

OWOSSO CITY COUNCIL

JUNE 18, 2007

7:30 P.M.

PRESIDING OFFICER: MAYOR LINDA L. ROBERTSON

OPENING PRAYER: PASTOR JOHN DOWNING
ST JOHNS UNITED CHURCH OF CHRIST

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, Matthew B. Harvey, and Justin R. Horvath.

ABSENT: None.

APPROVE AGENDA

Motion by Councilperson Bruff to approve the agenda as presented with the addition of Item of Business #7 2007/2008 Budget Amendment.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JUNE 4, 2007

Motion by Councilperson Bruff to approve the Minutes of the Regular Meeting of June 4, 2007 as presented.

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

COUNCIL MEMBER APPOINTMENT

Mayor Robertson indicated several letters of interest had been submitted for the open Council position. She announced the procedure for presentations by prospective Council members. City Clerk Amy K. Kohagen drew the names to establish the order of presentation.

The following individuals addressed the City Council for two minutes expressing their interest in the position:

- Joni Forster, 1221 Adams Street
- Daniel Jozwiak, 1504 Shady lane Drive
- Joseph Hammontree, 507 Gilbert Street
- Jon Greenway, 115 Curwood Castle Drive
- Mark Anderson, 106 North Lansing Street
- Philip Heavilin, 645 Glenwood Avenue
- Brent Wesley, 300 East North Street, Apt 15

There was brief discussion of the nomination process.

Councilperson Bruff nominated Joni Forster.
Councilperson Horvath nominated Phil Heavilin.
Councilperson Cline nominated Brent Wesley.

No support for the nominations is required.

Roll Call Vote.

Mayor Pro-Tem Owen	Joni Forster
Councilperson Bruff	Joni Forster
Councilperson Horvath	Phil Heavilin
Councilperson Harvey	Joni Forster
Councilperson Cline	Brent Wesley
Mayor Robertson	Phil Heavilin

There was no majority, the vote was not conclusive.

There was lengthy discussion regarding the advantages of past Council experience as opposed to a new member with no preconceived notions.

Roll Call Vote.

Councilperson Horvath	Phil Heavilin
Mayor Pro-Tem Owen	Joni Forster

Councilperson Harvey	Joni Forster
Councilperson Cline	Brent Wesley
Councilperson Bruff	Joni Forster
Mayor Robertson	Joni Forster

Joni M. Forster was elected by a 4-2 vote of the City Council to fill the vacancy created by the resignation of Joane E. Ford for a term ending November 2007.

City Clerk Amy K. Kohagen administered the oath of office to Ms. Forster. Councilperson Forster was seated at the Council table.

Mayor Robertson called for a short recess at 8:40 p.m.

The meeting returned to session at 8:50 p.m.

PUBLIC HEARINGS

SPECIAL ASSESSMENT DISTRICT NO. 2007-01 Alta Vista Drive from Center Street to Shady Lane Drive

The Public Hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2007-01, for Alta Vista Drive from Center Street to Shady Lane Drive for street reconstruction.

There were no public comments.

The following preamble and resolution were offered by Mayor Pro-Tem Owen and supported by Councilperson Bruff:

RESOLUTION NO. 27-2007

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Alta Vista Drive from Center Street to Shady Lane Drive for street reconstruction, and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$13,819.50 is hereby confirmed and shall be known as Special Assessment Roll No. 2007-01.
2. Said special assessment roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on September 1, 2007, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2007.
3. The installments of the special assessment rolls shall bear interest at the rate of 8% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2007 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Roll Call Vote.

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

NAYS: None.

SPECIAL ASSESSMENT DISTRICT NO. 2007-02 Alturas Drive from Center Street to Shady Lane Drive

The Public Hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2007-02, for Alturas Drive from Center Street to Shady Lane Drive for street reconstruction.

There were no public comments.

The following preamble and resolution were offered by Mayor Pro-Tem Owen and supported by Councilperson Bruff:

RESOLUTION NO. 28-2007

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Alturas Drive from Center Street to Shady Lane Drive for street reconstruction, and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$16,710.45 is hereby confirmed and shall be known as Special Assessment Roll No. 2007-02.
2. Said special assessment roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on September 1, 2007, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2007.
3. The installments of the special assessment rolls shall bear interest at the rate of 8% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2007 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Roll Call Vote.

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

NAYS: None.

SPECIAL ASSESSMENT DISTRICT NO. 2007-03 Chipman Street from Harding Street to North Street

The Public Hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2007-03, for Chipman Street from Harding Street to North Street for street reconstruction.

Mayor Robertson read aloud a letter of protest from the First Free Methodist Church located at 1249 North Chipman Street. There was Council discussion regarding precedence and past practice when churches are specially assessed. It was indicated churches had received no special treatment in the past and the special assessment for Chipman street used the lowest front foot rate charged.

The following preamble and resolution were offered by Councilperson Bruff and supported by Councilperson Cline:

RESOLUTION NO. 29-2007

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Chipman Street from Harding Street to North Street for street reconstruction, and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$30,774.92 is hereby confirmed and shall be known as Special Assessment Roll No. 2007-03.
2. Said special assessment roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on September 1, 2007, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2007.
3. The installments of the special assessment rolls shall bear interest at the rate of 8% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2007 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Roll Call Vote.

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

NAYS: None.

SPECIAL ASSESSMENT DISTRICT NO. 2007-05 Oliver Street from Shiawassee Street (M-52) to First Street

The Public Hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2007-05, for Oliver Street from Shiawassee Street (M-52) to First Street for street reconstruction.

There were no public comments.

There was discussion regarding if work on Oliver Street would be performed in conjunction with the reconstruction of the Oliver Street Bridge.

The following preamble and resolution were offered by Councilperson Bruff and supported by Councilperson Forster:

RESOLUTION NO. 30-2007

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Oliver Street from Shiawassee Street (M-52) to First Street for street reconstruction, and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$22,579.37 is hereby confirmed and shall be known as Special Assessment Roll No. 2007-05.
2. Said special assessment roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on September 1, 2007, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2007.
3. The installments of the special assessment rolls shall bear interest at the rate of 8% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2007 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Roll Call Vote.

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

NAYS: None.

SPECIAL ASSESSMENT DISTRICT NO. 2007-06 Oliver Street from First Street to Chipman Street

The Public Hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2007-06, for Oliver Street from First Street to Chipman Street for street reconstruction.

There were no public comments.

The following preamble and resolution were offered by Councilperson Harvey and supported by Councilperson Bruff:

RESOLUTION NO. 31-2007

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Oliver Street from First Street to Chipman Street for street reconstruction, and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

5. Said special assessment roll as prepared by the City Assessor in the amount of \$59,983.00 is hereby confirmed and shall be known as Special Assessment Roll No. 2007-06.
6. Said special assessment roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on September 1, 2007, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2007.
7. The installments of the special assessment rolls shall bear interest at the rate of 8% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2007 and shall be paid annually on each installment due date.
8. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Roll Call Vote.

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

NAYS: None.

SPECIAL ASSESSMENT DISTRICT NO. 2007-07 Shady Lane Drive from Meadow Drive to Alta Vista Drive

The Public Hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2007-07, for Shady Lane Drive from Meadow Drive to Alta Vista Drive for street reconstruction.

There were no public comments.

The following preamble and resolution were offered by Mayor Pro-Tem Owen and supported by Councilperson Forster:

RESOLUTION NO. 32-2007

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement: Shady Lane Drive from Meadow Drive to Alta Vista Drive for street reconstruction, and

WHEREAS, after hearing all persons interested therein and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

9. Said special assessment roll as prepared by the City Assessor in the amount of \$6,088.05 is hereby confirmed and shall be known as Special Assessment Roll No. 2007-07.
10. Said special assessment roll shall be divided into ten (10) equal annual installments, the first of which shall be due and payable on September 1, 2007, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2007.
11. The installments of the special assessment rolls shall bear interest at the rate of 8% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2007 and shall be paid annually on each installment due date.
12. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach his warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Betty Coon, 1204 Palmer Avenue, commended Council for their actions during the Council nomination process.

Gary Martenis, 705 Lingle Avenue, commented on the possible elimination of junior fare discount for SATA, inquired about the purpose of City owned properties, and inquired about the status of establishment of a cable commission.

Burton Fox, 216 East Oliver Street, commended Council for their choice in appointing a new Council member, inquired about the time and date of the meeting seeking citizen comment on the new city manager, and asked that a meeting be set up to discuss the future of the cable channels.

Interim City Manager Cook indicated the citizen comment meeting will be held July 16, 2007 at 6:00 p.m. prior to the regular Council meeting.

County Commissioner Daniel Stewart gave an update of actions taken by the County Board of Commissioners and indicated they will be meeting once per month during the summer to save money.

Eddie Urban, 601 Glenwood Avenue, commented on many Council candidates leaving after the Council appointment was made and the availability of hearing devices for the meeting.

Councilperson Cline commented on effort to stop semis from parking on the Vaungarde and railroad properties and unmowed City property.

CONSENT AGENDA

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

Set Public Hearing – Westtown Corridor Improvement Authority. The following resolution was authorized setting a public hearing for July 16, 2007 to receive citizen comment regarding the establishment of a Westtown Corridor Improvement Authority:

RESOLUTION NO. 33-2007 RESOLUTION OF INTENT WESTTOWN CORRIDOR IMPROVEMENT AUTHORITY

Whereas, the Westtown Merchants Association has conducted informational meetings with businesses on the M-21 and S. Shiawassee Street corridors about the benefits of the Corridor Improvement Authority Act, Michigan Public Act 280, of 2005 and gained support for pursuing the establishment of an Authority, and;

Whereas, the City Council of the City of Owosso has determined it necessary for the best interests of the public to redevelop the Main Street commercial corridor west of M-52 and the commercial corridor of a contiguous portion of S. Shiawassee Street on the west side of the street, and to promote economic growth; and

Whereas, the Council finds that the proposed development area meets the criteria of Section 5 of the act, to wit:

- The parcels in the Authority are adjacent to a road classified as an arterial or collector as defined by the Federal Highway Administration;
- The Authority District contains at least 10 contiguous parcels or at least 5 contiguous acres;
- More than ½ of the existing ground floor square footage in the development area is classified as commercial real property under section 34c of the general property tax act;
- Residential use, commercial use, or industrial use has been allowed and conducted under the zoning ordinance or conducted in the entire development area for the immediately preceding 30 years;
- The parcels are presently served by municipal sewer and water;
- The area is zoned for mixed use that includes high density residential use;
- The municipality agrees to the following:
 1. to expedite the local permitting and inspection process in the development area;
 2. to modify its master plan to provide for walkable, nonmotorized interconnections including sidewalks and streetscapes throughout the development area; and

Whereas, the Council must conduct a public hearing and provide notice to the public, affected property owners and the local and state taxing jurisdictions with a boundary description and means of providing comment on the proposed Authority, and

Whereas, PA 280 of 2005 requires that the Authority establishment become an ordinance of the City of Owosso City Code,

Now Therefore Be it Resolved, that the City Council of the City of Owosso adopts this resolution of intent to establish a Corridor Improvement Authority that includes the following described parcels,

ADDRESS	LEGAL DESCRIPTION
1318 W. MAIN	SEC 14 COM ON NE COR MAIN & ELLIOTT STS N 132' E 66' S 132' W TO BEG
1314 W MAIN	SEC 14 COM 66' E OF NE COR MAIN & ELLIOTT STS N 132' E TO AARR R/W SE'LY TO N LN OF MAIN ST W TO BEG (EX E 170' BEING 170' ON MAIN ST)
1302 W MAIN	SEC 14 COM ON N LN OF MAIN ST ON W LN OF AARR R/W W 170' N 141' E 45' SE'LY ALG RR 189'4" TO BEG
1232 W. MAIN PARCEL A	SEC 14 COM 340' W & 112' N OF SE COR OF SEC TH W 226' TO AARR N W'LY ALG RR 231' E PAR WITH MAIN ST 405' S'LY 175' TO BEG
1232 W MAIN PARCEL B	PRT OF SEC 14 T7N R2E DESCR AS BEG ON N LN MAIN ST 322' W OF SE COR OF SD SEC, N 106' M/L, W 245' TO AARR, S 41'E TO N LN MAIN ST, E ALNG MAIN ST R/W TO POB
1216 W MAIN	COMM ON THE N LN OF MAIN ST 178' W OF E LN SEC 14 TH N 11' TO POB TH CONT N'LY 273' TH W'LY 136' TH S'LY ALG CENTER LN CHIPMAN CRK SEWER 174.5' TO A PT 106' N & PAR W/N LN MAIN STREET TH E'LY ALG SD LN 18.80' TH S 106' TH E'LY TO POB
1200 W MAIN	COMM 21' W OF SE COR SEC 14 TH N 03*08' 32" E 20.17' TO POB TH N'LY 266.83' TH W 157' TH S'LY 273' TH E'LY 150' TH NE'LY 12.84' TO POB
114 ROBBINS ST	S 36' LOT 1 BLK 15 CITY ASSESSORS PLAT 3
1301 W MAIN	LOT 1 (EX S 36') BLK 15 CITY ASSESSORS PLAT 3
1231 W MAIN	LOTS 7 & 12 & 13 (EXC S 15' OF LOT 13),ALSO EXC COM AT SW COR OF SD LOT 13,N'LY 15' ALONG W LN OF SD LOT- E'LY 60' PARALLEL WITH S LN OF SD LOT 13 TO POB; N'LY 9.5', E'LY 105' M/L TO E LN SD LOT 13', S'LY 14' M/L ALNG E LN OF SD LOT 13 TO A PT WHICH IS 15' N'LY OF THE SE COR OF SD LOT 13, W'LY 105' M/L TO POB. ALSO EXC, BEG AT A POINT THAT IS S01*27'20"W, ON W LN OF BLK 14. 303.10' FROM NW COR OF SAID BLK 14, TH S89*54'00"E, 49.26', TH S01*29'18"W, 23.09', TH S89*17'03"E, 1.60', TH S01*29'18"W, 60.99', TH N88*42'05"W, 50.81' TO W LN OF BLK

1231 W. MAIN (cont.)	14, TH N01*27'20"E, 84.75' TO POB. ASSESSOR'S PLAT NO. 3.
201 ROBBINS ST	A PART OF LOTS 12 & 13, BLK 14, CITY ASSESSOR'S PLAT NO. 3; BEG AT A POINT THAT IS S01*27'20"W, ON W LN OF BLK 14. 303.10' FROM NW COR OF SAID BLK 14, TH S89*54'00"E, 49.26', TH S01*29'18"W, 23.09', TH S89*17'03"E, 1.60', TH S01*29'18"W, 60.99', TH N88*42'05"W, 50.81' TO W LN OF BLK 14, TH N01*27'20"E, 84.75' TO POB. .098 ACRES M/L. SUBJECT TO ESMT FOR INGRESS AND EGRESS.
1221 W MAIN	LOT 6 & W 6' OF LOT 5 ALSO LOT 8 (EX E 238' THEREOF) & N 16' LOT 9 (EX E 238' THEREOF) CITY ASSESSORS PLAT 3 BLK 14
1217 W MAIN	W 4' LOT 3, LOT 4 & E 9' LOT 5 BLK 14 CITY ASSESSORS PLAT 3
1203 W. MAIN	LOT 1 2 & E 57' LOT 3 BLK 14 CITY ASSESSORS PLAT NO 3 EXC BEG AT PT ON N LN LOT 1 WHICH IS 10' W OF NE COR SD LOT TH E 10' TH S 90' TH NWSTLY TO POB ALSO EXC PT OF LOT 1 BEG AT A PT N LOT LN 20' W OF NE LOT CORNER TH E 20' TH S ALG E LOT LN 20' TH NWSTLY TO POB
114 S. CHIPMAN	E 238' OF LOT 8 & N 16' OF E 238' OF LOT 9 BLK 14
GREAT LAKES CENTRAL RR	RR R-O-W MAIN ST TO CHIPMAN ST IN BLK 14 CITY ASSESSOR'S PLAT NO. 3
100-128 N. CHIPMAN	LOTS 1 2 3 16 17 & 18 OF BLK 17 ALSO LOT 2 & 3 OF BLK 16 & THE VACATED PORTION OF STATE ST N OF MAIN ST PART OF A L & B O WILLAMS ADD EXC COM AT SW COR LOT 2 TH N 154' TH E 11' TH SW'LY TO POB WHICH IS 2.44' N OF SW COR SD LOT INCL 1/2 CLSD ALLEY
1120 W. MAIN	LOTS 11 12 13 14 & 15 (EX W'LY 10' OF LOT 15 & THE S 11' OF LOTS 11 12 13 & 14 ALSO EX BEG AT A PT ON W LINE OF LOT 15 WHICH IS 30' N OF SW COR OF SD LOT 15 SELY TO A POINT ON S LINE OF SD LOT 14 WHICH IS 7' E OF THE SW COR OF SD LOT 14 THE POB) BLK 17 A L & B O WILLIAMS ADD INCL 1/2 CLSD ALLEY 6'
1110 W MAIN	LOTS 9 10 BLK 17 A L & B O WILLIAMS ADD INCL 1/2 CLSD ALLEY 6' EXC THE S 11' THEREOF
1108 W MAIN	LOTS 6 7 8 BLK 17 A L & B O WILLIAMS ADD INCL 1/2 CLSD ALLEY 6' (EXC THE S 11' THEREOF)
1106 W. MAIN	LOTS 4 & 5 BLK 17 A L & B O WILLIAMS ADD EXC THE S 11' THEREOF INCL 1/2 CLSD ALLEY 6'
1008 W. MAIN	LOT 1 BLK 16 A L & B O WILLIAMS ADD EXC BEG AT SW COR SD LOT TH E ALG LOT LN 44' TH NW'LY TO A PT 2.44' N OF SW COR TH S TO POB
1119 W. MAIN	LOTS 2 3 & 6 BLK A MARY A CHIPMANS ADD EXC AT A PT ON N LN LOT 2 WHICH IS 10' FROM NW COR LOT 2 TH W 10' TH S ON W LN 10' TH NE'LY TO POB
1107 W MAIN	LOT 1 & N 16' OF E 82.5' & W 49.5' OF LOT 4 BLK A MARY A CHIPMANS ADD
1017 W MAIN	W 1/3 LOT 11 ERASTUS BARNES ADD
1015 W MAIN	W 22' OF E 44' LOT 11 ERASTUS BARNES ADD
1013 W MAIN	E 1/3 LOT 11 ERASTUS BARNES ADD
1011 W MAIN	W 1/3 OF LOT 10 ERASTUS BARNES ADD
1009 W MAIN	E 1/2 OF W 2/3 OF LOT 10 ERASTUS BARNES ADD
1005 W MAIN	LOTS 8, 9, 14, 15, 16, E 1/3 LOT 10, E 22' OF N 1/2 LOT 13, E 4' LOT 17, & OUTLOT 1, ERASTUS BARNES' ADD; ALSO, E 172', BLK 1, GEORGE THOMAS ADD; ALSO, PART OF NW 1/4, SEC 24, T7N, R2E, CITY OF OWOSSO, ALSO PART OF LOT 3, BLK 13, CITY ASSESSORS PLAT NO. 3, BEG S89*42'09"E, 204.64' FROM NW COR LOT 11, ERASTUS BARNES' ADD; TH CON S89*42'09"E, 32.12', TH ON A CURVE TO RIGHT HAVING RADIUS OF 2080.00', A CENTRAL ANGLE OF 12*02'38" & CHORD BEARING S14*46'44"E, 436.42', TH S11*41'48"E, 118.76', TH S09*39'38"E, 101.54', TH

1005 W MAIN (cont.)	S27*59'16"E, 158.33', TH S32*47'59"E, 92.63', TH ON A CURVE TO LEFT HAVING RADIUS OF 503.51', A CENTRAL ANGLE OF 34*21'11" AND A CHORD BEARING S50*29'23"E, 297.39', TH S82*41'11"W, 123.95', TH ON A CURVE TO RIGHT HAVING RADIUS OF 2948.54', A CENTRAL ANGLE OF 08*04'02" AND A CHORD BEARING S86*43'12"W, 414.81' TO WESTERLY ROW OF TSBY RAILROAD, TH ON SAID ROW LN ON CURVE TO THE LEFT HAVING RADIUS OF 1382.90', A CENTRAL ANGLE OF 46*11'30" & A CHORD BEARING N00*04'28"W, 1084.94' TO POB.
919 W MAIN	W 86 1/2' OF LOT 7 (EX S 12') ERASTUS BARNES ADD
911 W MAIN	E 2' OF LOT 7 & W 36' LOT 6 INCL VACATED ALLEY IN S 12' THEREOF OF ERASTUS BARNES ADD
907 W MAIN	E 30' LOT 6 ERASTUS BARNES ADD
905 W MAIN	W 1/3 LOT 5 ERASTUS BARNES ADD
901 W MAIN	E 2/3 LOT 5 ERASTUS BARNES ADD
916 W. MAIN	LOT 14 (EX E 4') & S 1/2 OF VAC ALLEY A L & BO WILLIAMS ADD BLK 15
912-14 W. MAIN	LOTS 9 10 & E 4' LOT 14 BLK 15 A L & B O WILLIAMS ADD
910 W. MAIN	LOT 8 BLK 15 A L & B O WILLIAMS ADD
908 W. MAIN	LOT 7 BLK 15 A L & B O WILLIAMS ADD
904 W . MAIN	LOT 5 & 6 BLK 15 A L & B O WILLIAMS ADD
902 W. MAIN	LOT 4 BLK 15 AL & BO WILLIAMS ADD
900 W. MAIN	LOT 3 BLK 15 AL & BO WILLIAMS ADD
N. LANSING	LOT 2 BLK 15 A L & B O WILLIAMS ADD
114 S. LANSING	LOT 18 ERASTUS BARNES ADD
RR	PENN CENTRAL RR R/W THRU ERASTUS BARNES ADD FR LYNN TO W MAIN ST; EXCEPT, PART OF LOT 3, BLK 13, CITY ASSESSORS PLAT NO. 3, BEG S89*42'09"E, 204.64' FROM NW COR LOT 11, ERASTUS BARNES' ADD; TH CON S89*42'09"E, 32.12', TH ON A CURVE TO RIGHT HAVING RADIUS OF 2080.00', A CENTRAL ANGLE OF 12*02'38" & CHORD BEARING S14*46'44"E, 436.42', TH S11*41'48"E, 118.76', TH S09*39'38"E, 101.54', TH S27*59'16"E, 158.33', TH S32*47'59"E, 92.63', TH ON A CURVE TO LEFT HAVING RADIUS OF 503.51', A CENTRAL ANGLE OF 34*21'11" AND A CHORD BEARING S50*29'23"E, 297.39', TH S82*41'11"W, 123.95', TH ON A CURVE TO RIGHT HAVING RADIUS OF 2948.54', A CENTRAL ANGLE OF 08*04'02" AND A CHORD BEARING S86*43'12"W, 414.81' TO WESTERLY ROW OF TSBY RAILROAD, TH ON SAID ROW LN ON CURVE TO THE LEFT HAVING RADIUS OF 1382.90', A CENTRAL ANGLE OF 46*11'30" & A CHORD BEARING N00*04'28"W, 1084.94' TO POB.
100 N. CEDAR	LOTS 2 & 15 BLK 14 A L & B O WILLIAMS ADD
800 W. MAIN	LOT 3 BLK 14 A L & B O WILLIAMS ADD
802-806 W. MAIN	LOTS 4 5 6 7 BLK 14 AL & BO WILLIAMS ADD
810 W. MAIN	LOTS 8 & 9 BLK 14 A L & B O WILLIAMS ADD
814 W. MAIN	LOT 10 BLK 14 A L & B O WILLIAMS ADD
816 W. MAIN	LOT 11 BLK 14 AL & BO WILLIAMS ADD
818 W. MAIN	LOT 12 BLK 14 A L & B O WILLIAMS ADD
820 W. MAIN	LOT 13 BLK 14 A L & B O WILLIAMS ADD
822 W. MAIN	S 1/2 LOT 14 BLK 14 A L & B O WILLIAMS ADD
102-104 N. LANSING	N 1/2 LOT 14 BLK 14 A L & B O WILLIAMS ADD
819 W. MAIN	LOT 4 ERASTUS BARNES ADD (EXC S 16' THEREOF)

817 W. MAIN	W 22' LOT 3 ERASTUS BARNES ADD (EXC S 16' THEREOF)
815 W. MAIN	W 22' OF E 44' LOT 3 ERASTUS BARNES ADD (EXC S 16' THEREOF)
813 W. MAIN	E 22' LOT 3 ERASTUS BARNES ADDN EXC S 16' THEREOF ALSO E 24' LOT 30 ERASTUS BARNES ADDN
811 W. MAIN	W 1/3 LOT 2 ERASTUS BARNES ADD (EXC S 16' THEREOF)
809 W. MAIN	W 22' OF E 44' OF LOT 2 ERASTUS BARNES ADD (EXC S 16' THEREOF)
807 W. MAIN	E 22' OF LOT 2 ERASTUS BARNES ADD (EXC S 16' THEREOF)
801 W. MAIN	LOT 1 (EX S 11.3' THEREOF) ERASTUS BARNES ADD
114 S. CEDAR	E 1/2 LOT 31 ERASTUS BARNES ADD INCLUDING 1/2 CLOSED ALLEY
737 W. MAIN	N 148.5' LOT 5 BLK 18 A L & B O WILLIAMS ADD
731 W. MAIN	COM AT NW COR LOT 4 BLK 18 A L & B O WILLIAMS ADD TH S 150' E 65' N 150' W 65' ALSO BEG AT NE COR SD DESC S 121' E 10' N 121' W 10' TO POB FOR USE AS ALLEY (JOINT OWNERSHIP ON SD 10')
727 W. MAIN	PRT OF LOT 4 BLK 18 A L & B O WILLIAMS ADD DESCR AS COM AT NE COR LOT 4, S 156' W 43', N 156', E TO POB (EXC BEG AT THE NW COR LOT 4, S 150', E 65', N 150', W 65' TO POB)
723 W. MAIN	N 170' OF LOT 3 BLK 18 OF A L & B O WILLIAMS ADD
705-707 W. MAIN	N 148' OF E 66' LOT 1, N 132' OF W 66' LOT 1, N 1/2 LOT 2 AND N 16.50' OF E 33' OF S 1/2 LOT 2 ALL IN BLK 18 A L & B O WILLIAMS ADD TO CITY
114 N. CEDAR	LOT 12, BLOCK 13, AL & BO WILLIAMS ADDITION
738 W. MAIN	LOTS 13 & 14 BLK 13 A L & B O WILLIAMS ADD
728 W. MAIN, PARCEL A	LOT 9 BLK 13 A L & B O WILLIAMS ADD
702 W. MAIN	LOTS 1 THRU 8 BLK 13 A L & B O WILLIAMS ADD
728 W. MAIN, PARCEL B	LOTS 10 & 11, BLK 13 A L & B O WILLIAMS ADDN
616 W. MAIN	S 72' OF LOT 3 BLK 7 LUCY L COMSTOCKS ADD
612 W. MAIN	LOT 4 BLK 7 LUCY L COMSTOCKS ADD
606 W. MAIN	LOT 7 BLK 7 LUCY L COMSTOCKS ADD
602 W. MAIN	LOT 8 BLK 7 LUCY L COMSTOCKS ADD
601 W. MAIN	BLK 19 AL & BO WILLIAMS ADD EXC SW COR 66' E & W BY 132' N & S ALSO SE COR 132' W & E BY 66' N & S
513 W. MAIN	LOTS 4, 5, 6, 7 AND N 9' OF W 11' LOT 3 BLK 20 A L & B O WILLIAMS ADD
511 W. MAIN	W 42' OF N 91' LOT 2 BLK 20 A L & B O WILLIAMS ADD
202 S. SHIAWASSEE	E 91' LOT 1 BLK 21 A L & B O WILLIAMS ADD
206 S. SHIAWASSEE	LOT 2 BLK 21 A L & B O WILLIAMS ADD
210 S. SHIAWASSEE	N 23' LOT 3 BLK 21 A L & B O WILLIAMS ADD
214 S. SHIAWASSEE	LOT 3 (EX N 23') BLK 21 A L & B O WILLIAMS ADD
502 GENESEE	E 1/2 LOT 4 BLK 21 A L & B O WILLIAMS ADD
508 GENESEE	W 1/2 LOT 4 BLK 21 A L & B O WILLIAMS ADD
509 GENESEE	W 35' LOT 1 BLK 25 A L & B O WILLIAMS ADD
211 S. ELM	LOTS 5-10 BLK 21 & LOTS 6 7 10 BLK 25 A L & B O WILLIAMS ADD & ABUTTING CLSD GENESEE ST
520 W. MAIN	LOTS 2 3 7 8 9 & S 85' LOT 6 BLK 8 LUCY L COMSTOCKS ADD
500 W. MAIN	LOTS 5 & 10 BLK 8 LUCY L COMSTOCKS ADD
507 BRADLEY	LOT 4 BLK 8 LUCY COMSTOCKS ADD
302 S. SHIAWASSEE	LOT 1 BLK 25 (EX W 35') A L & B O WILLIAMS ADD
308-310 S. SHIAWASSEE	LOT 2 BLK 25 A L & B O WILLIAMS AD

314 S. SHIAWASSEE	LOT 3 BLK 25 A L & B O WILLIAMS ADD INCLUDING 1/2 CLOSED ALLEY
318 S. SHIAWASSEE	LOT 4 (EX COM S W COR LOT 4 TH E 40' N'WSTLY TO A PT 33' N OF SW COR LOT 4 S 33' TO BEG BLK 25 A L & B O WILLIAMS ADD INCLUDING 1/2 CLOSED ALLEY
317 S. ELM	LOTS 16 & 17 INCL W 1/2 ADJ VAC HOWELL ST EXC W 7' OF LOT 16 BLK 23 ALSO LOTS 1 THRU 8 INCL ADJ N 20' VAC CASS & W 1/2 ELM & E 1/2 HOWELL STS EXC PRT OF LOT 1 DESCR AS BEG 7.68' W OF NE COR OF SD LOT 1 - W 119.47' - S 2.8' - NE'LY 119.5' TO POB BLK 24 ALSO LOTS 5 8 & 9 INCL W 1/2 VAC ALLEY ADJ TO LOT 5 & PRT OF LOT 4 DESCR AS BEG AT SW COR LOT 4 - E 40' - NW'LY TO A PT 33' N OF SW COR LOT 4 - S TO BEG INCL E 1/2 VAC ALLEY ADJ TO THIS PRT OF LOT 4 ALSO INCL N 20' ADJ VAC CASS ST & E 1/2 VAC ADJ S ELM ST ALL ON A L & B O WILLIAMS ADDN

and Furthermore,

Be it Resolved, that a public hearing to consider the establishment of the Authority is scheduled for the regular meeting of the City Council on July 16, 2007 at 7:30 p.m..

Bid Award. Approved the low bid of Searles Gravel for 22A Gravel for the fiscal years 2007/2008 and 2008/2009 in the amount of \$6.56 per ton and \$7.12 per ton respectively and approved payment at those unit prices.

Bid Award. Approved the low bid of Kemira Co., Inc. for Ferric Chloride for the 2007/2008 fiscal year in the amount of \$0.4987 per pound of iron (total estimated contract \$42,000.00) and approved payment at the unit price.

Bid Award. Approved the low bid of KA Steel for Sodium Hypochlorite for the 2007/2008 fiscal year in the amount of \$0.655 per gallon with a \$75.00 per load split delivery charge (total estimated contract \$36,000.00) and approved payment at the unit price plus delivery charge.

Bid Award. Approved the low bid of Carmeuse for Quicklime for the 2007/2008 fiscal year in the amount of \$126.96 per ton (total estimated contract \$120,000.00) and approved payment at the unit price.

Bid Award. Approved the low bid of Highway Maintenance and Construction Co. for the 2007 Sealcoat and Slurry Program in the amount of \$78,509.20 and approved payment up to the bid amount.

Bid Award. Approved the low bid of Spartan Asphalt for the 2007 HMA Ultra Thin Overlay Program in the amount of \$37,800.00 and approved payment up to the bid amount.

Contract Payment. Authorized Progress Payment #5 to Glaeser Dawes for replacement and relocation of the water main at the Woodard Station development in the amount of \$9,997.00.

Contract Payment. Authorized Progress Payment to Fishbeck, Thompson, Carr and Huber for Oliver Street Bridge preliminary design work covering the time period from April 21, 2007 through May 18, 2007 in the amount of \$4,029.81.

Boards and Commissions Appointments. Approved the following Mayoral appointments:

Name	Board/Commission	Term Expires
Kent Telesz	Building Board of Appeals	June 30, 2010
Richard Hornus	Building Board of Appeals	June 30, 2010
Charles Kincaid	Shiawassee District Library Board	June 30, 2011
Brent Smith	Historical Commission (Ex-officio member)	June 30, 2010

Warrant No. 345. Accept Warrant No. 345 as follows:

Vendor	Description	Fund	Amount
Brown & Stewart, PC	Professional Services covering the period of May 14, 2007 to June 12, 2007.	General	\$14,771.64

Motion supported by Councilperson Harvey.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

CITY BUDGET AMENDMENT

Motion by Councilperson Horvath to adopt the 2006-2007 Amended Budget with contingent appropriation from fund balance in the General Fund of an amount equal to any reduction in state revenue sharing affecting the fiscal year ending June 30, 2007 that is approved by the Governor subsequent to tonight's action as follows:

	2005-2006 ACTUAL	2006-2007 ADOPTED	2006-2007 AMENDED	2007-2008 ADOPTED
GENERAL FUND REVENUE SUMMARY:				
Property Taxes	3,262,910	3,471,650	3,388,275	3,709,225
Local Sources	1,130,705	1,685,700	1,190,825	1,110,300
Federal Grants	59,419	-	16,800	893,900
State Shared	1,800,187	1,819,000	1,710,000	1,500,000
Other Financing Sources	-	-	355,175	876,175
TOTAL REVENUES	6,253,221	6,976,350	6,661,075	8,089,600

GENERAL FUND EXPENDITURE SUMMARY:				
Management	1,787,141	1,711,150	1,817,350	1,727,625
Public Safety	3,248,099	3,985,250	3,237,900	3,842,600
Community Development	254,462	265,375	270,275	262,650
Public Services	1,048,088	1,067,750	1,165,150	1,169,225
Recreation	245,859	271,400	328,550	1,169,200
Transfers	272,952	333,900	500,600	582,450
Administrative Reimbursement	(629,919)	(658,475)	(658,750)	(664,150)
TOTAL EXPENDITURES	6,226,682	6,976,350	6,661,075	8,089,600

SPECIAL REVENUE REVENUE SUMMARY:

Major Fund

Special Assessments	37,805	182,700	182,700	184,125
Federal Grant	17,900	176,000	219,400	-
State Sources	813,628	862,300	1,226,975	2,524,700
Local Sources	135,626	91,350	276,250	566,325
Other Financing Sources	90,250	-	-	116,000
Total Major Fund	1,095,209	1,312,350	1,905,325	3,391,150

Local Fund

Special Assessments	63,285	135,975	135,975	74,700
State Sources	281,631	297,000	282,300	273,200
Local Sources	374,096	418,400	424,725	309,975
Other Financing Sources	15,500	-	-	-
Total Local Fund	734,512	851,375	843,000	657,875

CDBG Fund

Federal Grant	21,900	-	28,100	-
Local Sources	71,296	53,425	35,000	13,050
Other Financing Sources	-	631,575	393,475	521,950
Total CDBG Fund	93,196	685,000	456,575	535,000

Historical Fund

Local Sources	66,011	43,225	35,550	48,350
Other Financing Sources	-	-	5,325	9,000
Total Historical Fund	66,011	43,225	40,875	57,350

SPECIAL REVENUE EXPENDITURE SUMMARY:

Major	1,095,209	1,312,350	1,905,325	3,391,150
Local	734,512	851,375	843,000	657,875
CDBG	24,600	685,000	456,575	535,000

Historical	41,243	43,225	40,875	57,350
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COMPONENT UNITS REVENUE SUMMARY

Brownfield Authority

Property Taxes	13,204	18,725	18,900	27,300
Grant	8,804	900,000	-	-
Other Financing Sources		1,100,000	214,000	435,000
Total Brownfield Authority	22,008	2,018,725	232,900	462,300

LDFA

Property Taxes	81,289	79,625	79,900	90,850
Local Sources	33,922	-	-	-
Other Financing Sources		-	-	17,000
Total LDFA	115,211	79,625	79,900	107,850

DDA

Property Taxes	450,904	468,550	461,925	363,600
Local Sources	511	-	125	-
Other Financing Sources	6,940	185,000	9,325	-
Total DDA	458,355	653,550	471,375	363,600

COMPONENT UNIT EXPENDITURE SUMMARY:

Brownfield Authority	15,530	2,019,600	232,900	462,300
LDFA	115,211	44,175	44,175	107,850
DDA	458,355	641,700	471,375	363,600

Motion supported by Councilperson Horvath.

Roll Call Vote.

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

NAYS: None.

RED CROSS MOBILE FOOD PANTRY PERMISSION

Motion by Mayor Pro-Tem Owen to approve the application of the Red Cross for use of the Park Street and Mason Street Parking Lot (Lot #1) on June 30, 2007 from 5:00 am to 12:00 noon for a mobile food pantry and authorize Traffic Control Order No. 1190 formalizing such.

Motion supported by Councilperson Bruff.

Roll Call Vote.

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

NAYS: None.

PROPERTY SALE – 615 CASS STREET

It was noted that TiAL had formed a new LLC and the purchase agreement reflected the change.

Motion by Mayor Pro-Tem Owen to authorize the following purchase agreement and further authorize the Mayor and City Clerk to execute appropriate documents.

AGREEMENT FOR PURCHASE OF REAL ESTATE

THE PURCHASER, the R.G.J., L.L.C., a Michigan limited liability company, 615 West Cass Street, Owosso, Michigan 48867, or a new owner with common ownership, hereby offers and agrees to purchase, and the SELLER, the City of Owosso, a Michigan municipal corporation, 301 West Main Street, Owosso, Michigan 48867, hereby agrees to sell, land situated in the City of Owosso, Shiawassee County, Michigan upon the following terms and conditions.

1. PROPERTY DESCRIPTION: A parcel of vacant land, together with all buildings, structures, rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon, which is currently an industrial property (the "Property"). The legal description of the parcel is as follows:

Lot 11 and the West 132 feet of Lots 7, 8, 9 and 10, Block 26 of A.L. and B.O. Williams Addition to the City of Owosso, Shiawassee County, Michigan, except the South 30 feet of the West 132 feet of Lot 7, together with an easement for ingress and egress on a strip of land off the south side of Lot 6 of Block 26 and a strip of land off the East 43.5 feet of Lot 7 of Block 26, being 20 feet wide on the west end and 24 feet wide on the east end.

2. PURCHASE PRICE: PURCHASER shall pay therefore the sum of Twenty Three Thousand and No/100 (\$23,000.00) Dollars (the "Purchase Price"),
3. DEPOSIT: There shall be no deposit.
4. METHOD OF CLOSING: The sale shall be consummated by the delivery of a Warranty Deed conveying fee simple marketable title with the balance of the purchase price to be paid in cash or by certified check at the time of closing.
5. TAXES: Purchaser shall commence paying any real and personal property taxes attributable to the Property billed after the closing.
6. CLOSING FEES: Any closing fees charged for services rendered by an escrow company shall be paid by the Seller.
7. CONDITIONS PRECEDENT. The obligations of Seller and Purchaser under this Agreement are conditioned upon the satisfaction of each of the following conditions:
 - (i) Purchaser, in Purchaser's sole discretion, obtaining a Survey, surveyor's report and surveyor's certificate.
 - (ii) Seller will provide Purchaser with a Baseline Environmental Assessment in a form that will protect Purchaser from liability for existing environmental contamination. The Property may contain fill material and Purchaser shall benefit from the remediation by Seller of such conditions if a Brownfield Revelopment Plan is adopted by the Owosso City Council and State of Michigan.
 - (iii) Purchaser grants Seller an easement for sidewalk and landscaping on the east 10 feet of the following described parcel in the City of Owosso, Shiawassee County, Michigan:

Lots 2, 3, 4, 5, 6 and the East 43 1/2 feet of Lots 7, 8, 9, 10 and the South 1/2 of Lot 13, Block 26 of A. L and B. O. Williams Addition to the City of Owosso, except the South 20 feet of Lot 7 and the South 24 feel of Lot 6 and the railroad right-of-way of Lot 2

for the sum of One and No/100 (\$1.00) Dollar. Said easement shall provide that the extent and nature of the landscaping shall be at the mutual consent of the parties.
 - (iv) Seller intends to vacate the portion of Elm Street highlighted on the plat map attached hereto as Exhibit A. The purpose of the vacation is to eliminate a railroad crossing without a signal. Purchaser shall consent to the vacation of the above referenced portion of Elm Street with the provision that Seller may reserve or retain an easement for any utilities on or in said portion of Elm Street.
 - (v) If Purchaser and Seller fail to satisfy or be satisfied with any one or more of the contingencies set forth above, or if Purchaser determines, at Purchaser's sole and absolute discretion, or for any reason whatsoever, to terminate this Agreement, within the inspection and approval period as defined in paragraph 9, below, then Purchaser may, on or before expiration of the inspection and approval period, as defined in paragraph 9, below, terminate this Agreement by giving written notice thereof to Seller, and this Agreement shall be deemed to be null and void and of no further force or effect, and Purchaser

and Seller shall have no further rights, obligations, or liabilities under this Agreement.

8. INSPECTION: Purchaser and its employees, agents, and representatives shall at all times before Closing, have the privilege, opportunity, and right to enter upon the Property to inspect, examine, and perform surveys, soil tests, borings, structural analysis and tests, and any other tests needed to determine structural surface, subsurface, and topographic conditions of the Property, or for any other reasons deemed necessary by Purchaser for the satisfaction of the conditions set forth in paragraph 7, above.

9. INSPECTION AND APPROVAL PERIOD: From the Effective Date, Purchaser shall have until the closing date (the "Inspection and Approval Period") to inspect the Property in the manner set forth in paragraph 8 above; and to obtain such other studies, tests, determinations, assessments and approvals, including but not limited to structural testing and inspection, site plan approval, easements, licenses, variances, curb cuts, and as otherwise set forth in paragraph 7, above, and any other determinations, assessments and approvals that are necessary to permit Purchaser's intended use of the Property, as deemed in Purchaser's sole discretion. Any delay by Seller in performing its obligations pursuant to this Agreement shall result in an extension of the Inspection and Approval Period equal to the length of the delay.

10. CLOSING: The consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held no later than June 30, 2007. Closing shall take place at the title company, or such other location, as the Seller and Purchaser may mutually agree in writing.

11. TITLE INSURANCE: As evidence of title, Seller shall obtain, at Seller's sole cost and expense, a commitment for title insurance issued by a title company for a policy of title insurance from an underwriter acceptable to Purchaser, insuring title without exceptions. The commitment shall be for an amount not less than Twenty Three Thousand and No/100 (\$23,000.00) Dollars and shall bear a date later than the Effective Date. The commitment for title insurance shall be updated immediately prior to closing and shall show no exceptions, objectionable matters or defects, other than those which may be permitted by Purchaser. All costs associated with the title policy in the form required shall be the sole responsibility of the Seller.

12. OBJECTIONS TO CONDITION OF TITLE: If objection to the title is made by the Purchaser, then Seller shall have 30 days after it is notified in writing of the particular defects claimed to employ its good faith efforts to procure a cure for the defects. In the event the Seller is unable through the exercise of its good faith efforts to procure a cure for the claimed defects to the Purchaser's satisfaction within 30 days after notice is given to Seller, then, at Purchaser's sole option, Purchaser may (i) take title to the Property despite the existence of objectionable matters, (ii) cure the objectionable matters and reduce the Purchase Price in accordance with the amount of money, including but not limited to all attorney fees and costs expended in procuring a cure, or (iii) terminate the agreement, in which case, notwithstanding anything herein to the contrary, all sums deposited by Purchaser shall be immediately refunded to Purchaser and this Agreement shall be deemed null and void and of no further force and effect.

13. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Seller represents, warrants and covenants to Purchaser that:

- (a) Seller (i) has complete and full authority to execute this Agreement and will have at Closing, complete and full authority to convey to Purchaser Good and Marketable Fee Simple Title to the Property that is free and clear of all liens, encumbrances or other exceptions to title other than those exceptions permitted by the Purchaser, in its sole discretion, (ii) will execute and deliver any documents, instruments, and agreements including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iii) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein, as may be required by the Title Company.
- (b) Seller will not further sell, encumber, convey, or assign, or contract to sell, encumber, convey, assign, pledge, or lease all or any part of the Property or restrict the use of all or any part of the Property or take or cause to be taken any action in conflict with this Agreement at any time between the Seller's acceptance hereof and (i) Closing or (ii) the earlier termination of this Agreement pursuant to its terms. Seller additionally hereby represents and warrants that no rights-of-first refusal or similar agreements exist in connection with the Property which would in anyway interfere with Purchaser's ability to purchase the Property as provided herein or which is in any way in contravention of the spirit and intent of this Agreement.
- (c) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction, or decree issued against or imposed upon it or contract to which it is a party or will result in a violation by Seller of any applicable law, order, rule, or regulation of any governmental authority. There is no

action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality, nor does Seller have any knowledge that any such action, suit, proceeding or investigation is threatened.

- (d) Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, in Seller's capacity as the owner of the Property, nor has any such organization, person, individual or governmental agency communicated to Seller anything which Seller believes to be a threat of any such action, litigation or proceeding.
- (e) Seller is not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445(F)(3) and the sale of the Property is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- (f) Seller is not a party to or bound by any contract or agreement of any kind or whatsoever, written or verbal, which might affect the Property.

Except as provided below, in addition to all other rights and remedies of Purchaser set forth herein, Seller shall defend, indemnify and hold Purchaser, its employees, officers, shareholders, members, directors, agents, contractors, assigns and successors-in-interest harmless from and against any and all claims, actions, liabilities, losses, costs, injuries, fines, damages and/or expenses (including reasonable attorneys' fees) resulting from a material breach by Seller of any of the representations, warranties and/or covenants contained in this Agreement. Seller shall have no duty to defend, indemnify nor hold harmless Purchaser, its employees, officers, shareholders, members, directors, agents, contractors, assigns and successors-in-interest from and against any claims, actions, liabilities, losses, costs, injuries, fines, damages and/or expenses (including attorneys fees) resulting from any environmental contamination

In the event of a breach of a representation, warranty or covenant as set forth herein. Purchaser shall promptly notify Seller of same and deliver to Seller such information as is necessary to enable Seller to defend, protect and hold Purchaser harmless from and against the indemnified liability. Counsel for Seller shall be subject to the approval of Purchaser, which approval shall not be unreasonably withheld or delayed. Purchaser shall cooperate with Seller at Seller's cost in the defense of the indemnified liability. Seller shall keep Purchaser regularly advised as to the status of the defense of the indemnified liability, including, without limitation, any settlement negotiations in connection therewith.

14. MISCELLANEOUS:

- (a) **Governing Law:** This purchase agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.
- (b) **Entire Agreement:** This Agreement constitutes the entire, integrated agreement between the parties, and supersedes all prior written and unwritten negotiations, agreements, proposals and understandings. This Agreement shall not be orally amended, modified, superseded, or canceled, it being specifically understood that any of the terms, covenants, representations and conditions contained herein may be amended only by written instrument executed by all parties.
- (c) **Binding Effect:** The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- (d) **Assignment:** This Agreement may be assigned or transferred by Purchaser at any time without the consent of Seller, provided the Assignee agrees to be specifically bound by the terms of this Agreement. Upon such assignment, Purchaser shall have no further or other obligations or liabilities hereunder.
- (e) **Counterparts:** This Agreement may be executed in counterparts each of which may be deemed an original, and all such counterparts together shall be deemed one and the same agreement.
- (f) **Survival:** All warranties, covenants, duties and representations made herein shall survive closing.

15. **BROKERS:** If either party has used a broker, it shall be that party's responsibility to compensate its broker.

16. **EFFECTIVE DATE:** If this Agreement is not signed simultaneously by Seller and Purchaser it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the tenth (10th) calendar day following signature by the offering party. Effective date shall mean the date upon which this Agreement is accepted by the parties to whom the offer is made. Acceptance shall be deemed to have been made on the date the fully executed Agreement is received by the party first executing the Agreement.

17. **NOTICES:** All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

IF TO SELLER:
City of Owosso
301 West Main Street
Owosso, Michigan 48867
ATTENTION: Larry D. Cook
Fax No.: (989) 725-0526

IF TO PURCHASER:
R.J.G., L.L.C.

ATTENTION: Gregg Jones
Fax No. _____

WITH A COPY TO:
William C. Brown, City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
ATTENTION: William C. Brown
Fax No. (989) 729-9066

WITH A COPY TO:

ATTENTION: _____
Fax No. _____

SANITARY SEWER OVERFLOW CONTROL PROGRAM PLAN ADOPTION

There was general discussion regarding costs for residents with illicit hook-ups, possible financing to allow residents to remedy their illicit hook-ups, future Council decisions, and what tonight's decision entails.

Motion by Councilperson Bruff to authorize the following resolution adopting the final program plan and designating Utilities Director Gary M. Burk as the authorized representative for all activities associated with the project:

**RESOLUTION NO. 34-2007
RESOLUTION ADOPTING A FINAL PROJECT PLAN
FOR CITY OF OWOSSO WASTEWATER SYSTEM IMPROVEMENTS
AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Owosso recognizes the need to make improvements to its existing wastewater collection system; and

WHEREAS, the City of Owosso authorized Orchard, Hiltz, and McCliment, Inc. to prepare a Project Plan, which recommends phased improvements to reduce peak flows resulting from excessive inflow and infiltration to the City wastewater collection system from traditional public sector sources and non-traditional private sector sources; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 4, 2007 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the City of Owosso formally adopts said Project Plan and agrees to implement the selected alternative, designated as Principle Alternative 4 Public and Private Inflow and Infiltration Removal.

BE IT FURTHER RESOLVED, that the City's Director of Utilities, a position currently held by Gary Burk, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund loan to assist in the implementation of the selected alternative.

Motion supported by Councilperson Harvey.

Roll Call Vote.

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

NAYS: None.

SATA CONTRIBUTION

There was discussion regarding the formula used by SATA to calculate the City's portion of SATA's funding, crediting the City for in-kind services it provides, and current efforts to eliminate inefficiencies.

Motion by Mayor Pro-Tem Owen to table the issue until the July 2, 2007 meeting and ask Larry Alpert to be present to answer questions.

Motion supported by Councilperson Horvath.

Roll Call Vote.

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

NAYS: None.

POLICE OFFICER VACANCY

There was discussion regarding current staffing levels in the police department, other impending vacancies, a timeline for hiring a new officer, entry level pay vs. overtime cost savings, and where most applicants originate.

Motion by Councilperson Bruff to authorize the hire of a new police officer to fill the current vacancy.

Motion supported by Councilperson Forster.

Roll Call Vote.

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

NAYS: None.

2007/2008 BUDGET AMENDMENT

Motion by Mayor Pro-Tem Owen to amend the 2007/2008 budget to reflect the repeal of the 1% administration fee charged on the collection of City taxes which includes City operational, City debt, Holman Pool, and the Downtown Development Authority levy as follows:

	2007-2008 ADOPTED	2007-2008 AMENDED
GENERAL FUND REVENUE SUMMARY:		
Property Taxes	3,709,225	3,670,725
Local Sources	1,110,300	1,110,300
Federal Grants	893,900	893,900
State Shared	1,500,000	1,500,000
Other Financing Sources	876,175	914,675
TOTAL REVENUES	8,089,600	8,089,600
GENERAL FUND EXPENDITURE SUMMARY:		
Management	1,727,625	1,727,625
Public Safety	3,842,600	3,842,600
Community Development	262,650	262,650
Public Services	1,169,225	1,169,225
Recreation	1,169,200	1,169,200
Transfers	582,450	582,450
Administrative Reimbursement	(664,150)	(664,150)
TOTAL EXPENDITURES	8,089,600	8,089,600

Motion supported by Councilperson Harvey.

Roll Call Vote.

AYES: Mayor Pro-Tem Owen, Councilpersons Horvath, Harvey, Forster, and Cline.

NAYS: Councilperson Bruff and Mayor Robertson.

COMMUNICATIONS

1. City of Corunna. Invitation to participate in the Firecracker Parade.
2. Ken Crawford. Letter requesting change in water bill due date.
3. Larry D. Cook, Interim City Manager. Cable Commission Information.
4. John F. Archer, Building Official. May 2007 Building Department Report.
5. John F. Archer, Building Official. May 2007 Code Violations Report.
6. Michael T. Compeau, Public Safety Director. May 2007 Police Department Report.
7. Michael T. Compeau, Public Safety Director. May 2007 Fire Department Report.
8. Downtown Development Authority. Minutes of Meeting of June 6, 2007.

Mayor Robertson and Councilperson Bruff commented on participation in the Firecracker Parade.

CITIZEN COMMENTS AND QUESTIONS

Betty Coon, 1204 Palmer Avenue, inquired as to whether Curwood paid for police department overtime during the festival, commended Councilperson Cline's efforts on the SATA board and inquired about children riding SATA buses instead of school buses.

Gary Martenis, 705 Lingle Avenue, inquired as to the status of establishing a parks and recreation commission, commented on kids using SATA buses because they cannot ride school buses, and commended staff for keeping 601 Lingle Avenue mowed well.

Burton Fox, 216 East Oliver Street, commented on the need for enforcement of rules in regard to skate boarders in the downtown.

Eddie Urban, 601 Glenwood Avenue, commented on a problem with personal pets during the Curwood Parade.

Councilperson Bruff suggested staff look into reestablishing ambulance transfers as a way to bring in revenue and his desire to start a conversation regarding establishing a single business to serve the City's garbage service needs.

ADJOURNMENT

Motion by Councilperson Harvey for adjournment at 10:18 p.m.

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

Linda L. Robertson, Mayor

Amy K. Kohagen, City Clerk