

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, MAY 01, 2017  
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 SPECIAL MEETING OF APRIL 12, 2017:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 17, 2017:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

1. Buddy Poppy Sale Kickoff. Poppy Queen Natalie Thayer will sell the ceremonial first Buddy Poppy to Mayor Christopher Eveleth marking the start of the annual Buddy Poppy Sale in Owosso.
2. Retirement Proclamation – Helen Gaynor. A Mayoral Proclamation recognizing Water Filtration Plant Operator Helen Gaynor for her years of service to the City of Owosso on the occasion of her retirement.

**PUBLIC HEARINGS**

1. Special Assessment District No. 2017-01. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2017-01 for Oliver Street from Washington Street to Oak Street for reconstruction.
2. Special Assessment District No. 2017-03. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2017-03 for Stewart Street from Chestnut Street to Chipman Street for street rehabilitation.
3. 2017-2018 Proposed City Budget. Conduct a Public Hearing to receive citizen comment regarding the proposed 2017-2018 City Budget.

## **CITIZEN COMMENTS AND QUESTIONS**

### **CITY MANAGER REPORT**

1. Project Status Report

### **CONSENT AGENDA**

1. Special Assessment District No. 2017-07. Authorize Resolution No. 2 setting a public hearing for Monday, May 15, 2017 for proposed Special Assessment District No. 2017-07 for Chipman Street from Willow Springs Drive to Harding Avenue.
2. Skate Park Grant Application Amendment. Amend Resolution No. 28-2017 approving application for an MDNR Recreation Passport Grant for a new skate park adjusting the projected cost.
3. Bid Award - Standby Generator for Water Filtration Plant. Accept the low bid of Maher Electric, LLC dba Michigan Critical Power for the provision and installation of one 300 Kw standby generator at the Water Filtration Plant in the amount of \$75,760.00, plus a contingency of \$5,000.00, and authorize payment up to the contract amount, including the contingency, to the vendor upon satisfactory delivery and installation of the product.
4. Bid Award - 2017 Street Patches Program. Authorize bid award to Sumbera Excavating, Inc. as the low bidder for the 2017 Street Patches Program in the amount of \$44,230.00, approve a contingency amount of \$4,400.00, and further authorize payment up to the bid amount plus the contingency (with prior written approval) upon satisfactory completion of the work or a portion thereof.
5. Bid Award - 2017 Tall Grass Mowing Program. Authorize bid award to J&M Tree Service for mowing of private properties in violation of the weed ordinance and for certain city-owned properties for the 2017 mowing season in the amount of \$24,300.00, approve a contingency of \$2,500.00 to be utilized only upon written approval, and further authorize payment up to the bid amount plus the contingency.

### **ITEMS OF BUSINESS**

1. Pole Usage Agreement. Consider agreement with Consumers Energy to mount water meter transmitters on utility poles in up to 5 locations throughout the City and authorize payment to Consumers according to the terms of the agreement.

### **COMMUNICATIONS**

1. Kevin D. Lenkart, Public Safety Director. March 2017 Police Report.
2. Kevin D. Lenkart, Public Safety Director. March 2017 Fire Report.
3. Planning Commission. Minutes of March 27, 2017.

## **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, May 15, 2017

## **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals - term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2018  
Historical Commission – term expires December 31, 2019  
Parks & Recreation Commission – 2 terms expiring June 30, 2017  
Parks & Recreation Commission – term expires June 30, 2018

## **ADJOURNMENT**

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

**CITY OF OWOSSO  
SPECIAL MEETING OF THE CITY COUNCIL  
MINUTES OF APRIL 12, 2017  
6:00 P.M.**

**PRESIDING OFFICER:** MAYOR CHRISTOPHER T. EVELETH

**PRESENT:** Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Elaine M. Greenway, Daniel A. Law, and Robert J. Teich, Jr.

**ABSENT:** Councilmembers Lori F. Bailey and Burton D. Fox

Mayor Eveleth called the meeting to order at 6 p.m.

Mayor Eveleth asked the city attorney if he needed to ask for citizen comments because there were not any citizens present. The city attorney responded that it wasn't necessary.

The Mayor turned the meeting over to the City Manager Don Crawford. Mr. Crawford introduced the new finance director Karen Ruddy to the council. He explained that Ms. Ruddy had worked on this budget along with help from former finance director Rick Williams.

Ms. Ruddy then began with a power point presentation. The presentation began with how the budget process begins. She explained how the numbers are obtained. She also detailed the difference between the private sector budget and a government budget.

**DISCUSSION ITEMS**

**General Fund Revenues**

Ms. Ruddy went on to explain property tax is the largest source of revenue for the city. The next highest is the intergovernmental revenue is made up of property tax reimbursement and revenue sharing [constitutional and CVT (City, Village and Township) revenue sharing]. The next source of revenue is charges for services which include mostly ambulance charges with a few other things the next highest revenue is interest income. City Manager Crawford pointed out that with ambulance charges a significant portion of the charges have to be written off. Other revenue includes returns from general liability insurance and rebates from MML pool. Ms. Ruddy then showed a graph explaining comparison in the revenue sharing and how much lower it is now.

Ms. Ruddy summarized the following departments in the general fund, highlighting the increases or decreases, if any: City Council; City Manager; Assessing; City Attorney; City Clerk; Human Resources; Treasury; Information Technology; Buildings and Grounds; General Administration; Police Department; Fire Department; Building and Safety; Public Works; Leaf and Brush; and Community Development.

City Manager Crawford explained to the council that even though some departments may be in general fund not all that department's budget may be under the general fund. He used the example of Public Works under general fund would be the parks but roads are under major and local roads.

Councilmembers and City Manager Crawford had a discussion regarding bonding out the pension obligation it would save the city about \$200,000 per year over 20 years. The state law will not allow that unless you have a double AA rating and the city has an A rating.

City Manager Crawford explained what a Redevelopment Ready Community means. One part requires as Ms. Montenegro explained a self-evaluation. This will allow the city to be eligible for MSHDA programs. The program forces you to address the City's Master Plan and the Zoning Ordinance.

Mayor Eveleth asked if the city is still budgeting \$2 per capita for SEDP. City Manager Crawford said City of Owosso is the only governmental unit to do that. Some governmental units only support them \$1 per capita or they were at \$2 and dropped and some units don't support it at all. Mayor Eveleth stated he felt it was a good value for the money.

Susan Montenegro, Assistant City Manager/Community Development Director explained there are 8 buildings that will be submitting for façade grant funding in the downtown.

Councilmember Law asked if the grant funding could be used in Westtown. She stated that someone in Westtown could apply for the funding.

Councilmembers had a short discussion regarding the Owosso Historical Commission and their pursuit to set them up with a 501C3. City Manager reported it would probably take a 1 to 1 ½ years to get the 501C3 in place and they could become self-sufficient in 3 – 5 years. Councilmember Greenway reported that the Historical Commission voted to go ahead and pursue the 501C3. She stated she also advised them of possible pitfalls of doing this.

There was a short discussion when they would have to adopt the budget. The city manager stated that they even could adopt the budget in the June meeting because there isn't a penalty at that point.

Councilmembers also discussed the date of the next two budget workshops. The next workshop will be May 4, 2017 (from 6p.m. - 8 p.m.) and then the Saturday, May 13, 2017 (from 9 a.m. – Noon). Mayor Eveleth volunteered to bring Coffee, Timbits and Cream (after receiving a request from Pro-Tem Osika for this item) for the May 13<sup>th</sup> meeting. Councilmember Greenway is also bringing a veggie tray for this meeting.

Mayor Eveleth adjourned the meeting at 7:25 p.m.

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Christopher T. Eveleth, Mayor

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Roxane K. Cramer, Deputy City Clerk

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF APRIL 17, 2017  
7:30 P.M.**

**PRESIDING OFFICER:** MAYOR CHRISTOPHER T. EVELETH

**OPENING PRAYER:** TOM MANKE  
COMMUNITY NEWS AND VIEWS

**PLEDGE OF ALLEGIANCE:** FIREFIGHTERS STEPHEN A. CHAPKO II AND MATTHEW NOWISKI

**PRESENT:** Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,  
Councilmembers Burton D. Fox, Elaine M. Greenway, Daniel A. Law,  
and Robert J. Teich, Jr.

**ABSENT:** Councilmember Loreen F. Bailey

**APPROVE AGENDA**

Motion by Councilmember Fox to approve the agenda as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 3, 2017**

Motion by Councilmember Greenway to approve the Minutes of the Regular Meeting of April 3, 2017 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

Firefighter Promotion. Mayor Eveleth swore in firefighter Matthew Nowiski for his promotion to Lieutenant. Lieutenant Nowiski's family was on hand to observe the honor. His girlfriend, Stephanie Kalakay, pinned on his badge.

Firefighter Promotion. Mayor Eveleth swore in firefighter Stephen Chapko II for his promotion to Capitan. Capitan Chapko's family was on hand to observe the honor. His mother, Mildred Chapko, pinned on his badge.

Mayor Eveleth read aloud the following proclamation of the Mayor's Office declaring April 28, 2017 as Arbor Day in the City of Owosso:

Arbor Day Proclamation

**A PROCLAMATION  
OF THE MAYOR'S OFFICE OF THE CITY OF OWOSSO, MICHIGAN  
PROCLAIMING APRIL 28, 2017 AS  
ARBOR DAY IN THE CITY OF OWOSSO**

*Whereas,* in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* decades before this in the 1830's, Owoosso was making the transition from settlement to city thanks to the amazing vision of Alfred and Benjamin Williams. The Williams brothers joined with early settlers, Dr. and Mrs. John Barnes, in designing a city layout that would preserve a natural character and aesthetic appeal. This led them to plant many of the trees that have made our city streets so beautiful for over 175 years, leading to the lovely arbors of trees that frame so many of our boulevards and the many mature trees that stand in our yards, and

*Whereas,* these trees have reduced the erosion of our precious topsoil by wind and water, cut our heating and cooling costs by shading our homes, cleansed the air, produced life-giving oxygen, and provided habitat for wildlife, at the same time increasing property values, enhancing the economic vitality of business areas, and generally adding beauty to our neighborhoods and parks, and

*Whereas,* it falls to each generation to continue the stewardship that was launched by our founding families through the planting of new trees throughout our city to replace those that are lost, and

*Whereas,* Owoosso is proud to hold the Tree City USA designation and to be engaged once again with the citizens of Owoosso to plant new trees throughout the City.

*Now, Therefore,* I, Christopher T. Eveleth, Mayor of the City of Owoosso, do hereby proclaim April 28h, 2017 as Arbor Day in the City of Owoosso, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge our citizens to plant trees to promote the well-being of this generation and our posterity.

Proclaimed this 17<sup>th</sup> day of April, 2017.

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**Christopher T. Eveleth, Mayor**

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

Tom Manke thanked the council for keeping their eye on the bottom line and protecting taxpayers.. He also commented on MAGNET funding and shared that the county is no longer supporting MAGNET. He also stated he has learned the Sheriff's department no longer has an officer with them and part of the problem is that MAGNET will not tell how they are spending their money. Mr. Manke related that the state receives all the forfeiture money for drug busts. He has interviewed several people and believes that MAGNET doesn't go after the "King Pin". He is asking the council to hold MAGNET's feet to the fire.

Eddie Urban stated he felt that television gives away to many secrets on how offenders are arrested and how they are captured. He also commented on drones. He reported that he had asked Councilmember Fox if he could shoot down a drone.

Mayor Eveleth reported that council is right is in the midst of budget workshops and will be discussing MAGNET funding again. He also explained to the city attorney there was a constituent question regarding discharging of a fire arm in the city limits. The constituent questioned if it was a self- defense situation would the city ordinance be enforced. The mayor explained he thought that state law would supersede the city ordinance. The city attorney agreed with the mayor.

Councilmember Law asked if the city ordinance should be amended to reflect that state law would supersede the ordinance.

Councilmember Fox asked Public Safety Director Lenkart if somebody breaks into their front door that doesn't mean they could necessarily shoot them. Director Lenkart responded that he doesn't like to respond to a "what if" questions there are too many factors that play into it and every situation is different.

Councilmember Fox went on to explain that he feels that it boils down to using common sense in these situations.

In response to Councilmember Law's question, City Manager Crawford stated he believes that when city ordinances are codified there is a footnote stating State Law supersedes the city ordinance.

Councilmember Greenway asked for clarification of the law and asked if her doors were locked and somebody broke into her house will she have to wait to see if they have a gun. Mayor Eveleth responded to her agreeing with Director Lenkart that every situation is different and he also stated he would have to go and look at the State Law and the Castle Doctrine more closely.

Councilmember Greenway expressed the fact that she didn't think that the hypothetical person that had broken into her house would be impressed with a tennis racket.

The city attorney cautioned the council about giving legal advice under any circumstance.

Councilmember Fox reported he has had several people complain about the condition of Allendale Avenue. He drove down Allendale Avenue and said it is an alley of potholes. He asked to do some more pothole filling and maybe add it to the program as a chip and seal.

The city manager stated that they just heard about it last week and will at least fill the pot holes.

### **CITY MANAGER REPORT**

City Manager Crawford indicated he had nothing to report at this time.

### **CONSENT AGENDA**

Councilmember made a motion to approve the consent agenda as follows:  
Special Assessment District No. 2017-03. Authorized Resolution No. 2 setting a public hearing for Monday, May 1, 2017 for proposed Special Assessment District No. 2017-03 for Stewart Street from Chestnut Street to Chipman Street for street resurfacing. Special Assessment District No. 2017-01. Authorized Resolution No. 4 setting a public hearing for Monday, May 1, 2017 to receive citizen comment regarding Special Assessment District No. 2017-01 for Oliver Street, from Washington Street to Oak Street for reconstruction.

Boards & Commissions Appointments. Approved the following Mayoral Boards and Commissions appointments:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Jim Woodworth	Downtown Development Authority/Main Street Board	06-30-2018

	filling unexpired term of S. Haskins	
Sara Adams	Historical Commission filling unexpired term of J. Mahoney	12-31-2019
Elaine Greenway	Historical Commission Filling unexpired term of S. Osika	Term of office
Daniel Law	Planning Commission Council Representative	Term of office

Free Food Distribution Permission. Approved the application from First United Methodist Care Network for use of a portion of Comstock Parking Lot on May 20, 2017 from 8:00am— 12:00pm to conduct a free food distribution, waive the insurance requirement, and authorize Traffic Control Order No. 1368 formalizing the action.

Downtown Owosso Farmers' Market. Approved request from Tracy Peltier- Market Master of the Downtown Owosso Farmers' Market to close Exchange Street from Water Street to Washington Street and Ball Street from Main Street to Mason Street every Saturday from May 6, 2017 to October 28, 2017 from 7:00 a.m. until 1:30 p.m., close the same streets on July 29, 2017, September 9, 2017, and September 16, 2017 from 7:00 a.m. until 4:00 p.m., and approve Traffic Control Order No. 1369 formalizing the request.

Purchase Authorization - North Chipman Water Main Materials. Waived competitive bidding requirements and authorized purchase of water main materials from ETNA, Ferguson, and East Jordan Iron Works for the replacement of water distribution system components on North Chipman Street from Stinson Street to Shady Lane Drive in an amount not to exceed \$32,687.46 (including a contingency of \$6,000) and further authorized payment to the vendor upon satisfactory delivery of said product.

Bid Award —Sand and Gravel. Accepted the low bid of Fuoss Gravel Company for Class II Backfill Sand in the amount of \$4.99 per ton and 22A gravel in the amount of \$8.90 per ton for the fiscal year ending June 30, 2018, authorized payment in accordance with unit prices up to 2,500 tons and 1,800 tons respectively, and further authorized a contingency amount of \$5,000.00 for a total amount not to exceed \$33,657.00.

Warrant No. 541. Authorized Warrant No. 541 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Logicalis, Inc.	Network engineering support- March 2017	Various	\$7,056.00
Caledonia Charter Township	Caledonia Utility Fund payment- 1/1/17 – 3/31/17	Water	\$20,923.00
William C Brown PC	Professional services- 3/13/17-4/10/17	General	\$7,682.48

Check Register – March 2017. Affirmed check disbursements totaling \$1,591,558.77 for March 2017.

### **ITEMS OF BUSINESS**

Set Public Hearing -2017-2018 City Budget. Set required Public Hearing pursuant to Chapter 8 of the City Charter for May 1, 2017 to receive citizen comment regarding proposed 2017-2018 City Budget.

MDOT Performance Resolution. Authorized resolution outlining the City's responsibilities in relation to the granting of permits by MDOT to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and/or under a State Highway right of way.

Transportation Economic Development Funds-Category F Application – Monroe & Gould Streets. Approved resolution supporting the application to seek Transportation Economic Development Fund-Category F funds for roadway improvements to Monroe Street from the east City limits to Gould Street

and Gould Street from Monroe Street to Corunna Avenue and authorized the obligation of City funds for the project per the terms of the TEDF-F Program match requirement.

### **COMMUNICATIONS**

N. Bradley Hissong, Building Official. March 2017 Building Department Report.  
N. Bradley Hissong, Building Official. March 2017 Code Violations Report.  
Parks & Recreation Commission. Minutes of March 28, 2017.

### **CITIZEN COMMENTS AND QUESTIONS**

There were no citizen comments.

Councilmember Fox commented on communications. He stated he noticed the Parks and Recreation Commission had another meeting canceled because of a lack of a quorum. He shared he feels that council needs to find out the problem with the commission and remedy the problem.

Mayor Eveleth shared that there are some very passionate people on the Parks and Recreation Commission and have done good work and he appreciates it. He also shared that the Assistant City Manager and he have had some discussions on making this commission more viable. The mayor also reported he has looked for people to serve and hasn't been able to find anyone willing to commit to serving on the commission.

Councilmember Law questioned how someone goes about being on the Parks and Recreation Commission. The mayor explained the process. Councilmember Law stated he may have a couple of people interested. The mayor also explained they must be a City of Owosso resident to serve.

Councilmember Fox asked for clarification on the budget hearing. City Manager Crawford explained it for him.

### **NEXT MEETING**

Monday, May 01, 2017

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals - term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2018  
Historical Commission – 2 terms expiring December 31, 2019  
Parks & Recreation Commission – 2 terms expiring June 30, 2017  
Parks & Recreation Commission – term expires June 30, 2018

### **ADJOURNMENT**

Motion by Councilmember Fox for adjournment at 8:01 p.m.

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

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Christopher T. Eveleth, Mayor

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Roxane K. Cramer, Deputy City Clerk



## MEMORANDUM

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

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DATE: April 24, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Public Hearing for Special Assessment Roll for Oliver Street Reconstruction

RECOMMENDATION: City staff recommends approval of Resolution No. 5 which sets the final special assessment amounts for the Oliver Street Reconstruction Project.

BACKGROUND: This public hearing is intended to provide affected residents with the opportunity to comment regarding their individual assessments.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if it is felt all the assessments are fair and equitable the resolution may be passed as written.

Tonight the council will be considering Resolution No. 5 for the district. Staff recommends authorization of Resolution No. 5 for the following public improvement:

**Special Assessment District No. 2017-01**  
**Oliver Street, Public Street, from Washington Street to Oak Street**

Attachment(s): Oliver Street Resolution No. 5

**Special Assessment District No. 2017-01     Oliver Street from Washington Street to Oak Street**

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

**DISTRICT NO. 2017-01  
OLIVER STREET FROM WASHINGTON STREET TO OAK STREET  
SPECIAL ASSESSMENT RESOLUTION NO. 5**

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 Washington Street to Oak Street, and

WHEREAS, all interested parties were heard 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 \$97,051.68 is hereby confirmed and shall be known as Special Assessment Roll No. 2017-01.
2. Said special assessment roll shall be divided into twenty installments, the first of which shall be due and payable on December 1, 2017, and the subsequent installments shall become 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, 2017.
3. The installments of the special assessment roll shall bear interest at the rate of 6% 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, 2017 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 her 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.

**RESO #4 OLIVER ST. SOUTH SIDE****SPECIAL ASSESSMENT ROLL**

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ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
426	Washington	470-006-001	122	0.75	91.50	\$44.34	\$4,057.11
118	Oliver	470-006-003	122	0.75	91.50	\$44.34	\$4,057.11
202	Oliver	470-007-001	63	0.75	47.25	\$44.34	\$2,095.07
208	Oliver	470-007-002	63	1	63.00	\$44.34	\$2,793.42
216	Oliver	470-007-004	52	1	52.00	\$44.34	\$2,305.68
220	Oliver	470-007-003	70	0.75	52.50	\$44.34	\$2,327.85
308	Oliver	470-008-001	122	0.75	91.50	\$44.34	\$4,057.11
314	Oliver	470-008-002	61	1	61.00	\$44.34	\$2,704.74
318	Oliver	470-008-003	61	0.75	45.75	\$44.34	\$2,028.56
406	Oliver	260-000-001	132	0.75	99.00	\$44.34	\$4,389.66
418	Oliver	260-000-008	100	1	100.00	\$44.34	\$4,434.00
430	Oliver	260-000-009	86	1	86.00	\$44.34	\$3,813.24
434	Oliver	260-000-010	78	1	78.00	\$44.34	\$3,458.52
438	Oliver	260-000-011	66	1	66.00	\$44.34	\$2,926.44
446	Oliver	260-000-012	99	0.75	74.25	\$44.34	\$3,292.25
			1297		1099.25		\$48,740.75

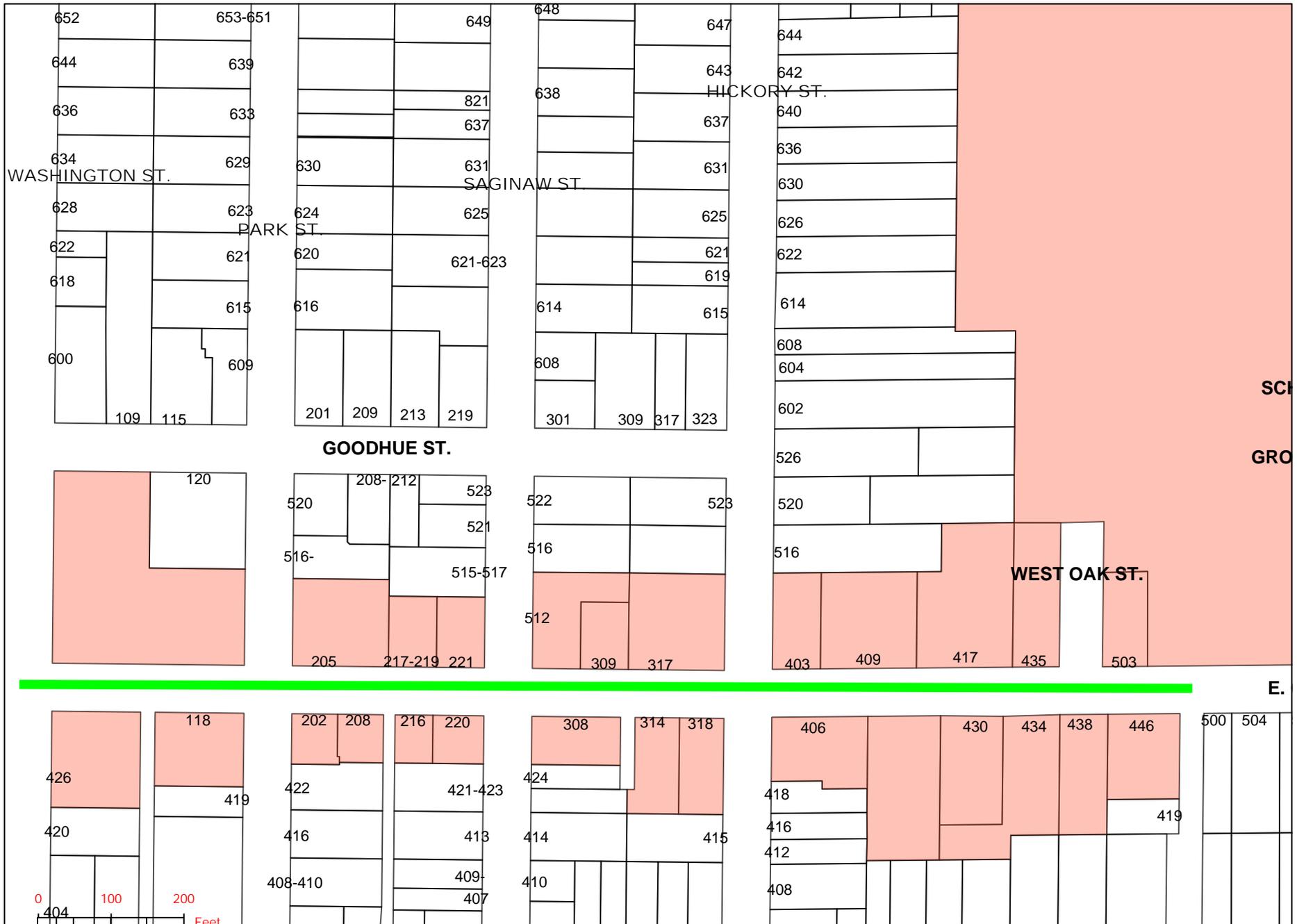
**OLIVER ST. NORTH SIDE****SPECIAL ASSESSMENT ROLL**

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
	Oliver	470-000-003	264	0.75	198.00	\$44.34	\$8,779.32
205	Oliver	470-031-001	132	0.75	99.00	\$44.34	\$4,389.66
217-219	Oliver	470-031-004	66	1	66.00	\$44.34	\$2,926.44
221	Oliver	470-031-005	66	0.75	49.50	\$44.34	\$2,194.83
512	Saginaw	470-030-001	66	0.75	49.50	\$44.34	\$2,194.83
309	Oliver	470-030-002	66	1	66.00	\$44.34	\$2,926.44
317	Oliver	470-030-003	132	0.75	99.00	\$44.34	\$4,389.66
403	Oliver	240-001-001	66	0.75	49.50	\$44.34	\$2,194.83
409	Oliver	240-001-002	132	1	132.00	\$44.34	\$5,852.88
417	Oliver	240-001-003	132	1	132.00	\$44.34	\$5,852.88
435	Oliver	630-003-002	63.89	0.75	47.92	\$44.34	\$2,124.66
503	Oliver	630-002-002	62.5	0.75	46.88	\$44.34	\$2,078.44
515	Oliver	630-001-001	72.07	0.75	54.05	\$44.34	\$2,396.69
			1320.46		1089.35		\$48,301.56

## RESO #4

ENGINEERING		\$242,705.72	OLIVER ST. SOUTH SIDE	\$48,740.75
CITY SHARE	60%	\$145,654.04	OLIVER ST. NORTH SIDE	\$48,301.56
LAND OWNER	40%	\$97,051.68		\$97,042.30
	TOTAL	\$242,705.72		
ASSESSABLE FRONT FOOT		2188.60		
FRONT FOOT RATE		<b>\$44.34</b>		

# OWOSSO





## MEMORANDUM

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

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DATE: April 24, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Stewart Street Resurfacing – Special Assessment Resolution No 3

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. Stewart Street, from Chestnut Street to Chipman Street, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

**Step One/Resolution No. 1** identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its January 3, 2017 meeting.

**Step Two/Resolution No. 2** sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its April 17, 2017 meeting.

**Step Three/Resolution No. 3** documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process. City Council is asked to act upon Resolution No. 3 on **May 1, 2017** for the proposed improvement.

**Step Four/Resolution No. 4** takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

**Step Five/Resolution No. 5** documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow

affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

**Special Assessment District No. 2017-03**  
**Stewart Street, Public Street, from Chestnut Street to Chipman Street**

**RESOLUTION NO.**

**ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2017-03  
STEWART STREET, FROM CHESTNUT STREET TO CHIPMAN STREET  
FOR STREET REHABILITATION**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

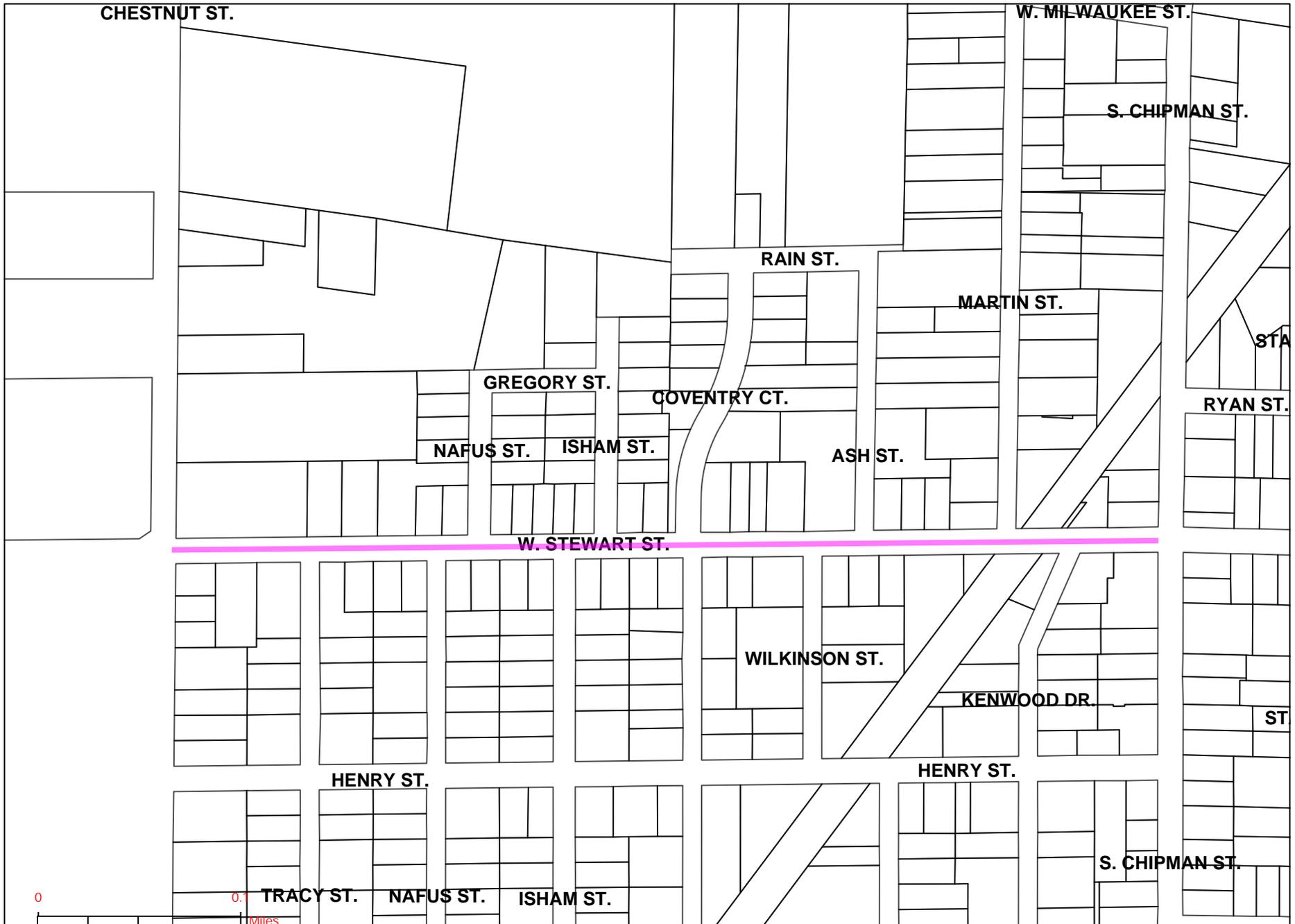
WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited: Stewart Street, a Public Street, from Chestnut Street to Chipman Street
2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$907,365.00 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
3. The City Council determines that of said total estimated cost, the sum of \$138,330.91 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied: Stewart Street, Public Street, from Chestnut Street to Chipman Street for street resurfacing.
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.

When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

# OWOSSO





## MEMORANDUM

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

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DATE: May 1, 2017

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Chipman Street Resurfacing – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. Chipman Street, from South Street to Stewart Street, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **January 3, 2017** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. City Council is asked to act upon Resolution No. 2 for the proposed improvement at the **May 1, 2017** council meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process. The **May 15, 2017** council meeting is proposed for this public hearing.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

**Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue**

**Special Assessment Resolution No. 2 for Chipman Street**

Special Assessment District No. 2017-07

**Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue**

**RESOLUTION NO.**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue; Resurfacing**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be **\$93,534.00** and determines that **\$37,413.60** thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that **\$56,120.40** of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, **May 15, 2017** for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Chipman Street, Public Street, from Willow Springs Drive to Harding Avenue**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Street Resurfacing.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, **May 15, 2017** for the purpose of hearing any person to be affected by the proposed public improvement.

**RESO #2 CHIPMAN STREET WEST SIDE  
WILLOW SPRINGS TO HARDING**

**SPECIAL ASSESSMENT ROLL**

Address NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
803	Chipman	603-003-017	66	0.75	49.5	\$40.01	\$1,980.50
807	Chipman	603-003-016	66	1	66	\$40.01	\$2,640.66
815	Chipman	603-000-001	66	0.75	49.5	\$40.01	\$1,980.50
903	Chipman	603-005-002	150.1	0.75	112.575	\$40.01	\$4,504.13
911	Chipman	537-000-015	113.81	1	113.81	\$40.01	\$4,553.54
1001	Chipman	537-000-014	90	1	90	\$40.01	\$3,600.90
			551.91		481.385		\$19,260.21

**CHIPMAN STREET WEST SIDE  
WILLOW SPRINGS TO HARDING**

**SPECIAL ASSESSMENT ROLL**

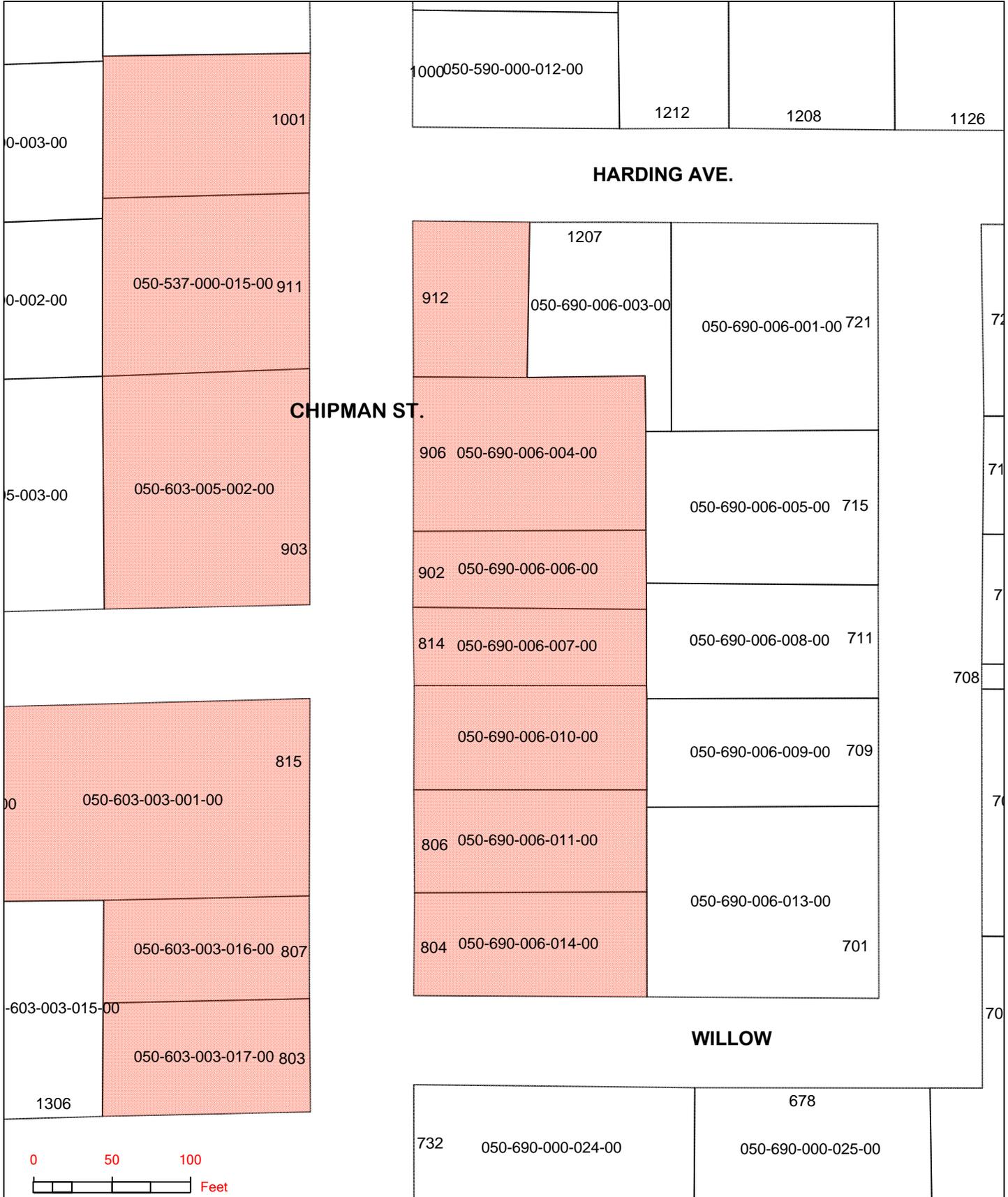
Address NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT
804	Chipman	690-006-014	66	0.75	49.5	\$40.01	\$1,980.50
806	Chipman	690-006-011	66	1	66	\$40.01	\$2,640.66
	Chipman	690-006-010	66	1	66	\$40.01	\$2,640.66
814	Chipman	690-006-007	50	1	50	\$40.01	\$2,000.50
902	Chipman	690-006-006	49	1	49	\$40.01	\$1,960.49
906	Chipman	690-006-004	99	1	99	\$40.01	\$3,960.99
912	Chipman	690-006-002	99	0.75	74.25	\$40.01	\$2,970.74
			495.00		453.75		\$18,154.54

**RESO #2 CHIPMAN STREET  
WILLOW SPRINGS TO HARDING**

**SPECIAL ASSESSMENT ROLL**

ENGINEER'S ESTIMATE		\$93,534.00 WEST SIDE	\$19,259.62
CITY SHARE	60%	\$56,120.40 EAST SIDE	\$18,153.98
LAND OWNER	40%	\$37,413.60	\$37,413.60
	TOTAL	\$93,534.00	
ASSESSABLE FRONT FOOT	935.14		
FRONT FOOT RATE	\$40.01		

# OWOSSO





## MEMORANDUM

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

**DATE:** April 27, 2017

**TO:** Mayor Eveleth and the Owosso City Council

**FROM:** Donald Crawford  
City Manager

**SUBJECT:** Amending original resolution to seek a Michigan Department of Natural Resources 2017 Recreation Passport Grant Application to include “rounded” numbers for grant request

### RECOMMENDATION:

Consider applying for a grant from the MDNR as outlined below.

### BACKGROUND:

The MDNR has grant programs available to the city to offset the \$150,000 cost of a new skate park. Fundraising results geared specifically for the skate park have raised \$25,917 for this project. The parks and recreation commission is requesting permission to apply for a \$74,083 grant through the MDNR. The city must provide a match of at least 25%, which it currently has.

A conceptual design is attached that was provided from Spohn Ranch that has been broken into two phases. Bryan Marks, owner of Great Lakes Fusion, believes the same park can be built for \$150,000. The attached letter from Mr. Marks shows phase 1 will cost \$100,000 to build.

The DNR grant website will not allow for exact dollar amounts to be entered, but rather, requires dollar amounts to be entered to the nearest 100. The following is the actual request needed on the application, in which the resolution must mirror the application.

Previous breakout of costs:

<b>Grove Holman Skate Park Grant</b>	
<b>Contributor</b>	<b>Contribution</b>
Local Donations – GoFundMe Account	\$3,136
Fund-raising – Previous Polar Plunges	\$22,781
<b>Total Local Match</b>	<b>\$25,917</b>
<b>Grant Request</b>	<b>\$74,083</b>
<b>Total Project Cost</b>	<b>\$100,000</b>

Amended breakout of costs rounding to the nearest 100 per DNR requirements:

<b>Grove Holman Skate Park Grant</b>	
Contributor	Contribution
<b>Total Local Match</b>	<b>\$25,900</b>
<b>Grant Request</b>	<b>\$74,100</b>
<b>Total Project Cost</b>	<b>\$100,000</b>

**FISCAL IMPACTS:**

The city must commit to pay for the work and obtain MDNR reimbursement up to \$75,000. The city would be responsible for the balance if the grant is awarded over and above any money raised by the parks and recreation commission.

**AMENDED RESOLUTION NO. 28-2017**

**TO SEEK A RECREATION PASSPORT GRANT  
THROUGH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

WHEREAS, the Owosso Skate Park is currently located on the corner of Allendale and Gould Street; and

WHEREAS, the park's structures have exceeded their useful life, and regular maintenance cannot effectively address some of the facility's shortcomings; and

WHEREAS, the city of Owosso intends to relocate the skate park to Grove Holman Park, a city owned park within the city of Owosso; and

WHEREAS, the new skate park will provide a recreation space for skaters that is more centrally located as well as increase accessibility; and

WHEREAS, the city of Owosso Parks and Recreation Commission have held several public meetings to engage local youth, skaters and bikers regarding design alternatives and park relocation; and

WHEREAS, the city of Owosso Parks and Recreation Commission has held fundraising events over the last two years for the skate park; and

WHEREAS the city of Owosso city council is publicly and financially committed to carrying out the improvements for a new skate park located at Grove Holman Park; and

WHEREAS, the State of Michigan Department of Natural Resources is accepting Recreation Passport Grant applications for its 2017 funding year for amounts up to \$75,000 for the purpose of "providing public outdoor recreation opportunities and infrastructure to support public outdoor recreation activity".

NOW, THEREFORE, BE IT RESOLVED that the city of Owosso city council commits to funding the capital rehabilitation funding proposal below and further directs staff to complete and submit an application for the 2017 Recreation Passport Grant Program through the Michigan Department of Natural Resources (MDNR).

<b>Grove Holman Skate Park Grant</b>	
<b>Contributor</b>	<b>Contribution</b>
Local Donations — GoFundMe Account	\$3,136
Fund raising — Previous Polar Plunges	\$22,781
Total Local Match	\$25,917
Grant Request	\$74,083
Total Project Cost	\$100,000

<b>Grove Holman Skate Park Grant</b>	
<b>Contributor</b>	<b>Contribution</b>
Total Local Match	\$25,900
Grant Request	\$74,100
Total Project Cost	\$100,000



## MEMORANDUM

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

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**DATE:** April 26, 2017  
**TO:** City Council  
**FROM:** Glenn M. Chinavare, Utility Director  
**SUBJECT:** Emergency Standby Generator - Water Filtration Facility

**RECOMMENDATION:**

Authorization to purchase one each diesel powered Standby Generator System from Michigan Critical Power of Byron Center, Michigan for use at the Water Filtration Facility

**BACKGROUND:**

The Water Filtration Facility presently has an old 1972 Detroit Diesel generator, purchased used from the Muskegon County Wastewater Authority in 1982 for a price of \$58,000.00. This generator is over sized, not energy efficient, and beyond economical restoration. This 500 kW unit will be replaced with a more efficient and appropriately sized 300 Kw generator. There is presently no market value for the Detroit Diesel generator, and will probably be sold at salvage value.

Bids received are as follows:

Klein Electric of Saginaw, Michigan.....	\$112,820.00
McKerchie Enterprises of Clio, Michigan.....	\$108,360.00
Michigan Critical Power of Saginaw, Michigan.....	\$75,760.00

**FISCAL IMPACTS:**

Equipment expense in the amount of \$75,760.00, plus contingency of \$5,000.00 for a total of \$80,760.00 will be provided from the FY2016-2017 Capital Budget replacement fund 599-901-977.000.

**Document originated by:**

Glenn M. Chinavare, Utility Director

Attachment: (1) Resolution  
(2) Bid Tab

**RESOLUTION NO.**

**AUTHORIZING PURCHASE AGREEMENT AND PAYMENT TO  
MICHIGAN CRITICAL POWER FOR A 300 Kv STANDBY GENERATOR SYSTEM  
FOR USE AT THE WATER TREATMENT FACILITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Water Replacement Fund for the replacement of an Emergency Standby Generator, and

WHEREAS, the existing generator is beyond economical restoration and oversized for its application, and determined to require replacement with a more efficient and properly sized unit, as specified in the competitive low and responsible bid price provided from Michigan Critical Power in the amount of \$75,760.00, and

WHEREAS, the City Public Services Director has reviewed the Bid proposals and verified the replacement generator system needed to replace the current generating system, and recommends authorizing Michigan Critical Power of Saginaw, Michigan to provide and install the replacement generator system in an amount not to exceed \$75,760.00, plus contingency installation and modification expenses, with prior written approval, in the amount of \$5,000.00.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Michigan Critical Power for the purchase and installation of a generator system for use at the Water Treatment Facility.
- SECOND: The accounts payable department is authorized to submit payment to Michigan Critical Power for the purchase and installation of one new Kohler 300 Kw generator system in the amount of \$75,760.00, plus a contingency amount of \$5,000.00 with prior written approval, for a total of \$80,760.00.
- THIRD: The above expenses shall be paid from account no. 599-901-977.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 4/11/2017

DEPT. WATER

SUBJECT: WTP STANDBY GENERATOR

ITEM #	DESCRIPTION	EST. QTY	UNIT	MICHIGAN CRITICAL POWER		McKERCHIE ENTERPRISES		KLEIN ELECTRIC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	NG GENERATOR SYSTEM	1	EA		\$ 108,825.00		\$ -	\$ 151,487.00	\$ 151,487.00
2	NG INSTALL/START UP/TRAINING	1	LT		\$ 23,062.00		\$ -	\$ 27,738.00	\$ 27,738.00
3	600A TRANSFER SWITCH/INSTALL	1	LT		\$ 4,761.00		\$ -	\$ 4,320.00	\$ 4,320.00
	OPTION 1 TOTAL NATURAL GAS SYSTEM				\$ 136,648.00		NO BID		\$ 183,545.00
									GENERAC
1	DIESEL GENERATOR SYSTEM	1	EA		\$ 59,714.00		\$ 94,500.00	\$ 80,762.00	\$ 80,762.00
2	DIESEL INSTALL/START UP/TRAIN	1	LT		\$ 9,591.00		\$ 8,060.00	\$ 27,738.00	\$ 27,738.00
3	600A TRANSFER SWITCH/INSTALL	1	LT		\$ 6,455.00		\$ 5,800.00	\$ 4,320.00	\$ 4,320.00
	OPTION 2 TOTAL DIESEL SYSTEM				\$ 75,760.00		\$ 108,360.00		\$ 112,820.00
									KOHLER
TOTAL BID									

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH. AGENT:

STAFF REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL APPROVED:

PO NUMBER:

*Glenn M. Chinavare*  
GLENN M. CHINAVARE

*Raren K. Ruddy*  
RAREN K. RUDDY

MICHIGAN CRITICAL POWER

5/22/17

5/22/17

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4/17/17

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## MEMORANDUM

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

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DATE: April 26, 2017  
TO: City Council  
FROM: Glenn M. Chinavare, Director of Public Services & Utilities  
SUBJECT: Contract Award for 2017 Street Patches Program

### RECOMMENDATION:

Award of contract to Sumbera Excavating of Owosso, Michigan, for the 2017 Street Cut Maintenance Repair Program, in the amount of \$44,230.00.

### BACKGROUND:

This annual program involves making street repairs required from broken water mains, asphaltting street surfaces where gas line repairs have been made, as well as repair of bad areas of pavement caused by weak sub-base in a street with generally good pavement.

### Other bids received are:

- Diamond Excavating LLC of Davison, Michigan.....\$45,986.80
- Eastern Asphalt Company of Flint, Michigan.....\$61,594.70

### FISCAL IMPACTS:

Contract services amount of \$44,230.00, plus contingency work in the amount of \$4,400.00 with prior written approval, for a total of \$48,630.00. The costs for these contracted services shall be paid from the water, sewer, and street maintenance operating funds.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
THE 2017 STREET PATCHES PROGRAM  
WITH SUMBERA EXCAVATING OF OWOSSO, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the temporary street patches in many of the streets in the city need to be permanently repaired with a hot mixed asphalt to prevent water from getting into the sub base of the street, accelerating the deterioration of the street pavement, and that this pavement maintenance is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids to permanently patch said areas; a bid was received from Sumbera Excavating, Inc., and it is hereby determined that Sumbera Excavating, Inc. is qualified to provide such services and that it has submitted the only bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Sumbera Excavating, Inc. for pavement patching as part of the 2017 Street Patches Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the contract document(s) for Services Between the city of Owosso, Michigan and Sumbera Excavating, Inc. in the amount of \$44,230.00.
- THIRD: The accounts payable department is authorized to pay Sumbera Excavating, Inc. for work satisfactorily completed in the amount of \$44,230.00, plus contingency work in the amount of \$4,400.00 with prior written approval, for a total of \$48,630.00.
- FOURTH: The above expenses shall be paid from account 591-552-833.300 and 591-552-833.200 Water Maintenance Fund, 590-549-833.200 Sewer Maintenance Fund, and 203/202-463-818.000 Local and Major Maintenance Fund.

CITY OF OWOSSO BID TABULATION SHEET

DATE 4/25/2017  
 DEPT. DPW

SUBJECT: 2017 STREET PATCHES

ITEM #	DESCRIPTION	EST. QTY	UNIT	SUMBERA EXCAVATING		DIAMOND EXCAVATING LLC		EASTERN ASPHALT CO	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2" PATCHES	130	SFT	\$ 6.00	\$ 780.00	15.86	\$ 2,061.80	\$ 8.74	\$ 1,136.20
2	4" PATCHES	3300	SFT	\$ 7.50	\$ 24,750.00	6.70	\$ 22,110.00	\$ 10.68	\$ 35,244.00
3	6" PATCHES	1,400	SFT	\$ 10.00	\$ 14,000.00	9.81	\$ 13,734.00	\$ 12.69	\$ 17,766.00
4	8" PATCHES	175	SFT	\$ 13.00	\$ 2,275.00	24.18	\$ 4,231.50	\$ 18.24	\$ 3,192.00
5	8" PATCHES OVER 10" CONCRETE	55	SFT	\$ 35.00	\$ 1,925.00	60.90	\$ 3,349.50	\$ 68.30	\$ 3,756.50
6	SAWCUTTING	100	LFT	\$ 5.00	\$ 500.00	5.00	\$ 500.00	\$ 5.00	\$ 500.00
<b>TOTAL BID</b>					\$ 44,230.00		\$ 45,986.80		\$ 61,594.70

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

\$ 44,230.00

\$ 48,486.80

\$ 64,094.70

DEPT. HEAD:

*Glenn M. Chinalace*  
GLENN M. CHINALACE  
*Donald D. Crowder*  
Donald D. Crowder

GENERAL LIABILITY INSURANCE  
 EXPIRATION DATE: 3/13/18

AWARDED: \_\_\_\_\_

PURCH. AGENT:

WORKERS COMPENSATION INSURANCE  
 EXPIRATION DATE: 3/13/18

COUNCIL APPROVED: \_\_\_\_\_

STAFF REC.:

SUMBERA EXCAVATING

SOLE PROPRIETORSHIP  
 EXPIRATION DATE: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_



## MEMORANDUM

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

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DATE: April 26, 2017  
TO: City Council  
FROM: Glenn M. Chinavare, Director of Public Services & Utilities  
SUBJECT: Contract Award for 2017 City Wide Mowing and Noxious Weed Removal Services

### RECOMMENDATION:

Award of contract to J&M Tree Service of Flint, Michigan, for the 2017 Mowing and Noxious Weed removal services, in the amount of \$24,300.00.

### BACKGROUND:

This annual program involves mowing maintenance of city owned properties, and private property complaints not in compliance with local city ordinances.

### Other bids received are:

- Total Lawn Care of Unionville, Michigan..... \$66,850.00
- Weiss Property Management of Bay City, Michigan..... \$58,275.00

### FISCAL IMPACTS:

Contract services amount of \$24,300.00, plus contingency work in the amount of \$2,500.00 with prior written approval, for a total of \$26,800.00. The costs for these contracted services shall be paid from the 101-265-818.000 contract services account.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
THE 2017 CITY WIDE MOWING AND NOXIOUS WEED REMOVAL PROGRAM  
WITH J&M TREE SERVICE, AKA FORREST M. SPITZER OF FLINT, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that maintenance of city owned grounds, and private property not in compliance with city ordinances is required, necessary, and in the public interest; and

WHEREAS, the city of Owosso sought bids to perform mowing and noxious weed removal services, J&M Tree Service a.k.a. Forrest M. Spitzer was the low responsible and responsive bidder, and it is hereby determined that J&M Tree Service of Flint, Michigan is qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ J&M Tree Service a.k.a. Forrest M. Spitzer for the 2017 Mowing and Noxious Weed removal Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the contract document/s for services between the city of Owosso, Michigan and J&M Tree Service in the amount of \$24,300.00, plus contingency work with prior written approval, in the amount of \$2,500.00 for a total of \$26,800.00
- THIRD: The accounts payable department is authorized to pay J&M Tree Service for work satisfactorily completed in the amount of \$24,300.00, plus contingency work in the amount of \$2,500.00 with prior written approval, for a total of up to \$26,800.00.
- FOURTH: The above expenses shall be paid from account 101-265-818.000.

CITY OF OWOSSO BID TABULATION SHEET

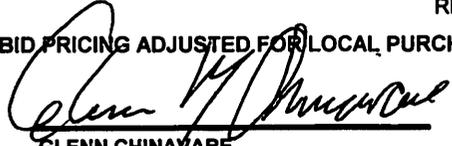
DATE 4/25/2017

DEPT. DPW

SUBJECT: 2017 GRASS MOWING PROGRAM

ITEM #	DESCRIPTION	EST. QTY	UNIT	J&M TREE SERVICE		TOTAL LAWN CARE		WEISS PROPERTY MANAGEMENT	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOW & TRIM SINGLE LOT	50	EA	\$ 50.00	\$ 2,500.00	1,000.00	\$ 50,000.00	\$ 660.00	\$ 33,000.00
2	MOW & TRIM DOUBLE LOT	15	EA	\$ 70.00	\$ 1,050.00	450.00	\$ 6,750.00	\$ 770.00	\$ 11,550.00
3	MOW & TRIM > DOUBLE LOT	10	EA	\$ 110.00	\$ 1,100.00	350.00	\$ 3,500.00	\$ 990.00	\$ 9,900.00
4	MOW & TRIM OSBURN LAKE LOTS	15	GROUP	\$ 1,260.00	\$ 18,900.00	420.00	\$ 6,300.00	\$ 225.00	\$ 3,375.00
5	MOW & TRIM 1410 RAIN ST	15	EA	\$ 50.00	\$ 750.00	20.00	\$ 300.00	\$ 30.00	\$ 450.00
6	MOW & TRIM GOULD ST PROPERTY	15	EA	\$ 68.00	\$ 1,020.00	25.00	\$ 375.00	\$ 35.00	\$ 525.00
				ORIGINAL TOTAL BID	\$ 25,320.00		\$ 67,225.00		\$ 58,800.00
				REVISED TOTAL BID	\$ 24,300.00		\$ 66,850.00		\$ 58,275.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD:   
 GLENN CHINAWARE

PURCH. AGENT: 

STAFF REC.: J & M TREE SERVICE

GENERAL LIABILITY INSURANCE  
 EXPIRATION DATE: 5/14/2017

WORKERS COMPENSATION INSURANCE  
 EXPIRATION DATE: 3/12/2018

SOLE PROPRIETORSHIP  
 EXPIRATION DATE: \_\_\_\_\_

AWARDED: \_\_\_\_\_

COUNCIL APPROVED: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_



## MEMORANDUM

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

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**DATE:** April 28, 2017

**TO:** Mayor Eveleth and the Owosso City Council

**FROM:** Donald Crawford, City Manager

**SUBJECT:** Consumers Energy pole attachment agreement

### RECOMMENDATION:

Approve the agreement with Consumers Energy to allow radio transmitters to be placed on three to five electric utility poles.

### BACKGROUND:

Three to five small radio transmitters will be necessary to communicate with water meters. It is currently believed that three transmitters will be needed to cover the system which includes the city, Caledonia Township and Owosso Township.

### FISCAL IMPACTS:

The pole attachment agreement requires a \$105.00 application and engineering fee to Consumers Energy for each pole and ongoing monthly payments with a current annual charge of \$8.13 per pole. The initial payments will be made from the project installation costs and the ongoing charges will be an operating expense.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A POLE ATTACHMENT AGREEMENT  
WITH CONSUMERS ENERGY COMPANY  
FOR WATER METER RADIO TRANSMISSION EQUIPMENT**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to install an electronic water meter reading system; and

WHEREAS, it is necessary to install four or five water meter radio transmitters on Consumers Energy utility poles; and

WHEREAS, Consumers Energy requires a pole attachment agreement to install the transmitters on Consumers Energy utility poles;

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 install four or five water meter transmitters on Consumers Energy utility poles;
- SECOND: that the city of Owosso will pay engineering and permit application fees of \$105.00 per installation from the water fund plus an annual attachment fee which is currently \$8.13 but may differ in the future;
- THIRD: that the city manager of the city of Owosso is hereby instructed and authorized to sign the necessary documents with Consumers Energy.

CONSUMERS ENERGY  
POLE ATTACHMENT AGREEMENT- NON-CABLE COMMUNICATIONS EQUIPMENT

THIS AGREEMENT is made as of the 16th day of March, 2017 by and between CONSUMERS ENERGY COMPANY a Michigan Corporation, located at One Energy Plaza, Jackson, Michigan 49201, hereafter called "Consumers", and the City of Owosso located at 301 W Main St., Owosso, MI 48867, hereafter called "Attaching Party".

WITNESSETH:

In consideration of Attaching Party's promise to perform and comply with the terms and conditions hereafter set forth, Consumers hereby makes available to Attaching Party, in accordance with the following terms and conditions, space on certain electric line poles owned by Consumers (hereafter "Consumers' poles"), in the State of Michigan for the attachment of non-cable communications equipment (including necessary appurtenances) owned by Attaching Party and used by Attaching Party for providing telecommunications services for Attaching Party's business facilities (hereafter "Attaching Party's Equipment").

Attaching Party promises to perform and comply with the following terms and conditions:

ARTICLE I  
APPLICATION FOR ATTACHMENT PERMIT

1. Attaching Party shall make no attachment to any of Consumers' poles until Consumers approves each such attachment and issues a permit for each such attachment. Attaching Party shall submit to Consumers three (3) copies of an application, in the form of Exhibit B attached hereto, identifying the pole or poles to which it desires to attach Attaching Party's Equipment, together with an application fee of \$2.25 per pole (\$50.00 minimum) and a Pole Engineering Evaluation Fee of \$55.00 per pole (for calendar year 2017). As soon as reasonably possible after receiving Attaching Party's properly prepared application and application fee, Consumers shall send Attaching Party a response to the application:
  - a) If the identified pole(s) are available for attachment and no alteration of the pole(s) or facilities attached to the pole(s) is required in Consumers' judgment to accommodate the attachment of Attaching Party's Equipment, Consumers shall issue a Permit to Attaching Party (see Exhibit B) authorizing attachment to such pole(s).
  - b) If the identified pole(s) are available for attachment, but alteration of the pole(s) and/or facilities attached to the pole(s) is required in Consumers' judgment to accommodate attachment of Attaching Party's Equipment, Consumers shall provide an estimate of the cost of the required alterations. (Consumers' "cost", for purposes of this and other provisions of this Agreement shall be determined in accordance with Consumers' regular and customary method of determining such cost.) If Attaching Party wishes to proceed with the attachment, Attaching Party shall, within 10 days of the date of Consumers cost estimate notification, send Consumers payment for the estimated alteration costs. Consumers shall then make the required alteration with reasonable promptness after receiving payment. Attaching Party shall pay for the alteration work in accordance with the provisions of Article III. Consumers shall send notice of completion of the alteration within 10 days following completion of the alteration. Consumers shall issue a permit for specified attachments upon completion of necessary alterations and payment of associated costs.
  - c) If the pole(s) identified in Attaching Party's application are unavailable for attachment, no permit shall be granted.

- d) The determination of whether Consumers' poles are available or unavailable for attachment of Attaching Party's Equipment shall be within Consumers' sole discretion; provided, that no pole shall be deemed unavailable if replacement or augmentation of the pole or relocation of the facilities then attached to the pole or transfer of such facilities from an existing pole to a replacement pole would make the pole available. Notwithstanding the foregoing, Consumers reserves the right, in its sole discretion, to determine any poles carrying circuits with line to ground voltages of 20,000 volts or greater to be unavailable for attachment of the Attaching Party's Equipment.
2. Consumers may impose a fee on Attaching Party for any attachment of Attaching Party's Equipment to any Consumers' pole for which Consumers has not issued a Permit. In the absence of satisfactory evidence to the contrary, Attaching Party's unpermitted use shall be deemed to have existed from the date of this Agreement or for a period of 3 years prior to discovery of the unpermitted use, whichever period is greater. Attaching Party shall upon demand pay the fee at the rate set forth in Article V of this Agreement for each year and portion of any year contained in such period. Any such fee imposed for such unpermitted use shall be in addition to Consumers' rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. Consumers' act or failure to act with regard to said fee or unpermitted use shall not be deemed a ratification or licensing of the unpermitted use; any Permit Consumers subsequently issues shall not operate retroactively or constitute a waiver by Consumers of any of its rights or privileges under this Agreement or otherwise. In addition, Consumers may upon the discovery of the unpermitted use, perform an evaluation upon such pole and determine what, if any, modifications are necessary to ensure that the attachment is in accordance with the required specifications, and to determine if there is any work necessary for the attachment to comply with the terms of this agreement and Consumers standard practices. Consumers may require Attaching Party to remove any unpermitted attachment. If Attaching Party has failed to remove Attaching Party's Equipment from Consumers' pole or poles within 30 days after Consumers notified Attaching Party of the unpermitted attachment, Consumers may remove Attaching Party's Equipment without liability to Attaching Party, in which event Attaching Party shall reimburse Consumers upon demand for the cost Consumers incurred in making such removal and shall indemnify and save Consumers harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such unpermitted attachment.

## ARTICLE II ATTACHMENT REQUIREMENTS

3. Attaching Party shall not attach Attaching Party's Equipment to any of Consumers' poles unless and until Attaching Party has obtained all necessary permits, licenses, easements, franchises, and consents from property owners and governmental authorities relating to Attaching Party's attachment and use of Attaching Party's Equipment on Consumers' poles. Attaching Party shall be solely responsible for obtaining all such licenses, easements, franchises, and consents. Upon Consumers' request, Attaching Party shall submit to Consumers satisfactory evidence that Attaching Party has acquired such permits, licenses, easements, franchises, and consents.
4. The attachment of Attaching Party's Equipment to Consumers' poles shall be subject to all permits, licenses, easements, franchises, or consents granted to Consumers by property owners and governmental authorities, and Attaching Party shall be responsible to comply with the terms and conditions of all such permits, licenses, easements, franchises, or consents.
5. The attachment of Attaching Party's Equipment to Consumers' poles shall at all times comply with all applicable laws, ordinances, rules, and regulations. Without limiting the foregoing, Attaching Party shall attach and maintain Attaching Party's Equipment in accordance with

Michigan Public Service Commission (MPSC) Order No. 1679, as amended, other applicable rules or orders of the MPSC, and such other specifications not less restrictive than the foregoing as the parties may agree upon from time to time hereafter. Drawings showing certain of such requirements and specifications are attached hereto and made a part hereof as Exhibit A. Attaching Party shall be responsible for any fines, assessments, taxes or levies rendered by any administrative agency (including the MPSC) or governing body against either the Attaching Party or Consumers as a result of any violation or alleged violation of any applicable laws, ordinances, rules or regulations due to the attachment of the Attaching Party's Equipment to Consumers' pole.

6. Consumers may, at its sole discretion, specify the location on Consumers' poles at which Attaching Party is to attach Attaching Party's Equipment. In such event, Attaching Party shall be responsible to determine if attachment at the specified location will result in a violation of any applicable law, rule, regulation, ordinance, or order of any governmental authority or regulatory body, including the MPSC. If Attaching Party determines that the specified location will result in such a violation, Attaching Party shall so advise Consumers and obtain Consumers' authorization to make the attachment at a location that does not result in such a violation.
7. Attaching Party's Equipment shall be attached and maintained only by properly trained, skilled workers who are fully qualified and licensed to perform such work in proximity to electric lines and equipment.
8. Attaching Party shall operate and maintain Attaching Party's Equipment in a safe condition and in thorough repair, at its sole expense, and in such a manner suitable to Consumers that no attachment will conflict in any manner with Consumers' use of Consumers' poles or interfere with the operation or use of Consumers' facilities from time to time placed on Consumers' poles.
9. No attachment of Attaching Party's Equipment to Consumers' poles shall result in interference with Consumers' service requirements, including but not by way of limitation, considerations of safety and economy. Attaching Party shall be responsible, at its sole expense, to eliminate any such inductive interference. Attaching Party shall reimburse Consumers upon demand for the cost of all work Consumers deems necessary or desirable in order to eliminate or reduce inductive interference or other interference caused by Attaching Party's Equipment.
10. Attaching Party shall reimburse Consumers for all damage to Consumers' poles or facilities that occur during construction or maintenance of Attaching Party's Equipment or that otherwise arises out of Attaching Party's activities pursuant to this Agreement. Attaching Party shall immediately report the occurrence of any such damage to Consumers.
11. Attaching Party shall identify its Equipment attached to Consumers' poles, either by marking the Equipment itself or attaching an appropriate means of identification to the Equipment at least at every other pole. All such identifications shall be readable by the naked eye from the ground.
12. Consumers or Consumers' contractors shall make all attachments of Attaching Party's Equipment to the portion of Consumers' poles above Consumers' electric conductors, equipment and associated safety zone and shall likewise perform all inspections, maintenance, repairs, alterations, and removals thereof, at Attaching Party's expense. The associated safety zone is the zone which extends downward a certain distance, from the electric facilities installed at that pole, as defined by the National Electrical Safety Code (NESC) and as shown in Exhibit A. Attaching Party shall at no time have access to the portion of Consumers' poles in or above the safety zone near Consumers' electric conductors or equipment for any purpose. To arrange for attachment, inspection, maintenance, repair, alteration, removal, or other work on Attaching Party's Equipment, Attaching Party shall contact Consumers at the phone number

indicated in the Permit Consumers issues to Attaching Party. Consumers or Consumers' contractors shall perform such work to meet Attaching Party's requirements, but such work shall be performed at times determined solely as dictated by Consumers' utility business. Attaching Party may attach Attaching Party's Equipment to the portion of Consumers poles below Consumers' electric conductors, energized equipment and associated safety zone as determined by applicable safety codes.

13. Attaching Party's Equipment located below Consumers' electric conductors, equipment and the associated safety zone may be attached and maintained by the Attaching Party, using however only properly trained, skilled workers who are fully qualified and licensed to perform such work in proximity to electric lines and equipment.
14. Attaching Party shall be responsible to arrange for separately-metered electric service for Attaching Party's Equipment on Consumers' poles, at a location Consumers specifically approved in writing by Consumers. Attaching Party shall pay for all costs and charges associated with such service.

### ARTICLE III POLE REPLACEMENT AND ALTERATION

15. If Consumers deems it necessary or desirable to alter Consumers' pole (including replacement or augmentation) in order to accommodate the attachment of Attaching Party's Equipment to the pole, Attaching Party shall reimburse Consumers upon demand for the cost of all such alteration work. When any charge to Attaching Party provided for in this agreement is to be based upon Consumers' cost, said cost shall be determined in accordance with Consumers' regular and customary method of determining such costs unless otherwise expressly provided herein. Attaching Party shall not obtain any ownership or property rights in Consumers' poles, regardless of any payment toward the cost of a replacement pole.
16. If Consumers deems it necessary or desirable, in order to accommodate the attachment of Attaching Party's Equipment, to relocate or otherwise alter any facility Consumers' has attached to any Consumers' pole at the time Attaching Party wishes to attach Attaching Party's Equipment to Consumers' pole (including relocating the facility on the pole or transferring such facility from an existing pole to a replacement pole), or if Consumers deems it necessary or desirable to perform other work (including but not limited to tree-trimming) regarding Consumers' pole or Consumers' facilities on Consumers' pole, Attaching Party shall reimburse Consumers upon demand for the cost of performing such work.
17. Consumers may, at Consumers option, require Attaching Party to pay Consumers the estimated cost of any pole or facility alteration prior to commencing any engineering or other work required. If Attaching Party has made an advance payment, Consumers shall, after completing the alteration, bill Attaching Party for the amount by which the cost of the alteration exceeded the advance payment or grant Attaching Party a credit for the amount by which the advance payment exceeded the actual cost of the alteration.
18. If a third party has previously attached a facility to any of Consumers' poles to which Attaching Party wishes to attach Attaching Party's Equipment, and if it is necessary to relocate or otherwise alter such facility to accommodate attachment of Attaching Party's Equipment, Attaching Party shall reimburse the facility owner for the cost of relocating or altering the facility, including the cost of transferring such facility from an existing pole to a replacement pole.

ARTICLE IV  
RESERVED RIGHTS

19. Consumers reserves the right to maintain its poles and to operate Consumers' facilities on Consumers' poles in such manner as will best enable it to fulfill its own service requirements, including but not limited to attachment of additional facilities to Consumers' poles. Consumers shall not be liable to Attaching Party for any interruption in service furnished by Consumers to Attaching Party or to other customers of Attaching Party or any interruption in service furnished by Attaching Party to Attaching Party's customers or for any interference (including but not limited to inductive interference) with the operation of Attaching Party's Equipment or of customers of Consumers or Attaching Party that may arise in any manner out of Attaching Party's use of Consumers' poles, whether such interruption or interference is caused by Consumers' negligence or otherwise.
20. If Consumers deems it necessary, in connection with the construction, operation, maintenance, replacement, relocation, or removal of Consumers' poles or the facilities located on Consumers' poles, to relocate or replace Attaching Party's Equipment attached to Consumers' poles, Attaching Party shall, upon notice from Consumers and at Attaching Party's expense, relocate or replace Attaching Party's Equipment or perform any other work directed by Consumers. Consumers shall have the right to relocate, replace, renew, or transfer Attaching Party's Equipment above Consumers' electric conductors, equipment and associated safety zone or perform any other work in connection with such attachments, and Attaching Party shall, on demand, promptly reimburse Consumers for the costs thereby incurred. Upon notice from Consumers, Attaching Party shall, at its own expense, relocate, replace, renew, or transfer Attaching Party's Equipment below Consumers' electric conductors, equipment and associated safety zone or perform any other work in connection with such attachments. If Attaching Party neglects or refuses to comply with such notice from Consumers, or in case of emergency, Consumers shall have the right to remove, relocate, replace, or renew Attaching Party's Equipment, transfer Attaching Party's Equipment to replacement poles, or perform any other work in connection with Attaching Party's Equipment, in which event Attaching Party shall reimburse Consumers upon demand for the cost Consumers incurred as a result of Attaching Party's failure or refusal to act in compliance with such notice. When performing maintenance or repairs, Consumers shall have the right to de-energize Attaching Party's Equipment on the pole.
21. Consumers' reserves the right to periodically inspect Attaching Party's attachments to Consumers' poles. Attaching Party shall reimburse Consumers upon demand for the expense of such inspections, limited to not more often than once per year unless such inspections are required, in Consumers' judgment, for reasons involving safety or because of Attaching Party's violation of the terms of this Agreement. The making of such inspections or the failure to make such inspections shall not operate to relieve Attaching Party of any responsibility, obligation, or liability assumed by Attaching Party under this Agreement or otherwise. Attaching Party shall reimburse Consumers upon demand for the cost of all such inspections.
22. Consumers' reserves the right to abandon any of Consumers' poles. Consumers shall give Attaching Party notice of its intent to abandon a pole. To the extent Consumers' may legally do so, Consumers may include in such notice an offer to sell the pole to Attaching Party at the then value thereof in place or such other equitable sum as the parties may agree upon, in which event Attaching Party shall have 30 days from the date of such notice to purchase said pole. If Attaching Party does not purchase the pole within the 30-day period, the Permit covering such pole shall terminate as to that pole, unless Consumers notifies Attaching Party otherwise, and Attaching Party shall immediately remove Attaching Party's Equipment from the pole.
23. Attaching Party shall at no time use or permit others to attach equipment of any kind to

Attaching Party's Equipment attached to Consumers' poles without prior written approval from Consumers. If Consumers is at any time informed or has reason to believe that Attaching Party is in violation of this provision, then Consumers shall have the right to immediately terminate the Permit(s) covering the poles involved in such violation and to require Attaching Party to remove Attaching Party's Equipment from such poles, and Attaching Party shall remove Attaching Party's Equipment from such poles immediately after receiving notice from Consumers to do so.

24. All Permits issued to Attaching Party under this Agreement shall be subject to the privilege to use Consumers' poles as granted by Consumers to third parties under agreements executed prior to the date of this Agreement, and Consumers reserves the right to continue, modify, and extend such privileges. If a third party that has attached a facility to a Consumers' pole (except a pole replaced at Attaching Party's expense under Article III of this Agreement) desires to make an additional attachment to or use of the pole, and if Attaching Party has attached its Equipment to that pole subsequent to the date of the third party's agreement with Consumers, and if the pole is inadequate, in Consumers' judgment, under applicable requirements and specifications to support such additional attachment or use, Attaching Party shall have 10 days following receipt of notice to that effect from Consumers to provide written notice to Consumers that Attaching Party agrees to pay the entire cost of replacing the inadequate pole with a pole adequate to support such additional attachment or use together with the Attaching Party's Equipment and the existing attachments of Consumers that are to remain and the existing attachments of third parties. If Attaching Party fails to make such agreement within the 10-day period, the Permit covering that pole shall terminate and Attaching Party shall remove its Equipment from the pole. However, Attaching Party shall not be required to pay any portion of the cost of a replacement pole if the pole would be adequate but for the existing attachments of third parties that were attached subsequent to the date of this Agreement.
25. Consumers reserves the right hereafter to enter into agreements permitting third parties to attach facilities to Consumers' poles; provided, however, that such permission will require the third party to reimburse Attaching Party for the expense of altering Attaching Party's Equipment to accommodate the attachment of third party's facility, including the cost of relocating Attaching Party's Equipment from an existing pole to a replacement pole. Attaching Party will not be liable for any portion of the cost of a replacement pole necessitated by the attachment of a third party's facility made pursuant to an agreement entered into subsequent to the date of this Agreement.

#### ARTICLE V FEES

26. Attaching Party shall pay Consumers an Attachment Fee per year for each pole to which Attaching Party attaches Attaching Party's Equipment and necessary appurtenances. The Attachment Fee is payable annually in advance. The attachment fee shall be determined by application of the formula for Pole Attachment Rates specified in Exhibit D.

For each pole attached after 30 days of the anniversary date of this Agreement, Attaching Party shall pay the pro rata portion of the annual fee for the remainder of that contract year. Such payments shall be made within 21 days after Consumers issued a Permit for the attachment(s). If permitted attachment occupies more than 12" of usable space on the pole, an additional attachment fee will be assessed for each additional 12" of space or portion thereof occupied by the attachment.

27. All amounts not paid by Attaching Party when due shall be subject to a late fee of 2 percent per month of the amount of any such unpaid payment or the highest rate permitted by law, whichever is less. Consumers' receipt of a late fee shall not result in a waiver of Consumers' rights pursuant to this Agreement.

ARTICLE VI  
TERM OF AGREEMENT

28. This Agreement shall take effect on March 16, 2017 and unless sooner terminated in accordance with the provisions of other articles hereof, shall continue in effect year to year until terminated by mutual consent, or by either party giving the other at least six (6) months advance written notice of its desire to terminate the same at any time hereafter.

ARTICLE VII  
LIABILITY AND INSURANCE

29. Attaching Party accepts Consumers' poles in their condition at the time of executing this Agreement. Attaching Party acknowledges that Consumers has made no representations as to the condition of Consumers' poles.
30. Attaching Party shall assume responsibility for any interruptions to electric service that occur or allegedly occur because of, or that are in any manner connected with or that are caused in whole or in part by the attachment, presence, operation, use, maintenance, replacement, or removal of Attaching Party's Equipment, by the proximity of Attaching Party's Equipment with the facilities of Consumers or third parties, or by any action, operation, or omission of Attaching Party, its agents, contractors, or employees in connection with the attachment of Attaching Party's Equipment to Consumers' poles.
31. Attaching Party shall insert in all contracts, and require all contractors to insert in all subcontracts, at any time let in connection with Attaching Party's Equipment the requirement that the contractor or subcontractor will assume all liability for and protect, indemnify, and save Consumers, its successors and assigns, harmless from and against all action, claims, demands, judgments, losses, expenses of suits or actions and attorney fees, for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, and employees, arising in connection with or as a direct or indirect result of Attaching Party's exercise of the privileges granted in this Agreement. The provisions of this paragraph shall apply to each and every such injury, death, loss and damage, however caused, whether due, or claimed to be due, to Attaching Party's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the negligence of both parties or the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise.
32. The Attaching Party shall, at its sole expense, secure and maintain in force in the name of the Attaching Party during the entire life of this Agreement, policies of insurance of the following types:
- a) Workers' compensation insurance with Michigan statutory limits;
  - b) Commercial general liability insurance, including contractual liability, with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence. Such insurance shall name Consumers, its Directors, Officers and Employees as additional insured's as their interest may appear, and such coverage shall be primary to any insurance maintained by Consumers, and;
  - c) Automobile liability insurance with a minimum combined bodily injury and property damage single limit of \$500,000 per occurrence, providing coverage for owned, non-owned, and hired vehicles.

Such policies of insurance shall be in a form and with companies satisfactory to Consumers and shall be obtained and become effective prior to the attachment of Attaching Party's Equipment to any pole or poles of Consumers hereunder. A copy of the policy shall be furnished to Consumers at Consumers' request.

The Attaching Party shall submit Certificate of Insurance to Consumers prior to the attachment of Attaching Party's Equipment to any pole or poles of Consumers. The Certificates of Insurance shall be on the form furnished by Consumers or any other form approved by the Consumers' Corporate Insurance Department. The certificate shall require that the Insurance Company give at least thirty (30) days' prior written notice of cancellation or material change in any such policy.

The Certificates of Insurance shall be submitted to:

Consumers Energy Company  
Corporate Insurance Department  
One Energy Plaza  
Jackson, MI 49201

The Attaching Party shall require all contractors and subcontractors that the Attaching Party at any time employs in connection with any work to be done regarding Attaching Party's facilities on the Owner's poles, to maintain in full force and effect the same types of insurance policies as required of Attaching Party as stated above.

The above requirements as to policies of insurance may be varied by written amendment to this Agreement.

#### ARTICLE VIII TERMINATION OF PERMITS

33. Attaching Party shall have 60 days from the date Consumers has issued a Permit to complete attachment of Attaching Party's Equipment; if the attachment has not been completed within the 60-day period, the Permit shall terminate without further notice to Attaching Party as to any pole or poles covered by the Permit to which Attaching Party has not attached Attaching Party's Equipment.
34. If at any time after Attaching Party has attached Attaching Party's Equipment to Consumers' poles, Consumers is informed or has reason to believe that such attachment is not authorized by any governmental authority or private property owner, then Attaching Party shall remove Attaching Party's Equipment from any Consumers' poles immediately after receiving notice from Consumers of such circumstance and the Permit(s) covering such poles shall automatically terminate.
35. Consumers may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Attaching Party neglects or refuses to comply with any of the provisions of this Agreement and fails within 10 days after written notice from Consumers to correct such neglect, refusal, or default.
36. In the event a governmental entity at any time requires Consumers to remove 1 or more of Consumers' poles, any Permit issued to Attaching Party for such poles shall automatically terminate as to such poles, in which event Consumers shall refund to Attaching Party any unearned payments made pursuant to this Agreement.

37. Attaching Party may at any time terminate any Permit to attach Attaching Party's Equipment to any pole by removing Attaching Party's Equipment from such pole and notifying Consumers of such removal. The Permit covering such pole shall terminate upon receipt of such notice by Consumers. Attaching Party may at any time terminate this Agreement by removing all of Attaching Party's Equipment from all of Consumers' poles and notifying Consumers of such removal.
38. Except as otherwise provided in this Agreement, Attaching Party shall have 30 days within which to remove Attaching Party's Equipment from Consumers' pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If Attaching Party fails to remove Attaching Party's Equipment from Consumers' pole or poles within such 30-day period, Consumers shall have the right to remove Attaching Party's Equipment from said pole or poles, without notice or liability of any kind to Attaching Party, in which event Attaching Party shall reimburse Consumers upon demand for the cost Consumers incurred in making such removal. Attaching Party shall indemnify and save Consumers harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.
39. All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE IX  
MISCELLANEOUS PROVISIONS

40. Attaching Party shall not assign any Permits issued under this Agreement without Consumers' prior written consent. Any assignment of a Permit made without Consumers' consent shall be void and not merely voidable. In the event of any such assignment, Attaching Party shall supply to Consumers written evidence of the assignment. Any assignee regarding whom Consumers gives such consent shall enter into a similar agreement with Consumers.
41. Attaching Party shall not do or suffer anything to be done whereby Consumers' poles may be encumbered by any construction lien. Within 10 days after any construction lien is filed against Consumers' poles purporting to be for labor or materials furnished to Attaching Party, Attaching Party shall discharge such lien of record. Notice is hereby given that Consumers will not be liable for any labor or materials furnished to Attaching Party on credit and that no construction or other lien for any such labor or materials shall attach to or affect Consumers' interest in and to Consumers' poles.
42. Consumers and Attaching Party shall give any notice required or permitted to be given under the terms of this Agreement in writing by certified or registered U. S. mail. Each such notice shall be deemed to have been given when mailed, as evidenced by the receipt for said mailing.
43. Notice to Consumers shall be given to: Consumers Energy Company  
Att: K.Kurdziel, P 24-723  
1945 Parnall Road  
Jackson, Michigan 49201

Notice to Attaching Party shall be given to: City of Owosso  
Attn: Donald D. Crawford.  
301 W. Main St.  
Owosso, MI 48867

Either Consumers or Attaching Party may change the designated recipient of or address for such notice by giving the other written notice of such change.

IN WITNESS WHEREOF, Consumers and Attaching Party have caused this lease to be executed in duplicate as of the day and year first above written.

CONSUMERS ENERGY COMPANY

CITY OF OWOSSO

By: \_\_\_\_\_  
Andrew J. Bordine,  
Director of Customer Management  
and Grid Infrastructure

By: \_\_\_\_\_  
Donald D. Crawford  
City Manager

Review and Approval		
CSS		
Legal	GG.	3-16-17

Approved as  
to form

## Fee Schedule for 2017

<b>Make Ready Engineering Evaluation Fee:</b> (Must be paid in advance)	<b>\$55.00 Per Attachment</b>
<b>Make Ready Construction Fee:</b> (Must be paid in advance)	<b>Actual Cost</b>
<b>Permit Application Fee:</b> <b>Minimum)</b> (Must be paid in advance)	<b>\$2.25 Per Attachment – (50.00</b>
<b>Annual Attachment Fee :</b> Prorated when permit is issued, billed Annually thereafter.	<b>\$8.13 Per Attachment</b>
<b>Maps:</b>	<b>\$20.00 per map copy</b>

Attaching Party shall pay Consumers an Attachment Fee each year for each pole attachment to which Attaching Party attaches Attaching Party's cable and necessary appurtenances. The Attachment Fee is payable annually in advance for the upcoming year. For years after 2011, the attachment fee shall be determined by application of the Federal Communications Commission (FCC) formula for Pole Attachment Rates.

Usable Space Factor = Space Occupied by Attachment/Total Usable Space X Total Usable Space/Pole Height X Net Cost of Bare Pole X Carrying Charge Rate.

Unusable Space Factor = 2/3 X Unusable Space/Pole Height X Net Cost of Bare Pole/Number of Attachments X Carrying Charge Rate.

Pole Attachment Rate = Usable Space Factor + Unusable Space Factor



# OWOSSO PUBLIC SAFETY

202 S. WATER ST. • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0580 • FAX (989) 725-0528

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## *MEMORANDUM*

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DATE: April 27, 2017

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: March 2017 Police Reports

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Attached are statistics for the police department for March 2017. This report includes activity for the month of March and year-to-date statistics. Also, attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow-up than the officers initial response.

Additionally, there were no reports with citations issued or burning reports with no violations found for the month of March.



## Case Assignment/Clearance Report For March, 2017

March 2017

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
<i>PART I OFFENSES</i>					
ROBBERY	0	0	3	4	133 %
AGGRAVATED ASSAULT	2	1	6	7	116 %
BURGLARY	2	1	12	12	100 %
LARCENY	8	9	36	50	138 %
MOTOR VEHICLE THEFT	0	0	2	4	200 %
SIMPLE ASSAULT	17	19	57	63	110 %
ARSON	0	0	1	2	200 %
FORGERY & UTTERING	0	1	2	4	200 %
COUNTERFEITING	0	0	1	1	100 %
FRAUD	7	4	18	15	83 %
EMBEZZLEMENT	0	0	0	2	0 %
WEAPON CRIMES- CARRY, POSS,	2	2	4	7	175 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	0	0	2	3	150 %
NARCOTICS VOLIATIONS	2	4	9	12	133 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	0	0	0	0	0 %
SEX OFFENSES 2	3	2	6	6	100 %
PARENTAL KIDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	1	1	100 %
BURGLARY RESIDENTIAL	0	0	2	2	100 %
BURGLARY COMMERCIAL	0	0	0	0	0 %
RESISTING/OBSTRUCTING	2	2	5	6	120 %
<i>PART I OFFENSES</i>	<i>45</i>	<i>45</i>	<i>167</i>	<i>201</i>	<i>120 %</i>
<i>PART II OFFENSES</i>					
PAROLE/PROBATION VIOLATION	3	3	7	7	100 %
NATURAL DEATH	0	0	0	0	0 %
RETAIL FRAUD	2	2	2	3	150 %
RUNAWAY	0	0	5	6	120 %
VIOLATION PPO/ COURT ORDER	4	4	5	5	100 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	1	1	4	400 %
TRAFFIC OFFENSES OTHER	8	8	28	27	96 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	9	9	32	32	100 %
SUSPICIOUS CIRCUMSTANCES	0	0	5	8	160 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	2	2	13	13	100 %
DOMESTIC ASSAULT/SITUATION	0	0	2	2	100 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	8	8	19	19	100 %
RECOVERED PROPERTY	1	1	1	1	100 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	0	0	5	5	100 %
DOA	2	2	4	6	150 %
ANIMAL COMPLAINTS	1	1	2	3	150 %
MISSING PERSON	0	0	2	2	100 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	0	2	0 %
TRAFFIC - HIT & RUN	6	5	13	20	153 %
FIRES - NOT ARSON	1	1	1	1	100 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	11	12	27	29	107 %
CRIMES AGAINST FAMILY &	0	1	1	1	100 %
DRIVING WHILE IMPAIRED	2	5	8	8	100 %
LIQUOR LAW VIOLATIONS	0	0	2	2	100 %
DISORDERLY CONDUCT	6	6	12	14	116 %
OTHER CRIMES	8	9	17	21	123 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	33	35	92	94	102 %
THREATS	0	0	1	1	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	5	8	20	30	150 %
<i>PART II OFFENSES</i>	<i>112</i>	<i>123</i>	<i>327</i>	<i>366</i>	<i>111 %</i>
<b>Grand Totals:</b>	<b>157</b>	<b>168</b>	<b>494</b>	<b>567</b>	<b>114 %</b>

**Field Contact By Reason Summary Report**

March 2017

<b>Reason for Contact</b>	<b>Count</b>
911 Hang Up	24
Abandoned Vehicle	3
False Alarm Commercial	4
False Alarm Residential	1
All Other Service Reports	28
Animal Complaints Other	16
Assist Ambulance	11
Assist To Other Dept	27
Assist Fire Dept	3
Assist Officer	1
Attempt To Locate	15
Barking Dog	1
Civil Dispute	14
Deliver Emergency Message	1
Disturbance	7
Directed Patrol	1
Fight / No Assault	3
Fireworks	1
Found Property	9
Gun Permit/register	31
Harrassment	5
Investigate Vehicle	5
Loud Music	6
Loud Party	1
Motorist Assist	2
Open Door	1
Ordinance Violation	3
Parking Problem	12
Pawn Ticket	137
Peace Officer	16
Reckless Driver	3
Road Hazard	12
Suspicious Person	7

<b>Reason for Contact</b>	<b>Count</b>
Suspicious Situation	37
Suspicious Vehicle	17
Transport - Other	1
Trouble With Kids	16
Trouble With Neighbor	5
Trouble With Subject	39
Phone Harassment	2
Unwanted Subject	6
Vacation Check	3
Welfare Check	27
Wire Down	15
Work Traffic	200



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# *MEMORANDUM*

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DATE: April 27, 2017

TO: City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: March 2017 Fire & Ambulance Report

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During the month of March 2017:

Fire Department responded to **291** Ambulance calls.

Fire Department responded to **19** Fire calls –

- 5 – Accidents w/ Injuries
- 1 – Building Fire
- 1 – Fire (non-building)
- 1 – CO2 Detector Activation
- 4 – Line Down
- 2 – Dispatched and Cancelled
- 1 – Police Matter
- 1 – Lock-in
- 2 – Alarm Sounded, no fire
- 1 – Animal Rescue

**MINUTES  
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, MARCH 27, 2016 – 6:30 P.M.**

**CALL TO ORDER:** Chairperson Bill Wascher called the meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE:** Recited.

**ROLL CALL:** Susan Montenegro, acting secretary.

**MEMBERS PRESENT:** Chairperson Bill Wascher, Secretary Janae Fear, Commissioners Michelle Collison, Frank Livingston, Brent Smith and Tom Taylor. Vice-Chair Craig Weaver arrived at 7:00 pm.

**MEMBERS ABSENT:** Commissioner Tom Cook

**OTHERS PRESENT:** Paul Cook, Wolverine Sign; Susan Montenegro, Assistant City Manager/ Director of Community Development.

**APPROVAL OF AGENDA:**  
**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER FEAR TO APPROVE THE AGENDA FOR MARCH 27, 2017.**

**YEAS ALL. MOTION CARRIED.**

**APPROVAL OF MINUTES:**  
**MOTION BY COMMISSIONER LIVINGSTON SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES FOR THE JANUARY 23, 2017 AND FEBRUARY 27, 2017 MEETINGS.**

**YEAS ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum.
2. PC minutes from January 23, 2017.
3. Alpena's Off-Premise Sign Ordinance language and chart.
4. Medical Marijuana workshop materials.

**COMMISSIONER/PUBLIC COMMENTS**

None.

**PUBLIC HEARINGS:**

None.

**SITE PLAN REVIEW:**

None.

**BUSINESS ITEMS:**

None.

**ITEMS OF DISCUSSION:**

Off-premise sign language.

Ms. Montenegro included a copy of the language used in the city of Alpena for off-premise signs, tweaking it to fit the city of Owosso. Commissioner Fear asked Paul Cook if he could give examples of where these types of signs are located in the city of Owosso. Paul explained that there are two such signs, one located on south M-52 across from TiAL Products by the old grain elevator and one at the corner of Corunna Avenue and Washington Street.

The commission went through the Alpena ordinance and made the following revisions:

**A. OFF-PREMISE ADVERTISING**

The regulation of off-premise signs is intended to enhance and protect community character and image by minimizing visual blight and pollution, and to minimize traffic safety hazards due to diversion of the driver's attention and blockage of sight distances. Off-premise sign regulations address the location, size, height and related characteristics of such signs.

1. **Area and Height Limitations:** No off-premise sign may be erected or maintained of a greater surface area than three hundred (300) square feet for each side of such sign. The top of the sign shall be no more than twenty-five (25) feet above the ground and the bottom of the sign shall be at least ~~eight (8)~~ **ten (10) feet** above the ground. Double faced off-premise sign structures (i.e., structures having back-to-back faces) and V-type structures having only one face visible to traffic proceeding from any given direction on a street or highway shall be considered as one off-premise sign.
2. **Location:** Static and digital off-premise signs may be erected only in **an the Industrial District along a State trunkline.** No off-premise sign may be erected or maintained within fifty (50) feet of street lines at any street intersection and shall have a minimum setback from the front property line of twenty-five (25) feet. No off-premise sign shall be installed or placed on top of, cantilevered or otherwise suspended above the roof of any building.
3. **Spacing:** Off-premise signs shall be located no closer to one another than five hundred (500) feet.
4. **Material Required:** All off-premise signs shall have a surface or facing of noncombustible material.
5. **Illumination:** An off-premise sign may be illuminated, provided such illumination is concentrated on the surface of the sign and is so located as to avoid glare or reflection onto any portion of an adjacent street or highway, into the path of oncoming vehicles, or on any

adjacent premises. In no event shall any off-premise sign have flashing or intermittent lights, nor shall the lights be permitted to rotate or oscillate.

**6. Digital Off-Premise Signs:**

- a) **Rate of Change:** The rate of change between static messages or images shall not exceed more than one (1) change per six (6) seconds. Each change shall be complete in one (1) second or less.
  - b) **Luminance:** The maximum daylight sign luminance level shall not exceed 62,000 candelas per meter squared at 40,000 lux illumination beginning ½ hour after sunrise and continuing until 1/2 hour before sunset and does not exceed 375 candelas per meter squared at 4 lux illumination at all other times. **(Be sure to mirror language in rest of sign ordinance).**
  - c) Digital off-premise signs shall be configured to default to a static display in the event of mechanical failure.
7. An off-premise sign must be constructed in such a fashion that it will withstand all wind and vibration forces which can normally be expected to occur in the vicinity. An off-premise sign must be maintained so as to assure proper alignment of structure, continued structural soundness, and continued readability of the message(s).
8. An off-premise sign established within an industrial area, as defined in the Highway Advertising Act of 1972 (1972 PA 106, as amended) bordering interstate highways, freeways or primary highways as defined in said Act shall, in addition to complying with the above conditions, also comply with all applicable provisions of said Act and the regulations promulgated thereunder.

**B. COMBINATION OFF-PREMISE & ON-PREMISE ELECTRONIC MESSAGE BOARDS**

Digital signs which are used to advertise both on-premise and off-premise establishments shall comply with the following regulations:

1. A permanent, static on-premise primary sign must be in existence totaling at least twenty-five (25) percent of the allowable sign size in the district. The balance of the total allowable sign area may consist of the Combination Off-Premise/On-Premise Sign.
2. The Combination Off-Premise/On-Premise Sign shall adhere to the regulations contained in **§4.7(B)(2-6).**
3. ~~Over fifty (50) percent of the digital~~ **Digital** messages contained on such sign shall ~~may~~ advertise the on-premise establishment. The balance of the messages may advertise off-premise establishments under the same ownership and/or public service announcements.
4. Each message shall remain readable for at least six (6) seconds. **(Check state requirement, ask Mark Agnew as well).**
5. Combination Off-Premise & On-Premise Digital Signs shall be spaced at least ~~one thousand (1,000)~~ **five hundred (500)** feet apart in all Districts.

6. Combination Off-Premise & On-Premise Digital Signs shall be allowed in the **B-2, B-3, B-4, I-1 and I-2 Districts.**

7. Combination Off-Premise/On-Premise Signs shall count toward the total sign area allowed for the property.

### C. OFF-PREMISE DIRECTIONAL SIGNS

1. **Private Off-Premise Directional Signs:** Private off-premise directional signs which provide directions to a commercial or industrial establishment which is not located on a primary street within the city shall be allowed on private property provided there exists a written agreement between the property owner and the business/industry. Said agreement shall be filed with the city of Owosso.

a) Off-premise directional signs shall be no greater than **twelve (12)** square feet.

b) ~~Off-premise directional signs must be located at intersections.~~

c) Sign lettering may display the off-premise business name, address, and an arrow indicating direction.

d) Off-premise directional signs shall only be located on commercial or industrial property on the streets designated on **Map 4.1.**

e) One (1) off-premise direction sign is permitted per ~~commercial or~~ industrial zoning lot.

2. **Public Off-Premise Directional Signs:** Public off-premise directional signs erected by the City, State of Michigan, or the Downtown Development Authority shall be permitted in the street right-of-way.

D. **OFF-PREMISE PRIVATE SIGNS IN THE PUBLIC RIGHT-OF-WAY:** Private A-frame signs may be allowed in the public right-of-way. The following regulations shall apply:

1. Signs shall be approved by the city council.

2. Signs shall be removed each night.

~~3. Signs shall only be located at intersections on the streets designated in Map 4.1.~~

4. Maximum size 2' wide by 4' in total height for each panel with a maximum of 2 panels per sign. Maximum spread between the two panels at the base shall be 2'6".

5. The owner of the property abutting the right-of-way on which the sign is placed shall be notified, prior to city council approval, that the sign is being requested.

Ms. Montenegro stated she would work on creating a table similar to the one used in the Alpena off-premise sign ordinance.

Commission members thanked Paul Cook for coming in to discuss off-premise sign language.

**COMMISSIONER/PUBLIC COMMENT:**

A discussion was held on the Medical Marijuana workshop hosted by MSU Extension as well as the materials that were handed out at the workshop. Four members of the planning commission attended workshops. Planning commission will work in conjunction with city council to hold public forums or workshops to engage the community in order to form a consensus on how to proceed regarding the new legislation.

**ADJOURNMENT:**

**MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER LIVINGSTON TO  
ADJOURN AT 8:25 P.M. UNTIL THE NEXT MEETING ON APRIL 24, 2017.**

**YEAS ALL, MOTION CARRIED.**

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Janae L. Fear, Secretary

skm