

OWOSSO CITY COUNCIL

MAY 15, 2006

7:30 P.M.

PRESIDING OFFICER: MAYOR LINDA L. ROBERTSON

OPENING PRAYER: PASTOR ERIC NUMERICH
LIFE IN CHRIST CHURCH

PLEDGE OF ALLEGIANCE: MAYOR LINDA L. ROBERTSON

PRESENT: Mayor Linda L. Robertson, Mayor Pro-Tem Mark D. Owen, Councilpersons Michael E. Bruff, Michael N. Cline, Joane E. Ford, Matthew B. Harvey, and Justin R. Horvath.

ABSENT: None.

APPROVE AGENDA

Motion by Mayor Pro-Tem Owen to approve the Agenda and Addendum as presented with the following changes: Consent Agenda #1 Conduct First Reading and Set Public Hearing moved to Items of Business #16, Addendum Consent Agenda items #9 Contract Payment, #10 Contract Payment, and #11 Contract Payment to become Items of Business #'s 12, 13, and 14 respectively, and Addendum Item of Business #12 Grant Application Resolution to become Item of Business #15. Motion supported by Councilperson Horvath and concurred by unanimous vote.

APPROVE MINUTES – MAY 1, 2006

Motion by Councilperson Harvey to approve the Minutes of the Regular Meeting of May 1, 2006 as presented. Motion supported by Councilperson Cline and concurred by unanimous vote.

APPROVE MINUTES – MAY 9, 2006

Motion by Councilperson Ford to approve the Minutes of the Special Meeting of May 9, 2006 as presented. Motion supported by Councilperson Harvey and concurred by unanimous vote.

CITIZEN COMMENTS

James Griesen, president of Target Industries, 222 South Elm Street, commented on the condition of the building adjoining his business, a timeline for improvement, and recent inspections performed by the City.

Douglas Weir, civil and structural engineer, 1640 West Taft Road, St. Johns, offered his opinion on the condition of the old casket factory and adjoining building and suggested professional guidance is needed to monitor repairs.

Girard Dion, 821 South Washington Street, commented on proposed water rate increases and improvements to water access.

Don Forster, 1221 Adams Street, commented on the lights in the Armory parking lot and conditions of the sale of the old hotel site.

Mark Miller, 1415 George Street, commented on rising taxes, street assessments, the necessity of proposed improvements, changing the flood plain, and presented a request to curb the south end of George Street signed by ten (10) residents of George Street and Herman Street.

William Owen, 1309 Herman Street, commented on safety issues and blocking off George Street.

Eddie Urban, 601 Glenwood Avenue, commented on problems with grass clippings clogging the storm sewer.

Building Official John Archer commented on the condition of the old casket factory and his goals for the repair of the building.

There was general Council/Staff discussion regarding the flood plain and who is responsible for redrawing the flood plain map and when it will take place.

CONSENT AGENDA

Motion by Councilperson Ford to approve the Consent Agenda as follows:

Special Assessment District No. 2006-04.

Motion by Councilperson Ford to adopt Resolution No. 4 setting a public hearing for June 19, 2006 to receive citizen comment regarding Special Assessment District No. 2006-04 for South Street from Chipman Street to Chestnut Street for street reconstruction as follows:

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on **Monday, June 19, 2006** for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW
SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO
COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE OF THE FOLLOWING DESCRIBED PROPERTY:

South Street from Chipman Street to Chestnut Street

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described public improvements: **Street Reconstruction.**

The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

Change Order. Authorized Change Order to the bid from Security Alarm Company in the amount of \$1,980.00 to include the Fire Department entrance/exit doors in the Card Access System.

Bid Award. Approved bid from S&K Farm and Yard for one 23HP commercial grade mower with cutting width of 52" to 54" in the amount of \$5,895.00.

Contract Payment. Authorized Payment No. 1 to Glaeser Dawes Corporation in the amount of \$22,463.45 for work done on the West South Street Water Main Project

Boards and Commissions Appointment. Approved Mayoral appointment of Cheryl McCormick Voss to the Owosso Planning Commission to fill the unexpired term of Richard Snow ending 06-30-2008.

Boards and Commissions Appointment. Approved Mayoral appointment of Francis Livingston to the Owosso Planning Commission to fill the unexpired term of John Greenway ending 06-30-2006.

Warrant No. 325. Accepted Warrant No. 325 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional Services covering the period from April 12, 2006 to May 9, 2006.	General	\$14,231.73
Michigan Municipal League Worker's Compensation Fund	Worker's Compensation Insurance	General	\$20,132.00

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilperson Harvey, Mayor Pro-Tem Owen, Councilpersons Cline, Bruff, Horvath, Ford, and Mayor Robertson.

NAYS: None.

ITEMS OF BUSINESS

2006-2007 CITY BUDGET ADOPTION.

City Manager Gregg Guetschow commented on the general appropriations budget resolution. He also detailed changes in the SATA millage levy.

Motion by Mayor Pro-Tem Owen to adopt the following resolution:

GENERAL APPROPRIATIONS RESOLUTION

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2006 and held a public hearing on May 1, 2006; and

WHEREAS, it is the intent of the City Council to levy property taxes for general operating purposes of the City and for payment of principal and interest on indebtedness, based on the budget summary for fiscal year 2006-07 attached hereto and made part of this resolution; and

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

WHEREAS, this millage reduction commonly known as the "Headlee" rollback results in a maximum operating millage rate of 13.0593 for which the City is authorized to levy; and

WHEREAS, it has been determined that a millage rate of .2980 mills is required for the annual debt service on outstanding unlimited general obligations bonds,

WHEREAS, the City pursuant to the authority granted in the Home Rule Cities Act, MCL 117.4(g), entered into an intergovernmental agreement under the Urban Cooperation Act, Act 7 of 1967 to provide public transportation through the Shiawassee Area Transportation Authority (SATA)

WHEREAS, the voters approved, by a majority, in accordance with MCL 117.5(a) in an election held in August 2004 a millage, not to exceed .225 mills per \$1,000 of taxable value, and

WHEREAS, The General Property Tax Act, MCL 211.44, provides for a property tax administration fee of not more than 1% of the total bill, per parcel to offset the costs of assessing property values, collecting levies, and in the review and appeal process,

NOW THEREFORE, BE it RESOLVED, that the tax levy for the fiscal year commencing July 1, 2006 shall be the rate of 13.5605 per \$1,000 of taxable value of the 2006 assessment roll as approved by the Board of Review; and

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

GENERAL OPERATING	13.0593		\$3,536,598
DEBT SERVICE	.2980		80,700
SATA	.1465	<u>.2032*</u>	39,669
	13.5038	<u>13.5605</u>	<u>3,656,967</u>
			<u>\$3,672,326</u>

*Corrected at the meeting of November 5, 2007.

BE IT FURTHER RESOLVED, that a property tax administration fee of 1% of the total bill per parcel shall be added, effective July 1, 2006 to offset associated costs.

	2004-2005	2005-2006	2006-2007
	<u>ACTUAL</u>	<u>ADOPTED</u>	<u>ADOPTED</u>

GENERAL FUND

REVENUE SUMMARY:

Property Taxes	3221493	3323450	3471650
Local Sources	878325	1098900	1685700
Federal Grants	151829	0	0

State Shared	1831314	2418000	1819000
TOTAL REVENUES	6082961	6840350	6976350

EXPENDITURES by function

General Services	1705680	1719750	1711150
Public Services	3096803	3242775	3985250
Community Development	248416	263600	265375
Public Services	1008016	1104100	1067750
Recreation	307558	889875	271400
Transfers	161032	244400	333900
Administrative Reimbursement	-610595	-624150	-658475
TOTAL EXPENDITURES	5916910	6840350	6976350

SPECIAL REVENUE

REVENUE SUMMARY:

Major	1348966	1011300	1312350
Local	623687	776100	851375
CDBG	117310	605650	685000
Historical	62060	47450	43225
TOTAL REVENUE	2152023	2440500	2891950

EXPENDITURES:

Major	1348966	1011300	1312350
Local	623687	776100	851375
CDBG	115370	605650	685000
Historical	62060	47450	43225
TOTAL EXPENDITURES	2150083	2440500	2891950

COMPONENT UNITS

REVENUE SUMMARY:

Brownfield Authority	247890	1409400	2018725
LDFA	107005	115300	79625
DDA	362988	363425	653550
TOTAL REVENUE	717883	1888125	2751900

EXPENDITURES:

Brownfield Authority	301004	1409400	2019600
LDFA	107005	115300	44175
DDA	358413	363425	641700
TOTAL EXPENDITURES	766422	1888125	2705475

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilpersons Horvath, Harvey, Bruff, Cline, Ford, Mayor Pro-Tem Owen, and Mayor Robertson.

NAYS: None.

GAS & WEIGHT TAX TRANSFER RESOLUTION

Motion by Councilperson Ford to adopt the following resolution authorizing transfer of \$56,300.00 from the Major Street fund to the Local Street Fund for the fiscal year 2006-2007:

GAS & WEIGHT TAX TRANSFER RESOLUTION

WHEREAS, it has been determined that additional gas and weight tax revenues from the Major Street fund are required for the operation of the Local Street fund for the fiscal year 2006-07; and

WHEREAS, it is a requirement of Act 9 of 2004 which amends Act 51 of 1951 that a resolution be approved by the local governing body if more than twenty-five percent of the gas and weight tax revenues received by the Major Street fund are transferred to the Local Street fund; and

WHEREAS, it is also a requirement of the Act for the additional transfer that the Local Streets be identified; the amount of the additional transfer be indicated; an asset management process be followed; and that confirmation be given to the State that the Major Streets are being properly maintained;

NOW THEREFORE BE IT RESOLVED, the City Council affirms that the Major Streets of the City are being properly maintained; that an asset management process is in place, and that a list of the Local Streets being funded is attached hereto and made part of this resolution authorizing the additional transfer of \$56,300 to the Local Street fund.

Attachment
List of Local Streets in the City of Owosso

NAME	EXT	FROM	TO
ABBOTT	ST	N. HICKORY	SUMMIT
ABBOTT	ST	SUMMIT	ELMWOOD
ABBOTT	ST	ELMWOOD	N. DEWEY
ABREY	AV	SOUTH END	CORUNNA
ABREY	AV	CORUNNA	MELINDA
ABREY	AV	MELINDA	ALLENDALE
ABREY	AV	ALLENDALE	NORTH END
ADA	ST	W. OLIVER	LEE
ADA	ST	LEE	W. KING
ADA	ST	W. KING	JENNETT
ADA	ST	JENNETT	CAMPBELL
ADA	ST	CAMPBELL	CAMPBELL
ADA	ST	CAMPBELL	LENNOX
ADA	ST	LENNOX	NORTH END
ADAMS	ST	W. WILLIAMS	W. OLIVER
ADAMS	ST	W. OLIVER	W. KING
ADAMS	ST	W. KING	ELIZABETH
ADAMS	ST	ELIZABETH	JENNETT
ADAMS	ST	JENNETT	GALUSHA
ADAMS	ST	GALUSHA	E. NORTH
ALGER	AV	SOUTH END	FARR
ALGER	AV	FARR	AUBRUNDALE
ALGER	AV	AUBURNDALE	MONROE
ALLENDALE	AV	S. GOULD	WRIGHT
ALLENDALE	AV	WRIGHT	FRAZER
ALLENDALE	AV	FRAZER	ABREY
ALLENDALE	AV	ABREY	CITY LIMITS
ALTA VISTA	DR	CENTER	SHADY LANE
ALTURAS	DR	CENTER	SHADY LANE
AMENT	ST	S. LYON	S. CEDAR
AMENT	ST	S. CEDAR	WALNUT
AMENT	ST	WALNUT	S. SHIAWASSEE
APPLEWOOD	DR	N. CHIPMAN	WOOD
ASH	ST	W. STEWART	NORTH END
AVON	DR	KRUST	HUNTINGTON
BALL	ST	GUTE	W. RIDGE
BALL	ST	W. RIDGE	W. STEWART
BALL	ST	W. OLIVER	W. KING
BALL	ST	E. KING	ELIZABETH
BALL	ST	ELIZABETH	JENNETT
BALL	ST	JENNETT	GALUSHA
BALL	ST	GALUSHA	W. NORTH
BEECH	ST	SOUTH END	JACKSON
BEEHLER	ST	N. LANSING	UNION
BEEHLER	ST	UNION	N. CEDAR

BENNETT FIELD	DR	N. CHESTNUT	LAFAYETTE
BENNETT FIELD	DR	LAFAYETTE	HOYT
BLUESTEM	CT	END	JACKSON
BRADLEY	ST	N. LYON	N. LANSING
BRADLEY	ST	N. CEDAR	N. HOWELL
BRADLEY	ST	N. HOWELL	N. ELM
BRADLEY	ST	N. ELM	N. SHIAWASSEE
BRADLEY	ST	N. SHIAWASSEE	CURWOOD CASTLE
BRANDON	ST	N. HICKORY	DINGWALL
BRANDON	ST	DINGWALL	SUMMIT
BRANDON	ST	SUMMIT	N. DEWEY
BROADWAY	AV	KEYTE	FARR
BROADWAY	AV	FARR	AUBURNDALE
BROADWAY	AV	AUBURNDALE	FRANKLIN
BROADWAY	AV	FRANKLIN	MONROE
BROOKS	ST	YOUNGS	W. MAIN
BROOKS	ST	W. MAIN	DONALD
BROOKS	ST	DONALD	CLEVELAND
BROOKS	ST	CLEVELAND	NORTH END
BUCKLEY	DR	MEADOW	WARD
BUCKLEY	DR	WARD	SHADY LANE
BUCKLEY	DR	SHADY LANE	IRENE
CAMPBELL	DR	ADA	CAMPBELL
CAMPBELL	DR	CAMPBELL	CAMPBELL
CAMPBELL	DR	CAMPBELL	ADA
CAMPBELL	DR	ADA	N. SHIAWASSEE
CARMODY	ST	W. MAIN	DONALD
CARMODY	ST	DONALD	CLEVELAND
CARR	ST	W. SOUTH	HERMAN
CARR	ST	HERMAN	FREEMAN
CEDAR	ST	RIVER	BEEHLER
CENTER	ST	W. KING	ALTURAS
CENTER	ST	ALTURAS	99' SOUTH ALTA VISTA
CENTER	ST	99' NORTH ALTURAS	ALTA VISTA
CENTER	ST	ALTA VISTA	HIAWATHA
CENTER	ST	HIAWATHA	W. NORTH
CHESTNUT	ST	W. MAIN	CLEVELAND
CHESTNUT	ST	CLEVELAND	BENNETT FIELD
CHESTNUT	ST	BENNETT FIELD	NORTH END
CLARK	AV	W. OLIVER	LEE
CLARK	AV	LEE	W. KING
CLEVELAND	ST	N. CHESTNUT	LAFAYETTE
CLEVELAND	ST	LAFAYETTE	HOYT
CLEVELAND	ST	HOYT	N. BROOKS
CLEVELAND	ST	N. BROOKS	CARMODY
CLINTON	ST	S. CEDAR	S. HOWELL
CLINTON	ST	S. HOWELL	S. ELM
CLINTON	ST	S. ELM	S. SHIAWASSEE
CLINTON	ST	S. SHIAWASSEE	MICHIGAN
CLINTON	ST	MICHIGAN	EAST END
CLYDE	ST	S. CHIPMAN	STATE
CLYDE	ST	STATE	S. LYON
CLYDE	ST	S. LYON	S. CEDAR
CLYDE	ST	WALNUT	S. SHIAWASSEE
COVENTRY	AV	W. STEWART	RAIN
CURWOOD CASTLE	DR	W. MAIN	BRADLEY
CURWOOD CASTLE	DR	BRADLEY	END
CURWOOD CASTLE	DR	N. SHIAWASSEE	END

CURWOOD	DR	W. OLIVER	WOODHALL
DEVONSHIRE	CT	STRATFORD	NORTH END
DEWEY	ST	JEROME	GROVER
DEWEY	ST	GROVER	E. COMSTOCK
DEWEY	ST	E. KING	KRUST
DEWEY	ST	KRUST	ABBOTT
DEWEY	ST	ABBOTT	BRANDON
DEWEY	ST	BRANDON	GELLATLY
DEWEY	ST	GELLATLY	GELLATLY
DEWEY	ST	GELLATLY	MOORE
DEWEY	ST	MOORE	STEVENS
DIMMICK	ST	E. MASON	E. OLIVER
DIMMICK	ST	E. OLIVER	QUEEN
DINGWALL	DR	BRANDON	HICKORY HTS. SUB.
DINGWALL	DR	HICKORY HTS SUB	NORTH END
DIVISION	ST	HARPER	AUBURNDALE
DIVISION	ST	SOUTH END	CORUNNA
DONALD	ST	N. BROOKS	CARMODY
DONALD	ST	CARMODY	ELLIOT
ELIZABETH	ST	N. SHIAWASSEE	PINE
ELIZABETH	ST	PINE	ADAMS
ELIZABETH	ST	ADAMS	N. WATER
ELIZABETH	ST	N. WATER	N. BALL
ELIZABETH	ST	N. BALL	N. WASHINGTON
ELLIOT	ST	W. MAIN	DONALD
ELM	ST	W. MAIN	BRADLEY
ELM	ST	BRADLEY	RIVER
ELMWOOD	ST	E. KING	ABBOTT
EXCHANGE	ST	N. SAGINAW	N. HICKORY
EXCHANGE	ST	N. HICKORY	N. OAK
EXCHANGE	ST	N. OAK	N. DEWEY
EXCHANGE	ST	N. DEWEY	RANDOLPH
EXCHANGE	ST	RANDOLPH	N. GOULD
FARR	AV	GRAND	LINGLE
FARR	AV	LINGLE	BROADWAY
FARR	AV	BROADWAY	WOODLAWN
FARR	AV	WOODLAWN	ALGER
FARR	AV	ALGER	GLENWOOD
FARR	AV	GLENWOOD	LINCLON
FARR	AV	LINCOLN	McMILLAN
FIFTH	ST	W. OLIVER	W. KING
FIRST	ST	W. OLIVER	W. KING
FLETCHER	ST	STATE	S. LYON
FLETCHER	ST	S. LYON	S. CEDAR
FLETCHER	ST	S. CEDAR	WALNUT
FLETCHER	ST	WALNUT	S. SHIAWASSEE
FRANCIS	AV	S. CEDAR	PEARCE
FRANCIS	AV	PEARCE	WALNUT
FRANKLIN	AV	DIVISION	GRAND
FRANKLIN	AV	GRAND	LINGLE
FRANKLIN	AV	LINGLE	BROADWAY
FRAZER	AV	CORUNNA	ALLENDALE
FRAZER	AV	ALLENDALE	NORTH END
FREEMAN	ST	NAFUS	EAST END
FREEMAN	ST	RAIL ROAD TRACK	CARR
FREEMAN	ST	CARR	NELSON
FREEMAN	ST	NELSON	GEORGE
FREEMAN	ST	GEORGE	KENWOOD

FREEMAN	ST	KENWOOD	S. CHIPMAN
GALUSHA	ST	ADAMS	N. WATER
GALUSHA	ST	N. WATER	N. BALL
GARFIELD	AV	SOUTH END	CORUNNA
GELLATLY	CT	N. DEWEY	N. DEWEY
GENESSEE	ST	WEST END	S. SHIAWASSEE
GENESSEE	ST	S. SHIAWASSEE	MICHIGAN
GENESSEE	ST	MICHIGAN	GREEN
GEORGE	ST	W. SOUTH	HIRAM
GEORGE	ST	HIRAM	HERMAN
GEORGE	ST	HERMAN	FREEMAN
GEORGE	ST	FREEMAN	FREDRICK
GEORGE	ST	FREDRICK	HENRY
GILBERT	ST	E. MASON	E. OLIVER
GILBERT	ST	E. OLIVER	QUEEN
GLENWOOD	AV	SOUTH END	FARR
GLENWOOD	AV	FARR	MONROE
GLENWOOD	AV	SOUTH END	CORUNNA
GOODHUE	ST	N. WASHINGTON	N. PARK
GOODHUE	ST	N. PARK	N. SAGINAW
GOODHUE	ST	N. SAGINAW	N. HICKORY
GRACE	ST	S. LYON	S. CEDAR
GRACE	ST	S. CEDAR	PEARCE
GRACE	ST	PEARCE	WALNUT
GRACE	ST	WALNUT	S. SHIAWASSEE
GRACE	ST	S. SHIAWASSEE	MICHIGAN
GRAND	AV	KEYTE	FARR
GRAND	AV	FARR	200' S. OF AUBURNDALE
GRAND	AV	200' S. AUBURNDALE	AUBURNDALE
GRAND	AV	AUBURNDALE	FRANKLIN
GRAND	AV	FRANKLIN	MONROE
GREEN	ST	CASS	GENESSEE
GREGORY	ST	NAFUS	ISHAM
GROVER	ST	S. HICKORY	S. OAK
GROVER	ST	S. OAK	S. DEWEY
GROVER	ST	S. DEWEY	OAKWOOD
GROVER	ST	OAKWOOD	S. GOULD
HAMBLIN	ST	SOUTH END	E. HOWARD
HAMMONT	ST	SOUTH END	HENRY
HAMMONT	ST	HENRY	W. STEWART
HAMPTON	AV	S. LYON	S. CEDAR
HANOVER	ST	HARDING	RIVERSIDE
HANOVER	ST	RIVERSIDE	MARION
HANOVER	ST	MARION	NORTH END
HARDING	AV	N. CHIPMAN	WILLOW SPRINGS
HARDING	AV	WILLOW SPRINGS	HANOVER
HARPER	ST	S. WASHINGTON	S. PARK
HARPER	ST	S. PARK	S. SAGINAW
HARPER	ST	S. SAGINAW	DIVISION
HARRISON	AV	SOUTH END	CORUNNA
HENRY	ST	S. CHESTNUT	TRACY
HENRY	ST	TRACY	NAFUS
HENRY	ST	NAFUS	ISHAM
HENRY	ST	ISHAM	HAMMONT
HENRY	ST	HAMMONT	WILKINSON
HENRY	ST	WILKINSON	GEORGE
HENRY	ST	GEORGE	KENWOOD
HENRY	ST	KENWOOD	S. CHIPMAN

HERMAN	ST	SPIEGAL	CARR
HERMAN	ST	CARR	NELSON
HERMAN	ST	NELSON	GEORGE
HERMAN	ST	GEORGE	KENWOOD
HERMAN	ST	KENWOOD	S. CHIPMAN
HIAWATHA	DR	CENTER	EAST END
HICKORY	ST	JEROME	GROVER
HICKORY	ST	GROVER	E. COMSTOCK
HICKORY	ST	E. COMSTOCK	E. MAIN
HICKORY	ST	E. MAIN	E. EXCHANGE
HICKORY	ST	E. EXCHANGE	E. MASON
HICKORY	ST	E. MASON	E. WILLIAMS
HICKORY	ST	E. WILLIAMS	E. OLIVER
HICKORY	ST	E. OLIVER	GOODHUE
HICKORY	ST	GOODHUE	E. KING
HIRAM	ST	GEORGE	S. CHIPMAN
HIRAM	ST	S. CHIPMAN	STATE
HOLLY	CT	END	JACKSON
HOWARD	ST	DIVISION	HAMBLIN
HOWARD	ST	HAMBLIN	HUGGINS
HOWELL	ST	SOUTH END	LYNN
HOWELL	ST	LYNN	CLINTON
HOWELL	ST	CLINTON	W. MAIN
HOWELL	ST	W. MAIN	BRADLEY
HOWELL	ST	BRADLEY	RIVER
HOYT	ST	W. MAIN	CLEVELAND
HOYT	ST	CLEVELAND	200 S. BENNETT FIELD
HOYT	ST	200' S. BENNETT FIELD	BENNETT FIELD
HUGGINS	ST	CORUNNA	HURON
HUGGINS	ST.	HURON	E. HOWARD
HUNTINGTON	DR	N. GOULD	WILTSHIRE
HUNTINGTON	DR	WILTSHIRE	AVON
HUNTINGTON	DR	AVON	MOORE
HUNTINGTON	DR.	MOORE	STEVENS
HURON	ST	DIVISION	EAST END
HURON	ST.	HUGGINS	EAST END
INDUSTRIAL	DR	McMILLAN	AIKEN
IRENE	ST	WARD	BUCKLEY
ISHAM	ST	FREDRICK	HENRY
ISHAM	ST	HENRY	W. STEWART
ISHAM	ST	W. STEWART	GREGORY
JACKSON	DR	SOUTH END	MOORE
JACKSON	DR	MOORE	BEECH
JACKSON	DR	BEECH	JUNIPER
JACKSON	DR	JUNIPER	BLUESTEM
JACKSON	DR	BLUESTEM	HOLLY
JACKSON	DR	HOLLY	END
JENNETT	ST	ADA	N. SHIAWASSEE
JENNETT	ST	N. SHIAWASSEE	PINE
JENNETT	ST	PINE	ADAMS
JENNETT	ST	ADAMS	N. WATER
JENNETT	ST	N. WATER	N. BALL
JENNETT	ST	N. BALL	N. WASHINGTON
JEROME	AV	WEST END	OAKWOOD
JEROME	AV	OAKWOOD	S. GOULD
JUNIPER	ST	SOUTH END	JACKSON
KENWOOD	DR	HERMAN	FREEMAN
KENWOOD	DR	FREEMAN	FREDRICK

KENWOOD	DR	FREDRICK	HENRY
KENWOOD	DR	HENRY	W. STEWART
KEYTE	ST	GRAND	LINGE
KEYTE	ST	LINGLE	BROADWAY
KEYTE	ST	BROADWAY	EAST END
KRUST	DR	N. DEWEY	KRUST
KRUST	DR	KRUST	AVON
KRUST	DR	AVON	MOORE
KRUST	DR	MOORE	STEVENS
KRUST	DR	STEVENS	E. NORTH
LAFAYETTE	BL	W. MAIN	CLEVELAND
LAFAYETTE	BL	CLEVELAND	BENNETT FIELD
LEE	ST	CLARK	ADA
LEE	ST	ADA	N. SHIAWASSEE
LENNOX	ST	ADA	N. SHIAWASSEE
LILLIAN	ST	LYNN	YOUNGS
LINCLON	AV	SOUTH END	FARR
LINCLON	AV	FARR	MONROE
LINGLE	AV	KEYTE	FARR
LINGLE	AV	FARR	AUBURNDALE
LINGLE	AV	AUBURNDALE	FRANKLIN
LINGLE	AV	FRANKLIN	264' SOUTH MONROE
LINGLE	AV	264' SOUTH MONROE	MONROE
LYNN	ST	WEST END	LILLIAN
LYNN	ST	LILLIAN	ROBBINS
LYNN	ST	S. CHIPMAN	STATE
LYNN	ST	WEST END	S. HOWELL
LYON	ST	HAMPTON	CLYDE
LYON	ST	CLYDE	GRACE
LYON	ST	GRACE	AMENT
LYON	ST	AMENT	W. STEWART
LYON	ST	FLETCHER	100' NORTH FLETCHER
LYON	ST	100' N FLETCHER	MILWAUKEE
LYON	ST	BRADLEY	BEEHLER
MACK	ST	ROBBINS	MORRIS
MACK	ST	MORRIS	S. CHIPMAN
MAPLE	AV	CORUNNA	NORTH END
MARION	ST	N. CHIPMAN	WILLOW
MARION	ST	WILLOW	ORCHARD
MARION	ST	ORCHARD	HANOVER
MARTIN	ST	W. STEWART	MILWAUKEE
MARY	ST	S. CHIPMAN	STATE
MASON	ST	N. DEWEY	GILBERT
MASON	ST	GILBERT	RANDOLPH
MASON	ST	RANDOLPH	DIMMICK
MASON	ST	DIMMICK	N. GOULD
McMILLAN	AV	SOUTH END	INDUSTRIAL
MEADOW	DR	IRENE	SHADY LANE
MEADOW	DR	SHADY LANE	BUCKLEY
MEADOW	DR	BUCKLEY	NORTH END
MELINDA	AV	ABREY	CITY LIMITS
MICHIGAN	AV	SOUTH END	GRACE
MICHIGAN	AV	GRACE	W. RIDGE
MICHIGAN	AV	W. RIDGE	W. STEWART
MILWAUKEE	ST	MARTIN	S. CHIPMAN
MILWAUKEE	ST	S. LYON	S. CEDAR
MILWAUKEE	ST	WEST END	S. SHIAWASSEE
MONROE	ST	WOODLAWN	ALGER

MONROE	ST	ALGER	GLENWOOD
MONROE	ST	GLENWOOD	LINCOLN
MONROE	ST	LINCOLN	S. GOULD
MOORE	ST	SUMMITT	N. DEWEY
MOORE	ST	N. DEWEY	KRUST
MOORE	ST	KRUST	HUNTINGTON
MOORE	ST	HUNTINGTON	WILTSHIRE
MOORE	ST	WILTSHIRE	N. GOULD
MOORE	ST	N. GOULD	JACKSON
MORRIS	ST	MACK	NORTH END
NAFUS	ST	SOUTH END	FREEMAN
NAFUS	ST	FREEMAN	FREDRICK
NAFUS	ST	FREDRICK	HENRY
NAFUS	ST	HENRY	W. STEWART
NAFUS	ST	W. STEWART	GREGORY
NELSON	ST	W. SOUTH	HERMAN
NELSON	ST	HERMAN	FREEMAN
NELSON	ST	FREEMAN	FREDRICK
NORTH	ST	CITY LIMITS	CENTER
NORTH	ST	CENTER	BRIDGE
NORTH	ST	BRIDGE	N. CHIPMAN
OAK	ST	JEROME	GROVER
OAK	ST	GROVER	E. COMSTOCK
OAK	ST	E. COMSTOCK	E. MAIN
OAK	ST	E. MAIN	E. EXCHANGE
OAK	ST	E. EXCHANGE	E. MASON
OAK	ST	E. MASON	E. WILLIAMS
OAK	ST	E. WILLIAMS	E. OLIVER
OAK	ST	E. OLIVER	NORTH END
OAKWOOD	AV	CORUNNA	NORTH END
OAKWOOD	AV	SOUTH END	JEROME
OAKWOOD	AV	JEROME	JEROME
OAKWOOD	AV	JEROME	GROVER
OAKWOOD	AV	GROVER	E. COMSTOCK
OAKWOOD	AV	E. COMSTOCK	E. MAIN
OLMSTEAD	ST	WEST ST.	WARD
OLMSTEAD	ST	WARD	N. CHIPMAN
ORCHARD	ST	MARION	NORTH END
OSBURN	ST	N. WASHINGTON	N. PARK
OSBURN	ST	N. PARK	N. SAGINAW
OSBURN	ST	N. SAGINAW	N. HICKORY
PALMER	AV	SOUTH END	1700' NORTH
PALMER	AV	1200' SOUTH OF GUTE	GUTE
PALMER	AV	GUTE	PRINDLE
PARK	ST	HARPER	E. RIDGE
PARK	ST	E. RIDGE	E. STEWART
PARK	ST	E. STEWART	MONROE
PARK	ST	E. OLIVER	GOODHUE
PARK	ST	GOODHUE	E. KING
PARK	ST	E. KING	OSBURN
PARK	ST	OSBURN	STRATFORD
PEARCE	ST	W. SOUTH	FRANCIS
PEARCE	ST	FRANCIS	HAMPTON
PEARCE	ST	HAMPTON	GRACE
PINE	ST	W. WILLIAMS	W. OLIVER
PINE	ST	W. OLIVER	W. KING
PINE	ST	E. KING	ELIZABETH
PINE	ST	ELIZABETH	JENNETT

PINE	ST	JENNETT	NORTH END
PRINDLE	ST	S. SHIAWASSEE	PALMER
PRINDLE	ST	PALMER	GUTE
QUEEN	ST	N. DEWEY	GILBERT
QUEEN	ST	GILBERT	RANDOLPH
QUEEN	ST	RANDOLPH	DIMMICK
QUEEN	ST	DIMMICK	N. GOULD
RAIN	ST	COVENTRY	EAST END
RANDOLPH	ST	E. EXCHANGE	E. MASON
RANDOLPH	ST	E. MASON	E. OLIVER
RANDOLPH	ST	E. OLIVER	QUEEN
RIDGE	ST	MICHIGAN	S. BALL
RIDGE	ST	S. BALL	S. WASHINGTON
RIDGE	ST	S. WASHINGTON	S. PARK
RIDGE	ST	S. PARK	S. SAGINAW
RIDGE	ST	S. SAGINAW	DIVISION
RIVER	ST	N. CEDAR	N. HOWELL
RIVER	ST	N. HOWELL	N. ELM
RIVER	ST	N. ELM	N. SHIAWASSEE
RIVERSIDE	DR	HANOVER	700' EAST HANOVER
RIVERSIDE	DR	700' EAST HANOVER	1000' EAST HANOVER
RIVERSIDE	DR	1000' EAST HANOVER	NORTH END
ROBBINS	ST	SOUTH END	LYNN
ROBBINS	ST	LYNN	YOUNGS
ROBBINS	ST	YOUNGS	W. MAIN
RUBELMAN	DR	SUMMITT	STEVENS
RUBELMAN	DR	STEVENS	E. NORTH
RYAN	ST	S. CHIPMAN	STATE
RYAN	ST	STATE	S. CEDAR
RYAN	ST	S. CEDAR	WALNUT
RYAN	ST	WALNUT	S. SHIAWASSEE
SAGINAW	ST	HARPER	E. RIDGE
SAGINAW	ST	E. RIDGE	E. STEWART
SAGINAW	ST	E. STEWART	MONROE
SAGINAW	ST	CORUNNA	E. HOWARD
SAGINAW	ST	E. EXCAHNGE	E. MASON
SAGINAW	ST	E. MASON	E. WILLIAMS
SAGINAW	ST	E. WILLIAMS	E. OLIVER
SAGINAW	ST	E. OLIVER	GOODHUE
SAGINAW	ST	GOODHUE	E. KING
SAGINAW	ST	E. KING	OSBURN
SAGINAW	ST	OSBURN	STRATFORD
SHADY LANE	DR	ALTA VISTA	MEADOW
SHADY LANE	DR	MEADOW	WARD
SHADY LANE	DR	WARD	BUCKLEY
SHADY LANE	DR	BUCKLEY	N. CHIPMAN
SMITH	ST	MONROE	CORUNNA
SOUTH	ST	MC MILLAN	900' EAST MC MILLAN
SOUTH	ST	900' EAST MC MILLAN	AIKEN
SPIEGAL	ST	SOUTH END	CARR
STATE	ST	W. SOUTH	HIRAM
STATE	ST	HIRAM	MARY
STATE	ST	MARY	NORTH END
STATE	ST	SOUTH END	CLYDE
STATE	ST	CLYDE	W. STEWART
STATE	ST	W. STEWART	RYAN
STATE	ST	RYAN	FLETCHER
STATE	ST	SOUTH END	LYNN

STATE	ST	LYNN	W. MAIN
STEVENS	DR	RUBELMAN	N. DEWEY
STEVENS	DR	N. DEWEY	KRUST
STEVENS	DR	KRUST	WHITEHAVEN
STEVENS	DR	WHITEHAVEN	HUNTINGTON
STEWART	ST	WEST END	S. CHESTNUT
STINSON	ST	WEST ST.	WARD
STINSON	ST	WARD	N. CHIPMAN
STRATFORD	DR	N. WASHINGTON	N. PARK
STRATFORD	DR	N. PARK	N. SAGINAW
STRATFORD	DR	N. SAGINAW	N. HICKORY
SUMMIT	ST	ABBOTT	BRANDON
SUMMIT	ST	BRANDON	MOORE
SUMMIT	ST	MOORE	RUBELMAN
SUMMIT	ST	RUBELMAN	E. NORTH
THIRD	ST	W. OLIVER	W. KING
TRACY	ST	SOUTH END	FREDRICK
TRACY	ST	FREDRICK	HENRY
TRACY	ST	HENRY	W. STEWART
UNION	ST	BEEHLER	SHIAWASSEE RIVER
UNIVERSAL	DR	WEST END	S. WASHINGTON
WALNUT	ST	W. SOUTH	FRANCIS
WALNUT	ST	FRANCIS	HAMPTON
WALNUT	ST	HAMPTON	CLYDE
WALNUT	ST	CLYDE	GRACE
WALNUT	ST	GRACE	AMENT
WALNUT	ST	AMENT	W. STEWART
WALNUT	ST	W. STEWART	RYAN
WALNUT	ST	RYAN	FLETCHER
WARD	ST	W. KING	STINSON
WARD	ST	STINSON	OLMSTEAD
WARD	ST	OLMSTEAD	IRENE
WARD	ST	IRENE	SHADY LANE
WARD	ST	SHADY LANE	BUCKLEY
WASHINGTON	ST	NORTH	WESLEY
WASHINGTON	ST	WESLEY	-DEAD END-
WATER	ST	W. OLIVER	W. KING
WATER	ST	W. KING	ELIZABETH
WATER	ST	ELIZABETH	JENNETT
WATER	ST	JENNETT	GALUSHA
WATER	ST	GALUSHA	W. NORTH
WATER	ST	WESLEY	NORTH END
WESLEY	DR	N. WATER	N. WASHINGTON
WEST	ST	W. KING	STINSON
WEST	ST	STINSON	OLMSTEAD
WHITEHAVEN	CT	SOUTH END	STEVENS
WHITEHAVEN	CT	STEVENS	E. NORTH
WILKINSON	ST	HENRY	W. STEWART
WILLIAMS	ST	N. SHIAWASSEE	PINE
WILLIAMS	ST	PINE	ADAMS
WILLIAMS	ST	ADAMS	N. WATER
WILLIAMS	ST	N. PARK	N. SAGINAW
WILLIAMS	ST	N. SAGINAW	N. HICKORY
WILLIAMS	ST	N. HICKORY	N. OAK
WILLIAMS	ST	N. OAK	N. DEWEY
WILLOW	ST	MARION	NORTH END
WILLOW SPRINGS	ST	N. CHIPMAN	HARDING
WILTSHIRE	DR	E. KING	HUNTINGTON

WILTSHIRE	DR	HUNTINGTON	MOORE
WOOD	CT	APPLEWOOD	NORTH END
WOODHALL	CT	W. OLIVER	CURWOOD
WOODLAWN	AV	SOUTH END	FARR
WOODLAWN	AV	FARR	400' NORTH FARR
WOODLAWN	AV	400' NORTH FARR	AUBURNDALE
WRIGHT	AV	CORUNNA	ALLENDALE
YOUNGS	ST	S. CHESTNUT	LILLIAN
YOUNGS	ST	LILLIAN	S. BROOKS
YOUNGS	ST	S. BROOKS	ROBBINS
EXCHANGE	ST	N. SAGINAW	N. HICKORY
CHIPMAN	LANE	CHIPMAN	EAST END
EXCHANGE	ST	N. HICKORY	N. OAK
EXCHANGE	ST	N. OAK	N. DEWEY
ROBBINS	ST	MACK	LYNN

Motion supported by Mayor Pro-Tem Owen.

Roll Call Vote.

AYES: Councilpersons Cline, Ford, Mayor Pro-Tem Owen, Councilpersons Harvey, Bruff, Horvath, and Mayor Robertson.

NAYS: None.

DOWNTOWN DEVELOPMENT AUTHORITY GENERAL APPROPRIATIONS RESOLUTION

Motion by Councilperson Ford to adopt a General Appropriations Resolution to authorize the levy of the Downtown Development Authority millage for the 2006-2007 fiscal year as follows:

**GENERAL APPROPRIATIONS RESOLUTION FOR
DOWNTOWN DEVELOPMENT AUTHORITY**

WHEREAS, the Authority board met to consider a proposed budget for fiscal year 2006-07, and after deliberations and public input approved a budget; and

WHEREAS, the Owosso City Council held a public hearing on the proposed budget on May 1, 2006; and,

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

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

WHEREAS, the millage reduction commonly known as the "Headlee" rollback results in a maximum operating millage rate of 1.9556 for which the Authority is authorized to levy,

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2006 shall be the rate of 1.9556 per \$1,000 of taxable value of the 2006 ad valorem assessment roll for the district as approved by the Board of Review,

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

GENERAL OPERATING	1.9556MILLS	\$32,294
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Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Ford, Horvath, Harvey, Bruff, Cline, Mayor Pro-Tem Owen, and Mayor Robertson.

NAYS: None.

PARKING LEASE PROGRAM

Motion by Mayor Pro-Tem Owen to authorize 2006-07 leased parking terms for downtown parking lot spaces as follows:

PARKING LEASE FEES
(Effective July 1, 2006)

RESIDENTIAL			\$20
NIGHT			\$10
DELIVERY/LOADING			\$20
EMPLOYEE			\$15, \$20, \$25 DEPENDING ON THE PARKING LOT AND WHETHER IT IS DAY OR 24 HOUR LEASE
<u>BALL AND COMSTOCK</u>			
\$15/DAY	\$10/NIGHT	\$20/24 HR	\$20/RESIDENT
<u>BALL AND MASON</u>			
\$25/DAY	\$10/NIGHT	\$25/24 HR	\$20/RESIDENT
<u>BALL, WATER AND EXCHANGE</u>			
\$25/DAY	\$10/NIGHT	\$25/24 HR	\$20/RESIDENT \$20/LOADING
<u>PARK AND EXCHANGE</u>			
\$15/DAY	\$10/NIGHT	\$20/24 HR	\$20/RESIDENT
<u>PARK AND MAIN</u>			
\$15/DAY	\$10/NIGHT	\$20/24 HR	\$20/LOADING \$20/RESIDENT
<u>WESTOWN</u>			
\$15/DAY	\$10/NIGHT	\$20/24 HR	

PARKING SPACES AVAILABLE FOR LEASE
(Effective July 1, 2006)

BALL AND COMSTOCK	18 DAY		
BALL AND MASON DELIVERY	12 DAY		2
BALL, WATER, AND EXCHANGE	28 DAY	11 NIGHT	14 24-HR
PARK AND EXCHANGE	22 DAY		6 24-HR
PARK AND MAIN	10 DAY		10 24-HR
WESTOWN			8 24-HR

Motion supported by Councilperson Cline.

Roll Call Vote.

AYES: Councilpersons Cline, Harvey, Horvath, Mayor Pro-Tem Owen, Councilpersons Bruff, Ford, and Mayor Robertson.

NAYS: None.

SHIAWASSEE ARTS COUNCIL GRANT APPLICATION

Motion by Councilperson Bruff to authorize Shiawassee Arts Council to submit an application for a 2006-2007 Michigan Council for Arts and Cultural Affairs capital improvement grant for a proposed building expansion to the Arts Center located at 206 Curwood Castle Drive.

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Harvey, Horvath, Cline, Ford, Mayor Pro-Tem Owen, Councilperson Bruff, and Mayor Robertson.

NAYS: None.

PROPERTY SALE-Twenty-one (21) days posting period

City Manager Guetschow explained the details of the property sale process.

Director of Community Development Hathaway detailed the history of the site and how the sale price was determined.

There was general Council and Staff discussion regarding parking for the new development, lack of advertising, how the grant agreement for the property works, how the purchase price was reached, editing the sale agreement during the 21-day posting period, the potential agreement covering the proposed development, and the condition of the site.

Motion by Councilperson Ford to receive a purchase agreement for vacant parcel at 102 South Washington Street legally described as *The East 87.32 feet of Lots 3 and 4, Except the South 20 feet of Lot 3, Block 26 of the Original Plat of the City of Owosso*, for the sum of \$45,000 to Dixie Development, LLC and file with the City Clerk until the meeting of June 5, 2006.

Motion supported by Councilperson Horvath.

Roll Call Vote.

AYES: Councilpersons Cline, Bruff, Mayor Pro-Tem Owen, Councilpersons Horvath, Harvey, Ford, and Mayor Robertson.

NAYS: None.

YMCA VOLLEYBALL COURT AGREEMENT

Motion by Mayor Pro-Tem Owen to authorize the Mayor and City Clerk to execute agreement to permit and authorize the Shiawassee Area YMCA to use two volleyball courts in Collamer Park for summer volleyball league as follows:

YMCA VOLLEYBALL COURT AGREEMENT

This Agreement is made the ____ day of _____, 2006, between the City of Owosso, a Michigan municipal corporation, hereinafter referred to as "City" and the Shiawassee Family YMCA, a Michigan non-profit corporation, hereinafter referred to as "YMCA". It is agreed as follows:

1. City does hereby permit and authorize YMCA to use two volleyball courts presently constructed in Collamer Park for the purpose of conducting a summer volleyball league during the period of June 12, 2006 through August 7, 2006.
2. YMCA shall conduct such league on Mondays between the hours of 6:00 p.m. and 10:00 p.m. YMCA shall provide City with a schedule of league play and any revised schedules developed during the term of this agreement. YMCA shall not be required to notify City of individual games rescheduled due to inclement weather or for other reasons.
3. YMCA agrees to pay City an amount equal to one dollar (\$1.00) for each registered volleyball league participant. This sum shall be paid on or before September 30, 2006.
4. City agrees to maintain the volleyball courts in a condition suitable for play, including providing nets. YMCA shall notify City of any conditions at the courts which render the courts unsuitable for play.
5. YMCA agrees to reimburse City for any damage to the courts, including nets and posts, which arises out of actions on the part of league participants which are reckless, careless, or which otherwise are intended to damage the courts and associated facilities.
6. YMCA agrees that it shall defend, indemnify, and hold City harmless from any claim, loss, expense or damage to any person or property in or upon the volleyball courts and adjacent areas of Collamer Park arising out of the YMCA's and its league participants' use or occupancy of the volleyball courts, or any act or neglect of YMCA or its servants, employees or agents, or any change, alteration or improvement in the premises made by the YMCA.
7. YMCA shall not make permanent improvements or construct or install any structures on the premises without prior written approval of the City. In the event such permanent improvements or structures shall be installed, they shall become part of the premises and remain thereon at the termination of the agreement.

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Horvath, Cline, Bruff, Ford, Harvey, Mayor Pro-Tem Owen, and Mayor Robertson.

NAYS: None.

CHANGE TO STANDARD STREETLIGHTING CONTRACT

Motion by Mayor Pro-Tem Owen to adopt the following resolution:

Resolved, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the streetlighting service as provided in the Standard Streetlighting Contract between the Company and the City of Owosso, dated _____, in accordance with the Authorization for Change in Standard Streetlighting Contract dated as of April 1, 1977, heretofore submitted to and considered by this Council; and

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

AUTHORIZATION FOR CHANGE IN STANDARD STREETLIGHTING CONTRACT

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

Company-Owned Streetlight System

Number of Luminaires	Nominal Lumen Rating	Light Source	Installation Or Removal	Location
1			Installed	Dewey Street at the end of Laverock Alley between Mason Street and Williams Street

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

Motion supported by Councilperson Cline.

Roll Call Vote.

AYES: Councilperson Cline, Mayor Pro-Tem Owen, Councilpersons Bruff, Ford, Horvath, Harvey, and Mayor Robertson.

NAYS: None.

**CONTRACT AGREEMENT-MICHIGAN DEPARTMENT OF TRANSPORTATION
MDOT CONTRACT NO. 06-5112**

Motion by Councilperson Ford to authorize Mayor Linda L. Robertson and City Clerk Gail L. Schultz to execute the Contract Agreement – Contract No. 06-5112 with the Michigan Department of Transportation for reconstruction of South Street between Chipman Street and Chestnut Street, more specially described as follows:

STP	DIR
	Control Section
	Job Number
	Project
	Federal Item No.
	CFDA No.
	Contract No.
	STUL 76421
	84427
	STP 0676(008)
	HH 4628
	20.205 (Highway Research Planning & Construction)
	06-5112

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 March 24, 2006, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt resurfacing work along South Street from Chestnut Street to Chipman Street; including storm sewer, sidewalk ramp, and curb and gutter work; and all together

with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Sidewalk work along South Street from Chestnut Street to Chipman 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 reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

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

SURFACE TRANSPORTATION PROGRAM

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

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

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

Costs for construction engineering and inspection incurred by the DEPARTMENT will be charged 100 percent to the REQUESTING PARTY. Any other costs incurred by the DEPARTMENT as a result of this contract will be at PROJECT COST.

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

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

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:
 - A. Design or cause to be designed the plans for the PROJECT.
 - B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

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

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent up to an amount not to exceed \$176,000. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

Any items of PROJECT COST 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 the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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

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.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.201011(1); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, 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.

11. 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.

12. 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 or 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 or 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 or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or 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, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. 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; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 resolutions 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.

EXHIBIT I

CONTROL SECTION	STUL 76421
JOB NUMBER	84427
PROJECT	STP 0676(008)

CONTRACTED WORK	<u>ESTIMATED COST</u>		
	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$311,400	\$11,300	\$322,700

<u>COST PARTICIPATION</u>			
GRAND TOTAL ESTIMATED COST	\$311,400	\$11,300	\$322,700
Less Federal Funds*	<u>\$176,000</u>	<u>\$0</u>	<u>\$176,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$135,400	\$11,300	\$146,700

*Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 81.85 percent up to an amount not to exceed \$176,000.

NO DEPOSIT

Motion supported by Mayor Pro-Tem Owen.

Roll Call Vote.

AYES: Councilpersons Harvey, Ford, Horvath, Mayor Pro-Tem Owen, Councilpersons Bruff, Cline, and Mayor Robertson.

NAYS: None.

STORM SEWER EXTENTION

Motion by Mayor Pro-Tem Owen to authorize Sumbera Excavating to extend a storm sewer from the 100 block of North Ball Street eastward down the alley, on a time and materials basis, to correct roof drain connections to the sanitary sewer system.

Motion supported by Councilperson Ford.

Roll Call Vote.

AYES: Councilpersons Harvey, Cline, Ford, Bruff, Mayor Pro-Tem Owen, Councilperson Horvath, and Mayor Robertson.

NAYS: None.

OUT-OF-TOWN WATER SERVICE REQUEST

Motion by Mayor Pro-Tem Owen to approve request of the owners of the Northside Professional Building, located at 1457 North M-52, for water service to a proposed new building to the west of the existing facility.

Motion supported by Councilperson Bruff.

Roll Call Vote.

AYES: Councilpersons Cline, Ford, Mayor Pro-Tem Owen, Councilpersons Harvey, Horvath, Bruff, and Mayor Robertson.

NAYS: None.

CONTRACT PAYMENT

Motion by Mayor Pro-Tem Owen to authorize Progress Payment No. 5 to Classic Concrete for the 2005-2006 Sidewalk Repair Project in the amount of \$5,138.24

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Horvath, Harvey, Ford, Bruff, Cline, Mayor Pro-Tem Owen, and Mayor Robertson.

NAYS: None.

CONTRACT PAYMENT

Motion by Councilperson Ford to authorize Progress Payment No. 1 to Collard Masonry and Concrete, Inc. for the North Ball Street Curb and Sidewalk Project in the amount of \$18,458.00.

Motion supported by Mayor Pro-Tem Owen.

Roll Call Vote.

AYES: Councilperson Horvath, Mayor Pro-Tem Owen, Councilpersons Harvey, Cline, Ford, Bruff, and Mayor Robertson.

NAYS: None.

CONTRACT PAYMENT

Motion by Mayor Pro-Tem Owen to authorize Progress Payment No. 1 to Lennox Electric for the electrical portion of the North Ball Street Curb and Sidewalk Project in the amount of \$4,278.80.

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Bruff, Cline, Horvath, Mayor Pro-Tem Owen, Councilpersons Harvey, Ford, and Mayor Robertson.

NAYS: None.

GRANT AGREEMENT - ACCESSIBLE VOTING SYSTEMS

Motion by Councilperson Bruff to adopt the following resolution:

Grant Agreement-Accessible Voting Systems

Whereas, the City of Owosso wishes to enter into an agreement with the Michigan Department of State to obtain federal financial assistance for the purchase of Accessible Voting Systems as mandated by the Help America Vote Act of 2002.

Now, Therefore, Be It Resolved that the Owosso City Clerk is hereby authorized to execute the appropriate documents related to the Grant Agreement for the Accessible Voting Systems on behalf of the City of Owosso, Michigan.

**STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE
AND
City of Owosso, Shiawassee County
Help America Vote Act (HAVA) Grant Agreement
AutoMARK Ballot Marking Devices and
AutoMARK information Management Software (AIMS)
RE: Master Contract
071B6200250--Election Systems and Software, Inc. (E S & S)**

This Grant Agreement is the mechanism by which the State of Michigan awards accessible voting systems for use by individual with disabilities to counties and local jurisdictions, pursuant to HAVA

1. Period of Grant

This grant process applies to statewide purchases of accessible voting systems for use by individuals with disabilities (ballot marking devices and related programming software) occurring in 2006.

2. Background and Overall Process

This Grant Agreement is to implement the federal Help America Vote Act of 2002 (HAVA, Public Law 107-252, Title III Section 301) and Michigan election law by establishing a Grant Agreement to use HAVA funds to acquire and implement a statewide accessible voting system for use by individuals with disabilities. This grant applies only to the acquisition and implementation of ballot marking devices and related components and software required to program the devices.

The Michigan Department of Management and Budget, on behalf of the Michigan Department of State, has entered into a Master Contract with E S & S establishing statewide prices for ballot marking devices, programming software and other optional equipment and services.

E S & S will be required to enter into a contractual "purchase agreement" with each county and local jurisdiction. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of this agreement shall not conflict in any way with the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the purchase agreement.

E S & S will enter into a software license agreement with each county which provides details regarding the acceptable use of programming software by county staff and any jurisdiction in the county. The license agreement shall not conflict in any way with terms contained in the Master

Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will determine quantities of equipment provided to each county and jurisdiction based on the criteria listed in Section 3. The itemized list of equipment to be granted to City of Owosso, Shiawassee County is listed in Section 13. If changes to quantities of equipment are required and approved, instructions for amending the Grant Agreement will be provided and the Grantee will be required to enter into a new Grant Agreement.

The Department will process purchase orders on behalf of all counties and local jurisdictions and will forward this information to E S & S. Once all Grantees in a county have submitted written certification to the Department that equipment and programming software have been delivered, tested and accepted, E S & S will invoice the Department for 85% of the total purchase order. Once election results have been certified for the November 2006 general election, E S & S will invoice the Department for the remaining 15% of the total purchase order. All orders, invoices and payments will be issued on a county-by-county basis. The Department will issue payments directly to the Contractor upon receipt and verification of all necessary certifications from counties and local jurisdictions.

3. Equipment and Programming Software Allocation Criteria

HAVA requires that each polling location have available for use a minimum of one voting system accessible to voters with a wide variety of disabilities. The Department will determine quantities of equipment based on the following criteria:

Ballot Marking Devices:

--Jurisdictions will receive ballot marking devices based on the number of precincts voting in each polling location as follows:

- o 1 or 2 precincts: 1 ballot marking device
- o 3 or 4 precincts: 2 ballot marking devices
- o 5 or 6 precincts: 3 ballot marking devices

NOTE: Counties and local jurisdictions will be responsible for final allocation of equipment to individual polling locations based on this criteria.

--County level: each county will receive 1 ballot marking device.

--"Extra" devices will be allocated to jurisdictions based on the following criteria:

- o Registered Voter Count (RVC) less than 25,000: no additional ballot marking devices
- o RVC between 25,000 — 50,000: 1 additional ballot marking device
- o RVC between 50,000 and 90,000: 2 additional ballot marking devices
- o RVC between 90,000 and 140,000: 3 additional ballot marking devices
- o RVC over 140,000: number of additional ballot marking devices to be determined on a case-by-case basis.

NOTE: Jurisdictions may allocate "extra" devices at their discretion. Extra devices should be used as backup in the case of equipment failure or malfunction.

Programming Software:

--Each county will receive one copy of AIMS programming software.

--Counties have authority to approve use of this software by individual jurisdictions within the county.

4. Grant Process

Each Grantee will complete the Grant Agreement and forward it to the Department at the address indicated in the instructions provided. The Department will review and, once executed, provide the Grantee with a copy of this Grant Agreement. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with necessary instructions, forms and other pertinent information related to all aspects of the purchase and contract processes.

The Grantee is responsible for overseeing its purchase agreement with the Contractor and is responsible for ensuring Contractor performance. The Grantee must address any subsequent malfunction or performance issue with any equipment or software included in this grant. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery and testing and all other requirements in accordance with the Master Contract. The Grantee will be responsible for maintenance, repairs or additional costs incurred that are not covered by warranty provisions in the Master Contract.

5. Testing Acceptance, Election Certification and Payments

- a. Successful acceptance testing of all equipment and programming software must be completed within 10 calendar days from the date of delivery.
- b. Upon successful completion of all acceptance testing, the Grantee must immediately complete the *Accessible Voting System Receipt/Acceptance Form* and forward the completed form to the Department.
- c. The *Accessible Voting System Receipt/Acceptance Form* will indicate date of delivery, certification of successful testing and authorization to the Department to release payment (85% of the original purchase order) to the Contractor on a county-by-county basis.

- d. Upon certification of election results from the November 2006 general election, the Grantee must immediately complete the *Accessible Voting System Election Certification Form* and forward the completed form to the Department.
- e. The *Accessible Voting System Election Certification Form* will certify successful use of the accessible voting system in the November 2006 general election and will authorize the Department to release the final payment (15% of the original purchase order) to the Contractor on a county-by-county basis.
- f. The Department will initiate payment to the Contractor in accordance with the Master Contract.

6. Ownership of Equipment and Software Purchases: Title

Any equipment and programming software purchased pursuant to this Grant Agreement is the property of the Grantee.

7. Optional Purchases

Per the Master Contract, if the Grantee desires to purchase additional items beyond those authorized in this Grant Agreement, it may do so at its sole expense, outside of this Grant Agreement. No HAVA funds will be available for such purchases. Prices established via the Master Contract will be extended to counties and local jurisdictions by the Contractor for this purpose.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering of equipment, programming software, delivery, testing, performance, maintenance and repairs. The Grantee shall assure all the terms of this Grant Agreement are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of submission of the *Accessible Voting System Election Certification Form* or until any litigation and audit findings have been resolved.

9. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this Grant Agreement by representatives duly authorized by state or federal law.

10. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract is incorporated and is part of the ensuing contract between the Grantee and the Contractor. The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Grant Agreement.

Laws

This is a State of Michigan Grant Agreement and is governed by the laws of the State of Michigan. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

Validity

This Grant Agreement is valid upon approval by the State Administrative Board and approval and execution by the Department.

Funding

This Grant Agreement is subject to and contingent upon the availability and appropriation of federal funds and any necessary state appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel this Grant Agreement upon failure to comply with the terms of this agreement.

Entire Agreement

This Grant Agreement shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment and programming software purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this Grant Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of this Grant Agreement.

B. Other

Additional terms and conditions may be negotiated in the purchase agreement between the Grantee and the Contractor as long as they do not conflict with the required terms and conditions of this Grant Agreement and the Master Contract.

11. Administration of Agreement

The Grant Manager on behalf of the Department for this Grant Agreement will be:

Timothy Hanson, Director
Program Development Division
Bureau of Elections
P0 Box 20126
Lansing, MI 48901-0726
HansonT@Michigan.gov

All questions, comments and correspondence regarding this grant process and the Grant Agreement must be submitted in writing to the Grant Manager.

12. Grantee Contact Information

Note: Grantee to fill in all fields indicated (*) below:

This Grant Agreement is between the Michigan Department of State and:

City of Owosso, Shiawassee County

*Grant Manager for County, City, or Township (point of contact for the State):

*Business Address:

*Business Telephone:

*Fax Number:

*email address:

13. Voting Equipment and Programming Software Awarded:**

Number of AutoMARK Ballot Marking Devices Awarded: 4

Number of "Extra" Ballot Marking Devices Awarded: 0

AIMS Programming Software Awarded: No

**NOTE: All equipment and software must be distributed as outlined in Section 3.

14. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and bind the Grantee to this Grant Agreement Further, the person signing has reviewed and agrees to the above conditions and has personally examined and is familiar with the information submitted herein. Furthermore, the signatory represents and agrees to the terms and conditions in this Grant Agreement and the requirements of the Help America Vote Act, under which this grant has been submitted.

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Councilpersons Cline, Horvath, Mayor Pro-Tem Owen, Councilpersons Bruff, Harvey, Ford, and Mayor Robertson.

NAYS: None.

CONDUCT FIRST READING AND SET PUBLIC HEARING

Motion by Mayor Pro-Tem Owen to table the first reading of proposed changes to Section 26-9, of Article III, *Definitions* and Section 26-30, of Article VI, *Schedule of Sign Regulations*, of Chapter 26, *Signs*, of the Code of Ordinances of the City of Owosso until June 5, 2006 for further revision.

Motion supported by Councilperson Cline.

Roll Call Vote.

AYES: Councilpersons Horvath, Harvey, Bruff, Cline, Ford, Mayor Pro-Tem Owen, and Mayor Robertson.

NAYS: None.

COMMUNICATIONS

Betty M. Coon. Letter regarding LED signs.
Becky J. Bolles. Letter regarding outdoor wood burner on Devonshire Court.
A-Hit LLC. Information on outdoor wood burners and biomass technology.
Richard L. Austin. Letter regarding proposed footbridge at Austin Riverfront Condominiums.
Liquor Control Commission. Letter granting transfer of ownership.
Gary M. Burk, Utilities Director. Emergency repair to Palmer Well #3.
Philip B. Hathaway, Community Development Director. Letter in response to footbridge misinformation.
John F. Archer, Building Official. Report on condition of Casket Co. building.
John F. Archer, Building Official. April 2006 Building Department Report.
John F. Archer, Building Official. April 2006 Code Violations Report.
Michael T. Compeau, Public Safety Director. April 2006 Police Department Report with comparison figures.
Downtown Development Authority. Minutes of Meeting of April 12, 2006.
Downtown Development Authority. Minutes of Meeting of May 3, 2006.
Richard E. Campbell, The Argus Press. Letter regarding potential sale of 102 South Washington Street.
Jim Civile, Real Estate One. Letter regarding potential sale of 102 South Washington Street.

Mayor Robertson announced a proposed water agreement with Caledonia Charter Township and commented on City Manager Gregg Guetschow's role in the effort. She also remarked on the communication from Richard Austin, Philip Hathaway's response, and inquired as to whether a correction would be issued in the paper.

Councilpersons Cline and Harvey commented on observing the OWB on Devonshire Court.

CITIZEN COMMENTS

William Owen, 1309 Herman Street, commented on the benefits of the Owosso Drain, redrawing the flood plain, and proposed construction of a restroom in the Farmer's Market parking lot.

Roger Snyder, 418 East Oliver Street, commented on involving local businesses in the old hotel site redevelopment.

Mark Agnew, Agnew Graphics Signs & Promotions, 917 Summit Street, commented on his experience in working with the City to create a new sign ordinance regulating LED signs.

James Griesen, president of Target Industries, 222 South Elm Street, commented on the condition of the building adjoining his business and safety issues.

Betty Coon, 1204 Palmer Avenue, inquired about the current SATA millage levy and the proposed authority and millage to be voted on in August.

Eddie Urban, 601 Glenwood Avenue, commented on the proposed footbridge from VG's.

Councilperson Bruff inquired about the possibility of a cab service in the City.

Councilperson Ford asked for an update on Palmer Well #3.

Councilperson Cline asked for an update on the removal of a fuel tank discovered during the North Ball Street Curb and Sidewalk project.

ADJOURNMENT

Motion by Councilperson Ford, supported by Councilperson Harvey for adjournment at 9:18 p.m. and concurred in by unanimous vote.

Linda L. Robertson, Mayor

Amy K. Kohagen, Deputy City Clerk