

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MARCH 07, 2016
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 16, 2016:

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF FEBRUARY 20, 2016:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Plunge for Parks Awards. Parks & Recreation Chairman Michael Espich will present awards to those who participated in the Plunge for Parks event for the top fund raiser, most original jump and best costume.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

Project Status Report

CONSENT AGENDA

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

Name	Board/Commission	Term Expires
Julie Omer	L DFA/Brownfield Authority (filling unexpired term of M. Erickson)	06-30-2016
Julie Omer	L DFA/Brownfield Authority (full term)	06-30-2020
Carolyn Ebert	Owosso Historical Commission (filling unexpired term of R. Dean Ebert)	12-31-2016

2. Amendment to Standard Lighting Contract with Consumers Energy - Approve change to the Standard Lighting Contract with Consumers Energy, concerning a streetlight at 917 George between Henry Street and Fredrick Street.
3. MDOT Cost Agreement No. 16-5000 for North Street Road Improvements – Authorize execution of MDOT Cost Agreement for road improvements of North Street over Corlett Creek.
4. Bid Acceptance & Contract Approval for Pyramid Paving Company – Accept the bid from Pyramid Paving Company, Saginaw MI for the resurfacing of Gould Street, and approve a contract to them.
5. Sale of Fire House Trailer - Authorize donation of the Fire Department “Fire House Trailer” to the Shiawassee County Firefighters Association for complete refurbishment and future scheduled access by the City of Owosso.
6. Authorization and Approval to Amend the Professional Service Agreement with Orchard, Hiltz, and McClement (OHM) - Amend the agreement with OHM concerning Task No.5, cleaning and televising for \$488,260.00, and for OHM subcontract with Red-Zone Robotics do the televising of all city sanitary sewers and to clean problem areas.
7. Authorization to Enter into a Services Agreement with Peerless Midwest Incorporated - Authorize the repair and overhaul of a one vertical turbine pump (one of five) at the wastewater treatment plant in an amount not-to-exceed \$10,261.86.
8. Repeal of City’s Soil and Erosion Control Regulation, etc. – Schedule a hearing on repeal of the city’s soil and erosion control regulation ordinance.
9. Resolution Authorizing the Execution of an Agreement for Professional Engineering Services With Rowe Professional Services Company – Approve an agreement for Roadway Construction to serve Owosso Brownfield Redevelopment Authority District No. 8.
10. Resolution Authorizing the Execution of an Agreement for Professional Engineering Services With Orchard, Hiltz, & McClement (OHM) –Approve an agreement for services with OHM for water main to serve Owosso Brownfield Redevelopment Authority District No. 8.
11. Warrant No. 519. Authorize Warrant No. 519 as follows:

Vendor	Description	Fund	Amount
Reeves Wheel Alignment Inc.	Maintenance/repairs on public safety vehicles – February 2016	General	\$ 6,852.39
		TOTAL	\$ 6,852.39

12. Check Register – February, 2016 – Affirm check disbursements totaling \$2,286,217.05 for February 2016.

ITEMS OF BUSINESS

1. Price Restructuring of Lots in Osburn Lakes Subdivision – Approve price restructuring of smaller lots adjacent to Gould Street in the Osburn Lakes Subdivision.
2. Amended Purchase Agreement with Cargill, Inc. - Approve the amended purchase agreement with Cargill Incorporated for 1509 W. Oliver property by extending the due diligence period to May 15, 2016.
3. Authorize Lot Split – 1404 Rain Street – Approve lot splits for 1404 Rain Street, which has been reviewed by each department head within the City of Owosso.
4. Authorize Lot Split – 1410 Rain - Approve lot splits for 1410 Rain Street, which has been reviewed by each department head within the City of Owosso.
5. Authorize Lot Split – 1416 Rain - Approve lot splits for 1416 Rain Street, which has been reviewed by each department head within the City of Owosso.
6. City of Owosso Real Estate Auction – Authorize the auction sale of specified city-owned parcels of real property.
7. Resolution Submitting Bond Proposal for Street Improvements – Consider submitting a bond proposal for street improvements to the voters of the City of Owosso.

COMMUNICATIONS

None.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, March 21, 2016

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – Alternate - term expires June 30, 2018
Downtown Historic District Commission – term expires June 30, 2016

ADJOURNMENT

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF FEBRUARY 16, 2016
6:30 P.M.
SPECIAL START TIME**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

OPENING PRAYER: CAMERON BRADY
SHIAWASSEE COUNTY HABITAT FOR HUMANITY

PLEDGE OF ALLEGIANCE: 2016 LEADERSHIP SHIAWASSEE REPRESENTATIVES

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

ABSENT: Councilperson Loreen F. Bailey.

APPROVE AGENDA

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

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

APPROVAL OF THE MINUTES OF Regular MEETING OF FEBRUARY 1, 2016

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of February 1, 2016 as presented.

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

DISCUSSION

Cargill Project – Next Steps

City Manager Donald D. Crawford gave a presentation on the necessary steps to accomplish the property deal with Cargill, Inc. which could potentially include amendment(s) to the Brownfield Plan for the site, State financial assistance, and bonding to finance infrastructure improvements. Council reacted favorably to the project and its demands on the City.

The meeting recessed briefly from 7:18 p.m. until 7:20 p.m. to allow the room to be returned to its normal state.

Upon returning from recess Mayor Frederick asked if the Council would consider suspending the rules of order to consider an amendment to the Consent Agenda. Staff was requesting the removal of Consent Agenda 1. Special Assessment District No. 2016-01 be removed to allow opportunity to negotiate and potentially lower the proposed special assessments.

Motion by Mayor Pro-Tem Eveleth to suspend the rules of order to consider an amendment to the Consent Agenda.

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

Motion by Mayor Pro-Tem Eveleth to remove Consent Agenda 1. Special Assessment District No. 2016-01.

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

STUDENT REPRESENTATIVE REPORT

Lincoln High School

Lincoln High School student representatives Elaina, Cole & Mackenzie provided an update on recent events at the school

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments at this time.

There were no Council comments at this time.

CITY MANAGER REPORT

City Manager Donald Crawford provided an update on the Shiawassee Sanitary Landfill Remediation Project. He noted that bids have been received for the work and negotiations are underway with the other members of the landfill group to develop a written contract for the work.

CONSENT AGENDA

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

Special Assessment District No. 2016-01. (This item was removed from the agenda.)

Traffic Control Order No. 1345. Approve Traffic Control Order No. 1345 establishing a “No Parking” zone on the west side of Ada Street between Oliver and Lee Street from 3:00pm - 4:00pm on school days.

Mid-Michigan Custom Car Show Permission. Consider application of Andy Genovese on behalf of the Mid-Michigan Custom Car Show for use of Washington Street from Main Street to Mason Street and Exchange Street from Water Street to Park Street from 8:00am to 6:00pm on Sunday, May 15, 2016 for the Mid-Michigan Custom Car Show and authorize Traffic Control Order No. 1346 formalizing the request.

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

Name	Board/Commission	Term Expires
Kevin Maurer	Building Board of Appeals – Alternate	06-30-2018

Vince Gonyou*	Downtown Historic District Commission	06-30-2019
Lance Omer*	Downtown Historic District Commission	06-30-2019
Tracey Peltier*	Historical Commission	12-31-2018
John Horvath*	L DFA/Brownfield Redevelopment Authority	06-30-2016
Richard Williams*	L DFA/Brownfield Redevelopment Authority	06-30-2020
Michael Espich*	Parks & Recreation Commission	06-30-2018
Shane Nelson*	Parks & Recreation Commission	06-30-2018
Rosemary Schultz*	Shiawassee District Library Board	06-30-2020
John Horvath*	Zoning Board of Appeals – Alternate	06-30-2019

*Flexible Spending Account Terms Adoption. Authorize acceptance of the terms governing the Flexible Spending Accounts available to City employees, with a retroactive effective date of January 1, 2016 as follows:

RESOLUTION NO. 08-2016

ADOPTING THE CITY OF OWOSSO FLEXIBLE SPENDING PLAN

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

WHEREAS, under the tax laws of the United States of America the city council must adopt a resolution for the calendar year effective January 1, 2016 and subsequent years.

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

- FIRST: that the form of Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2016 presented and attached is approved and adopted and that the duly authorized agents of the city are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.
- SECOND: that the Administrator is instructed to take such actions that they deem necessary and proper to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.
- THIRD: that the duly authorized agent of the Employer (the human resources director) shall act as soon as possible to notify city employees of the Cafeteria Plan’s adoption by delivering to each employee a copy of the attached *Summary Plan Description*, which is hereby approved.
- FOURTH: the undersigned certifies that attached as Exhibits A and B, respectively, are true copies of the *City of Owosso Flexible Spending Plan* and the *Summary Plan Description* approved and adopted in this resolution.
- FIFTH: that all prior resolutions and documents for the *City of Owosso Flexible Spending Plan* are rescinded as of January 1, 2016.

*Periodic Restatement of Defined Contribution Retirement Plan. Consider resolution authorizing restatement of the defined contribution retirement plan for City employees with ICMA Retirement Corporation and further authorizing the City Manager to execute appropriate documents as outlined by ICMA as follows:

RESOLUTION NO. 09-2016

APPROVING THE ICMA-RC RESTATEMENT

WHEREAS, the City of Owosso has employees rendering valuable services; and

WHEREAS, the City of Owosso has established a qualified retirement plan for such employees that serves the interest of the city by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City of Owosso has determined that the continuance of the qualified retirement plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the City of Owosso hereby amends and restates the qualified retirement plan (the "Plan") in the form of The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the City of Owosso serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

BE IT FURTHER RESOLVED that the employer hereby agrees to serve as Trustee under the Plan.

BE IT FURTHER RESOLVED that the City Manager shall continue to be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the Vantage Trust; and shall cast, on behalf of the City, any required votes under the Vantage Trust; and may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the City of Owosso hereby authorizes the City Manager to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

Warrant No. 518. Authorize Warrant No. 518 as follows:

Vendor	Description	Fund	Amount
William C. Brown, P.C.	Professional Services- January 12, 2016-February, 8, 2016	General	\$ 8,947.72
Logicalis, Inc.	Networking engineering- January 2016	General	\$ 5,488.00

*Check Register – January 2016. Affirm check disbursements totaling \$1,887,904.74 for the month of January 2016.

Motion supported by Councilperson Fox.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bailey.

ITEMS OF BUSINESS

I-69 International Trade Corridor Board Appointments

Motion by Mayor Pro-Tem Eveleth to reappoint City Manager Donald D. Crawford as the City's representative to the I-69 Corridor Board and grant the City Manager authority to appoint alternate board member(s) as follows:

RESOLUTION NO. 10-2016

**APPOINTING CORPORATION BOARD MEMBER AND ALTERNATE TO
THE I-69 INTERNATIONAL TRADE CORRIDOR NEXT MICHIGAN DEVELOPMENT CORPORATION**

WHEREAS, the city of Owosso is a member of the I-69 International Trade Corridor next Michigan Development Corporation; and

WHEREAS, as long as the city of Owosso remains a member of the I-69 International Trade Corridor Next Michigan Development Corporation the city is entitled to one board member and an alternate to be appointed by the appointing authority under the *Interlocal Agreement creating the I-69 International Trade Corridor next Michigan Development Corporation*; executed December 22, 2011; and

WHEREAS, the *Interlocal Agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation* provides that the tenure of any board member shall not exceed four years, that any member may resign anytime and/or may be removed anytime by the appointing authority.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Michigan as the appointing authority that:

FIRST: Donald D. Crawford is appointed as the board member representing the city of Owosso.

SECOND: The City Manager may appoint an alternate board member(s) to represent the city of Owosso in his stead.

Motion supported by Councilperson O'Leary.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bailey.

***OHM Professional Engineering Services Contract Addendum No. 2**

Motion by Mayor Pro-Tem Eveleth to authorize execution of Addendum No. 2 to the contract with Orchard, Hiltz & McCliment d/b/a OHM Advisors for Professional Engineering Services adding the development of a Water Reliability Study and General Plan Support Services in an amount not to exceed \$50,000.00, and further authorize payment up to the Addendum amount upon satisfactory receipt of deliverables as follows:

RESOLUTION NO. 11-2016

**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 2 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, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution 26-2015 on April 6, 2015; and

WHEREAS, the city and engineer desires to expand the contract to include a water reliability study and general plan as outlined in the attached Addendum 2.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 26-2015 on April 6, 2015 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include a water reliability study and general plan as outlined in the attached Addendum 2.

SECOND The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Addendum No. 2, Water Reliability Study & General Plan Support Services with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors in an amount not to exceed \$50,000.

THIRD: The above expenses shall be paid from the water fund.

Motion supported by Councilperson Teich.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilperson Bailey.

COMMUNICATIONS

Building Official. January 2016 Building Department Report.

Building Official. January 2016 Code Enforcement Report.

Public Safety Director. January 2016 Police Report.

Public Safety Director. January 2016 Fire & Ambulance Report.

Historical Commission. Minutes of January 11, 2016.

Parks & Recreation Commission. Minutes of January 11, 2016.

Parks & Recreation Commission. Minutes of January 25, 2016.

DDA/Main Street Board. Minutes of February 3, 2016.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments at this time.

Councilperson Greenway commented that it was nice to see the sushi restaurant had finally opened.

NEXT MEETING

Special Meeting: Saturday, February 20, 2016 at 9:00 a.m.
Regular Meeting: Monday, March 07, 2016 at 7:30 p.m.

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – Alternate - term expires June 30, 2018
Downtown Historic District Commission – term expires June 30, 2016
Historical Commission – term expires December 31, 2016

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 7:28 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

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

**CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES OF FEBRUARY 20, 2016
9:00 A.M.**

PRESIDING OFFICER: MAYOR BENJAMIN R. FREDERICK

PLEDGE OF ALLEGIANCE: MAYOR BENJAMIN R. FREDERICK

PRESENT: Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, Burton D. Fox, Elaine M. Greenway, and Robert J. Teich, Jr.

ABSENT: Councilperson Michael J. O'Leary.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

ITEMS OF DISCUSSION

Proposed Auction of City-owned Properties

There was a lengthy discussion regarding which properties to sell, whether they should be sold separately or as a group, ensuring as many lots as possible are buildable, and how to handle the Charter provision requiring a 21-day posting period in the context of an auction. It was agreed the properties to be auctioned would first be listed for sale by a local realtor with the terms posted for a 21-day period. Any unsold parcels will then be sold at auction, but only with the seller's final approval.

The Council and staff then worked through each parcel on the list to determine how each would be addressed for sale. Various parcels were pulled from the list because it was thought they were unbuildable, others will be split, or combined as necessary to facilitate sale.

Property Sale Policy Amendment

City Manager Donald D. Crawford inquired whether the Council wanted to amend the current property sale policy. Mayor Frederick noted that in some cases the Council seemed to be moving away from using the assessed value as a minimum price. There was discussion whether the assessed value policy was hindering sales. Osburn Lakes sales that could have been considered if the policy were different were also discussed. City Manager Crawford noted that Council could sell a property for whatever they felt was appropriate if the deal was properly posted for 21 days.

A change in the price of the five lots at the very front of the Osburn Lakes development was discussed as a means of spurring sales of other lots in the development. At the conclusion of the discussion the Council made no motions to amend the current Property Sale Policy, but they did direct the City's real estate agent to revisit a deal with a developer that was turned down by staff because it did not meet the assessed value requirement.

City Attorney William C. Brown indicated he will meet with the title company to work out the auction issues.

NEXT MEETING

Monday, March 07, 2016

BOARDS AND COMMISSIONS OPENINGS

Board of Review – term expires December 31, 2020
Building Board of Appeals – Alternate - term expires June 30, 2018
Downtown Historic District Commission – term expires June 30, 2016
Historical Commission – term expires December 31, 2016

ADJOURNMENT

Motion by Mayor Pro-Tem Eveleth for adjournment at 10:45 p.m.

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

Benjamin R. Frederick, Mayor

Amy K. Kirkland, City Clerk

PROJECT STATUS REPORT--FEBRUARY 1, 2016

0	PROJECT TITLE	PROJECT DESCRIPTION	PROJECT STATUS --1 new project, 2 updated project, 3 no change in project
2	I-69 International Trade Corridor Next Michigan Development Corporation	Participate in a proposal to have Owosso execute an interlocal agreement creating the I-69 International Trade Corridor Next Michigan Development Corporation.	The next meeting will be at 9:00 a.m. on Tuesday, March 8 at Bishop Airport.
2	Cargill property purchase and development	Sell approximately 20 acres of reclaimed brownfield property for industrial development.	The city council approved the sale June 15. The closing has been postponed. Cargill is completing site planning, and engineering by the city is underway concerning possible additional environmental cleanup, roadways and utilities. Negotiations have been completed to secure right-of-way and easements. MEDC is working to provide state financial assistance.
2	Osburn Lakes Phase 1 lot sales	Marketing of lots by Century 21--Looking Glass.	A marketing program has been implemented which includes advertising, marketing brochures and signage. A lot at 1260 Holly has been sold. Potential buyers are looking at other lots. A proposal to reduce the price on some small lots will be considered by the city council March 7.
2	2015-16 elections	The November election is now history. Must prepare for elections in March 2016 (primary), May 2016 (county), August 2016 (primary), and November 2016 (general).	Final planning is underway for the March 8 primary.
2	Shiawassee Sanitary Landfill	Enter into a consent order with DEQ to define and limit responsibility for the former Shiawassee Sanitary Landfill. Proceeding with the order to install water services to the residential area near the site.	Two bids were received, with both exceeding the engineering estimate. A contract has been prepared for execution with F&V Construction.
2	2016-17 budget	Prepare and adopt budget for the fiscal year beginning July 1, 2016.	Budget preparation is underway, with the initial presentation to the city council scheduled for April 4. Items relatively fixed (such as existing personnel, fuel, insurances, utilities) are being projected. Departmental requests were received February 29.
2	Disc golf course	Install a disc golf course near Hopkins Lake.	Because of the inability to use cemetery property, alternate locations have been examined. Plans are underway to use portions of the Hopkins Lake property where there would be little conflict with hiking paths. The volunteer group are still in the process of formatting the layout. The baskets have been received.
2	North Street culvert	A culvert under North Street west of Chipman is showing signs of major deterioration.	A MDOT transportation safety grant has been approved for \$150,267.20, which is expected to cover 80% of the cost. The city and other entities will be required to contribute an estimated \$37,566.80. The Shiawassee County Road Commission will be contributing \$11,000. The MDOT bid opening was March 4.

2	Gould Street improvement	Seek funding from the Michigan Department of Transportation for repairing and resurfacing Gould Street from M-21 to M-71.	MDOT approved \$352,000 in funding under the economic development program for this project. An \$88,000 contribution from the city will be required. Bids have been received, and Special Assessment Resolution #4 will be considered by the city council in March.
2	East Oliver street project	Rebuild Oliver Street from Washington Street to Gould Street.	The project is scheduled for MDOT's Small Urban Projects Program in FY 2016-17. Field work has been completed and plans completed to the point requiring key decisions on what to include and funding. It will soon be necessary to determine the spreading of assessments to benefitted properties.
2	Wayfinding signs	Install signs at key locations throughout the community to give directions to points of interest.	Businesses have agreed to purchase the signs and poles for six of the 12 proposed signs. Discussions are underway with MDOT regional representatives, as the new MDOT region has different standards than the former region.
2	Regulatory sign management study and report	MDOT is requiring that all reflectorized signs be inventoried and a replacement schedule developed.	The installation of signs is continuing in the southwest portion of the city.
2	Sidewalk repair and replacement	Replace damaged sidewalks and curbs throughout the city.	Seifert Construction will be completing the 2015 work in the spring.
2	Safe routes to schools	Develop a program and prepare an MDOT application for funding a program creating safe routes to schools.	Data from students and parents have been collected. Participation in the required parental walks has been disappointing, which delayed the project. Plans are underway using nonparents in an attempt to qualify for funding in 2016.
2	2015 street projects (double chip seal)	Double chip seal is the application of two layers of chip seal, consisting of asphalt and gravel, applied one immediately after another. Used on streets to extend the life by 10-15 years where the underlying base is in good condition.	The work is scheduled during spring 2016 by Highway Maintenance because of the delays in 2015. The streets included in the program are: Beehler, Chipman to Cedar (3,852 syd); Henry, Chestnut to Kenwood (5,024 syd); Nafus, Frederick to Stewart (2,376 syd); Isham, Frederick to Stewart (2,640 syd); George, Herman to Henry (2,878 syd); Nelson, Herman to Frederick (1,760 syd); Kenwood, Herman to Freeman (697 syd); Freeman, Nelson to Kenwood (1,505syd); Mary, Chipman to State (924 syd); Hiram, Chipman to State (836 syd); State, South to North End (1,540 syd); Washington, City limits to Harper (3,662 syd); Industrial, McMillan to Aiken (4,840 syd). Bids were received and a contract awarded to Highway Maintenance.
2	Facade grants	The city has qualified for state facade grants in the downtown area.	Applications have been received and reviewed with the state of Michigan. Design and architectural work is on schedule with contracts coming to the city council in March. Work on the buildings is expected to begin in the April-June 2016 time frame.
2	Downtown rental program	Assist building owners to convert unused upper floors of buildings into apartments.	A \$188,000 application has been approved for four units at 114-116 North Washington. The project is underway. The required water service has been installed. Applicants are being sought for inclusion in the program for the next round of funding.

2	Shiawassee County housing rehabilitation program	Owosso administers the Shiawassee County rehabilitation program, which receives funding from the Michigan State Housing Development Authority.	The release of \$300,000 has taken place; applications have been processed, with work being scheduled. The state is ending the program following completion of this round of projects.
2	Defibrillator bid	Bid are being sought for a portable pre-hospital monitor/defibrillator for the public safety department.	Bids were awarded December 21; all items have been received.
2	Ambulance purchase	Purchase a new ambulance.	Preparation has been completed, and the unit is being put into service.
2	Police vehicles	Purchase two police vehicles.	Both vehicles have been received and are in service.
2	Stormwater, Asset Management, and Wastewater (SAW) Program	The city was awarded \$1,373,938 in the form of two SAW grants.	OHM has developed a database on all manholes which includes information on existing condition and flows; pictures have been completed. Plans are underway for employing a contractor to clean and televise a large part of the system. The first reimbursement from DEQ has been received.
2	Chestnut Street water main	Install new water main along South Chestnut from Frederick to South Street.	The project will be completed, along with providing water service to the area near the former Shiawassee Sanitary Landfill. After analyzing the bids, the city intends to proceed alone and not as a part of the Group's landfill project.
3	Tree City USA	Recognition by the National Arbor Day Foundation for having an ongoing street tree maintenance and replacement program.	The renewal application has been prepared and submitted, and the city is waiting for acceptance into the program.
3	MDOT annual right-of-way permit	An annual permit is required to allow the city to maintain utilities and other infrastructure within the MDOT rights-of-ways.	The application was completed and submitted, and approval has been received.
3	Bentley Park ice rink	Set up the portable ice rink on the tennis courts at Bentley Park.	The ice rink has been open only a few days because of temperatures not getting and staying low enough to freeze the ice.
3	Annual financial audit	Complete audit for fiscal year 2014-15 and submit to state of Michigan by December 31, 2015.	The audit was completed and submitted to the Michigan Department of Treasury.
3	Small truck purchase	Specifications have been prepared for the purchase of seven replacement pickup trucks for vehicles that are 15 to 20 years old.	The bid was awarded November 16 and the trucks have been delivered.
3	HVAC maintenance service contract	City properties have numerous heating, ventilation, and air conditioning systems. These require ongoing maintenance to operate efficiently and to avoid costly breakdowns.	A contract with Bradley Hurley d/b/a Victory Heating and Cooling was approved November 2, and routine maintenance is underway. The contractor is also addressing boiler problems in the public safety building.



MEMORANDUM

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

DATE: March 7, 2016

TO: Mayor Frederick and the Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: Change to Standard Lighting Contract

RECOMMENDATION:

I recommend Council approval of the proposed change to the Standard Lighting Contract with Consumers Energy.

BACKGROUND:

The city has had a request for a street light at 917 George between Henry street and Fredrick street. This area is very dark when kids walk this way to school. The addition of this street light will make it safer for the children walking to school. Consumers Energy has forwarded the paperwork necessary to complete the change and it is presented to you now for your review.

FISCAL IMPACTS:

As with all other street lights outside the downtown area, this light will be owned by Consumers Energy and the City will be responsible for its energy usage.



CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

February 16, 2016

NOTIFICATION #:
1033774332

CITY OF OWOSSO
301 W MAIN ST
OWOSSO, MI 48867-2915

REFERENCE: 917 GEORGE ST, OWOSSO

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). In conjunction with the work, a non-refundable payment of \$100.00 per luminaire is required.

A monthly energy charge associated with this lighting installation for 1 Luminaire(s) is approximately \$11.75. This charge is subject to change based on current rates. After the installation is complete, you will begin receiving a separate monthly bill for the above energy charge. You are responsible for the final restoration.

The estimated cost for your energy request is as follows:
Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	
Installation Charge (\$100.00 per Luminaire):	\$ 100.00
Additional Costs	
Total Estimated Cost:	\$ 100.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	\$ 100.00

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully. Contact the Consumers Energy Customer Energy Specialist or Representative assigned to your notification with any questions about your request at: 989-729-3212 .

Sent on behalf of,
Kelly M Freed
Consumers Energy Customer Energy Specialist



CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

**PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO
CONSUMERS ENERGY IN THE ENVELOPE PROVIDED**

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:

POBoxCEServiceRequest@cmsenergy.com

<input type="checkbox"/>	SIGNED ELECTRIC CONTRACT (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (TOP STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:

NOTIFICATION REFERENCE NUMBERS

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1033774332

CONSUMERS ENERGY
 CEM Support Ctr - Lansing RM 122
 530 W Willow St
 Lansing, MI 48906-4754



CITY OF OWOSSO
 301 W MAIN ST
 OWOSSO MI 48867-2915

PREPAYMENT REQUEST

Due Date	Total Due
03/17/16	\$100.00
Amount Enclosed	\$

Please detach this stub and return it with your payment

CONSUMERS ENERGY

Account Number 300009945035
Account Name CITY OF OWOSSO
Address 301 W MAIN ST
 OWOSSO, MI 48867

Invoice Number 9306788124
PO Number
PO Date
Bill Date 02/16/16
DUE DATE 03/17/16

Comments: 917 GEORGE ST - OWOSSO - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -
 1033774332 -

Contact our secure credit/debit card payment center at 1-855-581-3753 to pay 'fee free' with your Visa or Master card. Have your account number, located at the top of this invoice ready. If you have any questions related to this bill or issues making your payment please contact your Consumers Energy representative.

Item	Description	Quantity	Unit Price	Amount
40010403	Electric Streetlights-CIAC	1.0 EA	\$100.00	\$100.00
Payment Terms:	Due by: 03/17/16	TOTAL DUE*:		\$100.00

PLEASE ENCLOSE THE TOP PORTION OF THIS INVOICE WITH YOUR PAYMENT. THE ACCOUNT NUMBER IS NECESSARY TO ENSURE YOUR PAYMENT IS PROPERLY CREDITED. THANK YOU

Contact Information: Kelly M Freed -989-729-3212 -

*Payments applied after the date of 02/16/16 are not included.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

www.consumersenergy.com





**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000143162

Consumers Energy Company is authorized as of _____, by the City of Owosso, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Owosso, dated 4/1/1977.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1033774332

Construction Work Order Number(s):

26716976

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 4/1/1977 shall remain in full force and effect.

City of Owosso

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Owosso, dated 4/1/1977, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Shiawassee

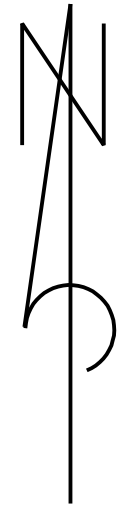
I, _____, Clerk of the City of Owosso, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

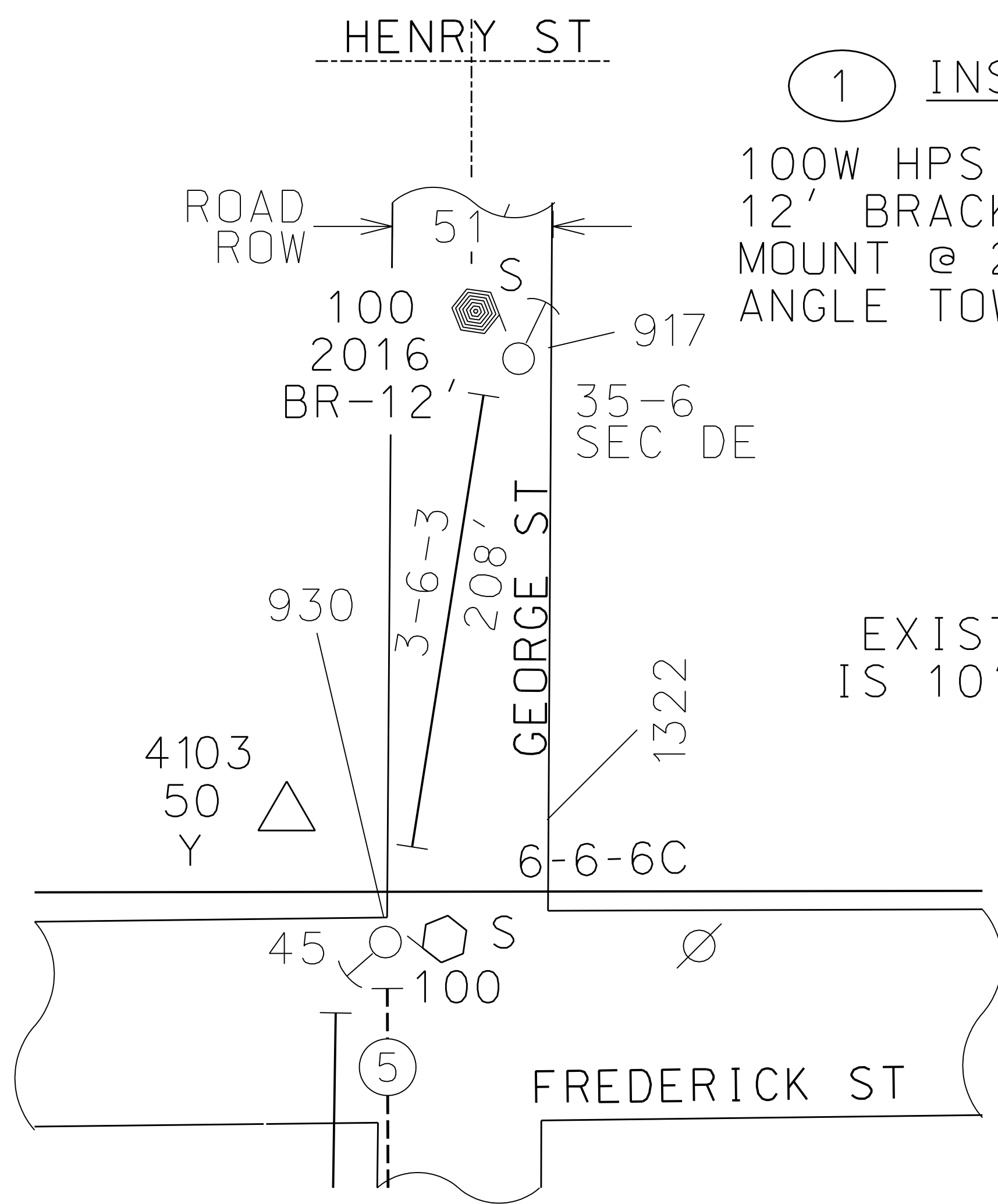
Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Install</u>	917 George St, Owosso



SHIAWASSEE CO
OWOSSO TWP
T07 R52 SEC.23




① INSTALL
100W HPS STREETLIGHT
12' BRACKET PER EDEM 42-110
MOUNT @ 23' PER EDEM 42-107
ANGLE TOWARD NORTH APPROX. 290 °

EXISTING WOOD POLE
IS 10' OFF ROAD EDGE

NOTIFICATION# 1033774332

ORDER NUMBER

 A CMS Energy Company <i>ELECTRIC</i>	DESIGNED BY K. FREED	DATE 02/11/16	917 GEORGE ST, OWOSSO STLT			
	APPROVED BY	DATE	For: CITY OF OWOSSO 917 GEORGE ST OWOSSO			
SHEET 1 OF 1		SCALE NONE				
<p align="center">-CONSTRUCTION CERTIFICATION-</p> <p>Work was constructed as Engineered or Changed as Indicated. All Salvageable Material Was Returned to Stores.</p> <p>Signed _____ in Direct Charge of Work</p> <p>Dates: Started _____ Completed _____</p> <p>MISS DIG NUMBER: _____ DATE: _____</p>	TLM NUMBER	# OF RODS	OHMS	CONSTRUCTION MEASURE NUMBER		
	0752234103			100003723744		
	SUBSTATION	WD NO.		ORDER TYPE	MAINTENANCE ACTIVITY TYPE	DESIGN NUMBER
	WEST MAIN	0451		ECNC	STL	10672523
	CIRCUIT	CKT NO.	LCP NO.	STAKED	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
SOUTH ST	03	0553	TREES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

ELECTRIC CAD TITLE BLOCK (8-1/2x11) 10-30-2008
SHEET A

2/11/2016 10:40:43 AM C:\of\backup\wrad\ustn\dgn\10672523.001

DESIGN FILE NAME: 10672523.001
T R S 07 52 23



MEMORANDUM

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

DATE: March 7, 2016

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Cost Agreement between MDOT and City for road improvements along North Street over Corlett Creek, between Center and Chipman Streets.

RECOMMENDATION:

I recommend City Council approve MDOT Cost Agreement No. 16-5000 for the proposed road improvements along North Street over Corlett Creek, between Center and Chipman Streets. The Agreement has been approved by the City Manager as to substance and form. A resolution to approve the Agreement is attached for your consideration.

BACKGROUND:

On August 18, 2014, City Council resolved that city staff make application to MDOT for federal Local Safety Program funds for road improvements of North Street over Corlett Creek. The state of Michigan offers these funds for highway safety improvements on the local roadway system. Scope of work includes replacing the box culvert structure, hydraulic improvements of the crossing, road widening, guardrail replacement, and watermain relocation; altogether with related work items. This Agreement fixes the rights and obligations of both parties to proceed with the project. The agreement is in the form of Advance Construct. The City will initially fund the project and receive its share of federal funds at a later date. The City is responsible to design and oversee the project in accordance with state standards. The state agrees to reimburse the city for its share of federal funds when available, in accordance with the agreement. The Shiawassee County Road Commission has verbally agreed to pay for its share of funds after final costs have been established. The Shiawassee County Drain Commission has verbally agreed to pay for its share of cost after final costs have been established.

FISCAL IMPACTS:

The total estimated cost for this project is \$246,400.00 and of that amount, Federal Highway Safety Improvement Program Funds will pay \$173,694.40. The City's estimated share is \$72,705.60. The City will also be responsible for any cost overruns exceeding the \$246,400.00 estimated cost for the project. Funds for the City's share of cost will be taken from the 2010 Unlimited Obligation Bond Proceeds Account No. 203-451-818000 and other funds as appropriate.

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF MDOT COST AGREEMENT FOR ROAD IMPROVEMENTS OF NORTH STREET OVER CORLETT CREEK

WHEREAS, North Street over Corlett Creek, between Center and Chipman Streets is a part of the City's local classified street system; and

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

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

WHEREAS, the City has applied for, and is now approved to receive, Federal Highway Safety Improvement Program Funds to assist in road improvements of this road; and

WHEREAS, after review, city staff recommends approval of MDOT Cost Agreement No. 16-5000 for the proposed hot mix asphalt paving work along West North Street from east of Center Street easterly to east of Corlett Creek; including road widening and realignment, guardrail and slope improvement work; and altogether 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 North 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. 16-5000 for the proposed road improvements of North Street over Corlett Creek, between Center Street and Chipman 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 \$246,400.00 from the 2010 Unlimited Obligation Bond Proceeds fund and other funds as appropriate, and directs the City Manager to proceed with the project, in accordance with the contract.

(ADVANCE CONSTRUCTION CONTRACT)
HISP

DA
Control Section HSIP 76609
Job Number 127416A
Project HSIP 1676(004)
Federal Item No. RT 0326
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 16-5000

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 agreeing to the following improvements, in the City of Owosso, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 14, 2016, attached hereto and made a part hereof:

Hot mix asphalt paving work along West North Street from east of Center Street easterly to east of Corlett Creek; including road widening and realignment, guardrail and slope improvement work; 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:

HIGHWAY SAFETY IMPROVEMENT 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 PROJECT work shall be performed as an advance construction PROJECT and 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 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.

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 100 percent by the REQUESTING PARTY.

Contingent upon availability of Federal Funds and Federal approval, Federal Highway Safety Improvement Program Funds, for future fiscal years, may be applied to the cost incurred as advance construction up to the lesser of: (1) \$173,694.40, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

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. No working capital deposit will be required for this PROJECT.

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 an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding of the PROJECT is calculated by using the federal funding for the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PROJECT is determined by the current funding authorization for the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

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. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way 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. 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.

17. 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.

18. 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.

19. 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.

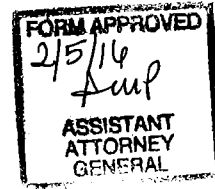
CITY OF OWOSSO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:

Quawton

Administrator
Real Estate

2/8/16
Date

rol

A. D. C. Q. 11/28/16

January 14, 2016

EXHIBIT I

CONTROL SECTION	HSIP 76609
JOB NUMBER	127416A
PROJECT	HSIP 1676(004)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$246,400.00
----------------	--------------

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$246,400.00
Less Federal Highway Safety Improvement Program Funds (Advance Construction) Future *	\$173,694.40
REQUESTING PARTY'S SHARE (Future)	\$ 72,705.60

*Contingent upon availability of Federal Funds and Federal approval, Federal Highway Safety Improvement Program Funds, for future fiscal years, may be applied to the cost incurred as advance construction up to the lesser of: (1) \$173,694.40, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract.

NO DEPOSIT

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed 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 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.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties 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. 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.
- C. 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.

- D. 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.
- E. 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.

- F. 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.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. 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.
- J. 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.
- K. 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 canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. 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 FAPG 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. General Conditions:

1. 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.
2. 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.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. 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.
- B. 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 acquisition.
- C. 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.
- D. 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.



MEMORANDUM

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

DATE: March 7, 2016

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Gould Street Resurfacing

RECOMMENDATION:

I find the cost reasonable and recommend accepting the bid from Pyramid Paving Company, Saginaw MI. for the resurfacing of Gould Street, and approve a contract to them in the amount of \$521,827.54. I further recommend accepting Change Order No. 1 in the amount of \$13,035.00 (decrease) that amends the contract and changes the contract amount to \$508,792.54.

BACKGROUND:

On December 7, 2015, City Council approved a cost agreement with the Michigan Department of Transportation for the resurfacing of Gould Street, from M-71 (Corunna Ave) to M-21 (Main St). On February 2, 2016, the City received contractor bids and Pyramid Paving Company is the confirmed low and most responsive bid. MDOT will fund its portion of project cost in accordance with the cost agreement's terms and conditions. The City of Owosso is responsible for funding the remaining amount. A tabulation of bids received is included for your consideration. City staff negotiated with Pyramid Paving Company the bid item #18 for cold milling pavement. The bid item's conditions and payment method are revised with intent to reduce the contract amount and subsequent special assessments.

FISCAL IMPACTS:

The project is funded by a combination of MDOT Transportation Economic Development Fund-Category F funds, 2010 Unlimited Obligation Bond Proceeds Account No. 202-463-818000 and other funds as appropriated.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
PYRAMID PAVING AND CONTRACTING CO. AKA PYRAMID PAVING CO.
FOR THE RESURFACING OF GOULD STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to resurface Gould Street, from M-71 (Corunna Ave) to M-21 (Main St); and

WHEREAS, the city has signed a cost sharing agreement with the Michigan Department of Transportation to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the Gould Street Resurfacing Project and a bid was received from Pyramid Paving and Contracting Co. aka Pyramid Paving Co. and it is hereby determined that Pyramid Paving Co. is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Pyramid Paving and Contracting Co. aka Pyramid Paving Co. for the Gould Street Resurfacing Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Pyramid Paving Co. in the amount of \$521,827.54.
- THIRD: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit B, Amendment No. 1 to the Contract for services between the City of Owosso, Michigan and Pyramid Paving Co. in the amount of \$13,035.00 (decrease). This change results in a revised contract amount of \$508,792.54
- FOURTH: The accounts payable department is authorized to pay Pyramid Paving Co. for work satisfactorily completed on the project up to the contract amount.
- FIFTH: The above expenses shall be paid from the 2010 Unlimited Obligation Bond Proceeds Account and other funds as appropriated.

CHANGE ORDER

No. 1

CONTRACTOR: PYRAMID PAVING COMPANY
 CONTRACT NAME: GOULD STREET RESURFACING

The Contract is modified as follows upon execution of this Change Order:

Description:

	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
DELETE:	18	Cold Milling HMA Surface	3,500	Ton	\$14.10	(\$49,350.00)
ADD:	18	Cold Milling HMA Surface	13,500	Syd	\$ 2.69	\$36,315.00
TOTAL THIS CHANGE ORDER: NET DECREASE						(\$13,035.00)

Attachments: N/A

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>521,827.54</u>
Increase (Decrease) from previously approved Change Orders No. _____ \$ <u>NONE</u>
Contract Price prior to this Change Order: \$ <u>521,827.54</u>
Increase (Decrease) of this Change Order: \$ <u>(\$13,035.00)</u>
Contract Price incorporating this Change Order: \$ <u>508,792.54</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>OCTOBER 14, 2016</u> Ready for Final Payment: _____
Increase (Decrease) from previously approved Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment: _____
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Increase (Decrease) of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Contract Times with all approved Change Orders: Substantial Completion: <u>OCTOBER 14, 2016</u> Ready for Final Payment: _____

RECOMMENDED:

By: M. Sedlak

 Title: Director of Public Works
 Date: _____

APPROVED:

By: _____

 OWNER (Authorized Signature)
 Title: _____
 Date: _____

ACCEPTED:

By: _____

 CONTRACTOR (Authorized Signature)
 Title: _____
 Date: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/2/2016
DEPT. DPW

SUBJECT: GOULD STREET RESURFACING - PAGE 1 OF 6

ITEM #	DESCRIPTION	EST. QTY	UNIT	PYRAMID PAVING CO.		MICHIGAN PAVING & MATERIALS CO.		ACE-SAGINAW PAVING CO.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LSUM	\$ 25,570.00	\$ 25,570.00	\$ 25,450.00	\$ 25,450.00	\$ 21,000.00	\$ 21,000.00
2	CURB & GUTTER, REM	1,000	FT	\$ 10.00	\$ 10,000.00	\$ 5.00	\$ 5,000.00	\$ 10.00	\$ 10,000.00
3	GUARDRAIL, REM	800	FT	\$ 2.50	\$ 2,000.00	\$ 6.00	\$ 4,800.00	\$ 1.15	\$ 920.00
4	PAVT, REM	630	SYD	\$ 10.00	\$ 6,300.00	\$ 8.00	\$ 5,040.00	\$ 10.00	\$ 6,300.00
5	SIDEWALK, REM	265	SYD	\$ 8.00	\$ 2,120.00	\$ 6.00	\$ 1,590.00	\$ 8.00	\$ 2,120.00
6	EXCAVATION, EARTH	25	CYD	\$ 40.00	\$ 1,000.00	\$ 20.00	\$ 500.00	\$ 40.00	\$ 1,000.00
7	MAINTENANCE GRAVEL	50	TON	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00	\$ 20.00	\$ 1,000.00
8	SEWER, CL A, 12", TR DET A	79	FT	\$ 60.00	\$ 4,740.00	\$ 50.00	\$ 3,950.00	\$ 60.00	\$ 4,740.00
9	SEWER, CL A, 12" TR DET B	54	FT	\$ 60.00	\$ 3,240.00	\$ 50.00	\$ 2,700.00	\$ 60.00	\$ 3,240.00
10	DR STRUCTURE COVER, TYPE B	5	EA	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00
11	DR STRUCTURE COVER, TYPE G	1	EA	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
12	DR STRUCTURE COVER, TYPE K	8	EA	\$ 700.00	\$ 5,600.00	\$ 600.00	\$ 4,800.00	\$ 700.00	\$ 5,600.00
13	DR STRUCTURE, 48" DIA	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00
14	DR STRUCTURE, CLEANING	19	EA	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00	\$ 200.00	\$ 3,800.00
15	DR STRUCTURE, TAP, 12"	1	EA	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00
16	DR STRUCURE, RECONSTR, SPECIAL	25	FT	\$ 350.00	\$ 8,750.00	\$ 100.00	\$ 2,500.00	\$ 350.00	\$ 8,750.00
17	DR STRUCTURE COVER, ADJ CASE 1	29	EA	\$ 400.00	\$ 11,600.00	\$ 400.00	\$ 11,600.00	\$ 400.00	\$ 11,600.00
18	COLD MILLING HMA SURFACE	3,500	TON	\$ 14.10	\$ 49,350.00	\$ 11.75	\$ 41,125.00	\$ 15.25	\$ 53,375.00
19	HAND PATCHING	350	TON	\$ 78.20	\$ 27,370.00	\$ 97.95	\$ 34,282.50	\$ 125.00	\$ 43,750.00
20	HMA, 4E3	2,065	TON	\$ 62.75	\$ 129,578.75	\$ 67.72	\$ 139,841.80	\$ 67.75	\$ 139,903.75
21	HMA, 5E3	1,250	TON	\$ 68.45	\$ 85,562.50	\$ 76.50	\$ 95,625.00	\$ 71.50	\$ 89,375.00
22	HMA APPROACH	15	TON	\$ 114.10	\$ 1,711.50	\$ 100.00	\$ 1,500.00	\$ 170.00	\$ 2,550.00
23	PAVT JOINT & CRACK REPAIR DET 7	1,125	FT	\$ 10.00	\$ 11,250.00	\$ 9.33	\$ 10,496.25	\$ 10.00	\$ 11,250.00
24	PAVT JOINT & CRACK REPAIR DET 8	375	FT	\$ 12.00	\$ 4,500.00	\$ 9.33	\$ 3,498.75	\$ 12.00	\$ 4,500.00
	CONTINTUED				\$ -		\$ -		\$ -
TOTAL BID									

DEPT. _____
HEAD: _____

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: _____

AWARDED: _____

PURCH. _____
AGENT: _____

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: _____

COUNCIL
APPROVED: _____

STAFF _____
REC.: _____

SOLE PROPRIETORSHIP
EXPIRATION DATE: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/2/2016
 DEPT. DPW

SUBJECT: GOULD STREET RESURFACING - PAGE 2 OF 6

ITEM #	DESCRIPTION	EST. QTY	UNIT	PYRAMID PAVING CO.		MICHIGAN PAVING & MATERIALS CO.		ACE-SAGINAW PAVING CO.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
25	DRIVEWAY, NONREINF CONC 7"	35	SYD	\$ 40.32	\$ 1,411.20	\$ 39.60	\$ 1,386.00	\$ 39.600	\$ 1,386.00
26	CURB & GUTTER, CONC, DET C4	1,085	FT	\$ 18.14	\$ 19,681.90	\$ 16.95	\$ 18,390.75	\$ 16.95	\$ 18,390.75
27	DETECTABLE WARNING SURFACE	73	FT	\$ 32.00	\$ 2,336.00	\$ 35.00	\$ 2,555.00	\$ 35.00	\$ 2,555.00
28	SIDEWALK RAMP, CONC, 4"	635	SFT	\$ 5.50	\$ 3,492.50	\$ 5.00	\$ 3,175.00	\$ 5.00	\$ 3,175.00
29	SIDEWALK RAMP, CONC, 7"	495	SFT	\$ 7.00	\$ 3,465.00	\$ 6.20	\$ 3,069.00	\$ 6.20	\$ 3,069.00
30	SIDEWALK, CONC, 4"	1,700	SFT	\$ 3.55	\$ 6,035.00	\$ 3.30	\$ 5,610.00	\$ 3.30	\$ 5,610.00
31	SIDEWALK, CONC, 7"	750	SFT	\$ 4.48	\$ 3,360.00	\$ 4.40	\$ 3,300.00	\$ 4.40	\$ 3,300.00
32	GUARDRAIL, TYPE B	787.5	FT	\$ 17.75	\$ 13,978.13	\$ 18.00	\$ 14,175.00	\$ 15.75	\$ 12,403.13
33	GUARDRAIL REFLECTOR	16	EA	\$ 11.00	\$ 176.00	\$ 10.00	\$ 160.00	\$ 10.00	\$ 160.00
34	POST, MAILBOX	5	EA	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00
35	GUARDRAIL APPROACH TERMINAL	4	EA	\$ 975.00	\$ 3,900.00	\$ 1,700.00	\$ 6,800.00	\$ 1,600.00	\$ 6,400.00
36	POST, STEEL, 3#	560	FT	\$ 5.60	\$ 3,136.00	\$ 6.00	\$ 3,360.00	\$ 4.50	\$ 2,520.00
37	SIGN, TYPE III, REM	30	EA	\$ 16.50	\$ 495.00	\$ 20.00	\$ 600.00	\$ 15.00	\$ 450.00
38	SIGN, TYPE IVA	223	SFT	\$ 14.75	\$ 3,289.25	\$ 16.00	\$ 3,568.00	\$ 15.00	\$ 3,345.00
39	PAVT MRKG, 24" STOP BAR	48	FT	\$ 14.00	\$ 672.00	\$ 14.00	\$ 672.00	\$ 14.00	\$ 672.00
40	PAVT MRKG, LT TURN ARROW	1	EA	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
41	PAVT MRKG, ONLY	1	EA	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00
42	PAVT MRKG, RT TURN ARROW	1	EA	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
43	PAVT MRKG, THRU ARROW SYM	1	EA	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
44	PAVT MRKG, POLY, 4" WHITE	1,433	FT	\$ 0.64	\$ 917.12	\$ 0.64	\$ 917.12	\$ 0.64	\$ 917.12
45	PAVT MRKG, POLY, 4" YELLOW	5,690	FT	\$ 0.64	\$ 3,641.60	\$ 0.64	\$ 3,641.60	\$ 0.64	\$ 3,641.60
46	BARRICADE, FURN	14	EA	\$ 87.50	\$ 1,225.00	\$ 54.05	\$ 756.70	\$ 35.00	\$ 490.00
47	BARRICADE, OPER	14	EA	\$ 2.50	\$ 35.00	\$ 4.70	\$ 65.80	\$ 0.01	\$ 0.14
	CONTINUED				\$ -		\$ -		\$ -
TOTAL BID									

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/2/2016
DEPT. DPW

SUBJECT: GOULD STREET RESURFACING - PAGE 4 OF 6

ITEM #	DESCRIPTION	EST. QTY	UNIT	RIETH-RILEY CONSTRUCTION CO.		EASTERN ASPHALT		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	MOBILIZATION	1	LSUM	\$ 12,424.80	\$ 12,424.80	\$ 29,000.000	\$ 29,000.00		\$ -
2	CURB & GUTTER, REM	1,000	FT	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00		\$ -
3	GUARDRAIL, REM	800	FT	\$ 1.50	\$ 1,200.00	\$ 2.50	\$ 2,000.00		\$ -
4	PAVT, REM	630	SYD	\$ 10.00	\$ 6,300.00	\$ 10.00	\$ 6,300.00		\$ -
5	SIDEWALK, REM	265	SYD	\$ 8.00	\$ 2,120.00	\$ 9.00	\$ 2,385.00		\$ -
6	EXCAVATION, EARTH	25	CYD	\$ 40.00	\$ 1,000.00	\$ 20.00	\$ 500.00		\$ -
7	MAINTENANCE GRAVEL	50	TON	\$ 20.00	\$ 1,000.00	\$ 50.00	\$ 2,500.00		\$ -
8	SEWER, CL A, 12", TR DET A	79	FT	\$ 60.00	\$ 4,740.00	\$ 45.00	\$ 3,555.00		\$ -
9	SEWER, CL A, 12" TR DET B	54	FT	\$ 60.00	\$ 3,240.00	\$ 60.00	\$ 3,240.00		\$ -
10	DR STRUCTURE COVER, TYPE B	5	EA	\$ 500.00	\$ 2,500.00	\$ 535.00	\$ 2,675.00		\$ -
11	DR STRUCTURE COVER, TYPE G	1	EA	\$ 400.00	\$ 400.00	\$ 475.00	\$ 475.00		\$ -
12	DR STRUCTURE COVER, TYPE K	8	EA	\$ 700.00	\$ 5,600.00	\$ 700.00	\$ 5,600.00		\$ -
13	DR STRUCTURE, 48" DIA	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 2,500.00	\$ 7,500.00		\$ -
14	DR STRUCTURE, CLEANING	19	EA	\$ 112.00	\$ 2,128.00	\$ 450.00	\$ 8,550.00		\$ -
15	DR STRUCTURE, TAP, 12"	1	EA	\$ 500.00	\$ 500.00	\$ 475.00	\$ 475.00		\$ -
16	DR STRUCURE, RECONSTR, SPECIAL	25	FT	\$ 350.00	\$ 8,750.00	\$ 350.00	\$ 8,750.00		\$ -
17	DR STRUCTURE COVER, ADJ CASE 1	29	EA	\$ 400.00	\$ 11,600.00	\$ 750.00	\$ 21,750.00		\$ -
18	COLD MILLING HMA SURFACE	3,500	TON	\$ 14.70	\$ 51,450.00	\$ 9.00	\$ 31,500.00		\$ -
19	HAND PATCHING	350	TON	\$ 72.95	\$ 25,532.50	\$ 175.00	\$ 61,250.00		\$ -
20	HMA, 4E3	2,065	TON	\$ 71.70	\$ 148,060.50	\$ 70.11	\$ 144,777.15		\$ -
21	HMA, 5E3	1,250	TON	\$ 83.44	\$ 104,300.00	\$ 72.26	\$ 90,325.00		\$ -
22	HMA APPROACH	15	TON	\$ 172.48	\$ 2,587.20	\$ 200.00	\$ 3,000.00		\$ -
23	PAVT JOINT & CRACK REPAIR DET 7	1,125	FT	\$ 10.00	\$ 11,250.00	\$ 19.00	\$ 21,375.00		\$ -
24	PAVT JOINT & CRACK REPAIR DET 8	375	FT	\$ 12.00	\$ 4,500.00	\$ 25.00	\$ 9,375.00		\$ -
	CONTINTUED				\$ -		\$ -		\$ -
TOTAL BID									

CITY OF OWOSSO BID TABULATION SHEET

DATE 2/2/2016
DEPT. DPW

SUBJECT: GOULD STREET RESURFACING - PAGE 5 OF 6

				RIETH-RILEY CONSTRUCTION CO.		EASTERN ASPHALT			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
25	DRIVEWAY, NONREINF CONC 7"	35	SYD	\$ 39.600	\$ 1,386.00	\$ 39.600	\$ 1,386.00		\$ -
26	CURB & GUTTER, CONC, DET C4	1,085	FT	\$ 16.95	\$ 18,390.75	\$ 16.95	\$ 18,390.75		\$ -
27	DETECTABLE WARNING SURFACE	73	FT	\$ 35.00	\$ 2,555.00	\$ 35.00	\$ 2,555.00		\$ -
28	SIDEWALK RAMP, CONC, 4"	635	SFT	\$ 5.00	\$ 3,175.00	\$ 5.00	\$ 3,175.00		\$ -
29	SIDEWALK RAMP, CONC, 7"	495	SFT	\$ 6.20	\$ 3,069.00	\$ 6.20	\$ 3,069.00		\$ -
30	SIDEWALK, CONC, 4"	1,700	SFT	\$ 3.30	\$ 5,610.00	\$ 3.30	\$ 5,610.00		\$ -
31	SIDEWALK, CONC, 7"	750	SFT	\$ 4.40	\$ 3,300.00	\$ 4.40	\$ 3,300.00		\$ -
32	GUARDRAIL, TYPE B	787.5	FT	\$ 16.95	\$ 13,348.13	\$ 17.75	\$ 13,978.13		\$ -
33	GUARDRAIL REFLECTOR	16	EA	\$ 5.00	\$ 80.00	\$ 11.00	\$ 176.00		\$ -
34	POST, MAILBOX	5	EA	\$ 125.00	\$ 625.00	\$ 100.00	\$ 500.00		\$ -
35	GUARDRAIL APPROACH TERMINAL	4	EA	\$ 1,400.00	\$ 5,600.00	\$ 975.00	\$ 3,900.00		\$ -
36	POST, STEEL, 3#	560	FT	\$ 7.50	\$ 4,200.00	\$ 4.50	\$ 2,520.00		\$ -
37	SIGN, TYPE III, REM	30	EA	\$ 5.00	\$ 150.00	\$ 15.00	\$ 450.00		\$ -
38	SIGN, TYPE IVA	223	SFT	\$ 23.00	\$ 5,129.00	\$ 15.00	\$ 3,345.00		\$ -
39	PAVT MRKG, 24" STOP BAR	48	FT	\$ 14.00	\$ 672.00	\$ 12.50	\$ 600.00		\$ -
40	PAVT MRKG, LT TURN ARROW	1	EA	\$ 175.00	\$ 175.00	\$ 150.00	\$ 150.00		\$ -
41	PAVT MRKG, ONLY	1	EA	\$ 185.00	\$ 185.00	\$ 150.00	\$ 150.00		\$ -
42	PAVT MRKG, RT TURN ARROW	1	EA	\$ 175.00	\$ 175.00	\$ 150.00	\$ 150.00		\$ -
43	PAVT MRKG, THRU ARROW SYM	1	EA	\$ 135.00	\$ 135.00	\$ 150.00	\$ 150.00		\$ -
44	PAVT MRKG, POLY, 4" WHITE	1,433	FT	\$ 0.64	\$ 917.12	\$ 1.00	\$ 1,433.00		\$ -
45	PAVT MRKG, POLY, 4" YELLOW	5,690	FT	\$ 0.64	\$ 3,641.60	\$ 1.00	\$ 5,690.00		\$ -
46	BARRICADE, FURN	14	EA	\$ 45.00	\$ 630.00	\$ 35.00	\$ 490.00		\$ -
47	BARRICADE, OPER	14	EA	\$ 1.00	\$ 14.00	\$ 1.00	\$ 14.00		\$ -
	CONTINUED				\$ -		\$ -		\$ -
TOTAL BID							\$ -		\$ -
							\$ -		\$ -



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

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

MEMORANDUM

DATE: March 3, 2016

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Firehouse Trailer Donation to Shiawassee County Firefighters Association

Recommend that City Council approve the donation of the Firehouse Smoke Trailer to the Shiawassee County Firefighters Association. The City of Owosso is the owner of a Real Cargo Trailer that for over twelve years has been used as the “smokehouse trailer.” The trailer was used at area schools and events for fire safety. The trailer has not been used since 2013 and is in need of extensive repairs at a cost of over \$12,000, which far exceeds its value.

The Shiawassee County Firefighters Association has agreed to rehabilitate and repair the trailer and allow county fire departments to use at the trailer. The trailer will be stored at an area fire department.

Recommend that City Council approve the donation of the trailer and transfer or assign the title to Shiawassee County Firefighters Association.

RESOLUTION 2006-

RESOLUTION APPROVING POLICY FOR DISPOSITION OF CITY-OWNED
PERSONAL PROPERTY-ROYAL CARGO TRAILER

WHEREAS, the city of Owosso is the owner of a Real Cargo trailer which has been used as the “fire house trailer;”

WHEREAS, the trailer is in disrepair and the cost of repair is \$12,000, which far exceeds its value;

WHEREAS, the Shiawassee County Firefighters Association has agreed to rehabilitate and repair the trailer and make it available to area fire organizations;

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 dispose of the Real Cargo trailer which has been used as the “fire house trailer.”

SECOND: The best method of disposing of the Real Cargo trailer is to donate the trailer and transfer or assign the title to the Shiawassee County Firefighters Association.

THIRD: The city clerk and /or any other city official are instructed and authorized to sign the necessary documents to transfer or assign the title of the Real Cargo trailer to the Shiawassee County Firefighters Association .

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS __TH DAY OF MARCH, 2016.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

Amy K. Kohagen, city clerk



MEMORANDUM

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

DATE: March 2, 2016

TO: City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: AMENDMENT to OHM Professional Services Agreement - SAW Grant
Sanitary Sewer Collection System

RECOMMENDATION:

Authorization and approval to Amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, approved by City Council April 6, 2015, for Task No.5 Cleaning and Televising in the amount of \$488,260.00, and for OHM to contract with Red-Zone Robotics to perform these televising services.

BACKGROUND:

A total of ten (10) tasks were identified in the OHM professional services agreement for development of an asset management plan. Task No. 5 Clean and Televising, was originally proposed (in the MDEQ approved application) to clean and televise 239,000 linear feet of sanitary sewer (65% of the system) with a Grant fund budget of \$538,945.00. This budget was prepared using standard procedures to clean sewer mains prior to televising. However, many sewer mains often do not require prior cleaning due to the scouring effect of higher flows.

Red-Zone Robotics, who recently completed a contract with the City of Battle Creek, Michigan, allowed OHM and City of Owosso staff to observe their equipment in use. Red-Zone can deploy two cameras from the same manhole simultaneously and perform the same task in less time and less cost without prior cleaning. Those sewer mains determined to require cleaning due to obstacles restricting access or having poor video quality, can be scheduled for cleaning and then televised again. The modified budget as attached proposes televising 100% of the collection system, with over \$90,000.00 remaining for additional cleaning and inspection.

OHM is currently approved to provide Task No.5 with a budget of \$40,000 for engineering, support. This amount will increase to \$488,260 with OHM contracting with Red-Zone Robotics and managing these services for the City of Owosso. This is not result in a budget increase. It does allow OHM to contract directly with Red-Zone, and provide direct oversight for this Task.

Document originated by:

Glenn M. Chinavare, Utility Director

attachment: (1) OHM/Red-Zone Quote Evaluation
(2) OHM Proposal Task 5 Amendment

memorandum

Date: February 2, 2016

To: Glenn Chinavare, City of Owosso
From: OHM Advisors

Re: SAW Grant Wastewater Asset Management Plan
Task 5 – Cleaning and Televising
Redzone Quote Evaluation

Budget per Grant Application:	\$538,945
• Televising 239,000 lf of sanitary sewer (65% of system)	
Redzone quote for entire system (estimated at 374,342 lf of sanitary sewer):	\$448,260
• Use CCTV for 6" and >12" diameter sewers (10% of system)	
• Use Solo robot for 8" thru 12" diameter sewers (90% of system)	
Budget remaining for heavy cleaning:	\$90,685

Redzone MSI robot (Multi Sensor Inspection; see attached brochure) available at \$5.75 per foot.

February 25, 2016

City of Owosso
301 West Main Street
Owosso, Michigan 48867

Attention: **Mr. Glenn M. Chinavare**
Director of Utilities

Regarding: **TASK 5 - Sanitary System Televising Services - AMENDMENT**

Dear Mr. Chinavare,

Thank you for the opportunity to submit this amendment for your review and consideration. OHM Advisors is pleased to submit this amendment to include sewer televising services as outlined in the SAW agreement with the MDEQ for the City of Owosso. We have prepared the following scope of services based on our previous discussions.

PROJECT UNDERSTANDING

As originally outlined in the OHM contract with the City the scope is as follows:

Task 5 – Cleaning and Televising (PACP)

Under this task, the consultant will assist the City in procuring a televising/cleaning contractor to clean and inspect the condition of a portion of the City's wastewater collection system. This data will be extrapolated to the remainder of the system. Specific tasks include:

- a. Clean and televise approximately 230,000 – 240,000 lineal feet of the City's sanitary sewer. This represents about 60% - 65% of the collection system. The televising effort will focus only on those sewers that are older than 20 years and have not been televised or lined within the same time period. PACP methodology will be used for all televising. The consultant will coordinate directly with the cleaning/CCTV contractor to oversee the PACP coding during the first 1-2 weeks of sewer televising effort to ensure that the data will be compatible with the City's GIS and will be usable for the Asset Management Plan
- b. Contract administration for cleaning/CCTV contractor: preparation of RFP documents and specifications for sewer cleaning televising work, review of bids, and selection of contractor. This work will also consist of careful coordination with the contractor to ensure that PACP coding meets the exact standards needed to populate the City's GIS and to develop a criticality index for the Asset Management Plan component.



c. Transfer PACP data to GIS. This task includes the quality control of contractor-provided PACP data and transfer of the data into the City’s geodatabase. *While the grant application indicated this work to be primarily completed with City forces it is understood that the consultant may be requested to support.* If the consultant is asked to assist in the PACP data transfer, the available budget and number of staff-days available will be communicated to the City prior to initiating the effort. Other efforts include:

- Testing the data to ensure compatibility with the criticality index and system prioritization tool (Asset Management Plan).
- Training City field staff on the PACP coding and translating the data to effective field determination of lateral/defect locations.

PROPOSED AMENDMENT

Task 5 AMENDED– Cleaning and Televising (PACP)

In addition to the work described above under this task, OHM will contract with a televising contractor to complete the following scope:

Televising and PACP evaluation of the City Sewer System (estimated at 374,342 linear feet) **\$448,260**

- Use CCTV for 6” and >12” diameter sewers (10% of system)
- Use Solo robot for 8” thru 12” diameter sewers (90% of system)

The actual fee will be determined by the actual linear footage of pipe evaluated upon completion.

SCHEDULE

The mobilization of the equipment can be scheduled for March 14th, 2016 and will be completed by June 24th, 2016 provided authorization is given by March 4th, 2016.

COMPENSATION

The effort outlined in this amendment falls within the City of Owosso SAW grant program as funded by the MDEQ. OHM expects to follow the same process of payment based on reimbursement terms as outlined in the original contract with the City. The City will be invoiced for accrued effort for described services on a monthly basis.

Task 5 – ORIGINAL - Cleaning and Televising (PACP)	\$40,000
<ul style="list-style-type: none">• Contractor procurement and administration• PACP quality assurance, GIS development and integrations tasks	
Task 5 AMENDED - Cleaning and Televising (PACP)	\$448,260
<ul style="list-style-type: none">• Televising and PACP evaluation of the City Sewer System	
AMENDED Task 5 Total	\$488,260



FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- The City will support televising crews with light sewer cleaning and vacuum truck equipment
- The City will contract directly for any City requested heavy cleaning services

Should you find this amendment acceptable, please execute and return one copy to us for our file. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,
OHM Advisors

Chuck Rolfe, P.E.
Senior Project Manager

Enclosure: *none*

cc: Greg Kacvinsky, OHM
File

**City of Owosso
Amendment
Engineering Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



MEMORANDUM

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

DATE: March 2, 2016

TO: City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: Repair Authorization - Wastewater Tertiary Treatment Pump No. 2

RECOMMENDATION:

Authorization to enter into a services agreement with Peerless Midwest Incorporated, to proceed with the repair and overhaul of one of 5 vertical turbine pumps at the Wastewater Treatment Plant, for the not-to-exceed amount of \$10,261.86.

BACKGROUND:

The Wastewater Plant employs 5 vertical turbine pumps, each with a design capacity in excess of 3,500 gallons per minute. These pumps are scheduled for planned rehabilitation after 6 to 8 years in service, depending on pump test results revealing any loss of pump capacity and efficiency. The pump in question was last rebuilt in 2010 (at a cost of \$10,419.40), and the recent pump tests reveal a reduction in capacity and efficiency that is no longer acceptable, and that this pump will continue to degrade even more rapidly if left in service.

Pump repairs cannot be evaluated until pulled from service, cleaned, and inspected. This is a major task that requires special equipment and tools to break down the 25 feet of 12-inch suction column, shafting, and pump bowls. Three firms were considered for this work: Layne Christian, Peerless Midwest, and Northern Pump.

Peerless Midwest was selected based on their low preliminary cost proposal (\$3,200.00) for pulling, cleaning, and inspecting the pump. This also includes reinstallation once repaired. The pump is then broken down to further determine the extent of repair required and a cost of additional services is submitted.

FISCAL IMPACTS:

Peerless Midwest has provided a repair and rehabilitation quote in the amount of \$10,261.86. Staff has reviewed the scope of services provided by Peerless Midwest, and agrees to the recommend repairs as necessary to return the pump to service at the design capacity and efficiency required. Funds are available for expense under the Wastewater Utility account capital outlay #599-901-977.000.

Document originated by:

Glenn M. Chinavare, Utility Director

Attachment: Peerless Midwest Scope of Repair Services



QUOTATION

City of Owosso
Attn: Tim Guysky

QUOTE # _____ RWM 2016-0225

DATE _____ February 25, 2016

REFERENCE _____ Tertiary Pump #2 Overhaul

Shop and machine labor to overhaul pump	\$3,825.00
Shaft couplings, stuffing box bearing, rubber bearings, bowl bearings, bowl shaft, shaft sleeves, slinger, bolting, etc.	\$2,259.72
Floway 18 MK Suction Bell	\$2,304.00
Machine impeller hub, casting and repalce wear ring	\$753.14
Replace 20' of 1-1/2" stainless steel lineshaft	\$1,120.00
Total: \$10,261.86	

Option B: New 18MK Pump Bowl Complete with Suction Bell \$11,288.00

Option C: Complete New Pump from the Head Down \$23,390.00

ACCEPTED BY _____
TITLE _____
DATE _____

PEERLESS-MIDWEST, INC

Bob Masters, Project Manager



MEMORANDUM

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

DATE: March 3, 2016

TO: City Council

FROM: City Manager

SUBJECT: Repeal of city's soil and erosion control regulation, etc.

RECOMMENDATION: Schedule the ordinance for a public hearing.

BACKGROUND: Where new construction occurs with building permit a soil and erosion control and sedimentation plan must be submitted to the local enforcing agency. State law has mandated counties to handle permitting in the county unless a city has opted out by passing an ordinance and having a certified staff person. Owosso opted out and Ron Baker, a former city engineer, issued the permits and later Chuck Rau, the city's former chief code official, issued permits.

When Chuck left, the county contacted the city about assuming the responsibility. The city didn't have anyone and would have to send an employee to school. It sounded like a good idea, especially since only 5-10 permits are issued per year. DEQ wouldn't let the county administer the city ordinance through an agreement, but demands that the city repeal the city ordinance so that the county ordinance would apply, though both were identical.

FISCAL IMPACTS: The city would no longer collect the permit fee of \$75.00. The county would collect the fee. The city would not pay anyone to collect the fee, review applications, make field inspection, and take enforcement actions when necessary.

RESOLUTION NO.

**RESOLUTION SETTING A PUBLIC HEARING REGARDING AN ORDINANCE TO
REPEAL CHAPTER 27, SOIL EROSION AND SEDIMENTATION CONTROL**

WHEREAS, the city of Owosso has an ordinance designating the city of Owosso as the municipal enforcing agency responsible for the prevention of soil erosion and off-site sedimentation; and

WHEREAS, Part 91 of the Natural Resources and Environmental Protection Act (NREPA) requires municipal enforcing agencies to have certified staff to administer the program; and

WHEREAS, the City does not have staff certified to administer the program as a municipal enforcing agency pursuant to Part 91 of the NREPA; and

WHEREAS, counties are mandated by the state to act as enforcing agencies and Shiawassee County has agreed to assume responsibilities within the city's jurisdiction.

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

SECTION 1. REPEAL. That Chapter 27, Soil Erosion and Sedimentation Control, be repealed in its entirety.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, March 21, 2016 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

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.



MEMORANDUM

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

DATE: March 3, 2016

TO: City Council

FROM: City Manager

SUBJECT: Roadway and water mains for Owosso Brownfield Authority District Eight (SONOCO, Detroit Abrasives, proposed Cargill)

RECOMMENDATION: Approve two engineering contracts—Rowe for road and Orchard, Hiltz & McCliment (OHM) for water main.

BACKGROUND: The proposed project and financing were discussed at a special city council meeting on February 16. Since that date SONOCO has agreed to terms for the road right-of-way and water main easements, these will be incorporated into an agreement. Needed for the agreement will be legal descriptions for land to be acquired and easements for water mains and temporary construction easements.

Engineering proposals were solicited with one from Rowe Professional Services Company and one from Orchard, Hiltz & McCliment, Inc. (OHM). After analyzing the proposals it has been determined that the most cost effective action is to have two contracts. For the road, the Rowe cost would not exceed \$75,000 vs. \$91,720 for OHM. For the water main, the OHM cost would not exceed \$68,500 vs. \$74,800 for Rowe.

Resolutions engaging the firms are provided. Detailed proposals are available in the city manager's office and finalized contracts are being prepared. It is urgent that works begin to meet construction and completion deadlines.

A schedule provided by Rowe is included for informational purposes.

FISCAL IMPACTS:

It is anticipated that all costs will be covered by the tax increments received from the Owosso Brownfield Tax Authority District Eight increment. Meanwhile the city must advance money through loans and at a point in time covered with the issuance of a bond or similar instrument.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH
ROWE PROFESSIONAL SERVICES COMPANY (A MICHIGAN CORPORATION)
FOR ROADWAY CONSTRUCTION TO SERVE
OWOSSO BROWNFIELD REDEVELOPMENT AUTHORITY DISTRICT EIGHT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the necessary road construction and public utilities to serve the proposed Cargill Animal Nutrition Facility; and

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

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

WHEREAS, Rowe Professional Services Company (A Michigan Corporation) is selected as the most qualified firm to perform such work and offers to complete full design and construction administration services of said project in return for compensation in an amount of \$75,000.00.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of Rowe Professional Services Company (A Michigan Corporation) for providing professional engineering services for a new road for the Owosso Brownfield Redevelopment Authority District Eight.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Addendum to an Agreement for Professional Engineering Services between the City of Owosso, Michigan and, Rowe Professional Services Company (A Michigan Corporation).
- THIRD: The above expenses shall be paid from the Owosso Brownfield Redevelopment Authority District Eight.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH
ORCHARD, HILTZ & MCCLIMENT, INC.
WATER MAIN TO SERVE
OWOSSO BROWNFIELD REDEVELOPMENT AUTHORITY DISTRICT EIGHT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the necessary water main to serve the Owosso Brownfield Redevelopment Authority District Eight; and

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

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

WHEREAS, Orchard, Hiltz & McCliment, Inc. is selected as the most qualified firm to perform such work and offers to complete full design and construction administration services of said project in return for compensation in an amount of \$68,500.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of, Orchard, Hiltz & McCliment, Inc. for providing professional engineering services the Owosso Brownfield Redevelopment Authority District Eight.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Addendum to an Agreement for Professional Engineering Services between the City of Owosso, Michigan and, Orchard, Hiltz & McCliment, Inc.
- THIRD: The above expenses shall be paid from the Owosso Brownfield Redevelopment Authority District Eight.



WARRANT 519
March 1, 2016

Vendor	Description	Fund	Amount
Reeves Wheel Alignment Inc	Maintenance/repairs on public safety vehicles – February 2016	General	\$ 6,852.39
		TOTAL	\$ 6,852.39

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 02/01/2016 - 02/29/2016

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
02/02/2016	1	1056(A)	ELECTION SOURCE	ELECTION SIGNS	\$ 870.44
02/02/2016	1	1057(A)	PHYSICIANS HEALTH PLAN OF MID-MICHIGAN	HEALTH INSURANCE PREMIUM	\$ 71,753.86
02/02/2016	1	1058(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	FLEET PICKUPS-#330 AND #331	\$ 47,920.00
02/02/2016	1	126204	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$ 36.85
02/02/2016	1	126205	DEBRA LASHAWAY	REIMBURSEMENT	\$ 200.00
02/02/2016	1	126206	NEXTEL COMMUNICATIONS	DEC 2015-CELL PHONE USE AND EQUIPMENT	\$ 1,383.80
02/02/2016	1	126207	WASTE MANAGEMENT OF MICHIGAN INC	FEB 2015-REFUSE SERVICE	\$ 375.04
02/08/2016	1	1059(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-62/HRS	\$ 1,134.60
02/08/2016	1	1060(A)	BIOTRAID ENVIRONMENTAL INC	WWTP-VAPORSCENT	\$ 385.00
02/08/2016	1	1061(A)	C & B AIR COMPRESSORS	WWTP-PARTS	\$ 1,119.58
02/08/2016	1	1062(A)	CAPITAL CONSULTANTS	WWTP-DEVELOPMENT OF AN ASSET MGT PROGRAM	\$ 4,884.00
02/08/2016	1	1063(A)	D & G EQUIPMENT INC	PARTS	\$ 432.96
02/08/2016	1	1064(A)	DALTON ELEVATOR LLC	JANUARY 2016-CYLINDER RENTAL/SUPPLIES	\$ 527.31
02/08/2016	1	1065(A)	DELAU FIRE & SAFETY INC	SEMI ANNUAL INSPECTION-SERVER ROOM	\$ 225.00
02/08/2016	1	1066(A)	DETROIT SALT COMPANY LLC	ROAD SALT-298.45/TONS	\$ 18,294.98
02/08/2016	1	1067(A)	DORNBOS SIGN INC	VARIOUS STREET SIGNS	\$ 2,570.76
02/08/2016	1	1068(A)	EMPLOYEE BENEFIT CONCEPTS INC	FSA ADMIN FEE	\$ 115.50
02/08/2016	1	1069(A)	ETNA SUPPLY COMPANY	WATER INVENTORY ITEMS	\$ 2,208.34
02/08/2016	1	1070(A)	FASTENAL COMPANY	PARTS	\$ 805.06
02/08/2016	1	1071(A)	GEOCORP INC	WTP-CHART PAPER	\$ 168.38
02/08/2016	1	1072(A)	GOYETTE MECHANICAL	WWTP-START UP BOILER	\$ 1,043.00
02/08/2016	1	1073(A)	GRAYMONT CAPITAL INC	SMALL PEBBLE QUICKLIME-45.69/TONS	\$ 6,579.36
02/08/2016	1	1074(A)	JCI JONES CHEMICALS, INC.	SODIUM HYPOCHLORITE	\$ 3,095.31
02/08/2016	1	1075(A)	KODIAK EMERGENCY EQUIPMENT INC	OFD-BULB	\$ 33.21
02/08/2016	1	1076(A)	MCMaster-CARR SUPPLY CO	PARTS	\$ 329.98
02/08/2016	1	1077(A)	MEMORIAL HEALTHCARE CENTER	OPD-LAB	\$ 18.75
02/08/2016	1	1078(A)	1ST CHOICE AUTO PARTS INC	PARTS	\$ 1,157.73
02/08/2016	1	1079(A)	NATIONAL VISION ADMINISTRATORS LLC	FEB 2016-VISION INSURANCE PREMIUM	\$ 470.39
02/08/2016	1	1080(A)	NCL OF WISCONSIN INC	WWTP-FILTERS	\$ 37.79
02/08/2016	1	1081(A)	O'REILLY AUTO PARTS	WTP-PARTS	\$ 51.88
02/08/2016	1	1082(A)	OFFICEMAX INC	SUPPLIES	\$ 270.60
02/08/2016	1	1083(A)	ORCHARD HILTZ & MCCLIMENT INC	SEWER COLLECTION SYSTEM ASSET MGT PROGRAM	\$ 18,496.00
02/08/2016	1	1084(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE REPAIRS	\$ 1,471.34
02/08/2016	1	1085(A)	REVITALIZE LLC	HOUSING-ADMIN SERVICES-8/1/15-10/31/15	\$ 5,000.00
02/08/2016	1	1086(A)	SHULTS EQUIPMENT LLC	FLEET-SHEAR PINS	\$ 118.00
02/08/2016	1	1087(A)	ST JOHNS ANSWERING SERVICE INC	MARCH 2016-TELEPHONE ANSWERING SERVICE	\$ 75.00
02/08/2016	1	1088(A)	VICTORY HEATING & COOLING	WWTP-CONTROL BOARD REPLACEMENT	\$ 578.10
02/08/2016	1	1089(A)	WEST SHORE FIRE, INC.	OPD-FCC RENEWAL	\$ 50.00
02/08/2016	1	1090(A)	MERLE E WEST II	PLAN REVIEW/PLUMBING/MECHANICAL INSPECTIONS FOR JAN 2016	\$ 700.00
02/08/2016	1	1091(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-56.5/HRS	\$ 1,033.95
02/08/2016	1	126208	SABER BRAD	UB refund for account: 2561640009	\$ 60.66
02/08/2016	1	126209	MARTIN DANIEL	UB refund for account: 4651000003	\$ 60.78
02/08/2016	1	126210	CUREY ERNEST JR	UB refund for account: 1714000003	\$ 39.56
02/08/2016	1	126211	CIAMPAGLIA ANGELA	UB refund for account: 1165500005	\$ 12.60
02/08/2016	1	126212	BENTLY BRUCE	UB refund for account: 3380570001	\$ 56.78
02/08/2016	1	126213	ELDRED KYLE	UB refund for account: 3184070001	\$ 31.44
02/08/2016	1	126214	ECKMYRE CRISTAL	UB refund for account: 3697070008	\$ 84.78
02/08/2016	1	126215	HICKEY RICK	UB refund for account: 1014000002	\$ 23.86
02/08/2016	1	126216	EDGINGTON PATRICK D	UB refund for account: 3043070001	\$ 171.11
02/08/2016	1	126217	NORTHSIDE FAMILY MEDICAL	UB refund for account: 4712820002	\$ 155.38
02/08/2016	1	126218	SKORNICKA HEATHER	UB refund for account: 1634000005	\$ 59.89
02/08/2016	1	126219	THE ACCUMED GROUP	AMBULANCE BILLING SERVICES & STATE REPORTING	\$ 7,289.07
02/08/2016	1	126220	AFLAC	AFLAC PREMIUM-PAYROLL DEDUCTION	\$ 437.78
02/08/2016	1	126221	APS WATER SERVICES CORPORATION	WWTP-WTP-LAB SUPPLIES	\$ 609.45

02/08/2016	1	126222	ARBORICULTURE SOCIETY OF MICHIGAN	ARBORCON 2016-BILL BROOKS/BRYCE MOWINSKI	\$	165.00
02/08/2016	1	126223	THE ARGUS PRESS	PRINTING OF LEGAL NOTICES ETC	\$	255.26
02/08/2016	1	126224	B S & A SOFTWARE	HUMAN RESOURCE SYSTEM-ANNUAL SERVICE/SUPPORT	\$	1,030.00
02/08/2016	1	126225	BEATTIE SPRING AND WELDING, INC.	FLEET-REPLACE REAR SPRINGS ON UNIT #306	\$	675.99
02/08/2016	1	126226	CANNON ENGINEERING & EQUIPMENT CO	FLEET-PARTS FOR #311	\$	210.66
02/08/2016	1	126227	CARQUEST AUTO PARTS STORE	FLEET-PARTS	\$	341.59
02/08/2016	1	126228	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	21,413.36
02/08/2016	1	126229	CORELOGIC REAL ESTATE TAX SERVICE	OVERPAYMENT-VARIOUS PROPERTIES	\$	2,863.15
02/08/2016	1	126230	JUDY ELAINE CRAIG	COURIER SERVICES	\$	171.00
02/08/2016	1	126231	D & D TRUCK & TRAILER PARTS	FLEET-PARTS	\$	362.42
02/08/2016	1	126232	FEDEX	WWTP-SHIPPING FEES	\$	10.66
02/08/2016	1	126233	BENJAMIN R FREDERICK	DUPLICATE PAYMENT REFUND	\$	101.59
02/08/2016	1	126234	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$	698.75
02/08/2016	1	126235	HI QUALITY GLASS, INC	OFD-REPAIR TO OVERHEAD DOORS	\$	84.38
02/08/2016	1	126236	HURON & EASTERN RAILWAY COMPANY INC	ANNUAL MAINTENANCE FOR 2015	\$	8,254.00
02/08/2016	1	126237	INDEPENDENT NEWSPAPERS	EMPLOYMENT ADS	\$	62.60
02/08/2016	1	126238	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS	\$	591.38
02/08/2016	1	126239	KAR LABORATORIES INC	WASTEWATER ANALYSES	\$	195.00
02/08/2016	1	126240	LAMPHERE'S	CITY HALL-REPAIR LEAK IN RESTROOM	\$	293.13
02/08/2016	1	126241	LAW ENFORCEMENT RECORDS MANAGEMENT	CITY OF OWOSSO/OWOSSO PUBLIC SAFETY-MEMBERSHIP	\$	50.00
02/08/2016	1	126242	LLOYD MILLER & SONS, INC	PARTS	\$	717.55
02/08/2016	1	126243	LUDINGTON ELECTRIC, INC	JC PENNEY PARKING LOT REPAIR	\$	70.00
02/08/2016	1	126244	MCKONE, MATTHEW & SARA	DUPLICATE PAYMENT-TAXES	\$	908.06
02/08/2016	1	126245	MICHIGAN COMMUNITY DEVELOPMENT ASSOCIATION	2016 MEMBERSHIP-TYLER LEPPANEN	\$	100.00
02/08/2016	1	126246	MICHIGAN DEPARTMENT OF TREASURY	CITY HALL-ANNUAL ELEVATOR INSPECTION/CERTIFICATE	\$	185.00
02/08/2016	1	126247	MICHIGAN ECONOMIC DEVELOPERS ASSOCIATION	2016 MEMBERSHIP-TYLER LEPPANEN	\$	270.00
02/08/2016	1	126248	MICHIGAN FIRE INSPECTORS SOCIETY	MI FIRE INSPECTORS SELF STUDY MATERIALS	\$	350.00
02/08/2016	1	126249	MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND	WORKERS' COMPENSATION INSURANCE-4TH QTR	\$	19,821.00
02/08/2016	1	126250	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS	PROGRAM-JESSICA UNANGST/SUSAN MONTENEGRO	\$	100.00
02/08/2016	1	126251	MICHIGAN SECTION, AWWA	2016 BASIC MATH & HYDRAULICS SHORT COURSE-M FELKER	\$	490.00
02/08/2016	1	126252	MICHIGAN WATER ENVIRONMENT ASSOCIATES	OPERATORS DAY 2016-2/2/16 & 2/3/16	\$	600.00
02/08/2016	1	126253	MILLER CANFIELD PADDOCK & STONE PLC	2016 HR SPRING TRAINING-JESSICA UNANGST	\$	90.00
02/08/2016	1	126254	MISDU	PAYROLL DEDUCTIONS	\$	1,827.81
02/08/2016	1	126255	MOTION INDUSTRIES, INC.	WWTP-RATCHET	\$	118.10
02/08/2016	1	126256	OFFICE DEPOT	SUPPLIES	\$	234.01
02/08/2016	1	126257	OWOSSO BOLT & BRASS CO	PARTS	\$	523.37
02/08/2016	1	126258	OWOSSO HITCH & PLOW CENTER INC.	OFD-HYDRAULIC OIL	\$	20.95
02/08/2016	1	126259	GARY L PALMER	BUILDING OFFICIAL SERVICES	\$	1,300.00
02/08/2016	1	126260	POLICE OFFICERS LABOR COUNCIL	FEB 2016-UNION DUES-PAYROLL DEDUCTION	\$	854.25
02/08/2016	1	126261	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	\$	85.03
02/08/2016	1	126262	RICOH USA	MAINTENANCE/SUPPLIES FOR THREE RICOH COPIERS	\$	989.00
02/08/2016	1	126263	SIGMA-ALDRICH RTC	WTP-LAB SUPPLIES	\$	198.08
02/08/2016	1	126264	SPOHN RANCH INC	SKATE PARK RENDERING AND 3-D IMAGES	\$	200.00
02/08/2016	1	126265	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE PREMIUM	\$	4,243.92
02/08/2016	1	126266	STATE OF MICHIGAN	TRAFFIC SIGNAL ENERGY-7/1/15-9/30/15	\$	565.93
02/08/2016	1	126267	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 1/31/16	\$	2,629.14
02/08/2016	1	126268	VALLEY LUMBER	PARKS-REPAIRS	\$	34.95
02/08/2016	1	126269	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-1/16/16-1/31/16	\$	2,941.75
02/08/2016	1	126270	WE PRINT EVERYTHING INC	STREETS-COPIES AND SCANS FOR OLIVER STREET	\$	192.00
02/08/2016	1	126271	WEB ASCENDER	JAN/FEB/MARCH 2016-WEBBSITE HOSTING	\$	150.00
02/08/2016	1	126272	WIN'S ELECTRICAL SUPPLY OF OWOSSO	OFD-BULB	\$	11.36
02/17/2016	1	1092(E)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	CONTRIBUTIONS-POLICE COMMAND/AFSCME	\$	9,729.70
02/19/2016	1	1093(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-63/HRS	\$	1,152.90
02/19/2016	1	1094(A)	B & D ELEVATOR SERVICES INC	CITY HALL-QUARTERLY MAINTENANCE	\$	115.00
02/19/2016	1	1095(A)	HEATHER DAWN BROOKS	SIGN DECALS (300)	\$	325.00
02/19/2016	1	1096(A)	WILLIAM C BROWN, P C	PROFESSIONAL SERVICES	\$	8,947.72
02/19/2016	1	1097(A)	C D W GOVERNMENT, INC.	COMPUTER PARTS/SUPPLIES	\$	1,084.00
02/19/2016	1	1098(A)	CARRIER & GABLE, INC.	SIGNS	\$	343.00
02/19/2016	1	1099(A)	DUPERON LEASING & SALES INC	WWTP-SCREENING EQUIPMENT LEASE	\$	1,815.00
02/19/2016	1	1100(A)	ETNA SUPPLY COMPANY	WATER DEPT PARTS	\$	843.86

02/19/2016	1	1101(A)	FASTENAL COMPANY	SUPPLIES	\$	1,084.08
02/19/2016	1	1102(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	289.68
02/19/2016	1	1103(A)	GRAYMONT CAPITAL INC	WTP-SMALL PEBBLE QUICKLIME-45.93/TONS	\$	6,613.92
02/19/2016	1	1104(A)	GREAT LAKES CENTRAL RAILWAY INC	2015-SIGNAL DEVICES MAINTENANCE	\$	3,249.00
02/19/2016	1	1105(A)	LANDMARK SURVEYING PC	SURVEY WORK-(DEWEY ST AND DIMMICK ST)	\$	525.00
02/19/2016	1	1106(A)	LOGICALIS INC	JANUARY 2016-NETWORK ENGINEERING	\$	5,488.00
02/19/2016	1	1107(A)	MEMORIAL HEALTHCARE CENTER	DRUG SCREEN-NEW EMPLOYEES	\$	100.00
02/19/2016	1	1108(A)	MICHIGAN METER TECHNOLOGY GROUP INC	WATER INVENTORY	\$	2,551.12
02/19/2016	1	1109(A)	MID MICHIGAN EMERGENCY EQUIPMENT	OPD-#06-FITTING UP OF A ROAD READY 2016 AWD	\$	7,265.32
02/19/2016	1	1110(A)	OFFICE SOURCE	CUSTOM RECEIVED STAMP	\$	86.00
02/19/2016	1	1111(A)	PRIORITY ONE EMERGENCY INC	STROBE LIGHTS FOR NEW TRUCKS (6)	\$	843.42
02/19/2016	1	1112(A)	PVS TECHNOLOGIES, INC.	WWTP-FERRIC CHLORIDE	\$	3,252.46
02/19/2016	1	1113(A)	S L H METALS INC	DPW-PARTS	\$	366.77
02/19/2016	1	1114(A)	THE SHERWIN-WILLIAMS CO.	PAINT/SUPPLIES	\$	242.45
02/19/2016	1	1115(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD-UNIT #11-2016 FORD FUSION S-FLEET-2016 FORD PICKUPS #334 & #335	\$	72,114.00
02/19/2016	1	1116(A)	SPICER GROUP, INC.	GOULD ST BRIDGE TIER 3 LOAD RATING INSPECTION	\$	238.50
02/19/2016	1	1117(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-62 HOURS	\$	1,134.60
02/19/2016	1	126273	WEEKLEY, CAMERON	REFUND	\$	37.80
02/19/2016	1	126274	SKJAERLUND, MARCIA D	REFUND	\$	268.21
02/19/2016	1	126275	THOMAS, BRYAN	DUPLICATE PAYMENT	\$	170.00
02/19/2016	1	126276	THE ACCUMED GROUP	JAN 2016-AMBULANCE BILLING SERVICES & STATE REPORTING SERVICE	\$	4,804.29
02/19/2016	1	126277	H K ALLEN PAPER CO	OFD-SUPPLIES	\$	263.65
02/19/2016	1	126278	AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION	MEMBERSHIP-SUSAN MONTENEGRO	\$	149.00
02/19/2016	1	126279	DENBOER-BATTERIES PLUS	OFD-BATTERY-6V LEAD	\$	171.09
02/19/2016	1	126280	BLUMERICH COMMUNICATIONS SERVICE, INC	OFD-PAGING SYSTEM REPAIR	\$	506.70
02/19/2016	1	126281	CENTRAL MICHIGAN DIESEL, INC.	WWTP-REHAB EXISTING TAILGATE LATCHES	\$	659.50
02/19/2016	1	126282	CITY OF OWOSSO	OWOSSO DRAIN	\$	6,404.31
02/19/2016	1	126283	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	35,417.29
02/19/2016	1	126284	VOID		\$	-
			Void Reason: Created From Check Run Process			
02/19/2016	1	126285	DAYSTARR COMMUNICATIONS	MARCH 2016-PHONE AND BROADBAND INTERNET	\$	979.84
02/19/2016	1	126286	DELTA DENTAL PLAN OF MICHIGAN	MARCH 2016-DENTAL INSURANCE PREMIUM	\$	3,937.79
02/19/2016	1	126287	INTERNATIONAL CITY/COUNTY MANAGEMENT	MEMBERSHIP-SUSAN MONTENEGRO	\$	505.97
02/19/2016	1	126288	JADE SCIENTIFIC INC	WTP-PH BUFFER	\$	49.90
02/19/2016	1	126289	PAUL KLEEMAN	OPD-MEALS	\$	28.27
02/19/2016	1	126290	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK	\$	354.67
02/19/2016	1	126291	MEMORIAL MEDICAL ASSOCIATES	HEP B VACCINE	\$	61.00
02/19/2016	1	126292	MICHIGAN ASSOCIATION OF PLANNING	MEMBERSHIP-TYLER LEPPANEN-7/1/15-6/30/17	\$	60.00
02/19/2016	1	126293	MICHIGAN RURAL WATER ASSOCIATION	REPAIR WORKSHOP-TIM FELKER	\$	125.00
02/19/2016	1	126294	MISDU	PAYROLL DEDUCTIONS	\$	1,840.91
02/19/2016	1	126295	MARK A MITCHELL	PARKING REIMBURSEMENT	\$	22.00
02/19/2016	1	126296	NEXTEL COMMUNICATIONS	JAN 2016-CELL PHONE SERVICE AND EQUIPMENT	\$	1,083.62
02/19/2016	1	126297	RADIO SHACK DEALER 22-H074	OPD-EQUIPMENT/SUPPLIES	\$	59.97
02/19/2016	1	126298	ROWLEYS WHOLESALE	WWTP-GEAR OIL	\$	821.48
02/19/2016	1	126299	RUTHY'S LAUNDRY CENTER	PUBLIC SAFETY-JAN 16 DRY CLEANING	\$	342.68
02/19/2016	1	126300	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$	306.85
02/19/2016	1	126301	SPARTAN FENCE INC	GATE REPAIR MATERIALS	\$	50.00
02/19/2016	1	126302	SPECTACULAR SPECIFICATIONS	HOUSING-CONSULTATION FOR HOME OWNER REHAB PROGRAM	\$	640.00
02/19/2016	1	126303	STATE OF MICHIGAN	COMPLETE TREATMENT CERTIFICATION TESTING	\$	70.00
02/19/2016	1	126304	STATE OF MICHIGAN	TRAFFIC SIGNAL MAINTENANCE	\$	2,913.82
02/19/2016	1	126305	STATE OF MICHIGAN	STATE OF MI WITHHOLDING TAX	\$	12,908.73
02/19/2016	1	126306	STATE OF MICHIGAN	LIFE SUPPORT AGENCY/VEHICLE APPLICATION	\$	175.00
02/19/2016	1	126307	STECHSCHULTE GAS & OIL, INC.	FUEL-PE 2/15/16	\$	2,791.41
02/19/2016	1	126308	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$	28.11
02/19/2016	1	126309	WASTE MANAGEMENT OF MICHIGAN INC	2/1/16-2/15/16-LANDFILL DISPOSAL CHARGES	\$	3,606.22
02/19/2016	1	126310	XYLEM DEWATERING SOLUTIONS INC	GODWIN PUMP 8" FITTING	\$	2,280.50
02/29/2016	1	126311	CITY OF OWOSSO	PROPERTY TAXES FROM TAX SALE TRANSFERS (10)	\$	1,501.51

1 TOTALS:

(1 Check Voided)

Total of 169 Disbursements:

\$ 499,963.76

Bank 10 OWOSSO HISTORICAL FUND

02/16/2016	10	4798	MAHONEY, JENNIFER	NAME THE MOOSE-COOKIES-NOT PAID WITH TAX PAYER FUNDS	\$	95.00
02/16/2016	10	4799	ABIDING IN THE VINE	DINNER FOR NON PROFIT MEETING-NOT PAID WITH TAX PAYER FUNDS	\$	50.00
02/16/2016	10	4800	CONSUMERS ENERGY	515 N WASHINGTON ST	\$	312.05
02/16/2016	10	4801	ROBERT V DORAN	MADE IN OWOSSO EXHIBIT MATERIALS-NOT PAID WITH TAX PAYER FUNDS	\$	199.59
02/16/2016	10	4802	FARMER'S GARDEN LLC	2015 HOME TOUR-DECORATIONS FOR GOULD HOUSE-NOT PAID WITH TAX PAYER FUNDS	\$	270.00
02/16/2016	10	4803	ELAINE GREENWAY	STORAGE BINS FOR DECORATIONS-NOT PAID WITH TAX PAYER FUNDS	\$	33.54
02/16/2016	10	4804	OWOSSO FLORAL	2015 HOME TOUR-FLOWERS-NOT PAID WITH TAX PAYER FUNDS	\$	50.00
02/16/2016	10	4805	RUTHY'S LAUNDRY CENTER	TABLE CLOTHES/NAPKINS FROM HOLIDAY OPEN	\$	46.25
02/16/2016	10	4806	SECURITY ALARM CO INC	CURWOOD CASTLE-ALARM SYSTEM-3/1/16-5/31/16	\$	60.00
02/16/2016	10	4807	SPECIALTY SALVAGE LLC	TRASH SERVICE-GOULD HOUSE	\$	38.97
02/16/2016	10	4808	THOMPSON CARPET CLEANING LLC	CURWOOD CASTLE LOWER LEVEL CARPET CLEANING	\$	90.00
02/26/2016	10	4809	CHARTER COMMUNICATIONS	515 N WASHINGTON ST #3	\$	39.33
02/26/2016	10	4810	DAYSTARR COMMUNICATIONS	GOULD HOUSE INTERNET-3/1/16-3/31/16	\$	125.54
02/26/2016	10	4811	OFFICE DEPOT	HISTORICAL-FLASH DRIVES (4)	\$	44.67
02/26/2016	10	4812	PETTY CASH-CABIN DRAWER	CASH FOR DRAWER AT CABIN	\$	100.00

10 TOTALS:

Total of 15 Disbursements:

\$ 1,554.94

Bank 2 TRUST & AGENCY

02/08/2016	2	6504	DOWNTOWN DEVELOPMENT AUTHORITY	FORM 5176 STATE REIMBURSEMENT	\$	19,552.51
02/08/2016	2	6505	OWOSSO PUBLIC SCHOOLS	COLLECTIONS	\$	221,874.38
02/08/2016	2	6506	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	202.31
02/08/2016	2	6507	SHIAWASSEE COUNTY TREASURER	AD VALOREM COLLECTIONS	\$	137,977.17
02/08/2016	2	6508	SHIAWASSEE COUNTY TREASURER	TRAILER FEES	\$	325.00
02/08/2016	2	6509	SHIAWASSEE DISTRICT LIBRARY	REAL/PP COLLECTIONS	\$	24,654.00
02/19/2016	2	6510	OWOSSO PUBLIC SCHOOLS	COLLECTIONS	\$	826,230.02
02/19/2016	2	6511	SHIAWASSEE AREA TRANSPORTATION AGENCY	REAL/PP COLLECTIONS	\$	615.73
02/19/2016	2	6512	SHIAWASSEE COUNTY TREASURER	AD VALOREM COLLECTIONS	\$	449,238.16
02/19/2016	2	6513	SHIAWASSEE COUNTY TREASURER	IFT COLLECTIONS	\$	5,047.85
02/19/2016	2	6514	SHIAWASSEE DISTRICT LIBRARY	AD VALOREM COLLECTIONS/IFT COLLECTIONS	\$	80,778.02
02/19/2016	2	6515	STATE OF MICHIGAN	COLLECTIONS	\$	18,203.20

2 TOTALS:

Total of 12 Disbursements:

\$ 1,784,698.35

REPORT TOTALS:

(1 Check Voided)

Total of 196 Disbursements:

\$ 2,286,217.05



MEMORANDUM

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

DATE: March 3, 2016

TO: Mayor Benjamin R. Frederick, Owosso City Council

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

SUBJECT: Price restructuring of smaller lots adjacent to Gould Street in the Osburn Lakes Subdivision

RECOMMENDATION:

Change the price of lots 1,2,4,5 and 6 in the Osburn Lakes Subdivision on Jackson Drive that abut Gould Street from \$10,040 to \$7,500 each.

BACKGROUND:

The city entered into a contract with Kori Shook, realtor for Century 21 Looking Glass. Ms. Shook has indicated the city has received offers from prospective buyers/developers that were rejected because they did not meet the price previously set by council. Market research and comparison demonstrates the price for lots 1,2,4,5 and 6 on Jackson Drive is overpriced due to the lot size and location in the front of the subdivision. A suggestion was made to lower those prices to entice buyers. Prices would remain the same for the rest of the city owned lots within the subdivision.

FISCAL IMPACTS:

City would not recoup money on these lots that has been invested; however, city would no longer need to maintain these lots if the price reduction results in the sale of the lots.

Document originated by: Susan Montenegro

RESOLUTION NO.

RESOLUTION ADJUSTING SALE PRICES FOR SMALLER FRONT LOTS IN THE OSBURN LAKES SUBDIVISION

WHEREAS, the city of Owosso, Shiawassee County, Michigan, previously determined that it was advisable, necessary and in the public interest to develop the Osburn Lakes Subdivision; and

WHEREAS, the city of Owosso retains ownership of 25 lots which the city intends to sell; and

WHEREAS, the development agreement provided a price schedule designed to allow the city to recoup development costs and other provisions pertaining to the sale of each lot; and

WHEREAS, the prices established for smaller lots abutting Gould Street are no longer reasonable in today's market following the real estate market collapse, a new schedule has been proposed;

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

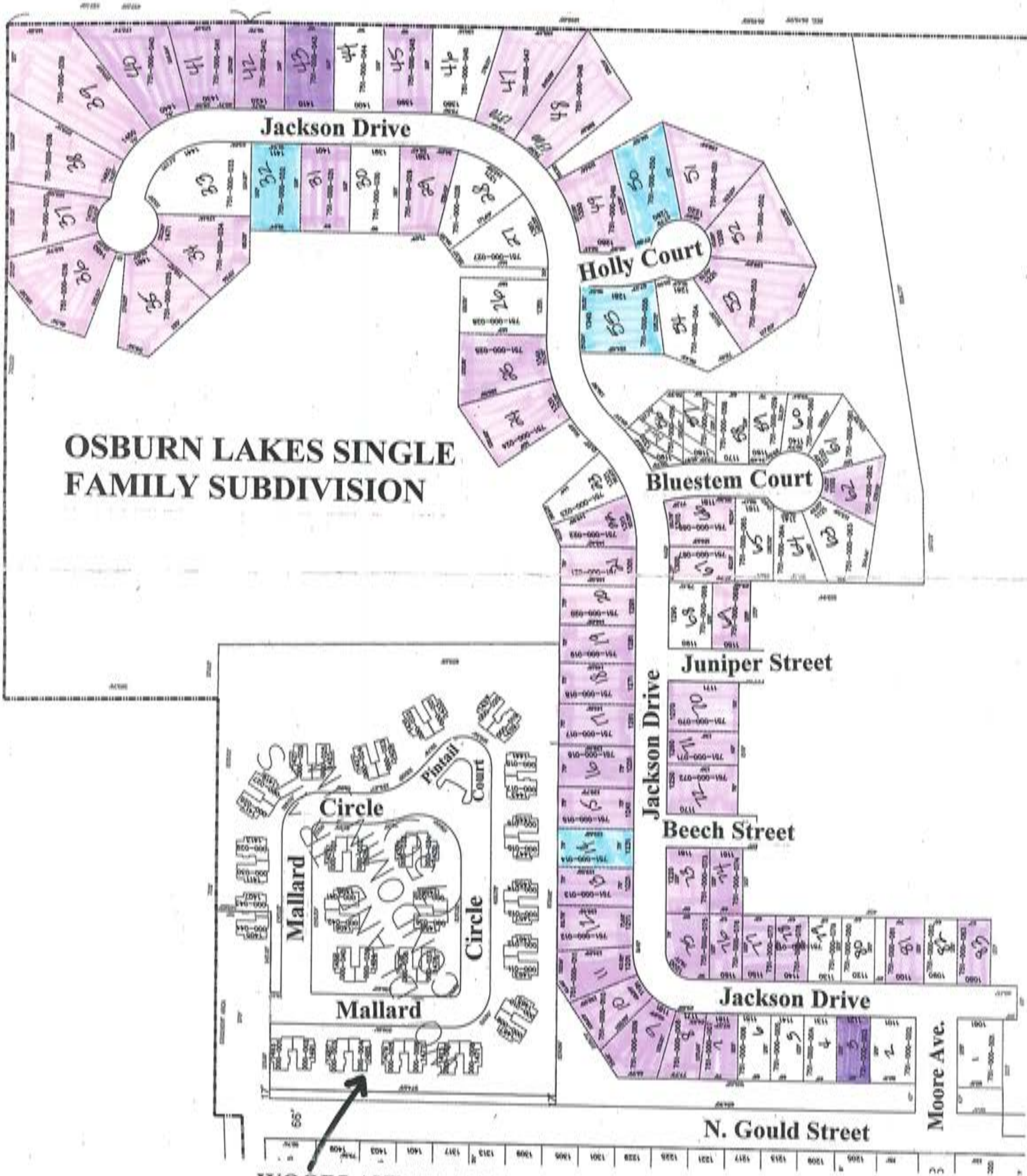
FIRST: the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to establish the sale price of lots in the Osburn Lakes Subdivision as follows:

Area	Description	Lots	Previous Price	New Price*
A-1	Lots abutting Gould Street	5	\$10,040	\$7,500
A-2	60 foot frontage lots with 120-130' depth	3	\$10,040	\$10,040
B-1	Small corner lots and 68 and 69	1	\$10,525	\$10,525
D	Walk-out lots/small lots	3	\$15,600	\$15,600
E	Walk-out large privacy lots	4	\$15,980	\$15,980
F	Large basement window	7	\$16,500	\$16,500
G	Walk-out large lots	2	\$17,530	\$17,530

*if sidewalks were installed prior to sale the cost of installation will be added to the price of the lot.

SECOND: the city of Owosso will maintain all other sale conditions including but not limited to those requiring that construction begin within one year and that lots shall not be combined;

Available Lots	Price Designation
1	A-1
2	A-1
4	A-1
5	A-1
6	A-1
23	F
26	F
27	F
28	F
30	F
33	G
44	E
46	E
54	G
58	D
59	D
60	D
61	F
63	F
64	E
65	E
68	B-1
79	A-2
80	A-2
82	A-2



OSBURN LAKES SINGLE FAMILY SUBDIVISION

WOODLAND TRAILS DUPLEX CONDOMINIUM

17 1408 1407 1406 1405 1404 1403 1402 1401 1400 1399 1398 1397 1396 1395 1394 1393 1392 1391 1390 1389 1388 1387 1386 1385 1384 1383 1382 1381 1380 1379 1378 1377 1376 1375 1374 1373 1372 1371 1370 1369 1368 1367 1366 1365 1364 1363 1362 1361 1360 1359 1358 1357 1356 1355 1354 1353 1352 1351 1350 1349 1348 1347 1346 1345 1344 1343 1342 1341 1340 1339 1338 1337 1336 1335 1334 1333 1332 1331 1330 1329 1328 1327 1326 1325 1324 1323 1322 1321 1320 1319 1318 1317 1316 1315 1314 1313 1312 1311 1310 1309 1308 1307 1306 1305 1304 1303 1302 1301 1300 1299 1298 1297 1296 1295 1294 1293 1292 1291 1290 1289 1288 1287 1286 1285 1284 1283 1282 1281 1280 1279 1278 1277 1276 1275 1274 1273 1272 1271 1270 1269 1268 1267 1266 1265 1264 1263 1262 1261 1260 1259 1258 1257 1256 1255 1254 1253 1252 1251 1250 1249 1248 1247 1246 1245 1244 1243 1242 1241 1240 1239 1238 1237 1236 1235 1234 1233 1232 1231 1230 1229 1228 1227 1226 1225 1224 1223 1222 1221 1220 1219 1218 1217 1216 1215 1214 1213 1212 1211 1210 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1009 1008 1007 1006 1005 1004 1003 1002 1001 1000 999 998 997 996 995 994 993 992 991 990 989 988 987 986 985 984 983 982 981 980 979 978 977 976 975 974 973 972 971 970 969 968 967 966 965 964 963 962 961 960 959 958 957 956 955 954 953 952 951 950 949 948 947 946 945 944 943 942 941 940 939 938 937 936 935 934 933 932 931 930 929 928 927 926 925 924 923 922 921 920 919 918 917 916 915 914 913 912 911 910 909 908 907 906 905 904 903 902 901 900 899 898 897 896 895 894 893 892 891 890 889 888 887 886 885 884 883 882 881 880 879 878 877 876 875 874 873 872 871 870 869 868 867 866 865 864 863 862 861 860 859 858 857 856 855 854 853 852 851 850 849 848 847 846 845 844 843 842 841 840 839 838 837 836 835 834 833 832 831 830 829 828 827 826 825 824 823 822 821 820 819 818 817 816 815 814 813 812 811 810 809 808 807 806 805 804 803 802 801 800 799 798 797 796 795 794 793 792 791 790 789 788 787 786 785 784 783 782 781 780 779 778 777 776 775 774 773 772 771 770 769 768 767 766 765 764 763 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262 261 260 259 258 257 256 255 254 253 252 251 250 249 248 247 246 245 244 243 242 241 240 239 238 237 236 235 234 233 232 231 230 229 228 227 226 225 224 223 222 221 220 219 218 217 216 215 214 213 212 211 210 209 208 207 206 205 204 203 202 201 200 199 198 197 196 195 194 193 192 191 190 189 188 187 186 185 184 183 182 181 180 179 178 177 176 175 174 173 172 171 170 169 168 167 166 165 164 163 162 161 160 159 158 157 156 155 154 153 152 151 150 149 148 147 146 145 144 143 142 141 140 139 138 137 136 135 134 133 132 131 130 129 128 127 126 125 124 123 122 121 120 119 118 117 116 115 114 113 112 111 110 109 108 107 106 105 104 103 102 101 100 99 98 97 96 95 94 93 92 91 90 89 88 87 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

Moore Ave.

N. Gould Street

Jackson Drive

Beech Street

Juniper Street

Bluestem Court

Holly Court

Jackson Drive

Circle

Mallard

Mallard

Circle

Pintail Court



MEMORANDUM

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

DATE: March 3, 2016

TO: Mayor Benjamin R. Frederick, City council members

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

SUBJECT: Extending Due Diligence Period by amending the original purchase agreement with Cargill, Incorporated.

RECOMMENDATION:

Approve the amended purchase agreement with Cargill Incorporated for the purchase of 1509 W. Oliver property extending the due diligence period to May 15, 2016.

BACKGROUND:

Cargill Incorporated has asked for an extension of the due diligence period to May 15, 2015. A Brownfield amendment on the TIF district encompassing the Cargill project must be in place and approved by the State of Michigan prior to the final closing of the sale.

FISCAL IMPACTS:

None.

Document originated by: Susan Montenegro

RESOLUTION NO.

**FIRST AMENDMENT TO SALE AND PURCHASE OF PROPERTY AGREEMENT
WITH CARGILL, INCORPORATED**

WHEREAS, the city entered into a purchase agreement with Cargill, Incorporated on June 15, 2015 to sell a vacant industrial-zoned 19.118 acre parcel commonly known as 1509 West Oliver Street and described as follows:

PART OF S W 1/4 & PART OF SE FR 1/4 SEC 14 T7N R2E BEG AT CEN POST, TH S 1*32 1/2' W 33', TH E 418.73', TH S 42*07' E 1066.59', TH N 48*30' E 34.45', TH S 43*23' E 177.7' TH S 46*45' E 180', TH S47*52'47"W 52.92', TH S47*07'00"E 146.16', TH ON A CURVE TO THE LEFT HAVING A RADIUS OF 245', A DELTA ANGLE OF 38*22'13" AND A CHORD BEARING AND DISTANCE OF S61*18'07"E 161.02', TH ON A CURVE TO THE LEFT HAVING A RADIUS OF 245', A DELTA ANGLE OF 09*29'47" AND A CHORD BEARING AND DISTANCE OF S85*14'07"E 40.56', TH S89*59'00"E 154.05', TH ON A CURVE TO THE RIGHT HAVING A RADIUS OF 305.00, A DELTA ANGLE OF 36*33'20" AND A CHORD BEARING AND DISTANCE OF S71*42'20"E 191.31' TO THE EAST AND WEST 1/8 LINE IN THE SE 1/4 OF SAID SEC 14, TH N 89*59' W ALG 1/8 LN 1026.59' TO NE LN OF AARR R/W, TH N40*33 1/2 W ALONG SAID R/W LN TO N-S 1/4 LN, TH N TO BEG. (EX EASMT FOR POWER LNS CON POWER CO.

and

SEC 14, T7N, R2E ALL THAT PART OF THE SW ¼ OF SEC 14 LYING NE'LY OF AARR R/WY;
and

WHEREAS, the original purchase agreement stipulated a 180-day period for Cargill, Incorporated to conduct its due diligence; and

WHEREAS, Cargill, Incorporated has realized the need to extend the due diligence period to May 15, 2016.

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

1. The due diligence period in Article VI, Section 6.1 of the Purchase Agreement is amended to extend the Due Diligence Period to May 15, 2016.
2. The Mayor and City Clerk are instructed and authorized to execute appropriate documents to execute the sale.

**SECOND AMENDMENT TO SALE AND
PURCHASE OF PROPERTY AGREEMENT**

THIS SECOND AMENDMENT TO SALE AND PURCHASE OF PROPERTY AGREEMENT (this "Second Amendment") is entered into by the **CITY OF OWOSSO**, a Michigan municipal corporation ("Seller"), and **CARGILL, INCORPORATED**, a Delaware corporation ("Buyer"), effective as of February 18, 2016 (the "Effective Date").

RECITALS

A. Buyer and Seller are parties to that certain Sale and Purchase of Property Agreement dated as of June 15, 2015 and amended by that certain First Amendment to Sale and Purchase of Property Agreement dated November 23, 2015 (the "Purchase Agreement"), relating to certain real property situated in Owosso, Michigan, which property is more particularly described in the Purchase Agreement.

B. Buyer and Seller wish to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Purchase Agreement unless the context clearly requires otherwise.

2. The Recitals to this Second Amendment are hereby incorporated into and made a part of this Second Amendment.

3. Article VI, Section 6.1 of the Purchase Agreement is amended to extend the Due Diligence Period to May 15, 2016.

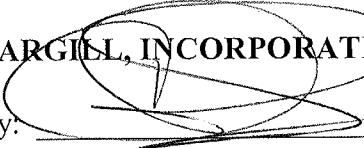
5. Except as expressly amended by this Second Amendment, no term or provision of the Purchase Agreement is or shall be amended, modified or supplemented, and the Purchase Agreement, as amended by this Second Amendment, is hereby ratified by Seller and Buyer.

6. A facsimile or electronic signature of this Second Amendment shall be deemed an original signature and this Second Amendment may be signed in counterpart which, when taken together, will be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Execution Date.

BUYER:

CARGILL, INCORPORATED

By:  _____

Print Name: Chuck Thoren

Its: UP & BUC CFA

SELLER:

CITY OF OWOSSO

By: _____

Print Name: _____

Its: _____



MEMORANDUM

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

DATE: March 2, 2016
TO: Mayor Frederick and the Owosso City Council
FROM: Keith Lussenden, Building Official
SUBJECT: Lot Split Application – 1404 Rain

RECOMMENDATION: I recommend approval of the application for lot split.

BACKGROUND: (See attached Legal Description)

The attached lot split request, received on February 22, 2016, from the City of Owosso, has been reviewed by each department head within the City of Owosso. The proposed lot split will conform to present city ordinances.


Therefore, approval by the City Council for this lot split is recommended.

FISCAL IMPACTS: Lot would be put on the tax roll to be sold for development as a buildable saleable lot.

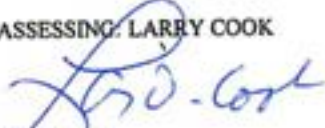
Document originated by: BAC

CITY OF OWOSSO
DIVISION OF PLATTED CITY LOTS
DEPARTMENTAL REVIEW

PLEASE ROUTE THIS APPLICATION IN THE FOLLOWING SEQUENCE AND RETURN TO THE BUILDING DEPARTMENT AS SOON AS POSSIBLE.

INITIAL REVIEW BY BUILDING OFFICIAL: 

COMMENTS OK

***ASSESSING: LARRY COOK  RECOMMEND APPROVAL DENIAL
WRITE NEW DESCRIPTIONS
AT THE END OF YEAR, CHECK WITH COUNTY FOR
DELINQUENT TAXES: PAID UNPAID

COMMENTS Descriptions Attached

***COMMUNITY DEVELOPMENT:
SUSAN MONTENEGRO RECOMMEND APPROVAL DENIAL

COMMENTS _____

***PUBLIC UTILITIES:  RECOMMEND APPROVAL DENIAL
GLENN CHINAVARE

COMMENTS OK NO KNOWN CONFLICTS

***ENGINEERING:  RECOMMEND APPROVAL DENIAL
MARK SEDLAK

COMMENTS OK

- RETURN TO BUILDING OFFICIAL FOR WRITTEN RECOMMENDATION OR DENIAL
- RETURN ALL MATERIALS TO BRIDGET CANNON
- SEND COPY OF APPLICATION TO APPLICANT WITH DATE OF COUNCIL MEETING
- PREPARE MEMO AND COPY (15) FOR COUNCIL MEETING; SUBMIT TO CLERK'S OFFICE

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY APPLICANT WITH COPY OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY ASSESSOR WITH ORIGINAL OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, COPY TO BLDG FILE



MEMORANDUM

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

DATE: March 2, 2016
TO: Mayor Frederick and the Owosso City Council
FROM: Keith Lussenden, Building Official
SUBJECT: Lot Split Application – 1410 Rain

RECOMMENDATION: I recommend approval of the application for lot split.

BACKGROUND: (See attached Legal Description)

The attached lot split request, received on February 22, 2016, from the City of Owosso, has been reviewed by each department head within the City of Owosso. The proposed lot split will conform to present city ordinances.

Therefore, approval by the City Council for this lot split is recommended.

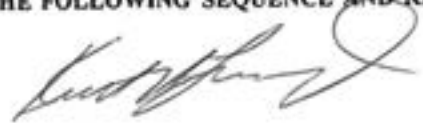
FISCAL IMPACTS: Lot would be put on the tax roll to be sold for development as a buildable saleable lot.

Document originated by: BAC

CITY OF OWOSSO
DIVISION OF PLATTED CITY LOTS
DEPARTMENTAL REVIEW

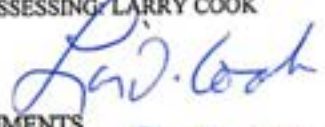
PLEASE ROUTE THIS APPLICATION IN THE FOLLOWING SEQUENCE AND RETURN TO THE BUILDING DEPARTMENT AS SOON AS POSSIBLE.

INITIAL REVIEW BY BUILDING OFFICIAL:



COMMENTS OK

***ASSESSING: LARRY COOK



RECOMMEND APPROVAL _____ DENIAL _____
WRITE NEW DESCRIPTIONS
AT THE END OF YEAR, CHECK WITH COUNTY FOR
DELINQUENT TAXES: PAID _____ UNPAID _____

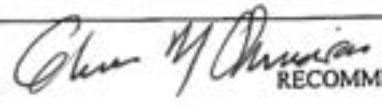
COMMENTS Description attached

***COMMUNITY DEVELOPMENT:
SUSAN MONTENEGRO

RECOMMEND APPROVAL _____ DENIAL _____

COMMENTS _____

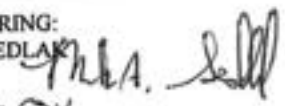
***PUBLIC UTILITIES:
GLENN CHINAVARE



RECOMMEND APPROVAL DENIAL _____

COMMENTS OK NO KNOWN CONFLICTS

***ENGINEERING:
MARK SEDLAK



RECOMMEND APPROVAL _____ DENIAL _____

COMMENTS OK

- RETURN TO BUILDING OFFICIAL FOR WRITTEN RECOMMENDATION OR DENIAL
- RETURN ALL MATERIALS TO BRIDGET CANNON
- SEND COPY OF APPLICATION TO APPLICANT WITH DATE OF COUNCIL MEETING
- PREPARE MEMO AND COPY (15) FOR COUNCIL MEETING; SUBMIT TO CLERK'S OFFICE
- AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY APPLICANT WITH COPY OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY ASSESSOR WITH ORIGINAL OF COMPLETED APPLICATION.
AFTER COUNCIL APPROVAL OR DENIAL, COPY TO BLDG FILE

Land Split of Platted Lots

Tax Year 2017

City of Owosso
Rain Street Parcels
Owosso, MI 48867

Current Description 050-113-011-012-00 – Rain Street

LOT 11 BLK 11 CITY ASSESSORS PLAT 3

Current Description 050-113-011-013-00 – Rain Street

LOT 12, BLK 11, CITY ASSESSORS PLAT 3, (EXCEPT THE W ½ OF THE S 140')

Current Description 050-113-011-014-00 – Rain Street

LOT 13 BLK 11 CITY ASSESSORS PLAT 3

New Description After Split of 050-113-011-012-00 Rain Street

LOT 11, BLK 11, CITY ASSESSORS PLAT 3, (EXCEPT THE S 140')

New Split Parcel – 050-113-011-019-00 1404 Rain (split from 050-113-011-012-00)

THE S 140' OF LOT 11, BLK 11, CITY ASSESSORS PLAT 3

New Description After Split of 050-113-011-013-00 – Rain Street

LOT 12, BLK 11, CITY ASSESSORS PLAT 3, (EXCEPT THE S 140')

New Split Parcel – 050-113-011-017-00 1410 Rain (split from 050-113-011-013-00)

THE E ½ OF THE S 140' OF LOT 12, BLK 11, CITY ASSESSORS PLAT 3

New Description After Split of 050-113-011-014-00 Rain Street

LOT 13, BLK 11, CITY ASSESSORS PLAT 3, (EXCEPT THE S 140')

New Split Parcel – 050-113-011-018-00 – 1416 Rain (split from 050-113-011-014-00)

THE S 140' OF LOT 13, BLK 11, CITY ASSESSORS PLAT 3

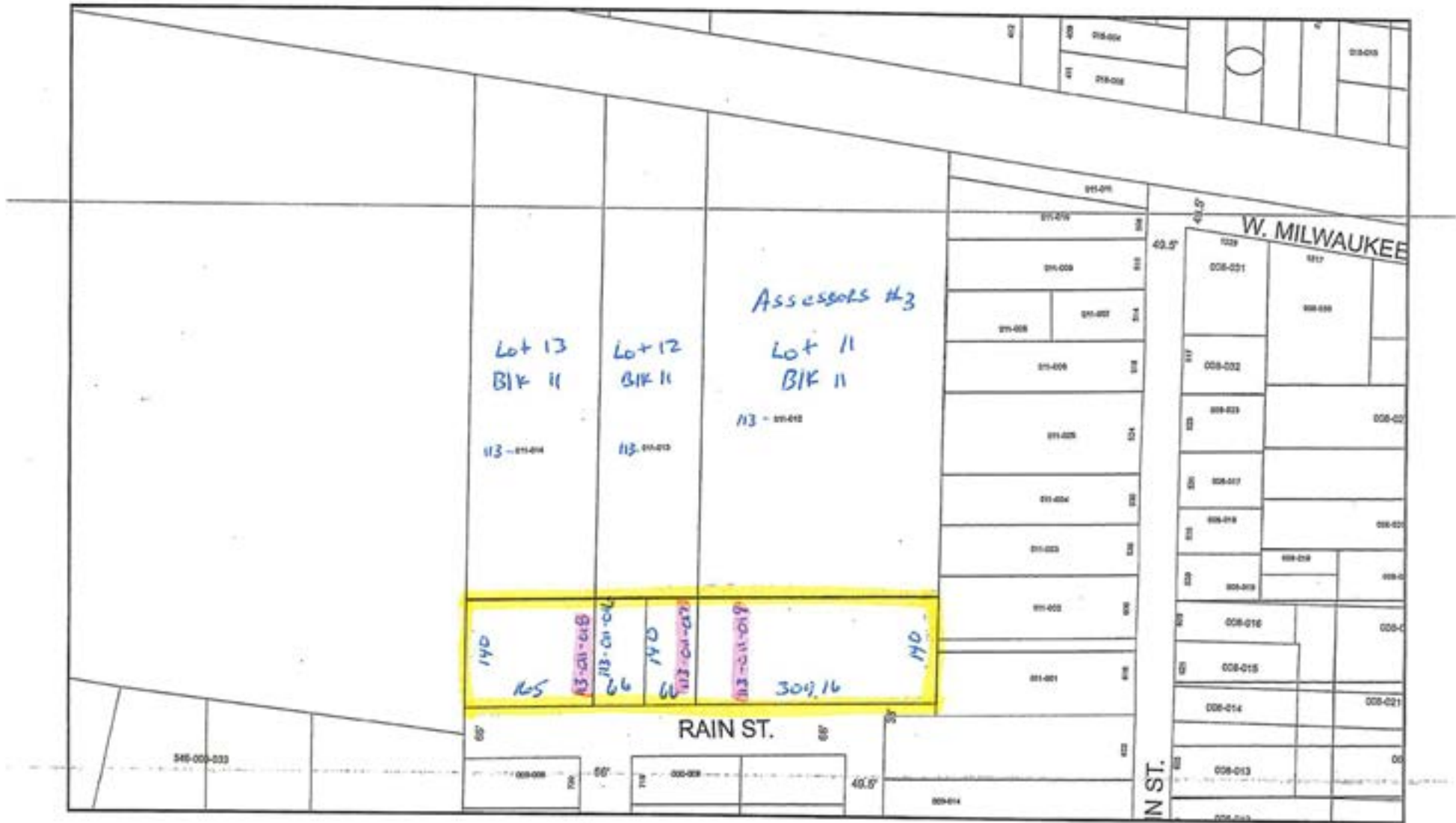


City of Owosso

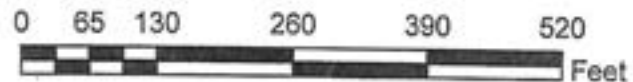
Rain Street Properties

Lot Split on Each

For 2017 Plan



February 22, 2016





MEMORANDUM

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

DATE: March 2, 2016
TO: Mayor Frederick and the Owosso City Council
FROM: Keith Lussenden, Building Official
SUBJECT: Lot Split Application – 1416 Rain

RECOMMENDATION: I recommend approval of the application for lot split.

BACKGROUND: (See attached Legal Description)

The attached lot split request, received on February 22, 2016, from the City of Owosso, has been reviewed by each department head within the City of Owosso. The proposed lot split will conform to present city ordinances.

Therefore, approval by the City Council for this lot split is recommended.

FISCAL IMPACTS: Lot would be put on the tax roll to be sold for development as a buildable saleable lot.

Document originated by: BAC

CITY OF OWOSSO
LOT SPLIT ORDINANCE

Sec. 30-5. Article I, Chapter 30 of the Code of the City of Owosso states...

The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form.

City Ordinance. No. 456, of 12-19-88

NEW DESCRIPTION:

after split of 050-113-011-014-00 Rain Street

LOT 13, BLK 11, CITY ASSESSORS PLAT 3, (EXCEPT THE S 140')

New Split Parcel - 050-113-011-018-00 1416 Rain


THE S 140' OF LOT 13, BLK 11 CITY ASSESSORS PLAT 3

ASSESSOR'S DESCRIPTION:

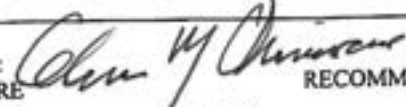
CITY OF OWOSSO
DIVISION OF PLATTED CITY LOTS
DEPARTMENTAL REVIEW


PLEASE ROUTE THIS APPLICATION IN THE FOLLOWING SEQUENCE AND RETURN TO THE BUILDING DEPARTMENT AS SOON AS POSSIBLE.

INITIAL REVIEW BY BUILDING OFFICIAL: 
COMMENTS OK

***ASSESSING: LARRY COOK

RECOMMEND APPROVAL _____ DENIAL _____
WRITE NEW DESCRIPTIONS
AT THE END OF YEAR, CHECK WITH COUNTY FOR
DELINQUENT TAXES: PAID _____ UNPAID _____
COMMENTS Descriptions attached

***COMMUNITY DEVELOPMENT:
SUSAN MONTENEGRO
RECOMMEND APPROVAL _____ DENIAL _____
COMMENTS _____

***PUBLIC UTILITIES: 
GLENN CHINAVARE
RECOMMEND APPROVAL DENIAL _____
COMMENTS OK NO KNOWN CONFLICTS

***ENGINEERING:
MARK SEDLAK 
RECOMMEND APPROVAL _____ DENIAL _____
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NEW DESCRIPTION:

after split of 050-113-011-013-00 Rain Street

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New Split Parcel - 050-113-011-017-00 1410 Rain

THE E 1/2 OF THE S 140' OF LOT 12, BLK 11 CITY ASSESSORS PLAT 3

ASSESSOR'S DESCRIPTION:

Land Split of Platted Lots

Tax Year 2017

City of Owosso
Rain Street Parcels
Owosso, MI 48867

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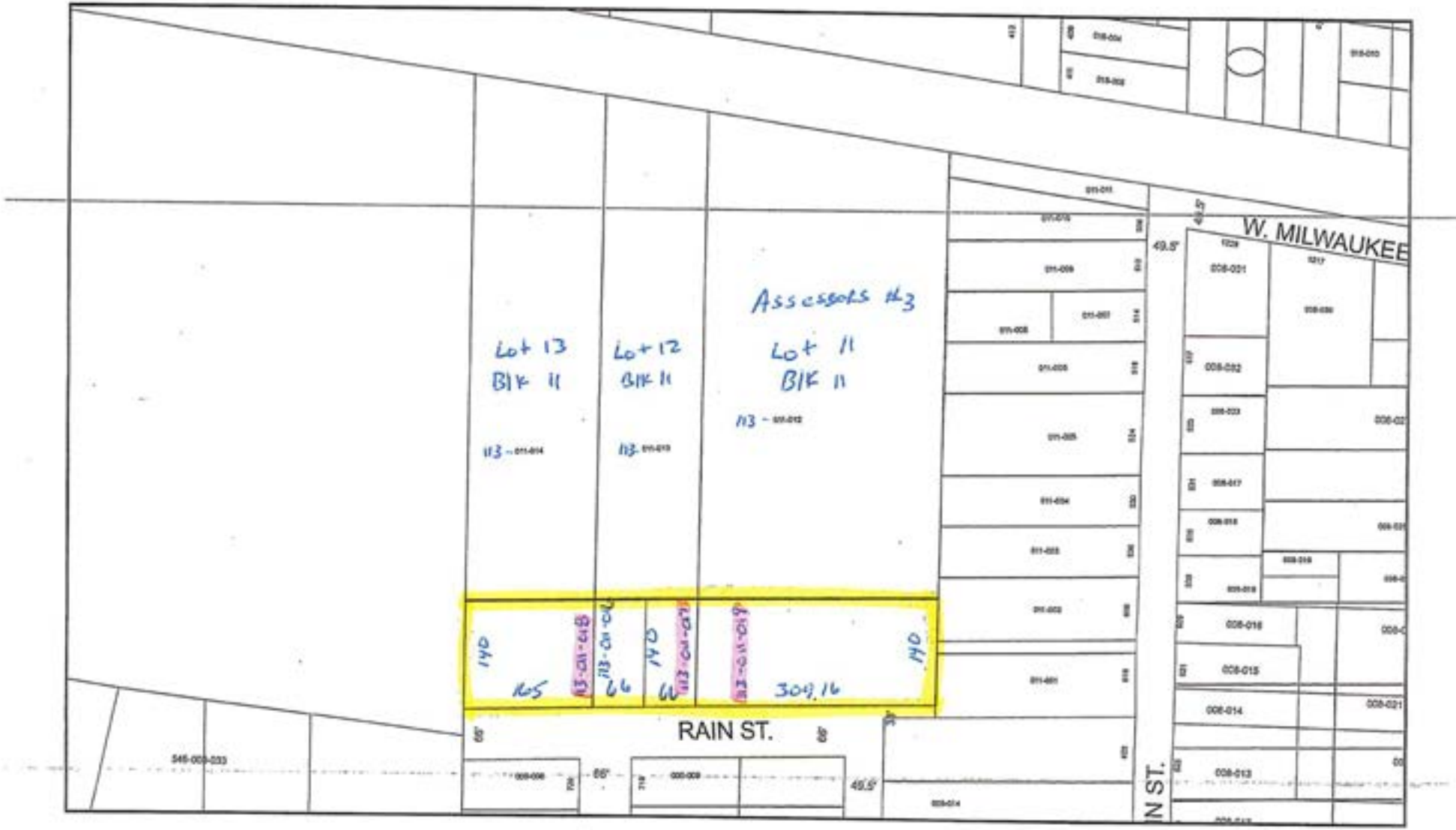


City of Owosso

Rain Street Properties

Lot Split on Each

For 2017 Plan



February 22, 2016



CITY OF OWOSSO
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Land Split of Platted Lots

Tax Year 2017

City of Owosso
Rain Street Parcels
Owosso, MI 48867

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THE S 140' OF LOT 13, BLK 11, CITY ASSESSORS PLAT 3



13

12

11

011-014

011-013

011-012

11

NEW

NEW

NEW

140

4 (Existing)

140

1404

2017 #
050-113-011-018-00
2017 #
050-113-017-00
2017 #
050-113-018-019-00

RAIN ST.

VTRY CT.

66'

66'

66'

49.5'

38'

141.73'

133.41'

133.29'

133.17'

7	154.59'	000-008	720
6	153.82'	000-007	730
5	147.67'	000-006	740
4	134.27'	000-005	750
3	84.09'	000-004	760
2	131.89'	000-002	770

8	133.77'	000-009	715
9	133.8'	000-010	725
10	134.12'	000-011	735
11	139.27'	000-012	745
12	168.2'	000-013	755
13	133.77'	000-014	765

19	139'	009-014
18	139'	
17	137'	
16	139'	
15	133.2'	
14	66'	

140	140	140	140
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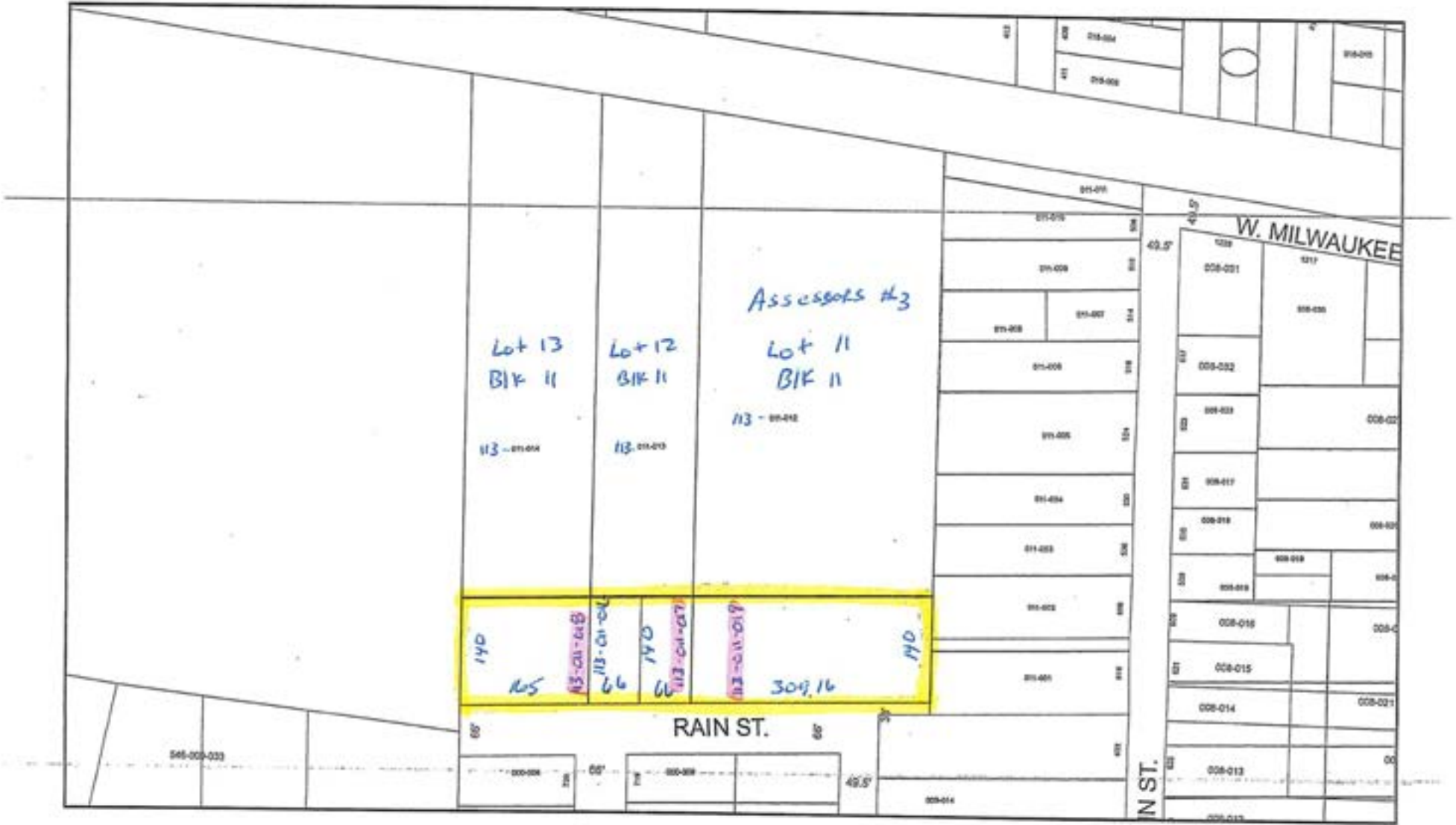
1	66'	62.5'
2	66'	62.5'
3	66'	
4	66'	

City of Owosso

Rain Street Properties

Lot Split on Each

Per 2017 Plan





301 WEST MAIN STREET • OWOSSO, MICHIGAN 48867-2958

MEMORANDUM

TO: Owosso City Council
FROM: William C. Brown, City Attorney
DATE: March 2, 2016
RE: City of Owosso Real Estate Auction

Attached is an email and Listing Agreement from Sheridan Realty & Auction Co. which I have approved.

WCB/jmr
Enclosures

cc: Mr. Donald Crawford
Ms. Amy K. Kirkland

RESOLUTION NO. _____

**AUTHORIZING THE SALE OF CERTAIN PARCELS
OF REAL PROPERTY OWNED BY THE CITY BY AUCTION**

WHEREAS the City of Owosso owns 27 parcels of real property which are stated on the attached Auction List;

WHEREAS the City of Owosso wishes to sell said properties by auction; and

WHEREAS the City of Owosso has contracted with Troy Crowe of Sheridan Realty and Auction Co. to auction said properties;

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

- FIRST: The City of Owosso hereby determines that it is beneficial to sell the real property stated on the attached Auction List.
- SECOND: It is in the best interest of the City of Owosso to auction said real property with Sheridan Realty and Auction Co.
- THIRD: The auction shall be conducted and said real property shall be sold to the highest and/or accepted bidder.
- FOURTH: The Mayor and City Clerk are instructed to sign all purchase agreements, deeds and any other documents necessary to consummate the sale of said real property.
- FIFTH: Any property sold for less than Five Hundred and No/100 (\$500.00) Dollars shall be conveyed by Quit Claim Deed without title insurance.
- SIXTH: All properties shall be sold on an "as is" basis with a recommendation that the buyer conduct all necessary inspections, surveys and title examinations. The City shall disclaim all warranties, implied or expressed.

[Print](#)[Close](#)

City of Owosso Auction

From: **Troy Crowe** (troy@sheridanauctionservice.com)

Sent: Wed 3/02/16 11:35 AM

To: **Bill Brown** (billbrown1951@hotmail.com)

Cc: **Troy Crowe** (troy@sheridanauctionservice.com)

1 attachment

CCI02032016.pdf(2.5 MB) ,

Bill: Attached you will find the contract for the lots, I am sure I may have to explain the commission to the council and can do that if you need me to but as we talked this morning there will be a 10% buyer premium or \$750 per parcel ID number, which ever is higher, paid by the buyer for the commission. The seller will be charged NO COMMISSION on the transaction.

If you have questions please let me know.

Thanks

Troy



AUCTION LISTING AGREEMENT FOR SALE OF REAL ESTATE AND/OR PERSONAL PROPERTY

740 S. Cedar Street, Mason, Michigan 48854
(517) 676-9800 FAX (517) 676-4440

www.sheridanauctionservice.com

1. Agreement- made this 2 day of 03, 16 between CITY OF GROSS hereafter called sellers and SHERIDAN REALTY AUCTION CO hereafter called Auctioneers. Sellers grant the Auctioneers the sole and exclusive right to sell the following real and/or personal property described herein or on the scheduled attached to and made part of this agreement. For the highest and best bid or offer, the Seller agrees to turn over and deliver to Auctioneers, to be sold at public or private auction or a privately negotiated sale, the items listed below and on the attached sheets. The Seller further warrants and represents that there are no other outstanding contracts or agreements of any kind for the sale or auction of this real and/or personal property. No items or lots shall be sold, removed, or withdrawn from the auction prior to the auction except by mutual written agreement between Sellers and Auctioneers. Any items or real estate sold, removed or withdrawn, the Auctioneers shall receive full commission on those items, lots or real estate.

Items See Attached List List to be Completed By Auctioneers By Sellers No Items

Other _____

2. Encumbrances - Sellers represent that they have full power and authority to sell such real estate and personal property and that the said property is free and clear of all liens and encumbrances, except as follows: (If none, write none.)

Real Estate/Items	Address (Description)	Lienholder	Address	Unpaid Bal.
A. _____	_____	_____	_____	(\$ _____)
B. _____	_____	_____	_____	(\$ _____)
C. _____	_____	_____	_____	(\$ _____)
D. _____	_____	_____	_____	(\$ _____)

Financing terms on real estate All Cash Owner Financing _____

Possession At closing Other _____

Taxes School _____ County _____ Village/Twp/City _____ Pro-rated Calendar Basis X

Subject to the following Terms SELLERS APPROVAL OR REJECTION

3. Delivery/Insurance - It is the Seller's responsibility and liability to deliver to the Buyers a good and marketable title to all real and personal property, free and clear of all liens and encumbrances, etc. Sellers are liable for any and all claims, damages, expenses, or theft of any real or personal property prior to delivery of title to the Buyers irrespective of location. Sellers are responsible for properly insuring their own interest in the real estate and/or personal property, for any and all damage, liability, loss, theft, etc.

4. Reserves - It is mutually agreed that all real estate and personal property will be sold to the highest bidder or at a privately negotiated sale with the exception of items herein specified as reserved. If a bid price or offer equals or exceeds the reserve price, or the Sellers authorized the Auctioneers to accept the bid price or offer, the Auctioneers have earned their commission. Also, when the sale price on a reserved item, lot or real estate is above the reserve amount, the Auctioneers can apply this excess monetary amount towards the reduction of the reserve amount on other reserved items, lots or real estate thus reducing the other items, lots or real estates reserve price. The Auctioneers may also reduce their commission on a reserved item, lot and real estate and apply that portion of the commission, whether at public or private auction or privately negotiated sale, toward the reserve price, thus reducing that item, lot or real estate reserve price.

Reserve (Real Estate, Item or Lot)	Amount
A. <u>SELLERS APPROVAL OR REJECTION</u>	\$ _____
B. _____	\$ _____
C. _____	\$ _____
D. _____	\$ _____

5. Sole and Exclusive Right - The Sellers grant the Auctioneers the sole and exclusive right to sell the real estate and/or personal property described herein or on the attached schedules. The Sellers will pay the Auctioneers commission whether said real estate or personal property is sold by whomsoever including the Sellers, whether at public or private auction or a privately negotiated sale. It is further agreed that the Auctioneers shall receive full commission on all real estate and personal property, reserved, sold (whether before, at or after the auction), withdrawn from the auction or transferred within 180 days after the auction.

6. Cancellation - In the event of any cancellation of this auction by the Sellers (direct or indirect), the Auctioneers will be reimbursed the full contract commission as established by an independent appraisal, plus all costs involved for advertising, advertising retractions, promotion, out of pocket expenditures, labor, tents, porta-john, mobile office, etcetera, including attorney fees and court cost, if necessary.

Seller Initials _____ Seller Initials _____ Seller Initials _____

48 7. **Seller Compliance** - The Sellers agree to execute and deliver any and all required documents to Auctioneers or the intended parties in an efficient and prompt
49 manner. The Sellers also agree to comply with all laws including, but not limited to, the Bulk Sales Act, the Uniform Commercial Code, Seller disclosures, etc. If re-
50 quested, the Sellers will complete and sign any and all disclosure forms pertaining to condition of the real estate and/or personal property. These disclosures will be
51 made available to potential Buyers, upon request or in bidders packets. The Sellers are responsible for all compliances and all expenses involved for compliances.

52 8. **Deposits** - Seller agrees all deposits will be held in escrow by Sheridan Realty & Auction Co. unless stated otherwise in the auction sales agreement. Upon Buyers
53 forfeit of a deposit, the Sellers and Auctioneers will divide equally said deposit up to Auctioneers full commission and the Auctioneers in no case or manner will be held
54 responsible by the Sellers for the Buyers performance or non-performance to purchase.

55 9. **Promotion** - The Auctioneers are granted the authority from the Sellers to promote, market, place signs and set the terms, conditions, date and time for the auction
56 in a manner the Auctioneers deem necessary.

57 10. **Indemnity** - Seller (S) further agree to indemnify and save harmless said Auctioneers and their employees, agents, successors or assigns, against any and all claims,
58 loss, liabilities, damages, demands, action or cause of action whatsoever in any manner arising from this auction or privately negotiated sale; before, during or after
59 the auction. Auctioneers are not responsible for accidents. Sellers must insure their own liabilities, interests, real estate and personal property.

60 11. **Date** - Said public or private auction shall be conducted at 1007 SWASHINGTON ST (ONLINE) city of OWASSO
61 county of SALAWASSEE municipality _____ state of MI Zip 48867
62 on the 28th day of APRIL, 2016 Time: 7PM Day: THURSDAY

63 12. **Expenses** - Sellers agree that the Auctioneer's fee/commission and all expenses incurred for conduction of the auction as agreed below (such as advertising,
64 promotion, signage, labor, tent, porta-john, equipment rental, etcetera) shall first be paid from the proceeds realized from the auction or privately negotiated sale
65 before payment and satisfaction of any of the above described liens or encumbrances. Sellers further agree that any and all checks or forms of payment made payable
66 to Auctioneers, or taken as payment, are taken subject to collection. Auctioneers assume no responsibility for collection of payments.

67 Auctioneer's Fee/Commission: Real Estate 10 % with \$ 750⁰⁰ PER PARCEL 10# minimum fee and \$ _____ no sale fee.
68 Auctioneer's Fee/Commission: Personal _____ % with \$ _____ minimum fee and \$ _____ no sale fee.
69 Labor Fee Per Person Per Hour: \$ _____ Computer Operator Fee Per Person Per hour: \$ _____

70 13. **Additions:** 3% on All Credit Card Sales All Advertising Porta-Potty Tent or Tables
71 Additional Items:
72 MARKETING BUDGET NOT TO EXCEED \$ 2500⁰⁰ PAID BY THE
73 SELLER.

74 14. **Buyers Premium** - The Sellers grant do not grant, the Auctioneers the authority to charge a Buyers Premium in the amount of 10 %
75 or flat fee of _____. A buyers premium is a flat fee amount or a percentage of the high bid, which is added to the high bid amount to
76 achieve the contract or Sales price. Commission is based on the contract price bid price.

77 15. **Binding** - It is agreed that this agreement shall be binding upon the undersigned and their respective heirs, administrators, executors, powers of attorney, trustees,
78 agents, successors and assigns, etc. The terms and conditions of this agreement shall survive settlement or lack thereof. If there is more than one owner, the obligations
79 imposed by this agreement shall be joint and several. If any term of this agreement is determined by a court to be unenforceable, the remainder of this agreement shall
80 not be affected.

81 16. **Signatures** - In witness whereof the parties have executed this agreement in (triplicate) on the date set forth above. Sellers have had the opportunity to read the
82 foregoing agreement and have had the opportunity to have legal advice as to its contents, requirements and liabilities, and agree to the responsibilities, obligations,
83 and conditions thereof. This written agreement constitutes the entire agreement between the parties and no modification of this agreement shall be effective unless
84 made in writing and signed by the parties. Sellers acknowledge receipt of a copy of this agreement and attached schedule (s) (if any). The parties agree that any
85 litigation or dispute concerning enforcement of this contract shall be brought in the State of Michigan, the jurisdiction shall be the County of Ingham and that Michigan
86 law shall govern. The prevailing party shall be entitled to an award of court costs and attorney fees incurred.

87 Seller _____ Phone _____ Address _____
88 Seller _____ Phone _____ Address _____
89 Seller _____ Phone _____ Address _____
90 Seller _____ Phone _____ Address _____
91 Auctioneer or Sale Manager _____

92 **Sheridan Realty & Auction Co.**
93 740 S. Cedar Street, Mason, Michigan 48854
94 (517) 676-9800 • FAX (517) 676-4440
95 www.sheridanauctionservice.com



#	PARCEL	ZONING	ADDRESS	USE
✓ 1	050-010-033-021-00	R1	WRIGHT AV	Vacant-Res Lot -S of 607
✓ 2	050-011-021-002-00	B4	S GOULD ST	Vacant-Commercial
✓ 3	050-113-011-012-00	R1	RAIN ST	Vacant-Residential Lot
✓ 4	050-113-011-013-00	R1	RAIN ST	Vacant-Residential Lot
✓ 5	050-113-011-014-00	R1	RAIN ST	Vacant-Residential Lot
✓ 6	050-350-000-001-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 7	050-350-000-002-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 8	050-350-000-003-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 9	050-350-000-004-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 10	050-350-000-005-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 11	050-350-000-006-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 12	050-350-000-007-00	R2	W SOUTH ST	Vacant-Residential Lot
✓ 13	050-350-000-011-00	R2	1351 W SOUTH ST	Vacant-Residential Lot
✓ 14	050-420-001-003-00	I1	520 CORUNNA AV	Sliver-ROW
✓ 15	050-420-001-004-00	I1	CORUNNA AV	Sliver-ROW
✓ 16	050-420-003-015-00	R1	602 LINGLE	
✓ 17	050-420-003-016-00	R1	410 MONROE	
✓ 18	050-430-000-002-00	R2	425 HAMBLIN	Residential-Red tagged
✓ 19	050-430-000-003-00	R2	429 HAMBLIN	Vacant-Residential
✓ 20	050-560-000-059-00	R1	WARD ST	Vacant-Outlot
✓ 21	050-602-038-001-00	RM1	W SOUTH ST	Vacant-Residential Lot
✓ 22	050-602-039-001-00	R1	SHORT ST	Vacant-Residential Lot
✓ 23	050-602-039-004-00	R1	W SOUTH ST	Vacant-Residential Lot
✓ 24	050-602-039-006-00	R1	W SOUTH ST	Vacant-Residential Lot
✓ 25	050-660-007-017-00	R1	1112 BEEHLER ST	Vacant-Residential Lot
✓ 26	050-660-011-001-00	R2	219 N CEDAR	Vacant-Residential Lot
✓ 27	050-470-000-011-00	B3	S WASHINGTON	Vacant-Commercial

lot split has to be done
lot split has to be done
lot split has to be done

Combine with 410 Monroe
Combine with 602 Lingle

\$171,952

Date: March 3, 2016
To: City Council
From: Donald Crawford, city manager
Re: Street bond issue

I have been avoiding approaching the voters with a request for funding an ongoing street program as the voters have spoken twice in recent years. Further, it seems that every ballot proposal in recent times has included a bond issue, a millage renewal or a millage increase. The voters have turned down previous requests, more requests are on each coming ballot.

Streets conditions have continued to deteriorate. Funding for planned improvements is now falling short. The engineer's preliminary estimates for the planned 2017 reconstruction of East Oliver highlights this situation.

The preliminary estimate is as follows:

Engineering	\$186,000
Road cost	\$875,000
Storm sewer cost	\$125,000 (could possibly be special assessed)
Water main cost	\$550,000
Total cost	\$1,736,000 (since this was prepared state bids have come in at 10% over estimates)

The city has been approved for \$375,000 in state funding. The water fund can contribute \$550,000 for water mains. The traditional special assessment would generate \$147,000, though without bonds the up-front money won't be there. This leaves a deficit of \$664,000.

Alternatives that can be considered include:

1. Cutting back, as was done on West Oliver, and leaving portions of the existing roadway with only a new surface.
2. Elimination of several blocks from the project.
3. Skip maintenance projects for two years and divert the money to this project.
4. Generating money through a bond issue that would raise the tax rate back to the previous level.

We can, and should, have a \$10 million dollar street bond issue. An issue could be placed on either the August or November ballot. To spur discussion, a draft resolution has been prepared with a number of blanks and placed on the agenda.

The draft ballot question would include the following:

Amount	\$10,000,000
Type	general obligation
Maturity	25 years
Purpose	street improvements (paving, repaving, reconstructing and improving sidewalks, parking areas, and all necessary appurtenances and attachments thereto).

To proceed, at some point, the city council would need to adopt the resolution.

RESOLUTION SUBMITTING BOND PROPOSAL FOR STREET IMPROVEMENTS
TO THE VOTERS OF THE CITY OF OWOSSO

WHEREAS, the City Council of the City of Owosso, County of Shiawassee, State of Michigan (the “City”) has determined that it is in the best interest of the residents and property owners of the City that the City acquire and construct local and major street improvements in the City consisting of paving, repaving, reconstructing and improving streets, sidewalks, parking areas, and trails for non-motorized transportation, including necessary rights-of-way, proper drainage facilities and all necessary appurtenances and attachments thereto (the “Project”); and

WHEREAS, the maximum estimated cost of the Project is \$10,000,000; and

WHEREAS, the City Council has determined that the City should borrow money in an amount not-to-exceed Ten Million Dollars (\$10,000,000) and issue general obligation bonds of the City in one or more series for the purpose of paying the cost of the Project; and

WHEREAS, the City Council wishes to place a proposal to issue bonds for the Project before the qualified electors of the City at the ____ election to be held in the City on Tuesday, _____ (the “Election Date”); and

WHEREAS, in order for the bond proposal to be submitted to the City’s electors on the Election Date, it is necessary for the City Council to certify the ballot wording of the proposal to the City Clerk and the County Clerk of the County of Shiawassee, Michigan, as required by Act 116, Public Acts of Michigan, 1954, as amended (the “Michigan Election Law”).

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The bond proposal attached hereto as Exhibit A is hereby certified to the City Clerk and the County Clerk for submission to the City’s electors on the Election Date. The City Clerk is hereby authorized and directed to file this Resolution and/or complete any such forms, certificates or documents as may be required by the County Clerk to evidence the foregoing certification and/or submission by no later than _____.

2. The City Clerk and the County Clerk are hereby directed to (a) post and publish notice of last day of registration and notice of election for the Election Date in the manner required by the Michigan Election Law; and (b) have prepared and printed, as provided by the Michigan Election Law, ballots for submitting the bond proposal on the Election Date, which ballots shall include the bond proposal shown in Exhibit A, or the bond proposal shall be stated as a proposal on the voting machines, which ballots may include other matters presented to the electorate on the same date.

3. The estimated first year millage and simple average annual millage rate set forth in the Bond Proposal are hereby found to be reasonable estimates of such millage rates.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 for tax-exempt bonds pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the bonds for certain costs of the Project described in the bond proposal which will be paid from the general funds of the City.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$10,000,000.

(c) A reimbursement allocation of the capital expenditures on the Project with the proceeds of the bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. If the qualified electors of the City approve the bond proposal, then the City hereby appoints Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel for the Bonds.

6. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby repealed.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Owosso, County of Shiawassee, State of Michigan, at a Regular meeting held on _____ at 7:30 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution: _____
_____ and that the following Members voted against adoption of said resolution: _____.

City Clerk

EXHIBIT A

**CITY OF OWOSSO
BOND PROPOSAL FOR STREET IMPROVEMENTS**

Shall the City of Owosso, Shiawassee County, Michigan, borrow the principal sum of not to exceed Ten Million Dollars (\$10,000,000) and issue its general obligation unlimited tax bonds therefor in one or more series, payable in not to exceed twenty-five (25) years from the date of issue of each series, for the purpose of paying the costs to the City of acquiring and constructing local and major street improvements in the City consisting of paving, repaving, reconstructing and improving streets, sidewalks, parking areas, and all necessary appurtenances and attachments thereto for the use of the City? The estimated millage to be levied in 2017 is 2.1959 mills (per \$1,000 of taxable value) and the estimated simple average annual millage rate required to retire the bonds is 2.4451 mills (per \$1,000 of taxable value).

YES

NO



301 W. MAIN OWOSSO, MICHIGAN 48867-2958 · (989) 725-0535 · FAX (989) 725-0546

3-7-2016

Plan Review

Mark Hanna
220 W. Main Street
Suite A
Owosso, MI 48867

NJB Architects, Inc.
Lisa R. Demankowski
105 ½ Main Street
Flushing, MI 48433
810-659-7118
810-730-5158 Cell

Commercial Remodel

RE: 220 W MAIN ST, Owosso, Michigan
ID# 050-470-023-008-00

The following Life Safety and Code issues were identified during the Building & Plumbing plan review and site inspection process per the 2012 Michigan Building Code:

As per 2012 Michigan Building Code section 107 Submittal Documents – 107.1 The construction documents shall be prepared by, or under the direct supervision of, a registered design professional when required by 1980 PA 299, MCL 339.101 to 339.2919. Where special conditions exist, the building official is authorized to require additional constructions documents to be prepared by a registered design professional.

Provide either detailed verification of existing compliance with, the code section(s) and language for the exception of or provide detailed drawings, system design and UL listings for the proposed method(s) of compliance with:

1. Section 508.4.4 Separation ... Individual occupancies shall be separated from adjacent occupancies in accordance with table 508.4... Table 508.4 Required separation of occupancies between Storage (Basement) Use Group classification and Business (1st floor) Use Group classification = shall be 2 hours.
2. Section 508.4.4 Separation ... Individual occupancies shall be separated from adjacent occupancies in accordance with table 508.4... Table 508.4 Required separation of occupancies

between Business (1st floor) Use Group classification and Residential (2nd floor) Use Group = shall be 2 hours.

3. Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area.
4. Section [F] 903.2.11 Stories without opening – An *automatic sprinkler system* shall be installed throughout all *stories*, including basements, of all buildings where the floor area exceeds 1,500 square feet and where there is not provided at least one of the following types of *exterior wall openings*...
5. Section 1109.4 Kitchens and kitchenettes. Where kitchens and kitchenettes are provided in accessible spaces or rooms, they shall be accessible.
6. Section 1109.5 Drinking fountains. Where drinking fountains are provided on an exterior site, on a floor, or within a secured area, the drinking fountains shall be provide in accordance with Sections 1109.5.1 and 1109.5.2
 - a. 1109.5.1 Minimum number. No fewer than two drinking fountains shall be provided. One drinking fountain shall comply with the requirements for people who use a wheelchair. One drinking fountain shall comply with the requirements for standing persons.
 - i. Exception 1 – A single drinking fountain that complies with the requirements for people who use a wheelchair and standing persons shall be permitted to be substituted for two separate drinking fountains.

Per the 2012 Michigan Plumbing Code:

Section 403 Minimum Plumbing Fixtures – 403.1 Minimum number of fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 403.1 – Drinking fountain required – 1 per 100.

Section 410.2 Minimum number: Where drinking fountains are required, not fewer than two drinking fountains shall be provided. One drinking fountain shall comply with the requirements for people who use a wheelchair. One drinking fountain shall comply with the requirements for standing persons.

Exception: A single drinking fountain that complies with the requirements for people who use a wheelchair and standing persons shall be permitted to be substituted for two separate drinking fountains.

Please provide signed and sealed documents and/or drawings addressing these issues.

Sincerely,

CITY OF OWOSSO

Keith A. Lussenden
building Official

Email: Keith.Lussenden@ci.owosso.mi.us

Phone 989-725-0536
Cell 989-666-8215



301 WEST MAIN STREET • OWOSSO, MICHIGAN 48867-2958

March 7, 2016

SENT BY EMAIL AND FIRST CLASS MAIL

Mr. Mark A. Hanna
220 West Main Street
Suite A1
Owosso, Michigan 48867

RE: 220 West Main Street, Owosso

Dear Mr. Hanna:

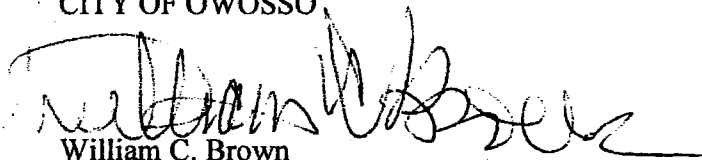
This letter is submitted in response to your demand for a building permit dated February 29, 2016.

In a general sense, it is expected that you will comply with all provisions of the Michigan Building Code of 2012 which has been duly adopted by the City of Owosso. Recent fire tragedies in downtown Owosso should make it abundantly clear that strict adherence to uniform codes is warranted. Enclosed you will find a Plan Review which contains specific responses.

A building permit will be issued when all life safety issues have been satisfactorily addressed.

Yours very truly,

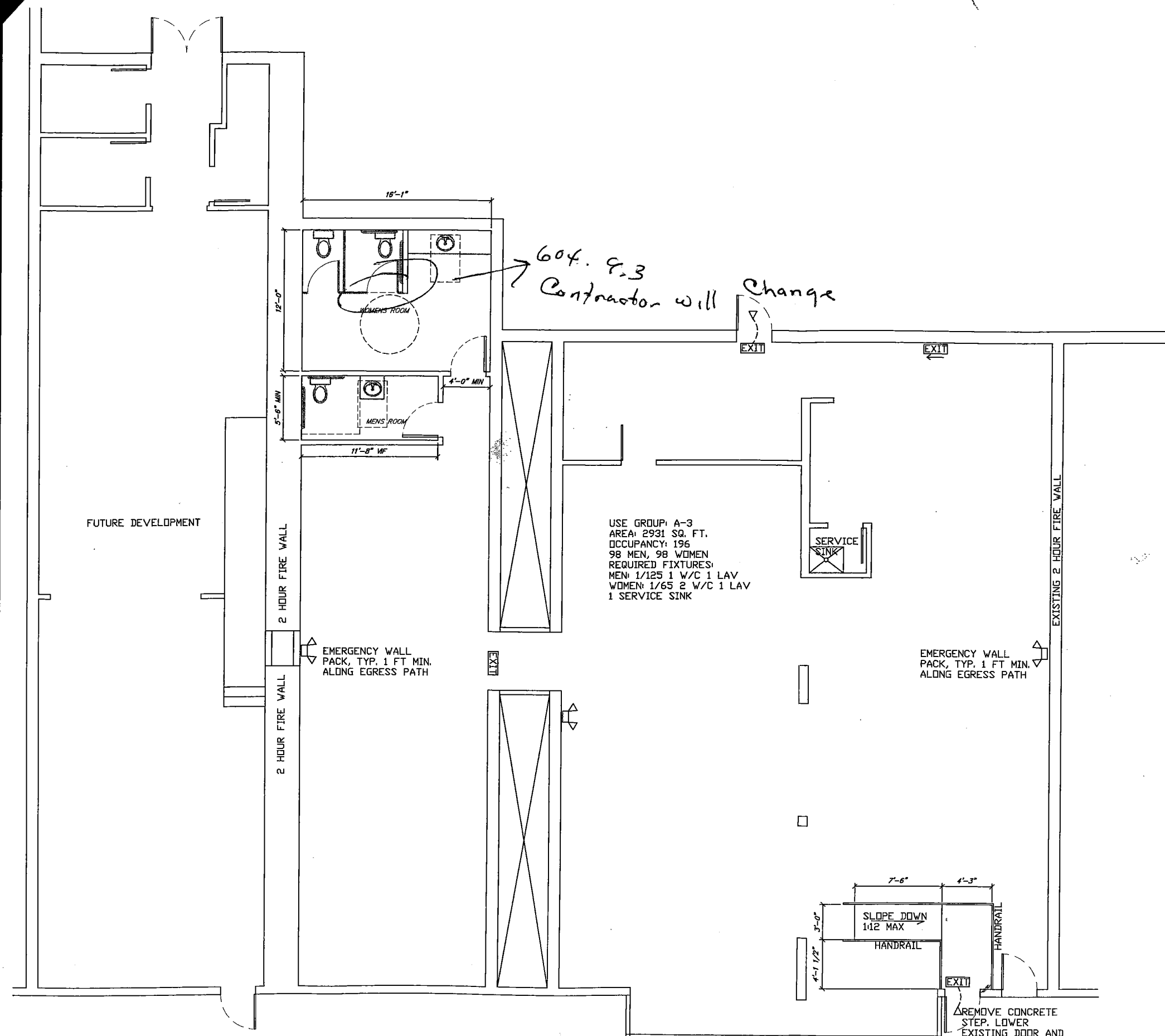
CITY OF OWOSSO


William C. Brown
City Attorney
(989) 729-0071

WCB/jmr
Enclosure

cc: Mr. Keith A. Lussenden

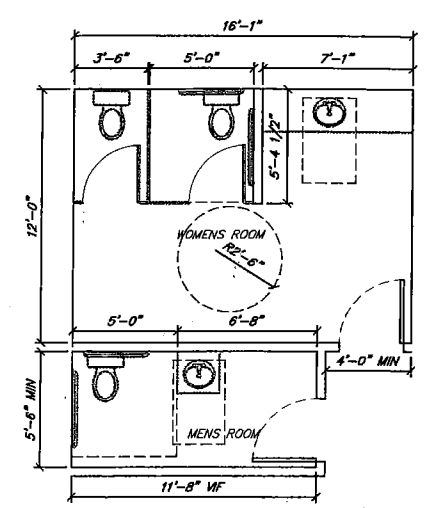
(ON CUE BILLIARDS)



1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

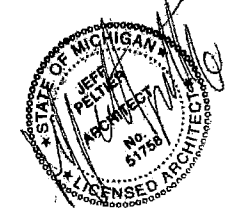
USE GROUP: A-3
AREA: 2931 SQ. FT.
OCCUPANCY: 196
98 MEN, 98 WOMEN
REQUIRED FIXTURES:
MEN: 1/125 1 W/C 1 LAV
WOMEN: 1/65 2 W/C 1 LAV
1 SERVICE SINK

REMOVE CONCRETE STEP. LOWER EXISTING DOOR AND FRAME TO 1/2" ABOVE EXISTING SIDEWALK, MAX.



2 BATHROOM PLAN
1/4" = 1'-0"

Approved *ESP*
2-11-16



Bud Design & Engineering Services, Inc.
Architects | Engineers | Interior Design
10775 S. Saginaw St., Suite B
Grand Blanc, MI 48439
PH: 810.695.0793
FAX: 810.695.0569
Web: www.buddesign.com

RETAIL REMODELING
OWOSSO, MICHIGAN

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STATE OF MICHIGAN
JAMES E. BUD
No. 51758
LICENSED ARCHITECT

ISSUED FOR	DATE
DATE: 02.08.2016	
DRAWN: DAP	
CHECKED: PFB	
SCALE: NA	
JOB NO: BD-16-001	
SHEET TITLE: PROPOSED FLOOR PLAN	

SHEET
A100