

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JANUARY 16, 2018
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 JANUARY 2, 2018:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. 2015 International Property Maintenance Code Adoption. Conduct a public hearing to receive citizen comment regarding the proposal to amend Sections 8-141 & 142 of Article VI, *Property Maintenance Code*, of Chapter 8, Buildings and Building Regulations, of the Code of Ordinances of the City of Owosso to adopt the 2015 International Property Maintenance Code and replace former editions.
2. 2015 International Fire Code Adoption. Conduct a public hearing to receive citizen comment regarding the proposal to amend Section 13-7, *Flammable liquids regulations*, and Section 13-36, *Code adopted*, of Chapter 13, Fire Prevention and Protection, of the Code of Ordinances of the City of Owosso to adopt the 2015 International Fire Code and replace former editions.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Special Assessment District No. 2018-09. Authorize Resolution No. 1 for Special Assessment District No. 2018-09 for Gould Street from Monroe Street to Corunna Avenue for street resurfacing, McMillan Avenue from Monroe Street to South Street for street reconstruction, and Monroe Street from Gould Street to McMillan Avenue for street reconstruction.
2. Traffic Control Order No. 1389. Approve Traffic Control Order No. 1389 for the installation of two stop signs at the intersection of Monroe Street and Gould Street for eastbound and westbound traffic after reconstruction of the intersection is completed in August 2018.
3. Change Order No. 2 – Real Estate Broker Services. Authorize Change Order No. 2 to the contract with Looking Grand, Inc. d/b/a/Century 21 Looking Glass for the Provision of Real Estate Broker Services for City-owned Lots in Osburn Lakes, Phase 1, extending the term of the agreement until December 31, 2019.
4. MDOT Cost Agreement No. 17-5520 for Oliver Street Reconstruction, Phase 2. Authorize execution of MDOT Cost Agreement No. 17-5520 for the reconstruction of Oliver Street from Oak Street to Gould Street.
5. Warrant No. 554. Authorize Warrant No. 554 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund payment-10/1/17-12/31/17	Water	\$22,272.41
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement-10/1/17-12/31/17	Water	\$10,522.21

6. Check Register – December 2017. Affirm check disbursements totaling \$1,292,378.54 for December 2017.

ITEMS OF BUSINESS

1. 5th Monday Meeting Agenda. Determine the agenda for 5th Monday meeting scheduled for January 29, 2018.

COMMUNICATIONS

1. T. Peltier, Historical Commission. Letter of Resignation.
2. N. Bradley Hissong, Building Official. December 2017 Building Department Report.
3. N. Bradley Hissong Building Official. December 2017 Code Violations Report.
4. Kevin D. Lenkart, Public Safety Director. December 2017 Police Report.
5. Kevin D. Lenkart, Public Safety Director. December 2017 Fire Report.
6. Downtown Development Authority/Main Street. Minutes of December 6, 2017.
7. Parks & Recreation Commission. Minutes of December 27, 2017.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Saturday, January 20, 2018, 10:00 a.m. – City Manager Interviews
Monday, January 29, 2018, 7:30 p.m. – 5th Monday Meeting
Monday, February 05, 2018, 7:30 p.m. – Regular Meeting

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2019
Brownfield Redevelopment Authority/LDFA – term expires June 30, 2018
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, 2018
Historical Commission – term expires December 31, 2019
Historical Commission – term expires December 31, 2020

ADJOURNMENT

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF JANUARY 2, 2018
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: REVEREND RAY STRAWSER
MEMORIAL HEALTHCARE CHAPLAIN

PLEDGE OF ALLEGIANCE: EDDIE URBAN

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

ABSENT: Councilmember Loreen F. Bailey.

APPROVE AGENDA

Motion by Councilmember Fox to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 18, 2017

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of December 18, 2017 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

CDBG Grant Application – 2017-18 Façade Grant Project

A public hearing was conducted to receive citizen comment regarding the proposal to apply for CDBG grant funding for the 2017-18 Façade Grant Project in the amount of \$442,907.00, designate the Mayor as the certifying officer, and commit the City to a \$12,500.00 match.

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

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Councilmember Fox that the following resolution be adopted:

RESOLUTION NO. 01-2018

**A RESOLUTION TO APPROVE THE FINAL CDBG GRANT APPLICATION AND
DESIGNATE A CERTIFYING OFFICER**

FOR THE 2017-18 OWOSSO FAÇADE PROJECT

WHEREAS, the City of Owosso recognizes the importance of its downtown as it relates to the economic and cultural development of the community, as well as the overall quality of life; and

WHEREAS, the Owosso Master Plan indicates that investment in the downtown structures so that they can sustain modern economic and residential functions in the new economy is essential to the community's future; and

WHEREAS, the Owosso Downtown Development Authority/Main Street Board has been working with city staff to secure façade designs and a Community Development Block Grant towards assisting building owners in the downtown towards such ends; and

WHEREAS, five properties have been selected by state and local processes for inclusion in an application to receive façade grant support from the Michigan Economic Development Corporation, with such properties listed as follows:

114 N. Washington Street
115 N. Washington Street
116 N. Washington Street
114 W. Main Street (both front and rear facades)
216 & 218 W. Main Street (both front and rear facades)

WHEREAS, the beneficiaries of this project would include all residents in the community, and the city has been identified as being greater than 51% low and moderate income persons; and

WHEREAS, the total project cost of the project is \$898,314, with \$442,907 requested from the MEDC, \$442,907 expected to be supported by the said property owners, and \$12,500 to be provided by the City of Owosso as outlined in the grant application; and

WHEREAS, this plan is consistent with the community's development plans as outlined in the grant application; and

WHEREAS, city staff is currently completing the Part 2 Application, the environmental review, and other required elements of the CDBG application process; and

WHEREAS, a public hearing was held on this project on Tuesday, January 2, 2018 in which no comments were received; and

WHEREAS, no project costs (CDBG or non-CDBG) can be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the city's CDBG Project Manager.

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 authorize city staff to submit the completed Part 2 Application for façade improvements to the MEDC and further commits to funding the project in the amount of \$12,500.

SECOND: The same council hereby designates Mayor Christopher T. Eveleth as the certifying officer and authorizes him to sign and execute the Part 2 Application and all attachments, as well as the grant agreement and payment requests.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Bailey.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, inquired how to find Council member information for after-hours calls.

Mayor Eveleth said the first New Year's Eve Ball Drop event was awesome. He estimated several hundred people attended and it was a great display of community. He thanked those that put the event together. Mayor Pro-Tem Osika said it was really nice to see all the stores open that night. Councilmember Greenway said she watched the fireworks from her house.

CITY MANAGER REPORT

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

Councilmember Fox expressed frustration that lots in the Osburn Lakes subdivision were not being sold faster. He suggested maybe finding a new developer that would buy all the lots and put them back on the tax roll. Councilmember Teich spoke up saying there may be a perception out there that building a home is required within a certain amount of time.

CONSENT AGENDA

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

OHM Contract Services Amendment – Stormwater Geodatabase Development. Approve Amendment No. 1 to Addendum No. 6, GIS Database Maintenance Services, of the contract for Asset Management Program Development with OHM Advisors for the development of a stormwater geodatabase and collection system map in the amount of \$100,736.00, and further approve payment to the engineer upon satisfactory completion of the work or a portion thereof as detailed below:

RESOLUTION NO. 02-2018

AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1, STORMWATER GEODATABASE DEVELOPMENT, TO ADDENDUM NO. 6, GIS DATABASE MAPPING & MAINTENANCE SERVICES, TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has budgeted funds for the development of a Stormwater Geodatabase and Mapping System; and

WHEREAS, the existing stormwater collection system map is obsolete and insufficient for regulatory compliance and maintenance management use, and OHM Advisors has provided a proposal for the development of a stormwater geodatabase and collection system map at a cost of \$100,736.00, and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal provided by OHM Advisors, and has determined that these services are necessary for regulatory compliance and collection system maintenance management, and recommends authorizing OHM Advisors to provide these database and mapping services in the amount of \$100,736.00.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into an agreement with OHM Advisors for development of a stormwater geodatabase and collections system map, formalized in Amendment No. 1 to Addendum No. 6, GIS Database Mapping & Maintenance Services, of the contract for Asset Management Plan Development.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors in the amount of \$100,736.00, for these stormwater database development services.
- THIRD: The above expenses shall be paid from the following accounts: 202/203-463-818.000, 101-441-831.000 and 590-549-818.000.

First Reading & Set Public Hearing - 2015 International Property Maintenance Code Adoption.

Conduct first reading and set a public hearing for Tuesday, January 16, 2018 to receive citizen comment regarding the proposal to amend Sections 8-141 & 142 of Article VI, *Property Maintenance Code*, of Chapter 8, Buildings and Building Regulations, of the Code of Ordinances of the City of Owosso to adopt the 2015 International Property Maintenance Code and replace former editions as follows:

RESOLUTION NO. 03-2018

**SETTING A PUBLIC HEARING FOR AN ORDINANCE ADOPTING
THE INTERNATIONAL PROPERTY MAINTENANCE CODE (2015)**

WHEREAS the city of Owosso, Michigan (city) desires to enhance the protection of life and property in the City by regulating the condition and maintenance of properties within the city by providing the standards and requirements for utilities, facilities and physical conditions essential to ensure that such structures are safe, sanitary and fit for occupation, and by providing for issuance of permits and collection of fees and permits as may be required; and

WHEREAS the *International Property Maintenance Code* (2015) is a comprehensive uniform code that provides standards and requirements for safe and sanitary conditions of residential structures; and

WHEREAS the city finds that the standards and requirements of *International Property Maintenance Code* are suitable for properties in the city; and

WHEREAS the *International Property Maintenance Code* (2015) coordinates well with existing codes applicable to the city, including the *Michigan Residential, Building, Plumbing, and Mechanical Code*, the *State Electrical Code*, and the *International Fire Code*, and is intended to be consistent with existing ordinances; and

WHEREAS the city desires to repeal all other ordinances or parts of ordinances conflicting with this ordinance.

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

SECTION 1. REPLACE. That Sec. 8-141, International Property Maintenance Code, of Chapter 8, Buildings and Building Regulations, Article VI, *Property Maintenance Code*, shall be amended to replace "*International Property Maintenance Code, 2009*" with "*International Property Maintenance Code, 2015*".

SECTION 2. REPLACE. That Sec. 8-142, Changes in Code, shall be amended to replace “*International Property Maintenance Code, 2009*” with “*International Property Maintenance Code, 2015*”.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 4. PUBLIC HEARING. A public hearing is set for Tuesday, January 16, 2018 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendment to Chapter 8, Buildings and Building Regulations, of the Code of Ordinances of the City of Owosso.

SECTION 5. 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 6. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.

First Reading & Set Public Hearing - 2015 International Fire Code Adoption. Conduct first reading and set a public hearing for Tuesday, January 16, 2018 to receive citizen comment regarding the proposal to amend Section 13-7, *Flammable liquids regulations*, and Section 13-36, *Code adopted*, of Chapter 13, Fire Prevention and Protection, of the Code of Ordinances of the City of Owosso to adopt the 2015 International Fire Code and replace former editions as detailed:

RESOLUTION NO. 04-2018

SETTING A PUBLIC HEARING FOR AN ORDINANCE ADOPTING THE INTERNATIONAL FIRE CODE (2015)

WHEREAS the city of Owosso, Michigan (city) desires to enhance the protection of life and property in the City by regulating the condition and maintenance of properties from fire and explosion within the city by providing the standards and requirements; and

WHEREAS the *International Fire Code (2015)* is a comprehensive uniform code that provides standards and requirements for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises; and

WHEREAS the city finds that the standards and requirements of *International Fire Code* are suitable for properties in the city; and

WHEREAS the *International Fire (2015)* coordinates well with existing codes applicable to the city, including the *Michigan Residential, Building, Plumbing, and Mechanical Code*, the *State Electrical Code*, and the *International Property Maintenance Code*, and is intended to be consistent with existing ordinances; and

WHEREAS the city desires to repeal all other ordinances or parts of ordinances conflicting with this ordinance.

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

SECTION 1. AMENDMENT. That Sec. 13-7, Flammable liquids regulations, of Article I, *In General*, of Chapter 13, Fire Prevention and Protection, shall amended to read as follows:

The use, storage and processing of flammable liquids shall conform to the flammable liquids regulations of the state fire marshal, adopted November 29, 1955, effective February 15, 1956 **and the current rules and regulations issued by the Michigan Department of Licensing and Regulatory Affairs**. Any person violating any of said regulations or failing to comply therewith, shall be guilty of a violation of this Code.

SECTION 2. REPLACE. That Sec. 13-36, Code adopted, of Article II, *Fire Prevention Code*, of Chapter 13, *Fire Prevention and Protection*, shall be amended to replace "*International Fire Code, 2000 Edition*" with "*International Fire Code, 2015 Edition*".

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 4. PUBLIC HEARING. A public hearing is set for Tuesday, January 16, 2018 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendment to Chapter 8, Buildings and Building Regulations, of the Code of Ordinances of the City of Owosso.

SECTION 5. 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 6. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.

Motion supported by Councilmember Greenway.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Bailey.

ITEMS OF BUSINESS

Set Special Meeting

Councilmember Fox sought clarification as to what the format for the interviews would be. Mayor Eveleth indicated that each Councilmember would be allowed to ask questions of the candidates until they were content.

Motion by Councilmember Teich to set a special meeting for Saturday, January 20, 2018 at 10:00 a.m. for the purpose of conducting second interviews for the City Manager position.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Bailey.

COMMUNICATIONS

Historical Commission. Minutes of December 18, 2017.
Planning Commission. Minutes of December 11, 2017.
J. Steele-Elkins, Historical Commission. Letter of Resignation.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, said the New Year's Eve Ball Drop event was very nice and lifted his spirits.

Mayor Eveleth reminded everyone that he will not be present for the January 16th meeting as he will be in Arizona.

Councilmember Greenway, liaison to the Historical Commission, explained to the Council that the Commission just wants to understand exactly how the painting restorations are being paid for.

NEXT MEETING

Tuesday, January 16, 2018

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2019
Brownfield Redevelopment Authority/LDFA – term expires June 30, 2018
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
Historical Commission – term expires December 31, 2020

ADJOURNMENT

Motion by Councilmember Teich for adjournment at 8:05 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

ORDINANCE NO.

**AN ORDINANCE ADOPTING
THE INTERNATIONAL PROPERTY MAINTENANCE CODE (2015)**

WHEREAS the city of Owosso, Michigan (city) desires to enhance the protection of life and property in the City by regulating the condition and maintenance of properties within the city by providing the standards and requirements for utilities, facilities and physical conditions essential to ensure that such structures are safe, sanitary and fit for occupation, and by providing for issuance of permits and collection of fees and permits as may be required; and

WHEREAS the *International Property Maintenance Code* (2015) is a comprehensive uniform code that provides standards and requirements for safe and sanitary conditions of residential structures; and

WHEREAS the city finds that the standards and requirements of *International Property Maintenance Code* are suitable for properties in the city; and

WHEREAS the *International Property Maintenance Code* (2015) coordinates well with existing codes applicable to the city, including the *Michigan Residential, Building, Plumbing, and Mechanical Code*, the *State Electrical Code*, and the *International Fire Code*, and is intended to be consistent with existing ordinances; and

WHEREAS the city desires to repeal all other ordinances or parts of ordinances conflicting with this ordinance.

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

SECTION 1. REPLACE. That Sec. 8-141, International Property Maintenance Code, of Chapter 8, Buildings and Building Regulations, Article VI, Property Maintenance Code, shall be amended to replace "*International Property Maintenance Code, 2009*" with "*International Property Maintenance Code, 2015*".

SECTION 2. REPLACE. That Sec. 8-142, Changes in Code, shall be amended to replace "*International Property Maintenance Code, 2009*" with "*International Property Maintenance Code, 2015*".

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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 February 5, 2018.

ORDINANCE NO.

**AN ORDINANCE ADOPTING
THE INTERNATIONAL FIRE CODE (2015)**

WHEREAS the city of Owosso, Michigan (city) desires to enhance the protection of life and property in the City by regulating the condition and maintenance of properties from fire and explosion within the city by providing the standards and requirements; and

WHEREAS the *International Fire Code* (2015) is a comprehensive uniform code that provides standards and requirements for the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises; and

WHEREAS the city finds that the standards and requirements of *International Fire Code* are suitable for properties in the city; and

WHEREAS the *International Fire* (2015) coordinates well with existing codes applicable to the city, including the *Michigan Residential, Building, Plumbing, and Mechanical Code*, the *State Electrical Code*, and the *International Property Maintenance Code*, and is intended to be consistent with existing ordinances; and

WHEREAS the city desires to repeal all other ordinances or parts of ordinances conflicting with this ordinance.

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

SECTION 1. AMENDMENT. That Sec. 13-7, Flammable liquids regulations, of Article I, *In General*, of Chapter 13, Fire Prevention and Protection, shall amended to read as follows:

The use, storage and processing of flammable liquids shall conform to the flammable liquids regulations of the state fire marshal, and the current rules and regulations issued by the Michigan Department of Licensing and Regulatory Affairs. Any person violating any of said regulations or failing to comply therewith, shall be guilty of a violation of this Code.

SECTION 2. REPLACE. That Sec. 13-36, Code adopted, of Article II, *Fire Prevention Code*, of Chapter 13, Fire Prevention and Protection, shall be amended to replace "*International Fire Code, 2000 Edition*" with "*International Fire Code, 2015 Edition*".

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

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 February 5, 2018.



MEMORANDUM

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

DATE: January 09, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Industrial Park Connector – Special Assessment Resolution No. 1

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction and or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment district, 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 scheduled to approve Resolution No.1 at its regular meeting on **January 16, 2018**.

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

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

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

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

Tonight the council will be considering Resolution No. 1 for the proposed district as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item.

Staff recommends authorization of Resolution No. 1 for the following proposed project streets:

Gould Street: from Monroe Street to Corunna Avenue	street resurfacing
Monroe Street: from Gould Street McMillan Avenue	street reconstruction
McMillan Avenue: from Monroe Street to South Street	street reconstruction

Resolution No. 2 will be introduced at a later time when the plans and estimates for this project have been completed.

RESOLUTION NO.

Special Assessment Resolution No. 1 for Gould Street, Monroe Street, and McMillan Avenue.

Special Assessment District No. 2018-09 to include the following streets:

- Gould Street from Monroe Street to Corunna Avenue
- Monroe Street from Gould Street to McMillan Avenue
- McMillan Avenue from Monroe Street to South Street

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

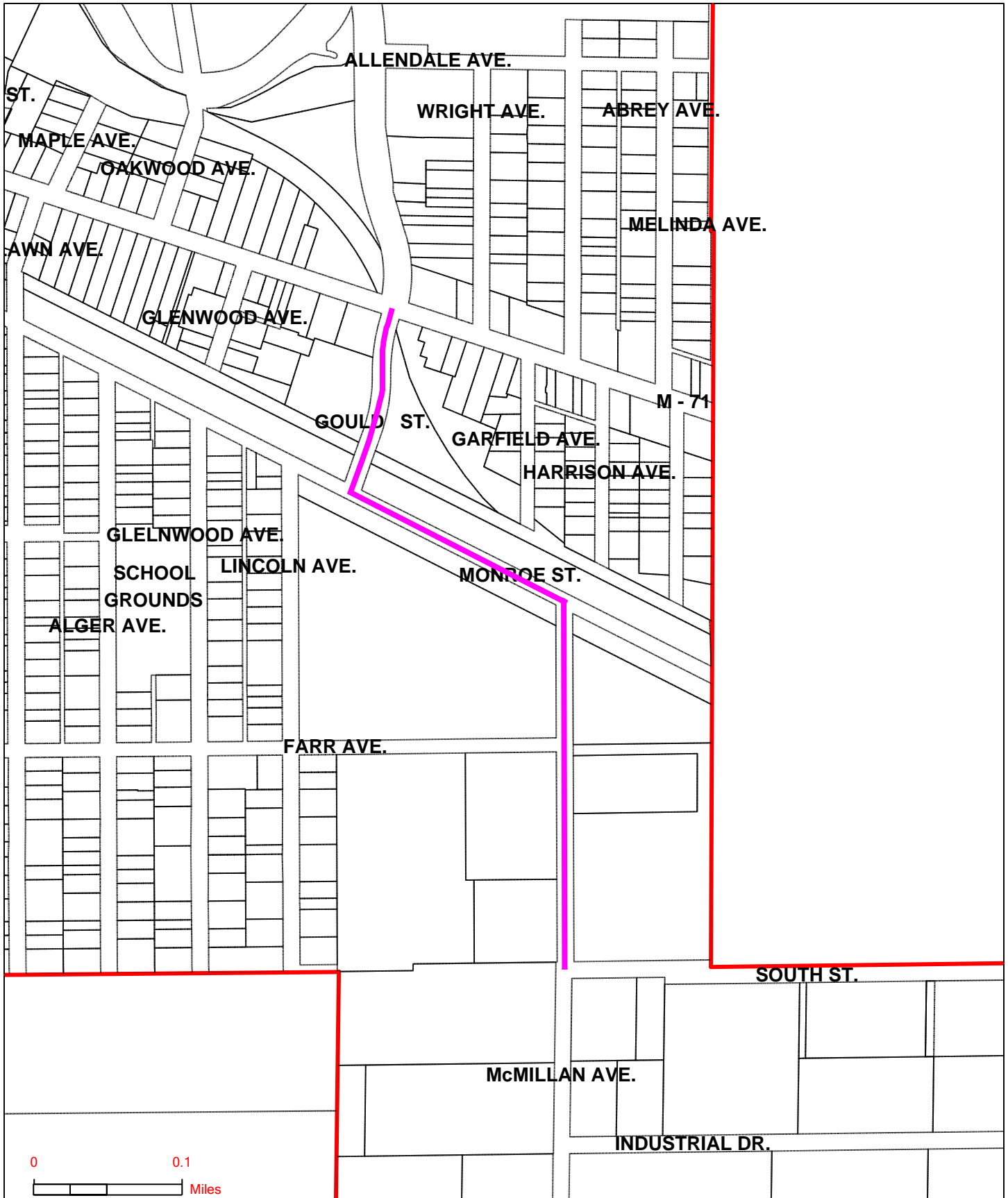
- **Gould Street from Monroe Street to Corunna Avenue – Street Resurfacing**
- **Monroe Street from Gould Street to McMillan Avenue – Street Reconstruction**
- **McMillan Avenue from Monroe Street to South Street – Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

OWOSSO





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

MEMORANDUM

DATE: January 3, 2018

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1389

The intersection of Monroe Street and Gould Street will require new traffic control signs upon completion of construction on August 27, 2018. (Estimated Time)

The new Traffic Control Order will accomplish two things:

1. Abolish all current Traffic Control Orders for this intersection.
2. Authorize one (1) stop sign on Monroe Street at Gould Street for Eastbound traffic and one (1) stop sign for Westbound traffic.

The Public Safety Department recommends approval of Traffic Control Order No. 1389.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1389

1/3/17

2:00 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Stop Signs

LOCATION OF CONTROL

Monroe Street and Gould Street intersection

DATE:

Upon completion of construction on August 27, 2018 (estimated).

TRAFFIC CONTROL:

Establish one (1) stop sign on Monroe Street at Gould Street for eastbound traffic and one stop sign for westbound traffic.

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



MEMORANDUM

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

DATE: January 9, 2018

TO: City Council

FROM: Donald D. Crawford, city manager

SUBJECT: AMENDMENT TWO TO A CONTRACT WITH LOOKING GRAND, INC. D/B/A CENTURY 21 LOOKING GLASS FOR PROVIDING REAL ESTATE BROKER SERVICES FOR CITY-OWNED LOTS IN OSBURN LAKES PHASE 1 BY EXTENDING THE TERM

RECOMMENDATION:

That the resolution be approved extending the contract for 24 months.

BACKGROUND:

In 2014 the city sought and received proposals from relators to sell city owned property in the Osburn Lakes development. A city council committee selected Looking Grand, Inc. d/b/a Century 21 Looking Glass to market the property and a contract was entered into on January 5, 2015. The contract was extended until December 2017.

The firm has done as well as can be expected in selling lots under the market conditions and with the covenants that exist on the lots. The lots are priced at a reasonable rate and will sell when the market is right.

FISCAL IMPACTS:

Payment is made from closing proceeds when a property sells.

RESOLUTION NO.

**AMENDMENT NO. 2 TO A CONTRACT WITH
LOOKING GRAND, INC. D/B/A CENTURY 21 LOOKING GLASS
FOR THE PROVISION OF REAL ESTATE BROKER SERVICES
FOR CITY-OWNED LOTS IN OSBURN LAKES PHASE 1 BY EXTENDING THE TERM**

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

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

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

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to extend the agreement with Looking Grand, Inc. d/b/a Century 21 Looking Glass for the period of January 1, 2018 through December 31, 2019.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document amending the Contract for Services between the City of Owosso, Michigan and Looking Grand, Inc. d/b/a Century 21 Looking Glass.

**AMENDMENT NO. 2 TO
A CONTRACT FOR SERVICES WITH
LOOKING GRAND, INC. D/B/A CENTURY 21 LOOKING GLASS
FOR THE PROVISION OF REAL ESTATE BROKER SERVICES
FOR CITY-OWNED LOTS IN OSBURN LAKES PHASE 1**

This amendment is attached and made part of the contract for services between the city of Owosso, Michigan (City) and Looking Grand, Inc. d/b/a Century 21 Looking Glass (Broker) for real estate broker services for City-owned lots in the Osburn Lakes Subdivision, Phase 1, authorized by City Council January 21, 2015.

**REAL ESTATE BROKER SERVICES FOR CITY-OWNED LOTS IN
THE OSBURN LAKES SUBDIVISION, PHASE 1**

Section 1 of the contract shall be amended to read as follows, and no further changes shall be made to the contract:

1. Term

The city hereby grants to broker, who shall not be considered a city employee, the sole and exclusive right for a period of twenty-four (24) months from January 1, 2018 to market and sell the properties. At the end of the term, the parties shall engage in any and all actions as necessary to "wind up" any and all then pending transactions under this agreement or the agreement may be extended.

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

For the Broker:

By: _____

Its: _____

By: _____

Its: _____

Executed: _____, 2018

For the City:

By: _____

Christopher T. Eveleth, Mayor

By: _____

Amy K. Kirkland, City Clerk

Executed: _____, 2018



MEMORANDUM

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

DATE: January 9, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Cost Agreement between MDOT and city of Owosso for Phase II road improvements along Oliver Street from Oak Street easterly to Gould Street

RECOMMENDATION:

Approval of MDOT Cost Agreement No. 17-5520 for the proposed road improvements along Oliver Street from Oak Street easterly to Gould Street.

BACKGROUND:

On June 5, 2017, City Council approved city staff recommendation to make application to MDOT for Federal Small Urban Program Funds, in the form of Advance Construction, for the proposed reconstruction of Oliver Street from Oak Street to Gould Street. The state of Michigan offers these funds for improvements along eligible roads of the National Functional Classification Road System, such as Oliver Street. 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 available, in accordance with the agreement.

FISCAL IMPACTS:

The total estimated cost for this project is \$1,254,984.85 and of that amount, Federal Small Urban Program Funds will pay \$375,000.00. The City's estimated share is \$879,984.85. 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 appropriate.

Attachments: (1) Resolution
(2) MDOT Cost Agreement

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF MDOT COST AGREEMENT FOR PHASE II ROAD IMPROVEMENTS OF OLIVER STREET FROM OAK STREET EASTERLY TO GOULD STREET

WHEREAS, Oliver Street, from Oak Street to Gould Street, is a part of the National Functional Classification Road 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, the City has applied for, and is now approved to receive, Federal Small Urban Program Funds, in the form of advance Construction, to assist in road improvements of this road; and

WHEREAS, after review, city staff recommends approval of MDOT Cost Agreement No. 17-5520 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 adopt a resolution indicating its willingness to participate in the road improvements of Oliver Street as set forth in the agreement.

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

FIRST: The city of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve MDOT Contract No. 17-5520 for the proposed road improvements of Oliver Street, from Oak Street easterly to Gould Street.

SECOND: That the City of Owosso is willing to participate in the project and cost as illustrated within said contract.

THIRD: That the Mayor and City Clerk are hereby authorized to sign the Agreement as attached.

FOURTH: The City Council hereby directs staff to allocate \$879,984.85 from the 2016 Unlimited Obligation Bond Proceeds Fund and Water Fund, and to receive another \$375,000.00 from Federal Small Urban Grant Program Funds for a total of \$1,254,984.85 to fund this project, and directs the City Manager to proceed with the project, in accordance with the MDOT Contract Agreement.

(ADVANCE CONSTRUCTION CONTRACT)
STP

	DA
Control Section	STUL 76000
Job Number	133015A
Project	1800(057)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	17-5520

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OWOSSO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Owosso, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated November 14, 2017, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt surfacing work along E Oliver St from Oak Street easterly to Gould Street; including storm sewer replacement, concrete curb and gutter replacement, and concrete sidewalk and ramp work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Water main installation work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The part of the PROJECT work that shall be performed as an advance construction PROJECT shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on the portions of this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

PART A	\$281,250
PART B	\$ -0-
TOTAL	\$281,250

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is a person under the Natural Resources and Environmental Protection Act (NREPA); 1995 PA 71 and is not aware of and has no reason to believe that the property on which the work under this agreement is to be performed is a facility as defined in MCL 324.20101(o). The REQUESTING PARTY certifies that it is not a person liable under Part 201 or Part 213 of the Natural Resource and Environmental Protection Act (NREPA); MCL 324.20101 et seq. and Part 213 of NREPA; MCL 324.21301a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will be acquiring property for a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release at or on the property. Pursuant to MCL 324.20126, the REQUESTING PARTY is not a person who is liable for response activity or response activity costs as defined by MCL 324.20101(ee) and (ff).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available

funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF OWOSSO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDB
12/6/17

APPROVED
Kurt Meier
for AUTHORIZED
[Signature]

12/11/17
[Signature]

November 14, 2017

EXHIBIT I

CONTROL SECTION	STUL 76000
JOB NUMBER	133015A
PROJECT	1800(057)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$942,500	\$312,500	\$1,255,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$942,500	\$312,500	\$1,255,000
Less Federal Funds (Advance Construction)			
Future Fiscal Year*	<u>\$375,000</u>	<u>\$ -0-</u>	<u>\$ 375,000</u>
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$567,500	\$312,500	\$ 880,000

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

DEPOSIT (Min. Required of Advance Construction Portion PART A - \$375,000)	\$281,250
(NONE REQUIRED - PART B)	<u>\$ -0-</u>
	\$281,250

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Warrant 554
January 9, 2018

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund payment-10/1/17-12/31/17	Water	\$22,272.41
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement-10/1/17-12/31/17	Water	\$10,522.21
Total			\$32,794.62

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 12/01/2017 - 12/31/2017

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
GENERAL FUND (POOLED CASH)						
12/08/2017	1	129232	08234	ADVANCED DRAINAGE SYSTEMS INC	WATER-GRATE	\$ 130.00
12/08/2017	1	129233	00510	AFLAC	PAYROLL DEDUCTION-AFLAC	\$ 531.68
12/08/2017	1	129234	07747	ALL ABOUT ANIMALS	SPAY/NEUTER SERVICE-PAID FOR BY DONATION	\$ 1,898.00
12/08/2017	1	129235	01115	H K ALLEN PAPER CO	SUPPLIES	\$ 907.59
12/08/2017	1	129236	01410	APEX SOFTWARE	MAINTENANCE RENEWAL 1/1/18-1/1/19	\$ 470.00
12/08/2017	1	129237	01718	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 473.95
12/08/2017	1	129238	100033	BOWSER MORNER	WWTP-FILTER MEDIA ANALYSIS	\$ 84.00
12/08/2017	1	129239	REFUND UB	KELLOGG GREG	UB refund for account: 1946000001	\$ 32.71
12/08/2017	1	129240	REFUND UB	YOUNG TIARRE	UB refund for account: 1634000006	\$ 28.69
12/08/2017	1	129241	REFUND UB	BUEHLER FREDERICK	UB refund for account: 3486070003	\$ 35.52
12/08/2017	1	129242	REFUND UB	CROWN PROPERTIES	UB refund for account: 1610500003	\$ 15.01
12/08/2017	1	129243	REFUND UB	SMITH JOHN	UB refund for account: 1898000003	\$ 26.09
12/08/2017	1	129244	REFUND UB	BARBARA BRAMER TRUST	UB refund for account: 3876570011	\$ 26.52
12/08/2017	1	129245	REFUND UB	HICKMOTT SHADOE	UB refund for account: 2580530009	\$ 35.60
12/08/2017	1	129246	REFUND UB	DEWOLFE CORI	UB refund for account: 1400500002	\$ 43.34
12/08/2017	1	129247	REFUND UB	SILLS DEAN	UB refund for account: 2803290003	\$ 75.00
12/08/2017	1	129248	REFUND UB	CIMAS MATTHEW	UB refund for account: 3012570010	\$ 39.68
12/08/2017	1	129249	REFUND UB	CONKLIN JACOB	UB refund for account: 3382570018	\$ 40.54
12/08/2017	1	129250	REFUND UB	CARPENTER CASEY	UB refund for account: 3261570008	\$ 23.91
12/08/2017	1	129251	REFUND UB	ELSWORTH KAREN	UB refund for account: 5024070009	\$ 23.04
12/08/2017	1	129252	REFUND UB	LESLIE DEBBIE	UB refund for account: 3137070004	\$ 41.64
12/08/2017	1	129253	REFUND UB	AGER CHRISTOPHER	UB refund for account: 2982390002	\$ 24.57
12/08/2017	1	129254	05608	CENTRAL MICHIGAN DIESEL, INC.	WWTP-MAINTENANCE ON TRUCK	\$ 633.34
12/08/2017	1	129255	06674	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$ 31,004.64
12/08/2017	1	129256	06721	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 180.00
12/08/2017	1	129257	07808	D & D TRUCK & TRAILER PARTS	FLEET-PARTS	\$ 40.38
12/08/2017	1	129258	05455	DANE A DEISLER	ELECTRICAL INSPECTIONS	\$ 105.00
12/08/2017	1	129259	02302	DELL MARKETING LP	CLERK-OPTIPLEX 7050	\$ 679.00
12/08/2017	1	129260	100009	DOMINION VOTING SYSTEMS INC	HIGH SPEED AV TABULATOR SYSTEM	\$ 7,685.00
12/08/2017	1	129261	09295	DOWNTOWN DEVELOPMENT AUTHORITY	COLLECTIONS	\$ 37.20
12/08/2017	1	129262	09141	DURAND AUTO PARTS	PARTS	\$ 198.62
12/08/2017	1	129263	100029	FIFTH THIRD BANK LEGAL ENTRY	SUBPOENA REARCH BILLING	\$ 61.06
12/08/2017	1	129264	19026	FIRST DUE FIRE SUPPLY	UNIFORMS	\$ 265.00
12/08/2017	1	129265	13875	FISHER CHIPPEWA REDI-MIX, INC.	CITY GARAGE POUR	\$ 1,414.00
12/08/2017	1	129266	13880	FISHER SCIENTIFIC CO.	SUPPLIES	\$ 1,027.50
12/08/2017	1	129267	01421	ELAINE GREENWAY	OVERPAYMENT	\$ 680.00
12/08/2017	1	129268	12351	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$ 698.75
12/08/2017	1	129269	06404	HAMLETT ENVIRONMENTAL TECHNOLOGIES	WTP-PARTS	\$ 999.99
12/08/2017	1	129270	19645	HOME DEPOT CREDIT SERVICES	SUPPLIES/PARTS	\$ 335.75
12/08/2017	1	129271	22109	INDEPENDENT NEWSPAPERS	ADVERTIZING	\$ 208.73
12/08/2017	1	129272	22150	INTERNATIONAL CITY/COUNTY MANAGEMENT	DON CRAWFORD MEMBERSHIP	\$ 739.00
12/08/2017	1	129273	100032	J & K CANVAS PRODUCTS	OFD-HOSEBED COVER	\$ 686.00
12/08/2017	1	129274	28640	LAMPHERE'S	REPAIRS AT 820 S CHIPMAN	\$ 249.00
12/08/2017	1	129275	32073	LLOYD MILLER & SONS, INC	FLEET-PARTS FOR #344B	\$ 131.00
12/08/2017	1	129276	32006	MICHIGAN ASSESSORS ASSOCIATION	MEMBERSHIP-LARRY COOK	\$ 90.00
12/08/2017	1	129277	01840	MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS	MEMBERSHIPS-AMY KIRKLAND/ROXANE CRAMER	\$ 120.00
12/08/2017	1	129278	32015	MICHIGAN MUNICIPAL EXECUTIVES	2018 MME WINTER INSTITUTE-SUSAN MONTENEGRO	\$ 315.00
12/08/2017	1	129279	02660	MISDU	PAYROLL DEDUCTIONS	\$ 1,359.07
12/08/2017	1	129280	00193	NEOFUNDS BY NEOPOST	POSTAGE FUNDS	\$ 2,000.00

12/08/2017	1	129281	04154	NORTHSIDE ANIMAL HOSPITAL	CAT SERVICES-PAID FOR BY DONATIONS	\$	484.66
12/08/2017	1	129282	38620	OWOSSO BOLT & BRASS CO	PARTS	\$	505.90
12/08/2017	1	129283	38660	OWOSSO PUBLIC SCHOOLS	CATERING FOOD ITEMS FOR MEET AND GREET EVENT	\$	75.00
12/08/2017	1	129284	38695	OWOSSO-WATER FUND	WATER/SEWER	\$	2,158.00
12/08/2017	1	129285	39460	PETTY CASH- CLERK'S OFFICE	PETTY CASH REIMBURSEMENT	\$	369.65
12/08/2017	1	129286	40405	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTIONS-UNION DUES	\$	854.25
12/08/2017	1	129287	08174	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$	192.58
12/08/2017	1	129288	90019	RADIO SHACK DEALER 22-H074	OPD-CABLES	\$	65.97
12/08/2017	1	129289	100030	RICHARDSON BUSINESS MACH	OPD-PREPRINTED CARDS (18)	\$	340.00
12/08/2017	1	129290	100031	SHERATON ANN ARBOR HOTEL	RESERVATION-SUSAN MONTENEGRO	\$	374.85
12/08/2017	1	129291	00162	SHIAWASSEE COUNTY FIRE INSTRUCTORS	COMPANY OFFICER 1 & 2 TRAINING	\$	700.00
12/08/2017	1	129292	37534	SHIAWASSEE COUNTY TREASURER	TAX COLLECTIONS	\$	8,006.60
12/08/2017	1	129293	04741	STATE OF MICHIGAN	AGRICULTURAL LIMING LICENSE	\$	20.00
12/08/2017	1	129294	32501	STATE OF MICHIGAN	1/1/18-12/31/18-SPRAY PAD LICENSE RENEWAL	\$	134.00
12/08/2017	1	129295	50220	TRACTOR SUPPLY COMPANY	SUPPLIES/PARTS	\$	297.89
12/08/2017	1	129296	53377	UNITED PARCEL SERVICE	SHIPPING FEES	\$	7.17
12/08/2017	1	129297	54630	VALLEY LUMBER	SUPPLIES/PARTS	\$	51.98
12/08/2017	1	129298	58065	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES/PARTS	\$	1,307.76
12/08/2017	1	2699(A)	03441	ACLARA TECHNOLOGIES LLC	AMR SYSTEM	\$	41,444.76
12/08/2017	1	2700(A)	03441	ACLARA TECHNOLOGIES LLC	ARR SYSTEM	\$	4,114.00
12/08/2017	1	2701(A)	01238	ALLMAX SOFTWARE INC	ANTERO DATA MANAGEMENT SUPPORT-12/1/17-11/30/18	\$	1,170.00
12/08/2017	1	2702(A)	02841	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER	\$	878.40
12/08/2017	1	2703(A)	02227	LOREEN F BAILEY	CAT SUPPLIES-PAID FOR BY DONATIONS	\$	33.91
12/08/2017	1	2704(A)	04055	BOUND TREE MEDICAL LLC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	517.90
12/08/2017	1	2705(A)	04040	CAPITAL CONSULTANTS	DEVELOPMENT OF AN ASSET MGT PROGRAM	\$	24,675.35
12/08/2017	1	2706(A)	31245	CARMEUSE LIME	BULK PEBBLE QUICKLIME-41.31/TONS	\$	5,122.02
12/08/2017	1	2707(A)	01477	CRAWFORD CONTRACTING INC	CONSTRUCTION OF ROAD	\$	395,357.97
12/08/2017	1	2708(A)	01780	D & G EQUIPMENT INC	PARTS	\$	549.66
12/08/2017	1	2709(A)	01640	D & K TRUCK COMPANY INC	PARTS	\$	145.79
12/08/2017	1	2710(A)	07825	DALTON ELEVATOR LLC	CYLINDER RENT/SUPPLIES	\$	463.04
12/08/2017	1	2711(A)	12350	ETNA SUPPLY COMPANY	WATER INVENTORY MATERIALS	\$	2,407.20
12/08/2017	1	2712(A)	13409	FASTENAL COMPANY	PARTS	\$	299.00
12/08/2017	1	2713(A)	15060	FUOSS GRAVEL COMPANY	22A GRAVEL	\$	1,961.44
12/08/2017	1	2714(A)	15655	GALL'S INC.	OPD-FLASHLIGHTS/VESTS	\$	288.00
12/08/2017	1	2715(A)	19620	HODGE GLASS SERVICE INC	WWTP-LOCK	\$	65.00
12/08/2017	1	2716(A)	21110	IDEXX DISTRIBUTION CORPORATION	WTP-LAB SUPPLIES	\$	968.44
12/08/2017	1	2717(A)	01673	J & B MEDICAL SUPPLY INC	OFD-AMBULANCE MEDICAL SUPPLIES	\$	1,176.50
12/08/2017	1	2718(A)	05441	J & H OIL COMPANY	FUEL-PE 11/30/17	\$	5,297.31
12/08/2017	1	2719(A)	00155	AMY K KIRKLAND	REIMBURSEMENT	\$	15.80
12/08/2017	1	2720(A)	03156	MID MICHIGAN EMERGENCY EQUIPMENT	BUILD UP OF VEHICLE	\$	7,358.00
12/08/2017	1	2721(A)	33790	1ST CHOICE AUTO PARTS INC	PARTS	\$	211.07
12/08/2017	1	2722(A)	04471	NATIONAL VISION ADMINISTRATORS LLC	DECEMBER 2017-VISION INSURANCE PREMIUM	\$	485.01
12/08/2017	1	2723(A)	36710	OFFICE SOURCE	WWTP-SIGN HOLDERS	\$	51.45
12/08/2017	1	2724(A)	38232	ORCHARD HILTZ & MCCLIMENT INC	SEWER COLLECTION SYSTEM ASSET MGT PROGRAM	\$	18,646.00
12/08/2017	1	2725(A)	48744	POLYDYNE INC	AF 4500 POLYMER	\$	2,303.10
12/08/2017	1	2726(A)	39006	PVS NOLWOOD CHEMICALS INC	SODIUM FLUORIDE	\$	1,930.00
12/08/2017	1	2727(A)	44610	REEVES WHEEL ALIGNMENT, INC	VEHICLE REPAIRS	\$	1,928.97
12/08/2017	1	2728(A)	44661	REPUBLIC SERVICES #237	DECEMBER 2017-REFUSE SERVICE	\$	350.48
12/08/2017	1	2729(A)	47522	THE SHERWIN-WILLIAMS CO.	NOVEMBER 2017 SUPPLIES	\$	47.45
12/08/2017	1	2730(A)	47617	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD-#06-REPAIRS	\$	288.52
12/08/2017	1	2731(A)	48400	SPICER GROUP, INC.	ENGINEERING SERVICES FOR THE OLIVER ST	\$	3,696.00
12/08/2017	1	2732(A)	06374	BRYAN GLEN THOMAS	ELECTRICAL INSPECTIONS	\$	500.00
12/08/2017	1	2733(A)	55030	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-11/16/17-11/30/17	\$	3,591.21
12/08/2017	1	2734(A)	00122	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER	\$	850.95
12/15/2017	1	129299	AMBULANCE	ESTATE OF JERRY FORRESTER	REFUND	\$	85.44

12/15/2017	1	129300	01255	AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIPS-GLENN CHINAVARE/DAVID HAUT/PAUL OBERLIN	\$	2,047.00
12/15/2017	1	129301	04782	BRATTS LLC	OFD-TIRES (2) ENGINE 1	\$	1,312.06
12/15/2017	1	129302	04869	BRONSON HEALTHCARE GROUP	PRE-EMPLOYMENT DRUG SCREEN	\$	50.00
12/15/2017	1	129303	06022	CITY OF OWOSSO	CITY OWNED PROPERTY-OWOSSO DRAIN	\$	5,594.71
12/15/2017	1	129304	06674	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	10,826.67
12/15/2017	1	129305	06674	VOID		\$	- V
				Void Reason: Created From Check Run Process			
12/15/2017	1	129306	03649	DAYSTARR COMMUNICATIONS	JANUARY 2018-PHONE AND BROADBAND INTERNET	\$	1,009.92
12/15/2017	1	129307	100036	BOB DEDIC	REFUND	\$	120.00
12/15/2017	1	129308	13415	FEDEX	SHIPPING FEES	\$	13.88
12/15/2017	1	129309	100035	DAVID HOAG	REFUND	\$	120.00
12/15/2017	1	129310	05242	JERRY L JONES	BOARD OF REVIEW MEETING	\$	50.00
12/15/2017	1	129311	MISC	LAW OFFICES OF FRED GORDON, P.C.	TAX TRIBUNAL 17-002673	\$	5,160.85
12/15/2017	1	129312	33290	MICHIGAN WATER ENVIRONMENT ASSOCIATION	2018 WASTEWATER ADMINISTRATORS CONF-GLENN CHINAVARE	\$	305.00
12/15/2017	1	129313	06384	MICHAEL O'LEARY	BOARD OF REVIEW MEETING	\$	50.00
12/15/2017	1	129314	36718	OFFICE DEPOT	SUPPLIES	\$	434.86
12/15/2017	1	129315	38679	OWOSSO CHARTER TOWNSHIP TREASURER	LIGHTS/BRUSH REMOVAL	\$	50.84
12/15/2017	1	129316	5690	SAFETY-KLEEN SYSTEMS INC	WWTP-QUARTERLY REPLACE/RECYCLE OF PARTS CLEANING FLUID	\$	275.00
12/15/2017	1	129317	47112	MIKE SELLECK	BOARD OF REVIEW MEETING	\$	50.00
12/15/2017	1	129318	05710	STAPLES ADVANTAGE	SUPPLIES	\$	172.78
12/15/2017	1	129319	01500	STATE OF MICHIGAN	NPDES ANNUAL PERMIT FEE FOR 2018	\$	5,500.00
12/15/2017	1	129320	01720	UNITED HEALTHCARE	REFUND	\$	204.29
12/15/2017	1	2735(A)	02633	B & D ELEVATOR SERVICES INC	QUARTERLY MAINTENANCE SERVICE	\$	1,072.00
12/15/2017	1	2736(A)	03475	BISBEE INFRARED SERVICES INC	WWTP/WTP INFRARED ELECTRICAL INSPECTIONS	\$	500.00
12/15/2017	1	2737(A)	04040	CAPITAL CONSULTANTS	ENG SERVICES-REPLACEMENT OF WW PRIMARY CLARIFIER	\$	480.00
12/15/2017	1	2738(A)	07825	DALTON ELEVATOR LLC	SUPPLIES	\$	156.71
12/15/2017	1	2739(A)	02365	EMPLOYEE BENEFIT CONCEPTS INC	DECEMBER 2017-FSA ADMIN FEE	\$	100.00
12/15/2017	1	2740(A)	14835	FRONT LINE SERVICES, INC.	VEHICLE REPAIRS	\$	3,496.45
12/15/2017	1	2741(A)	15039	AMBER FULLER	BOARD OF REVIEW MEETING	\$	50.00
12/15/2017	1	2742(A)	18225	HALLIGAN ELECTRIC INC	WWTP-WORK ON SCREW PUMP #1	\$	935.00
12/15/2017	1	2743(A)	20695	HYDROTEX INC	WWTP-ACCULUBE (5)	\$	893.97
12/15/2017	1	2744(A)	06474	INTEGRITY BUSINESS SOLUTIONS LLC	ANNUAL ENVELOPE ORDER	\$	843.00
12/15/2017	1	2745(A)	03613	LOGICALIS INC	NOVEMBER 2017 NETWORK ENGINEERING SERVICES	\$	3,920.00
12/15/2017	1	2746(A)	31430	MCMMASTER-CARR SUPPLY CO	WWTP-PARTS	\$	53.70
12/15/2017	1	2747(A)	31650	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT DRUG SCREEN	\$	50.00
12/15/2017	1	2748(A)	44223	MICHIGAN BUSINESS & PROFESSIONAL AS	JANUARY 2018-COBRA ADMIN FEE	\$	200.00
12/15/2017	1	2749(A)	07594	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	195.00
12/15/2017	1	2750(A)	03361	PAXXO (USA) INC	WWTP-90M LOGOPAC CASSETTES (4)	\$	524.40
12/15/2017	1	2751(A)	05641	SAFEUILT MICHIGAN LLC	NOVEMBER 2017 BUILDING DEPARTMENT SERVICES	\$	9,786.67
12/15/2017	1	2752(A)	46814	ST JOHNS ANSWERING SERVICE INC	JANUARY 2018-TELEPHONE ANSWERING SERVICE	\$	87.10
12/21/2017	1	129321	AMBULANCE	BCBS OF MICHIGAN	REFUND	\$	886.49
12/21/2017	1	129322	03441	ACLARA TECHNOLOGIES LLC	AMR SYSTEM	\$	226,990.08
12/21/2017	1	129323	00615	MARK D AGNEW	GRAPHICS ON NEW VEHICLE #09	\$	495.00
12/21/2017	1	129324	04350	WILLIAM C BROWN, P C	PROFESSIONAL SERVICES	\$	11,043.76
12/21/2017	1	129325	06674	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	3,222.00
12/21/2017	1	129326	08233	DELTA DENTAL PLAN OF MICHIGAN	JANUARY 2018-DENTAL INSURANCE PREMIUM	\$	3,757.87
12/21/2017	1	129327	02222	CHRISTOPHER EVELETH	COUNCIL PAY AND MAYORAL STIPEND	\$	280.00
12/21/2017	1	129328	01421	ELAINE GREENWAY	COUNCIL PAY	\$	160.00
12/21/2017	1	129329	01451	DAVID HAUT	REIMBURSEMENT	\$	54.51
12/21/2017	1	129330	22109	INDEPENDENT NEWSPAPERS	WWTP ATTENDANT AD	\$	33.50
12/21/2017	1	129331	01549	DANIEL A. LAW	COUNCIL PAY	\$	130.00
12/21/2017	1	129332	32041	MICHIGAN MUNICIPAL LEAGUE	AD FOR TREASURER POSITION	\$	59.60
12/21/2017	1	129333	32042	MICHIGAN MUNICIPAL RISK MANAGEMENT	BUILDING AND PROPERTY INSURANCE	\$	128,601.50
12/21/2017	1	129334	02660	MISDU	PAYROLL DEDUCTIONS	\$	1,359.07
12/21/2017	1	129335	35200	NORTH AMERICAN OVERHEAD DOOR INC	OFD-DOOR REPAIR	\$	885.95

12/21/2017	1	129336	06477	NORTHERN PUMP & WELL INC	WELL TESTING/INSPECTION/REPORTING	\$	2,000.00
12/21/2017	1	129337	05905	SUSAN J. OSIKA	COUNCIL PAY	\$	160.00
12/21/2017	1	129338	04887	OWOSSO CHARTER TOWNSHIP TREAS & OUTDOORS PLUS	CONSERVATION EASEMENT AGREEMENT PAYMENT	\$	311.31
12/21/2017	1	129339	08174	PORTFOLIO RECOVERY ASSOCIATES LLC	PAYROLL DEDUCTION-GARNISHMENT	\$	192.58
12/21/2017	1	129340	48160	SNYDER REAL ESTATE ASSOC, INC.	APPRAISAL OF BOWLING ALLEY	\$	1,500.00
12/21/2017	1	129341	34350	SPRINT COMMUNICATIONS	CELL PHONE SERVICE/EQUIPMENT	\$	1,272.31
12/21/2017	1	129342	30681	STATE OF MICHIGAN-DEPT OF T M & B	EXTENDED PURCHASING PROGRAM ANNUAL FEE	\$	230.00
12/21/2017	1	129343	48800	SUMBERA EXCAVATING, INC.	CURWOOD CASTLE PARK RENOVATIONS	\$	71,305.00
12/21/2017	1	129344	09971	ROBERT J TEICH JR	COUNCIL PAY	\$	150.00
12/21/2017	1	2753(A)	07971	AMAZON CAPITAL SERVICES	SUPPLIES	\$	74.89
12/21/2017	1	2754(A)	02841	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER	\$	1,317.60
12/21/2017	1	2755(A)	02227	LOREEN F BAILEY	CAT SUPPLIES-PAID FOR BY DONATIONS	\$	162.22
12/21/2017	1	2756(A)	05625	CENTRON DATA SERVICES, INC.	PRINTING/MAILING SERVICES FOR 2017 WINTER TAX BILLS	\$	1,857.81
12/21/2017	1	2757(A)	06687	FLEIS & VANDENBRINK ENGINEERING INC	2018 STREET PROGRAM ENGINEERING SERVICES	\$	70,973.00
12/21/2017	1	2758(A)	14490	BURTON D FOX	COUNCIL PAY	\$	150.00
12/21/2017	1	2759(A)	32665	GOYETTE MECHANICAL	PUBLIC SAFETY BOILER MAINTENANCE-11/30/17	\$	390.00
12/21/2017	1	2760(A)	07514	HANNA INSTRUMENTS USA INC	WTP-LAB SUPPLIES	\$	101.00
12/21/2017	1	2761(A)	05441	J & H OIL COMPANY	FUEL PE 12/15/17	\$	7,851.22
12/21/2017	1	2762(A)	04715	KODIAK EMERGENCY EQUIPMENT INC	OFD-PART FOR MEDIC 3	\$	17.50
12/21/2017	1	2763(A)	30620	LUDINGTON ELECTRIC, INC.	CURWOOD PARK PROJECT-DAMAGE REPAIR	\$	2,001.94
12/21/2017	1	2764(A)	02669	MRG LABORATORIES	WWTP-GREASE ANALYSIS	\$	152.38
12/21/2017	1	2765(A)	38232	ORCHARD HILTZ & MCCLIMENT INC	GIS-GEODATABASE SUPPORT SERVICES	\$	10,711.05
12/21/2017	1	2766(A)	07594	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	260.00
12/21/2017	1	2767(A)	100030	RICHARDSON BUSINESS SOLUTIONS	PREPRINTED CARDS (20)	\$	175.00
12/21/2017	1	2768(A)	00122	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER	\$	1,363.35
12/27/2017	1	129345	40480	POSTMASTER	BULK MAILING	\$	92.22
12/27/2017	1	129346	48721	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$	4,515.76
12/28/2017	1	2769(A)	04471	NATIONAL VISION ADMINISTRATORS LLC	JANUARY 2018-VISION INSURANCE PREMIUM	\$	469.03
12/28/2017	1	2770(A)	39785	PHYSICIANS HEALTH PLAN OF MID-MICH	JANUARY 2018 HEALTH INSURANCE PREMIUM	\$	72,791.58

1 TOTALS:

(1 Check Voided)

of 186 Disbursements:

\$ 1,289,371.45

OWOSSO HISTORICAL FUND

12/18/2017	10	5033	06022	CITY OF OWOSSO	POSTAGE/COPIES 4/24/17-11/22/17	\$	70.33
12/18/2017	10	5034	06674	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	665.81
12/18/2017	10	5035	01159	ROBERT V DORAN-BROCKWAY	FACE BOOK BOOSTING CASTLE PROMOTIONS REIMBURSEMENT	\$	85.00
12/18/2017	10	5036	18264	HANKERD SPORTSWEAR	MAGNETIC ROCK/COASTERS/LONG SLEEVE MOCK	\$	269.00
12/18/2017	10	5037	05710	STAPLES ADVANTAGE	SUPPLIES	\$	16.33
12/21/2017	10	5038	03649	DAYSTARR COMMUNICATIONS	JAN 2018-INTERNET/PHONE	\$	129.75
12/21/2017	10	5039	01159	ROBERT V DORAN-BROCKWAY	SILENT AUCTION FUNDRAISER REIMBURSEMENT	\$	770.87
12/21/2017	10	5040	30620	LUDINGTON ELECTRIC, INC.	ART LIGHTS FOR THE CASTLE	\$	1,000.00

10 TOTALS:

of 8 Disbursements:

\$ 3,007.09

REPORT TOTALS:

(1 Check Voided)

of 194 Disbursements:

\$ 1,292,378.54

To Whom It May Concern:

Regrettably I am stepping down from the OHC. I have enjoyed my service and feel confident in the direction that the organization is headed. Robert is an exceptional leader and an amazing visionary both of these skills are much needed to continue the growth of the Owosso Historical Commission.

I am stepping down purely on the needs of my family. I will continue to support the commission to the fullest extent.

Sincerely,

Tracey Peltier
1/8/2018

To: Owosso City Council
 From: Brad Hissong, Building Official
 Date: 01/02/2018

Building Department Report DECEMBER 2017

Category	Estimated Cost	Permit Fee	Number of Permits
Demolition	\$0	\$130	1
Electrical	\$0	\$1,830	12
Fence - Residential	\$3,100	\$160	2
Mechanical	\$0	\$2,915	17
Plumbing	\$0	\$1,355	7
Res. Add/Alter/Repair	\$4,000	\$280	2
Res. Mobile	\$150,000	\$2,340	5
ROOF	\$31,921	\$1,150	9
ROW-ENG	\$0	\$40	2
ROW-OTHER	\$0	\$20	1
ROW-SIDEWALK OCCUPA	\$0	\$0	1
ROW-UTILITY	\$0	\$40	3
VACANT PROPERTY REGI	\$0	\$100	1
WINDOWS	\$6,354	\$190	2
ZONING COMPLIANCE CE	\$0	\$50	1
Totals	\$195,375	\$10,600	66

2016 COMPARISON TOTALS

		BUILDING PERMITS ONLY	-	24
DECEMBER 2016 Totals	\$33,174	\$9,509		74

Enforcements By Category**01/04/18**

1 / 5

DECEMBER 2017

ACCESSORY STRUCTURES

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0841	300 E MAIN ST	CONTACT WITH BUSINESS	Extension Granted	12/12/17	01/31/2018		N
Total Entries:				1			

ANIMALS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0820	912 KENWOOD DR	REF FROM POLICE	REF TO CODE ENF	12/05/17	01/08/2018		N
Total Entries:				1			

AUTO REP/JUNK VEH

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0827	819 E COMSTOCK ST	TICKET ISSUED	CLOSED	12/06/17		12/18/17	Y
ENF 17-0819	1501 FREEMAN ST	COMPLAINT LOGGED	Resolved	12/05/17		12/13/17	YES
ENF 17-0847	828 LINGLE AV	COMPLAINT LOGGED	LETTER SENT	12/19/17	01/08/2018		N
ENF 17-0846	1210 MACK ST	COMPLAINT LOGGED	Resolved	12/18/17		12/27/17	N
ENF 17-0851	408 MICHIGAN AV	COMPLAINT LOGGED	Resolved	12/20/17	01/03/2018	01/03/18	N
ENF 17-0828	607 W STEWART ST	COMPLAINT LOGGED	Resolved	12/06/17		12/18/17	N
ENF 17-0829	717 W STEWART ST	COMPLAINT LOGGED	Resolved	12/07/17		12/19/17	Y
ENF 17-0860	1415 YOUNG ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	01/09/2018		Y
Total Entries:				8			

BRUSH PILES

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0830	702 N DEWEY ST	LETTER SENT	Extension Granted	12/07/17	04/16/2018		N
Total Entries:				1			

Enforcements By Category**01/04/18**

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DECEMBER 2017

BUILDING VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0858	908 GEORGE ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	06/01/2018		N
ENF 17-0859	920 GEORGE ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	06/01/2018		N
ENF 17-0848	825 GROVER ST	ON SITE INSPECTION	CONTACT WITH HOMEOWNERS	12/19/17	01/09/2018		Y
ENF 17-0844	530 HAMPTON AV	TICKET ISSUED	CLOSED	12/14/17		01/02/18	N
ENF 17-0845	216 N HICKORY ST	COMPLAINT LOGGED	LETTER SENT	12/18/17	03/05/2018		Y
ENF 17-0863	318 N HICKORY ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	06/01/2018		N
ENF 17-0864	322 N HICKORY ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	01/17/2018		Y
ENF 17-0855	734 N HICKORY ST	COMPLAINT LOGGED	LETTER SENT	12/21/17	06/01/2018		Y
ENF 17-0865	413 LAVEROCK ALLEY	COMPLAINT LOGGED	LETTER SENT	12/28/17	06/01/2018		N
ENF 17-0856	648 N SAGINAW ST	COMPLAINT LOGGED	LETTER SENT	12/21/17	06/01/2018		N
ENF 17-0839	1218 S SHIAWASSEE ST	CONTACT WITH OWNER	CLOSED	12/11/17		12/13/17	N
ENF 17-0857	1028 W STEWART ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	06/01/2018		N
ENF 17-0862	1514 W STEWART ST	COMPLAINT LOGGED	LETTER SENT	12/28/17	06/01/2018		Y
Total Entries:				13			

FURNITURE OUTSIDE

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0837	108 N ELM ST	LETTER SENT	Resolved	12/11/17		12/19/17	Y
ENF 17-0838	210 N ELM ST	COMPLAINT LOGGED	Resolved	12/11/17		12/19/17	Y
ENF 17-0854	735 GRACE ST	COMPLAINT LOGGED	LETTER SENT	12/21/17	06/01/2018		Y
ENF 17-0840	710 RIVER ST	REF TO DPW	Resolved	12/12/17		12/19/17	Y
Total Entries:				4			

GARBAGE & DEBRIS

Next Action

Enforcements By Category**01/04/18**

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DECEMBER 2017

Enforcement Number	Address	Previous Status	Status	Filed	Date	Closed	Rental
ENF 17-0821	419 CASS ST	COMPLAINT LOGGED	Resolved	12/05/17		12/14/17	N
ENF 17-0823	425 CASS ST	COMPLAINT LOGGED	LETTER SENT	12/05/17	01/08/2018		N
ENF 17-0824	420 GUTE ST	COMPLAINT LOGGED	LETTER SENT	12/05/17	01/09/2018		Y
ENF 17-0817	626 LINCOLN AV	COMPLAINT LOGGED	Resolved	12/04/17		12/27/17	VAC
ENF 17-0842	826 LINGLE AV	COMPLAINT LOGGED	Resolved	12/13/17		12/18/17	Y
ENF 17-0836	515 E MAIN ST	COMPLAINT LOGGED	Resolved	12/11/17		12/18/17	Y
ENF 17-0816	540 E MASON ST	LETTER SENT	Resolved	12/04/17		12/20/17	VAC
ENF 17-0822	408 MICHIGAN AV	COMPLAINT LOGGED	LETTER SENT	12/05/17	01/08/2018		N
ENF 17-0826	900 STATE ST	REF TO DPW	Resolved	12/06/17		12/07/17	VAC
ENF 17-0833	827 W STEWART ST	COMPLAINT LOGGED	Resolved	12/11/17		12/18/17	Y
ENF 17-0835	1605 W STEWART ST	COMPLAINT LOGGED	Resolved	12/11/17		12/18/17	Y
ENF 17-0852	839 WOODLAWN AV	COMPLAINT LOGGED	LETTER SENT	12/20/17	01/09/2018		Y
Total Entries:				12			

GARBAGE CANS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0850	1217 APPLEWOOD DR	LETTER SENT	CLOSED	12/19/17		12/20/17	N
ENF 17-0834	1005 W STEWART ST	COMPLAINT LOGGED	Resolved	12/11/17		12/18/17	N
Total Entries:				2			

MISC.

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0831	120 MICHIGAN AV A103	COMPLAINT LOGGED	CONTACT CONTRACTOR	12/06/17	02/01/2018		VAC
Total Entries:				1			

Enforcements By Category**01/04/18**

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DECEMBER 2017

MULTIPLE VIOLATIONS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0832	702 GRACE ST	CONTACT WITH HOMEOWNER	Extension Granted	12/11/17	05/01/2018		N
ENF 17-0818	513 JEROME AV	CONTACT HOMEOWNER	Extension Granted	12/04/17	01/10/2018		N
Total Entries:				2			

NO BUILDING PERMIT

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0843	937 CLYDE ST	OBTAINED BUILDING PERMIT	Resolved	12/14/17		12/14/17	N
ENF 17-0814	649 WOODLAWN AV	OBTAINED BUILDING PERMIT	Resolved	12/01/17		12/05/17	N
ENF 17-0861	1423 YOUNG ST	OBTAINED BUILDING PERMIT	Resolved	12/28/17		01/02/18	N
Total Entries:				3			

PUBLIC NUISANCE ALARMS

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0849	302 E EXCHANGE ST	LETTER SENT	CLOSED	12/19/17		12/19/17	N
Total Entries:				1			

RENTAL UNIT VIOL

Enforcement Number	Address	Previous Status	Status	Filed	Next Action Date	Closed	Rental
ENF 17-0825	732 BRADLEY	LETTER SENT	Resolved	12/05/17		12/27/17	Y
Total Entries:				1			

Total Records: 50

Total Pages: 4

Enforcements By Category

01/04/18

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DECEMBER 2017

RENTAL COLUMN DEFINITIONS

Y - Yes, it's a rental

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

APTS - Apartment Building

COMM - Commercial

REPO - Repossession

TRAIL - Trailer Park

VAC - Vacant House

VL - Vacant Lot

IND - Industrial

HOME OCC - Home Occupied

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



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: 8 January 2018

TO: Owosso City Council

FROM: Eric E. Cherry
Police Department Lieutenant

RE: December 2018 Police Reports

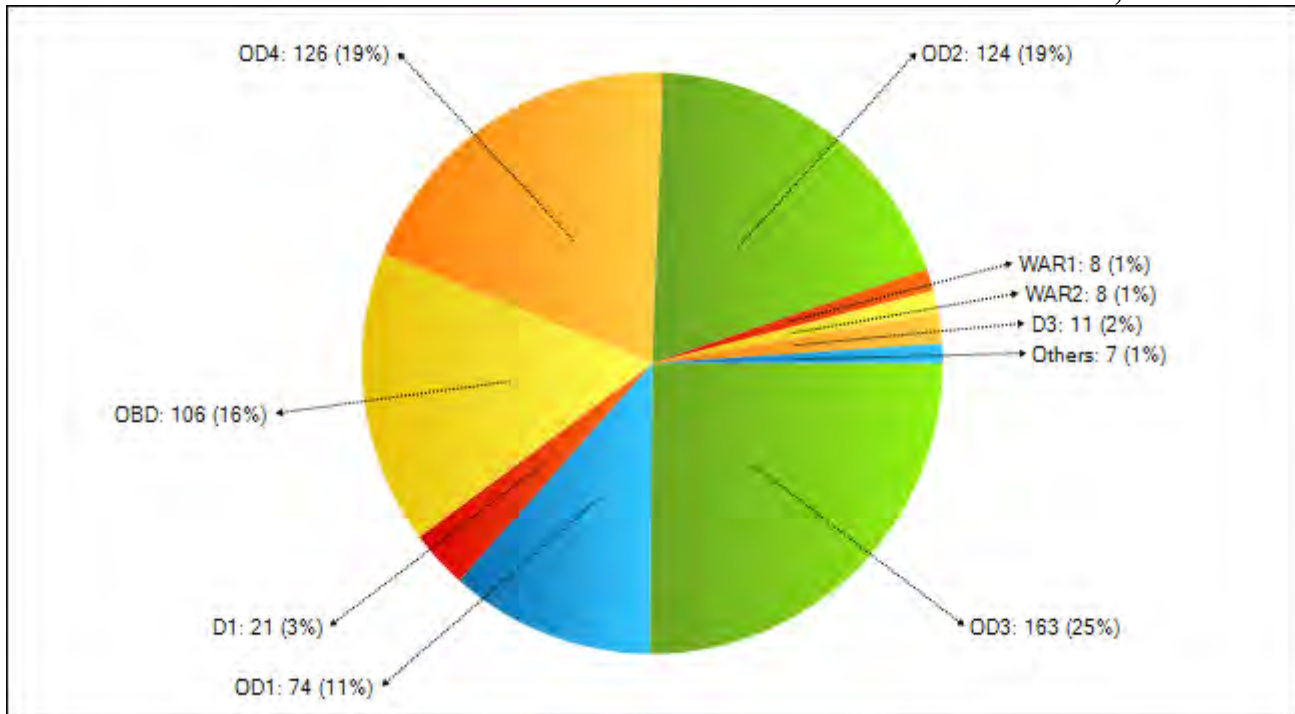
Attached are the statistics for the Police Department for December 2017. One report includes case clearance activity for the month of December and year-to-date statistics.

Also, attached is a list of field contacts for December, which are incidents that the police area dispatched to and requires no further follow-up other than the officer's initial response.

Additionally, there were no citations issued for burning violations during December. There were zero (0) field contacts for burning investigations in December.

For December 2017 the police handled seven hundred thirty four (734) events, eighty six (86) were traffic stops, about eleven (11) percent of their work activity.

BELOW IS A BREAKDOWN OF INCIDENTS HANDLED BY OWOSSO POLICE, BY DISTRICT.



OD1: Owosso City District 1 (northwest, north of M-21 and west of M-52)

OD2: Owosso City District 2 (northeast, north of M-21 and east of M-52)

OD3: Owosso City District 3 (southwest, south of M-21 and west of M-52)

OD4: Owosso City District 4 (southeast, south of M-21 and east of M-52, excluding business district and police office is in this district)

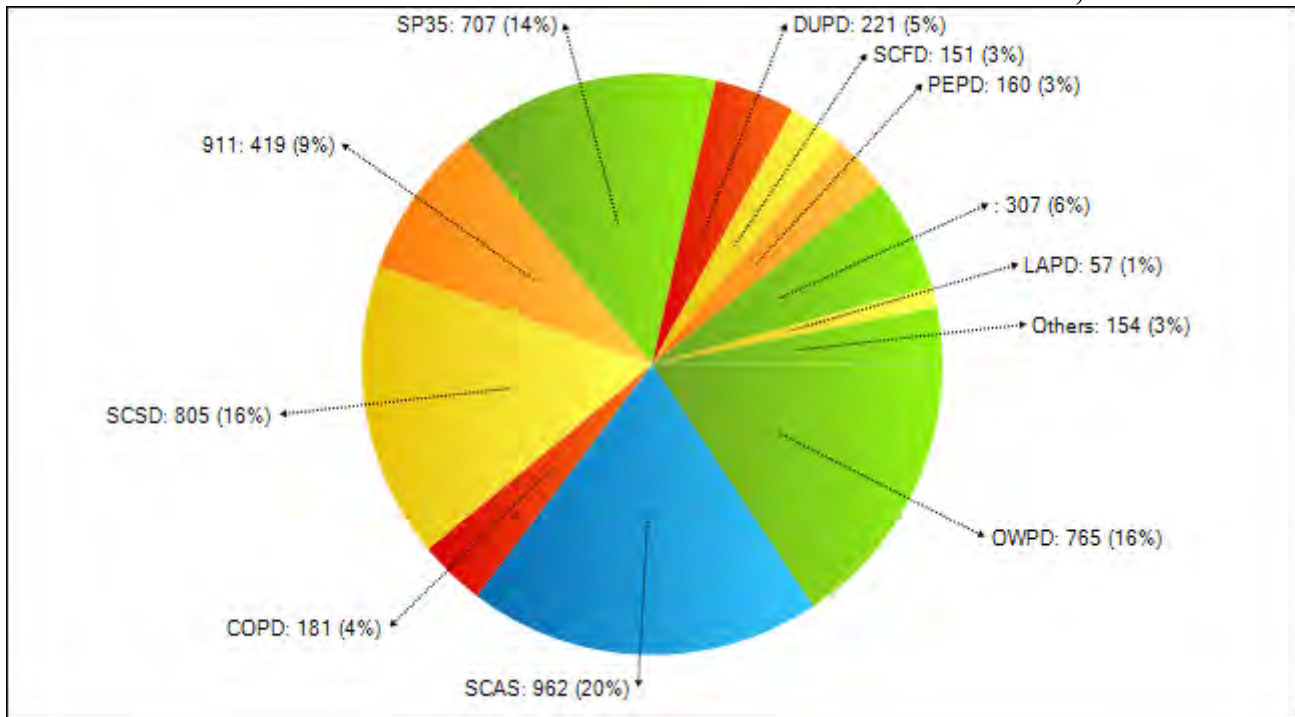
ODB: Owosso City Downtown Business District

D1: Shiawassee County northwest district (west of M-52 and north of Hibbard Road)

D3: Shiawassee County northeast district (east of M-52 and north of Hibbard Road)

Others: Included City of Corunna's 3 districts and any other area officer's responded.

BELOW IS A BREAKDOWN OF INCIDENTS HANDLED IN NOVEMBER, BY AGENCY.



SCSD: Shiawassee County Sheriff's Office

PEPD: Perry City Police

Others: All Other Departments

SCAS: Shiawassee County Ambulance Services

DUPD: Durand City Police

LAPD: Laingsburg City Police

SP35: Michigan State Police Post #35

COPD: Corunna City Police

SCFD: Shiawassee County Fire Departments

SCAC: Shiawassee County Animal Control

OWPD: Owosso City Police

911: Shiawassee County 911 Center



Case Assignment/Clearance Report For December, 2017

Month, Year: 12, 2017

Offenses	Current Month		Year-To-Date		Percent
	Assigned	Cleared	Assigned	Cleared	Cleared
<i>PART I OFFENSES</i>					
ROBBERY	0	0	8	11	137 %
AGGRAVATED ASSAULT	5	4	37	50	135 %
BURGLARY	3	5	53	61	115 %
LARCENY	13	14	190	218	114 %
MOTOR VEHICLE THEFT	3	3	9	12	133 %
SIMPLE ASSAULT	10	11	230	253	110 %
ARSON	0	0	4	7	175 %
FORGERY & UTTERING	0	0	4	6	150 %
COUNTERFEITING	0	0	1	1	100 %
FRAUD	8	7	57	63	110 %
EMBEZZLEMENT	0	0	1	3	300 %
WEAPON CRIMES- CARRY, POSS,	1	0	10	16	160 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	1	1	9	13	144 %
NARCOTICS VOLIATIONS	8	11	57	166	291 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-	0	0	0	1	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	1	0 %
SEX OFFENSES 2	3	6	44	50	113 %
PARENTAL KIDDNAP	1	1	2	2	100 %
KIDNAPPING	0	0	1	1	100 %
BURGLARY RESIDENTIAL	0	0	9	13	144 %
BURGLARY COMMERCIAL	0	0	2	2	100 %
RESISTING/OBSTRUCTING	1	1	15	21	140 %
<i>PART I OFFENSES</i>	<i>57</i>	<i>64</i>	<i>743</i>	<i>971</i>	<i>130 %</i>
<i>PART II OFFENSES</i>					
PAROLE/PROBATION VIOLATION	1	1	24	25	104 %
NATURAL DEATH	3	3	3	3	100 %
RETAIL FRAUD	0	0	7	9	128 %
RUNAWAY	3	3	25	26	104 %
VIOLATION PPO/ COURT ORDER	2	2	29	30	103 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	1	1	4	10	250 %
TRAFFIC OFFENSES OTHER	5	5	88	90	102 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	13	13	146	154	105 %
SUSPICIOUS CIRCUMSTANCES	1	1	12	19	158 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	5	5	59	62	105 %
DOMESTIC ASSAULT/SITUATION	4	5	21	22	104 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	7	7	112	162	144 %
RECOVERED PROPERTY	0	0	1	1	100 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	0	1	10	10	100 %
DOA	1	1	23	26	113 %
ANIMAL COMPLAINTS	1	2	12	13	108 %
MISSING PERSON	0	0	4	5	125 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED	0	0	3	5	166 %
TRAFFIC - HIT & RUN	9	9	58	69	118 %
FIRES - NOT ARSON	1	1	13	13	100 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	14	14	117	135	115 %
CRIMES AGAINST FAMILY &	2	3	16	18	112 %
DRIVING WHILE IMPAIRED	3	3	33	45	136 %
LIQUOR LAW VIOLATIONS	1	1	9	12	133 %
DISORDERLY CONDUCT	2	2	46	50	108 %
OTHER CRIMES	14	20	147	160	108 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	29	29	322	325	100 %
THREATS	0	0	1	1	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	9	9	99	116	117 %
PART II OFFENSES	131	141	1,444	1,616	111 %
Grand Totals:	188	205	2,187	2,587	118 %

Field Contact By Reason Summary Report

Date Range: 12/01/2017 - 12/31/2017, Agency: OWPD

Reason for Contact	Count
911 Hang Up	20
Abandoned Vehicle	1
False Alarm Commercial	13
False Alarm Residential	5
All Other Service Reports	12
Animal Complaints Other	10
Assist Ambulance	9
Assist To Other Dept	19
Attempt To Locate	14
Barking Dog	5
Civil Dispute	16
Damaged Property	1
Disturbance	7
Directed Patrol	1
Fight / No Assault	3
Found Property	1
Gun Permit/register	37
Harrassment	3
Investigate Vehicle	7
Kill Permit Issued	1
Lost Property	1
Loud Music	2
Motorist Assist	8
Open Door	3
Ordinance Violation	4
Parking Problem	8
Pawn Ticket	109
Peace Officer	18
Private Property Pda / Non Reportable	1
Reckless Driver	3
Road Hazard	7
Suspicious Person	7
Suspicious Situation	22

Reason for Contact	Count
Suspicious Vehicle	7
Trouble With Kids	2
Trouble With Neighbor	8
Trouble With Subject	43
Trash Complaint	1
Phone Harassment	6
Unwanted Subject	5
Vacation Check	2
Welfare Check	31
Wire Down	1
Work Traffic	61



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

MEMORANDUM

DATE: January 8, 2018
TO: Owosso City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: December 2017 Fire & Ambulance Report

During the month of December 2017:

Fire Department responded to 290 Ambulance calls

Fire Department responded to 15 Fire calls –

- 0 – Accidents (no injuries)
- 7 – False Alarms
- 5 – Service Calls (Wire Down, Smell of Gas etc.)
- 0 – Building Fires (Mutual Aid)
- 1– Building Fires
- 0 - Assist Ambulance
- 1– Illegal Burn
- 1 – Car Fire

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
DECEMBER 6, 2017 AT 7:32 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Treasurer Ken Cushman at 7:32 a.m.

ROLL CALL: Was taken by Executive Director, Josh Adams.

MEMBERS PRESENT: Authority Members Kenn Cushman, Mayor Chris Eveleth (left 7:49 a.m.), Jon Moore, Theresa Trecha, Kevin Wiles (arrived 7:49 a.m.), Lance Omer and Jim Woodworth.

MEMBERS ABSENT: Chairman Dave Acton and Vice-Chairman Bill Gilbert.

OTHERS PRESENT: Josh Adams, Main Street Manager; Tracey Peltier, Owosso Main Street/DDA Program Assistant; Robert Doran-Brockway, Historical Facilities Director and Phil Hathaway, Wesener Building Representative

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE AGENDA FOR DECEMBER 6, 2017 AS PRESENTED,

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES OF NOVEMBER 1, 2017, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: None.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

IT WAS MOVED BY AUTHORITY MEMBER TRECHA AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR OCTOBER, 2017 AS PRESENTED.

AYES ALL. MOTION CARRIED.

2) BUDGET REPORT

(SEE BOARD PACKET FOR BUDGET)

Mr. Josh Adams stated that there was nothing to report and just updated the members of current budget numbers.

3) WESENER BUILDING DDA LOAN

Mayor Chris Eveleth stated that representatives from the Wesener Building, LLC asked for a deferment of the outstanding DDA Loan due to the short-term restructuring of the existing loan. Eveleth asked Mr. Hathaway, a representative for the Wesener Development to talk about the loan restructure and reasoning for the deferment.

Mr. Hathaway explained that the current property owners are currently restructuring the Brownfield Plan due to added environmental remediation costs associated with the development. Mr. Hathaway stated that a new Brownfield Plan will be presented to the City for approval and their plan is to work with City administration in 2018 to find new ways to repay the existing DDA loan using both the Brownfield Plan and additional funding resources. Mr. Hathaway explained that a deferment would allow them the time to work with City administration on new reimbursement sources and put the Wesener Building in "right standing" with the DDA.

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE AN INTEREST-FREE, 2-YEAR DEFERMENT OF THE DDA LOAN.

7:49 a.m. Board Member Eveleth left.

4) FACADE GRANT UPDATE

Mr. Adams stated that the Facade Grant is on schedule. The City has put bids out for the MEDC required Certified Grant Administrator (CGA). Once a CGA is chosen, bids for an architect and environmental review can take place.

COMMITTEE UPDATES:

1) DESIGN AND BUSINESS VITALITY.

Mr. Adams commented that no meeting was conducted last month and there was nothing to report.

2) PROMOTION AND OUTREACH.

Mr. Adams commented that no meeting was conducted last month and there was nothing to report.

BOARD COMMENTS:

None

ADJOURNMENT:

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 8:12 A.M.

AYES: ALL. MOTION CARRIED.

Kevin Wiles, Secretary

mms

**PARKS AND RECREATION COMMISSION
REGULAR MEETING
WEDNESDAY, DECEMBER 27 – 7:30 p.m.
(Postponed from Tuesday, December 12, 2017)
City Hall Conference Room
301 W. Main St. Owosso, MI 48867**

CALL TO ORDER: Chairman Espich called the meeting to order at 7:35 p.m.

PLEDGE OF ALLEGIANCE: Was recited.

ROLL CALL: Was taken by Deputy City Clerk Roxane Cramer.

MEMBERS PRESENT: Chairman Mike Espich, Vice-Chair Jeff Selbig, Commissioners Jerry Hebekeuser and Nell Anne Hebekeuser.

MEMBERS ABSENT: Commissioners Rick Morris, Nick Seabasty and Randy Woodworth

OTHERS PRESENT: City Manager Donald Crawford.

APPROVAL OF AGENDA: **COMMISSIONER JERRY HEBEKEUSER MADE A MOTION TO APPROVE THE AGENDA FOR DECEMBER 27, 2017 WITH THE FOLLOWING CHANGE: REMOVE PICKLEBALL ITEM**

**MOTION SUPPORTED BY COMMISSIONER NELL ANNE HEBEKEUSER
AYES ALL, MOTION CARRIED.**

APPROVAL OF MINUTES: **COMMISSIONER JERRY HEBEKEUSER MADE A MOTION TO APPROVE THE MINUTES FROM NOVEMBER 29, 2017 WITH THE FOLLOWING CHANGES: CHAIRMAN EPICH WANTED THE MINUTES TO REFLECT THAT THE DISC GOLF COURSE WILL ALWAYS NEED CONTINUED MAINTENANCE.**

**MOTION SUPPORTED BY COMMISSIONER NELL ANNE HEBEKEUSER.
AYES ALL, MOTION CARRIED.**

PUBLIC COMMENTS/COMMISSIONER COMMENTS:
Vice Chair Selbig commented he would like to revisit Pickleball at the March meeting.

Chairman Espich would like to have an Ad-hoc meeting at the end of next week to discuss the Polar Plunge.

COMMUNICATIONS:
None

BUSINESS:

Parks and recreation plan
City Manager Crawford reported the Parks and Recreation Master Plan had been approved by City Council.

Skate park application
The City Manager explained that the state has not yet announced the results of the grants awarded for the program the city applied for.

Commissioner Hebekeuser questioned if the State has a timeline for the grants. The City Manager explained this time last year they had already announced the grant.

Patronicity program

Chairman Espich moved this discussion until next month due to waiting on the status of the grant application.

Disc golf update

City Manager gave an update on the course. The commissioners had a short discussion about pouring the pads. Chairman Espich is going to check with Jon Beebe and Eric Sanderson (designers of the disc golf course) about coming to the January or February Parks and Rec meeting.

Concrete children's play structures

City Manager Crawford reported that the best concrete pipes are being saved for them. The pipes will be going to Hopkins Lake, the soccer field and near the Episcopal Church.

Date and time of meetings next year

Commissioners set the next meeting for January 24th at 7:30 p.m.

Future Eagle Scout projects

The City Manager reported that he has been contacted for Eagle Scout Projects and he is looking for some ideas for them.

Vice Chair Selbig suggested a labyrinth at Harmon Partridge Park. Commissioners had a short discussion regarding a labyrinth at a park. Vice Chair Selbig will bring some examples for a labyrinth in for the next meeting.

City Manager suggested commissioners think of several possible Eagle Scout Projects.

Chairman Espich suggested playground equipment is always a good project.

Vice Chair Selbig suggested way finding signs for all the parks.

Commissioners Jerry and Nell Anne Hebekeuser suggested putting a swing set at the baseball park for younger children to use.

Update on Rail Trail

City Manager reported that they are taking lime from water treatment plant to mix with the lime already in place on the trail in hopes the lime will harden up.

PUBLIC COMMENTS / COMMISSION COMMENTS

None.

VICE-CHAIR SELBIG MADE A MOTION TO ADJOURN AT 8:27 P.M.

**MOTION SUPPORTED BY COMMISSIONER JERRY HEBEKEUSER
ALL AYES, MOTION CARRIED.**