

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JULY 02, 2018
7:30 P.M.**

**Meeting to be held at City Hall
301 West Main Street**

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JUNE 18, 2018:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. Ordinance Amendments - Medical Marihuana Related Facilities. Conduct a public hearing to receive citizen comment on the proposal to add Chapter 16.5, Medical Marihuana Facilities Licensing, and amend various sections of Chapter 38, Zoning, of the Code of Ordinances of City of Owosso to authorize and regulate medical marihuana related facilities within the City.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

1. Project Status Report. (To be distributed at the meeting.)

CONSENT AGENDA

1. Cantu 5K Walk/Run Permission. Approve application of Shelly Ochodnicki for the partial closure of various downtown streets on Sunday, August 26, 2018 from 8:00am - 12:00pm for the Cantu 5K Walk & Run, waive the insurance requirement, and authorize Traffic Control Order No. 1396 formalizing permission.
2. Downtown Parking Lot Regulation Amendments. Approve the recommendations of the DDA/OMS Board regarding changes to the regulations governing use of downtown parking lots, involving Traffic Control Order Nos. 1168 and 1171-1173 eliminating employee parking permits and amending residential parking regulations.
3. Mortgage Subordination Agreement - 116 North Washington Street. Authorize mortgage subordination agreement with MSU Federal Credit Union for the property located at 116 North Washington Street per the terms of the Downtown Rental Rehabilitation Program.
4. Lease Renewal - Hickory Street Signage. Consider renewal of the 15-year lease agreement with Roma's Back Door for use of the City-owned signage located on the corner of Main Street and Hickory Street in the amount of \$2,800.00.
5. School Resource Officer Contract Renewal. Consider approving an intergovernmental agreement between the Owosso Public Schools and the City of Owosso for the provision of two School Resource Officers for a five year period ending June 30, 2023.
6. Change Order No. 1 – 2018 Street Resurfacing Program, Contract No. 2. Authorize Change Order No. 1 to the 2018 Street Resurfacing Program – Contract No. 2 with Joe Raica Excavating, Inc. for the removal of the West Stewart Street watermain installation item and the addition of an item for lead/galvanized water service replacement reducing the overall contract amount by \$122,716.00 to \$713,670.30, and further authorize payment up to the revised contract amount, plus the original contingency funding of \$50,000.00.
7. Recreation Service Agreement – Baseball & Softball Tournaments. Approve proposed recreation service agreement with Ihm Enterprises, LLC for use of Rudy DeMuth Field and Bennet Field for baseball and softball tournaments for a period expiring December 31, 2018.
8. Purchase Authorization - Police Utility Vehicle. Waive competitive bidding requirements, authorize a joint purchase from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso via Macomb County Contract No. 71-15 for one 2018 Ford Police Utility Vehicle in the amount of \$30,561.00, and further authorize payment up to the quoted amount upon satisfactory delivery of said vehicle.

ITEMS OF BUSINESS

1. Disposition of Antique Fire Truck. Consider recommendation to part with the City's 1921 American LaFrance Fire Engine due to significant maintenance, storage, and transportation costs.

COMMUNICATIONS

1. Downtown Development Authority/Main Street. Minutes of June 6, 2018.
2. Historical Commission. Minutes of June 11, 2018.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, July 16, 2018

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Historical Commission – term expires December 31, 2020
Parks & Recreation Commission – term expires June 30, 2019
Zoning Board of Appeals – term expires June 30, 2021

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, 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. The City of Owosso Website address is www.ci.owosso.mi.us.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF JUNE 18, 2018
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: TOM MANKE
EDITOR, FACEBOOK.COM/FRIENDSANDNEIGHBORSOWOSSO

PLEDGE OF ALLEGIANCE: JUSTIN HORVATH
SEDP PRESIDENT/CEO

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

ABSENT: None.

APPROVE AGENDA

Motion by Mayor Pro-Tem Osika to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JUNE 4, 2018

Motion by Councilmember Fox to approve the Minutes of the Regular Meeting of June 4, 2018 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

Public Safety Building Analysis Presentation– Partners in Architecture, PLC

Fred Meinberg, Project Manager/Designer, and Andy Sowinski, RA of Partners in Architecture, PLC presented the results of their analysis of the Public Safety Building. After an in-depth analysis of the building, the needs of the department, and the options available to improve the situation the team recommended the City consider demolishing the current structure and constructing an entirely new building, saying it was the most cost effective solution to ensure the Public Safety department has appropriate facilities for the next 30 years.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, editor of facebook.com/friendsandneighborsowosso, informed Council that he had polled his readers and 74% of them support legalized marijuana. He encouraged them to think about that fact when

they consider the proposed medical marijuana ordinance at the next meeting, alluding to the idea that they would not be re-elected if they did not support it.

Matt Lafferty, 1116 Buckley Drive, introduced himself saying he was hoping to become a member of the Planning Commission. He said he has a degree in Urban & Regional Planning and moved to the community with his wife about 3 years ago.

Justin Horvath, SEDP President/CEO, said he would be happy to work with the City on a public/private partnership to construct a new Public Safety building. He endorsed Mr. Lafferty's participation on the Planning Commission, announced the SEDP annual meeting on Thursday, June 21st at 3:00pm at Fortitude, and the SEDP's interest in growing housing opportunities in the community to attract new residents to fill the job opportunities in the area.

Councilmember Fox asked Mr. Horvath about the status of Project Tim. Mr. Horvath indicated that he is confident the project will progress but encouraged patience as large projects take significant time to come to fruition.

Mayor Eveleth noted that the Armory officially opened for business Curwood weekend. He said it is a wonderful redevelopment and he thanked Chamber of Commerce President/CEO Jeff Deason for his perseverance on the project.

CITY MANAGER REPORT

City Manager Nathan R. Henne reported that the last section of watermain on South Chipman Street had been installed but workers ran into issues when the new main was connected to the system. He said that, unfortunately, some people were without water for a number of hours but he was hoping things were back to normal now.

CONSENT AGENDA

Motion by Councilmember Bailey to approve the Consent Agenda as follows:

Fund Balance Policy Amendment. Approve amendments to the Fund Balance Policy as follows:

RESOLUTION NO. 93-2018

AUTHORIZING REPLACEMENT OF THE FUND BALANCE POLICY ADOPTED UNDER RESOLUTION NO. 150-2011

WHEREAS, GASB 54 requires certain actions by the governing body in order to establish a means to segregate fund balance for reporting purposes. In addition, although not required by any accounting standard, in order to ensure that governments maintain adequate levels of fund balance to mitigate risks and provide a back-up for revenue shortfalls, it is the recommended best practice that governments establish a minimum level of unrestricted fund balance in their general fund, along with policies related to use and replenishment of fund balance; and

WHEREAS, The City of Owosso believes that sound financial management principles require that sufficient funds be retained by the City to provide a stable financial base at all times. To retain this stable financial base, the organization needs to maintain a fund balance in the General Fund that is sufficient to fund all cash flows of the organization, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature, and to provide funds for all existing encumbrances.

THEREFORE BE IT RESOLVED, by the city council of the city of Owosso, Shiawassee County, Michigan that the Fund Balance Policy attached as Exhibit A is hereby adopted and applied to financial statements for the fiscal year ended June 30, 2018.

EXHIBIT A

CITY OF OWOSSO FUND BALANCE POLICY

PURPOSE

To establish an appropriate level of fund balance in the General Fund, define the components of fund balance, and direct officials in the methods to be used for increasing or decreasing fund balance when trends indicate fund balance will fall outside the minimum levels.

POLICY

Fund balance is created from excess revenues over expenditures. It is a fund's net assets, mostly made up of cash and investments and, unless otherwise restricted, available for spending. There are five components of fund balance, namely:

1. **Nonspendable Fund Balance.** This portion of fund balance is *nonspendable* because its form, for example inventory and non-financial assets, or because legal or contractual requirements.
2. **Restricted Fund Balance.** This portion of fund balance is *restricted* due to external limitations place on the use of the funds. The restriction typically comes from outside the local government as a condition of revenue source.
3. **Committed Fund Balance.** Fund balance is *committed* if a limitation is set in place by formal action of the City Council prior to the end of the fiscal year. The limitation remains binding until the City Council takes formal action to remove it.
4. **Assigned Fund Balance.** Fund balance may be *assigned* to reflect the intended use of the resource. The assignment of funds may come from the City Council or from a designee of the City Council. The City Council's designee will be the Finance Director. Less formality is needed to impose, remove or modify a constraint reflected in *Assigned Fund Balance*. No funds other than the General Fund may have Unassigned Fund Balance, therefore any amounts remaining in excess of Nonspendable, Restricted or Committed funds in funds other than the General Fund will automatically be reported as *Assigned Fund Balance*. If any portion of existing fund balance will be used to eliminate a projected deficit in the subsequent year's budget, this amount will also be categorized as *Assigned Fund Balance*.
5. **Unassigned Fund Balance.** The General Fund, and no other governmental fund, may have resources that cannot be classified in one of the four categories described above.

General Fund Unrestricted Fund Balance. General Fund Unrestricted Fund Balance is the total of Committed, Assigned and Unassigned Fund Balances. Because Nonspendable and Restricted fund balance are not available for spending due to external enforceable conditions, this fund balance policy is focused on the appropriate level of General Fund Unrestricted fund balances.

Financial flexibility, provided by adequate fund balance, is needed to cushion the impact of unanticipated emergencies and revenue shortfalls. These include loss of major taxpayers, loss of state revenue sharing, infrastructure emergencies and other economic distresses that serve to impair the City's ability to deliver essential community services. Without this cushion taxpayers would be subject to millage increases, cuts in services, and/or deferred investment in and maintenance of infrastructure.

Minimum Unrestricted Fund Balance

Minimum Unrestricted fund balance shall be 25% of General Fund Operating Expenses.

Remedy for Maintaining Minimum Fund Balance Range

When fund balance approaches its minimum threshold the following measures in no specific order, as directed by the City Council, shall be used to build up fund balance:

1. Cut and/or delay slated capital improvements from the Capital Improvement Plan.
2. Cut or delay road projects not funded through voted approved bond millage.
3. Cut general operating expenses.
4. Increase rates and charges funding specific services to make them self-sufficient where possible.
5. Increase millage where possible.

When fund balance exceeds the minimum threshold the following measures in no specific order, as directed by the City Council, can be used to reduce fund balance:

1. Reduce pension unfunded liability with catch-up contributions, if unfunded liability exists.
2. Accelerate capital improvement purchases in the Capital Improvement Plan.
3. Increase road project funding, if projects are available.
4. Forego debt financing and pay with current funds.
5. Move up the debt schedule for existing bond payments to lower the debt burden.

Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Matt Lafferty	Planning Commission filling unexpired term of T. Cook	06-30-2019
Kenn Cushman*	Downtown Development Authority/ Main Street Board	06-30-2022
Jerry Hebekeuser*	Parks & Recreation Commission	06-30-2020
Jeff Selbig*	Parks & Recreation Commission	06-30-2020
Michael Espich*	Parks & Recreation Commission	06-30-2020
Janae Fear*	Planning Commission	06-30-2021

*Indicates reappointment

Cruise the Pits Car Show Permission. Approve request from The Child Advocacy Center for the closure of Washington Street from Mason to just north of Main, Washington Street from just south of Main to Jerome, Exchange Street from Ball to Park, and Comstock Street from Ball to Park for the Cruise the Pits Car Show on Saturday, July 21, 2018 from 6:00 a.m. to 4:00 p.m. and authorize Traffic Control Order No. 1395 formalizing the action.

Contract Amendment No. 4 – 2018 Street Program Engineering Services Contract. Approve Amendment No. 4 to the 2018 Street Program Engineering Services Contract with Fleis & Vandenbrink Engineering, Inc. adding \$8,635.00 for making changes to the water main designs of project sites and to finish construction plans for Howard Street, and authorize payment to the contractor upon satisfactory completion of the additional work or a portion thereof as detailed below:

RESOLUTION NO. 94-2018

AUTHORIZING AMENDMENT NO. 4 TO ADDENDUM NO. 4 TO THE CONTRACT FOR ENGINEERING SERVICES WITH FLEIS & VANDENBRINK ENGINEERING, INC. FOR THE 2018 STREET PROGRAM ENGINEERING SERVICES CONTRACT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Contract with Fleis & Vandenbrink Engineering Inc. on July 3, 2017 for Engineering Survey and Design Services for the 2018 Street Program in the amount of \$251,000.00; and

WHEREAS, City Council approved Amendments Nos. 1 through 3 totaling \$42,700.00 to the Contract with Fleis & Vandenbrink Engineering, Inc. for additional engineering services, making the current Contract amount \$293,700.00; and

WHEREAS, the city requests additional services of the consultant in the amount of \$8,635.00 to provide water main design for Summit Street and road and storm sewer design for Howard Street projects, that are beyond the original contractual scope of 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 theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fleis & Vandenbrink Engineering Inc. for a cost to the city of Owosso of \$8,635.00 as outlined within its proposal.
- SECOND: The mayor and city clerk are requested and authorized to sign Contract Amendment No. 4 to Addendum No. 4 to the Contract between the City of Owosso, Michigan and Fleis & Vandenbrink Engineering, Inc. as attached.
- FOURTH: The Accounts Payable department is authorized to make payment up to the amended amount of \$302,335.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of stated work.
- FIFTH: The above expenses shall be paid from the Water Mains & Hydrants Account No.591-901-972.000 (\$7,435.00) and the 2016 Unlimited Obligation Bond Proceeds Account (\$1,200.00).

General Engineering Services Contract Addendum No. 4 – Sanitary Sewer Rehabilitation. Waive competitive bidding requirements and authorize Addendum No. 4 to the General Engineering Services contract with OHM Advisors for the development of repair specifications and the provision of construction oversite services as a part of the efforts to repair the most severe sanitary sewer structural deficiencies identified during the 2017 SAW Grant Project, in an amount not to exceed \$80,000.00, and further authorize payment to the engineer upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 95-2018

AUTHORIZING THE EXECUTION OF ADDENDUM NO. 4 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors by the adoption of Resolution 69-2017 on May 15, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desire to expand the contract to include additional services for sanitary sewer rehabilitation specification development and construction over-site, to make necessary structural repairs identified during the State of Michigan funded 2017 SAW Grant project.

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 expand the contract approved by Resolution 69-2017 on May 15, 2017 with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors to include additional services for sanitary sewer rehabilitation specification development and construction over-site for correcting structural defects in the sewer collection system.
- SECOND: The mayor and city clerk are requested and authorized to sign Addendum No. 4 to the General Engineering Services Contract between the City of Owosso, Michigan and Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors in an amount not to exceed \$80,000.00, attached as Exhibit A.
- THIRD: The accounts payable department is authorized to submit payment to OHM Advisors for professional services in an amount not to exceed \$80,000.00 for engineering additional services.
- FOURTH: The above expenses shall be paid for from the wastewater capital fund account 590-901-973.000.

General Engineering Services Contract Addendum No. 5 – Retention Basin Analysis. Waive competitive bidding requirements and authorize Addendum No. 4 to the General Engineering Services contract with OHM Advisors for the development of an alternatives analysis for a proposed retention basin on Beehler Street in the amount of \$28,455.00, and further authorize payment to the engineer upon satisfactory completion of the project or portion thereof as detailed:

RESOLUTION NO. 96-2018

AUTHORIZING THE EXECUTION OF ADDENDUM NO. 5 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors by the adoption of Resolution 69-2017 on May 15, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for performing alternatives analysis and engineering design services for construction of a sanitary sewer collection system retention basin, to pursue compliance with a Michigan Department of Environmental Quality (MDEQ) Consent Order regarding Sanitary Sewer Overflows (SSO's).

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 expand the contract approved by Resolution 69-2017 on May 15, 2017 with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors to include additional services for the site analysis, engineering design, and construction alternatives for construction of a retention basin at 1000 Bradley Street, and a and pump station located at 1122 Beehler Street.
- SECOND: The mayor and city clerk are requested and authorized to sign Addendum No. 4 to the General Engineering Services Contract between the City of Owosso, Michigan and Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors in an amount not to exceed \$28,455.00, attached as Exhibit A.
- THIRD: The accounts payable department is authorized to submit payment to OHM Advisors in an amount not to exceed \$28,455.00 for engineering services.

FOURTH: The above expenses shall be paid for from the wastewater fund account 590-549-818.000.

Emergency Repair Authorization – Oliver Street Sanitary Sewer. Approve emergency repair of 575' of sanitary sewer on East Oliver Street between Randolph Street and Dimmick Street by Monchilov Sewer Service LLC and authorize payment of up to \$33,600.00 upon satisfactory completion of the repairs as follows:

RESOLUTION NO. 97-2018

**AUTHORIZING PURCHASED SERVICES AGREEMENT AND PAYMENT TO
MONCHILOV SEWER SERVICES, LLC FOR EMERGENCY REPAIR OF SANITARY SEWER PIPE AND
SERVICE LATERALS ON E. OLIVER STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Collection Replacement Fund for the repair of sanitary sewer collection system piping, and

WHEREAS, the 10 inch sanitary sewer main located on E. Oliver Street between Randolph and Gimmick Streets are in need of immediate cleaning/televising/repair services, as delineated in the quoted price dated June 14, 2018 provided by Monchilov Sewer Services LLC in the amount of \$33,600.00; and

WHEREAS, the City Director of Public Services & Utilities has reviewed the quote and verified the repairs as necessary to restore the sanitary sewer main and attaching service laterals to original structural operating condition, and recommends authorizing Monchilov Sewer Service LLC to provide the required repair services in an amount not to exceed \$33,600.00.00.

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 enter into a services agreement with Monchilov Sewer Services, LLC for the emergency repairs of the sanitary sewer main and service laterals on the 10 inch sewer main located on E. Oliver Street between Randolph and Dimmick streets.

SECOND: The accounts payable department is authorized to submit payment to Monchilov Sewer Services LLC, in an amount not to exceed \$33,600.00 upon completion of these repair services.

THIRD: The above expenses shall be paid from account no. 590-901-973.000.

Bid Award – 2018 Sidewalk Replacement Program. Approve the low bid of Seifert Construction LLC for the 2018 Sidewalk Replacement Program in the amount of \$115,245.00, authorize an additional \$20,000.00 for miscellaneous restoration and replacement services required during the calendar year, and further authorize payment to the contractor according to unit prices upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 98-2018

**AUTHORIZING THE AWARD OF THE 2018 SIDEWALK RESTORATION AND
REPLACEMENT SERVICES PROGRAM TO SEIFERT CONSTRUCTION LLC OF
ASHLEY, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged and that replacement is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2018 Sidewalk Replacement Program, and the low responsive and responsible bid was received from Seifert Concrete LLC in the amount of \$115,245.00; and

WHEREAS, Seifert Construction, LLC is hereby determined to be qualified to provide such services, and has performed the same type services in 2017.

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 Seifert Construction LLC for replacement of sections of damaged or misaligned sidewalk as part of the 2018 Sidewalk Replacement Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with Seifert Concrete in the amount of \$115,245.00, plus additional restoration and replacement services required as contingency during the calendar year, in the amount of \$20,000.00, for a total of \$135,245.00.
- THIRD: The accounts payable department is authorized to pay Seifert Construction LLC for work satisfactorily completed on the project up to the initial contact amount of \$115,245.00 plus contingency in the amount of \$20,000.00 for a total of \$135,245.00.
- FOURTH: The above expenses shall be paid from the Major and Local Street Maintenance Funds accounts 203-463-728-000 and 202-463-728-000.

Professional Services Agreement – 2018 Audit. Approve an agreement with Gabridge & Company, PLC to provide an independent financial audit of the city for its 2018 fiscal year in an amount not to exceed \$27,960.00 as detailed:

RESOLUTION NO. 99-2018

AUTHORIZING THE EXECUTION OF A LETTER OF ENGAGEMENT WITH GABRIDGE & COMPANY, PLC, CERTIFIED PUBLIC ACCOUNTANTS, TO AUDIT FISCAL YEAR ENDING JUNE 30, 2018

WHEREAS, the city of Owosso, Michigan is required by the state of Michigan to have an independent audit performed annually according to generally accepted auditing standards; and

WHEREAS, obtaining certified public accountants to prepare the audit of the financial statements is necessary and it is hereby determined that Gabridge & Company, PLC, are qualified to provide such services.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN:

- FIRST: that the city of Owosso has heretofore determined that engaging Gabridge & Company, PLC, certified public accountants, is advisable and necessary, to conduct and prepare an audit of the basic financial statements for the city of Owosso, Michigan;
- SECOND: that the letter of engagement between the city of Owosso and Gabridge & Company, attached as Exhibit A for a cost not to exceed \$27,960 is hereby approved; and
- THIRD: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as Exhibit A for the city of Owosso.

FOURTH: payment of \$27,960 is hereby approved with payment to be rendered monthly as work progresses.

Warrant No. 558. Authorize Warrant No. 558 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance-1 st of 3 installments for FY 18/19	Various	\$127,452.00
Shiawassee Area Transportation Agency	Annual local funding commitment for FY 18/19	General	\$75,315.23
Michigan Municipal League Workers' Compensation Fund	Workers' compensation insurance-1 st of 3 installments for FY 18/19	Various	\$20,230.00

Check Register – May 2018.* Affirm check disbursements totaling \$926,742.58 for May 2018.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Greenway, Bailey, Fox, Teich, Law, Mayor Pro-Tem Osika, and Mayor Eveleth.

NAYS: None.

ITEMS OF BUSINESS

City Budget Amendment

Motion by Councilmember Bailey to adopt the 2017-2018 Amended Budget as follows:

RESOLUTION NO. 100-2018

CITY OF OWOSSO ADOPTION OF AMENDED 2017-2018 BUDGET

WHEREAS, the City Council of Owosso has adopted The General Appropriations Act Budget for 2017-2018 by Resolution, and

WHEREAS, Section 9 of the General Appropriations Act requires a departmental budget which stipulates that no transfers of departmental appropriations shall be made without prior approval of the Council, and

WHEREAS, MCL 141.437 states that the local legislative body of the local unit shall amend the general appropriations act as soon as it becomes apparent that a deviation from the original general appropriations act is necessary, and

WHEREAS, the Finance Director has made recommendations that include proposals for measures necessary to provide revenues sufficient to meet expenditures of the fund or both, and

WHEREAS, the City Council of Owosso has determined these changes in the 2017-2018 Owosso Budget (Act) is needed and necessary to monitor the financial operations of the City and to ensure the appropriations do not exceed the expenditures;

NOW THEREFORE BE IT RESOLVED that the City Council of Owosso hereby adopts the amended revenues and expenditures listed below to be reflected in the 2017-2018 Amended Annual Budget (Act).

GENERAL FUND	<u>Approved</u>	<u>Change</u>	<u>Amended</u>
<u>Revenues</u>			
License and Permits	193,000	40,500	233,500
Interest Income	23,000	<u>(8,500)</u>	14,500
Total Amendment		\$ 32,000	

<u>Expenditures</u>			
Clerk	221,889	11,000	232,889
Human Resources	207,609	3,000	210,609
Building/Grounds	175,469	20,000	195,469
General Administration	312,021	32,000	344,021
Public Works	588,607	(20,000)	568,607
Leaf & Brush	229,000	(7,000)	222,000
Parking	43,000	(4,000)	39,000
Parks	302,900	<u>(3,000)</u>	299,900
Total Amendment		\$ 32,000	

MAJOR STREETS FUND	<u>Approved</u>	<u>Change</u>	<u>Amended</u>
<u>Expenditures</u>			
Street Maintenance	\$ 215,000	(56,875)	\$ 158,125
Snow & Ice Control	125,000	25,000	150,000
Tree Trimming	30,500	4,030	34,530
Admin & Engineering	171,375	13,540	184,915
Trunkline Roadside Cleanup	200	100	300
Trunkline Snow & Ice Control	17,317	14,205	31,522
Transfers Out	332,070	4,000	336,070
Other Financing-Fund Balance	30,649	<u>(4,000)</u>	26,649
Total Amendment		\$ -0-	

LOCAL STREETS FUND	<u>Approved</u>	<u>Change</u>	<u>Amended</u>
<u>Revenues</u>			
Transfers In	\$ 252,650	233,909	\$ 486,559
<u>Expenditures</u>			
Contractual Services	\$ 629,850	233,909	\$ 863,759
Snow & Ice Control	60,500	17,550	78,050
Tree Trimming	64,000	<u>(17,550)</u>	46,450
Total Amendment		\$ 233,909	

Motion supported by Councilmember Greenway.

Roll Call Vote.

AYES: Councilmembers Bailey, Teich, Mayor Pro-Tem Osika, Councilmembers Law, Fox, Greenway, and Mayor Eveleth.

NAYS: None.

Credit Card Policy Approval

City Manager Henne explained the need for city credit cards saying travel and conference expenses can be difficult to handle under the current purchasing policy and the use of City-issued credit cards would

resolve the matter. He said the intent is to issue credit cards to department heads upon request, with said cards to be used only for travel and conference expenses. Anyone violating the policy will lose credit card privileges and face disciplinary action.

There was brief discussion regarding the securing of rental car insurance through the credit card company. City Manager Henne noted this is not necessary as staff very rarely rent cars for conferences.

Motion by Councilmember Fox to approve the proposed Credit Card Policy governing the use of City-owned credit cards for travel/conference purposes only as follows:

RESOLUTION NO. 101-2018

**CITY OF OWOSSO, MICHIGAN
CREDIT CARD POLICY**

WHEREAS, the City of Owosso wishes to use a credit card, restricted for payment of travel and conference expenditures for all departments in conducting official business of the City; and

WHEREAS, the City of Owosso wishes to use a credit card restricted for use by only designated personnel approved by the City Manager; and

WHEREAS, in accordance with Public Act 266 of 1995 the City is required to adopt a Credit Card Use policy.

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

- FIRST: the Finance Director or designee is responsible for credit card issuance, accounting, monitoring, retrieval and for overseeing compliance with credit card policies and procedures.
- SECOND: that the credit card will be issued and used only by authorized City of Owosso employees.
- THIRD: that the user of the credit card will submit documentation, in a timely organized manner, for every purchase which includes in detail the goods or services purchased, the date of purchase and the official business for which purchased.
- FOURTH: that the employee issued the credit card is responsible for its protection and custody and will immediately notify the City of Owosso Finance Department if the card is lost or stolen and will turn in the card prior to termination of employment.
- FIFTH: that the Finance Director for the City of Owosso will establish internal controls including proper approval(s) of invoices before payment and that statements will be paid in full within not more than 60 days of the statement date.
- SIXTH: that the misuse of the credit card by an employee could result in revocation of the card and/or criminal charges and/or termination of employment.
- SEVENTH: that the total combined authorized credit limit of the credit cards issued by the City of Owosso shall not exceed the credit limit of \$10,000.
- EIGHTH: that the policy and procedures adopted by this resolution will be separately compiled and made available to the public by the City Clerk.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Law, Teich, Fox, Bailey, Greenway, Mayor Pro-Tem Osika, and Mayor Eveleth.

NAYS: None.

Osburn Lakes Lots – Purchase Agreement

The Council carefully considered a purchase agreement from J. Harrison Properties, LLC for the sale of the remaining 23 city-owned parcels in the Osburn Lakes Subdivision in the amount of \$92,000.00, \$60,000.00 of which would be financed by the City over a period of 10 years, among other provisions.

There was significant discussion of the proposal with some Councilmembers anxious sell the properties and rid the City of the “developer” title, while others took issue with the terms of the offer saying they overwhelmingly favored the buyer. There was further discussion regarding making a counter-offer and posting the deal in an effort to solicit other offers.

A motion was made by Councilmember Fox to place a counter-offer of \$110,000, half-price discount for the first 10 water/sewer hookups, and requirement of a balloon payment after 24 months.

There was further discussion regarding the holding costs to the City, effects of the sale on the HOA, the feeling that the offer unfairly favors the buyer, whether the City could approve the 21-day posting period to encourage other bids, the fact that profit margins on such a project are not as high as people think, and the trying to make the best decision for the common good.

Councilmember Fox's motion died for lack of support.

The Council moved on to discuss the following related item.

Osburn Lakes Lots – Realtor Selection

The Council discussed the details of the proposal recommended by the Osburn Lakes Realtor Selection Committee to hire Shannon Howansky of Century 21 Looking Glass for the marketing and future sale of the remaining city-owned lots in the development. Ms. Howansky was present and they asked her about the developer included in the proposal and how their plan might progress. She indicated the builder typically functions on a cash basis purchasing one lot at a time (for full price), building a home, and purchasing the next lot after the first home is contracted for sale. Her plan is to market 5 specific lots, suggesting a particular model home for each lot. Prospective buyers will be able to tour any of the homes they have under construction at the time. She also indicated her offer does not have an exclusivity requirement with the developer she works with.

Motion by Councilmember Teich to approve the recommendation of the Osburn Lakes Realtor Selection Committee to hire Shannon Howansky of Century 21 Looking Glass for the marketing and future sale of the remaining city-owned lots in the development, and require her selected builder to commit to the purchase of two lots as detailed:

RESOLUTION NO. 102-2018

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
LOOKING GRAND, INC. D/B/A CENTURY 21 LOOKING GLASS
FOR PROVIDING REAL ESTATE BROKER SERVICES
FOR CITY-OWNED LOTS IN OSBURN LAKES, PHASE 1**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, sought proposals for the marketing and sale of approximately 30 vacant lots in a single-family residential condominium development known as Osburn Lakes Phase 1; and

WHEREAS, the City of Owosso received three proposals which were reviewed and analyzed; and it is hereby determined that Looking Grand, Inc. d/b/a Century 21 Looking Glass, specifically realtor Shannon Howansky, is qualified to provide such services and submitted a responsible and responsive proposal; and

WHEREAS, the proposal received offered the cooperation of a local builder to build five new homes in the subdivision; and

WHEREAS, the City of Owosso desires to have said builder start the construction of two homes immediately.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to secure real estate broker services to market and sell vacant lots in Osburn Lakes Phase 1 from Looking Grand, Inc. dba Century 21 Looking Glass.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Looking Grand, Inc. d/b/a Century 21 Looking Glass.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmember Fox, Mayor Pro-Tem Osika, Councilmembers Bailey, Law, Greenway, Teich, and Mayor Eveleth.

NAYS: None.

After the vote Mayor Pro-Tem Osika asked that the realtor see to it the wetlands are marked on the vacant parcels.

COMMUNICATIONS

Karen K. Ruddy, Finance Director. May 2018 Finance Report.
Building Department, Building Official. May 2018 Building Department Report.
Building Department, Building Official. May 2018 Code Violations Report.
Kevin D. Lenkart, Public Safety Director. May 2018 Police Report.
Kevin D. Lenkart, Public Safety Director. May 2018 Fire Report.
Historical Commission. Minutes of May 14, 2018.
Parks & Recreation Commission. Minutes of May 23, 2018.
Planning Commission. Minutes of May 29, 2018.

CITIZEN COMMENTS AND QUESTIONS

Justin Horvath, President/CEO of the SEDP, praised Council saying they made the right decision regarding the Osburn Lakes properties. He said the developer involved in the deal is the largest home builder in the county, understands the market, and has the cash flow to undertake the project.

Tom Manke, Owosso Township resident, said he built homes for 25 years and experience tells him the realtor deal is “just smoke and mirrors”. He said Council made the wrong decision by not taking the opportunity to sell all the lots at once.

Mayor Pro-Tem Osika highlighted the new downtown map that is now available. She thanked those that designed the map saying it was a much needed item. Councilmember Law noted that the fence along the rear of the parking lot behind the Korner Pub appears to be falling over into the neighbor’s driveway. He asked that someone take a look to remedy the situation. Mayor Eveleth noted loose planks on the railings of the boardwalk along the Voight Loop Trail. Staff indicated they will look into both situations.

NEXT MEETING

Monday, July 02, 2018

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Historical Commission – term expires December 31, 2020
Parks & Recreation Commission – term expires June 30, 2019
Zoning Board of Appeals – term expires June 30, 2021

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 10:00 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

*Due to their length, text of marked items is not included in the minutes. Full text of these documents is on file in the Clerk's Office.



DATE: 7.2.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: MEDICAL MARIJUANA ORDINANCE

BACKGROUND:

On May 23rd, the Owosso Planning Commission voted to formally recommend a draft medical marijuana facilities ordinance to the City Council after many months of discussion, public comments, and hard work. The State of Michigan passed Public Act 281 of 2016 that defines and allows medical marijuana facilities to operate within a community if it chooses to opt into the program.

This ordinance draft would allow medical marijuana facilities in the City of Owosso with the following stipulations:

1. An unlimited amount of Growers, Processors, Labs, and Secure Transporter licenses – as defined by PA 281 – are allowed in city limits
2. No more than 4 Provisioning Center licenses – as defined by PA 281 – are allowed in city limits
3. Completed applications must be approved or denied by the City Clerk within 14 days of receiving the COMPLETE application and all required materials
4. Growers, Processors, Labs, and Secure Transporters must be located in industrial zoned areas
5. Provisioning Centers can be located in any B-1 thru B-4 commercial districts as well as any industrial zoned area.
6. Provisioning Centers must be located 100 feet away from the nearest residence – measured door-to-door
7. Provisioning Centers must be located 200 feet away from the nearest school – measured door-to-door
8. The cost for any of the five local license applications is \$5,000 annually.
9. The 4 Provisioning Center licenses will be selected via a lottery system
 - a. Lottery participants are expected to pay a \$5,000 application fee and if they are not selected they will be refunded \$2,500. Those who are selected will have their application fee count as the local license fee.
10. The City may waive the 200 foot school buffer if a provisioning center applies to be located within 200 of a school IF the school does not file an objection.
 - a. If the School does object to a less than 200 ft placement, the City shall hold a hearing before making a decision on the buffer zone waiver
11. All medical marihuana facility license holders must comply with all state building codes, including but not limited to plumbing, mechanical, electrical, building energy and fire codes which includes the city of Owosso zoning ordinance, as applicable under law
12. Growers and Processors must have security cameras installed
13. Provisioning Centers must have odor control measures in place
14. Eliminates language pertaining to any previous local medical marijuana ordinances

The proposed 100/200 foot buffer rules were agreed upon by the Planning Commission so as not to exclude Westown. Some cities have adopted much larger buffer requirements. Attached is a representation of a theoretical 1000 foot school buffer rule applied to Owosso. You can see how such a rule would pretty much exclude all commercial zoned areas but industrial, thereby severely limiting possible locations for provisioning centers.

STAFF RECOMMENDED CHANGES TO PLANNING COMMISSION DRAFT

Aside from substantive grammatical changes, legal terminology changes, and references to existing local, state, and federal law, major suggested changes to the ordinance draft include:

1. Eliminating the school objection clause – the 200 foot rule should be a hard and fast rule.
2. City Staff shall approve or deny an application within 20 days of receiving the completed application with all required materials
3. The Building Department will handle licensing rather than the City Clerk.

FISCAL IMPACT:

Since we do not know how many license applications the City will receive, how many will be approved, and how much the quarter share of the 3% excise tax that will be generated and distributed by the state and distributed to Cities that opt in to PA 281, I cannot offer an accurate prediction of how much revenue the City can expect from this.

OPTIONS:

1. Approve Planning Commission draft as recommended
2. Approve staff-revised Planning Commission draft
3. Direct City staff to further revise Planning Commission draft based on Council-generated revision suggestions
4. Decide to not follow the Planning Commission recommendation and opt out of PA 281 altogether
5. Take no action

Attached:

Map - 1000' school zone buffer

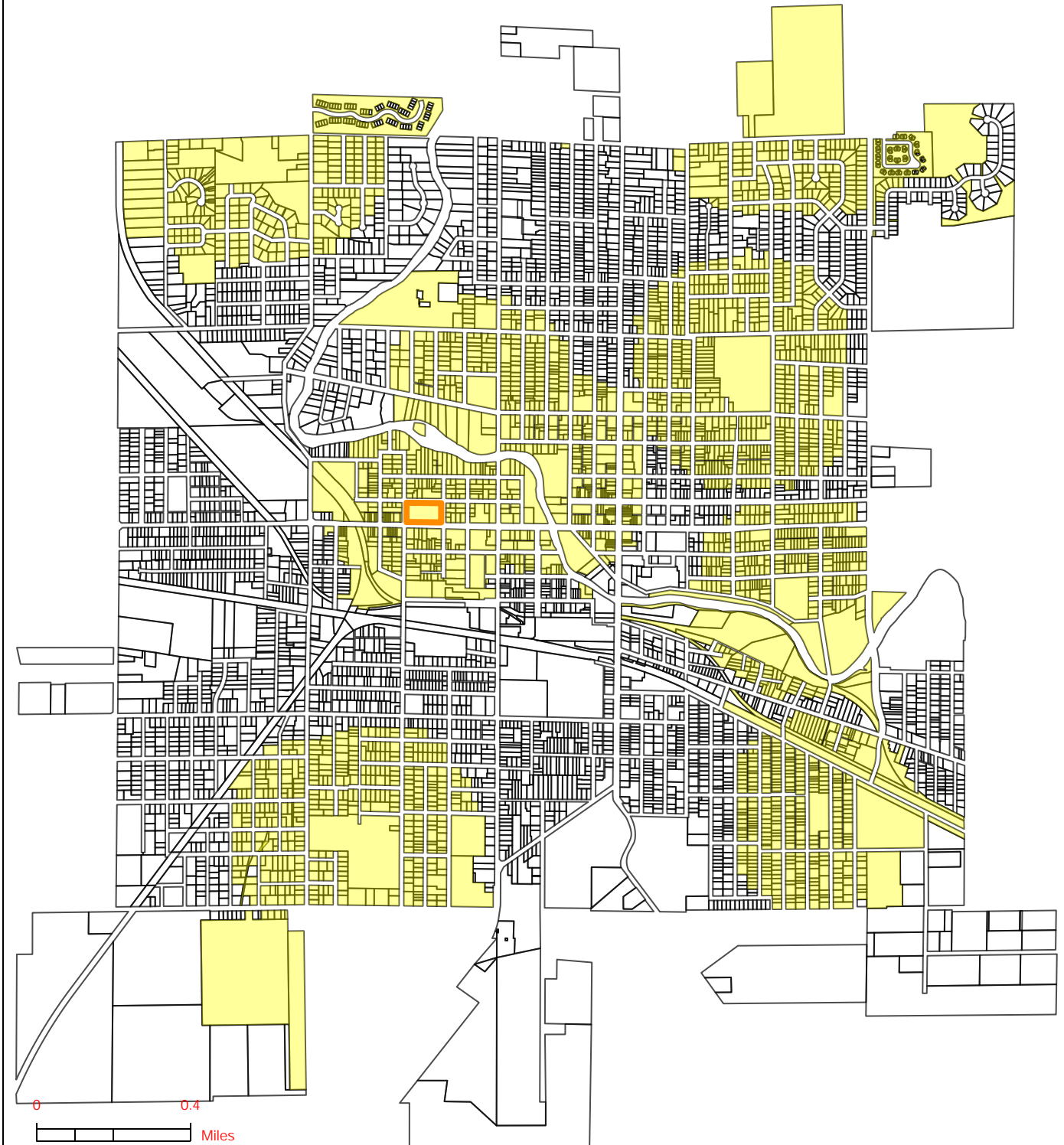
Proposed ordinance

Proposed license application

Application flowchart

Provisioning center lottery flowchart

OWOSSO



ORDINANCE NO.

TO ADD CHAPTER 16.5, MEDICAL MARIHUANA FACILITIES LICENSING-POLICE
POWER ORDINANCE,
AND AMEND VARIOUS SECTIONS OF CHAPTER 38, ZONING,
OF THE CODE OF THE CITY OF OWOSSO
TO AUTHORIZE AND REGULATE MEDICAL MARIHUANA RELATED FACILITIES

WHEREAS, Public Act 281 of 2016 (MCL 333.27101 et. seq.) authorizes the State of Michigan to license five different types of facilities related to medical marihuana (grower, processor, secure transporter, provisioning center, and safety compliance facility); and

WHEREAS, Section 205 of PA 281 of 2016 (MCL 333.27205) provides that “[a] marihuana facility shall not operate in a municipality unless the municipality has adopted an ordinance that authorizes that type of facility”; and

WHEREAS, Section 205 of PA 281 of 2016 further provides that “[a] municipality may adopt other ordinances relating to marihuana facilities within its jurisdiction, including zoning regulations...”; and

WHEREAS, the Owosso Planning Commission has spent considerable time examining PA 281 of 2016, gathering feedback from the community, listening to experts, and learning from other municipalities so as to develop an informed recommendation to City Council; and

WHEREAS, the Planning Commission held a public hearing on May 29, 2018 at its regularly scheduled meeting regarding the proposal to add Chapter 16.5, Medical Marihuana Facilities Licensing-Police Power Ordinance, and amend various sections of Chapter 38, Zoning, in which no citizen comments were voiced or received; and

WHEREAS, having concluded its efforts to vet the options presented by the new law the Planning Commission recommends the City authorize the operation of all of the five types of medical marihuana facilities authorized by PA 281 of 2016 within the City limits; and

WHEREAS, the Planning Commission and City staff recommend adoption of the following amendments to the Code of the City of Owosso to govern the operation of medical marihuana related facilities; and

WHEREAS, the City Council held a public hearing on the request November 6, 2017, heard all interested persons, and deliberated on the request.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY OF OWOSSO ORDAINS:

SECTION 1. ADDITION – CHAPTER 16.5. That the Code of Ordinances of the City of Owosso, Michigan, is hereby amended by adding a chapter, to be numbered Chapter 16.5, Medical Marihuana Facilities Licensing - Police Power Ordinance, which shall read as follows:

Sec. 16.5-1. - Purpose.

- (a) It is the intent of this ordinance to authorize the establishment of certain types of medical marihuana facilities in the city of Owosso and provide for the adoption of reasonable restrictions to protect the public health, safety, and general welfare of the community at large; retain the character of neighborhoods; and mitigate potential impacts on surrounding properties and persons. It is also the intent of this ordinance to help defray administrative and enforcement costs associated with the operation of a marihuana facility in the city of Owosso through imposition of an annual, nonrefundable fee of \$5,000.00 on each medical marihuana facility licensee. Authority for the enactment of these provisions is set forth in the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq. Further, the city does not intend that permitting and regulation under this chapter be construed as a finding that such facilities comply with any law.

In Section 1:

Red Text = language added by the Planning Commission to create a new chapter and Ordinance.

Blue Text = existing language suggested for amendment.

- (b) Nothing in this ordinance is intended to grant immunity from criminal or civil prosecution, penalty, or sanction for the cultivation, manufacture, possession, use, sale, or distribution of marihuana, in any form, that is not in compliance with the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; the Marihuana Tracking Act, MCL 333.27901 et seq.; and all other applicable rules promulgated by the state of Michigan.
- (c) As of the effective date of this ordinance, marihuana remains classified as a Schedule 1 controlled substance under the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., which makes it unlawful to manufacture, distribute, or dispense marihuana, or possess marihuana with intent to manufacture, distribute, or dispense marihuana. Nothing in this ordinance is intended to grant immunity from any criminal prosecution under federal laws.
- (d) All medical marihuana facility license holders must comply with all state building codes, including but not limited to plumbing, mechanical, electrical, building energy and fire codes which includes the city of Owosso zoning ordinance, as applicable under law.

Sec. 16.5-2. – Definitions.

For the purposes of this ordinance:

- (a) Any term defined by the Michigan Medical Marihuana Act, MCL 333.26421 et seq., shall have the definition given in the Michigan Medical Marihuana Act.
- (b) Any term defined by the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., shall have the definition given in the Medical Marihuana Facilities Licensing Act.
- (c) Any term defined by the Marihuana Tracking Act, MCL 333.27901 et seq., shall have the definition given in the Marihuana Tracking Act.

Grower means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.

Licensee means a person holding a state operating license issued under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.

Marijuana or *marihuana* means that term as defined in the Public Health Code, MCL 333.1101 et seq.; the Michigan Medical Marihuana Act, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; and the Marihuana Tracking Act, MCL 333.27901 et seq.

Marihuana facility means an enterprise at a specific location at which a licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., including a marihuana grower, marihuana processor, marihuana provisioning center, marihuana secure transporter, or marihuana safety compliance facility. The term does not include or apply to a “primary caregiver” or “caregiver” as that term is defined in the Michigan Medical Marihuana Act, MCL 333.26421 et seq.

Person means an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity.

Processor means a licensee that is a commercial entity located in Michigan that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center.

Provisioning center means a licensee that is a commercial entity located in Michigan that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying

patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., is not a provisioning center for purposes of this article.

Safety compliance facility means a licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.

Secure transporter means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

Sec. 16.5-3. - Authorization of Facilities and Fee.

- (a) The maximum number of each type of marihuana facility allowed in the city of Owosso shall be as follows.

<u>Facility</u>	<u>Number</u>
Grower	unlimited
Processor	unlimited
Provisioning center	#4
Safety compliance facility	unlimited
Secure transporter	unlimited

- (b) Planning commission shall review the number of facilities allowed at the one year mark of **implementation** to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana facility allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.
- (c) A nonrefundable fee shall be paid by each marihuana facility licensed under this ordinance in an annual amount of \$5,000.00 as set by resolution of the City Council.
- (d) The first four provisioning center licenses shall be awarded via lottery. An application fee of \$5,000 shall be paid in full at the time the application is submitted. The first round of applications shall be accepted for a 30 day calendar period, to be determined by city council. All names of applicants will be entered into a drawing the day set by council and shall be open to the public. Applicants who are not awarded a license shall receive a refund of \$2,500 within 30 days of the drawing. If all licenses are not awarded in the first round, a second round of applications may be accepted at a later date as determined by city council.
- (e) Should a provisioning center license be vacated or revoked, the city will hold a lottery to award a the license to another applicant. The process would mimic the steps outlined above but would be limited to the number of vacated or revoked license(s) available.

Sec. 16.5-4. - Requirements and Procedure for Issuing License.

- (a) No person shall operate a marihuana facility in city of Owosso without a valid marihuana facility license issued by the city of Owosso pursuant to the provisions of this ordinance, and state law.
- (b) The License requirement in this chapter applies to all facilities whether operated for profit or not for profit.
- (c) Every applicant for a license to operate a marihuana facility shall file an application in the building department office upon a form provided by the city of Owosso.

- (d) Every applicant for a license to operate a marihuana facility shall submit with the application a photocopy of the applicant's valid provisional license issued by the State of Michigan in accordance with the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.
- (e) Upon an applicant's completion of said form and furnishing of all required information and documentation, city staff shall accept the application and assign it a sequential application number by facility type based on the date and time of acceptance. The city staff shall act to approve or deny an application not later than twenty (20) days from the date the application was accepted. If approved, the building department shall issue the applicant a provisional license.
- (f) A provisional license means only that the applicant has submitted a valid application for a marihuana facility license, and the applicant shall not locate or operate a marihuana facility without obtaining all other permits and approvals required by all other applicable ordinances and regulations of the city of Owosso. A provisional license will lapse and be void if such permits and approvals are not diligently pursued to completion.
- (g) Within twenty (20) days from the applicant submitting proof of obtaining all other required permits and approvals and payment of the license fee, city staff shall approve or deny the marihuana facility license. The building department shall issue marihuana facility licenses in order of the sequential application number previously assigned.
- (h) Maintaining a valid marihuana facility license issued by the state is a condition for the issuance and maintenance of a marihuana facility license under this ordinance and continued operation of any marihuana facility.
- (i) A marihuana facility license issued under this ordinance is not transferable.
- (j) If the application is for a grower's license, the maximum number of plants that the applicant intends to grow will be included with the application.

Sec. 16.5-5. - License Renewal.

- (a) A marihuana facility license shall be valid for one year from the date of issuance, unless revoked as provided by law.
- (b) A valid marihuana facility license may be renewed, on an annual basis, by submitting an application and payment of the annual license fee. Application to renew a marihuana facility license shall be filed at least thirty (30) days prior to the date of its expiration.
- (c) Applications for renewal or amendment of existing permits shall be reviewed and granted or denied before applications for new permits are considered.

Sec. 16.5-6. – Applicability.

The provisions of this ordinance shall be applicable to all persons and facilities described herein, whether the operations or activities associated with a marihuana facility were established without authorization before the effective date of this ordinance.

Sec. 16.5-7. - Penalties and Enforcement.

- (a) Any person who violates any of the provisions of this ordinance shall be responsible for a 90-day misdemeanor. Each day a violation of this Ordinance continues to exist constitutes a separate violation. A violator of this Ordinance shall also be subject to such additional sanctions, remedies

and judicial orders as are authorized under Michigan law.

- (b) A violation of this Ordinance is deemed to be a nuisance per se. In addition to any other remedy available by law, the city of Owosso may bring an action for an injunction or other process against a person to restrain, prevent, or abate any violation of this Ordinance.
- (c) This Ordinance shall be enforced and administered by the city official as may be designated from time to time by resolution of the city council.
- (d) A license issued under this chapter may be suspended or revoked for any of the following violations:
 - (1) Any person required to be named on the permit application is convicted of or found responsible for violating any provision of this chapter;
 - (2) A permit application contains any misrepresentation or omission of any material fact, or false or misleading information, or the applicant has provided the city with any other false or misleading information related to the facility;
 - (3) Any person required to be named on the permit application is convicted of a crime which, if it had occurred prior to submittal of the application, could have been cause for denial of the permit application;
 - (4) Marihuana is dispensed on the business premises in violation of this chapter or any other applicable state or local law, rule or regulation;
 - (5) The facility is operated or is operating in violation of the specifications of the permit application, any conditions of approval by the city or any other applicable state or local law, rule or regulation.
 - (6) The city, the county, or any other governmental entity with jurisdiction, has closed the facility temporarily or permanently or has issued any sanction for failure to comply with health and safety provisions of this chapter or other applicable state or local laws related to public health and safety.
 - (7) The facility is determined by the city to have become a public nuisance.
 - (8) The facility's state operating license has been suspended or revoked.
- (e) Possession, sale or consumption of any form of alcohol is strictly prohibited in any licensed medical marihuana facilities.

Sec. 16.5-8. - Severability.

In the event that any one or more sections, provisions, phrases or words of this Ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this Ordinance.

SECTION 2. AMENDMENT 38-5. That Sec. 38-5. Definitions, of the Owosso City Code be amended to read:

Sec. 38-5. - Definitions.

Accessory building. A building detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

Accessory use, or accessory. A use which is clearly incidental to, customarily found in connection with, and (except in the case of accessory off-street parking spaces or loading) located on the same zoning lot as the principal use to which it is related.

When "accessory" is used in this text, it shall have the same meaning as accessory use.

An accessory use includes, but is not limited to, the following:

- (1) Residential accommodations for servants and/or caretakers.
- (2) Swimming pools for the use of the occupants of a residence or their guests.
- (3) Domestic or agricultural storage in a barn, shed, tool room, or similar accessory building or other structure.
- (4) A newsstand primarily for the convenience of the occupants of a building, which is located wholly within such building and has no exterior signs or displays.
- (5) Storage of merchandise normally carried in stock in connection with a business or industrial use, unless such storage is excluded in the applicable district regulations.
- (6) Storage of goods used in or produced by industrial uses or related activities, unless such storage is excluded in the applicable district regulations.
- (7) Accessory off-street parking spaces, open or enclosed, subject to the accessory off-street parking regulations.
- (8) Uses clearly incidental to a main use such as, but not limited to, offices of an industrial or commercial complex located on the site of the commercial or industrial complex.
- (9) Accessory off-street loading, subject to the off-street loading regulations for the district in which the zoning lot is located.
- (10) Accessory signs, subject to the sign regulations for the district in which the zoning lot is located.
- (11) Satellite receiving antennae: An apparatus capable of receiving communications from a transmitter relay located in planetary orbit.
- (12) Usable satellite signal: A satellite signal which when received on a conventional television set is at least equal in picture quality to that received from local commercial television stations or by way of cable television.

Adult foster care facility. A governmental or non-governmental establishment having as its principal function the receiving of adults for foster care. It includes facilities and foster care family homes for adults who are aged, emotionally disturbed, developmentally disabled, or physically handicapped who require supervision on an ongoing basis but who do not require continuous nursing care. Beginning March 27, 1984, adult foster care facility shall include home for the aged.

Adult foster care small group home. An adult foster care facility with the approved capacity to receive at least seven (7) but not more than twelve (12) adults shall be provided with foster care.

Alley. Any dedicated public way affording a secondary means of access to abutting property, and not intended for general traffic circulation.

Alterations. Any change, addition or modification in construction or type of occupancy, or in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed."

Apartment. A suite of rooms or a room in a multiple-family building arranged and intended for a place of residence of a single family or a group of individuals living together as a single housekeeping unit.

Auto repair station. A place where, along with the sale of engine fuels, the following services may be carried out: general repair, engine rebuilding, rebuilding or reconditioning of motor vehicles, collision service, such as body, frame, or fender straightening and repair; overall painting and undercoating of automobiles.

Basement. That portion of a building which is partly or wholly below grade but so located that the vertical distance from the average grade to the floor is greater than the vertical distance from the average grade to the ceiling. A basement shall not be counted as a story.

Bed and breakfast operations. A use which is subordinate to the principal use of a dwelling unit as a single-family dwelling unit and a use in which transient guests are provided a sleeping room and board in return for payment.

Block. The property abutting one (1) side of a street and lying between the two (2) nearest intersecting streets, (crossing or terminating) or between the nearest such street and railroad right-of-way, unsubdivided acreage, lake, river or live stream; or between any of the foregoing and any other barrier to the continuity of development, or corporate boundary lines of the city.

Building. Any structure, either temporary or permanent, having a roof supported by columns or walls, and intended for the shelter, or enclosure of persons, animals, chattels or property of any kind.

Building height. The vertical distance measured from the established grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and ridge for gable, hip and gambrel roofs.

Building line. A line formed by the face of the building, and for the purposes of this chapter, a minimum building line is the same as a front setback line. See Article XVIII for porches and horizontal projections such as eaves and bay windows.

Child or adult care center. A facility other than a private home where one (1) or more persons are received for care and supervision for periods of less than twenty-four (24) hours a day and for four (4) weeks during a calendar year.

Club. An organization of persons for special purposes or for the promulgation of sports, arts, sciences, literature, politics or the like, but not operated for profit.

Convalescent or nursing home. A structure with sleeping rooms, where persons are housed or lodged and are furnished with meals, nursing and medical care.

Drive-in. A business establishment so developed that its retail or service character is dependent on providing a drive-way approach or parking spaces for motor vehicles so as to serve patrons while in the motor vehicle rather than within a building or structure.

Dwelling unit. A building, or portion thereof, designed for occupancy by one (1) family for residential purposes and having cooking facilities.

Dwelling, one-family. A building designed exclusively for and occupied by one (1) family.

Dwelling, two-family. A building designed exclusively for occupancy by two (2) families living independently of each other.

Dwelling, multiple-family. A building, or a portion thereof, designed exclusively for occupancy by three (3) or more families living independently of each other.

Development. The construction of a new building or other structure on a zoning lot, the relocation of an existing building on another zoning lot, or the use of open land for a new use.

District. A portion of the incorporated area of the city within which certain regulations and requirements or various combinations thereof apply under the provisions of this chapter.

Erected. Built, constructed, altered, reconstructed, moved upon, or any physical operations on the premises which are required for construction, excavation, fill, drainage, and the like, shall be considered a part of erection.

Essential services. The erection, construction, alteration or maintenance by public utilities or city departments of underground, surface or overhead gas, electrical, steam, fuel or water transmission or distribution systems, collection, communication, supply or disposal systems, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants and similar equipment in connection herewith, but not including buildings which are necessary for the furnishing of adequate service by such utilities or city departments for the general health, safety or welfare.

Excavation. Any breaking of ground, except common household gardening and ground care.

Family. One (1) or two (2) persons or parents, with their direct lineal descendants and adopted children (and including the domestic employees thereof) together with not more than two (2) persons not so related, living together in the whole or part of a dwelling comprising a single housekeeping unit. Every additional group of two (2) or less persons living in such housekeeping unit shall be considered a separate family for the purpose of this chapter.

Family day care home. A private home in which one (1) to six (6) children are received for care and supervision for periods of less than twenty-four (24) hours a day and for more than four (4) weeks during a calendar year.

Farm. The carrying on of any agricultural activity or the raising of livestock or small animals as a source of income.

Floor area, residential. For the purpose of computing the minimum allowable floor area in a residential dwelling unit, the sum of the horizontal areas of such story of the building shall be measured from the exterior faces of the exterior walls or from the centerline of walls separating two (2) dwellings. The floor area measurement is exclusive of areas of basements, unfinished attics, attached garages, breezeways and enclosed and unenclosed porches.

Floor area, usable. (For the purposes of computing parking.) That area used for or intended to be used for the sale of merchandise or services, or for use to serve patrons, clients, or customers. Such floor area which is used or intended to be used principally for the storage or processing of merchandise, hallways, or for the utilities or sanitary facilities, shall be excluded from this computation of "usable floor area": Measurement of usable floor area shall be the sum of the horizontal areas of the several floors of the building, measured from the interior faces of the exterior walls.

Floor area ratio. A volume control wherein a building ratio of 1.0 means that the floor area may equal the lot area. An F.A.R. of 5.0 means that the floor area may be up to five (5) times as large as the lot area: and an F.A.R. of 0.5 means that the floor area shall be no more than one-half of the lot area.

Foster family group home. A private home in which more than four (4) but less than seven (7) children, who are not related to an adult member of the household by blood, marriage or adoption, are provided care for twenty-four (24) hours a day for four (4) or more days a week, for two (2) or more consecutive weeks, unattended by a parent or legal guardian.

Foster family home. A private home in which one (1) but not more than four (4) minor children, who are not related to an adult member of the household by blood, marriage or adoption, are given care and supervision for twenty-four (24) hours a day, for four (4) or more days a week, for two (2) or more consecutive weeks, unattended by a parent or legal guardian.

Garage, private. An accessory building or portion of a main building designed or used solely for the storage of motor-driven vehicles, boats and similar vehicles owned and used by the occupants of the building to which it is accessory.

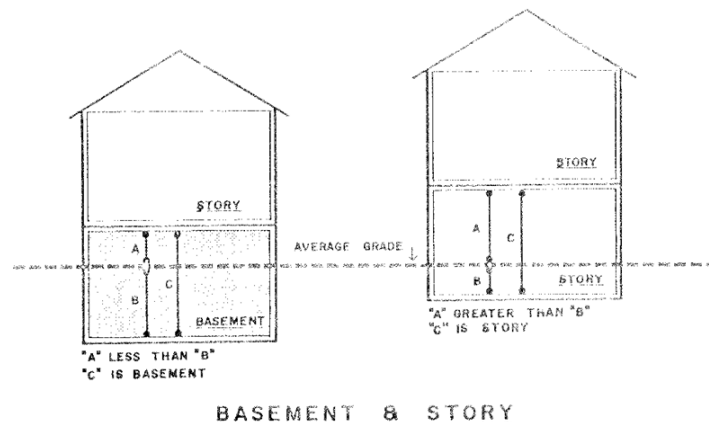
Garage, service. Any premises used for the storage or care of motor-driven vehicles, or where any such vehicles are equipped for operation, repaired, or kept for remuneration, hire or sale.

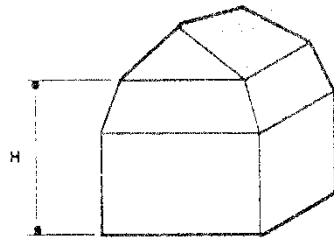
Gasoline service station. A place for the dispensing, sale or offering for sale of motor fuels directly to users of motor vehicles, together with the sale of minor accessories and services for motor vehicles, but not including major automobile repair.

Grade. The ground elevation established for the purpose of regulating the number of stories and the height of buildings. The building grade shall be the level of the ground adjacent to the walls of the building if the finished grade is level. If the ground is not entirely level, the grade shall be determined by averaging the elevation of the ground for each face of the building.

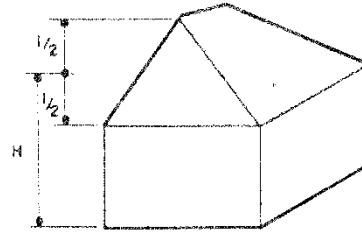
Group day care home. A private home where seven (7) to twelve (12) children are received for care and supervision for periods of less than twenty-four (24) hours a day and for more than four (4) weeks during a calendar year.

Grower. A licensee that is a commercial entity doing business in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.

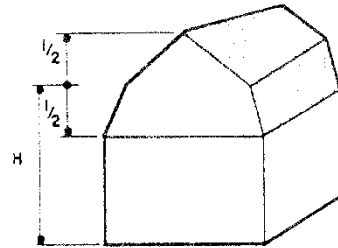




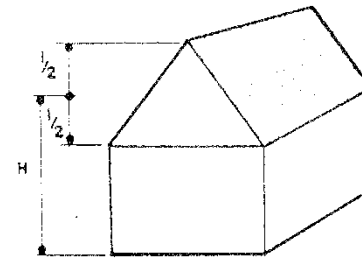
MANSARD ROOF



HIP ROOF



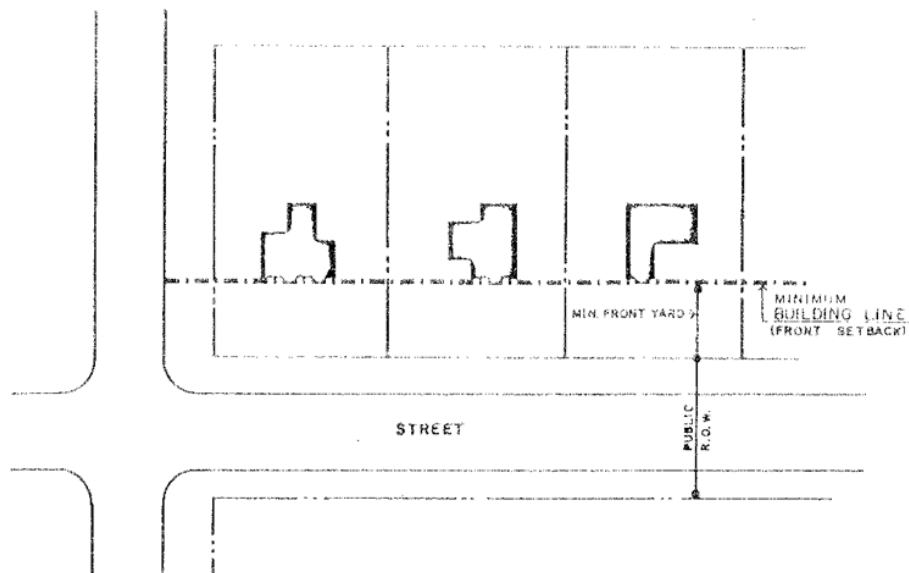
GAMBREL ROOF



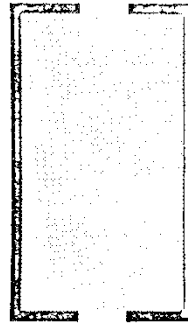
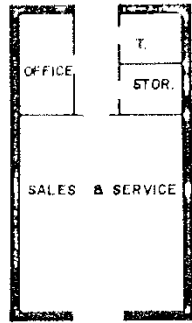
GABLE ROOF

H = HEIGHT OF BUILDING

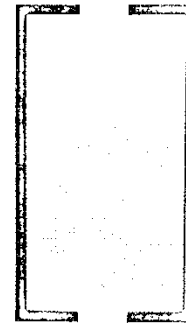
BUILDING HEIGHT



BUILDING LINE

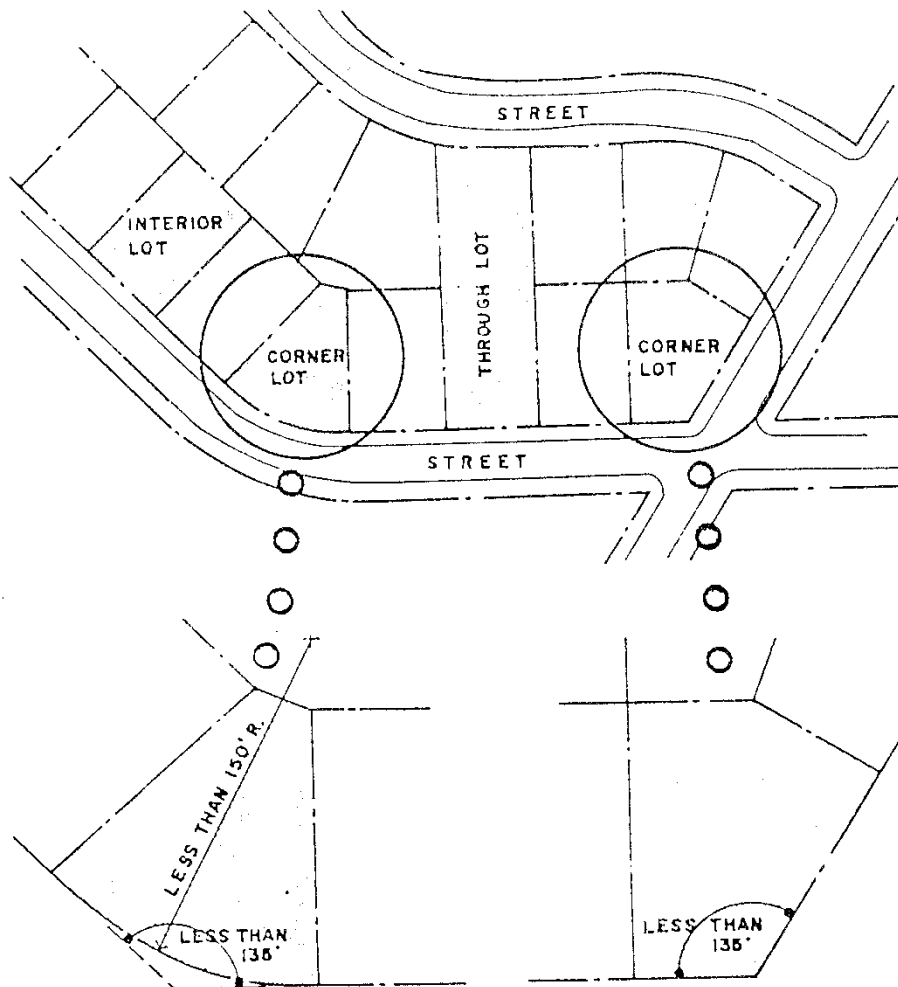


TOTAL FLOOR AREA



USABLE FLOOR AREA
(FOR PURPOSES OF COMPUTING PARKING)

FLOOR AREA



INTERIOR, THROUGH & CORNER LOTS

Hotel. A building or part of a building, with a common entrance or entrances, in which the dwelling units or rooming units are used primarily for transient occupancy, and in which one (1) or more of the following services are offered: Mail service, furnishing of linen, telephone, secretarial, or desk service, and bellboy service. A hotel may include restaurant or cocktail lounge, public banquet halls, ballrooms or meeting rooms.

Junkyard. An area where waste, used or secondhand materials are bought and sold, exchanged, stored, baled, packed, disassembled, or handled including, but not limited to: Scrap iron and other metals, paper, rags, rubber tires and bottles. A "junkyard" includes automobile wrecking yards and includes any open area of more than two hundred (200) square feet for storage, keeping or abandonment of junk.

Kennel, commercial. Any lot or premises on which three (3) or more dogs, cats or other household pets are either permanently or temporarily boarded. Kennel shall also include any lot or premises where household pets are bred or sold.

***Licensee.* A person holding a state operating license issued under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.**

Loading space. An off-street space on the same lot with a building, or group of buildings, for the temporary parking of a commercial vehicle while loading and unloading merchandise or materials.

Local street. A street that provides frontage and access residential lots but also carries some through traffic to lower ordered cul-de-sac streets and lanes.

Lot. A parcel of land occupied, or intended to be occupied, by a main building or a group of such buildings and accessory buildings, or utilized for the principal use and uses accessory thereto, together with such yards and open spaces as are required under the provisions of this chapter. A lot may or may not be specifically designated as such on public records.

Lot, corner. A lot where the interior angle of two (2) adjacent sides at the intersection of two (2) streets is less than one hundred thirty-five (135) degrees. A lot abutting upon a curved street or streets shall be considered a corner lot for the purposes of this chapter if the arc is of less radius than one hundred fifty (150) feet and the tangents to the curve, at the two (2) points where the lot lines meet the curve or the straight street line extended from an interior angle of less than one hundred thirty-five (135) degrees.

Lot, interior. Any lot other than a corner lot.

Lot, through. Any interior lot having frontage on two (2) more or less parallel streets as distinguished from a corner lot. In the case of a row of double frontage lots, all yards of said lots adjacent to streets shall be considered frontage, and front yard setbacks shall be provided as required.

Lot, zoning. A single tract of land, located within a single block, which, at the time of filing for a building permit, is designated by its owner or developer as a tract to be used, developed or built upon as a unit, under single ownership or control.

A zoning lot shall satisfy this chapter with respect to area, size, dimensions and frontage as required in the district in which the zoning lot is located. A zoning lot, therefore, may not coincide with a lot of record as filed with the county register of deeds, but may include one (1) or more lots of record.

Lot area. The total horizontal area within the lot lines of the lot.

Lot coverage. The part or percent of the lot occupied by buildings including accessory buildings.

Lot depth. The horizontal distance between the front and rear lot lines, measured along the median between the side lot lines.

Lot lines. The lines bounding a lot as defined herein:

- (1) **Front Lot Line.** In the case of an interior lot, is that line separating said lot from the street. In the case of a through lot, is that line separating said lot from either street. In the case of a corner lot, is that line as designated on the building plans filed for approval with the Building Inspector.
- (2) **Rear Lot Line.** That lot line opposite the front lot line. In the case of lot pointed at the rear, the rear lot line shall be an imaginary line parallel to the front lot line, not less than ten (10) feet long lying farthest from the front lot line and wholly within the lot.
- (3) **Side Lot Line.** Any lot line other than the front lot line or rear lot line. A side lot line separating a lot from a street is a side street lot line. A side lot line separating a lot from another lot or lots is an interior side lot line.

Lot of record. A parcel of land, the dimensions of which are shown on a document or map on file with the county register of deeds or in common use by city or county officials, and which actually exists as so shown, or any part of such parcel held in a record ownership separate from that of the remainder thereof.

Lot width. The horizontal straight line distance between the side lot lines, measured between the two (2) points where the front setback line intersects the side lot lines.

Main building. A building in which is conducted the principal use of the lot upon which it is situated.

Major thoroughfare. An arterial street which is intended to serve as a large volume trafficway for both the immediate municipal area and the region beyond, and is designated as a major thoroughfare, parkway, freeway, expressway or equivalent term on the major thoroughfare plan to identify those streets comprising the basic structure of the major thoroughfare plan.

***Marijuana or marihuana.* That term as defined in the Public Health Code, MCL 333.1101 et seq.; the Michigan Medical Marihuana Act, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; and the Marihuana Tracking Act, MCL 333.27901 et seq.**

***Marihuana facility.* An enterprise at a specific location at which a licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., including a marihuana grower, marihuana processor, marihuana provisioning center, marihuana secure transporter, or marihuana safety compliance facility. The term does not include or apply to a “primary caregiver” or “caregiver” as that term is defined in the Michigan Medical Marihuana Act, MCL 333.26421 et seq.**

Master plan. The comprehensive community plan, including graphic and written proposals indicating the general location for streets, parks, schools, public buildings and all physical development of the city, and includes any unit or part of such plan, and any amendment to such plan or parts thereof. Such plan may or may not be adopted by the planning commission and/or the council.

Medical marihuana dispensary (or clinic) means any retail store, store front, office building or other structure or any type of mobile unit or entity that dispenses, facilitates, sells, or provides, in any manner, marihuana or cannabis, any product containing marihuana or cannabis, or medical marihuana paraphernalia as described herein. This definition does not apply to patients or caregivers operating pursuant to [subsection] 38-52(9).

Medical marihuana growing facility means any building, or portion thereof, that allows cultivation, growing, processing or distribution of medical marihuana, excluding the cultivation, growing or processing allowed inside a qualifying patient's primary, legal residence.

Mezzanine. An intermediate floor in any story occupying not to exceed one-third (1/3) of the floor area of such story.

Mobile home (trailer coach). Any vehicle designed, used, or so constructed as to permit its being used as a conveyance upon the public streets or highways and duly licensable as such, and constructed in such a manner as will permit occupancy thereof as a dwelling or sleeping place for one (1) or more persons.

Mobile home park (trailer court). Any plot of ground upon which two (2) or more trailer coaches, occupied for dwelling or sleeping purposes are located.

Motel. A series of attached, semi-detached or detached rental units containing a bedroom, bathroom and closet space. Units shall provide for overnight lodging and are offered to the public for compensation, and shall cater primarily to the public traveling by motor vehicle.

Nonconforming building. A building or portion thereof lawfully existing at the effective date of the ordinance from which this chapter was derived (December 6, 1970), or amendments thereto, and that does not conform to the provisions of the chapter in the district in which it is located.

Nonconforming use. A use which lawfully occupied a building or land at the effective date of the ordinance from which this chapter was derived (December 6, 1970), or amendments thereto, and that does not conform to the use regulations of the district in which it is located.

Nursery, plant materials. A space, building or structure, or combination thereof, for the storage of live trees, shrubs or plants offered for retail sale on the premises including products used for gardening or landscaping. The definition of nursery within the meaning of this chapter does not include any space, building or structure used for the sale of fruits, vegetables or Christmas trees.

Nuisance factors. An offensive, annoying, unpleasant or obnoxious thing or practice, a cause or source of annoyance, especially a continuing or repeating invasion of any physical characteristics of activity or use across a property line which can be perceived by or affects a human being, or the generation of an excessive or concentrated movement of people or things, such as, but not limited to:

- (1) Noise;
- (2) Dust;
- (3) Smoke;
- (4) Odor;
- (5) Glare;
- (6) Fumes;
- (7) Flashes;
- (8) Vibration;
- (9) Shock waves;
- (10) Heat;
- (11) Electronic or atomic radiation;
- (12) Objectionable effluent;
- (13) Noise of congregation of people, particularly at night;
- (14) Passenger traffic;
- (15) Invasion of nonabutting street frontage by traffic.

Off-street parking lot. A facility providing vehicular parking spaces along with adequate drives and aisles, for maneuvering, so as to provide access for entrance and exit for the parking of more than three (3) vehicles.

Open front store. A business establishment so developed that service to the patron may be extended beyond the walls of the structure, not requiring the patron to enter the structure. The term "open front store" shall not include automobile repair stations or automobile service stations.

***Outdoor production.* Growing marihuana in an expanse of open or cleared ground or in a greenhouse, hoop house, or similar non-rigid structure that does not utilize any artificial lighting, including but not limited to electrical lighting sources.**

Parking space. An area of definite length and width, said area shall be exclusive of drives, aisles or entrances giving access thereto, and shall be fully accessible for the parking of permitted vehicles.

Plaza. An open area accessible to the public which is either:

- (1) An open area along the front lot line not less than five (5) feet deep, measured perpendicular to the front lot line; or
- (2) An open area on a through lot, extending from street to street and not less than forty (40) feet wide. Such plaza shall not at any point be more than five (5) feet above the curb level of the nearest adjoining street, and shall be unobstructed from its lowest level up, except for covered pedestrian walks.

Principal use. The main use to which the premises are developed and the principal purpose for which the premises exist.

***Processor.* A licensee that is a commercial entity doing business in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center.**

***Provisioning center.* A licensee that is a commercial entity doing business in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., is not a provisioning center for purposes of this article.**

Public utility. A person, municipal department, board or commission duly authorized to furnish and furnishing under federal, state or city regulations to the public: Gas, steam, electricity, sewage disposal, communication, telegraph, transportation or water.

Room. For the purpose of determining lot area requirements and density in a multi-family district, a room is a living room, dining room or bedroom, equal to at least eighty (80) square feet in area. A room shall not include the area in kitchen, sanitary facilities, utility provisions, corridors, hallways, and storage. Plans presented showing one (1), two (2), or three (3) bedroom units and including a "den," "library" or other extra room shall count such extra room as a bedroom for the purpose of computing density.

***Safety compliance facility.* A licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.**

Secondary thoroughfare. A principal artery within residential or commercial areas that carries relatively high traffic volumes and connects lower ordered streets with major thoroughfares. Its primary function is to promote the free flow of traffic.

Secure transporter. A licensee that is a commercial entity doing business in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

Setback. The distance required to obtain minimum front, side or rear yard open space provisions of this chapter.

Shadow flicker. The moving shadow, created by the sun or other permanent light source shining through the rotating blades of a wind energy system (WES). The amount or degree of shadow flicker is calculated and quantified by computer models.

Sign. Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purposes of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

Small structure-mounted wind energy system (SSWES). A structure-mounted small wind energy system that converts wind energy into electricity by using equipment that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformers, vane, wire, inverter, batteries, or other components ancillary to such use in the system. This structure [is] an accessory building that is permanently affixed to a structure's roof, walls, or other elevated surface. The SSWES does not exceed ten (10) kilowatts or fifteen (15) [feet] in height as measured from the highest point of the roof, excluding chimneys, antennae, and similar protuberances.

Small tower-mounted wind energy system (STWES). A tower-mounted small wind energy system that converts wind energy into electricity by using equipment that includes any base, blade, foundation, generator, nacelle, rotor, tower, transformers, vane, wire, inverter, batteries, or other components ancillary to such use in the system. The STWES is an accessory building that does not exceed fifty (50) kilowatts or one hundred twenty (120) feet.

Small wind energy system (SWES) represent all SSWES and STWES systems.

Smoking lounge shall mean an establishment, which has a state-issued smoking ban exemption certificate, and that allows smoking of tobacco products or non-tobacco products or substances on the premises. The term "smoking lounge" includes, but is not limited to, facilities commonly described as tobacco retail specialty stores, cigar bars and lounges, hookah cafes and lounges, tobacco bars and lounges, tobacco clubs or zero (0) percent nicotine establishments.

Story. That part of a building, except a mezzanine as defined herein, included between the surface of one floor and the surface of the next floor, or if there is no floor above, then the ceiling next above. A story thus defined shall not be counted as a story when more than fifty (50) percent, by cubic content, is below the height level of the adjoining ground.

Story, half. An uppermost story lying under a sloping roof having an area of at least two hundred (200) square feet with a clear height of seven (7) feet six (6) inches. For the purposes of this chapter, the usable floor area is only that area having at least four (4) feet clear height between floor and ceiling.

Street. A public dedicated right-of-way, other than an alley, which affords the principal means of access to abutting property.

Structure. Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground.

Temporary structure. Any structure erected for the purpose of temporarily housing displaced persons or permitting occupancy for construction related functions related to an ongoing construction or building project.

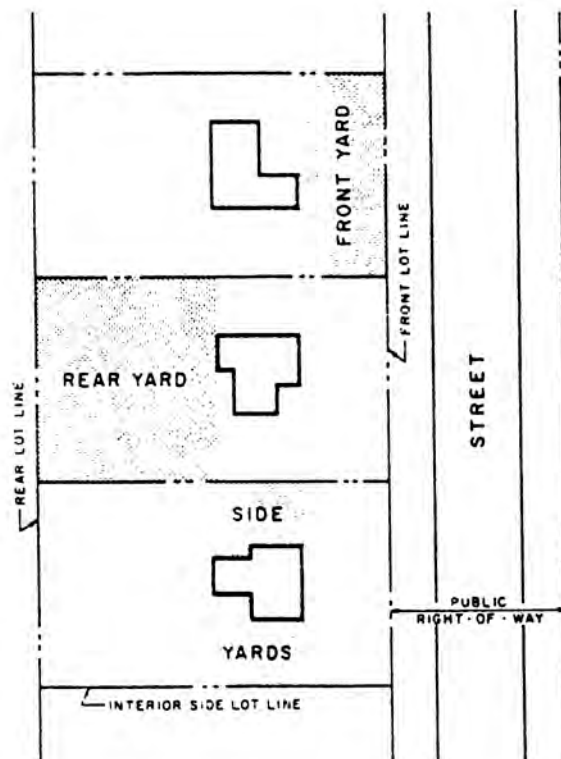
Temporary use. Any use, event, or display of a temporary, seasonal, or portable nature that is customary and incidental to the primary permitted use, providing that such use is not otherwise regulated or permitted by this article or a valid site plan.

Use. The principal purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied.

Wall. A structure of definite height and location to serve as an obscuring screen in carrying out the requirements of this chapter.

Yards. The open spaces on the same lot with a main building unoccupied and unobstructed from the ground upward except as otherwise provided in this chapter (see sections 38-418 and 38-419) and as defined herein:

- (1) *Front yard.* An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the front lot line and the nearest point of the main building.
- (2) *Rear yard.* An open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest point of the main building. In the case of a corner lot, the rear yard may be opposite either street frontage.
- (3) *Side yard.* An open space between the main building and the side lot line, extending from the front yard to the rear, the width of which is the horizontal distance from the nearest point on the side lot line to the nearest point of the main building.



SECTION 3. AMENDMENT 38-197. That Sec. 38-197. Principal uses permitted, of the Owosso City Code be amended to read:

Sec. 38-197. - Principal uses permitted. (B-1, Local Business District)

In a B-1 district, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses unless otherwise provided in this chapter:

- (1) Generally recognized retail businesses which supply commodities on the premises, such as but not limited to, groceries, meats, dairy products, baked goods or other foods, drugs, dry goods, clothing and notions or hardware;
- (2) Personal service establishments which perform services on the premises, such as but not limited to, repair shops (watches, radio, television, shoe, etc.), tailor shops, beauty parlors or barber shops, photographic or interior decorating studios and self-service laundries and drycleaners;
- (3) Office buildings for any of the following occupations: executive, administrative, professional, accounting, writing, clerical, stenographic, drafting and sales;
- (4) Dry cleaning establishments, or pickup stations, dealing directly with the consumer. Central dry cleaning plants serving more than one retail outlet shall be prohibited;
- (5) Business establishments which perform services on the premises, such as but not limited to: banks, loan companies, insurance offices, and real estate offices;
- (6) Professional services including the following: offices of doctors, dentists, osteopaths and similar or allied professions, including clinics;
- (7) Off-street parking;
- (8) Other uses similar to the above uses;
- (9) Accessory structures and uses customarily incident to the above permitted uses;
- (10) Residential structures existing as of January 1, 2012.

(11) A marihuana provisioning center as authorized by the city of Owosso's Medical Marihuana Facilities Licensing - Police Power Ordinance Chapter 16.5.

a. Provisioning centers shall be subject to the following standards:

1. **Hours.** A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 8:00 a.m. and 9:00 p.m.
2. **Indoor Activities.** All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A provisioning center shall not have a walk-up window or drive-thru window service.
3. **Other Activities.** Marihuana and tobacco products shall not be smoked, ingested, or otherwise consumed inside or outside of the building space occupied by the provisioning center.
4. **Nonconforming Uses.** A provisioning center may not locate in a building in which a nonconforming retail use has been established in any district.
5. **Physical Appearance.** The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area, and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area.

6. **Buffer Zones.** A provisioning center may not be located within the distance specified from the uses below as determined by the city of Owosso. Distance shall be measured as stipulated in the Michigan Liquor Control Act as follows: The distance between the school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the school building nearest to the contemplated location and from the part of the contemplated location nearest to the school building.
 - i. A provisioning center may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school.
 - ii. A provisioning center may not be located within 100 feet of a residentially zoned property.
 - iii.
7. **Odor.** As used in this subsection, building means the building, or portion thereof, used for a provisioning center.
 - i. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - ii. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - iii. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 - iv. Negative air pressure shall be maintained inside the building.
 - v. Doors and windows shall remain closed, except for the minimum time length needed to allow people to ingress or egress the building.
 - vi. An alternative odor control system is permitted if the special use applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

SECTION 4. AMENDMENT 38-217. That Sec. 38-217. Principal uses permitted, of the Owosso City Code be amended to read:

Sec. 38-217. - Principal uses permitted. (B-2, Planned Shopping Center District)

In a B-2 district, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses unless otherwise provided in this chapter:

- (1) Any retail business or service establishment permitted in B-1 districts as principal uses permitted;
- (2) All retail business, service establishments or processing uses as follows:

- a. Any retail business whose principal activity is the sale of merchandise in an enclosed building;
 - b. Any service establishment of an office, showroom or workshop nature of a decorator, dressmaker, tailor, baker, painter, upholsterer or an establishment doing radio or home appliance repair, photographic reproduction, and similar service establishments that require a retail adjunct;
 - c. Private clubs, fraternal organizations and lodge halls;
 - d. Restaurants or other places serving food or beverage, except those having the character of a drive-in;
 - e. Theaters, assembly halls, concert halls or similar places of assembly when conducted completely within enclosed buildings;
 - f. Business schools and colleges or private schools operated for profit;
 - ~~g. Medical marihuana dispensary or clinic provided that the medical marihuana dispensary or clinic is operated in full compliance with the Medical Marihuana Act, MCL 333.26421, and no medical marihuana dispensary or clinic shall be located within one thousand (1,000) feet of another dispensary, any park identified and so signed by the city, or any public or private school, college, or university property, nor shall any dispensary be located within five hundred (500) feet of the following uses, as defined and measured by the Michigan Liquor Control Act, MCL 436.15031:~~
 - ~~1. Any house of worship;~~
 - ~~2. Any parcel zoned and used for residential purposes;~~
 - ~~3. Any licensed day care facility;~~
 - ~~4. Any public library.~~
 - g h. Other uses similar to the above uses;
 - h i. Accessory structures and uses customarily incident to the above permitted uses.
 - i j. Smoking lounges shall not be located within one thousand (1,000) feet of another smoking lounge, any park identified and so signed by the city, or any public or private school, college, or university property, nor shall any smoking lounge be located within five hundred (500) feet of the following uses, as defined and measured by the Michigan Liquor Control Act, MCL 436.15031:
 - 1. Any house of worship;
 - 2. Any parcel zoned and used for residential purposes;
 - 3. Any licensed day care facility;
 - 4. Any public library.
- (3) Residential structures existing as of January 1, 2012.
- (4) A marihuana provisioning center as authorized by the city of Owosso's Medical Marihuana Facilities Licensing - Police Power authorizing ordinance.**
- a. Provisioning centers shall be subject to the following standards:**
 - 1. Hours. A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 8:00 a.m. and 9:00 p.m.**
 - 2. Indoor Activities. All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A**

provisioning center shall not have a walk-up window or drive-thru window service.

3. Other Activities. Marihuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by the provisioning center.
4. Nonconforming Uses. A provisioning center may not locate in a building in which a nonconforming retail use has been established in any district.
5. Physical Appearance. The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area, and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area.
6. Buffer Zones. A provisioning center may not be located within the distance specified from the uses below as determined by the city of Owosso. Distance shall be measured as stipulated in the Michigan Liquor Control Act as follows: The distance between the school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the school building nearest to the contemplated location and from the part of the contemplated location nearest to the school building.
 - i. A provisioning center may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school.
 - ii. A provisioning center may not be located within 100 feet of a residentially zoned property.
 - iii.
7. Odor. As used in this subsection, building means the building, or portion thereof, used for a provisioning center.
 - i. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - ii. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - iii. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 - iv. Negative air pressure shall be maintained inside the building.
 - v. Doors and windows shall remain closed, except for the minimum time length needed to allow people to ingress or egress the building.
 - vi. An alternative odor control system is permitted if the special use applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

SECTION 5. AMENDMENT 38-242. That Sec. 38-242. Principal uses permitted, of the Owosso City Code be amended to read:

Sec. 38-242. - Principal uses permitted. (B-3, Central Business District)

In a B-3 district, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses unless otherwise provided in this chapter:

- (1) Any retail business or service establishment permitted in the B-2 district as principal uses permitted;
- (2) Offices and showrooms of plumbers, electricians, decorator or similar trades, in connection with which not more than twenty-five (25) percent of the floor area of the building or part of the building occupied by said establishment is used for making, assembling, remodeling, repairing, altering, finishing or refinishing its product or merchandise, and provided that, the ground floor premises facing upon, and visible from, any abutting street shall be used only for entrances, offices, or display. All storage of materials of any kind shall be within the confines of the building or part thereof occupied by said establishment;
- (3) Newspaper offices and printing plants;
- (4) Storage facilities when incident to and physically connected with any principal use permitted, provided that such facility be within the confines of the building or part thereof occupied by said establishment;
- (5) Hotels;
- (6) Other uses similar to the above uses;
- (7) Accessory structures and uses customarily incident to the above permitted uses;
- (8) Residential structures existing as of January 1, 2012.

(9) A marihuana provisioning center as authorized by the city of Owosso's Medical Marihuana Facilities Licensing - Police Power authorizing ordinance.

a. Provisioning centers shall be subject to the following standards:

1. **Hours.** A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 8:00 a.m. and 9:00 p.m.
2. **Indoor Activities.** All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A provisioning center shall not have a walk-up window or drive-thru window service.
3. **Other Activities.** Marihuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by the provisioning center.
4. **Nonconforming Uses.** A provisioning center may not locate in a building in which a nonconforming retail use has been established in any district.
5. **Physical Appearance.** The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area, and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area.

6. **Buffer Zones.** A provisioning center may not be located within the distance specified from the uses below as determined by the city of Owosso. Distance shall be measured as stipulated in the Michigan Liquor Control Act as follows: The distance between the school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the school building nearest to the contemplated location and from the part of the contemplated location nearest to the school building.
- i. A provisioning center may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school.
 - ii. A provisioning center may not be located within 100 feet of a residentially zoned property.
 - iii.
7. **Odor.** As used in this subsection, building means the building, or portion thereof, used for a provisioning center.
- i. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - ii. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - iii. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 - iv. Negative air pressure shall be maintained inside the building.
 - v. Doors and windows shall remain closed, except for the minimum time length needed to allow people to ingress or egress the building.
 - vi. An alternative odor control system is permitted if the special use applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

SECTION 6. AMENDMENT 38-267. That Sec. 38-267. Principal uses permitted, of the Owosso City Code be amended to read:

Sec. 38-267. - Principal uses permitted. (B-4, General Business District)

In a B-4 district, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses unless otherwise provided in this chapter:

- (1) Any retail business or service establishment permitted in the B-1, B-2 and B-3 districts as principal uses permitted;
- (2) Mortuary establishments subject to the conditions of section 38-173;

- (3) Bowling alley, billiard hall, indoor archery range, indoor tennis courts, or other commercial recreation operation when completely enclosed in a building;
- (4) New and used motor vehicle salesroom, showroom, or office;
- (5) Public utility offices, exchanges, transformer stations and substations, pump stations but not including outdoor storage;
- (6) Establishments of plumbers, heating contractors, decorators and electricians or similar trades;
- (7) Other uses similar to the above uses;
- (8) Accessory structures and uses customarily incident to the above permitted uses;
- (9) Residential structures existing as of January 1, 2012.

(10) A marihuana provisioning center as authorized by the city of Owosso's Medical Marihuana Facilities Licensing - Police Power authorizing ordinance.

a. Provisioning centers shall be subject to the following standards:

- 1. **Hours.** A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 8:00 a.m. and 9:00 p.m.
- 2. **Indoor Activities.** All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A provisioning center shall not have a walk-up window or drive-thru window service.
- 3. **Other Activities.** Marihuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by the provisioning center.
- 4. **Nonconforming Uses.** A provisioning center may not locate in a building in which a nonconforming retail use has been established in any district.
- 5. **Physical Appearance.** The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area, and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area.
- 6. **Buffer Zones.** A provisioning center may not be located within the distance specified from the uses below as determined by the city of Owosso. Distance shall be measured as stipulated in the Michigan Liquor Control Act as follows: The distance between the school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the school building nearest to the contemplated location and from the part of the contemplated location nearest to the school building.
 - i. A provisioning center may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school.
 - ii. A provisioning center may not be located within 100 feet of a residentially zoned property.
 - iii.
- 7. **Odor.** As used in this subsection, building means the building, or portion thereof, used for a provisioning center.

- i. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
- ii. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
- iii. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
- iv. Negative air pressure shall be maintained inside the building.
- v. Doors and windows shall remain closed, except for the minimum time length needed to allow people to ingress or egress the building.
- vi. An alternative odor control system is permitted if the special use applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

SECTION 7. AMENDMENT 38-292. That Sec. 38-292. Principal uses permitted, of the Owosso City Code be amended to read:

Sec. 38-292. - Principal uses permitted. (I-1, Light Industrial District)

In an I-1 district, no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses unless otherwise provided in this chapter and subject further to the review and approval of the site plan by the planning commission in accordance with section 38-390:

- (1) Any use charged with the principal function of basic research, design and pilot or experimental product development when conducted within a completely enclosed building;
- (2) Any of the following uses when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. That portion of the land used for open storage facilities for materials or equipment used in the manufacturing, compounding, or processing shall be totally obscured by a wall on those sides abutting any residential, office or business districts, and on any front yard abutting a public thoroughfare except as otherwise provided in section 38-289. In I-1 districts, the extent of such a wall may be determined by the planning commission on the basis of usage. Such a wall shall not be less than four (4) feet six (6) inches in height and may, depending upon land usage, be required to be eight (8) feet in height, and shall be subject further to the requirements of article XVII, general provisions. A chain link fence, with intense evergreen shrub planting, shall be considered an obscuring wall. The height shall be determined in the same manner as the wall height as above set forth.
 - a. Warehousing and wholesale establishments, and trucking facilities;
 - b. The manufacture, compounding, processing, packaging or treatment of such products such as, but not limited to, bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery, tool, die, gauge and machine shops;
 - c. The manufacture, compounding, assembling, or treatment of articles or merchandise from previously prepared materials: bone, canvas, cellophane, cloth, cork, elastomers, feathers, felt, fibre, fur, glass, hair, horn, leather, paper, plastics, rubber, precious or semi-

- precious metals or stones, sheet metal, shell, textiles, tobacco, wax, wire, wood and yarns;
- d. The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas;
 - e. Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other molded rubber products;
 - f. Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs;
 - g. Laboratories—experimental, film or testing;
 - h. Manufacturing and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like;
 - i. Central dry cleaning plants or laundries provided that such plants shall not deal directly with consumer at retail;
 - j. All public utilities, including buildings, necessary structures, storage yards and other related uses.
- (3) Warehouses, storage and transfer and electric and gas service buildings and yards; public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations; water supply and sewage disposal plants; water and gas tank holders; railroad transfer and storage tracks; railroad rights-of-way; freight terminals;
 - (4) Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies, provided such is enclosed within a building or within an obscuring wall or fence on those sides abutting all residential, office, or business districts, and on any yard abutting a public thoroughfare. In any "I-1" district, the extent of such fence or wall may be determined by the planning commission on the basis of usage. Such fence or wall shall not be less than five (5) feet in height, and may, depending on land usage, be required to be eight (8) feet in height. A chain link type fence, with heavy evergreen shrubbery inside of said fence, shall be considered to be an obscuring fence;
 - (5) Municipal uses such as water treatment plants, and reservoirs, sewage treatment plants, and all other municipal buildings and uses, including outdoor storage;
 - (6) Commercial kennels;
 - (7) Greenhouses;
 - ~~(8) The operation of a medical marihuana growing facility provided that the medical marihuana growing facility is operated in full compliance with the Medical Marihuana Act, MCL 333-26421, and no medical marihuana growing facility shall be located within one thousand (1,000) feet of any other medical marihuana growing facility, any park identified and so signed by the city, or any public or private school, college, or university property, nor shall any medical marihuana growing facility be located within five hundred (500) feet of the following uses, as defined and measured by the Michigan Liquor Control Act, MCL 436.15031:~~
 - ~~a. Any house of worship;~~
 - ~~b. Any parcel zoned and used for residential purposes;~~
 - ~~c. Any licensed day care facility;~~
 - ~~d. Any public library.~~
 - ~~(8)(9)~~ Other uses of a similar and no more objectionable character to the above uses;
 - ~~(9)(10)~~ Accessory buildings and uses customarily incident to any of the above permitted uses;
 - ~~(10)(11)~~ Residential structures existing as of January 1, 2012.

(11) A marihuana provisioning center, grower, processor, safety compliance facility or secure transporter as authorized by the city of Owosso's Medical Marihuana Facilities Licensing - Police Power authorizing ordinance.

- a. Any uses or activities found by the state of Michigan or a court with jurisdiction to be unconstitutional or otherwise not permitted by state law may not be permitted by the city of Owosso. In the event that a court with jurisdiction declares some or all of this article invalid, then the city of Owosso may suspend the acceptance of applications for Medical Marihuana Facilities Licenses pending the resolution of the legal issue in question.
- b. The use or facility must be at all times in compliance with all other applicable laws and ordinances of the city of Owosso and State of Michigan.
- c. The city of Owosso may suspend or revoke a Medical Marihuana Facilities License based on the finding that the provisions of the Medical Marihuana Facilities Licensing Act, all other applicable provisions of this zoning ordinance, the city of Owosso's police power authorizing ordinance, or the approved site plan are not met.
- d. A marihuana facility, or activities associated with the licensed growing, processing, testing, transporting, or sales of marihuana, may not be permitted as a home business or accessory use nor may they include accessory uses except as otherwise provided in this ordinance.
- e. Signage requirements for marihuana facilities, unless otherwise specified, are as provided in Chapter 26 – Signs of the *Owosso Code of Ordinances*.

(12) Marihuana growers and marihuana processors shall be subject to the following standards:

- a. Minimum Yard Depth/Distance from Lot Lines. Minimum yard depth/distance from lot lines shall adhere to measurement requirements as listed in Article XVI. – Schedule of Regulations for each zoning designation as listed.
- b. Indoor Growing and Processing. In the I-1 light industrial district, marihuana growing shall be located entirely within a fully enclosed, secure, indoor facility or greenhouse with rigid walls, a roof, and doors. Marihuana processing shall be located entirely within one or more completely enclosed buildings. Maximum Building Floor Space. The following maximum building floor space shall apply in the I-1 light industrial district:
 1. If only a portion of a building is authorized for use in marihuana growing or processing, a partition wall at least seven feet in height, or a height as required by the applicable building codes, whichever is greater, shall separate the marihuana growing or processing space from the remainder of the building. A partition wall must include a door, capable of being closed and locked, for ingress and egress between the marihuana growing or processing space and the remainder of the building.
- c. Lighting. Lighting shall be regulated as follows:
 1. Light cast by light fixtures inside any building used for marihuana growing or marihuana processing shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.
 2. Outdoor marihuana grow lights shall not be illuminated from 7:00 p.m. to 7:00 a.m. the following day.
- d. Odor. As used in this subsection, building means the building, or portion thereof, used for marihuana growing or marihuana processing.

1. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 2. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 3. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 4. Negative air pressure shall be maintained inside the building.
 5. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
 6. An alternative odor control system is permitted if the applicant submits and the municipality accepts a report by a mechanical engineer licensed in the state of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.
- e. **Security Cameras.** Security cameras must be used and shall be directed to record only the subject property and may not be directed to public rights-of-way as applicable, except as required to comply with licensing requirements of the state of Michigan. Recordings shall be kept for 90 days.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 9. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 10. EFFECTIVE DATE. This amendment shall become effective July 23, 2018.



301 W. MAIN, OWOSSO, MICHIGAN 48867 • (989) 725-0540 • FAX (989) 723-0546

MEDICAL MARIHUANA LICENSE APPLICATION

All required information must be submitted at the time of application.
Attach additional pages when necessary.

	TYPE OF APPLICATION	Non-Refundable Fee	Initial	Renewal
	Provisioning Center (Dispensary)	\$5,000		
	Cultivation Center (Growing/Manufacturing)	\$5,000		
	Transportation	\$5,000		
	Testing	\$5,000		
	Processing	\$5,000		

BUSINESS INFORMATION:

Business Name: _____

Business Address: _____

City: _____

State: _____

Zip: _____

Parcel Number: _____

Zoning: _____

Business Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Square footage to be occupied: _____

Number of Employees: _____

Hours of Operation: _____

APPLICANT INFORMATION: Highest level official or employee of business/cooperative such as Board President, Chief Executive Officer, Executive Director or comparable position.

Applicant Name: _____

Applicant Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Date of Birth: _____

- ☐ **Attachment A** - Provide state or federally issued photo identification
- ☐ **Attachment B** – Provide State issued Provisional Medical Marihuana License

OPERATOR INFORMATION: If different than the applicant, list the individual(s) responsible to day to day operations.

Operator Name: _____

Operator Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Date of Birth: _____

Operator Name: _____

Operator Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Date of Birth: _____

- ☐ **Attachment C** - Provide state or federally issued photo identification
- ☐ **Attachment D** – Provide State issued Provisional Medical Marihuana License

LICENSE INFORMATION:

Has the applicant and/or operator been denied an application for a medical marihuana dispensary growing facility or other related business from any jurisdiction?

☐

YES

☐

NO

If yes state when, where and why:

Has the applicant has a medical dispensary/grow facility license suspended or revoked by any jurisdiction?

☐

YES

☐

NO

If yes state when, where and why:

If yes, what was the next business activity or occupation of the occupant subsequent to such action of suspension or revocation?

PROPERTY OWNER INFORMATION:

Owner Name:

Home Address:

City:

State:

Zip:

Home Phone:

Does the Applicant have legal possession of the premises from the date that this license will be issued by virtue of ownership, lease, or other arrangement?

☐

Ownership

☐

Lease

☐

Other: (explain in detail)

- **Attachment E** – Provide proof of ownership or copy of the lease
- **Attachment F** – If premises are leased, attach written permission from the owner of the premises for the use specified in this application.

FACILITY INFORMATION:

Does the applicant have alarm system in place?

☐

YES

☐

NO

If yes, name of alarm company, contact name and number:

Does the Applicant propose to have retail sales/other merchandise on site?

☐

YES

☐

NO

If yes, what items will be sold?

- **Attachment G** – Evidence of a valid sales tax license for the business if such a license is required by state law.
- **Attachment H** – Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with the minimum limits of \$500,000, listing the City as an additional insured.
- **Attachment I** – Describe storage facilities of all medical marihuana on site.
- **Attachment J** – Describe the security plan for this facility included, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements.
- **Attachment K** – Full Site Plan Review – including area map, drawn to scale, (indicating the proximity of the site to any school. Defined by the State of Michigan definition of a school). Interior floor plan of the permitted premises and the permitted property signed and sealed by a Michigan registered architect, surveyor, or professional engineer.
- **Attachment L** – Cultivation Center applications only: Include proof that an Operator has been legally registered by the Michigan Department of Licensing and Affairs (LARA) in accordance with the Michigan Medical Marihuana Act, as amended.
- **Attachment M** – Application for Sign Permit, if any sign is proposed.
- **Attachment N** – A list of Material Safety Data Sheets for all nutrients, pesticides, and other chemicals proposed for use in the facility
- **Attachment O** – A description and plan of all equipment and methods that will be used to stop any impact to adjacent uses, including enforceable assurances that no odor will be detectable from outside of the Permitted Premises.
- **Attachment P** – A plan for the disposal of Marihuana and related byproducts that will be used at the facility.
- **Attachment Q** – A statement providing information regarding any other MMFL THAT THE Applicant(s) is authorized to operate in any other jurisdiction within the State, or another State, and the Applicant(s) involvement in each Facility.

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the City of Owosso Municipal Code and all Rules and Regulations which govern my Provisioning Centers and Cultivation Centers License Application as well as those of the State of Michigan.

Authorized Signature	Title	Date

STATE OF MICHIGAN)
)ss.
COUNTY OF SHIAWASSEE)

Subscribed and sworn to before me a Notary Public on this _____ day of _____,
20____, by the above named _____, who has appeared before me and
presented photo identification and sworn that they have read the foregoing and says it is true to the
best of his/her knowledge.

_____, Notary Public

Shiawassee County, Michigan

My commission expires: _____

Release of Liability, Indemnification and Waiver

This Application or the granting of a license hereunder is not intended to grant, nor shall it be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with State or Federal law. Also, since Federal law is not affected by the State Act (Michigan Medical Marihuana Act, Initiated Law 1 of 2008), nothing in this license application, the granting of a license hereunder, or any City of Owosso ordinance, policy or rule, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under Federal law. The State Act, this license application or the issuance of a city license does not protect users, caregivers or the owners of properties on which the medical use of marihuana is occurring from Federal Prosecution, or from having their property seized by Federal authorities under the Federal Controlled Substances Act.

Upon issuance and acceptance of a Medical Marihuana License and/or renewal, the undersigned individually and on behalf of _____, as its duly authorized agent, hereby unconditionally and irrevocably waives, discharges, and releases the City of Owosso its agents, employees and officials from any and all claims damages and liability in any way arising out of or related to the licensed premises including, but not limited to, issuance of a license to licensee and any and all acts, omissions damages or injuries to any person or property resulting from any act, omission, condition, occurrence or criminal act occurring upon or in relation to the licensed premises, and to indemnify, defend, and hold harmless the City of Owosso including its agents, employees and officials to the fullest extent permitted by law and equity for any and all claims, damages, injuries or liabilities at law or equity in any way arising out of or related to any acts, omissions, activities, conditions or occurrences or incidents in any way related to the licensed premises.

Additionally, the applicant hereby agrees to not violate any of the laws of the State of Michigan or the ordinances of the City of Owosso in conducting the business in which the license will be used, and that a violation on the premises may be cause for objecting to renewal of the license, or for requesting revocation of the license. As well, the applicant agrees to make the premises open for inspection upon request by the Building Official, the Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises. The applicant agrees to quarterly inspections by the City Official's designee to confirm the dispensary or growing/manufacturing is operating in accordance with applicable laws including, but not limited to, State Law and City Ordinances.

Authorized Signature	Title	Date

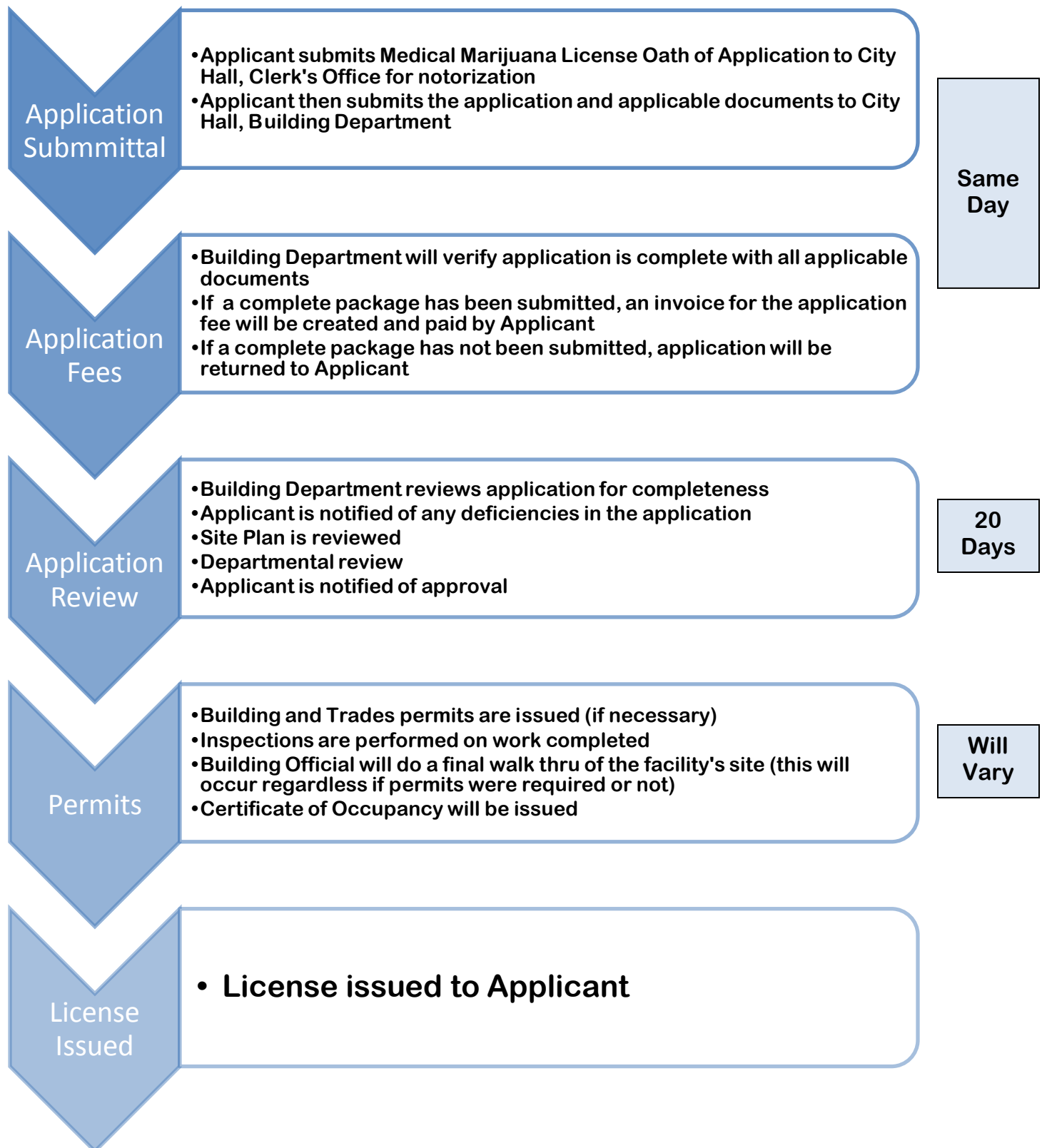
For Department Use Only

City Clerk Application	Date Received:	Complete/Incomplete
Planning/Zoning	Approved/Not Approved	Date:
Comments:		
Building Department Approval	Signed By:	
Comments:		
Police Department Approval:	Signed By:	
Comments:		
Fire Department Approval:	Signed By:	
Comments:		
Treasurer's Approval	Signed By:	
Comments:		
Assessor's Approval	Signed By:	
Comments:		
City Attorney's Approval	Signed By:	
City Clerk:	Final Approval:	Date:



CITY OF OWOSSO

Medical Marihuana License Application Flowchart





CITY OF OWOSSO

Medical Marihuana License Lottery Flowchart

Announcement

- The date, time and place of the public lottery will be announced
- Council will designate by Resolution officials to be present at the public lottery

Purpose and Responsibility

- To ensure fair and random conduct during the drawing of Medical Marihuana Provisioning Licenses
- CPA or designated official to verify the procedure is followed

Items Required

- Lottery drum
- Pre-printed numbered ping pong balls
- White cotton gloves
- Sealed bags

Verification of order

- When the order is received, the ping pong balls will be inspected by the designated official and witnesses to verify the integrity of the order. Gloves will be worn by anyone that is to handle the items. Once the order is verified to be complete, the ping pong balls will be placed in a bag and sealed until the start time of the lottery.

Day of Lottery

- Applicants entering the lottery will pick a number from 1 to how many applicants are in the drawing
- Designated official, while wearing gloves, will open sealed bag and indicate the numbers on the ping-pong balls that are going into the drum. An official will verify the correct number of balls were placed in the drum
- The drum will be circulated for 15 seconds in between drawings
- A public record will be created defining the results of the lottery process



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

MEMORANDUM

DATE: June 20, 2018
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1396

Shelly Ochodnicki, Chair of the Cantu 5k, has requested partial street closures for a 5k race.

LOCATION:

**Mason St. east to Gould St.
north on Gould St to North St.
west on North St. to Ball St.
Ball St. to King St.
east on King St. to Park St.
Race ends at Park and Mason Streets**

DATE:

August 26, 2018

TIME:

8:00 am – 12:00 pm

The Public Safety Department has issued Traffic Control Order No. 1396 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval of the application, waiver of the insurance requirement, and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1396

6/20/18

2:30 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

Mason St. from Park to Gould
Gould St. from Mason to North
North St. from Gould to Ball
Ball St. from North to King
King St. from Ball to Park
Race ends at Park and Mason Streets

EVENT/DATES:

PFC Shane Cantu 5k
August 26, 2018
TIME: 8 am – 12 pm

APPROVED BY COUNCIL

_____, 20____

REMARKS



APPLICATION FOR USE OF
PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: PFC Shame Caratu 5K Date: August 26, 18

Primary Contact Person
Name: Shelly L Ochodnicki

Title: _____

Address: 494 1st St. S.
Owosso, MI 48867

Phone: 989 277-0769

Requested Date(s): Aug 26, 18 Requested Hours: 8am to noon

Area Requested (Parking Lot - Parade Route): Corner of 201 E Mason St.
American Legion Post 57

Detailed description of the use for which the request is made: To Run a 5K

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

City of Owosso, Michigan

Normal

Hybrid

Satellite

N Water St

N Balist

Summit St

Krust Dr

Huntington Dr

E Williams St

U W N C E N



MEMORANDUM

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

DATE: June 28, 2018

TO: Mayor Eveleth and the Owosso City Council

FROM: Josh Adams, DDA/Main Street Executive Director

SUBJECT: Changes to downtown parking lot regulations

As you know a sub-committee was formed and met in 2014 to discuss parking issues in the downtown area. The long-term hope of the committee was to encourage downtown employees to park for free in the newly established 4-hour and 72-hour lots, and allow customers to park on the street and in the 4-hour lots. Before you tonight is the next step in transforming the downtown parking dynamic to better serve the needs of business owners, customers, and the ever-expanding residential base. The plan is to work with the traffic flows the downtown experiences each day; accommodating businesses and customers by day, and residents by night.

Attached please find the proposed revisions to four of the downtown parking lot TCOs, summarized below:

1. Employee Parking Permits have been eliminated except for those with disabilities
2. Signs stating "Permit Parking from 8am-5pm" will be removed from all parking lots
3. Downtown Property owners will get one free residential permit for each unit they own. These permits will allow their residents to parking in any downtown parking lot for as long as they want.
4. Downtown Property owners that want designated parking spaces for their residents (5pm-12am ONLY) must purchase a permit for those locations at \$20 per month per space.

Business owners and building owners have been informed of these changes through our business owners' meetings and Tanya has informed all current permit holders via letter.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE:

TIME:

1168.2

6/18/2018

1:15 PM

REQUESTED BY:

Joshua Adams – Executive Director of Owosso Main Street/DDA

TYPE OF CONTROL:

Parking: See Below

LOCATION OF CONTROL:

Lot #2 – Parking lot at the southeast corner of Ball and Mason Streets

APPROVED BY COUNCIL: _____ 20__

REMARKS:

(Section R28.1127 Uniform Traffic Code)

Lot 2 has 35 spaces:

- a) There shall be a four (4) hour limit for customer parking.
- b) One (1) space designated “Handicap Parking”
 - i. “Handicap Parking Spaces” are clearly marked by signage

(Per Sec. 33-39 of the Code of Ordinances, the 2-hour time limit and the prohibition on parking from 3:00am – 6:00am in the lot named above is overridden by this Traffic Control Order.)

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE:

TIME:

1171.3

6/18/2018

1:25 PM

REQUESTED BY:

Joshua Adams – Executive Director of Owosso Main Street/DDA

TYPE OF CONTROL

Parking: See Below

LOCATION OF CONTROL:

Lot #5 – Parking lot bound by Ball, Exchange, and Water Streets and the businesses in the 200 block of W. Main Street.

APPROVED BY COUNCIL: _____ 20 ____

REMARKS:

(Section R28.1127 Uniform Traffic Code)

Lot 5 has 60 spaces:

- a) There shall be a four (4) hour parking limit.
- b) Four (4) spaces are designated “Handicap Parking”
 - i. “Handicap Parking Spaces” are clearly marked by signage
- c) There shall be no parking in the alley behind the businesses in the 200 block of W. Main Street. This is designated as a “Loading Zone”.
- d) The alley behind the businesses in the 200 block of W. Main Street shall be “One Way” traveling east.
- e) The south drive shall be “One Way” traveling west.
- f) The north drive shall be “One Way” traveling east.

(Per Sec. 33-39 of the Code of Ordinances, the 2-hour time limit and the prohibition on parking from 3:00am – 6:00am in the lot named above is overridden by this Traffic Control Order.)

CITY OF OWOSSO
TRAFFIC CONTROL ORDER
(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE:

TIME:

1172.3

6/18/2018

1:30 PM

REQUESTED BY:

Joshua Adams – Executive Director of Owosso Main Street/DDA

TYPE OF CONTROL:

Parking: See Below

LOCATION OF CONTROL:

Lot #6 – Parking lot on the northwest corner of Park and Exchange Streets

APPROVED BY COUNCIL: _____ 20 ____

REMARKS:

(Section R28.1127 Uniform Traffic Code)

Lot 6 has 47 spaces:

- a) There shall be a four (4) hour parking limit.
- b) Four (4) spaces are designated “Handicap Parking”
 - i. “Handicap Parking Spaces” are clearly marked by signage.

(Per Sec. 33-39 of the Code of Ordinances, the 2-hour time limit and the prohibition on parking from 3:00am – 6:00am in the lot named above is overridden by this Traffic Control Order.)

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE:

TIME:

1173.7

6/18/2018

1:45 PM

REQUESTED BY:

Joshua Adams – Executive Director of Owosso Main Street/DDA

TYPE OF CONTROL

Parking: See Below

LOCATION OF CONTROL:

Lot #7 – Parking lot on the northwest corner of Main and Park Streets

APPROVED BY COUNCIL: _____ 20 _____

REMARKS:

(Section R28.1127 Uniform Traffic Code)

Lot 7 has 24 spaces:

- a) There shall be a four (4) hour parking limit.
- b) One (1) space is designated “Handicap Parking”
 - i. “Handicap Parking Spaces” are clearly marked by signage.
- c) Six (7) parking spaces are designated “Lease Permit Parking Monday-Friday 5pm-12am”
 - i. “Lease Permit Parking” is clearly marked by signage.

(Per Sec. 33-39 of the Code of Ordinances, the 2-hour time limit and the prohibition on parking from 3:00am – 6:00am in the lot named above is overridden by this Traffic Control Order.)



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

DATE: 7.2.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: 116 N WASHINGTON RENTAL REHAB LOAN SUBORDINATION

BACKGROUND:

In March 2016, the City and MSHDA approved a rental-rehab grant for 116 N Washington. That grant is treated as a loan for a period of 5 years in order to leverage compliance from the owner of the property to follow the regulations that go along with such a grant. The grant was placed in subordination to a mortgage from Chemical bank at that time to help fund the project. Now the owner is refinancing that mortgage through MSUFCU and that institution is formally requesting that the City subordinate the grant/loan. This does not change the City's lien position. It is just swapping Chemical for MSUFCU in 'first lien position' on the property.

FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDATION/OPTIONS:

Approve another loan subordination request from MSUFCU for 116 N Washington.

RESOLUTION NO.

**AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT
FOR THE PROPERTY LOCATED AT 116 NORTH WASHINGTON STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Department of Planning and Community Development, J. Harrison Property, LLC, and the Michigan State Housing Development Authority (MSHDA) partnered to complete a rental rehabilitation project at 116 North Washington Street; and

WHEREAS, the rental rehabilitation project included a grant from MSHDA to fund a portion of the project; and

WHEREAS, a five-year mortgage and lien were attached to each property that received funding assistance through said grant; and

WHEREAS, under the grant agreement approved between the City of Owosso and MSHDA the city may consider such five-year mortgages to be secondary and subservient to any other mortgages attached to any rehabilitated properties; and

WHEREAS, in 2016 the City recognized a mortgage from Chemical Bank on said property as the principal lien; and

WHEREAS, J. Harrison Property, LLC now seeks to refinance said mortgage with MSUFCU; and

WHEREAS, MSUFCU requires a first lien status and requests the City of Owosso agree to subordinate its mortgage.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to subordinate its mortgage on the property located at 116 N. Washington Street with J. Harrison Property, LLC to MSU Federal Credit Union to allow refinancing of the original mortgage.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Subordination Agreement.

SUBORDINATION AGREEMENT

The undersigned, **City of Owosso**, hereby subordinates its Rental Rehab Deferred Payment Mortgage dated March 30, 2016 and recorded November 8, 2016 in **Liber: 1228 Page: 0074, Shiawassee County Register of Deeds** from

James Woodworth/J. Harrison Property, L.L.C. (Borrower)

to **Michigan State University Federal Credit Union** (Lender), its successors and/or assigns, as their interest may appear; to a mortgage dated_____ held by **Michigan State University Federal Credit Union**, recorded on _____, document _____, in the office of the Shiawassee County Register of Deeds

Property covered under this subordination is described as follows:

The land referred to is located in the City of Owosso, County of Shiawassee, State of Michigan, and described as follows:

The North 21 feet and 8 inches of Lot 4 of Block 21 of the Map of Owosso, City of Owosso, Shiawassee County, Michigan, as recorded in Liber B of Deeds, Page 411, Shiawassee County Records, Together with any and all other easements, privileges, reservations, rights and interests in Lots 3 and 4 of said Block 21 at any time owned or possessed by Martin C. Dawes, individually and also those with Emma F. Dawes, his wife, and those of Eleanor Jean Greenway, also known as E. Jean Greenway, individually and as Trustee of the E. Jean Greenway Revocable Trust dated March 12, 1981, arising out of the grants recorded in Liber 38 at Page 343, Liber 42 at Page 587, Liber 67 at Page 9 and Liber 67 at Page 411 and Liber 92 at Page 33 of Deeds and Liber "F" of Miscellaneous at Page 370, in the Office of the Register of Deeds in Shiawassee County, Michigan and otherwise arising, including all rights gained by and to the use and maintenance of an outside stairway to the second floor of the building on the land first above described, said stairway being located on the South 20 feet of said Lot 3.

Commonly known as: **116 N. Washington St., Owosso, MI 48867**
Tax Parcel #: **050-470-021-007-00**

CITY OF OWOSSO:

BY: _____
Nathaniel R. Henne
ITS: City Manager

ATTEST:

BY: _____
Amy K. Kirkland
ITS: Clerk

STATE OF MICHIGAN)
COUNTY OF SHIAWASSEE) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Christopher T. Eveleth, Mayor, of the City of Owosso, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, State of Michigan

STATE OF MICHIGAN)
COUNTY OF SHIAWASSEE) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Amy K. Kirkland, Clerk, of the City of Owosso, a Michigan municipal corporation, on behalf of the corporation.

Notary Public, State of Michigan

Prepared by: Jordan McGee
Michigan State University Federal Credit Union

3777 West Road
East Lansing, MI 48823

When recorded return to:
Michigan State University Federal Credit Union
Attn: Business Services
3777 West Road
East Lansing, MI 48823



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

DATE: 7.2.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: ROMA'S BACKDOOR SIGN LEASE – CORNER OF MAIN AND HICKORY

BACKGROUND:

In 2005, Roma's entered into a 15 year lease agreement with the City of Owosso for the Comstock Center sign at the corner of Main and Hickory. The sign was constructed by the City on an easement that the City held after the construction of the Comstock Inn. That lease expired earlier this year.

FISCAL IMPACT:

The term of the lease is \$2,800 over 15 years at 3% interest. That comes to \$234.55 per year with \$718.20 in total interest collected on the lease. Total revenue is \$3,518.20. An amortization schedule is attached. These are the same terms as the previous lease agreement.

RECOMMENDATION/OPTIONS:

Approve another 15-year lease for Roma's sign to be placed on the City's sign easement for \$2,800 for 15 years at 3% interest.

RESOLUTION NO.

**AUTHORIZING RENEWAL OF LEASE WITH ROMA'S BACK DOOR
FOR CITY-OWNED SIGNAGE ON MAIN STREET AT HICKORY STREET**

WHEREAS, the City possesses signage on an easement at the corner of Main Street and Hickory Street;
and

WHEREAS, D.J. Enterprises, Inc. d/b/a Roma's Back Door seeks to renew a fifteen (15) year sign lease
with the City for use of said signage.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the
public interest to renew the fifteen (15) year lease agreement with D.J. Enterprises, Inc.
d/b/a Roma's Backdoor for use of City-owned signage located at the corner of Main
Street and Hickory Street.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document
substantially in the form attached Comstock Center Sign Lease between the City of
Owosso, Michigan and Roma's Backdoor in the amount of \$2,800 paid upon execution of
the agreement or annually over fifteen (15) years at three percent interest.

COMSTOCK CENTER SIGN LEASE

This Sign Lease is entered into the ____ day of _____, 20____ between the City of Owosso, A Michigan municipal corporation, of 301 W Main Street, Owosso, Michigan 48867 ("Lessor") and D.J. ENTERPRISES, INC. – DBA ROMAS BACK DOOR of 200 E COMSTOCK, OWOSSO, MI 48867 ("Lessee").

WHEREAS, Lessor intends to construct a sign ("the sign") at the southwest corner of E. Main Street and S. Hickory Street in the City of Owosso for the purpose of displaying the identities of the occupants of the Comstock Center; and

WHEREAS, Lessor possesses a permanent sign easement on the property at 300 E Main Street more commonly known as the Comstock Inn; and

WHEREAS, the sign will have locations for individual banners intended to announce the businesses in the Comstock Center; and

WHEREAS, Lessee owns and/or occupies a business in the Comstock Center known as ROMAS BACK DOOR, and wishes to lease a space for a banner on said sign.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Lessor hereby leases to Lessee a space for a banner on the sign pursuant to the terms and conditions of this Lease.
2. The term of this Lease shall be fifteen (15) years from the date of this Sign Lease and so long as Lessee occupies its premises in the Comstock Center during the fifteen (15) years. If Lessee moves or abandons its business at the Comstock Center during the fifteen (15) years, this Lease shall terminate without compensation to Lessee.
3. The Lessee shall pay as rent to the Lessor the sum of \$2,800.00 due upon execution of this Sign Lease. Yearly payments, in lieu of a lump sum payment, may be made by Lessee to Lessor based on the principle amount of \$2,800.00 amortized over a fifteen-year term at 3% interest. Yearly payment amount, including interest, shall be \$234.55 if this option is chosen. See Loan Amortization Schedule. The first payment shall be scheduled thirty days after the execution of this Sign Lease. The remaining payments shall be made on the anniversary date of this agreement. If Lessee fails to make any payment when due, Lessor may terminate this lease upon 30 days notice.
4. If in Lessor's opinion, the Comstock Inn demonstrates significant harm by the presence of this sign on their site, Lessor may terminate this Lease early by giving Lessee forty-five (45) days written notice of termination. If Lessor so terminates, it shall reimburse Lessee in an amount equal to the percentage of the remaining term of this lease as applied to the total rent paid pursuant to paragraph 3.
5. Lessee may terminate this Lease early by giving the Lessor thirty (30) days prior written notice of termination. In such case, Lessee shall abandon all interest in this Lease without compensation.

6. During the term of this Lease, Lessor shall be responsible for all operational costs of the sign including electricity. Lessor shall also be responsible for all maintenance of the sign except for maintenance, installation, and replacement of Lessee's banner.
7. Lessee may replace its banner at will and at its own expense. However, Lessor shall have the right to approve the design, color, pattern, and message of the original and any replacement banner and Lessee shall be required to pull necessary sign permits for such work. Such approval shall not unreasonably be withheld. Lessor may order Lessee to remove a deteriorated or damaged banner. Such order shall be in writing and give Lessee not less the forty-eight (48) hours notice. If Lessee fails to remove a deteriorated or damaged banner within forty-eight (48) hours, Lessor may remove the banner. After removal of the banner, Lessee shall replace the banner within 45 days of removal.
8. If Lessee does not have a banner on the sign for more than sixty (60) days, it shall be deemed that Lessee shall have abandoned this lease unless the parties otherwise agree in writing. If it is determined that Lessee abandoned this Lease, there shall be no compensation due Lessee.
9. If the sign is ordered to be removed by a Court or other entity, or the sign is taken by a governmental entity other than Lessor, Lessee shall not be compensated by Lessor for such occurrence. Nothing herein shall bar Lessee from recovering from third party in such circumstance.
10. The Lease may only be amended or assigned by written consent of both parties. The term of this Lease may be renewed only by mutual consent. However, if the Lease is renewed, Lessor retains the right to determine whether the sign requires upgrading and assess Lessees proportionally for such costs.
11. This Lease shall be governed by the laws of the State of Michigan.
12. The individuals signing this Lease warrant and represent that they have authority to bind their respective parties.

IN WITNESS WHEREOF the parties have executed this Sign Lease as of the date first written above.

For the LESSEE:

D.J. ENTERPRISES, INC.
D/B/A ROMA'S BACK DOOR

By:
Its:

By:
Its:

For the LESSOR:

CITY OF OWOSSO

Christopher T. Eveleth
Mayor

Amy K. Kirkland
City Clerk

Loan Amortization Schedule

Enter values	
Loan amount	\$ 2,800.00
Annual interest rate	3.00 %
Loan period in years	15
Number of payments per year	1
Start date of loan	7/1/2018
Optional extra payments	

Loan summary	
Scheduled payment	\$ 234.55
Scheduled number of payments	15
Actual number of payments	15
Total early payments	\$ -
Total interest	\$ 718.20

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	7/1/2019	\$ 2,800.00	\$ 234.55	\$ -	\$ 234.55	\$ 150.55	\$ 84.00	\$ 2,649.45	\$ 84.00
2	7/1/2020	\$ 2,649.45	\$ 234.55	\$ -	\$ 234.55	\$ 155.06	\$ 79.48	\$ 2,494.39	\$ 163.48
3	7/1/2021	\$ 2,494.39	\$ 234.55	\$ -	\$ 234.55	\$ 159.71	\$ 74.83	\$ 2,334.68	\$ 238.32
4	7/1/2022	\$ 2,334.68	\$ 234.55	\$ -	\$ 234.55	\$ 164.51	\$ 70.04	\$ 2,170.17	\$ 308.36
5	7/1/2023	\$ 2,170.17	\$ 234.55	\$ -	\$ 234.55	\$ 169.44	\$ 65.11	\$ 2,000.73	\$ 373.46
6	7/1/2024	\$ 2,000.73	\$ 234.55	\$ -	\$ 234.55	\$ 174.52	\$ 60.02	\$ 1,826.20	\$ 433.48
7	7/1/2025	\$ 1,826.20	\$ 234.55	\$ -	\$ 234.55	\$ 179.76	\$ 54.79	\$ 1,646.44	\$ 488.27
8	7/1/2026	\$ 1,646.44	\$ 234.55	\$ -	\$ 234.55	\$ 185.15	\$ 49.39	\$ 1,461.29	\$ 537.66
9	7/1/2027	\$ 1,461.29	\$ 234.55	\$ -	\$ 234.55	\$ 190.71	\$ 43.84	\$ 1,270.58	\$ 581.50
10	7/1/2028	\$ 1,270.58	\$ 234.55	\$ -	\$ 234.55	\$ 196.43	\$ 38.12	\$ 1,074.15	\$ 619.62
11	7/1/2029	\$ 1,074.15	\$ 234.55	\$ -	\$ 234.55	\$ 202.32	\$ 32.22	\$ 871.83	\$ 651.84
12	7/1/2030	\$ 871.83	\$ 234.55	\$ -	\$ 234.55	\$ 208.39	\$ 26.15	\$ 663.44	\$ 678.00
13	7/1/2031	\$ 663.44	\$ 234.55	\$ -	\$ 234.55	\$ 214.64	\$ 19.90	\$ 448.80	\$ 697.90
14	7/1/2032	\$ 448.80	\$ 234.55	\$ -	\$ 234.55	\$ 221.08	\$ 13.46	\$ 227.71	\$ 711.36
15	7/1/2033	\$ 227.71	\$ 234.55	\$ -	\$ 227.71	\$ 220.88	\$ 6.83	\$ -	\$ 718.20

OWOSSO





OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: June 14, 2018

TO: City Council

FROM: Kevin Lenkart
Public Safety Chief

RE: Intergovernmental Agreement with Owosso Public Schools

In 2013, City Council approved a five-year contract with Owosso Public Schools to provide two school resource officers to Owosso Schools. The two officers are rotated through all of Owosso Schools and provide a bridge between the school district and the Owosso Police Department. Both Owosso Schools and the City of Owosso would like to continue the partnership of providing school resource officers to the school and community.

School resource officers provide a variety of roles within the Owosso School District. This includes the investigation of criminal matters within the school district, providing a law enforcement presence within Owosso public schools in order to facilitate positive interaction between students and police officers. The daily presence of the officers provides an opportunity for them to better understand problems affecting the youth in our community.

Recommendation: The City of Owosso requests approval of five-year contract with Owosso Public Schools.

RESOLUTION NO.

**APPROVING INTERGOVERNMENTAL AGREEMENT
WITH THE OWOSSO PUBLIC SCHOOL DISTRICT
FOR THE PROVISION OF POLICE OFFICERS
TO SERVE AS SCHOOL RESOURCE OFFICERS**

WHEREAS, Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967, et. seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action, Section 3.1 General Powers, subsection B, of the *City Charter of the City of Owosso* authorizes the City to enter into intergovernmental agreements with various public agencies, including school districts, and Section 11a(4) of the Revised School Code, MCL 380.11a(4) authorizes general powers school districts to enter into agreements and cooperative arrangements with other entities, public or private, as part of performing its functions; and

WHEREAS, this Agreement will enhance the public safety of the City of Owosso and the Owosso Public School District through the provision of police officers to serve as School Resource Officers.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Owosso as follows:

The City Council hereby authorizes and directs the Mayor and City Clerk to execute, on behalf of the City, an intergovernmental agreement between the City and the Owosso Public School District, for the provision of police officers to serve as School Resource Officers.

INTERGOVERNMENTAL AGREEMENT

This Agreement is made, entered into and effective this day of July 3, 2018 (the "Effective Date"), by and between the City of Owosso, a municipal corporation of the State of Michigan ("City"), and the Owosso Public School District ("School District").

RECITALS

Whereas, the City is authorized to enter into this Agreement pursuant to the Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967 and Section 3.1 General Powers, subsection B of the *City Charter of the City of Owosso*; and

Whereas, the School District is authorized to enter into this Agreement pursuant to Section 11a(4) of the Revised School Code, MCL 380.11a(4); and

Whereas, the City and the School District desire to enter into this Agreement for the purpose of establishing the position of School Resource Officer within certain complexes of the School District, for the mutual benefit of the parties and to increase public safety within the schools and the community as a whole. The goal of both parties is to increase public safety within the schools and the community as a whole.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS:

1. The foregoing recitals are incorporated in this Agreement by this reference.
2. The City shall act through its Public Safety Department in the performance of this Agreement. In performing the services hereunder, the City shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including, but not limited to policies of School District's Board of Education and laws relating to the confidentiality of student information (e.g., FERPA, IDEA). It shall be the duty of the School District to provide all School Resource Officers with copies of current School District policies.
3. Pursuant and subject to the terms of this Agreement, the City shall provide two qualified Owosso Police Officers to serve as School Resource Officers at schools located within the School District. The scope of services and exact school assignments shall be determined by mutual agreement between the City and the School District.
4. The City, in consultation with the Owosso Public Schools, shall determine the selection and placement process of all School Resource Officers. The City shall be solely responsible for selecting the personnel to serve as School Resource Officers. The City shall evaluate the performance of each School Resource Officer at least annually, and the School District shall reasonably cooperate in such evaluation. The comments of the School District as to performance shall be advisory and the City retains the final authority as to personnel decisions.
5. The School District, in consultation with the City, shall establish a system that coordinates and schedules the School Resource Officers' work in such a manner as to accomplish the goals of this Agreement.
6. The City, in consultation with the School District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource Officer job responsibilities, and shall incorporate a schedule whereby the School District and the City can collaborate on all related issues. Both Parties shall approve the work plan and meeting schedule.

7. The City shall supervise the work of the School Resource Officers and provide the transportation and equipment necessary to accomplish all assignments.
8. The School District, in consultation with the City, shall provide assistance in the development and implementation of teaching materials, and shall provide other related functions as may be appropriate to carry out the goals of this Agreement.
9. To the extent possible, the School Resource Officers shall be made available to the School District for the ten (10) month period covering the normal school instructional year. During that period, to the extent possible, the School Resource Officers' work efforts shall be devoted fully to accomplishing the goals set forth in this Agreement.
10. To the extent reasonably possible, mandatory Public Safety department training for the School Resource Officers will be conducted at times that do not conflict with normal school schedules. When training schedules conflict with school schedules, any School Resource Officer may be absent from his/her duties at the School District for the duration of the training. Such absences shall not be deemed a breach of this Agreement on the part of the City, nor shall such absences relieve the School District of any of its obligations under this Agreement.
11. In case of a police emergency, the City may call any School Resource Officer away from his/her duties at the School District for the duration of such emergency. Such emergency use of the School Resource Officers' time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve the School District of any of its obligations under this Agreement.
12. For the contract year of FY 2018/19, the School District shall pay the City \$20.25 per hour for each School Resource Officer.

For each subsequent year thereafter, the cost will be adjusted to take into consideration the City's changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of September 1 of each year and the City shall provide preliminary cost data to the School District prior to August 1 of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions.

13. The School District shall pay the City on or about the following dates:

December 15
March 15
June 15

Checks will be made payable to:

City of Owosso
Re: School Resource Officer

Send payments to:

City Treasurer
City of Owosso
301 W. Main Street
Owosso, MI 48867

14. At all times during the performance of this Agreement, the police officers who serve as School Resource Officers shall remain employees of the City of Owosso and shall be eligible for all benefits to which part-time employees are entitled at the City. School Resource Officers shall not be entitled to any benefits offered to School District employees.

15. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees.
16. This Agreement shall be effective upon approval by the governing bodies of the Parties and execution of the Agreement.
17. The term of this Agreement shall be for a period of five years and commence on the Effective Date and shall expire on June 30, 2023, unless sooner terminated in accordance with the terms of this Agreement or as provided by law. In the event that the School District's State funding source for the School Resource Officer(s) is eliminated or impaired in such a way to preclude utilizing said funds for the School Resource Officer(s), notice will be given of the termination or need to revise the contract to the City of Owosso. A minimum of sixty (60) days notice shall be given if such an event occurs.
18. The City and the School District shall review this Agreement annually, and, upon written approval by both Parties, may amend it as appropriate under the circumstances.
19. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.
20. Property acquired solely for purposes of this Agreement shall be disposed of upon termination or completion as follows:
 - a. Materials, supplies and equipment will be primarily the responsibility of the City, and all materials, supplies, or equipment purchased by the City for the development and implementation of this program shall remain the sole property of the City.
 - b. Any incidental materials, supplies, or equipment purchased or provided by the School District for the development and implementation of this program shall remain the sole property of the School District.
21. The City shall be responsible for any damages or injuries caused by its performance of services under this Agreement. Notwithstanding the foregoing, the City and School District retain all of their respective rights to governmental immunity whether it be created by common law or statute and the Agreement will not be interpreted as waiving any of those rights. The School District shall be responsible for any damages or injuries caused by its performance of duties under this agreement.
22. The Contract Administrator for the City shall be Public Safety Director Kevin Lenkart, or his designee or successor. The Contract Administrator for the District shall be Superintendent Andrea Tuttle, or her designee or successor.
23. Pursuant to the requirements of Section 1230 and 1230a of the Revised School Code, the School District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the City to regularly and continuously work as a School Resource Officer in any of School District's facilities or at program sites where the School District delivers educational programs and services. The City agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in School District's facilities or program sites (as defined above) if such person has been convicted of any of the following offenses: (a) any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; (b) any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b (for positions requiring State Board of Education approval or teacher certification); (c) any offense of a substantially similar enactment of the United States or another State; (d) any felony. Provided that with prior written approval of the Superintendent of School District and of its Board of Education an individual regularly and

continuously providing services under this Agreement at School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of School District, such individual's presence will not pose a danger to the safety or security of School District students or employees; or (e) any offense that would, in the judgment of School District, create a potential risk to the safety and security of students served by School District or employees of School District.

School District reserves the right to refuse City's assignment of any individual, agent or employee of City to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in School District's judgment, unfitness to perform services under this Agreement.

24. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
25. This Agreement contains the entire understanding of the parties as to its subject matter. There are no oral agreements not stated herein. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of_____.

For the School District:

For the City:

OWOSSO PUBLIC SCHOOLS

CITY OF OWOSSO

By:
Its:

Christopher T. Eveleth
Mayor

By:
Its:

Amy K. Kirkland
City Clerk



MEMORANDUM

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

DATE: July 2, 2018

TO: City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Change Order No. 1; 2018 Street Resurfacing Program-Contract No. 2

RECOMMENDATION:

Approval of Change Order No. 1 to the contract agreement between the city of Owosso and Joe Raica Excavating, Inc. for the 2018 Street Resurfacing Program-Contract No. 2, in the amount of (\$122,715.00), a net decrease to the original contract.

BACKGROUND:

On June 4, 2018, City Council approved the Contract to Joe Raica Excavating, Inc. in the amount of \$836,385.30 for the 2018 Street Resurfacing Program-Contract No. 2. Since then, city staff has been evaluated its current budget and reprioritized its needs. Transmitted herewith is Change Order #1 in the amount of (\$122, 715.00), a net decrease, that when approved will revise the total contract price to \$713,670.30. Staff has determined that the water fund budget cannot support replacement of the water main where street construction is scheduled on Stewart Street from Cedar Street to Shiawassee Street. The existing water main has no break history on record, and is considered in good condition at this time. Additionally, there is sufficient funding available in the interim to replace leaded or galvanized water services, and that portion of work will continue as scheduled. Further, it is expected that a significant portion of the service line replacement will be reimbursed from the State of Michigan Infrastructure Grant. Staff finds the prices reasonable and recommends approving Change Order No. 1.

FISCAL IMPACTS:

Expenses for Change Order No. 1 for the 2018 Street Resurfacing Program-Contract No. 2 shall be paid for from the Water Fund Account Fund Account No. 591-901-972.000 (\$122,715.00).

Document originated by: Glenn Chinavare, Director of Public Services & Utilities

attachments: (1) Resolution
(2) Proposed Change Order No. 1 for Joe Raica Excavating, Inc.
(3) Quote from Joe Raica Excavating, Inc.

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
JOE RAICA EXCAVATING, INC.
FOR 2018 STREET RESURFACING PROGRAM-CONTRACT NO. 2**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Joe Raica Excavating, Inc. on June 4, 2018 for resurfacing various streets of the 2018 Street Resurfacing Program-Contract No. 2; and

WHEREAS, the City has requested changes in work from Joe Raica Excavating, Inc. with regards to its water main construction along W. Stewart Street; and

WHEREAS, Joe Raica Excavating, Inc. agrees to perform the changed water main work with pricing as set forth in Change Order No.1.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to amend the 2018 Street Resurfacing Program Contract No. 2 with Joe Raica Excavating, Inc. for changes to the work contracted as described within Change Order No. 1.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit B, Contract Change Order No. 1 in the amount of (\$122,716.00), a net decrease to the Contract for Services between the City of Owosso and Joe Raica Excavating, Inc. revising the total contract amount from \$836,385.30 to \$713,670.30.
- THIRD: The accounts payable department is authorized to pay Joe Raica Excavating, Inc. for work satisfactorily completed up to the revised amount of the Contract including Change Order No.1 in the amount of \$713,670.30 plus contingency funds for field adjustments by city staff in the amount not exceeding \$50,000.00.
- FOURTH: The above expenses shall be paid from the City's Water Fund Account No. 591-901-972.000 (\$122,716.00).

CHANGE ORDER

No. 1

OWNER: City of Owosso
CONTRACTOR: Joe Raica Excavation, Inc.
Contract: City of Owosso 2018 Street Program – Contract 2
OWNER's P.O. No. 42507 ENGINEER's Project No. 832190
ENGINEER: Fleis & VandenBrink

The Contract is modified as follows upon execution of this Change Order:

Description:

Water Main:

Remove Pay Items 100 through 139 from the Contract:

Removed Items 100 through 139 Total Bid Water Main.....(\$286,085.00)

Add the following pay items to the Contract:

<u>Item No.</u>	<u>Item of Work</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
140	Mobilization, Max 5% (water)	1	LSum	\$3,000.00	\$3,000.00
141	New Water Service, Open Cut	35	Ea	\$2,150.00	\$75,250.00
142	Supply & Install Meter Pit, Complete	12	Ea	\$500.00	\$6,000.00
143	Water Meter Pit, Rem	12	Ea	\$200.00	\$2,400.00
144	Curb and Gutter, Rem	1080	Ft	\$8.00	\$8,640.00
145	Sidewalk, Rem	200	Syd	\$9.00	\$1,800.00
146	Curb and Gutter, Det F4, Modified	1080	Ft	\$28.50	\$30,780.00
147	Sidewalk, Conc, 4 inch	2200	Sft	\$6.50	\$14,300.00
148	Turf Establishment, Performance	1200	Syd	\$6.00	\$7,200.00
149	Exploratory Digging & Backfill for Mat. ID	35	Ea	\$400.00	\$14,000.00

Additional Items 140 through 149 Total Water Main.....,\$163,370.00

Total Change Amount: (\$122,715.00)

Attachments: Joe Raica Excavating Quote dated June 14, 2018.

Continued Next Page

Joe Raica Excavating, Inc

3640 Nicholson Rd
Fowlerville, Mi 48836
joeraicaexc@hotmail.com

Phone 517-521-4508
Fax 517-521-4393

Quote

June 14, 2018
Owosso 2018 Streets Contract 2- Stewart St

140- Mobilization	\$3,000/LS
141/142- New Water Service, All open cut. <i>More sand for back fill & dirt removal</i> <i>Band clamp for taps</i>	\$2,150/EA
143- Supply & install meter pit, complete	\$500/EA
144- Water meter pit, rem	\$200/EA
145- Curb & gutter, rem <i>More cuts in curb and more spot locations</i>	\$8.00/LF
146- Sidewalk, rem <i>Smaller areas more cuts</i>	\$9.00/SY
147-Curb & gutter, Det F4 modified <i>Smaller areas more hand work</i>	\$28.50/LF
148- Sidewalk, Conc 4 inch <i>Smaller areas more cuts</i>	\$6.50/Sqft
149-Turf Establishment, performance <i>Smaller Areas</i>	\$6.00/Sqyd
150-Expolatory Digging & Backfill for water service	\$400/EA

JRE is NOT responiabile for existing cast iron water main breaks
Water main will have to be completely shut off to do service change overs

Respectfully,

Jennifer Raica
Joe Raica Excavating, Inc



DATE: 7.2.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: RECREATION SERVICE AGREEMENT

BACKGROUND:

Hit and Pitch organizes baseball tournaments 6 times per year in the summer for about 85 teams per tournament. These tournaments take place at Rudy Demuth Field and Bennet Field. This can put a strain on the City's ability to maintain the fields and provide trash service – not to mention it commits the fields to the tournaments whereby they cannot be used by other members of the public. Hit and Pitch has an existing agreement with the Owosso Public School System for use of the High School fields at \$25/ team per tournament.

The City and the owner of Hit and Pitch have negotiated a \$15/team per tournament fee for use of Demuth and Bennet fields 6 times per year between April 1 and September 30. This agreement takes effect immediately with retroactive payment for a June 22-24, 2018 tournament.

It is the City's intent to negotiate a similar agreement for next year since the tournaments have been going on for 3 years already.

FISCAL IMPACT:

Since a few tournaments have already been played, Hit and Pitch will only pay for 3 tournaments this year. If a new agreement is signed next year, they will pay for all 6.

2018 Revenue:	\$3,825
Potential 2019 Revenue:	\$7,650

RECOMMENDATION/OPTIONS:

Approve Hit and Pitch Recreation Service Agreement as presented.

RESOLUTION NO.

**AUTHORIZING RECREATION SERVICE AGREEMENT
WITH IHM ENTERPRISES, LLC
FOR USE OF BENNETT FIELD AND RUDY DEMUTH FIELD**

WHEREAS, Ihm Enterprises, LLC wishes to conduct baseball and softball tournaments in the City of Owosso; and

WHEREAS, the City of Owosso owns facilities appropriate for said tournaments in Rudy Demuth Field and Bennet Field; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, and Ihm Enterprises, LLC wish to enter into a Recreation Service Agreement for use of the fields to fix the rights and obligations said parties; and

WHEREAS, the City of Owosso has drafted a Recreation Service Agreement with Ihm Enterprises, LLC for use of Rudy Demuth Field and Bennet Field for 6 baseball and softball tournaments between April 1 and September 30, 2018 at a cost of fifteen dollars per team for each tournament.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to enter into a Recreation Services Agreement with Ihm Enterprises, LLC for use of Bennett Field and Rudy DeMuth Field for baseball and softball tournaments.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached, Recreation Services Agreement between the City of Owosso, Michigan and Ihm Enterprises, LLC for the fees and stipulations heretofore identified.

RECREATION SERVICE AGREEMENT

This Recreation Service Agreement is made the ____ day of _____, 20____, between the city of Owosso, a Michigan municipal corporation ("Lessor") and Ihm Enterprises, LLC ("Lessee"), 739 North Hintz Road, Owosso, Michigan 48867, a for-profit organization which conducts baseball/softball tournaments. This agreement shall run until December 31, 2018.

1. This agreement allows the Lessee to use the property commonly known as Rudy DeMuth Field for baseball tournaments and Bennett Field for softball tournaments. Lessee shall provide a schedule of tournaments for the 2018 season to Lessor within one week of signing this agreement.
2. This agreement grants the Lessee use of the property from April 1 through the September 30. Lessee's use of these fields is subordinate to the Owosso Youth Baseball organization and to the Owosso Girls Softball League, LLC. Lessee must schedule tournaments so that such use does not conflict with either of these organization's activities.
3. Lessee agrees to defend, indemnify and hold Lessor harmless from any claim, loss, expense or damage to any person or property in or upon the said premises or any area allocated to the Lessee, arising out of the Lessee's use or occupancy of said premises, or any act or neglect of Lessee or its servants, employees or agents, or any change, alteration or improvement in the premises made by the Lessee.
4. Lessee agrees to pay Lessor fifteen dollars (\$15) per team per tournament for the current year. Lessee shall provide Lessor with a roster of teams within five business days of the conclusion of each tournament so an invoice can be created and sent to Lessee.
5. Lessee shall be responsible for all minor maintenance responsibilities associated with use of the facilities for said tournaments including: (a) trash collection; (b) maintaining infields; and (c) keeping all fields free of debris. Maintenance shall be performed by the Monday immediately following a scheduled tournament. Coordinated use of the dumpster at Rudy DeMuth Field is acceptable as long as contract holder agrees.
6. Lessee agrees to reimburse Lessor for any damage to Rudy DeMuth Field or Bennett Field, which arises out of actions on the part of league participants which are reckless, careless, or which otherwise are intended to damage the baseball fields and associated facilities.
7. Lessee shall not make permanent improvements or construct or install any structures on the premises without prior written approval of the Lessor. In the event such permanent improvements or structures shall be installed, they shall become part of the premises and remain thereon at the termination of the agreement.
8. Lessee shall not assign this agreement.
9. Lessee shall maintain, at its expense, insurance on the premises throughout the term of this agreement with the Lessor as an additional insured. See Exhibit A.
10. Lessee will send safety issues/concerns that arise by email to the public works department for the city.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

For the Lessee:

For the Lessor:

By: Michael Ihm
Its:

By: Christopher T. Eveleth
Its: Mayor

ATTEST:

By: Amy K. Kirkland
Its: Clerk

**EXHIBIT A
PROOF OF INSURANCE**

This is to certify that the following endorsement is part of the policy(s) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following Recreation Service Agreement:

USE OF BENNETT FIELD

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Ihm Enterprises, LLC agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of Ihm Enterprises, LLC officers, employees, agents or others employed by Ihm Enterprises, LLC while engaged by Ihm Enterprises, LLC in the performance of this agreement.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Please include a copy of insurance declaration verifying **Three Million Dollars (\$3,000,000) general liability** limit coverage and **25 Thousand Dollars (\$25,000)** participant accident coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____



OWOSSO PUBLIC SAFETY

Director of Public Safety
Kevin Lenkart

202 S. Water St. Owosso, MI 48867 Phone (989) 725-0580 Fax (989) 725-0528

MEMORANDUM

TO: City Council

FROM: Kevin Lenkart
Chief of Public Safety

SUBJECT: New Police Vehicles

DATE: July 2, 2018

Request council approve the purchase of one new police vehicle.

Recommend council waive the competitive bid process.

Owosso City Ordinance section 2-345(3) exception to competitive bidding states: Where the council shall determine that the public interest will best be served by joint purchase with, or purchase from, another unit of government.

Signature Auto Group of Owosso MI was awarded the Macomb County bid for police vehicles. The bid meets the definition of the aforementioned Section 2-345(3) a joint purchase with another governmental unit. The State bid price from Signature Auto Group is \$30,561.00.

The vehicle purchased will be a 2018 Ford Police Utility at a cost of \$30,561.00. The purchase will replace one marked police vehicle.

Recommend council approve the bid from Signature Auto Group.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF POLICE VEHICLES WITH SIGNATURE AUTO GROUP OF OWOSSO**

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

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality; and

WHEREAS, the City of Owosso desires to purchase one new police vehicle and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one 2018 Ford Interceptor Utility Police Vehicle from Signature Auto Group of Owosso, utilizing the Macomb County contract, for a cost to the City of Owosso of \$30,561.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Signature Auto Group, Inc. in the amount of \$30,561.00.
- THIRD: Authorize payment to Signature Auto Group in the amount of \$30,561.00 upon delivery of the police vehicle.
- FOURTH: The above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

Macomb County Bid Price

(Bid #12-07, MY2017) in the

State of Michigan

2018 Utility Police Interceptor

Major Standard Equipment

MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – independent front & rear
- Transmission – 6-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate – Lock cylinder repositioned into decklid appliqué trim)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Grille – Black
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console with sunglass holder
 - 1st row task lights (driver and passenger)
 - Dome Lamp – 1st row (red/white)
 - 2nd /3rd row overhead map light

INTERIOR/COMFORT (continued)

- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats — 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up /Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 6 speakers
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - 5-way Steering Wheel Switches, Redundant Controls
- Note: Radio does "not" include USB Port or Aux. Audio Input Jack Note: USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
- Recovery Hook, Rear Only
- Simple Fleet Key (4 keys, w/o microchip, easy to replace)
- Two-way radio pre-wire
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

Police Interceptor Utility Base Prices

[x]	Utility All Wheel Drive (3.7L V6 FFV, 305 HP, 131 MPH) K8A/500A	\$26,836.00
[]	Utility All Wheel Drive (3.5L V6 GTDI EcoBoost, 365 HP, 148 MPH, 99T/44C) K8A/500A	\$29,770.00

Payment Terms: Net 10 days

VEHICLE BRAND AND MODEL: Ford Utility Police Interceptor

BID PRICE EXPIRES: TBD.

Subject to change without notice by Ford Motor Company

<u>VEHICLE COLOR: Order Code</u>	<u>Interior Trim Color</u> <u>Charcoal Black (9W)</u>	
Arizona Beige Clearcoat Metallic	[E3]	[]
Medium Brown Metallic	[BU]	[]
Dark Toreador Red Clearcoat Metallic	[JL]	[]
Dark Blue	[LK]	[]
Norsea Blue Clearcoat Metallic	[KR]	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Vermillion Red	[E4]	[]
Smokestone Clearcoat Metallic	[HG]	[]
Silver Grey Metallic	[TN]	[]
Ingot Silver Clearcoat Metallic	[UX]	[]
Shadow Black	[G1]	[x]
Oxford White Clearcoat	[YZ]	[]
Kodiak Brown Metallic	[J1]	[]
Blue Metallic	[FT]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Clearcoat Metallic	[YG]	[]
Ultra Blue (Extra Cost Paint \$870)	[21U17]	[]
Fire Engine Bright Red (Extra Cost Paint \$1050)	[12R13]	[]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

- [] 1st and 2nd row carpet floor covering
- [] 2nd Row Cloth Seats
- [] Power passenger seat (6-way) w/manual recline and lumbar
- [] Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)
- [] **Interior Upgrade Package**

<u>Code</u>	<u>\$Cost</u>
16C	125.00
FW/ 88F	60.00
87P	325.00
85R	35.00
65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats - Rear
- Center Floor Console less shifter w/unique Police console finish plate – Includes Console Top Plate – Finish 3 (incl. 2 cup holders)
- Floor Mats, front and rear (Carpeted)

Note: Not available with (67G), (67H) & (67U)

Lamps/Lighting

[x] Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
[] Auto Headlamps	86L	115.00
[] Daytime Running Lamps	942	45.00
[] Side Marker Lights in Skull Caps	63B/60A	350.00
[] Rear Quarter Glass Side Marker Lights	63L	575.00
[] Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
[] Forward Indicator Pocket Warning Light – Warn, Park, Turn (Driver side Red/ Passenger side – Blue)	21W/60A	690.00
[] Front Interior Windshield Warning Lights (Red/Blue with take down)	96W/85R	1150.00
[] Rear Spoiler Traffic Warning Light (Not Avail. w/Interior Upgrade Pkg (65U))	96T/85R	1435.00
[] Dome Lamp – Red/White in Cargo Area	17T	50.00
[] Pre-wiring for grille lamp, siren, and speaker	60A	50.00
[x] Spot Lamp – Driver Only (Incandescent Bulbs)	51Y	215.00
[] Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
[] Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[] Spot Lamp – Dual (driver and passenger) (Incandescent Bulbs)	51Z	350.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00

Body

[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
[] Roof Rack Side Rails – Black	68Z	155.00
[] Deflector Plate	76D	335.00

Wheels

[] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[] 18" Painted Aluminum Wheel	64E	475.00

Misc

[] Engine Block Heater	41H	90.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[] Aux Air Conditioning	17A	610.00
[] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] My Speed Fleet Management	43S	60.00
[] Scuff Guards	55D	90.00

Audio/Video

[] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is 87R displayed in rear view mirror)		N/C
Note: This option would replace the camera that comes standard in the 4" center stack area.		
[] SYNC® Basic (Voice Activated Communication System)	53M	295.00
[] Remappable (4) switches on steering wheel	61R/61S	155.00

Doors/Windows

[x] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
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[] Hidden Door Lock Plunger	52H	140.00
[] Hidden Door Lock Plunger and Rear Door Handle Inoperable	52P	160.00
[] Rear Door Handles Inoperable/Locks Operable	68L	35.00
[] Rear Door Handles Inoperable/Locks Inoperable	68G	35.00

[x] Windows-Rear window power delete, operable from front driver side switches	18W	25.00
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[x] Lock system; Single Key/All Vehicles Keyed Alike	59J	50.00
Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D		
Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G		
Keyed Alike 1111x= 59J		

Safety & Security

[] Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
[] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
[] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
[] BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
[] Mirrors– Heated, Non BLIS	549	60.00
[] Lockable Gas Cap for Easy Fuel Capless Fuel-Filler	19L	20.00
[] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
[] Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
[] Police Engine Idle Feature	47A	260.00
[] Extra Key \$6.00x___=	Parts	6.00 ea
[] Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
[] Reverse Sensing	76R	275.00
[] Trailer Hitch and Wiring	OHP	395.00
[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00
[] Front Headlamp/Police Interceptor Housing Only	86P	125.00

- Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)
- Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights)

Note: Not available with options: 66A and 67H

<p>[] Front Headlamp Lighting Solution</p> <ul style="list-style-type: none"> – Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights – Includes pre-wire for grille LED lights, siren and speaker (60A) – Wiring, LED lights included. Controller “not” included <p>Note: Not available with option: 67H</p>	66A	850.00
<p>[] Police Wire Harness Connector Kit – Front</p> <ul style="list-style-type: none"> • For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren & (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector & (1) 14-pin IP connector <p>Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com</p>	47C	105.00
<p>[] Tail lamp/Police Interceptor Housing Only</p> <ul style="list-style-type: none"> – Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) <p>Note: Not available with options: 66B and 67H</p>	86T	60.00
<p>[] Tail Lamp Lighting Solution</p> <ul style="list-style-type: none"> – Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps – LED lights only. Wiring, controller “not” included <p>Note: Not available with option: 67H</p>	66B	425.00
<p>[] Police Wire Harness Connector Kit – Rear</p> <ul style="list-style-type: none"> • For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting and (1) 2-pin connector • (6) Female 4-pin connectors and (6) Male 4 pin connectors • (1) 10-pin connector <p>Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com</p>	21P	130.00
<p>[] Rear Lighting Solution</p> <ul style="list-style-type: none"> – Includes two (2) backlit flashing linear high-intensity LED lights (driver’s side red / Passenger side blue) mounted to inside liftgate glass) – Includes two (2) backlit flashing linear high-intensity LED lights (driver’s side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) – LED lights only. Wiring, controller “not” included <p>Note: Not available with option: 67H</p>	66C	455.00
<p>[] Ultimate Wiring Package</p> <ul style="list-style-type: none"> – Rear console mounting plate (85R) – contours through 2nd row; channel for wiring – Pre-wiring for grille LED lights, siren and speaker (60A) – Wiring harness I/P to rear (overlay) <ul style="list-style-type: none"> o Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) o Two (2) 50-amp battery and ground circuits in RH rear-quarter o One (1) 10-amp siren/speaker circuit engine cargo area – Rear hatch/cargo area wiring – supports up to six (6) rear LED lights o Recommend Police Wire Harness Connector Kits 47C and 21P <p>Note: Not available with options: 65U, 67G, 67H</p>	67U	550.00
<p>[] Police Interceptor 24 – Cargo Wiring Upfit Package</p> <ul style="list-style-type: none"> – Rear console plate (85R) – contours through 2nd row; channel for wiring – Wiring overlay harness with lighting and siren interface connections – Vehicle Engine Harness: <ul style="list-style-type: none"> o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block o One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC8R Control Head – Whelen PCC8R Light Relay Center (mounted behind 2nd row seat) – Light Controller / Relay Center Wiring (jumper harness) – Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head – Pre-wiring for grille LED lights, siren and speaker (60A) – Does “not” include LED lights <ul style="list-style-type: none"> o Recommend Police Wire Harness Connector Kits 47C and 21P <p>Note: Not available with options: 65U, 67H and 67U</p>	67G	1340.00

[x] Ready for the Road Package All-in Complete Package	67H	3415.00
Includes Police Interceptor Packages 66A, 66B, 66C plus:		
– Whelen Cencom Light Controller Head with dimmable backlight		
– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)		
– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails		
– High current pigtail		
– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head		
– Pre-wiring for grille LED lights, siren and speaker (60A)		
– Rear console plate (85R) – contours through 2nd row; channel for wiring		
– Grille linear LED Lights (Red / Blue)		
– 100-Watt Siren / Speaker		
– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)		
– Wiring Harness: Two (2) 50 amp battery and ground circuits in RH rear-quarter		
Note: Not available with options: 66A; 66B; 66C; 67G, 67U		

VINYL WRAP OPTIONS

[] Two-Tone Vinyl Package #1	91A	840.00
• Roof Vinyl		
• RH/LH Front Doors Vinyl		
• RH/LH Rear Doors Vinyl		
[] Two-Tone Vinyl Package #3	91C	700.00
• Roof Vinyl		
• RH/LH Front Doors Only Vinyl		
[] Two-Tone Vinyl Package #8	91H	490.00
• Roof Vinyl (Vinyl Wrap in Police White (YZ) Only)		
[] Two-Tone Vinyl Package #9	91J	305.00
• RH/LH Front Doors Only Vinyl (Vinyl Wrap in Police White (YZ) Only)		
[] Vinyl Word Wrap	91D	795.00
– "POLICE" located on LH/RH sides of vehicle ("White" lettering)		
[] Reflective Vinyl Word Wrap	91E	795.00
– "POLICE" located on LH/RH sides of vehicle ("Black" lettering)		
[] Reflective Vinyl Word Wrap	91F	795.00
– "POLICE" located on LH/RH sides of vehicle ("White" lettering)		
[] Vinyl Word Wrap	91G	795.00
– "SHERIFF" located on LH/RH sides of vehicle ("White" lettering)		

Extended Warranty Options for Police Interceptor Utility

Extended Warranty Option's (\$100.00 Deductible) 100,000 Mile Coverage

[] 5-Year Premium Care Warranty (500 Plus Components Coverage)	2150.00
[] 4-Year Premium Care Warranty (500 Plus Components Coverage)	2110.00
[] 3-Year Premium Care Warranty (500 Plus Components Coverage)	2080.00
[] 5-Year Extra Care Warranty (113 Essential Components Coverage)	1955.00
[] 4-Year Extra Care Warranty (113 Essential Components Coverage)	1925.00
[] 3-Year Extra Care Warranty (113 Essential Components Coverage)	1905.00
[] 5-Year Base Care Warranty (84 Major Components Coverage)	1860.00
[] 4-Year Base Care Warranty (84 Major Components Coverage)	1840.00
[] 3-Year Base Care Warranty (84 Major Components Coverage)	1820.00

Total Price \$30,561.00 ea



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: June 13, 2018

TO: Owosso City Council

FROM: Kevin Lenkart
Owosso Public Safety Chief

RE: American LaFrance Fire Engine

Background: The City of Owosso currently owns a 1921 American LaFrance fire truck that has been out of service for over fifty years. Since retirement, the fire truck has primarily been stored at the city storage barn on Gould St.

In recent years there has been a fundraising campaign to find a permanent storage facility for the fire truck. This campaign did not raise the required funds needed for the continued maintenance and storage of the vehicle.

Baker College ADI Institute has stored the vehicle for the last several years. During this time, Baker staff and students were able to restore the vehicle to working condition which included the vehicle being driven by Baker staff. The fire truck was last started in spring 2017.

Baker College has asked the City of Owosso to find another storage facility for the vehicle as they need the space in their facility.

Current Maintenance Cost Estimate: I spoke to Tom Dann from Baker College ADI Institute who provided me with a cost estimate to make the vehicle "road ready." The fire truck needs four (4) new tires as well as yearly flushing and replenishing of the engine fluids. This specialized work can only be performed by a diesel mechanic who has experience working on antique fire trucks. The initial cost in the first year will be \$8,000-\$10,000 assuming there are no mechanical problems with recurring costs of \$2,500 to \$5,000 per year. When the vehicle is operational, there is no power steering or brakes, making driving very difficult and potentially unsafe.

Storage and Transportation Costs: When the vehicle is moved from Baker College it will need to be towed by a heavy duty wrecker due to the weight being in excess of 10,000 lbs. The cost of

each tow is unknown at this time but will need to be calculated into any future budget projections.

The City of Owosso does not currently have an adequate storage facility for the fire truck. The city storage barn on Gould Street experiences severe flooding on a regular basis and is not an adequate facility for the proper storage of this vehicle. It is not uncommon to have 1-2 feet of water in the storage barn 1-2 times per year.

Museum Donation: In the last six months, I have contacted several fire vehicle museums or antique auto museums in Michigan inquiring about the possible donation of the fire truck to be displayed at their facility. All of the museums have respectfully declined the donation of the vehicle. The museums I contacted include the Gilmore Car Museum, Michigan Firehouse Museum and Education Center and Antique Toy and Fire Truck Museum.

Sale of Vehicle: I have spoken to individual(s) who are interested in the potential donation or purchase of the fire truck. All interested parties have been told that no final decision has been made on the vehicle.

Recommendation: The City of Owosso does not have an adequate storage facility for the vehicle nor does the city have funds needed to regularly budget for the care and maintenance of the fire truck. I recommend that the City of Owosso find a suitable owner for the fire truck that has the knowledge and abilities to restore the vehicle and preserve the history of the fire truck.

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
June 6, 2018 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:37 a.m.

ROLL CALL: Was taken by Recording Secretary, Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Kenn Cushman,
Jon Moore (arrived 7:38), Lance Omer, Theresa Trecha, Kevin Wiles

MEMBERS ABSENT: Jim Woodworth, Mayor Chris Eveleth

OTHERS PRESENT: Josh Adams, Main Street Manager

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER WILES TO APPROVE THE AGENDA FOR JUNE 6, 2018 AS PRESENTED,

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE MINUTES OF MAY 2, 2018, WITH THE CHANGE TO CORRECT THE MISSPELLING OF THE NAME ROBERT DORAN-BROCKWAY ON PAGE 2.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

1) CHECK REGISTER

IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER WILES TO APPROVE THE CHECK REGISTER FOR MAY, 2018 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) BUDGET REPORT - Josh Adams, Main Street Manager commented. Discussion.

3) ARMORY PUBLIC RESTROOM LEASE AGREEMENT - Discussion took place regarding the cost share of the lease and the maintenance and cleaning of the bathrooms.

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE ARMORY PUBLIC RESTROOM TENANT AGREEMENT WITH AN ATTACHMENT THAT CLARIFIES CLEANING AND MAINTENANCE ROLES AND RESPONSIBILITIES.

AYES ALL. MOTION CARRIED.

4) DOWNTOWN TRASH REMOVAL – Discussion took place to increase trash pick up to twice a week. **Design and Business Vitality Committee** will review obtaining additional trash containers along with future costs related to increase trash pickup service

IT WAS MOVED BY AUTHORITY MEMBER TRECHA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE AN ADDITIONAL PICKUP FOR \$500/MONTH WITH CURRENT VENDOR ON FRIDAY THRU JUNE, JULY AND AUGUST.

AYES ALL, MOTION CARRIED

5) 152 E. HOWARD LETTER OF SUPPORT – Letter of support is requested as a MEDC Grant is sought for upper level housing. Josh Adams, Main Street Manager commented, Discussion.

IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO AUTHORIZE JOSH ADAMS TO PROVIDE A LETTER OF SUPPORT AND SIGNED BY CHAIRMAN DAVE ACTOR FOR THE 152 E. HOWARD STREET w PROJECT.

6) FAÇADE GRANT UPDATE – Bid document to post within a week to 10 days after **MEDC** review. The goal is to have bid proposals back in shortly after 4th of July. Discussion occurred regarding any potential roadblocks.

COMMITTEE UPDATES:

- 1) **Design & Business Vitality** – Flowers are up, 75 baskets were purchased. recommendation made to purchase 100 baskets next year. Choice of flowers is saving watering costs.
 - a. Streetscape subcommittee – meet 2 times per month- current focus on beds on Exchange Street as a protype.
 - b. Pedestrian Wayfinding - meet 2 times per month – decisions being made on metal signs and pricing.
- 2) **Promotion & Outreach** – Held public meetings for road closures with no attendance. Preparing for the summer season. A document for new businesses to inform them of services provided by Main Street is being created.
- 3) **Business Owners Committee** – Potlucks are going to be held at various businesses throughout Owosso over the summertime and fall. The first potluck was held at the Steam Railroading Institute. Discussion on the green lights on Hit and Pitch exterior.
- 4) **Manager Updates** – Josh Adams will provide a report to directors.

Board Continuing Education/Information: None

Public Comments: None

Board Comments:

July meeting will be held Wednesday, July 11th due to 4th of July holiday.

Chairman Acton shared comments people have made to him regarding the green lights at Hit and Pitch. Discussion occurred of alternatives for possible standardizing of lights to use in the future.

In a desire to be proactive as the decision goes to an appeal process, representatives of the board plan to attend the Zoning Board Appeal Hearing to offer an alternative and a possible plan of solution prepared in a handout. Moore, Trecha and Acton will meet to prepare the handout.

ADJOURNMENT:

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY

MEMBER GILBERT TO ADJOURN AT 9:10 A.M.

AYES: ALL. MOTION CARRIED.

Dave Acton, Chairman

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
June 11, 2018, 7:00 PM Curwood Castle



- CALL TO ORDER:** MEETING WAS CALLED TO ORDER AT 7:02 PM BY CHAIR CAROL VAUGHN
- PRESENT:** COMMISSIONER CAROL VAUGHN, CHAIR; COMMISSIONER KAREN MARUMOTO, VICE CHAIR; COMMISSIONER SARA ADAMS; COMMISSIONER DAVE ACTON; COMMISSIONER ROBERT BROCKWAY, COMMISSIONER CAROLYN EBERT; COMMISSIONER HEATHER JACOBS; ROBERT DORAN, DIRECTOR
- ABSENT:** COMMISSIONER DEB GILBERT; COMMISSIONER ELAINE GREENWAY, CITY COUNCIL REPRESENTATIVE; COMMISSIONER ANNE LUDINGTON
- APPROVAL OF AGENDA:** Chair Carol Vaughn motioned to move the 501c3 status from old business to new business. Ayes all, motion carried.
COMMISSIONER KAREN MARUMOTO MOTIONED TO APPROVE THE AGENDA, SUPPORTED BY COMMISSIONER SARA ADAMS. AYES ALL, MOTION CARRIED.
- APPROVAL OF MAY, 2018 REVENUE AND EXPENDITURE REPORT**
COMMISSIONER ROBERT BROCKWAY MOTIONED TO APPROVE THE MAY 2018 REVENUE AND EXPENDITURE REPORT, SUPPORTED BY COMMISSIONER HEATHER JACOBS. AYES ALL, MOTION CARRIED.
- CONSENT AGENDA:**
Curwood Castle Dashboard Report, OHC Dashboard Report, Curwood Castle Admissions and Financials, Curwood Castle Gift Shop Sales, OHC Balance Sheet, OHC Check Register; OHC May 14 Meeting Minutes
COMMISSIONER SARA ADAMS MOTIONED TO APPROVE THE CONSENT AGENDA, SUPPORTED BY COMMISSIONER CAROLYN EBERT. AYES ALL, MOTION CARRIED.
- CITIZEN COMMENTS:** NONE
- COMMUNICATIONS:** NONE
- OLD BUSINESS:**
- **Review Board Agenda 12 Month Planning Guide:** Commission reviewed 12 month planning guide.
 - 501(c)3 status – **Defer this item to New Business under IRS proposal**
 - **Curwood Festival Update:** Executive Director Doran distributed preliminary numbers from the Curwood Festival. Numbers were down 60% to 70% from last year. Final numbers will be presented at the next board meeting.
 - **Castle Movie Exhibition update:** Exhibition opened to great reviews from visitors to the Castle during Curwood weekend. There was discussion regarding leaving the exhibition up at least through January, possibly through the next Curwood Festival.
 - **Summer schedule update:** Director Doran distributed Curwood Castle marketing post card with OHC schedule for remainder of 2018.

NEW BUSINESS:

- Committee Reports – Strategic Planning Activities for 2018
 - Summary reports and regularly scheduled meetings
 - **Finance:** Carolyn Ebert shared four strategic work plans with the Commission: Monthly Budgets and Spending Reports; Move OHC finances from City of Owosso to 501(c)3; Transition Financial Reporting to QuickBooks; and Yearly Budget Work Plan.
 - **Governance:** no report
 - **Philanthropy, Giving & Membership:** no report
 - **Exhibitions & Education:** this committee discussed the Curwood Movie Exhibition and the success of the first History Trunk distributed to four classrooms at Central School.
 - **Facilities:** no report
 - **Marketing, Advertising & Social Media:** Director Doran shared some of the success with boosting and cross promoting among other organizations.
 - **Archiving & Acquisitions:** no report
 - **Volunteers:** Director Doran shared how proud he was of the OHC volunteer base, which now counts 60 active members. He also shared that during Curwood weekend there were 22 volunteers in the three museums in Curwood Castle Park. He also shared that the Comstock Pioneer Cabin and the Woodard Paymaster Building were open weekends, for tours and for special events through September 22.
- **Fundraising Training** – Through the OHC's membership in the Nonprofit Capacity Building initiative, funded through The Cook Family Foundation, we have scheduled a Fundraising Training Seminar for the commission on Thursday, July 26, with a follow-up meeting, date to be determined. Director Doran, the consultant from the NonProfit Network and the governance committee will manage the agenda.
- **IT Roadmap Proposal:** Director Doran submitted an IT proposal/roadmap outlining software and hardware needs for the implementation of an eventual 501(c)3. Final estimate based on State of Michigan contracts to be delivered from City of Owosso IT consultant at time of PO submission.
COMMISSIONER HEATHER JACOBS MOTIONED TO APPROVE THE EXPENSE OF UP TO \$4,000 FOR HARDWARE FOR TWO LAPTOPS AND ONE PRINTER FOR CURWOOD CASTLE; AND UP TO \$1,670 FOR SOFTWARE, SUPPORTED BY COMMISSIONER SARA ADAMS. AYES ALL, MOTION CARRIED.
- **IRS application proposal:** The commission discussed the last phase of the 501(c)3 application process for the implementation of said "nonprofit." After discussion the board elected to hire a consultant to complete the last phase of the paperwork, IRS form 1023.
COMMISSIONER DAVE ACTON MOTIONED TO APPROVE THE HIRING OF CONSULTANT PATRICE MARTIN TO COMPLETE IRS FORM 1023 IN THE AMOUNT OF \$1,750, SUPPORTED BY

COMMISSIONER ROBERT BROCKWAY. AYES ALL, MOTION CARRIED.

- **Capital Improvements - Gould House apartment renovation:** Director Doran submitted an estimate to begin the necessary repairs of the vacant apartment at the Gould House.
COMMISSIONER DAVE ACTON MOTIONED TO APPROVE REPAIRS OF THE VACANT APARTMENT AT THE GOULD HOUSE, NOT TO EXCEED \$4,999.00, SUPPORTED BY COMMISSIONER HEATHER JACOBS. AYES ALL, MOTION CARRIED.
- **First draft policy board manual:** The first draft of the Board Policy Manual will be sent to the board electronically on 6/15.
- **Executive Director Review:** Chair Carol Vaughn distributed to the commission the first part of a review for Director Robert Doran. The commission will mail review to the chair and a committee consisting of Chair Carol Vaughn, Commissioner Dave Acton and Commissioner Carolyn Ebert will present the results to the Director at a date to be determined.
- Power thought of the day

CITIZEN COMMENTS:

NA

ADJOURN:

COMMISSIONER CAROLYN EBERT MOTIONED TO ADJOURN AT 8:26, SUPPORTED BY COMMISSIONER DAVE ACTON. AYES ALL, MOTION CARRIED.