THE FACADE CAN BE PAINTED**
- 2) THE COMMISSION ALSO GRANTS APPROVAL TO THE WESTERN PORTION OF
THE FAUX-BRICK IF THE PROPERTY OWNER CHOOSES.**

AYES ALL. MOTION CARRIED.

PUBLIC COMMENTS: None

BOARD COMMENTS: Commissioner Hathaway stated that it would be good for the commission to look into creating expiration dates for future Notice to Proceed activities.

ADJOURNMENT:

**MOTION BY COMMISSIONER HATHAWAY AND SECONDED BY COMMISSIONER
WILSON TO ADJOURN AT 6:49 P.M.**

Phil Hathaway, Secretary

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MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY / MAIN STREET
CITY OF OWOSSO
MAY 3, 2017 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Vice-Chairman Bill Gilbert at 7:42 a.m.

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

MEMBERS PRESENT: Chairman David Acton (arrived at 8:03 a.m.), Vice-Chairman Bill Gilbert, Authority Members Mayor Chris Eveleth (left at 8:03 a.m.), Jon Moore, Lance Omer, Jim Woodworth.

MEMBERS ABSENT: Kenn Cushman, Theresa Trecha, Kevin Wiles.

OTHERS PRESENT: Josh Adams, Main Street Manager; Susan Montenegro, Assistant City Manager & Community Development Director; Robert Doran-Brockway, Historical Facilities Director.

Vice-Chairman Gilbert presented the new board member, Jim Woodworth, and asked him to introduce himself to the board. Mr. Woodworth stated that he is employed by Quicken Loans out of Detroit, but he also works locally; sometimes out of his brother Randy's office. He has five downtown properties and looks forward to supporting Owosso.

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE AGENDA FOR MAY 3, 2017 AS PRESENTED WITH THE EXCEPTION OF MOVING THE ITEMS OF BUSINESS TO THE TOP OF THE AGENDA BEFORE COMMITTEE UPDATES.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES OF APRIL 5, 2017, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR MAY, 2017 AS PRESENTED.

AYES ALL. MOTION CARRIED.

2) BUDGET REPORT

(SEE BOARD PACKET FOR BUDGET)

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE BUDGET REPORT FOR MAY, 2017 AS PRESENTED.

AYES ALL. MOTION CARRIED.

3) TRANSFORMATION STRATEGY APPROVAL REPORT

Main Street Manager Josh Adams reported that the National Main Street had three recommendations after their visit to Owosso. 1. Day Trip Tourism which the Main Street is already working on. 2. Residential Density which will improve when the Mueller Building is done. 3. Creative Arts Nodal which will be worked on somewhat with the Day Trip Tourism.

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE "DAY TRIP" TRANSFORMATION STRATEGY WITH "RESIDENTIAL DENSITY" BEING A LONG-TERM GOAL AND FUTURE STRATEGY.

AYES ALL. MOTION CARRIED.

4) FAÇADE GRANT UPDATE

Assistant City Manager Montenegro reported that everything has been submitted to the state. There are eight properties which count as six because two counted as one. It amounts to \$900,000. All are amazing transformations.

5) DOWNTOWN PARKING LOT SECURITY

Mr. Adams reported that there is slightly above average vandalism occurring in the fountain parking lot. Cars have been spray painted and tires slashed. He has investigated a security system for about \$600 which would have four cameras with a wireless feedback to a recorder. It would store up to 8 days recording before looping back again. Discussion included a suggestion for signage about the camera security system to be installed in parking lot.

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER EVELETH TO GRANT PERMISSION TO LOOK INTO THE SECURITY SYSTEM AND SEE ABOUT PROPERTY OWNERS WILLINGNESS TO PARTICIPATE IN POSSIBLE PURCHASE AND TO REPORT BACK AT THE NEXT DDA MEETING.

AYES ALL. MOTION CARRIED.

8:03 a.m. Board Member Eveleth left the meeting. Chairman Acton arrived.

PUBLIC COMMENTS: There were no public comments.

COMMITTEE UPDATES:

1) DESIGN and ECONOMIC RESTRUCTURING have been combined into DESIGN AND BUSINESS VITALITY.

Authority Member Omer reported that they are ordering flowers including the Washington Street Bridge. Bike racks are now all installed.

Mr. Adams noted that Baker College is unable to produce any further racks, so they are checking into SL&H and RWI to see if they can meet the \$300 mark. The Business Investment Guide is being worked on to court businesses.

Mr. Gilbert noted that the back of the way finding signs look black and dull. Per Mr. Adams, we cannot change them per MDOT.

2) ORGANIZATION and PROMOTION have been combined into PROMOTION AND OUTREACH.

They are very busy this summer per Mr. Adams. They have about 12 events this summer. We have more road closures, but they are getting good responses from business owners. On June 11, we'll be closing streets and shutting downtown for bikers, skateboarders, etc. from 1-5 pm. Also on a Friday and Saturday in July for a car show.

The clean-up downtown last weekend was a good event. Jumbo's gave us a free lunch. We need two or three gas powered leaf blowers so we can blow debris into the streets the night before the sweeper comes through town.

BOARD COMMENTS: Mr. Gilbert apologized for his late arrival. Chairman Acton also apologized for his late arrival. Mr. Gilbert thanked Mr. Adams and the volunteers for their work downtown.

IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER MOORE TO ADJOURN AT 8:18 A.M.

AYES: ALL. MOTION CARRIED.

Bill Gilbert, Vice-Chairman

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OWOSSO HISTORICAL COMMISSION

Regular Meeting Minutes
MAY 8, 2017, 7:00 PM Curwood Castle

- CALL TO ORDER:** Vice-Chair Tracey Peltier called the meeting to order at 7:00 pm.
- PRESENT:** Vice Chair Tracey Peltier, Commissioner Annie Ludington, Commissioner Carol Vaughn, Commissioner Janell Steele-Elkins, Commissioner Sarah Adams, Commissioner Karen Kong, Commissioner Robert Brockway, City Council Representative Elaine Greenway, Commissioner Carolyn Ebert, Director Robert Doran
- ABSENT:** Commissioner Heather Deason
- 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 Carol Vaughn. Ayes all, motion carried.
- APPROVAL OF APRIL MINUTES** Commissioner Carol Vaughn motioned to accept the April, 2017 Minutes, seconded by Commissioner Karen Kong. Ayes all, motion carried.
- CITIZEN COMMENTS:** None
- COMMUNICATIONS:** None
- DIRECTORS REPORT:** Director Doran announced that Commissioner Carol Vaugh would accept the role of OHC Chair. Entire Commission agreed by unanimous consent.
- OLD BUSINESS:**
- Commissioners were scheduled for Curwood weekend. Admission was discussed. As in previous years, admission to the Castle for Curwood weekend will be one dollar. It will also be the opening weekend for the Comstock Pioneer Cabin and the Woodard Paymaster Building.
 - Commissioner Tracey Peltier indicated that she and Director Doran had completed their research and were ready to place an order for the Castle Gift Shop. **COMMISSIONER TRACEY PELTIER MOTIONED TO PURCHASE ITEMS FOR THE CASTLE GIFT SHOP IN THE AMOUNT OF \$660.22, PLUS SHIPPING, SECONDED BY COMMISSIONER CAROLYN EBERT. AYES ALL, MOTION CARRIED.**
 - New narrative plaques for Paymaster Building and sign for Curwood Castle will be ready and installed in time for Curwood Festival.
 - Commissioner Jenelle Steele-Elkins indicated that she and Director Doran had begun the implementation of a High School History Exhibition. Director Doran had traveled to Steele-Elkin's classroom three times to present the exhibition to her students and with OHC artifacts. Because of time constraints due to aggressive student extracurricular and testing schedules, they were unable to complete the exhibition and will continue the project with another group of students in the fall. Over the summer Doran and Steele-Elkins will work on two traveling trunk shows for middle and high school students.
 - Director Doran will be working with Gnosis Marketing during the month of May to complete Phase I of the OHC website.
 - OHC and SAC continue to work with the CVB on a mini-grant for marketing materials for Curwood Castle Park.

- Director Doran reviewed Phase I of the Strategic Plan. The Commission decided to meet on Monday, May 22, 6:00 pm at SAC, to select long and short term OHC goals, and to implement those goals.
- Chair Carol Vaughn reviewed the results of the 501(c)3 committee meeting. Progress on this initiative will continue through May. Director Doran passed out a list of possible names for the new organization. Commission members will pick three and pass them in at the next regular meeting of the OHC.

NEW BUSINESS:

- Director Doran is working on a schedule for volunteers to act as docents for the Paymaster Building and the Comstock Pioneer Cabin from June 1 through September 16. He and Head Docent Denice Grace will be working with Kiwanis and other community organizations on this important initiative.
- Commissioner Tracey Peltier discussed the Curwood Castle Farmers Market Festival - a partnership between the OHC, Downtown Farmers Market, SAC and the Owosso Amphitheater - leading up to the Moonlight Market on August 3. The schedule was shared and posters were distributed.
- Carol Vaughn was unanimously accepted as the new OHC Chair – SEE ABOVE.
- **UPON THE RECOMMENDATION OF DIRECTOR ROBERT DORAN COMMISSIONER TRACEY PELTIER NOMINATED THE FOLLOWING COMMUNITY LEADERS TO JOIN THE OHC AS EX OFFICIO MEMBERS: SAC DIRECTOR PIPER BREWER, MAYOR OF OWOSSO CHRIS EVELETH, JENIFER MAHONEY & MAIN STREET MANAGER JOSH ADAMS. CHAIR CAROL VAUGHN SECONDED. AYES ALL, MOTION CARRIED.**
- Director Doran facilitated the discussion of setting up a permanent OHC office at the Gould House along with establishing Director hours for the public. He also indicated that the four gardens at the museum required constant tending and attention. Doran has found a local master gardener who charges \$12 per hour and he is going to look into having her re-establish the gardens for the 2017 season. Commissioner Annie Ludington and Sarah Adams indicated that they would like to form a committee to assist with the gardens.
- As a result of our Strategic Planning meeting, the following Committee Structures have been identified:
 - Philanthropy and Giving
 - Governance
 - Finance
 - Exhibitions & Education
 - Facilities
 - Acquisitions & Archiving
 - Marketing & Social Media

The committees, along with committee job descriptions and responsibilities, will be discussed at the meeting on May 22.

CITIZEN COMMENTS:

ADJOURN:

**MINUTES
REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS
CITY OF OWOSSO
MAY 16, 2017 AT 9:30 A.M.
CITY COUNCIL CHAMBERS**

CALL TO ORDER: The meeting was called to order by Chairman Randy Horton at 9:30 a.m.

ROLL CALL: Was taken by Tanya Buckelew.

MEMBERS PRESENT: Chairman Randy Horton, Vice-Chairman Christopher Eveleth, Board Members Thomas Taylor and Kent Telesz and Alternate Matt Grubb.

MEMBERS ABSENT: Secretary Daniel Jozwiak, Alternate John Horvath.

OTHERS PRESENT: Ms. Susan Montenegro, Assistant City Manager and Director of Community Development; Julie Wright and Scott Perrin of Perrin Construction, Kay Reynolds of 439 E. Exchange St., Brett Ruess and Lisa Cantu representing RWI.

AGENDA: IT WAS MOVED BY VICE-CHAIRMAN EVELETH AND SUPPORTED BY ALTERNATE MATT GRUBB TO APPROVE THE AGENDA FOR THE MAY 16, 2017 REGULAR MEETING AS PRESENTED.

YEAS: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY VICE-CHAIRMAN EVELETH AND SUPPORTED BY BOARD MEMBER TAYLOR TO APPROVE THE MINUTES OF JANUARY 11, 2017 AS PRESENTED.

YEAS: ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum
2. ZBA minutes from January 11, 2017
3. Variance request application packet – 439 E. Exchange St.
4. Variance request application packet – 705 McMillan
5. Public notice – 439 E. Exchange St.
6. Public notice – 705 McMillan

COMMISSIONER/PUBLIC COMMENTS: None.

PUBLIC HEARINGS:

1. **439 E. EXCHANGE – VARIANCE – (RESOLUTION)**

Board Member Kent Telesz revealed to the commission that he has a conflict of interest and needs to recuse himself from discussion and voting.

MOTION BY VICE-CHAIR EVELETH AND SUPPORTED BY ALTERNATE MATT GRUBB TO ALLOW BOARD MEMBER KENT TELESZ TO RECUSE HIMSELF FROM THE PUBLIC HEARING REGARDING ANY DISCUSSION AND VOTING REGARDING THE VARIANCE REQUEST FOR 439 E. EXCHANGE ST.

YEAS: ALL. MOTION CARRIED.

Ms. Montenegro stated no comments, letters of concern, phone calls, or emails were received regarding the variance request for 439 E. Exchange St.

1. **VARIANCE REQUEST – 439 E. EXCHANGE ST.**

Ms. Montenegro explained the variance request received from the Reynolds who owns 439 E. Exchange St and the 2 additional lots to the east, 213 N. Oak St. and 443 E. Exchange St. The lot at 213 N. Oak St. is small and nonconforming. The Reynolds are seeking to split 439 E. Exchange St. so that 213 N. Oak St. will have additional backyard space. Ms. Montenegro displayed various pictures of the properties,

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showing markers of before and after the variance/lot split. This variance request is related both to topography and nonconforming in nature.

The applicants have submitted a variance request from the following section(s) of the Zoning Ordinance: Applicant is seeking to reduce the required rear yard setback from 35' to 26'. Section 38-351 – Schedule limiting height, bulk, density and area by zoning district: R-2 zoning designation states the rear yard setback for this zoning designation is 35'.

Mrs. Kay Reynolds read the following request letter:

We are at a point where we need to sell 439 and 443 E. Exchange Street in Owosso, which have belonged to the family for 42 years and 97 years respectively. They are not occupied.

We are requesting that 213 N. Oak St. where we have lived for 42 years, be able to keep a space 32' x 39' in the northwest part of the back yard and that 439 E. Exchange keep the remaining 26'2" x 39' of space. Each yard will have enough space for a storage shed because there are no garages.

The front yard at 439 E. Exchange is 24' from the house to the sidewalk, plus 20' from the sidewalk to the curb, for a total of 44'. The front yard at 213 N. Oak is 7 ½' from the house to the sidewalk, plus 15' from the sidewalk to the curb, for a total of 22 ½'. Thus, the front yard at 439 E. Exchange is about twice the size of the front yard at 213 N. Oak St.

We would appreciate this variance because our yard at 213 N. Oak is very small on all sides: 8' on the north, 7 ½' on the east, 15' on the south, and 16' on the west. The house is 42' long and 22' wide. Our rear yard setback of 16' is nonconforming.

Leo needs to use a ramp, which some men from Grace Bible Church graciously built for us. The ramp takes 8' from the back yard on the west and leaves 8' of grass. Since we cannot get out of the house much, it would be nice to have more of the back yard for a view of nature from our dining and kitchen windows. The house at 439 E. Exchange does not have a view of the back yard. It would also allow us enough space to continue hosting family picnics occasionally. We will have a survey done so that a privacy fence can be installed.

The underlying issue is control. How would you feel about being too close to lifestyle problems? These would include such things as seeing a neighbor's junk, or smelling smoke, or hearing screaming children, barking dogs, loud music, and vulgar language. It would be nice to put more than 16' of distance between yourself and these types of things. By giving each house a fair amount of space to control their environment, it creates a more peaceful neighborhood.

We respectfully request your approval of this variance request. Thank you for your consideration of this unique situation.

AT THIS TIME, CHAIRMAN HORTON OPENED THE PUBLIC HEARING. NO ONE SPOKE.

UPON MOTION OF VICE-CHAIRMAN EVELETH, SECONDED BY ALTERNATE GRUBB, THE PETITION FOR VARIANCE AS APPLIED FOR IS APPROVED AS ALL OF THE FACTS OF FINDING WERE MET AS WELL AS ALL THREE SPECIAL CONDITIONS AS LISTED BELOW.

- A. This is a request for a use variance subject to Section 38-504(3) of the Zoning Ordinance. The applicant must show that a variance meets ALL of the factors expressed in Section 38-504(3) a. 1-9. in order for the variance to be granted.

Factor 1: (Section 38-504(3) a.1.) "Will not be contrary to the public interest or to the intent and purpose of this chapter."

The Board finds that Section 38-504(3) a.1. has been met.

Factor 2: (Section 38-504(3) a.2.) "Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required."

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The Board finds that Section 38-504(3) a.2. has been met.

Factor 3: (Section 38-504(3) a.3.) "Is one that is unique and not shared with other property owners."

The Board finds that Section 38-504(3) a.3. has been met.

Factor 4: (Section 38-504(3) a.4.) "Will relate only to property that is under control of the applicant."

The Board finds that Section 38-504(3) a.4. has been met.

Factor 5: (Section 38-504(3) a.5.) "Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome."

The Board finds that Section 38-504(3) a.5. has been met.

Factor 6: (Section 38-504(3) a.6.) "Was not created by action of the applicant (i.e., that it was not self-created.)"

The Board finds that Section 38-504(3) a.6. has been met.

Factor 7: (Section 38-504(3) a.7.) "Will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets or increase the danger of fire or endanger the public safety."

The Board finds that Section 38-504(3) a.7. has been met.

Factor 8: (Section 38-504(3) a.8.) "Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district in which the property of the applicant is located."

The Board finds that Section 38-504(3) a.8. has been met.

Factor 9: (Section 38-504(3) a.9.) "Is applicable whether a grant of the variance applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners."

The Board finds that Section 38-504(3) a.9. has been met.

B. Special Conditions. When all of the foregoing basic conditions can be satisfied, a variance may be granted when any one (1) of the following special conditions can be clearly demonstrated:

1. "Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic, but shall be evaluated in terms of the use of a particular parcel of land."
2. "Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district."
3. "Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district."

The Board finds that Section 38-504(3) b.1. has been met.
The Board finds that Section 38-504(3) b.2. has been met.
The Board finds that Section 38-504(3) b.3. has been met.

ROLL CALL VOTE WAS TAKEN:

AYES: VICE-CHAIRMAN EVELETH, ALTERNATE GRUBB, BOARD MEMBER
TAYLOR, CHAIRMAN HORTON.
NAYS: NONE.
RECUSED: BOARD MEMBER TELESZ
ABSENT: BOARD MEMBER JOZWIAK, ALTERNATE HORVATH.

2. 705 MCMILLAN – VARIANCE (RESOLUTION)

Ms. Montenegro stated no comments, letters of concern, phone calls, or emails were received regarding the variance request for 705 McMillan St.

1. VARIANCE REQUEST – 705 MCMILLIAN ST.

Ms. Montenegro explained the variance request received from RWI Manufacturing. The variance request is to allow for an addition to the current existing industrial facility.

Scott Perrin, Perrin Construction, reviewed the site plan with the board members. The proposed addition would double the size of the existing building and add 2 crane bays. Additional parking needs and the re-grade of the retention pond were discussed.

It was also discussed and noted that RWI and Tri Mer have the same owners and own the property to the north and south of 705 McMillan.

The applicants have submitted a variance request from the following section(s) of the Zoning Ordinance: Applicant is seeking to reduce the required rear yard setback from 35' to 15' to allow for the expansion of the current manufacturing facility. Section 38-351 – Schedule limiting height, bulk, density and area by zoning district: I-2 zoning designation states the side yard setback for this zoning designation is 35'.

AT THIS TIME, CHAIRMAN HORTON OPENED THE PUBLIC HEARING.

Board Member Telesz spoke of setting precedent with this variance for other industrial areas within the City. As pertaining to Factor 6 “Was not created by action of the applicant” as Board Member Telesz feels this was created by action of the applicant. As more requests could come forth and this board would potentially have to approve such requests.

Discussion on allowing this exception due to the uniqueness of this situation, as the properties are owned by the same owners.

UPON MOTION OF VICE-CHAIRMAN EVELETH, SECONDED BY BOARD MEMBER TAYLOR, THE PETITION FOR VARIANCE AS APPLIED FOR IS APPROVED AS ALL OF THE FACTS OF FINDING WERE MET AS WELL AS ONE OF THE THREE SPECIAL CONDITIONS AS LISTED BELOW.

- B. This is a request for a use variance subject to Section 38-504(3) of the Zoning Ordinance. The applicant must show that a variance meets ALL of the factors expressed in Section 38-504(3) a. 1-9. in order for the variance to be granted.

Factor 1: (Section 38-504(3) a.1.) “Will not be contrary to the public interest or to the intent and purpose of this chapter.”

The Board finds that Section 38-504(3) a.1. has been met.

Factor 2: (Section 38-504(3) a.2.) “Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required.”

The Board finds that Section 38-504(3) a.2. has been met.

Factor 3: (Section 38-504(3) a.3.) “Is one that is unique and not shared with other property owners.”

The Board finds that Section 38-504(3) a.3. has been met.

Factor 4: (Section 38-504(3) a.4.) “Will relate only to property that is under control of the applicant.”

The Board finds that Section 38-504(3) a.4. has been met.

Factor 5: (Section 38-504(3) a.5.) “Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.”

The Board finds that Section 38-504(3) a.5. has been met.

Factor 6: (Section 38-504(3) a.6.) “Was not created by action of the applicant (i.e., that it was not self-created.)

The Board finds that Section 38-504(3) a.6. has been met for the following reasons:

**Due to the uniqueness of this variance as 705 McMillan
and adjacent properties to the north and to the south are mutually owned.**

Factor 7: (Section 38-504(3) a.7.) “Will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets or increase the danger of fire or endanger the public safety.”

The Board finds that Section 38-504(3) a.7. has been met.

Factor 8: (Section 38-504(3) a.8.) “Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district in which the property of the applicant is located.”

The Board finds that Section 38-504(3) a.8. has been met.

Factor 9: (Section 38-504(3) a.9.) “Is applicable whether a grant of the variance applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.”

The Board finds that Section 38-504(3) a.9. has been met.

B. Special Conditions. When all of the foregoing basic conditions can be satisfied, a variance may be granted when any one (1) of the following special conditions can be clearly demonstrated:

1. “Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic, but shall be evaluated in terms of the use of a particular parcel of land.”
2. “Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the

property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district.”

3. “Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.”

The Board finds that Section 38-504(3) b.2. has been met.

ROLL CALL VOTE WAS TAKEN:

AYES: ALTERNATE GRUBB, BOARD MEMBER TAYLOR, BOARD MEMBER TELESZ, VICE-CHAIRMAN EVELETH, CHAIRMAN HORTON.

NAYS: NONE.

ABSENT: BOARD MEMBER JOZWIAK, ALTERNATE HORVATH.

BUSINESS ITEMS: None

COMMISSIONER/PUBLIC COMMENTS: None.

ADJOURNMENT:

MOTION BY BOARD MEMBER TELESZ AND SUPPORTED BY ALTERNATE GRUBB TO ADJOURN AT 10:20 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, JUNE 20, 2017, IF ANY REQUESTS ARE RECEIVED.

YEAS: ALL. MOTION CARRIED.

Dan Jozwiak, Secretary

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY, MAY 22, 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: Chairman Bill Wascher, Vice-Chair Craig Weaver, Secretary Janae Fear, Commissioners Tom Cook, Dan Law, Brent Smith.

MEMBERS ABSENT: Commissioners Michelle Collison, Frank Livingston, Tom Taylor

OTHERS PRESENT: Scott Perrin, Julie Wright (Perrin Construction), Susan Montenegro, Assistant City Manager/Director of Community Development, Lisa Cantu – RWI, Craig Rugnik – Spicer Group and Paul Cook – Wolverine Signs

APPROVAL OF AGENDA:
MOTION BY COMMISSIONER COOK, SUPPORTED BY COMMISSIONER SMITH TO APPROVE THE AGENDA FOR MAY 22, 2017.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:
MOTION BY COMMISSIONER LAW SUPPORTED BY COMMISSIONER SMITH TO APPROVE THE MINUTES FOR THE APRIL 24, 2017 MEETING.

YEAS ALL. MOTION CARRIED.

COMMUNICATIONS:

1. Staff memorandum.
2. PC minutes from April 24, 2017.
3. Site plan application and materials for 705 McMillan Street (RWI)
4. Sign Ordinance – revised language
5. Public Workshop notice to repeal and replace the current sign ordinance

COMMISSIONER/PUBLIC COMMENTS

None.

PUBLIC WORKSHOP:

1. Current sign ordinance repeal and replacement – No Public Comment
Home occupation signs were discussed regarding placement and lighting of the signs. Add the wording to the proposed sign ordinance on page 12, Sec. 26-21 – Specific sign standards, under Home Occupations “as allowed and defined in Section 38-394 of the Zoning Ordinance.”
Closed Public Workshop

SITE PLAN REVIEW:

1. 705 McMillan Street – RWI Parcel # 050-010-008-002-00
RWI applied to the Owosso Zoning Board of Appeals (ZBA) for a dimensional variance to reduce the required 30' side yard setback to 15' to allow for the expansion citing hardship due to the size of the lot. The variance was approved by the ZBA at their May 16, 2017 meeting.

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

Building:

1. New reinforced concrete parking area to include (1) one Barrier Free Space at entry.
2. Site plan/building elevation drawings do not include information as to show how the roof water or foundation drain water is to be handled; most likely will be drained through means of underground drains with connection to underground storm. This information is needed at this time and should be shown on the site plan. And will be further necessary as part of the Building Permit Application.

Utilities & Engineering:

1. No new utility needs are identified; no comment.
2. Proposed internal storm sewer system is satisfactory
3. Observation: Proposed building drawing is simple; does not identify roof drains; if plans include roof drainage, then should be controlled and connected underground to the proposed storm sewer; final comment regarding need for roof drains are left with the building official.
4. Observation: The plans do not show foundation drains: again, final comment left with the building official.
5. Proposed driveway culvert is satisfactory for given situation. Any ditch cleanout necessary to accommodate this change should be done by the developer.

Perrin Construction was present to discuss the addition of a 20,000 square foot addition to the current location on the south end. This addition will be a pre-engineered steel building to match the present building, with 2 crane bays. Lighting will be on the exterior walls, not poles. Drainage would lead to underground drains leading to the retention pond.

Parking was discussed and shown on the plans; they are 19 short on parking spaces, as per the calculated floor space of the Zoning Ordinance. As this building is used more for storage, not additional office/employee space, the additional parking spaces would not be needed.

MOTION BY COMMISSIONER COOK, SUPPORTED BY VICE-CHAIR WEAVER TO APPROVE THE SITE PLAN AT 705 MCMILLAN STREET, PARCEL # 050-010-008-002-00 AS APPLIED AND ATTACHED HERETO IN PLANS DATED APRIL 27, 2017, WITH THE CONDITION ON THE PARKING REQUIREMENTS THAT IT IS APPROVED PENDING ZBA GRANTING A VARIANCE.

ROLL CALL VOTE:

AYES: COMMISSIONERS COOK, FEAR, LAW, SMITH, VICE-CHAIR WEAVER AND CHAIRPERSON WASCHER.

NAYS: NONE

MOTION PASSED

BUSINESS ITEMS:

1. Sign ordinance revisions. Determine if the proposed sign ordinance is complete in its revisions and is ready to go to city council. At this time, Commissioner Cook abstained from voting.

MOTION BY VICE-CHAIR WEAVER, SUPPORTED BY COMMISSIONER FEAR TO HEREBY APPROVE CHANGES REPEALING AND REPLACING CHAPTER 26, SIGNS, OF THE OWOSSO CODE OF ORDINANCE AND MOVES TO SEND THE ORDINANCE AMENDMENT RECOMMENDATION TO THE OWOSSO CITY COUNCIL.

ROLL CALL VOTE:

AYES: COMMISSIONERS FEAR, LAW, SMITH, VICE-CHAIR WEAVER AND CHAIRMAN WASCHER.

NAYS: NONE

MOTION PASSED.

Ms. Montenegro thanked the Board for their hard work and dedication to the time spent on the sing ordinance.

It was requested that storm drains and retention ponds be shown in the site plans.

ITEMS OF DISCUSSION:

There will be a webinar on Zoning and Planning Commissions on Wednesday May 24, 2017 from 1p – 230p.

COMMISSIONER/PUBLIC COMMENT:

ADJOURNMENT:

MOTION BY COMMISSIONER COOK, SUPPORTED BY COMMISSIONER SMITH TO ADJOURN AT 7:25 P.M. UNTIL THE NEXT MEETING ON JUNE 19, 2017.

YEAS ALL, MOTION CARRIED.

Janae L. Fear, Secretary

tsb

**PARKS AND RECREATION COMMISSION
REGULAR MEETING
TUESDAY, MAY 23, 2017 – 7:30 p.m.
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867**

The meeting was canceled.