

**OWOSSO CITY COUNCIL**

**AUGUST 14, 2006**

**7:30 P.M.**

**PRESIDING OFFICER:** MAYOR LINDA L. ROBERTSON

**OPENING PRAYER:** BURTON FOX

**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 Councilperson Harvey to approve the agenda as presented with the following change: Consent Item #6 Change Order to become Item of Business #7.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 17, 2006**

Motion by Councilperson Horvath to approve the Minutes of the Special Meeting of July 17, 2006 with the following change: Item of Business, **MINUTES CORRECTIONS** should include the text "Motion by Councilperson Ford..."

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

**APPROVAL OF THE MINUTES OF SPECIAL MEETING OF JULY 31, 2006**

Motion by Councilperson Ford to approve the Minutes of the Regular Meeting of July 31, 2006 as presented.

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

**CITIZEN COMMENTS AND QUESTIONS**

Kevin M. Brown, 217 Curwood Castle Drive, commented on activities for the last week Holman Pool will be open this summer.

John Fogus, 1403 George Street, commented on blocking off the south end of George Street for safety reasons.

Betty Coon, 1204 Palmer Avenue commented on her desire for a "No Left Turn" sign on Palmer Street near the entrance to Baker College.

Gary Martenis, 705 Lingle Avenue, commented on the safety of the steps to City Hall, unmowed grass in the City, leniency for those who receive tickets for parking overnight in the street, selling City owned properties, forming a citizen committee to study the future of the City, and donation of a strong box for money collection at Holman Pool.

William Owen, 1309 Herman Street, commented on his desire to see the south end of George Street closed for safety reasons.

Eddie Urban, 601 Glenwood Avenue, commented on a recent performance at the amphitheater and his fondness for the amphitheater.

Burton Fox, 216 East Oliver Street, commented on charging users residing outside the City limits for use of Holman Pool.

Councilperson Cline commented on unmowed lots and actions being taken to determine if George Street should be blocked off.

Mayor Robertson commented that anyone could call City Hall if they notice an unmowed lot.

Councilperson Bruff inquired as to who will perform the work to the Department of Public Works roof and whether Council reviews/approves bids before or after work has started.

Department of Public Works Director Jelinek explained DPW workers would complete the work on the DPW garage roof.

There was general inquiry about whether local preference came in to play with the DPW garage roof bid. It was reported it did not.

## **CONSENT AGENDA**

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

Bid Award. Accepted bid of Truck & Trailer Equipment Co. for the purchase of two V-box spreaders in the amount of \$9,841.00 each and authorized payment up to the bid amount.

Bid Award. Accepted bid of JWC Environmental for the purchase of one sewage sludge in-line grinder in the amount of \$11,298.00 and authorized payment up to the bid amount.

Bid Award. Accepted low bid of Northwoods Excavating for the demolition of the structure at 1112 Beehler Street in the amount of \$5,340.00 and authorized payment up to the bid amount.

Bid Award. Accepted low bid of Valley Lumber for materials for the pitched roof on the Department of Public Works main garage in the amount of \$19,598.46 and authorized payment up to the bid amount.

Sole Source Contract. Waived bid irregularities, approved sole source contract with Sascon Construction, Inc. and authorized payment up to the bid amount for sidewalk construction, concrete stamping, installation of pedestrian lighting, and curb work in the following amounts:

1. Sidewalk removal and construction at \$3.00 per square foot
2. Stamped concrete at \$6.00 per square foot
3. Curb construction at \$25.00 per lineal foot
4. Installation of pedestrian lights
  - A. Installation of wire and conduit at \$4.60 per lineal foot
  - B. Installation of light base at \$328.00 each
  - C. Wiring and installation at \$175.00 per light

The City Engineering Department will inspect installation and verify installed quantities.

Change order. Authorized Change Order to the electrical portion of the North Ball Street Curb and Sidewalk Project contract with Lennox Electric in the amount of \$469.99 less than originally approved.

Contract Payment. Authorized Final Payment to Lennox Electric in the amount of \$1,447.95 for the electrical portion of the North Ball Street Curb and Sidewalk Project.

Contract Payment. Authorized Progress Payment No. 7 to Classic Concrete for the 2005-2006 Sidewalk Repair Project in the amount of \$6,656.00.

Contract Payment. Authorized Progress Payment to Fishbeck, Thompson, Carr and Huber for Oliver Street Bridge preliminary design work covering the time period from June 17, 2006 to July 14, 2006 in the amount of \$26,149.44.

Planning Commission Referral. Referred to the Planning Commission a text amendment to bring the Zoning Ordinance into compliance with PA110 of 2006.

Motion supported by Councilperson Bruff.

Roll Call Vote.

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

NAYS: None.

## **ITEMS OF BUSINESS**

### **MICHIGAN MUNICIPAL LEAGUE CONVENTION REPRESENTATIVE**

There was a brief discussion regarding the costs versus the benefits of attending the conference and the possibility of attending the regional meeting. In the absence of interested Council members City Manager Guetschow offered to cast the vote of the City if he finds an opportunity to attend the meeting.

Motion by Councilperson Ford designating City Manager Gregg G. Guetschow as the City Representative to cast vote of municipality at the Annual Michigan Municipal League Convention business meeting on September 28, 2006.

Motion supported by Councilperson Bruff.

Roll Call Vote.

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

NAYS: None.

### **PARKING LOT LEASE**

Motion by Councilperson Ford to approve a lease between Trecha Enterprises and the City for use of the parking lot south of JC Penny and east of Capitol Bowl as follows:

### LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into \_\_\_\_\_ 2006, between TRECHA ENTERPRISES DPHU, LLC of 219 South Washington Street, Owosso, Michigan 48867, ("Lessor") and the City of Owosso, a Michigan municipal corporation, 301 West Main Street, Owosso, Michigan 48867.

WHEREAS, the City of Owosso has constructed and maintained, since 1984, parking areas for the public use and benefit within the area bounded by Washington Street to the West, Comstock Street to the North, Hickory Street to the East and the Shiawassee River to the South, commonly known as the Comstock Center, for the use and benefit also of buildings constructed or to be constructed within such area, and whereas the City of Owosso continues to desire to use real estate within said district owned or leased for the maintenance of not less than 500 parking spaces of at least 9 feet width per space within said parking areas,

WHEREAS, the City of Owosso Building Authority, as Lessee, entered into a Lease with William R. Geiger and Evelyn E. Geiger, husband and wife, as Lessors dated May 31, 1984, which Lease had a 25 year term,

WHEREAS Lessor has purchased the fee interest in the property and the municipal bonds which required that the City of Owosso Building Authority function as tenant have been paid in full,

WHEREAS Lessor wishes to change the size of the lease area,

WHEREAS the parties wish to terminate the old Lease and enter into this Lease Agreement,

WHEREAS the City of Owosso Planning Commission has approved a site plan for parking, delivery and occupancy for a dumpster corral on March 27, 2006,

WHEREAS this revision of the May 31, 1984, Lease of the following premises is required for public use and benefit to provide parking,

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. **Premises rented.** Lessor agrees to lease for the sum of One Dollar and No/100 (\$1.00) per year and other considerations as set forth herein for the purpose of public parking, subject to all City of Owosso Ordinances the following described premises;

SEE ATTACHED EXHIBIT A

2. **Effective date.** The parties agree that this lease shall be effective upon the date stated above. The 1984 Lease cited above shall be terminated effective the same date.

3. **Term of Lease.** The parties agree that the term of the lease shall expire January 1, 2027.

4. **Rate of Rental.** The rate of rental shall be One and No/100 (\$1.00) Dollar per year, payable on the date the premises were delivered to Lessee and annually thereafter on the same date, it being also agreed that the covenants otherwise contained in this Lease shall be upon default, grounds for termination of the Lease.

5. **Taxes, Assessments, Insurance, Utilities, Repairs and Maintenance.** The parties agree that as further consideration for this Lease, Lessee shall be responsible for the cost of all taxes, assessments, insurance, utilities, repairs and maintenance during the term of this Agreement, and if Lessee shall not maintain the premises as set forth below, Lessor shall have the right to enter upon the premises and perform such maintenance and the Lessee shall reimburse Lessor for such expense. Lessee also agrees to name Lessor and Trecha Enterprises AB, L.L.C., as additional named insureds on all policies of liability insurance on said premises and deliver a copy of each such policy to Lessor. Notwithstanding the above, any sidewalk installed on the leased premises shall be Lessor to insure, repair and maintain as provided in Owosso City Ordinances.

6. **Maintenance.** Lessee agrees to recoat and restripe the parking area not less than once every three years, to remove all snow of two inches or more within reasonable time and to repair all "pot holes" within two weeks of written notice.

7. **Dumpster Corral.** As further consideration for this Lease Agreement, Lessee shall construct and maintain a dumpster corral structure for the use of businesses in the Comstock Center. Lessor shall be responsible for maintaining a dumpster on the premises and cleaning thereof. Nothing herein shall be interpreted to permit a grease dumpster on the premises.

8. **Right to Entry.** Lessor shall have the right of entry for inspection and upon the occasion of a storm at a time when Lessee is unavailable and Lessor desires that snow be removed prior to the time limitations set forth above, Lessor may enter and remove such snow as desired at its expense.

9. **Vacation of Premises.** The Lessee shall vacate the premises immediately upon the expiration of the term of this Agreement, and all improvements placed thereon shall remain as property of Lessor, and any failure to surrender possession at said expiration shall not constitute "holding over" and Lessor shall have the right to immediately evict Lessee from said premises at said time.

10. **Right to Assign.** Either party may assign its interest in this Lease Agreement with the consent of the other party. Such consent will not be unreasonably withheld.

11. **Surrender of Premises.** Unless the parties agree to the sale and purchase of the premises, Lessee shall surrender the premises at the expiration of the term of this agreement in good repair and condition.

12. **Hold Harmless.** The Lessee for itself, its successors and assigns, hereby agrees to assume and hold the Lessor harmless from any and all actions or causes of actions for damages from the negligent operation of the demised premises.

13. **Termination.** This Agreement shall be considered terminated if Lessee shall use demised premises for any use other than parking for a period of 24 hours after written notice, and if any covenant contained herein shall not be cured within 30 days of any notice of default.

14. **Sole Agreement.** This instrument shall constitute the sole agreement as to its subject matter between the parties and any other agreements unless reduced to writing, and signed by the parties shall not be binding upon the parties.

#### **EXHIBIT A DESCRIPTION OF LEASED PREMISES**

Part of the Northeast ¼ of Section 24, T7N, R2E, City of Owosso, Shiawassee County, Michigan and being part of Lot 6, Block 28 of the Original Plat of Owosso as recorded in Liber B, Page 411, Shiawassee County Records. Described as beginning at a point on the East line of Lot 6, Block 28, which is 142.88 feet South of the Northeast Corner of said Lot 6, thence N89°09'40"W, 132 feet to the West line of Lot 6, Block 28, thence S01°00'00"W along the West line of said Lot 6 to North line of Jerome Street and Southwest Corner of Lot 6, Block 28, thence S62°00'00"E to a point which is 66.22 feet from the Southeast Corner of Lot 6, Block 28, thence N01°00'00"E, 132.04 feet, thence S89°09'40"E, 59.00 feet to East line of Lot 6, Block 28, thence N01°00'00"E, 135.86 feet to point of beginning. (Except West 6 feet thereof)

Motion supported by Councilperson Harvey.

Roll Call Vote.

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

NAYS: None.

#### **LOT SPLIT AUTHORIZATION – 210-216 North Hickory Street**

Motion by Mayor Pro-Tem Owen to authorize the division of City lot under Michigan Subdivision Control Act for platted lot described as 210-216 North Hickory Street as follows:

Current Description of Entire Parcel - 210-216 North Hickory Street

050-666-000-002-00 —210 North Hickory Street

BEG 96.50' N OF SW COR LOT 1 OUTLOT 6 AL & BO WILLIAMS SUB OUTLOTS 6 & 7, E 70.5' N 4.7', E 28.5', N 30.8', W 99', S 35.5' TO FOB

050-391-000-003-00—216 North Hickory Street

LOT 2 J H LAVEROCKS SUBDIV OUTLOT 5 OF ORIGINAL PLAT

Description of Split to Transfer to 408 East Mason Street from 216 North Hickory Street

050-391-000-003-00

A part of Lot 2 of the Plat of J. H. Laverock's Subdivision of the Original Plat of the City of Owosso, Shiawassee County, Michigan, according to the recorded plat thereof, as recorded in Liber 1, Page 119, Shiawassee County Records, described as the East 33 feet of said Lot 2 thereof.

Current Description 408 East Mason Street - 050-391-000-002-00

COM INTERSECT E LN HICKORY & S LN MASON STS TH 72' E TO BEG TH 56' E 66' S 56' W 66' N TO BEG J H LAVEROCKS SUBDIV OUTLOT 5 OF ORIGINAL PLAT

New Description of 408 East Mason Street after adding split parcel

A PART OF J H LAVEROCKS SUBDIV OUTLOT 5 OF ORIGINAL PLAT, COM 72' E OF SE COR OF N HICKORY & S MASON STS, TH E 56', S 66', W 56', N 66' TO POB; ALSO. THE E 33', LOT 2 OF SAID PLAT

Description of Split to Transfer to 403 East Exchange Street from 210 North Hickory Street  
050-666-000-002-00

A part of Lots 1 and 2, Outlot 6, of the Plat of A.L. and B.O. Williams Subdivision of Outlots 6 and 7 of the City of Owosso, Shiawassee County, Michigan, according to the recorded plat thereof, as recorded in Liber 6, Page 677, Shiawassee County Records, described as beginning on the West line of Lot 1 at a point which is 96.50 feet North of the Southwest corner of said Lot 1; thence East 70.50 feet, thence North 4.70 feet, thence West 70.50 feet, thence South 4.70 feet to point of beginning.

Current Description of 403 East Exchange Street — 050-666-000-001-00

LOT 1 & W 1/2 LOT 2 OUTLOT 6 AL & BO WILLIAMS SUB OF OUTLOTS 6 & 7 EXC  
BEG 96.50' N OF SW COR SD LOT 1, E 70.5' N 4.7', E 28.5', N 30.8', W 99', S 35.5' TO POB

New Description of 403 East Exchange Street after adding split parcel

LOT 1 & W 1/2 LOT 2 OUTLOT 6 AL & BO WILLIAMS SUB OF OUTLOTS 6 & 7, EXCEPT, BEG 101.20' N OF SW COR SD LOT 1, TH E 99', N 30.8', W 99', S 30.8' TO POB

Description of remaining portions of 210 North Hickory Street & 216 North Hickory Street after combining

THE W 99' OF LOT 1, J.H. LAVEROCK'S SUB OF OUTLOT 5, OF ORIGINAL PLAT;  
ALSO, PART OF LOTS 1 & 2, A.L. & B.O. WILLIAMS SUB OF OUTLOTS 6 & 7 OF ORIGINAL PLAT, DESC AS BEG 101.2' N OF SW COR OF SAID LOT 1, TH E 99', N 30.8' TO N LN OF LOT 2, TH W ALG N LN OF LOTS 1 & 2, A DISTANCE OF 99' TO NW COR OF LOT 1, TH S 30.8' TO POB.

Motion supported by Councilperson Cline.

Roll Call Vote.

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

NAYS: None.

**PROPERTY SALE**

Motion by Councilperson Bruff to authorize the sale of property described as:

- Parcel #1: THE W 99' OF LOT 1, J.H. LAVEROCK'S SUB OF OUTLOT 5, OF ORIGINAL PLAT; ALSO, PART OF LOTS 1 & 2, A.L. & B.O. WILLIAMS SUB OF OUTLOTS 6 & 7 OF ORIGINAL PLAT, DESC AS BEG 101.2' N OF SW COR OF SAID LOT 1, TH E 99', N 30.8' TO N LN OF LOT 2, TH W ALG N LN OF LOTS 1 & 2, A DISTANCE OF 99' TO NW COR OF LOT 1, TH S 30.8' TO POB to Nikolas Ramos, 811 West Street, Owosso, Michigan for \$10,000.00.
- Parcel #2: A PART OF LOTS 1 AND 2, OUTLOT 6, OF THE PLAT OF A.L. AND B.O. WILLIAMS SUBDIVISION OF OUTLOTS 6 AND 7 OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 6, PAGE 677, SHIAWASSEE COUNTY RECORDS, DESCRIBED AS BEGINNING ON THE WEST LINE OF LOT 1 AT A POINT WHICH IS 96.50 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EAST 70.50 FEET, THENCE NORTH 4.70 FEET, THENCE WEST 70.50 FEET, THENCE SOUTH 4.70 FEET TO POINT OF BEGINNING to Ronald J. Samek and Gina M. Mattarella-Samek, 403 East Exchange Street, Owosso, Michigan for \$348.00.
- Parcel #3: A PART OF LOT 2 OF THE PLAT OF J. H. LAVEROCK'S SUBDIVISION OF THE ORIGINAL PLAT OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1, PAGE 119, SHIAWASSEE COUNTY RECORDS, DESCRIBED AS THE EAST 33 FEET OF SAID LOT 2 THEREOF to Max Miller, 408 East Mason Street, Owosso, Michigan for \$2,287.00.

Motion supported by Councilperson Harvey.

Roll Call Vote.

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

NAYS: None.

**PROPERTY SALE**

There was general discussion regarding the actual cost to the City for this transaction and the benefits and drawbacks to selling the property for \$1.00.

Motion by Councilperson Ford to authorize a 21-day posting of purchase agreement for the following parcel in the amount of \$1.00:

PART OF THE NORTHEAST 1/4 OF SECTION 24, T7N, R2E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, AND BEING PART OF BLOCK 28 OF THE ORIGINAL FLAT OF OWOSSO, AS RECORDED IN LIBER B, PAGE 411, SHIAWASSEE COUNTY RECORDS, DESCRIBED AS: BEGINNING ON THE WEST LINE OF LOT 6, BLOCK 28, AT A POINT WHICH IS 132 FEET SOUTH OF THE NORTHWEST CORNER, THENCE CONTINUING SOUTH ALONG SAID WEST LINE 4 FEET, THENCE EAST 16 FEET, THENCE NORTH 4 FEET, THENCE WEST 16 FEET TO THE POINT OF BEGINNING.

Motion supported by Councilperson Horvath.

Roll Call Vote.

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

NAYS: None.

**RULES FOR ADDRESSING MEETINGS OF CITY COUNCIL**

There was discussion regarding Robert's Rules of Order and making minor changes to the proposed language.

Motion by Mayor Pro-Tem Owen to add a new paragraph 6 to the Rules for Addressing a Meeting of City Council (current paragraph 6 would become paragraph 7) as follows:

- 6. In addition to the opportunities to address the City Council described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council provided that members of the Council have been given the floor by the Mayor to pose such questions.

Motion supported by Councilperson Ford.

Roll Call Vote.

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

NAYS: None.

**CHANGE ORDER**

There was general discussion regarding why the City was not able to pay for the radio at the time of purchase, the need for Council approval of all expenses over \$5,000, using incentive plans to encourage saving money, and where the money comes from for emergency purchases.

Motion by Councilperson Harvey to authorize a Change Order to the emergency purchase with Blumerich Communication Service Inc. for the base station radio at the fire department increasing the amount by \$669.00 to \$7,050.00.

Motion supported by Councilperson Bruff.

Roll Call Vote.

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

NAYS: None.

## **COMMUNICATIONS**

John F. Archer, Building Official. June 2006 Building Department Report.  
John F. Archer, Building Official. July 2006 Building Department Report.  
John F. Archer, Building Official. June 2006 Code Violations Report.  
John F. Archer, Building Official. July 2006 Code Violations Report.  
Michael T. Compeau, Public Safety Director. July 2006 Police Department Report.  
Michael T. Compeau, Public Safety Director. July 2006 Fire Department Report.  
Downtown Development Authority. Minutes of Meeting of August 2, 2006.  
Owosso Zoning Board of Appeals. Minutes of Meeting of July 25, 2006.  
Owosso Historical Commission. Minutes of Meeting of July 18, 2006.  
Shiawassee District Library. Minutes of Meeting of May 24, 2006.

There was general comment regarding the clear percentage for the police department and work done on the bridge at Harmon Patridge Park.

## **CITIZEN COMMENTS AND QUESTIONS**

Burton Fox, 216 East Oliver Street, commented on the changes to the Rules for Addressing Meetings of City Council.

John Fogus, 1403 George Street, commented further on his desire to close the south end of George Street.

Kevin M. Brown, 217 Curwood Castle Drive, commented on the great entertainment at the amphitheater, doing further research to benefit Holman Pool and his desire for a picnic area and signage for Grove Holman Park.

Gary Martenis, 705 Lingle Avenue, commented on his desire to receive immediate answers from Council during the Citizen Comments and Questions periods.

City Manager Guetschow commented on safety standards in regard to the safety of the steps at City Hall.

Mayor Robertson commented on using the handicap entrance to City Hall to avoid the stairs.

Eddie Urban, 601 Glenwood Avenue, encouraged others to have block parties to bring the community closer together.

Betty Coon, 1204 Palmer Avenue, commented on her desire to receive immediate answers from Council during the Citizen Comments and Questions periods and installation of a "No Left Turn" sign on Palmer Street near Baker College.

There was general discussion on the costs of such a sign.

There was Council/Staff discussion regarding installing speed bumps/dips on George Street to slow traffic, using the police to discourage speeding and gathering facts to help reach a good decision on the George Street request.

Councilperson Harvey inquired about sewer problems at Osburn Lakes.

Utilities Director Burk indicated he was not contacted about or aware of any problems.

There was discussion regarding the progress of the smoke testing for the Sanitary Sewer Overflow program.

There was general discussion regarding when Council would receive financial information on this year's expenditures for Holman Pool.

There was Council/Staff discussion regarding the bidding process, why the Baker College drive off of Palmer Street project did not go through the usual bid process, when Council gets to review expenses for the project, and what options they have in paying for the project.

## **ADJOURNMENT**

Motion by Councilperson Ford for adjournment at 8:41 p.m.

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

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Linda L. Robertson, Mayor

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Amy K. Kohagen, Deputy City Clerk