

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**TUESDAY, JANUARY 3, 2012**  
**7:30 P.M.**

Meeting to be held at City Hall  
301 West Main Street

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 19, 2011:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Special Assessment District No. 2011-01–Hazards and Nuisances. This public hearing is to receive citizen comment regarding Resolution No. 3 for Special Assessment District No. 2011-01, Hazards and Nuisances. The special assessment places unpaid costs incurred by the city in altering, repairing, tearing down, abating or removing of hazards and nuisances as a lien against the property and upon the property tax bill. The resolution lists the properties and costs. Property owners have been previously billed and notified of the hearing.
2. Special Assessment District No. 2012-01–Hazards and Nuisances. The public hearing is receive citizen comment regarding Resolution No. 3 for Voluntary Special Assessment District No. 2012-01, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances located at 117 South Shiawassee Street. The property owner has consented to the \$7,759.60 assessment and notified of the hearing.

**CITIZEN COMMENTS AND QUESTIONS**

## **CITY MANAGER REPORT**

Project status report—The report provides an update on ongoing city projects.

## **CONSENT AGENDA**

1. Resolution Amending Resolution No. 175-2011 Adopting Parks and Recreation Plan. The amendment changes the wording in Resolution No. 175-2011 adopted November 21, 2011 to reference the plan as a “new” plan and not as an “amended” plan.
2. Resolution Authorizing the Execution of An Agreement for Professional Engineering Services with ERES International, Inc. d/b/a Engineering and Research International The resolution approves contract for engineering services for an automated pavement condition survey and development of a pavement management system an amount not to exceed \$50,000.00 for the work specified in the agreement.
3. Resolution Authorizing Payment to Motorola Solutions, Inc. for an In-car Police Computer. The resolution authorizes payment to Motorola Solutions, Inc. in the amount of \$6,159.00 for a purchase previously authorized.
4. Warrant No. 434. Accept Warrant No. 434 as presented.

## **ITEMS OF BUSINESS**

1. Resolution Accepting and Placing on File the City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011. The resolution accepts *City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011*, commonly called the audit, prepared by Rehmann Accounting LLC. Copies will be available in the city clerk’s office, the Shiawassee District Library and on the city’s web site. This item was postponed from the meeting of December 19, 2011 because the document presented was marked draft.

## **COMMUNICATIONS**

1. Downtown Historic District Commission. Minutes of the Meeting of December 21, 2011.

## **CITIZEN COMMENTS AND QUESTIONS**

## **NEXT MEETING**

Tuesday, January 17, 2012

## **BOARDS AND COMMISSIONS OPENINGS**

Planning Commission, term expiring June 30, 2012  
Zoning Board of Appeals – Alternate, term expiring June 30, 2013

## **ADJOURNMENT**

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

**OWOSSO CITY COUNCIL**

**DECEMBER 19, 2011**

**7:30 P.M.**

**PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK

**OPENING PRAYER:** SHELVA CEBULSKI

**PLEDGE OF ALLEGIANCE:** RONALD G. BAKER  
CITY ENGINEER

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Cindy S. Popovitch, Councilpersons Loreen F. Bailey, Thomas B. Cook, Michael J. Erfourth, Christopher T. Eveleth and Burton D. Fox.

**ABSENT:** None.

**APPROVE AGENDA**

Motion by Councilperson Eveleth to approve the agenda as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 5, 2011**

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of December 5, 2011 as presented.

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

**SPECIAL PRESENTATIONS**

**PROCLAMATION – RONALD BAKER**

Mayor Frederick read aloud the following Mayoral Proclamation recognizing Ronald G. Baker for his years of service to the City upon the occasion of his retirement.

**A PROCLAMATION  
OF THE MAYOR’S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
RECOGNIZING THE DISTINGUISHED PUBLIC SERVICE OF**

**RONALD G. BAKER**

WHEREAS, Ron Baker began his service to the City of Owosso as a Professional Engineer in December of 1979; becoming the Director of Utilities, Engineering & Public Services in September of 2008; and

WHEREAS, under Ron’s leadership, the City has undertaken various programs that have resulted in the continuous overall improvement of the condition of the streets within the City; and

WHEREAS, Ron has held numerous board seats over the years, representing the City as a part of the Zoning Board of Appeals and the Planning Commission; as well as his personal service on the American Public Works Association Board as its secretary/treasurer for over twenty years; and

WHEREAS, over the course of his career Ron has consistently demonstrated dedication, resourcefulness and a sincere desire to help residents with their concerns, going out of his

way to resolve issues and accommodate residents. This has been demonstrated most recently in his efforts to record the elevations of individual properties near the flood zone border to assist residents in reducing their insurance costs or removing their property from the flood plain; and his efforts to work with downtown business owners affected by the reconstruction of the Washington Street streetscape; and

WHEREAS, his skill and care have earned him numerous recognitions throughout the years including two Meritorious Service Awards from the American Public Works Association, an Award of Excellence from the Michigan Concrete Paving Association, a Local Award for Excellence in Flood Plain Management from the Association of State Floodplain Managers, commendations from City Council and City Manger Alex Allie for his extraordinary efforts during a snow storm and a flood, and the recognition of his peers at the City of Owosso as the Employee of the Month in June of 2010; and

WHEREAS, in his spare time, he continues to give of himself to the residents of the area through his involvement with the Shiawassee Family YMCA Board, the Owosso Public Schools HOSTS Program, and his participation in Leadership Shiawassee; and

WHEREAS, his career with the city, highlighted by careful forward planning and preparation, will be reflected for years to come.

NOW, THEREFORE, BE IT PROCLAIMED that I, Benjamin R. Frederick, Mayor of the City of Owosso, on behalf of the citizens of Owosso, hereby recognize and thank Ron for his 32 years of dedicated service to the Owosso community. We further express our sincere wishes to Ron and his family for a long, healthy and happy retirement.

Proclaimed this 19<sup>th</sup> day of December, 2011.

### **2011 AUDIT PRESENTATION**

Mike Birchmeier, CPA, representative from Rehmann Accounting, LLC, addressed the City Council with the 2010-2011 Audist Report. While the document presented was simply a draft, the City was given a clean audit report.

Mr. Birchmeier congratulated the City on increasing its general fund level balance a slight amount despite severe budgetary pressures throughout the year, though he cautioned that the wastewater fund ended the year in the red for the third year in a row.

He detailed items/processes they recommend the City change including the segregation of duties in regard to cash receipts and reporting for federal grants.

### **CITIZEN OF THE YEAR AWARD**

Sheriff George Braidwood and representatives from the Chamber of Commerce made a surprise presentation awarding the Citizen of the Year designation to Mayor Benjamin Frederick.

Mayor Frederick thanked everyone for the award and for their support over the years.

### **WAYFINDING SYSTEM PRESENTATION**

David Acton, of the Wayfinding Committee, and Gordon Pennington, of Burning Media Group, presented a potential wayfinding system for the City. The intention is to highlight Owosso's historic nature and have the pieces of the system constructed by local companies. The system would be implemented over time as funding permits and could be adapted by private organizations and neighboring jurisdictions to allow for continuity. The proposed system received rave reviews from those present.

**PUBLIC HEARINGS**

**ORDINANCE AMENDMENT – CHAPTER 28, SPECIAL ASSESSMENTS**

The proposed amendment would allow hazards & nuisances to be specially assessed more than once per year.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 28, Special Assessments, Section 28-10.5, *Special assessment roll—Hazards and nuisances*.

There were no citizen comments

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

**ORDINANCE NO. 726**

**TO AMEND THE SPECIAL ASSESSMENT PROCESS FOR  
HAZARDS AND NUISANCES**

AN ORDINANCE to amend Section 28-10.5, *Special assessment roll – Hazards and nuisances*, Chapter 28, Special Assessments, to allow hazards and nuisances to be specially assessed more than once per year.

WHEREAS, the City of Owosso has a Special Assessment process to lien properties for unpaid invoices resulting from the abatement of hazards and nuisances; and

WHEREAS, the process allows properties to be liened only once per year; and

WHEREAS, recent circumstances have brought to light the need for more action to prevent a loss in the ability to collect such costs; and

WHEREAS, it is felt an amendment to the ordinance governing special assessments is essential to resolving this problem.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Owosso, Michigan that, Chapter 28, Special Assessments, Section 28-10.5, *Special assessment roll – Hazards and nuisances*, read as follows:

THE CITY OF OWOSSO ORDAINS:

SECTION 1. Sec. 28-10.5 shall read as follows:

**Sec. 28-10.5 Special assessment roll--Hazards and nuisances.**

Pursuant to the provisions of section 10.7 of the Charter, the assessor shall make a special assessment roll of all lots and parcels of land within the city upon which hazards and nuisances were found to have existed and for which the city incurred costs associated with altering, repairing, tearing down, abating or removing the hazards and nuisances. The assessment roll shall be prepared at least annually and shall list for each lot and parcel the amount of such cost that has remained unpaid for at least thirty (30) days.

Section 2: Effective Date.

This ordinance shall take effect January 8, 2012.

Section 3: Inspection.

This Ordinance may be purchased or inspected in the City Clerk's Office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Motion supported by Councilperson Bailey.

AYES: Councilpersons Eveleth, Erfourth, Bailey, Cook, Mayor Pro-Tem Popovitch, Councilperson Fox and Mayor Frederick.

NAYS: None.

**CITIZEN COMMENTS AND QUESTIONS**

James Morel, 996 Marguerite Drive, inquired why the City takes so long to shut off water on overdue accounts. He went on to say that he had been stuck with a hefty bill left by his tenants and was upset that the City let the bill get so high by waiting so long before shutting the water off.

Eddie Urban, 601 Glenwood Avenue, indicated he is in favor of the proposal to restore an old fire truck as a memorial to fallen Owosso fire fighters. He also indicated he would attempt to get award citations for both men to present at the dedication.

County Commissioner Ronald Elder announced an informal meeting with the County Commission on January 17<sup>th</sup> at 7:00pm at the Ponderosa restaurant on East Main Street.

City Manager Crawford indicated the City was in receipt of complaints from other landlords similar to Mr. Morel's. He said the Council may want to consider raising the deposit required on rental properties as well as changing the due date of the bills to better coincide with federal check distributions, such as Social Security. He went on to say he would look into Mr. Morel's specific situation.

Councilperson Erfourth indicated he had attended the recent idea gathering meeting for the Westown Corridor Improvement Authority. He said that while nothing concrete came from the meeting they intend to continue to meet to try to flesh out new ideas for the Westown area.

Councilperson Cook thanked County Commissioner Elder for taking the time to update the Council on events at the County level.

**CITY MANAGER REPORT**

None at this time.

**CONSENT AGENDA**

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

2012 Income Threshold Poverty Exemptions. Adopt the 2012 Income Threshold Poverty Exemptions, as required by Public Act No. 390 of 1994 as follows:

<b>Size of Family Unit</b>	<b>Poverty Guidelines</b>
1	\$ 10,900
2	\$ 14,700
3	\$ 18,500
4	\$ 22,400
5	\$ 26,200
6	\$ 30,000
7	\$ 33,800



Revenue & Expenditure Report – November 2011. Accept the November 2011 Revenue & Expenditure Report.

Motion supported by Mayor Pro-Tem Popovitch.

Roll Call Vote.

AYES: Councilpersons Bailey, Cook, Fox, Erfourth, Eveleth, Mayor Pro-Tem Popovitch and Mayor Frederick.

NAYS: None.

**ITEMS OF BUSINESS**

**RESOLUTION ACCEPTING AND PLACING ON FILE THE CITY OF OWOSSO, MICHIGAN FINANCIAL REPORT WITH ADDITIONAL INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2011**

Motion by Councilperson Cook to postpone this item until the January 3, 2012 meeting when the final draft will be available.

Motion supported by Councilperson Erfourth.

Roll Call Vote.

AYES: Councilperson Fox, Bailey, Erfourth, Eveleth, Cook, Mayor Pro-Tem Popovitch and Mayor Frederick.

NAYS: None.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR LIBRARY ROOF REPAIRS WITH DETROIT CORNICE & SLATE COMPANY, INC.**

It was noted the City decided to forego the installation of copper gutters to avoid the extra cost. Reconstruction of the roof is the least costly option over the life of the project. It was also noted the library agreed to pay 50% of the cost up to \$54,000.

Motion by Councilperson Erfourth to approve the following agreement with Detroit Cornice & Slate Company, Inc. for the reconstruction of the roof of the Shiawassee District Library building in the amount of \$83,400 for Option B and Alternate #2, with additional unit pricing for wood decking and tile replacement:

**RESOLUTION NO. 191-2011**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR LIBRARY ROOF REPAIRS WITH DETROIT CORNICE & SLATE COMPANY, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns a building known as the Owosso Public Library and Shiawassee District Library-Owosso; and

WHEREAS, the City of Owosso had plans and specifications prepared and called for bids which were opened on November 28, 2011

WHEREAS, a bid was received from Detroit Cornice & Slate Company, Inc.; and it is hereby determined that Detroit Cornice & Slate Company, Inc. is qualified to perform such work and that it has submitted the lowest responsible and responsive bid;

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to repair the roof of the Owosso Public Library building also known as the Shiawassee District Library-Owosso.

SECOND: That the bid of Detroit Cornice & Slate Company, Inc. be accepted as follows:  
Option – B \$81,000 (tile removal, new underlayment and tile replacement)  
Alternate #1 \$ 2,400 (clean and repair high metal roof area)  
Unit pricing \$14.00 per lineal foot for additional wood decking and \$12.00 for tile replacement over amount specified if needed.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the City of Owosso, Michigan and Detroit Cornice & Slate Company, Inc.

THIRD: The above expenses shall be paid from the General Fund (Buildings and Grounds Maintenance), and by the Shiawassee District Library.

Motion supported by Councilperson Eveleth.

Roll Call Vote.

AYES: Councilpersons Eveleth, Cook, Erfourth, Fox, Mayor Pro-Tem Popovitch, Councilperson Bailey and Mayor Frederick.

NAYS: None.

### **FIRE TRUCK RESTORATION PROPOSAL**

Councilperson Fox described his desires for the project saying he hoped the truck could be restored through donations, used in parades to promote Owosso and displayed in a prominent area so passersby could enjoy it.

Mayor Pro-Tem Popovitch indicated she felt it would be prudent if the City were to maintain ownership of the vehicle instead of selling it to the fire fighters.

Motion by Mayor Pro-Tem Popovitch in support of the proposal to restore the City's 1921 Lafrance pumper truck as a memorial for City fire fighters that have lost their lives on the job. And further direct the City Manager to negotiate an agreement with the fire fighters for the restoration of the truck contingent on continued City ownership of the vehicle.

Motion supported by Councilperson Fox.

Roll Call Vote.

AYES: Councilpersons Erfourth, Fox, Cook, Eveleth, Bailey, Mayor Pro-Tem Popovitch and Mayor Frederick.

NAYS: None.

### **COMMUNICATIONS**

Benjamin Frederick, Employees' Retirement System Board. Letter of resignation.

Gary Palmer, Building Official. November 2011 Building Department Report.  
Gary Palmer, Building Official. November 2011 Code Violations Report.  
Michael T. Compeau, Public Safety Director. November 2011 Police Department Report.  
Michael T. Compeau, Public Safety Director. November 2011 Fire Department Report.  
Owosso Zoning Board of Appeals. Minutes of November 15, 2011.  
Owosso Parks & Recreation Commission. Minutes of November 28, 2011.  
Owosso Main Street/Downtown Development Authority. Minutes of December 7, 2011.

### **CITIZEN COMMENTS AND QUESTIONS**

James Morel, 996 Marguerite Drive, said he felt that any adjustment to the deposit for water should cover at least 110 days of service. He also suggested the City disconnect overdue accounts sooner and track those residents that have had repeated shut off notices.

Eddie Urban, 601 Glenwood Avenue, said he would present a donation for the fire truck memorial on behalf of two organizations he represents.

Councilperson Eveleth wished everyone a Merry Christmas and a Happy New Year.

Councilperson Bailey also wished everyone happy holidays. She also inquired about the reproofing project planned for the amphitheater. It is anticipated to get underway in the spring.

Councilperson Cook congratulated the Mayor on his receipt of the Person of the Year Award.

Mayor Pro-Tem Popovitch thanked Mr. Morel for his comments on his water bill situation saying she appreciated his calm demeanor in discussing the matter.

Councilperson Erfourth noted Mr. Morel could attempt to get a judgment against his former tenant to recover the cost of the water bill.

Councilperson Fox said it was refreshing to have someone suggest some solutions when they come to Council with an issue.

### **NEXT MEETING**

Tuesday, January 3, 2012

### **BOARDS AND COMMISSIONS OPENINGS**

Planning Commission, term expiring June 30, 2012  
Zoning Board of Appeals – Alternate, term expiring June 30, 2013

### **ADJOURNMENT**

Motion by Councilperson Eveleth for adjournment at 9:071 p.m.

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

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk

To: Owosso City Council  
 From: Ronald J. Tobey, City Treasurer  
 Date: December 28, 2011



The following special assessment roll consists of unpaid nuisances and hazards.

<u>INVOICE #</u>	<u>DATE</u>	<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TYPE OF NUISANCE</u>	<u>BALANCE</u>
2590	2/11/2011	050-602-008-015-00	1024 S. Chipman	CLEAR ICE/SNOW	103.52
2592 & 2624	2/11/2011	050-580-000-140-00	930 Jerome	CLEAR ICE/SNOW	509.23
2594	2/11/2011	050-391-000-015-00	433 E. Mason	CLEAR ICE/SNOW	103.52
2596	2/11/2011	050-470-009-002-00	316 E. Williams	CLEAR ICE/SNOW	147.03
2601 & 2623	2/11/2011	050-652-007-003-00	822 S. Saginaw	CLEAR ICE/SNOW	208.60
2602	2/11/2011	050-194-000-011-00	1009 Wiltshire	CLEAR ICE/SNOW	124.18
2621	3/10/2011	050-602-007-005-00	1803 W. Stewart	CLEAR ICE/SNOW	105.08
2675/2734/2767	6/10/2011	050-580-000-140-00	930 Jerome	MOW TALL GRASS/WEEDS	577.81
2677/2761/2809	6/10/2011	050-602-014-008-00	1064 Tracy	MOW TALL GRASS/WEEDS	551.86
2678/2748/60/807	6/10/2011	050-622-002-009-00	835 Ament	MOW TALL GRASS/WEEDS	614.91
2680/2746/62/805	6/10/2011	050-690-006-002-00	912 N. Chipman	MOW TALL GRASS/WEEDS	621.89
2681 & 2745	0610//2011	050-120-001-010-00	502 River	MOW TALL GRASS/WEEDS	219.67
2683/2747/2806	6/15/2011	050-390-004-012-00	1260 Adams	MOW TALL GRASS/WEEDS	940.68
2684	6/15/2011	050-113-016-006-00	1407 Young	MOW TALL GRASS/WEEDS	122.27
2687 & 2731	6/15/2011	050-113-016-008-00	1415 Young	MOW TALL GRASS/WEEDS	252.27
2688	6/15/2011	050-652-007-003-00	822 S. Saginaw	MOW TALL GRASS/WEEDS	225.11
2689	6/15/2011	050-601-000-002-00	417 Grace	MOW TALL GRASS/WEEDS	137.57
2690/2733/2763	6/15/2011	050-220-000-044-00	1420 Young	MOW TALL GRASS/WEEDS	485.11
2695	6/21/2011	050-720-000-008-00	1407 W. King	MOW TALL GRASS/WEEDS	140.96
2698	6/21/2011	050-113-011-003-00	536 Martin	MOW TALL GRASS/WEEDS	271.71
2699	6/21/2011	050-111-001-030-00	614 E. King	MOW TALL GRASS/WEEDS	185.78
2701	6/21/2011	050-651-006-019-00	312 Green	MOW TALL GRASS/WEEDS	131.34
2704 & 2755	6/24/2011	050-060-001-004-00	502 Jennett	MOW TALL GRASS/WEEDS	312.58
2705/2759/2795	6/24/2011	050-114-006-009-00	1021 S. Lyon	MOW TALL GRASS/WEEDS	544.18
2706	6/24/2011	050-420-007-009-00	719 Lingle	MOW TALL GRASS/WEEDS	140.96
2707	6/24/2011	050-420-005-003-00	713 Division	MOW TALL GRASS/WEEDS	140.96
2708	6/24/2011	050-111-005-008-00	531 N. Gould	MOW TALL GRASS/WEEDS	118.22
2709 & 2804	6/24/2011	050-170-0004-008-00	415 Curwood	MOW TALL GRASS/WEEDS	325.78
2720	7/1/2011	050-130-000-023-00	Ash - VL	MOW TALL GRASS/WEEDS	130.00
2723	7/1/2011	050-420-005-016-00	712 Grand	MOW TALL GRASS/WEEDS	130.00
2732	7/18/2011	050-602-004-013-00	826 Hammont	MOW TALL GRASS/WEEDS	130.00
2737	7/25/2011	050-602-029-014-00	1318 S. Chipman	MOW TALL GRASS/WEEDS	140.00
2738	7/25/2011	050-580-000-007-00	622 E. Main	MOW TALL GRASS/WEEDS	130.00
2739/2765/2812	7/25/2011	050-602-008-018-00	1024 S. Chipman	MOW TALL GRASS/WEEDS	420.00
2754	8/10/2011	050-470-009-005-00	324 N Saginaw	MOW TALL GRASS/WEEDS	130.00
2766 & 2814	8/30/2011	050-420-010-020-00	814 Broadway	MOW TALL GRASS/WEEDS	260.00
2788	9/22/2011	050-580-000-007-00	622 E. Main	MOW TALL GRASS/WEEDS	130.00
2794	10/3/2011	050-060-008-002-00	820 N. Water	MOW TALL GRASS/WEEDS	130.00
2799	10/5/2011	050-450-000-021-00	804 Center	MOW TALL GRASS/WEEDS	160.00
2815	10/31/2011	050-010-023-001-00	990 Corunna	MOW TALL GRASS/WEEDS	140.00
2816	10/31/2011	050-010-023-002-00	516 Garfield	MOW TALL GRASS/WEEDS	130.00
2817	10/31/2011	050-010-023-004-00	528 Garfield	MOW TALL GRASS/WEEDS	130.00
2832	11/21/2011	050-220-000-040-00	1428 Young	MOW TALL GRASS/WEEDS	130.00
	12/20/2010	050-010-023-001-00	990 Corunna	PROPERTY CLEAN UP	430.49
2563	12/20/2010	050-420-011-011-00	719 Broadway	PROPERTY CLEAN UP	598.46
2573	1/11/2011	050-090-002-016-00	1419 Cleveland	PROPERTY CLEAN UP	296.36
2580	1/28/2011	050-470-021-015-00	113 E. Main	PROPERTY CLEAN UP	131.78
2642	4/21/2011	050-420-010-020-00	814 Broadway	PROPERTY CLEAN UP	622.95
2658	5/20/2011	050-113-016-006-00	1407 Young	PROPERTY CLEAN UP	355.78
2702	6/21/2011	050-113-010-004-00	1408 W. Stewart	PROPERTY CLEAN UP	944.67
2730	7/5/2011	050-602-008-012-00	1224 Frederick	PROPERTY CLEAN UP	222.00
2779	9/8/2011	050-060-009-008-00	713 Pine	PROPERTY CLEAN UP	168.94
2781	9/8/2011	050-390-001-006-00	1020 N. Water	PROPERTY CLEAN UP	544.44
2729	7/15/2011	050-170-004-008-00	415 Curwood	TEMP FENCE/POOL	92.54
					<u>15,191.19</u>

The foregoing special assessment roll for nuisances and hazards for the year 2011 is acknowledged by the Assessing Officer

The foregoing special assessment roll for nuisances and hazards for the year 2011 is acknowledged by the City Clerk

To: Owosso City Council  
From: Ronald J. Tobey, City Treasurer  
Date: January 3, 2012



The following voluntary special assessment roll consists of unpaid nuisances and hazards.

<u>PARCEL NUMBER</u>	<u>ADDRESS</u>	<u>TYPE OF NUISANCE</u>	<u>AMOUNT</u>
050-700-001-013-00	117 S. Shiawassee St.	DEMOLITION	\$7,759.60

The foregoing is a voluntary special assessment roll for nuisances and hazards in the year 2012  
is acknowledged by the Assessing Officer

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The foregoing is a voluntary special assessment roll for nuisances and hazards in the year 2012  
is acknowledged by the City Clerk

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

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# ***MEMORANDUM***

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DATE: December 19, 2011

TO: OWOSSO CITY COUNCIL

FROM: Adam Zettel, AICP

RE: 2011 Parks & Recreation Plan

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Before you is another resolution for the 2011 Owosso Parks and Recreation Plan. After “final adoption” on November 21, 2011, I sent an electronic copy of the plan to the DNR to do a peer review and to ensure that everything was done in accordance with state law and guidelines. I wanted to do this before printing and distribution in case there was an issue. As it happens, there is a very minor issue of substance.

The DNR is requesting that the word “amended” be replaced with the word “new” in the resolution. Even though the plan as presented is an amended version of the former plan, the use of the word “amended” implies that there will not be a continuation of the plan’s validity for another five years. As such, we were requested to make that change to ensure a continuation of the plan’s validity through 2016. We have done so and a modified resolution is on the consent agenda. No other changes of substance have been identified except that the DNR is requesting a memo from staff that summarizes previous grant efforts in the park system. This will be provided to them.

**RESOLUTION NO. 175-2011**

**Amended  
Final Adoption  
New 2011 Owosso Parks and Recreation Plan**

WHEREAS, the City of Owosso must review its parks and recreation plan every five years in accordance with parts 19, 703 and 716 of Act 451, P.A. 1994 of the State of Michigan, as amended; and

WHEREAS, the city council has appointed a parks and recreation commission to oversee the plan; and

WHEREAS, the parks and recreation commission reviewed the 2006 plan this summer by holding workshops and meetings on August 22<sup>nd</sup>, September 13<sup>th</sup>, and September 26<sup>th</sup> in order to get public participation and input for a potential update; and

WHEREAS, updates and amendments to the plan were made in accordance with public, commissioner, and staff input; and

WHEREAS, the plan was approved by the Owosso parks and recreation commission for distribution and review by the city council on September 26, 2011; and

WHEREAS, a public hearing is required by the Owosso city council to be held no less than 30 days after distribution in accordance with the above statute and DNR guidelines in order to validate the plan and where this hearing was held on November 21, 2011.

BE IT RESOLVED THAT City of Owosso City Council, County of Shiawassee, State of Michigan, hereby approves the **new** 2011 Owosso Parks and Recreation Plan.

BE IT FURTHER RESOLVED THAT the council hereby directs staff to distribute the plan to the plan to the city clerk's office, the County of Shiawassee Planning Commission, the City of Corunna, the Region V Planning Commission, Caledonia Charter Township, Owosso Charter Township, SATA, and the city website.

RESOLUTION NO. \_\_\_\_-2012

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES WITH ERES INTERNATIONAL, INC.  
D/B/A ENGINEERING AND RESEARCH INTERNATIONAL

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to provide professional engineering services in connection with a pavement management evaluation and pavement management system; and

WHEREAS, it is necessary to obtain professional engineering assistance and it is hereby determined that the firm of ERES International, Inc. d/b/a Engineering and Research International is qualified to provide such services;

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firm of ERES International, Inc. d/b/a Engineering and Research International to provide professional engineering services for a pavement management evaluation and pavement management system;

SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as Exhibit A, Agreement for Professional Engineering Services with ERES International, Inc. d/b/a Engineering and Research International, Inc., on behalf of the city of Owosso; and

THIRD: that the payment for the services shall come from the Street Improvement Bond Fund in an amount to not exceed \$50,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN THIS 3RD DAY OF JANUARY, 2012.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

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Amy K. Kirkland, city clerk

**EXHIBIT A TO RESOLUTION \_\_\_-2012**

**AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
WITH  
ERES INTERNATIONAL, INC. D/B/A  
ENGINEERING AND RESEARCH INTERNATIONAL, INC.**

THIS IS AN AGREEMENT made on January 3, 2012 between the city of Owosso, hereinafter referred to as the "owner," and ERES International, Inc. d/b/a Engineering and Research International, Inc. with its principal place of business in Savoy, Illinois, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a pavement management evaluation and pavement management system project, hereinafter referred to as the "project"; and

WHEREAS, the engineer has the necessary personnel and facilities to provide the professional services described; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for the project;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the owner and the engineer do hereby covenant and agree as follows:

**SECTION I - DESCRIPTION OF SERVICES**

**1.1 General**

1.1.1 The engineer agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by the owner. A detailed description of services will be specifically set forth by addenda to this agreement.

**1.2 Pertaining to the Engineer's Services**

1.2.1 The engineer agrees to perform all services in a thorough and professional manner and to hold the owner harmless from any liens for materials and labor furnished by the engineer in connection with the engineer's work.

1.2.2 The engineer agrees to maintain insurance as specified in EXHIBIT A -- INSURANCE COVERAGES.

1.2.3 The engineer intends to render services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either express or implied.

1.2.4 The engineer reserves the right to enter into agreements with other design professionals for portions of the work included under this agreement. Where this subagreement would represent a major portion of the design work, the engineer shall receive approval of the owner for this subagreement.

1.2.5 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

1.2.6 All work product shall become the product of the owner and shall not be made available to any third party by the engineer without the consent of the owner. The engineer shall provide copies of all work product in printed format and computerized format.

1.2.7 Original documents, notes and the like, except those furnished to the engineer by the owner, represent the engineer's cumulative knowledge and are, and shall remain, the property of the engineer and shall not constitute the work product of this agreement. The owner shall have access to these materials and the engineer shall provide a copy upon written request at cost for reproduction.

1.2.8 Whenever the owner elects to enter into any contract or agreement with any person or entity other than the engineer for the performance of services on the project, the engineer will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the engineer is providing coordination. Neither the engineer's authority to act under the contract documents or under this agreement, nor any decision made by the engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the engineer to the above, or any of their agents, or employees, or any other person performing any services for the owner.

1.2.9 The engineer has not been retained or compensated to provide design and construction review services relating to safety precautions, or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the engineer to perform their work, including but not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods or temporary bracing methods.

1.2.10 The engineer in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this project by any person or entity unless same shall be found to be the result of a design error. In spite of this, if any claims shall be brought against the engineer of that nature, the owner agrees to defend, indemnify and hold harmless the engineer from all claims, damages and expenses including attorneys' fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than the engineer.

1.2.11 The engineer and the owner hereby agree that the engineer services under this contract do not include the investigation, detection, abatement, materials, or processes containing asbestos. All responsibility with asbestos detection and abatement shall remain with the owner.

The engineer and the owner also agree that the engineer's services under this contract do not include responsibility for mine subsidence, ground water contamination or legal proceedings related to loss of real estate values.

### **1.3 Pertaining to the Owner**

1.3.1 The owner shall provide at the owner's expense (unless the engineer has specifically included them in addenda to this agreement), and in such manner that the engineer may rely upon them in the performance of services under this agreement, all criteria, design, and construction standards including full information as to the owner's requirements for the project insofar as such documents are available to the owner, or in the owner's possession. Such information may include but not be limited to:

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

1.3.2 The owner shall designate a person authorized to act as the owner's representative. The owner or the owner's representative shall receive and examine documents submitted by the engineer, and shall be empowered to interpret and define the owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the engineer's services.

1.3.3 The owner shall guarantee full and free access for the engineer to enter upon all property required for the performance of the engineer's services under this agreement.

1.3.4 The owner shall give prompt written notice to the engineer whenever the owner observes or otherwise becomes aware of any defect in the project or other event which may substantially affect the engineer's performance of services under this agreement.

## **SECTION II - COMPENSATION FOR SERVICES**

### **2.1 General**

2.1.1 The owner shall compensate the engineer for services rendered under this agreement. The method of compensation for said services shall be as set forth in addenda to this agreement.

2.1.2 Payments for services are due 30 days after their invoiced date, based on actual engineering services furnished, unless another schedule of payments is agreed upon by addenda.

2.1.3 Where the owner disputes some portion of the charges contained in the engineer's bill for services, it shall make payment of that portion of the bill which is undisputed and shall notify the engineer in writing of the reason for the dispute. In no case may the owner elect to withhold payment to the engineer of the entire amount due. This would constitute a failure to make payment.

## **SECTION III - GENERAL PROVISIONS**

### **3.1 General**

**3.1.1** This agreement is the result of final negotiations between the owner and the engineer and represents the entire and integrated agreement between the owner and the engineer for the project and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the owner and the engineer.

**3.1.2** Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's agents. However, when these delays require additional work to be performed by the engineer, the engineer shall be entitled to additional compensation at the prevailing per diem rates or as otherwise agreed to between the owner and the engineer.

**3.1.3** This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

**3.1.4** Unless otherwise specified within this agreement, this agreement shall be governed by the laws the state of Michigan.

**3.1.5** In the event any provisions of this agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

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

Approved January 3, 2012

For the engineer:  
ERES International, Inc. d/b/a  
Engineering and Research International, Inc.

Executed: \_\_\_\_\_, 2012  
For the owner  
City of Owosso, Michigan

By: \_\_\_\_\_  
Abbas A. Butt  
President

By: \_\_\_\_\_  
Benjamin R. Frederick  
Mayor

By: \_\_\_\_\_  
Mark E. Brown  
Secretary

Countersigned: (SEAL)

By: \_\_\_\_\_  
Amy Kirkland  
City Clerk

Executed: \_\_\_\_\_, 2012

ERI master agreement 12-22-2011.wpd

## **EXHIBIT A**

### **INSURANCE COVERAGES**

**A. The engineer shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Illinois such insurance as will protect the owner, its officers, directors, employees, agents, consultants, and volunteers from claims involving the engineer's contractual obligations under this agreement including, but not limited to, the following hold-harmless agreement:**

**The engineer herein agrees to indemnify, defend and hold harmless the owner, its officers, directors, employees, agents, consultants and volunteers from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the owner, its officers, directors, employees, agents, consultants and volunteers may incur by reason of any injury or damage sustained to any person or property (including loss of use) arising out of or occurring in connection with the negligent performance by the engineer of engineer's duties and obligations.**

**B. The engineer shall obtain and maintain, at the engineer's own expense, engineer's professional liability insurance in the amount of one million dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this agreement or the commencement of the engineer's services in relation to the project) covering personal injury, bodily injury and property damages, said coverage to be maintained for three (3) years after the date of final payment hereunder.**

**C. The engineer shall maintain at the engineer's own expense comprehensive general liability insurance (including broad-form contractual liability and completed operations, explosions, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.**

**D. The engineer shall maintain at the engineer's own expense comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.**

**E. The engineer shall maintain at the engineer's own expense workers' compensation insurance in the amount of the statutory maximum with an employer's liability coverage of at least five hundred thousand dollars (\$500,000.00).**

**F. The owner and its officers and employees shall be named as additional insured on the engineer's comprehensive general liability and automobile insurance policies.**

**G. All insurance required by the engineer shall be maintained at the engineer's own expense, from a company or companies lawfully authorized to do business in Illinois and rated at least A by Best's Key Rating Guide. All insurance obtained by the engineer shall incorporate a provision requiring the giving of written notice to the owner at least thirty (30) days prior to the cancellation, renewal or material modification of any such policies by return receipt of United States certified mail. All insurance required by the engineer shall also state that the coverage afforded under the policy or policies shall be primary insurance. Any insurance carried independently by the owner shall be secondary insurance which operates on only an excess or contingent basis.**

**H. All insurance required of the engineer shall provide that any failure to comply with reporting provisions of the policy shall not affect coverage provided to the owner, its directors, officials, employees, agents, consultants or volunteers.**

**I. The engineer shall submit valid certificates in form and substance satisfactory to the owner evidencing**

the effectiveness of the foregoing insurance policies and the required amendatory requirements to each such policy to the owner for the owner's approval before the engineer commences the rendition of any services hereunder.

J. Under no circumstances shall the owner be deemed to have waived any of the insurance requirements of this contract by any action or omission, including but not limited to:

- (1) allowing any work to commence by the engineer before receipt of certificates of insurance;
- (2) failing to review any certificates of insurance received from the engineer; or
- (3) failing to advise the engineer that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The engineer agrees that the obligation to provide the insurance required by these documents is solely the engineer's responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the owner.

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

L. In the event the engineer fails to furnish and maintain the insurance required by this contract, the owner may purchase such insurance on behalf of the engineer, and the engineer shall pay the cost thereof to the owner upon demand or shall have such cost deducted from any payments due the engineer. The engineer agrees to furnish to the owner the information needed to obtain such insurance.

**ADDENDUM 1 TO AN AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
WITH  
ERES INTERNATIONAL, INC. D/B/A  
ENGINEERING AND RESEARCH INTERNATIONAL, INC.**

This addendum is attached and made part of the agreement for professional engineering services dated January 3, 2012 between the city of Owosso, Michigan (owner) and ERES International, Inc. d/b/a Engineering and Research International, Inc. (Engineer) providing for professional services.

**PAVEMENT EVALUATION AND PAVEMENT MANAGEMENT SYSTEM STUDY**

**PROJECT SCOPE OF WORK**

The project scope of work is attached as Section 1: Technical proposal pavement condition survey (excluding Tasks 6, 7 and 8).

**SCHEDULE**

The schedule for the project is to begin by February 1, 2012 and be completed by April 30, 2012.

**COMPENSATION**

The cost proposal of the engineer for the project is attached as Schedule 2: Cost Proposal which totals \$48,586.00. The engineer shall submit for payment based on monthly progress of the work.

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

Approved January 3, 2012

For ENGINEER:  
ERES International, Inc. d/b/a  
Engineering and Research International, Inc.

OWNER  
City of Owosso, Michigan

By: \_\_\_\_\_  
Abbas A. Butt  
President

By: \_\_\_\_\_  
Benjamin R. Frederick  
Mayor  
Countersigned: (SEAL)

By: \_\_\_\_\_  
Mark E. Brown  
Secretary

By: \_\_\_\_\_  
Amy Kirkland  
City Clerk

Executed: \_\_\_\_\_, 2012

Executed: January 3, 2012

## **SECTION 1: TECHNICAL PROPOSAL**

### **A. Project Background**

The City of Owosso is currently responsible for 72 lane miles of streets. The City does not currently have a Pavement Management System (PMS).

### **B. Project Objectives**

The City is requesting Pavement Condition Survey (PCI) and condition analysis be conducted to assess maintenance needs, evaluate rehabilitation strategies and treatment, establish estimated costs for repairs and recommend the order of priority for phasing work to create a comprehensive program for road maintenance management.

### **C. Project Approach**

To achieve the objectives of this study, ERI has developed a comprehensive project approach for the City of Owosso Pavement Management Study which is shown in **Figure 1**. This project approach will be modified with the help of City staff before the start of the project. The project approach includes the following tasks:

#### **Task 1: Project Development**

The project scope and the work plan to complete the various project tasks will be discussed with the City for approval. The project development task will also include the following activities:

- Project management
- Development of Project Schedule

#### **Task 2: Background Data Collection**

A significant amount of basic pavement data is incorporated into establishing and updating a PMS database. The following items will be collected from the City:

- Copies of previous distress survey
- City's road pavement network inventory and pavement classification
- City's existing PMS database, if available
- City's existing GIS interfaces, GIS Maps and Shapefiles
- The City's current maintenance and rehabilitation design policies (if available)

- Construction and maintenance history data for the City streets (if available)
- Traffic data (if available)
- Recent maintenance and rehabilitation (M & R) cost data based on local practices (if available)
- Any other pertaining data.

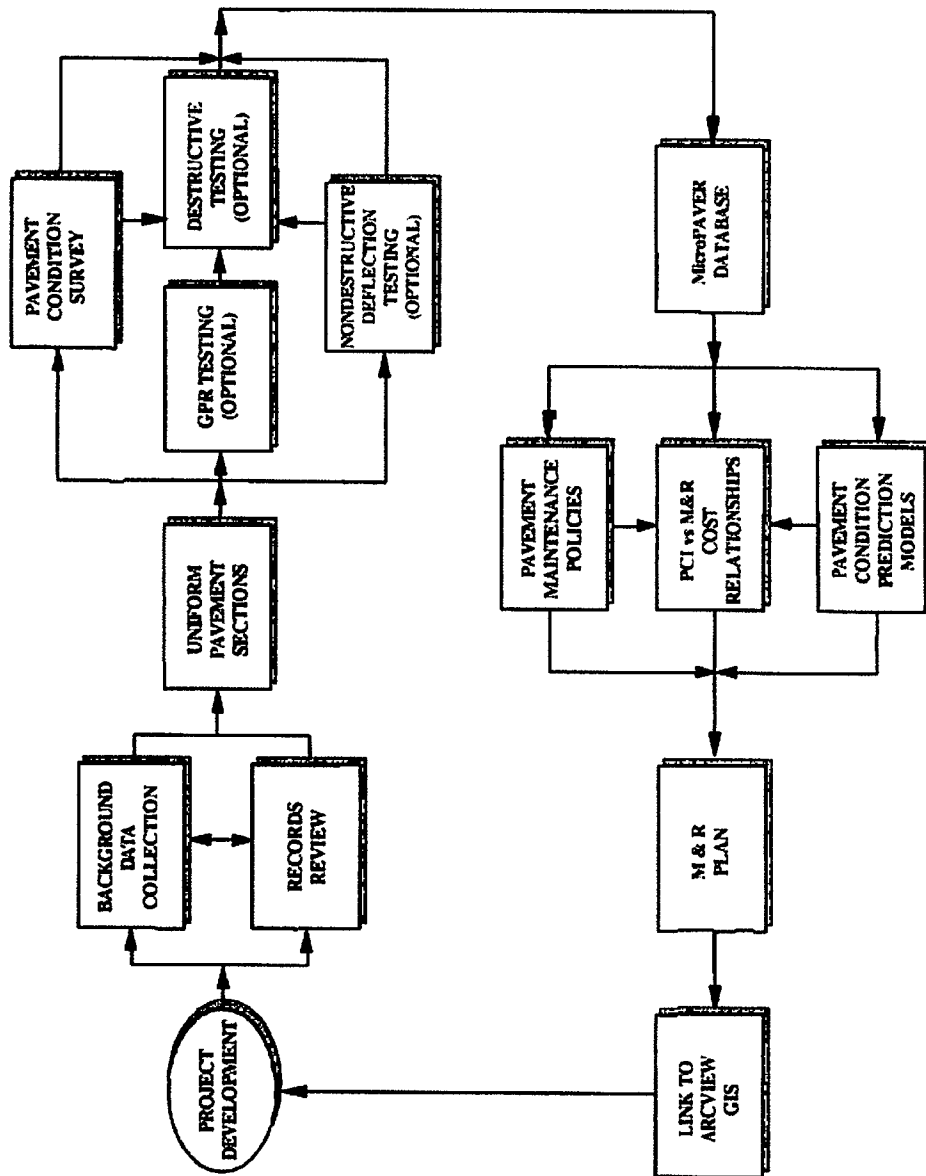


Figure 1: Project Approach

**Task 3:       Records Review**

The data collected under **Task 2 (Background Data Collection)** will be reviewed by ERI staff. After a thorough review of records, any additional data required will be obtained from the City.

**Task 4:       Uniform Pavement Sections**

The uniform pavement sections form the foundation for subsequent pavement inspections and the development of effective maintenance and rehabilitation (M & R) programs. The existing pavement network will be divided into uniform pavement sections based on pavement type, construction date, usage and traffic history data obtained from **Task 2**.

**Task 5:       Automated Pavement Condition Survey**

ERI owns and operates an Automated Distress Survey (ADS) unit that simultaneously collects pavement condition, GPS, and digital image data streams. ERI will use ADS vehicle to collect the surface condition, roughness, rutting, and GPS data. The ADS vehicle can also be used to collect a high-resolution, digital imagery inventory (Right of Way Imaging) of the City's road network for the subsequent asset inventory and extraction process, if needed.

ERI will collect the pavement images utilizing International Cybernetics Corporation's pavement imaging system as shown in **Figure 2** which is designed for pavement distress data collection.



**Figure 2: ERI's Automated Digital Imaging Acquisition System**

The subsystem collects the highest quality images (minimum resolution 4071x3981 dpi) of any system in the market today. These high-resolution images are captured and taken back to the office for rating via removable hard drives.

ERI's Imaging Workstation as shown in **Figure 3** was designed specifically for pavement surface distress analysis using digital image data collected by the ADS vehicle. The Imaging Workstation provides an efficient means of managing and maintaining distress rating data, and allows users to synchronize images from multiple cameras. ERI has six (6) such Imaging Workstation setups which are network ready in ERI office in Savoy, IL.

Our proposal involves 100% field survey through digital imaging and data reduction for 25% of the collected images.



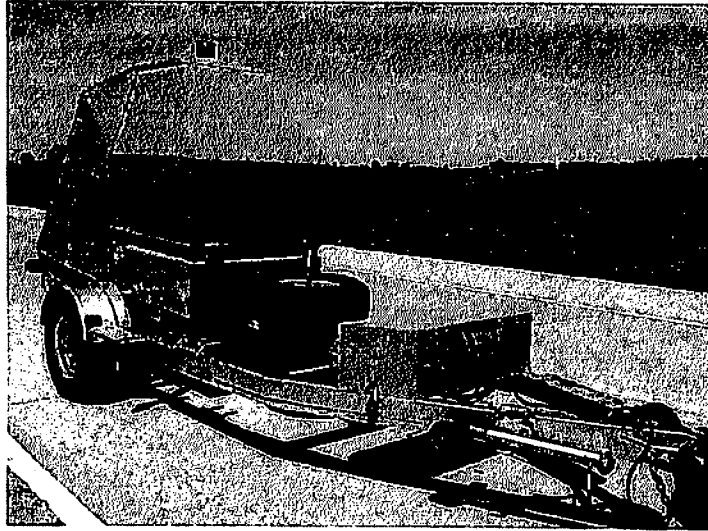
**Figure 3: ERI's Imaging Workstation**

**Task 6: Nondestructive Deflection Testing (Optional)**

This is an optional task that can be very helpful in identifying the uniform pavement sections and in the development of pavement performance prediction models.

The maximum deflection (D0) obtained from nondestructive deflection testing (NDT) data is a good indicator of the overall roadway condition, and is a function of the foundation support, the upper pavement layer thicknesses and the strength, and the applied loads. In general, for any given thickness, higher D0 values indicate a weaker pavement, and variability of the pavement structure can be observed by viewing the longitudinal profile of the maximum deflections along the length of a pavement section.

Therefore, NDT could be used to help in identifying uniform pavement sections, classifying pavements by relative strength for prediction models, and identifying maintenance and rehabilitation needs based on the structural analysis of the pavement sections. ERI's KUAB FWD is shown in **Figure 4**.

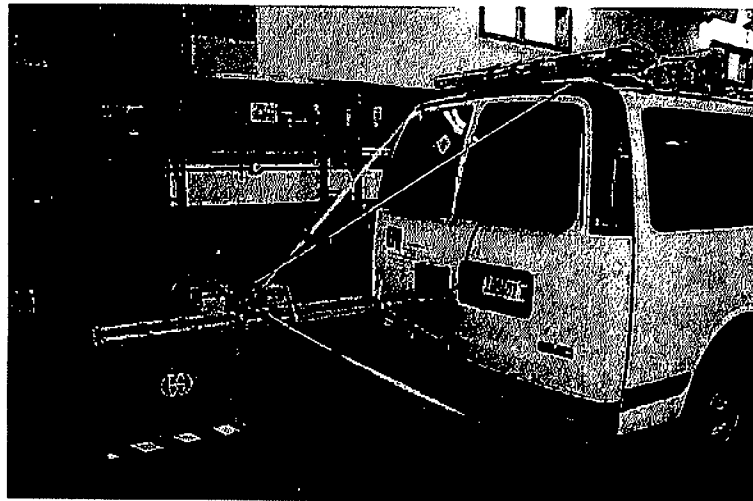


**Figure 4: ERI's KUAB FWD**

**Task 7: Ground Penetrating Radar (GPR) Testing (Optional)**

This is an optional task that can be very helpful in verifying / supplementing the pavement layer thickness information obtained from the City's records.

GPR data can be used to identify the uniform pavement sections, and determine the pavement layer thickness information within each uniform pavement section. ERI's GPR system is shown in **Figure 5**.



**Figure 5: ERI's GSSI GPR**

**Task 8: Destructive Testing (Optional)**

This is an optional task that can be very helpful in verifying / supplementing the pavement layer thickness information obtained from the City's records and GPR data (if collected). The limited destructive testing can be conducted by taking cores from the existing pavements.

**Task 9: Micro PAVER Database**

MicroPAVER is a pavement management system program developed by the U.S. Army Corps of Engineers. The pavement condition distress data collected will be transferred to the MicroPAVER pavement inventory program. The PCI will be calculated for each surveyed sample unit within the defined uniform pavement section.

**Task 10: Pavement Maintenance Policies**

Pavement maintenance policies that address localized preventive, localized safety and global preventive maintenance and rehabilitation (M & R) requirements will be developed. The localized preventive maintenance policy is applied to pavement sections in sound condition. The localized safety policy is applied to deteriorated pavement sections. The global preventive maintenance policy is applied to pavement sections showing no sign of structural distress or to pavement sections having insignificant fatigue damage over the design period. These maintenance policies will be entered into the City's Micro PAVER database.

**Task 11: Pavement Condition Prediction Models**

Knowledge about the future condition of the pavement is required for inspection scheduling, life cycle costing, benefit analysis and budget optimization. Pavement condition prediction models will be developed based on PCI, NDT (if conducted), pavement structure and construction history data. These prediction models will be entered into Micro PAVER.

**Task 12: PCI vs. M & R Cost Relationships**

The relationships between PCI vs. localized preventive maintenance cost and PCI vs. M & R cost will be developed based on the local M & R cost data. These relationships will be entered into Micro PAVER.

### **Task 13: Road Maintenance Management Program**

The objectives of the road maintenance management program is to assess maintenance needs, evaluate rehabilitation strategies and treatments, establish estimated costs for maintenance and repair and recommend the order of priority for phasing work.

The road maintenance management program will be designed to maintain the pavement network in a good to excellent condition at the minimum cost. Field experience and research have clearly shown that the most cost-effective M & R strategy is to maintain pavements in good condition.

The road maintenance management program will be developed based on pavement condition inspections, pavement maintenance policies particularly developed for the City, pavement condition prediction models and PCI vs M&R cost relationships. The project location maps will be prepared based on the order of priority for phasing work.

### **Task 14: Geographic Information System (GIS)**

The road maintenance program will be displayed using Arc View GIS. Using GIS, the City Staff will be able to see the information contained in the PMS database graphically.

**SECTION 2: COST PROPOSAL**

**Table 1: Cost Estimate for Automated Pavement Condition Survey And Development of PMS (For approximately 72 Lane Miles) For The City of Owosso, MI**

Project Element	Employee Classification	Project Manager	Senior Engineer	Project Engineer	Survey Technician	Total Hours	Total Salary Cost	Description of Reimbursable Expenses		Total Reimbursable Expenses	Total Cost
	Salary Rate	\$170.00	\$90.00	\$75.00	\$50.00			Item	Rate		
	Hours	Hours	Hours	Hours	Unit			Rate			
<b>1 Task 1: Project Development</b>		8	4	16	4	32	\$3,120.00				\$3,120.00
Mobilization (cost includes air ticket, hotel, per diem, car rental and gas)								2	\$1,000.00	\$2,000.00	\$2,000.00
<b>2 Task 2: Background Data Collection</b>		4	8	8	0	20	\$2,000.00				\$2,000.00
<b>3 Task 3: Records Review</b>		4	8	12	0	24	\$2,300.00				\$2,300.00
<b>4 Task 4: Uniform Pavement Sections</b>		8	8	16	4	36	\$3,480.00				\$3,480.00
Hours		24	28	52	8	112					
Salary		\$4,080.00	\$2,520.00	\$3,900.00	\$400.00		\$10,900.00				
<b>Total Cost</b>											\$12,900.00
<b>5 Task 5: Automated Condition Survey</b>											
Pavement Condition Survey Using Automated Vehicle (72 lane miles @ \$115/mile)								72	\$115.00	\$8,280.00	\$8,280.00
Mobilization (362 miles one way)								724	\$5.00	\$3,620.00	\$3,620.00
Data Reduction		8	8	32	100	148	\$9,480.00				\$9,480.00
Image Data Delivery, if needed								1	\$200.00	\$200.00	\$200.00
Hours		8	8	32	100	148					
Salary		\$1,360.00	\$720.00	\$2,400.00	\$5,000.00		\$9,480.00				
<b>Total Cost</b>											\$21,580.00
<b>Task 6, 7 &amp; 8: Supplemental Services</b>											
FWD, GPR and Coring Testing		0	0	0	0	0	\$0.00				\$0.00
Hours		0	0	0	0						
Salary		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00				
<b>Total Cost</b>											\$0.00
<b>9 Task 9: MicroPAVER Database</b>											
Creation of MicroPAVER Database, GIS and Data Transfer, Distress data processing and PCI Calculation		24	16	24	10	74	\$7,820.00				\$7,820.00
Hours		24	16	24	10	74					
Salary		\$4,080.00	\$1,440.00	\$1,800.00	\$500.00		\$7,820.00				
<b>Total Cost</b>											\$7,820.00
<b>10 Task 10: Pavement Maintenance Policies</b>		4	8	4	0	16	\$1,700.00				\$1,700.00
<b>11 Task 11: Pavement Condition Prediction Models</b>		4	8	8	0	20	\$2,000.00				\$2,000.00
<b>12 Task 12: PCI vs. M&amp;R Cost Relationships</b>		4	8	8	0	20	\$2,000.00				\$2,000.00
<b>13 Task 13: Road Maintenance Management Program</b>		12	16	24	0	52	\$5,280.00				\$5,280.00
<b>14 Task 14: Geographic Information Systems (GIS)</b>		8	8	24	0	40	\$3,880.00				\$3,880.00
Hours		32	48	68	0	148					
Salary		\$5,440.00	\$4,320.00	\$5,100.00	\$0.00		\$14,860.00				
<b>Total Cost</b>											\$14,860.00
<b>GRAND TOTALS</b>											
TOTAL HOURS		88	100	176	118	482					
TOTAL SALARIES		\$14,960.00	\$9,000.00	\$13,200.00	\$5,900.00		\$43,060.00				
TOTAL COST										\$14,100.00	\$57,160.00

It is assumed that the City will provide all traffic control when necessary.  
 It is assumed that the City will provide all necessary clearances to perform the work.  
 The actual quantities will be reviewed with the City and adjusted as needed. The quantities (and resulting costs) may therefore be adjusted to fit the actual needs for the City's PMS.  
 All costs are based on an assumed quantity of approximately 72 lane miles of pavement

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING PAYMENT TO MOTOROLA SOLUTIONS, INC.  
FOR AN IN-CAR POLICE COMPUTER**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of in car police computers; and

WHEREAS, the city council on August 1, 2011 awarded a bid in the amount of \$6,159.00 to Blumerich Communications for one Motorola in-car police computer; and

WHEREAS, the City has been invoiced for this purchase directly from Motorola Solutions, Inc.;

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

FIRST: Payment be authorized to Motorola Solutions, Inc. in the amount of \$6,159.00

SECOND: The above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS 3RD DAY OF JANUARY 2012.

AYES:

NAYS:

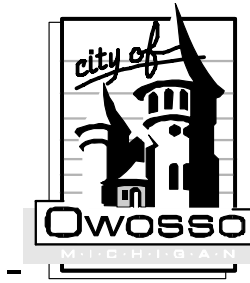
ABSTENTIONS:

ABSENT:

ATTEST:

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Amy K. Kirkland, city clerk



WARRANT 434  
December 28, 2011

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Michigan Municipal Risk Management Authority	Building and Property Insurance- 3 <sup>rd</sup> Installment	General	\$69,107.00
		<b>TOTAL</b>	<b>\$69,107.00</b>

**RESOLUTION NO.**

**RESOLUTION ACCEPTING AND PLACING ON FILE THE CITY OF OWOSSO,  
MICHIGAN FINANCIAL REPORT WITH ADDITIONAL INFORMATION FOR  
THE FISCAL YEAR ENDED JUNE 30, 2011**

WHEREAS, the city of Owosso is required by the laws of the state of Michigan to annually have an independent audit performed in accordance with generally accepted auditing standards, and

WHEREAS, the city of Owosso employed of Rehmann Accounting LLC certified public accountants, to audit the financial records of the city of Owosso and such audit has been completed and is presented this date to the city council;

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

FIRST:     The *City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011*, attached hereto and made a part hereof as Exhibit A and the same is hereby accepted and placed on file.

SECOND:    A copy of the *City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2011* will be maintained on file in the office of the city clerk for public examination, a copy will be placed in the Shiawassee District Library Owosso Branch for public examination, and copies will be sent to those required by law and agreement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,  
SHIAWASSEE COUNTY, MICHIGAN THIS \_\_\_\_ DAY OF JANUARY, 2012.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

ATTEST:

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Amy K. Kirkland, city clerk

MINUTES FOR THE REGULAR MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
DECEMBER 21, 2011 at 6:00 p.m.  
COUNCIL CHAMBERS / CITY HALL

**MEETING WAS CALLED TO ORDER** at 6:03 p.m. by Chairman Scott Newman.

**MEMBERS PRESENT:** Chairman Scott Newman, Commissioners James Eaton, Lance Omer and Matthew Van Epps.

**MEMBERS ABSENT:** Vice-Chairman Vincent Gonyou, Secretary Phil Hathaway, and Commissioner Gary Wilson.

**OTHERS PRESENT:** Sarah Warren-Riley, Housing Program Manager; Adam Zettel, Assistant City Manager and Community Development Director.

**AGENDA APPROVAL: Motion by Commissioner Van Epps, supported by Commissioner Eaton to approve the agenda for December 21, 2011 with the addition of Items of Business # 4 and 5, 211 N. Washington Street and 204 W. Main Street.**

**Yeas: All. Motion was passed.**

Commissioner Omer asked why the National Registry was accepted. He was absent from the last meeting. Mr. Zettel responded it's the only game in town anymore. The state may come back some day. Chairman Newman added that the federal program involves much larger projects, but there wasn't anything else. We had to have something for the building owners. The state just isn't an option now.

**MINUTES APPROVAL: Motion by Commissioner Eaton and supported by Commissioner Omer to approve the minutes of the meeting for November 16, 2011,**

**Yeas: All. Motion was passed.**

**COMMUNICATIONS:**

- 1) Staff memorandum
- 2) Meeting minutes of November 16, 2011

Chairman Newman complimented Ms. Warren-Riley on her helpful memo regarding the issues tonight.

**PUBLIC COMMENTS:** None.

**COMMITTEE REPORTS:** None.

**PUBLIC HEARINGS:** None.

**ITEMS OF BUSINESS:**

**1) 123 N. Washington Street – Sign Application**

Sarah Mier of Valley City Sign Company stated they were removing five signs and installing two signs on the 5/3 Bank Building.

Chairman Scott noted that this is a contributing building for two reasons. (1) There is a brick facade underneath and (2) the skin is almost 50 years old itself.

**Motion by Commissioner Van Epps, supported by Commissioner Eaton, that the Owosso Downtown Historic District Commission, finding that the exterior improvements at 123 North Washington Street meets all the Secretary of the Interiors Standards, as well as local standards, hereby directs staff to issue a certificate of appropriateness for the work and building permit application as applied for and illustrated.**  
**Yeas: All. Motion was passed.**

**2) 122 N. Washington – Window Replacement Application**

Mr. Jim Civile, owner of the building, apologized for missing the last meeting. He introduced Bruce Johnson, the Third Party Administrator for the City of Owosso. He stated that SHPO has previously accepted these windows (aluminum clad over wood) in other downtowns. There are currently single pane windows at this address. The new ones would have argon gas with new energy standards. They would have the same profile as is there now on the building. The current windows have lead paint and have water damage. The new ones are long lasting, low maintenance, and measured to the exact opening.

Chairman Newman said this building has a great street presence. He's very in favor of the interior wood of the windows, but worries about the exterior aluminum. The Secretary of Interior Standards wants original wood or replacement with like materials. He worries about how it's going to look when in place.

Mr. Johnson stated the top would be fixed and the lower portion slides up and down to allow egress.

Commissioner Van Epps questioned the grooves in the sample and wondered if they could be manufactured to look more like the current windows. Mr. Johnson replied that SHPO accepts the windows on a case-by-case basis. Mr. Van Epps replied that if it replicates and is maintenance free, he's OK with the windows.

Mr. Zettel noted that the windows add value to the building and vitality to downtown. Commissioner Omer stated that this has a vision – we need these buildings downtown.

Commissioner Eaton said if we can accomplish the look and feel of the older style, and do a certificate of appropriateness, we're establishing the 2011 standards.

Ms. Warren-Riley noted that she called the entire list of contractors from SHPO's recommendations. No one called back. Mr. Johnson commented that the price is prohibitive.

Commissioner Van Epps said he wanted this to go forward. He didn't want to signal that the board would want to stand in the way.

**Motion by Commissioner Eaton, supported by Commissioner Omer that the Owosso Downtown Historic District Commission, finding that the exterior improvements at 122 N. Washington Street meets all the Secretary of the Interiors Standards, as well as local standards, hereby directs staff to issue a certificate of appropriateness for the work and building permit application as applied for and illustrated,**  
**Yeas: Eaton, Van Epps, Omer. Nay: Newman. Motion carried.**

Commissioner Van Epps asked if we issue a certificate of appropriateness, can we still accept aluminum clad; can we still insist they replicate what is there?

Mr. Zettel replied that if they had really good windows, you could say no. He's on the fence. Agrees with Commissioner Eaton, it has to be functional before historical; needs to be balanced with Department of Energy versus Historical Preservation.

Commissioner Eaton said we're singling out this case; we not saying everyone can use aluminum.

**3) 111 E. Main Street – Window Replacement Application**

Mr. Johnson stated this building had fixed windows in the front. They are huge and in very bad condition. The masonry is very deteriorated. A Board Member interjected there is T-1-11 siding. Mr. Johnson said he was only working on the interior and windows.

**Motion by Commissioner Eaton, supported by Commissioner Van Epps that the Owosso Downtown Historic District Commission, finding that the exterior improvements at 111 E. Main Street meets all the Secretary of the Interiors Standards, as well as local standards, hereby directs staff to issue a certificate of appropriateness for the work and building permit application as applied for and illustrated.**

**Yeas All. Motion carried.**

**4) 211 N. Washington – Sign Application**

Cory Agnew from Agnew Graphics stated there were two signs and lettering on the awning. Chairman Newman noted this is a non-contributing building.

**Motion by Commissioner Van Epps, supported by Commissioner Eaton, that the Owosso Downtown Historic District Commission, finding that the signs at 211 N. Washington Street meets all the Secretary of the Interiors Standards, as well as local standards, hereby directs staff to issue a notice to proceed for the work and building permit application as applied for and illustrated conditioned upon being approximately the same height on neighboring signs.**

**Yeas all. Motion carried.**

**5) 204 W. Main – Sign Application**

The application is for the same size sign with the same material. It will be centered over the front entry. This is a contributing building.

**Motion by Commissioner Eaton, supported by Commissioner Van Epps, that the Owosso Downtown Historic District Commission, finding that the sign at 204 W. Main Street meets all the Secretary of the Interiors Standards, as well as local standards, hereby directs staff to issue a notice to proceed for the work and building permit application as applied for and illustrated.**

**Yeas all. Motion carried.**

**PUBLIC COMMENTS:** None

**COMMISSIONER COMMENTS:** None

**ADJOURNMENT:**

Chairman Newman adjourned the meeting at 7:07 p.m.

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Phil Hathaway, Secretary