

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**MONDAY, APRIL 06, 2015**  
**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 MARCH 16, 2015:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 30, 2015:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

1. Parkinson's Awareness Month. A proclamation of the Mayor's Office declaring the month of April 2015 as Parkinson's Awareness Month in the City of Owosso.
2. Proclamation Honoring Justin Horvath. A Proclamation of the Mayor's Office honoring Justin Horvath, President/CEO of the Shiawassee Economic Development Partnership, for being named one of the top 50 economic developers.

**PUBLIC HEARINGS**

1. Ordinance Amendment – Site Plan Review. Conduct a public hearing to receive citizen comment regarding the proposed amendment to Chapter 38, Zoning, Section 38-390, *Site plan review*, of the Code of Ordinances of the City of Owosso.

**CITIZEN COMMENTS AND QUESTIONS**



**CITY MANAGER REPORT**

1. Project Status Report
2. 2015 Budget Presentation

## **CONSENT AGENDA**

1. Non-Profit Organization Recognition Request – Friends of the Shiawassee River. Approve resolution recognizing the Friends of the Shiawassee River as a local non-profit civic organization operating in the community for the purpose of obtaining a charitable gaming license.
2. Boards & Commissions Appointment. Approve the Mayoral appointment of Shar Haskins to the Downtown Development Authority/Main Street Board to fill the unexpired term of M. Landino ending June 30, 2018.
3. Mortgage Subordination Agreement – 122 North Washington Street. Authorize mortgage subordination agreement with Midwest Business Capital and Hall Real Estate, LLC for the property located at 122 North Washington Street per the terms of the Downtown Rental Rehabilitation Program.
4. Recreation Service Agreement – Splash Pad Maintenance. Approve a one-year contract with the Shiawassee Family YMCA for daily maintenance of the splash pad and bathrooms at Bentley Park in an amount not to exceed \$5,800.00.
5. Professional Services Agreement – Asset Management Program Development. Authorize professional services agreement with Orchard Hiltz & McCliment, Inc. d/b/a OHM Advisors for development of an Asset Management Program for the Owosso Wastewater Collection System on a cost basis not to exceed \$466,355.00 and further authorize payment up to the contract amount.
6. Purchase Authorization – Mower & Deck. Authorize purchase of one John Deere Model 1550 mower and Model 72SD mower deck in the amount of \$18,846.11 via State of Michigan Contract No. 071B0200317 with D & G Equipment, Inc.
7. Purchase Authorization – Tractor with Cab. Authorize purchase of one John Deere Model 1575 tractor with cab in the amount of \$30,364.24 via State of Michigan Contract No. 071B0200317 with D & G Equipment, Inc.
8. Warrant No. 500. Authorize Warrant No. 500 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia utility fund payment-January - March 2015	Water	\$18,552.02
Owosso Charter Township	Owosso Charter township 2011 water agreement payment-January – March 2015	Water	\$ 8,725.12

## **ITEMS OF BUSINESS**

1. Lot Split Authorization – 440 Abbott Street. Authorize the division of City lot under the Michigan Subdivision Control Act for platted lot commonly known as 440 Abbott Street, parcel # 050-140-001-006-00.
2. Unpaid Utility Charges. Authorize the annual notice for the collection of unpaid utility charges and the intent to lien therefore in compliance with Chapter 15, Section 15.4(c) of the Owosso City Charter.



Proposed 2015-16 Street Program. A presentation regarding the proposed street program for 2015-16, based upon available funding from various sources.

4. Design Standards Ordinance Review. Review of the City's Design Standards Ordinance.

## **COMMUNICATIONS**

1. S. Osika, Historical Commission. Letter of Resignation.
2. L. Weckwert, Historical Commission. Letter of Resignation.
3. M. Landino, DDA/Main Street Board. Letter of Resignation.
4. R. Woodworth, Planning Commission. Letter of Resignation.
5. Gary M. Burk, Utilities Director. 2015 Water Quality Report.
6. Downtown Development Authority/Main Street. Minutes of March 4, 2015.
7. Historical Commission. Minutes of March 9, 2015
8. Historical Commission. Minutes of March 19, 2015
9. Parks & Recreation Commission. Minutes of March 23, 2015.
10. Planning Commission. Minutes of March 23, 2015.

## **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Wednesday, April 15, 2015, 7:00 p.m. – Budget Meeting  
Monday, April 20, 2015, 7:30 p.m. – Regular Meeting

### **BOARDS AND COMMISSIONS OPENINGS**

Historical Commission, expires December 31, 2015  
Historical Commission, expires December 31, 2016  
Parks & Recreation Commission, expires June 30, 2017  
Planning Commission, expires June 30, 2016

### **ADJOURNMENT**

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

**OWOSSO CITY COUNCIL  
REGULAR MEETING**

**MARCH 16, 2015**

**7:30 P.M.**

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

**OPENING PRAYER:** PASTORAL ASSOCIATE EDWARD HORSKI  
ST. PAUL CATHOLIC CHURCH

**PLEDGE OF ALLEGIANCE:** BARBARA BAKER-OMEROD  
2015 GOLDEN PLUNGER RECIPIENT

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth,  
Councilpersons Loreen F. Bailey, David B. Bandkau, Burton D. Fox,  
Elaine M. Greenway, and Robert J. Teich, Jr.

**ABSENT:** None.

**APPROVE AGENDA**

Motion by Councilperson Fox to approve the agenda as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 2, 2015**

Motion by Councilperson Fox to approve the Minutes of the Regular Meeting of March 2, 2015 as presented.

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

**STUDENT REPRESENTATIVE REPORT**

None.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**2015 Plunge for Parks Awards**

Assistant City Manager Susan K. Montenegro presented awards to the top fund raiser, Barbara Baker-Omerod and the best costume winner, Casey Lambert, from this year's Plunge for Parks event. She also announced that the event raised approximately \$12,400 for the skate park.

**PUBLIC HEARINGS**

**ORDINANCE AMENDMENT – CHAPTER 38, ZONING**

The proposed amendment would regulate the location of smoking lounges within the City limits.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 38, Zoning, Section 38-5, *Definitions*, and Section 38-217, *Principal uses permitted*.

There were no citizen comments regarding the proposed amendment received prior to or during the meeting.

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

**ORDINANCE NO. 762**

**AMENDING SECTIONS 38-5 AND 38-217 OF CHAPTER 38, ZONING,  
TO ESTABLISH REGULATIONS GOVERNING THE LOCATION OF SMOKING LOUNGES**

WHEREAS, the city of Owosso has a zoning ordinance governing the use of buildings, structures, and land to ensure the most appropriate use of land and promote the general welfare of the public; and

WHEREAS, the city recognizes the need to amend the Zoning Ordinance to establish regulations governing the location of smoking lounges.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 38 Zoning, Sections 38-5 and 38-217 of the *Code of Ordinances of the City of Owosso, Michigan* be amended as follows:

SECTION 1. ADDITION. That Section 38-5, Definitions, shall be amended to add a definition for "Smoking Lounge" as follows:

**Section 38-5. – Definitions.**

*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 0% nicotine establishments.

SECTION 2. ADDITION. That new Section 38-217(2)j, which reads as follows, shall be adopted:

**Sec. 38-217. - Principal uses permitted.**

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.
- h. Other uses similar to the above uses;
- i. Accessory structures and uses customarily incident to the above permitted uses.
- 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.

SECTION 3. SEVERABILITY. The various sections and provisions of this ordinance shall be deemed to be severable, and should any section or provision of this ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 4. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective April 6, 2015.

SECTION 6. 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.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons Bailey, Teich, Greenway, Fox, Bandkau, and Mayor Frederick.

NAYS: Mayor Pro-Tem Eveleth.

### **CITIZEN COMMENTS AND QUESTIONS**

Historical Director Robert V. Doran gave Council an update on all the activities the Historical Commission has undertaken in the last few months and their plans for the future. Council remarked on the renewed energy of the group and the great ideas they were implementing.

Mayor Frederick commended the Chamber of Commerce for an outstanding Expo event this year.

Councilperson Bailey noted that she was recently made aware of a gentleman collecting “membership fees” at the Bark Park. She asked that the City consider placing signs at the park to inform users that use of the park is free. She went on to announce that the March 25<sup>th</sup> spay/neuter clinic is now full and approximately 65 cats will be participating. The next spay/neuter clinic will be held April 29<sup>th</sup>, those interested can contact her to join the waiting list.

### **CITY MANAGER REPORT**

City Manager Donald D. Crawford indicated the proposed budget will be ready for presentation to Council by April 6<sup>th</sup>. He asked that Council consider scheduling approximately 6 hours of additional meetings in which to discuss the budget in depth. He went on to note several items that he was suggesting for the March 30<sup>th</sup> meeting including a number of closed session items.

### **CONSENT AGENDA**

Motion by Mayor Pro-Tem Eveleth to approve the Consent Agenda as follows:

**First Reading & Set Public Hearing – Site Plan Review.** Conduct first reading and set a public hearing for Monday, April 6, 2015 to receive citizen comment regarding the proposed amendment to Chapter 38, Zoning, Section 38-390, *Site plan review*, of the Code of Ordinances of the City of Owosso as follows:

#### **RESOLUTION NO. 23-2015**

#### **CONDUCT FIRST READING AND SET A PUBLIC HEARING FOR AN ORDINANCE TO AMEND CHAPTER 38, ZONING OF THE OWOSSO CITY ZONING CODE REGARDING SITE PLAN REVIEW**

WHEREAS, the City of Owosso Zoning Code Section 38-390, Site plan review, specifies the site plan review process; and

WHEREAS, the site plan review process is lengthy and convoluted requiring the planning commission to refer to staff for review; and

WHEREAS, it is prudent to simplify and streamline the review process.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 38, Offenses, Article XVII, General Provisions, Section 38-390, Site Plan Review, be amended as follows:

SECTION 1. AMENDMENT. That existing Sections 38-390(1) & 38-390(2) of the Owosso City Code be amended to read:

- (1) **Submission for approval.** A site plan shall be ~~submitted to the planning commission for approval of~~ **required for the following:**
  - a. Any use or development for which the submission of a site plan is required by any provision of this chapter;

- b. Any development, except single-family and two-family residential, for which off-street parking areas are provided as required in section 38-380, off-street parking requirements;
- c. Any use in an RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, I-1, I-2, P-1 or PUD district;
- d. Any use except single- or two-family residential which lies contiguous to a major thoroughfare or collector street;
- e. All residentially related uses permitted in single-family districts such as, but not limited to, churches, schools, colleges, institutions, and public facilities;
- f. ~~Building additions or accessory buildings shall not require planning commission review unless off-street parking in addition to that already provided on the site is required.~~  
**Accessory buildings or building additions which require additional off-street parking.**

(2) ~~Preliminary site plan review. The planning commission shall review site plans required by this chapter and may grant preliminary approval to the petitioner, if the site plan conforms to the provisions of this chapter. The following information shall be so included on the site plan:~~ **Any person seeking site plan approval hereunder shall submit a site plan, application, and the applicable filing fee to the building department. The building department shall provide application forms and graphic standards for the site plan. Said site plan shall be prepared by a professional architect, engineer, landscape architect or land planner and must contain the following information.**

- a. A scale of not less than one (1) inch equals fifty (50) feet if the subject property is less than three (3) acres and one (1) inch equals one hundred (100) feet if three (3) acres or more;
- b. Date, northpoint, scale, and area of the site in acres;
- c. The dimensions of all lot and property lines, showing the relationship of the subject property to the abutting properties;
- d. The location of all existing and proposed structures and utilities on the subject property and all existing structures within one hundred (100) feet to the subject property;
- e. The location and layout of all existing and proposed drives and parking areas;
- f. The location and right-of-way widths of all abutting streets and alleys;
- g. The names and addresses of the architect, planner, designer, engineer, or person responsible for the preparation of the site plan.

SECTION 2. ADDITION. That the following new Section 38-390(3) be added to read as follows:

- (3) **Upon receipt of a complete site plan, application, and application fee the building department shall forward said documents to the community development department for distribution to appropriate city departments for comment. Staff comments shall be made with respect to compliance with the minimum technical requirements of city ordinances and the quality of the development consistent with the intent of the building codes, zoning codes and comprehensive plan. Upon receipt of all staff comment, the community development department shall review the site plan and make its recommendation to the planning commission which shall consider the application, site plan, all staff comments, and community development department recommendation at the next scheduled meeting.**

SECTION 3. AMENDMENT. That current Sections 38-390(3) through 38-390(8) be renumbered as Sections 38-390(4) through 38-390(9), without further changes to the text.

SECTION 4. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this



Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

**SECTION 5. INCONSISTENT ORDINANCES.** All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

**SECTION 6. EFFECTIVE DATE.** This amendment shall become effective 20 days after approval.

**SECTION 7. 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 8. PUBLIC HEARING.** A public hearing is set for Monday, April 6, 2015 at 7:30 p.m. for the purpose of receiving citizen comment regarding the proposed ordinance amendment.

**Mid-Michigan Custom Car Show Permission.** Consider application of Andy Genovese on behalf of the Mid-Michigan Custom Car Show for use of Washington Street from Main Street to Mason Street and Exchange Street from Water Street to Ball Street from 7:00am to 6:00pm on Sunday, May 17, 2015 for the Mid-Michigan Custom Car Show and authorize Traffic Control Order No. 1326 formalizing the request.

**Curwood Festival Permission.** Consider approval of the application from the Curwood Festival for use of various parking lots and streets from June 3, 2015 through June 8, 2015 for conduct of the annual Curwood Festival and authorize Traffic Control Order No. 1327 formalizing the action.

**Downtown Owosso Farmer's Market Annual Block Party.** Consider granting the request from Downtown Owosso Farmer's Market for the closing of Exchange Street from Ball Street to Washington Street on April 25, 2015, from 3 p.m. until 9 p.m. for the Downtown Owosso Farmer's Market Annual Block Party and authorize Traffic Control Order No. 1328 formalizing the action.

**Downtown Owosso Farmer's Market.** Consider granting the request from the Downtown Owosso Farmer's Market for the closure of Exchange Street from Water Street east to Washington Street for the Downtown Owosso Farmer's Market every Saturday from May 2, 2015 through October 31, 2015, and authorize Traffic Control Order No. 1329 formalizing the action.

**Warrant No. 499.** Authorize Warrant No. 499 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network engineering support- February 2015	Various	\$9,408.00
William C. Brown, PC	Professional services- February 10, 2015 – March 9, 2015	General	\$ 8,119.28

**\*Check Register – February 2015.** Affirm check disbursements totaling \$ 2,102,496.34 for the month of February 2015.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Teich, Greenway, Fox, Bandkau, Bailey, and Mayor Frederick.

NAYS: None.

## **ITEMS OF BUSINESS**

### **SET AGENDA FOR 5<sup>TH</sup> MONDAY MEETING**

There was general discussion about subjects the Council would like to address at the March 30<sup>th</sup> meeting. The annual street program was mentioned but dismissed because the City Engineer will be out of town until the beginning of April. There was also talk of reviewing the design ordinance, with the Mayor mentioning his desire to take action at the Council level rather than referring it to the Planning Commission once again.

Motion by Councilperson Fox to set the agenda for the meeting to be held March 30, 2015 as follows:

### **ITEMS OF BUSINESS**

Scheduling of Special Meetings to Discuss the Budget

### **EXECUTIVE SESSION**

Labor Negotiations  
Purchase of Real Property  
Review of Legal Opinion  
City Manager Evaluation

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

AYES: Councilpersons Teich, Fox, Mayor Pro-Tem Eveleth, Councilpersons Bandkau, Greenway, Bailey, and Mayor Frederick.

NAYS: None.

### **COMMUNICATIONS**

Richard C. Williams, Finance Director. Revenue & Expenditure Report – February 2015.  
Charles P. Rau, Building Official. February 2015 Building Department Report.  
Charles P. Rau, Building Official. February 2015 Code Violations Report.  
Kevin D. Lenkart, Public Safety Director. February 2015 Police Report.  
Kevin D. Lenkart, Public Safety Director. February 2015 Fire Report.  
Historical Commission. Minutes of February 9, 2015.

### **CITIZEN COMMENTS AND QUESTIONS**

There were no citizen comments.

Mayor Frederick indicated that a volunteer group had recently formed to assist with the upkeep of Oak Hill Cemetery. He asked the City for assistance with street sweeping and drainage in the cemetery area. He also mentioned a street sign at Oliver Street and Shiawassee Street that is in need of repair.

### **NEXT MEETING**

Monday, March 30, 2015 – 5<sup>th</sup> Monday Meeting  
Monday, April 06, 2015 – Regular Meeting

**BOARDS AND COMMISSIONS OPENINGS**

Parks & Recreation Commission, expires June 30, 2015

**ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:05 p.m.

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

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk

**OWOSSO CITY COUNCIL  
5<sup>th</sup> MONDAY MEETING**

**MARCH 30, 2015**

**7:30 P.M.**

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

**OPENING PRAYER:** MAYOR BENJAMIN R. FREDERICK

**PLEDGE OF ALLEGIANCE:** MAYOR BENJAMIN R. FREDERICK

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, Burton D. Fox, and Robert J. Teich, Jr.

**ABSENT:** Councilpersons David B. Bandkau and Elaine M. Greenway.

**CITIZEN COMMENTS AND QUESTIONS**

Lisa Stechschulte, 725 River Street, pleaded with Council to reduce the number of recreational burning days and issue more tickets to reduce the burning problem. She said the health of residents matters and she will continue to advocate for change.

**ITEMS OF BUSINESS**

**SCHEDULING BUDGET MEETINGS**

After some discussion and attempts to coordinate various schedules the Council made the following motion setting the annual budget discussion meetings.

Motion by Mayor Pro-Tem Eveleth to set the following series of special meetings to discuss the 2015-16 Proposed Budget:

Wednesday, April 15, 2015	7:00p.m. – 9:00 p.m.
Thursday, April 30, 2015	7:00p.m. – 9:00p.m.
Saturday, May 9, 2015	9:00a.m. – 1:00p.m.

All meetings to be held in the City Hall Council Chambers.

Motion supported by Councilperson Teich.

Roll Call Vote.

**AYES:** Councilperson Teich, Mayor Pro-Tem Eveleth, Councilpersons Fox, by, and Mayor Frederick.

**NAYS:** None.

**ABSENT:** Councilpersons Bandkau and Greenway.

**EXECUTIVE SESSION**

Motion by Councilperson Fox to hold executive session after the close of regular business to discuss collective bargaining, a written opinion of legal counsel, the purchase of real property, and the City Manager's evaluation (at the request of the City Manager).

Motion supported by Mayor Pro-Tem Eveleth.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Teich, Fox, Bailey, and Mayor Frederick.

NAYS: None.

ABSENT: Councilpersons Bandkau and Greenway.

**THE COUNCIL ENTERED EXECUTIVE SESSION AT 7:54 P.M.**

**THE COUNCIL RETURNED FROM EXECUTIVE SESSION AT 10:01 P.M.**

**APPROVAL OF THE MINUTES OF EXECUTIVE SESSION OF JUNE 16, 2014**

Motion by Mayor Pro-Tem Eveleth to approve the Minutes of the Executive Session of June 16, 2014 as presented.

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

**APPROVAL OF THE MINUTES OF EXECUTIVE SESSION OF JULY 21, 2014**

Motion by Mayor Pro-Tem Eveleth to approve the Minutes of the Executive Session of June 16, 2014 as presented.

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

**NEXT MEETING**

Monday, April 06, 2015

**BOARDS AND COMMISSIONS OPENINGS**

Historical Commission, expires December 31, 2015  
Historical Commission, expires December 31, 2016  
Parks & Recreation Commission, expires June 30, 2017  
Planning Commission, expires June 30, 2016

**ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 10:02 p.m.

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

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk



## **MEMORANDUM**

Memo reprinted from  
the meeting of  
March 16, 2015

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

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DATE: April 2, 2015

TO: City Council

FROM: Susan Montenegro, asst. city manager/director of community development

SUBJECT: Site Plan Review Ordinance Amendment

### **RECOMMENDATION:**

Staff recommends amending Section 38-390 to give adequate time for staff review during the site plan review process by increasing the time from ten (10) days to 25 days. Amendment of current site plan review language will address this need as well as define the site plan review process.

### **BACKGROUND:**

The current ordinance does not allow adequate time for staff to perform a proper review of a proposed site plan before being required to submit the plan to the planning commission. The current site plan application is very vague leading to confusion of requirements of the site plan review process. I have redone the entire application and included a checklist and flowchart for contractors, engineers and architects to understand the timeline of the site plan review process.

### **FISCAL IMPACTS:**

n/a

Document originated by: Susan Montenegro, assistant city manager/director of community development

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND CHAPTER 38, ZONING  
OF THE OWOSSO CITY CODE  
TO SIMPLIFY THE SITE PLAN REVIEW PROCESS**

WHEREAS, the City of Owosso Zoning Code Section 38-390, Site plan review, specifies the site plan review process; and

WHEREAS, the site plan review process is lengthy and convoluted requiring the planning commission to refer to staff for review; and

WHEREAS, it is prudent to simplify and streamline the review process.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 38, Offenses, Article XVII, General Provisions, Section 38-390, Site Plan Review, be amended as follows:

SECTION 1. AMENDMENT. That existing Sections 38-390(1) & 38-390(2) of the Owosso City Code be amended to read:

- (1) Submission for approval. A site plan shall be required for the following:
  - a. Any use or development for which the submission of a site plan is required by any provision of this chapter;
  - b. Any development, except single-family and two-family residential, for which off-street parking areas are provided as required in section 38-380, off-street parking requirements;
  - c. Any use in an RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, I-1, I-2, P-1 or PUD district;
  - d. Any use except single- or two-family residential which lies contiguous to a major thoroughfare or collector street;
  - e. All residentially related uses permitted in single-family districts such as, but not limited to, churches, schools, colleges, institutions, and public facilities;
  - f. Accessory buildings or building additions which require additional off-street parking.
- (2) Any person seeking site plan approval hereunder shall submit a site plan, application, and the applicable filing fee to the building department. The building department shall provide application forms and graphic standards for the site plan. Said site plan shall be prepared by a professional architect, engineer, landscape architect or land planner and must contain the following information.
  - a. A scale of not less than one (1) inch equals fifty (50) feet if the subject property is less than three (3) acres and one (1) inch equals one hundred (100) feet if three (3) acres or more;
  - b. Date, northpoint, scale, and area of the site in acres;
  - c. The dimensions of all lot and property lines, showing the relationship of the subject property to the abutting properties;
  - d. The location of all existing and proposed structures and utilities on the subject property and all existing structures within one hundred (100) feet to the subject property;
  - e. The location and layout of all existing and proposed drives and parking areas;
  - f. The location and right-of-way widths of all abutting streets and alleys;
  - g. The names and addresses of the architect, planner, designer, engineer, or person responsible for the preparation of the site plan.

SECTION 2. ADDITION. That the following new Section 38-390(3) be added to read as follows:

- (3) Upon receipt of a complete site plan, application, and application fee the building department shall forward said documents to the community development department for distribution to appropriate city departments for comment. Staff comments shall be made with respect to compliance with the minimum technical requirements of city ordinances and the quality of the development consistent with the intent of the building codes, zoning codes and comprehensive plan. Upon receipt of all staff comment, the community development department shall review the site plan and make its recommendation to the planning commission which shall consider the application, site plan, all staff comments, and community development department recommendation at the next scheduled meeting.

SECTION 3. AMENDMENT. That current Sections 38-390(3) through 38-390(8) be renumbered as Sections 38-390(4) through 38-390(9), without further changes to the text.

SECTION 4. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 5. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 6. EFFECTIVE DATE. This amendment shall become effective April 26, 2015.

SECTION 7. 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.



# MEMO



To: Owosso City Clerk, Amy Kirkland

From: Friends of the Shiawassee River Director, Devin Gill

Date: March 31<sup>st</sup>, 2015

Re: Resolution for approval of Charitable Gaming License for Friends of the Shiawassee River

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The Friends of the Shiawassee River (FOSR) seeks to secure a Charitable Gaming License from the Charitable Gaming Division of Michigan in order to hold a raffle. Under the standards of the Gaming Division, FOSR is considered a local civic organization, and as such must submit "a resolution by the local body of government stating the organization is a recognized non-profit organization in the community." The FOSR requests inclusion on the Owosso City Council agenda for the April 6<sup>th</sup> meeting, so that the council may consider this resolution. A form for the submission of the resolution is attached to this email.

Below are details regarding the raffle event:

- Items to be raffled include an outfitted kayak (donated by Gary Burk), a rain catcher (donated by Gilbert's True Value), and a wine basket.
- The raffle is tentatively scheduled to begin on May 2<sup>nd</sup>, the opening day of the Farmer's Market.
- The raffle will conclude at the FOSR Wine Tasting Event on September 17<sup>th</sup>, where winners will be announced.
- Raffle tickets will be sold at FOSR events, select Farmer's Market days, and in the shops of supportive business owners. FOSR Board Members & Events Sub Committee members will be the ticket sellers.
- The raffle will be directly overseen by the FOSR Events Sub Committee (chaired by Karen Kong), with support from the FOSR Executive Committee and Executive Director (Devin Gill).
- Funds raised from this raffle will support programming by the organization, including Shiawassee Stream Team (a volunteer water quality monitoring group).

For more information, please contact FOSR Executive Director Devin Gill. Phone: 989-723-9062 Email: [deving@shiawasseeiver.org](mailto:deving@shiawasseeiver.org)



State of Michigan  
Michigan Gaming Control Board  
Office of the Executive Director  
P.O. Box 30786  
Lansing, MI 48909  
Phone: (313) 456-4940  
Fax: (313) 456-3405  
Email: Millionaireparty@michigan.gov  
www.michigan.gov/mgcb

## LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a Regular meeting of the Owosso City Council  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD  
called to order by Mayor Benjamin R. Frederick on April 6, 2015  
DATE  
at 7:30 a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the request from Friends of the Shiawassee River of Owosso,  
NAME OF ORGANIZATION CITY  
county of Shiawassee, asking that they be recognized as a  
COUNTY  
nonprofit organization operating in the community for the purpose of obtaining charitable  
gaming licenses, be considered for approval.  
APPROVAL/DISAPPROVAL

### APPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

### DISAPPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and  
adopted by the Owosso City Council at a Regular  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL  
meeting held on April 6, 2015.  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

Amy K. Kirkland, City Clerk

PRINTED NAME AND TITLE


301 W. Main St., Owosso, MI 48867

ADDRESS



301 WEST MAIN STREET • OWOSSO, MICHIGAN 48867-2958

# MEMORANDUM

**TO:** Owosso City Council,  
**FROM:** William C. Brown, City Attorney   
**DATE:** April 1, 2015  
**RE:** 122 North Washington Street/Civille/Hall Real Estate LLC

The Council will recall that at its March 17, 2015, meeting a resolution was passed allowing Hall Real Estate LLC to assume the MSHDA loan and mortgage originally with James and Cynthia Civile. Hall Real Estate LLC purchased the property.

The lender for Hall Real Estate LLC, Midwest Business Capital, has requested that the MSHDA loan and mortgage be subordinated to its mortgage. Subordination is an agreement that our loan would be second to that of Midwest Business Capital.

I have prepared the attached Subordination Agreement. It is my recommendation that it be approved.

There is no adverse affect to the City because it is a MSHDA loan and it was in second position with the original loan to the Civilles.

WCB/jmr

cc: Mr. Don Crawford  
Ms. Amy Kirkland  
Mr. Tyler Leppanen

**RESOLUTION NO.**

**AUTHORIZING MORTGAGE SUBORDINATION AGREEMENT  
FOR THE PROPERTY LOCATED AT 122 NORTH WASHINGTON STREET**

WHEREAS, the City of Owosso has entered into a grant agreement with the Michigan State Housing Development Authority to facilitate the rehabilitation of rental properties located in the downtown; and

WHEREAS, said grant agreement will fund downtown rental housing rehabilitation for each eligible residence through a five-year forgivable loan; and

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

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

WHEREAS, a rehabilitation project has been completed at 122 North Washington Street that resulted in a five-year mortgage being attached to said property; and

WHEREAS, the property at 122 North Washington Street was sold within the five-year loan period necessitating a new mortgage subordination agreement with the owner's mortgage company.

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 subordinate its mortgage on the property at 122 North Washington Street to Midwest Business Capital.

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**

This Subordination Agreement is made on \_\_\_\_\_, 2015, between the City of Owosso, a Michigan municipal corporation, 301 West Main Street, Owosso, Michigan 48867 ("Junior Creditor"), Midwest Business Capital, of \_\_\_\_\_ ("Senior Creditor") and Hall Real Estate LLC, of \_\_\_\_\_ ("Debtor").

WHEREAS Junior Creditor is the Promisee and Mortgagee on a Note and Rental Rehab Program Rehab Deferred Payment Mortgage dated November 26, 2012, recorded December 12, 2012, in Liber 1179, Page 881 of the Shiawassee County Records, from James Civile and Cynthia L. Civile ("Civiles") which is secured by property commonly known as 122 North Washington Street, Owosso, Michigan 48867, and legally described as:

A part of Lot 3, in Block 21, of the Original Plat of the Map of Owosso, according to the recorded plat thereof, as recorded in Deed Liber B, Page 411, Shiawassee County Records, described as beginning at the Northwest corner of said Lot 3, thence East along the North line of said Lot, 76.50 feet to the center of a brick wall, thence South along the center of said wall, 25.50 feet, thence West along the center of brick wall and parallel with the North line of said Lot, 76.50 feet to the West line of said Lot 3, thence North along the West line of said Lot 3 to the place of beginning.

WHEREAS Civiles have sold the real property to Debtor; and

WHEREAS Senior Creditor loaned funds to Debtor for the purchase of the property and requires that Junior Creditor subordinate its Mortgage to that of Senior Creditor.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Subordination. The payment of any and all Junior Debt is subject, subordinate and junior in all respects to the payment of the Senior Debt. Until all Senior Debt is paid and Senior Creditor has no obligations to extend any loan or other credit to Debtor, Junior Creditor shall not demand, sue for, take, accept or received from Debtor or any other party, by setoff or in any other manner, any amount, payment or transfer of property with respect to the Junior Debtor, including any security for the Junior Debt or any proceeds of that security.



2. Junior Debt. In this Agreement, "Junior Debt" means all existing and future indebtedness and obligations owing by Debtor to Junior Creditor, whether direct or indirect, absolute or contingent, secured or unsecured, due or not due, and whether arising directly between Debtor and Junior Creditor or acquired outright, conditionally or as collateral security by Junior Creditor.

3. Senior Debt. In this Agreement, "Senior Debt" means all existing and future indebtedness and obligations owing by Debtor to Senior Creditor, whether direct or indirect, absolute or contingent, secured or unsecured, due or not due, and whether arising directly between Debtor and Senior Creditor or acquired outright, conditionally or as collateral security by Senior Creditor.

4. Subrogation Rights. No payment or distribution to Senior Creditor under this Agreement shall entitle Junior Creditor to the exercise of any rights of subrogation (or other similar right) against Debtor until all Senior Debt is paid and Senior Creditor has no obligation to extend any loan or other credit to Debtor.

5. Forbearance by Junior Creditor. Junior Creditor shall not begin any action or proceeding against Debtor to recover all or any part of the Junior Debt or take any action to enforce any security for the Junior Debt or join with any other creditor in bringing any such action or proceeding against debtor under any applicable law, including without limitation, any bankruptcy, reorganization, readjustment-of-debt or rearrangement-of-debt, receivership, liquidation or insolvency law, until all Senior Debt is paid and Senior Creditor has no obligation to extend any loan or other credit to Debtor.

6. Amendments and Waivers. No provision of this Agreement may be modified or waived except by a written agreement signed by Senior Creditor. Senior Creditor shall continue to have all of its rights under this Agreement, even if it does not fully and promptly exercise them on all occasions.

7. Notices. Any notice or other communication that a party is required or permitted to give to the other under this Agreement shall be in writing and shall be considered given when either served personally or mailed with postage prepared to the address of the other party appearing on the first page of this Agreement or to any other address that the other party shall have designated by notice given to the first party in accordance with this paragraph.

8. Governing Law and Jurisdiction. This Agreement and the parties' rights and obligations under it shall be governed by and interpreted in accordance with the laws of the State of Michigan, with jurisdiction and venue in Shiawassee County, Michigan.

CITY OF OWOSSO

ATTEST:

BY: \_\_\_\_\_

Benjamin R. Frederick

ITS: Mayor

\_\_\_\_\_  
Amy Kirkland, City Clerk

MIDWEST BUSINESS CAPITAL,

HALL REAL ESTATE LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

\*\*\*\*\*

STATE O F MICHIGAN)

) ss.

COUNTY OF SHIAWASSEE)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Benjamin R. Frederick and Amy K. Kirkland, Mayor and Clerk of the City of Owosso, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_, Notary Public  
Shiawassee County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in Shiawassee County, Michigan

\*\*\*\*\*

STATE O F MICHIGAN)

) ss.

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_, on behalf of Midwest Business Capital.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

STATE OF MICHIGAN)  
 ) ss.  
 COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 2015, by \_\_\_\_\_, the \_\_\_\_\_, on behalf of Hall Real  
 Estate LLC.

\_\_\_\_\_, Notary Public  
 \_\_\_\_\_ County, Michigan  
 My commission expires: \_\_\_\_\_  
 Acting in \_\_\_\_\_ County, Michigan

PREPARED BY:  
 William C. Brown  
 Attorney at Law  
 114 East Main Street, Suite 218  
 Owosso, Michigan 48867  
 (989)729-0071





## MEMORANDUM

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

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DATE: April 2, 2015  
TO: City Council  
FROM: Susan Montenegro, Asst. City Manager/Dir. of Community Development  
SUBJECT: YMCA Splash Pad Maintenance Agreement at Bentley Park

### RECOMMENDATION:

Staff recommends approval of this agreement as it will provide daily monitoring of the water quality for the splash pad and help deter vandalism at Bentley Park.

### BACKGROUND:

The Splash Pad is a relatively new addition at Bentley Park. The YMCA approached the city about forming a partnership to provide a staff member to basically open and close the splash pad each day. Having someone at the park for roughly four hours each day will also help deter the vandalism the park has recently experienced.

Attached you will find a one (1) year agreement with the YMCA to provide water testing, cleaning of the splash pad, minor maintenance and cleaning of bathrooms at Bentley Park twice a day, seven days a week. The city will remain responsible for all major maintenance and repairs.

### FISCAL IMPACTS:

The cost to enter into this agreement will be approximately \$5,800.

Document originated by: Susan Montenegro

**RESOLUTION NO.**

**AUTHORIZING EXECUTION A RECREATION SERVICE AGREEMENT  
FOR SPLASH PAD MAINTENANCE AND BATHROOM MONITORING  
BETWEEN THE CITY OF OWOSSO, MICHIGAN AND THE SHIAWASSEE FAMILY YMCA**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, installed a splash pad at Bentley Park for public use and enjoyment; and

WHEREAS, vandalism has happened to the splash pad and bathrooms at Bentley Park; and

WHEREAS, the Shiawassee Family YMCA has asked to enter into agreement with the city of Owosso to provide basic maintenance to the splash pad and cleaning of the pavilion bathrooms twice daily.

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 contract with the Shiawassee Family YMCA to provide basic maintenance for the splash pad and bathrooms at Bentley Park.
- SECOND: The mayor and the city clerk of the city of Owosso are instructed and authorized to sign the attached contract between the city of Owosso and the Shiawassee Family YMCA.
- THIRD: The accounts payable department is authorized to pay the Shiawassee Family YMCA upon receipt of an invoice up to the contract amount of \$5,800.00.

### **YMCA SPLASH PAD MAINTENANCE AGREEMENT**

This Recreation Service Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the city of Owosso, a Michigan municipal corporation ("City") and the Shiawassee Family YMCA ("YMCA"), a non-profit community service organization which conducts youth recreation programs. This agreement shall run until December 31, 2015.

1. According to this agreement, the YMCA shall provide staff to maintain the property commonly known as Bentley Park splash pad and Bentley Park bathrooms. The YMCA shall provide staff seven days a week from 9-11 a.m. and 6-8 p.m. Times of day are subject to change as needed. City will provide major maintenance. The YMCA may use the splash pad as part of their summer recreation program.
2. The YMCA agrees to defend, indemnify and hold City harmless from any claim, loss, expense or damage to any person or property of a third party in or upon the said premises or any area allocated to the YMCA, arising out of the YMCA's use or occupancy of said premises, or any act or neglect of YMCA or its servants, employees or agents, or any change, alteration or improvement in the premises made by the YMCA.
3. City and YMCA agree to allocate duties and responsibilities for maintaining the premises as follows:
  - a. The City will be responsible for all major maintenance responsibilities associated with maintaining the physical facilities which are a part of Bentley Park splash pad including: (a) purchasing all chemicals and supplies for the splash pad; and (b) performing major repairs to the splash pad equipment.
  - b. The YMCA will be responsible for all minor maintenance responsibilities associated with use of the facilities including: (a) litter pickup; (b) sweeping of pavilion in the morning; (c) testing of water quality and chemical levels in the morning and evening; (d) power washing splash pad in the morning and evening to keep it free of debris; and (e) cleaning bathrooms twice daily. The YMCA will be allowed to store the power washer and other incidentals in the utility room at Bentley Park.
  - c. The YMCA shall provide an employee to perform above functions as well as administering and cleaning of the pavilion, restrooms and park area and monitoring. The YMCA will bill the City eleven (\$11.00) dollars an hour for this employee. The YMCA shall pay all fringe benefits and workman's compensation if applicable. The employee shall work no more than 29 hours per week.
4. YMCA shall not make permanent improvements or construct or install any structures on the premises without prior written approval of the City. If permanent improvements or structures are installed, they become part of the premises and remain thereon upon this agreement's termination.
5. The YMCA shall not assign this agreement.
6. The YMCA shall maintain, at its expense, insurance on the premises throughout the term of this agreement with the City as an additional insured. The insurance shall be with such companies, in such amounts and with such coverage as approved by the City.

IN WITNESS WHEREOF, we have set our hands and seals that day and year first above written:

For the YMCA:

SHIAWASSEE FAMILY YMCA

For the City:

CITY OF OWOSSO

By: \_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_  
Amy K. Kirkland  
Its: City Clerk

Approved as to substance:

\_\_\_\_\_  
Donald D. Crawford, City Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
William C. Brown, City Attorney

\_\_\_\_\_  
Date

Approved by city council: \_\_\_\_\_

### **HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Shiawassee Family Young Men's Christian Association agrees to defend, pay on behalf of, indemnify, and hold harmless, the City of Owosso, its elected and appointed officials, employees and volunteers, and others working on behalf of the City of Owosso against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Owosso by reason of personal injury, including bodily injury or death and/or property damage of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the YMCA Splash Pad Maintenance Agreement approved by Council on \_\_\_\_\_.

The person signing this document has the full authority and capacity to do so.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.



## *MEMORANDUM*

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

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DATE: For April 6, 2015 Council Agenda

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Professional Services Agreement with Orchard Hiltz & McCliment, Inc.  
(dba OHM Advisors) for development of an Asset Management Program for  
the Owosso Wastewater Collection System on a cost basis not to exceed \$466,355

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Since 2006 the City has contracted with OHM Advisors for consulting engineering services on our state mandated Sanitary Sewer Overflow Control Program under a compliance schedule that runs through 2017. Under that contract we worked with OHM in 2013 to submit a grant application for the new Michigan Department of Environmental Quality SAW grant program for the development of an Asset Management Program for the City's Wastewater Collection System. Last fall the City was awarded a grant for up to \$1,201,348 for grant eligible project expenses over a three year grant term. The grant will cover 100% of eligible project costs due the City's "disadvantaged community" status. Much of the work under the grant will be of great assistance in carrying out our Sanitary Sewer Overflow Control program and it is important that the same engineering consultant be responsible for coordinating these two programs for maximum efficiency and performance.

However, it is also necessary to be able to separately track these two program costs for documenting the task that are eligible for grant reimbursement and therefore we are recommending a separate engineering services agreement with OHM for the grant related services in the amount not to exceed \$466,355. The scope and breakdown of the engineering services is shown in the attached February 12, 2015 OHM submittal and directly reflects the 100% grant budget allocation for the engineering services.

**Staff recommends Council approval of the following resolution to approve the attached Engineering Services Agreement with OHM on a cost basis not to exceed a total contract amount of \$466,355.**

GMB  
Enc.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
DEVELOPMENT OF A SAW GRANT WASTEWATER ASSET MANAGEMENT PLAN  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, applied and received a SAW grant for \$1,201,348.00 to develop an asset management program, of which \$466,355.00 was allocated for professional engineering services; and

WHEREAS, Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors has the necessary personnel and facilities to provide the professional services needed to prepare the asset management plan; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for the 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 employ Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to provide the professional services needed to prepare the plan.

SECOND The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Agreement for Professional Engineering Services with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors in an amount not to exceed \$466,355.00.

THIRD: The above expenses shall be paid on a monthly cost basis following staff review not to exceed the total cumulative contract amount of \$466,355.00.

FOURTH: The above expenses shall be paid from the City Sewer Fund with reimbursement from the SAW grant.

## **EXHIBIT A TO RESOLUTION \_\_\_\_-2015**

### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

THIS IS AN AGREEMENT made on \_\_\_\_\_ between the city of Owosso, hereinafter referred to as the "owner," and Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors with its principal place of business at 34000 Plymouth Road, Livonia, Michigan 48150, hereinafter referred to as the "engineer."

WHEREAS, the owner intends to develop an asset management plan of Owosso's wastewater collection system, hereinafter referred to as the "project"; and

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

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

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

#### **SECTION I - DESCRIPTION OF SERVICES STATEMENT OF UNDERSTANDING**

##### **1.1 General**

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

1.1.2 The engineer agrees to adhere to general conditions listed in Exhibit B – General Conditions.

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

1.2.1 The engineer agrees to maintain insurance as specified in EXHIBIT 1 -- INSURANCE COVERAGES.

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

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

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



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

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

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

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

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

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

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

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

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

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;

- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

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

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

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

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

### **2.1 General**

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

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

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

## **SECTION III - GENERAL PROVISIONS**

### **3.1 General**

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

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

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause

(such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

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

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

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

Approved \_\_\_\_\_,  
Month Day Year

FOR THE ENGINEER:  
Orchard, Hiltz & McCliment, Inc. d/b/a OHM  
Advisors

FOR THE OWNER:  
City of Owosso, Michigan

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Executed: \_\_\_\_\_, 2015

Executed: \_\_\_\_\_, 2015

## **EXHIBIT 1**

### **INSURANCE COVERAGES**

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

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

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

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

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

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

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

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

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

I. The engineer shall submit valid certificates in form and substance satisfactory to the owner evidencing the effectiveness of the foregoing insurance policies and the required amendatory requirements to each such policy to the owner for the owner's approval before the engineer commences the rendition of any services hereunder.

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

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

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

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

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

**ADDENDUM 1 TO AN AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
WITH  
ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

This addendum is attached and made part of the agreement for professional engineering services dated **Month Day, Year** between the city of Owosso, Michigan (owner) and Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors (Engineer) providing for professional services.

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## SCOPE OF SERVICES - SAW GRANT WASTEWATER ASSET MANAGEMENT PLAN

### Task 1 – Asset Inventory Survey

Under this task, OHM Advisors (hereafter referred to as the ‘consultant’) will obtain additional information on the wastewater collection system, including information on pump stations. This information will be collected through field survey and evaluating existing record drawings. Specific work efforts include:

- a. Collect and review available GIS data on the collection system. Evaluate the existing GIS database for collection system and pump station components. Review all attribute tables and determine where additional variables may need to be added.
- b. Survey collection system components that are not currently part of the existing GIS database. This will likely include rim elevations and invert elevations to provide needed data for the hydraulic modeling efforts. This information will help to supplement the existing GIS mapping for the collection system. The level of effort for the survey component will be approximately 15 days of a two-person survey crew, based on the budget in the SAW Grant application.
- c. Review record drawings to verify pipe age and material. This is necessary for the deterioration forecasting in the Asset Management Plan. *While the grant application indicated this work to be primarily completed with City staff, it is understood the consultant may be requested to support.* If the consultant is asked to assist in the record drawing review, the available budget and number of staff-days available will be communicated to the City prior to initiating the effort.
- d. Inventory the City’s existing wastewater pump stations.
- e. Import all data collected in the above tasks into the City’s GIS. This will include survey data, record drawing information, pump station inventories, and other information collected during the inventory process. This includes attributes and fields necessary for future field inspection and work order generation. *While the grant application indicated this work to be primarily completed with City staff, it is understood that the consultant may be requested to support.* If the consultant is asked to assist in this effort, the available budget and number of staff-days available will be communicated to the City prior to initiating the effort.

### Task 2 – Condition Assessment

Under this task, the consultant will assess the condition of manholes (MACP inspections) and will conduct field inspections of the collection system to confirm key inflow/infiltration sources. Specific work efforts include:

- a. Complete a MACP-compliant inspection of approximately 60% of the City’s manholes (about 700 manholes). This effort will include interior imaging and GIS-based coding of manhole defects. This information will be imported into the City’s GIS.
- b. Evaluate pump station conditions, including pumps, wet well condition, and control systems. This will include a field review of pump station conditions (as observed from the surface), including interior (wet well) conditions, and the overall conditions of the controls. The City will provide information on the install date(s) of the pump stations.
- c. Perform a footing drain connection assessment. This will include a combined effort between the consultant and City staff. Based on building records, the City will determine which homes are most likely to contain connected footing drains. City/consultant staff will visit homes in the study area to ascertain which homes have footing drains connected to the sanitary sewer. This may include basement inspections, discussions with the property owner, and dye testing and CCTV verification (see subtask d below).
- d. As part of the footing drain connection assessment, the consultant will coordinate with the CCTV contractor selected to perform the general sewer cleaning/televising work (Task 5) to provide assistance with identifying flows from individual residential units so as to confirm which foundation drains discharge





to the sanitary sewer. This effort will only be performed if the cost and logistics are favorable and can be done within the SAW Grant budget. This will be determined during the bidding and contracting phase with the cleaning/CCTV contractor.

e. Transfer footing drain data to the City's GIS. This will be added to the parcel attribute table.

- Additional data collected at individual homes, based on City discretion, will also be added to the parcel attribute table (or attribute tables of corresponding utilities). This work, further described under Task 10, would not be attributable to the Wastewater AMP and therefore not grant-reimbursable. However, it is understood that 'piggybacking' these efforts on the Wastewater SAW effort will reduce overall costs to the City.

f. Prepare Asset Management Plan (AMP) report. This report will include a holistic evaluation of all wastewater collection system assets (excluding the WWTP) evaluated in preceding and subsequent tasks in this Work Plan. The AMP will include the following:

Import CCTV and MH inspection ratings into sanitary sewer GIS database. Use these ratings to establish a Risk of Failure variable to be assigned to each component.

- Work with City staff to determine appropriate characteristics to use to establish a Consequence of Failure variable. Characteristics may include: population served, roadway traffic impacted during system repair, potential for basement backup, etc.
- Using the Risk/Consequence factors, establish a priority ranking ("Criticality Index") to be used to develop a list of repair/replacement/rehab needs.
- Develop a Deterioration Forecasting Model based on current pipe condition, depth, material, and age. This will be used to forecast system repair/rehab/replacement needs.
- Provide recommendations for future (ongoing) system inspection needs, including CCTV and manhole inspections (i.e. total sewer length per year, based on a recommended system percentage).
- Prepare a written report that summarizes the asset evaluation. This report will provide the basis for system cost scenarios to be used in Task 7 (Rate Study)

### **Task 3 – Metering / Modeling**

Under this task, the consultant will determine a strategy for temporary flow metering. This will allow the consultant to develop hydrologic/hydraulic models of the wastewater collection system, thereby identifying hydraulic bottlenecks and future capital improvement needs. Specific work efforts include:

- a. Evaluate and confirm locations for flow meters. Meters will be placed in locations with known elevated wet weather flow response.
- b. Perform flow metering. This will consist of a temporary metering program with four (4) flow meters and 1 rain gauge. The City will use flow meter equipment owned by the City and will install the flow meters, download data, and maintain the meters using Force Account Labor.
- c. Evaluate flow meter data throughout the metering period to verify quality of data and to identify locations where meters may need to be moved or cleaned/repared.
- d. Perform nighttime flow monitoring to confirm areas where higher base flows are observed. This flow monitoring will be performed at the anticipated trough of the diurnal flow cycle.



- e. Perform hydrologic modeling of the collection system. Calibrate and validate meter data to achieve a best fit to observed conditions. Calculate flow rates for design event and recurrence interval flows.
- f. Evaluate the impacts of footing drain removal efforts (footing drain removal efforts to be conducted by the City, in parallel to the Asset Management Plan effort, as part of a separate program not funded by the SAW grant).
- g. Perform hydraulic modeling of the collection system using EPA SWMM. The hydraulic model will consist of collector sewers. Run the model against design event flow rates and determine where hydraulic surcharge is expected.

#### **Task 4 – AM / GIS Investments**

Under this task, the City will invest in hardware, software, and training to fulfill its goals to develop a robust Asset Management Plan. There are no consultant work efforts under this task.

#### **Task 5 – Cleaning and Televising (PACP)**

Under this task, the consultant will assist the City in procuring a televising/cleaning contractor to clean and inspect the condition of a portion of the City's wastewater collection system. This data will be extrapolated to the remainder of the system. Specific tasks include:

- a. Clean and televise approximately 230,000 – 240,000 lineal feet of the City's sanitary sewer. This represents about 60% - 65% of the collection system. The televising effort will focus only on those sewers that are older than 20 years and have not been televised or lined within the same time period. PACP methodology will be used for all televising. The consultant will coordinate directly with the cleaning/CCTV contractor to oversee the PACP coding during the first 1-2 weeks of sewer televising effort to ensure that the data will be compatible with the City's GIS and will be usable for the Asset Management Plan
- b. Contract administration for cleaning/CCTV contractor: preparation of RFP documents and specifications for sewer cleaning televising work, review of bids, and selection of contractor. This work will also consist of careful coordination with the contractor to ensure that PACP coding meets the exact standards needed to populate the City's GIS and to develop a criticality index for the Asset Management Plan component.
- c. Transfer PACP data to GIS. This task includes the quality control of contractor-provided PACP data and transfer of the data into the City's geodatabase. *While the grant application indicated this work to be primarily completed with City forces it is understood that the consultant may be requested to support.* If the consultant is asked to assist in the PACP data transfer, the available budget and number of staff-days available will be communicated to the City prior to initiating the effort. Other efforts include:
  - Testing the data to ensure compatibility with the criticality index and system prioritization tool (Asset Management Plan).
  - Training City field staff on the PACP coding and translating the data to effective field determination of lateral/defect locations.



### **Task 6 – Level of Service**

Under this task, the consultant will review appropriate Level of Service (LOS) goals with City staff and interested public representatives and prepare a Capital Improvement Plan based on the stated goals. Specific tasks include:

- a. Prepare for and attend up to two (2) City Council Work Sessions to discuss desired Levels of Service (LOS) for the wastewater collection system. These meetings will be used to discuss the cost-benefit of system rehabilitation and capital projects.
- b. Develop Capital Improvement Plan (CIP)
  - Using the data from the hydraulic modeling effort and the initial output from the Asset
  - Management Plan, develop a 5-10 year CIP to address the more critical projects. Prepare planning-level construction cost estimates.

### **Task 7 – PACP/MACP Training**

Under this task, the City will send three representatives to a PACP/MACP training class. There are no consultant efforts under this task.

### **Task 8 – Rate Study**

Under this task, the consultant will review the existing sewer revenue structure and plan for long-term sustainability of the sewer fund in the context of the Asset Management Plan. This task includes assistance from a financial consultant (Tom Traciak of Umbaugh & Associates) to perform a financial analysis for developing a strategic business plan designed to sustain the utility in the most efficient and cost-effective manner. Specific tasks include:

- a. Determine existing wastewater program expenditures (under existing O&M strategies and staffing levels).
  - The consultant will obtain and review historical audited and budgeted O & M information. This will include financial reports, 3 year audits, customer data, current rate structure, current and proposed budgets and fund balances.
- b. Develop a 10-year Cash Flow Analysis.
  - A cash balance policy will be developed so that a proper fund balance is maintained. This includes a lower and upper recommended limit.
- c. Prepare a Funding Structure Analysis.
  - Rates and charges will be reviewed and compared to the draft CIP program by the financial consultant to determine if there are sufficient revenues to cover expenses. This will include an analysis of replacement costs and adequacy of replacement cost funding reserves and practices.
  - Based on the information obtained, a “test year” will be developed that reflects baseline operating costs. The customer base will be reviewed, including the number of billable customers and volumetric sales. Verification will be performed by comparing the current rate structure to the “test year” revenue. A determination of anticipated changes to operating costs will be discussed with City staff.
  - Based on information provided by the City and by reviewing population trends, customer



base and O&M costs will be projected for the forecasted period. This includes any trending in cost as well as inflation. Existing debt will be evaluated and included in the forecast.

- The estimated annual asset investment cost will be separated into cash funding and debt financing. Options will be provided for debt financing including possibilities for state or federal grant and loans.

d. Develop a Long-Term Wastewater Rate Plan.

- Evaluate the revenue structure necessary to maintain an adequate Level of Service.
- If needed, rate modifications will be developed from the following potential scenarios: changes to ordinances, changes to future O&M needs, replacement reserves, debt service, future cash and financing asset investment, and maintenance of a recommended cash balance.

### **Task 9 – Grant Application and Grant Administration**

Under this task, the consultant will prepare a SAW Grant application. City staff will perform the grant administration tasks, including Requests for Disbursement, through the duration of the project. Specific tasks include:

- a. Develop the SAW Grant scope. This task includes meetings with City staff, evaluation of existing GIS data, study of existing wastewater system reports, and preparation of a Work Plan and estimated cost for the Asset Management Plan.
- b. Provide required documentation throughout the duration of the SAW Grant program. This will include quarterly reports, reimbursement requests, and documents necessary to close out the grant.

### **Task 10 – Non-participating Engineering Support**

Under this task, the consultant, as directed by City staff, will provide support for development of GIS attributes not affiliated with the sanitary sewer system, collect structural features of utility connections at individual properties, etc. otherwise defined as non-reimbursable by the SAW Grant program. This work will be performed on an as-requested basis and the hours billed to this task will be separated from the SAW-reimbursable items.

Examples of work efforts under this task may include, but are not necessarily limited to, the following:

- a. Creation of storm sewer layers / shapefiles in the City's GIS environment
- b. Enhancement of water system layers / shapefiles in the City's GIS environment
- c. Additional field survey to locate storm sewer and/or water system structures, valves, hydrants, outfalls, or other assets of interest
- d. Addition of GIS metadata to describe utility attributes at individual residential parcels, as collected during the footing drain connection inspection effort. Metadata could include:
  - Location/type of water meter
  - Curb box (water shutoff) location
  - Sanitary sewer cleanout/lateral location

As the level of effort for this task has not yet been confirmed, a budget allowance has been included with this contract.



### **ENGINEERING FEES**

OHM Advisors proposes to provide the outlined professional services for Tasks 1 through 9 on a time-and-materials basis, or not to exceed fee of \$416,355. OHM Advisors will track our efforts and eligible fees will be invoiced to the City for grant reimbursement. OHM Advisors will work with the City throughout the project to manage the individual task budgets so that the overall budget (including City force account effort and CCTV contracts) does not exceed the total eligible amount of \$1,201,348.

Task 10 efforts will be tracked separately for the purposes of certifying these efforts as not applicable to the SAW Grant. The same terms and conditions apply contractually as outlined in the previous paragraph but a separate budget allowance of \$50,000 is recommended.

Billing on this project will be based on OHM's Standard Rate Schedule, updated annually in January (2015 rates attached for your reference). Mileage, vehicles, fuel, equipment and reproduction costs are included in these hourly rates and will not be invoiced separately.

### **SCHEDULE**

OHM Advisors will complete the tasks in this agreement and will submit the Asset Management Plan to the MDEQ by late fourth quarter 2016.

### **APPROVAL AND ACCEPTANCE**

Approval and acceptance of this Scope of Services is effective upon the City's signature. CONSULTANT is authorized to begin performance upon its receipt of a copy of this document signed by CLIENT.

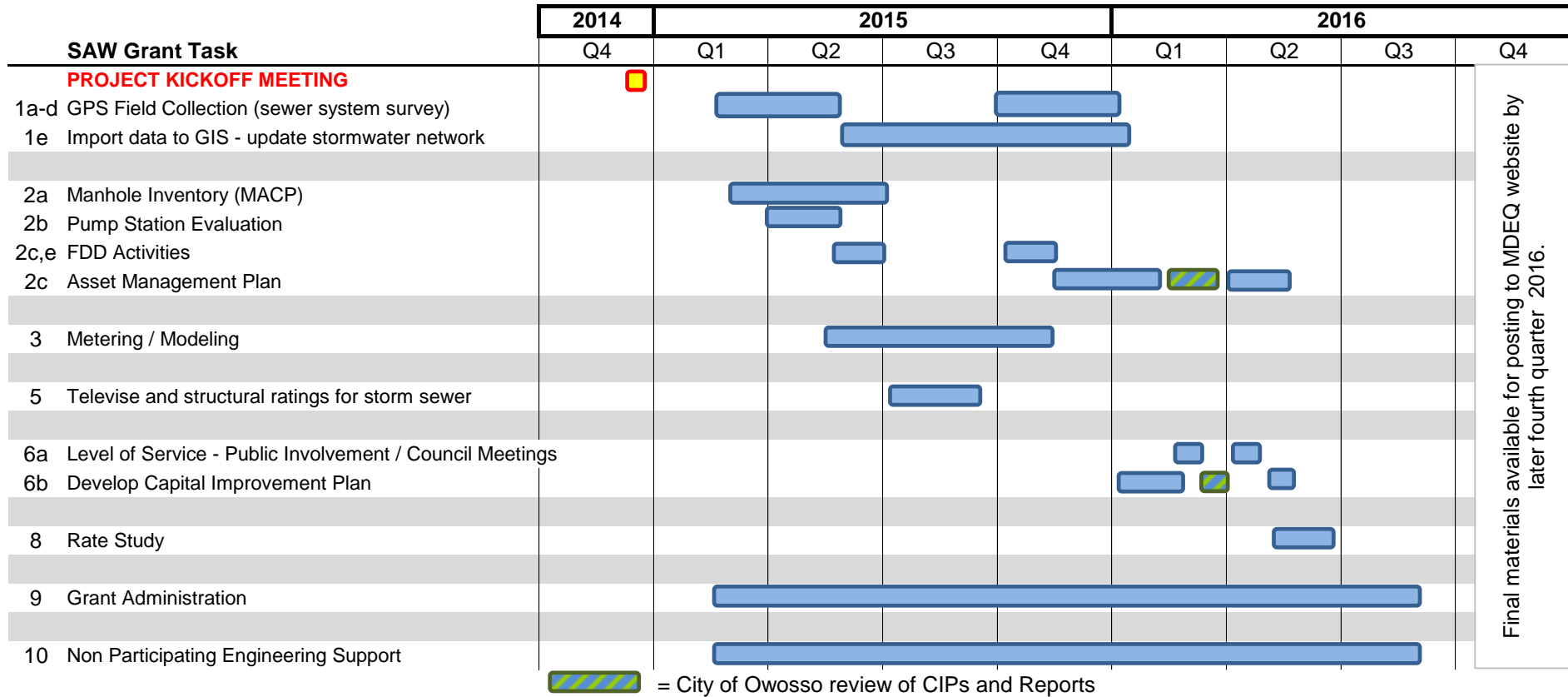
The effective date of this Scope of Services is \_\_\_\_\_, 2015.



### SAW Grant Fee Schedule By Task

	FEE
1 Asset Inventory Survey	\$30,000
2 Condition Assessment	\$155,000
3 Metering / Modeling	\$116,000
4 AM / GIS Investments	\$0
5 Cleaning and Televising (PACP)	\$40,000
6 Level of Service	\$26,355
7 PACP / MACP Training	\$0
8 Rate Study	\$41,000
9 Grant Application and Grant Administration	\$8,000
10 Non-participating Engineering Support	\$50,000
<b>TOTAL</b>	<b>\$466,355</b>

## Proposed SAW Grant Schedule City of Owosso



### 2015 HOURLY RATES SCHEDULE

Professional Engineer IV/Architect IV .....	\$ 155.00
Professional Engineer III/Architect III .....	\$ 135.00
Professional Engineer II/Architect II .....	\$ 125.00
Professional Engineer I/Architect I .....	\$ 112.00
Graduate Engineer III .....	\$ 115.00
Graduate Engineer II .....	\$ 108.00
Graduate Engineer I .....	\$ 100.00
Graduate Architect III/Landscape Architect III .....	\$ 108.00
Graduate Architect II/Landscape Architect II .....	\$ 88.00
Graduate Architect I/Landscape Architect I .....	\$ 78.00
Technician IV .....	\$ 110.00
Technician III .....	\$ 100.00
Technician II .....	\$ 87.00
Technician I .....	\$ 66.00
Engineering/Architectural Aide .....	\$ 52.00
Professional Surveyor III .....	\$ 140.00
Professional Surveyor II .....	\$ 125.00
Professional Surveyor I .....	\$ 110.00
Graduate Surveyor .....	\$ 100.00
Surveyor III .....	\$ 97.00
Surveyor II .....	\$ 90.00
Surveyor I .....	\$ 70.00
Surveyor Aide .....	\$ 52.00
Planner IV .....	\$ 135.00
Planner III .....	\$ 120.00
Planner II .....	\$ 100.00
Planner I .....	\$ 70.00
Planner Aide .....	\$ 52.00
Graphic Designer .....	\$ 100.00
Data Base Developer .....	\$ 175.00
IT Technician III .....	\$ 160.00
IT Technician II .....	\$ 140.00
IT Technician I .....	\$ 85.00
Administrative Support .....	\$ 55.00
Clerical Aide .....	\$ 45.00
Principal .....	\$ 180.00
Senior Associate .....	\$ 170.00
Associate .....	\$ 160.00
3-Man Survey Crew w/Equipment (Per Hr) .....	\$ 230.00
2-Man Survey Crew w/Equipment (Per Hr) .....	\$ 200.00
1-Man Survey w/Robotic Equipment (Per Hr) .....	\$ 160.00



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

Approved Month day, year

FOR THE ENGINEER:

Orchard, Hiltz & McCliment, Inc. d/b/a OHM  
Advisors

FOR THE OWNER:

City of Owosso, Michigan

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Executed: \_\_\_\_\_, 2015

Executed: \_\_\_\_\_, 2015



## MEMORANDUM

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

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DATE: April 6, 2015  
TO: Owosso City Council  
FROM: Mark A. Sedlak, Director of Public Services  
SUBJECT: Purchase of John Deere Commercial Mower and Deck

RECOMMENDATION: City staff recommends council approve the purchase of one John Deere Model 1550 TerrainCut Commercial Front Mower for \$15,160.12 and one 72SD Front Mower Deck in the amount of \$3,685.99 and approve payment up to the contract amount of \$18,846.11 to D & G Equipment, Inc.

BACKGROUND: The city of Owosso has a need for a mower and deck in order to maintain city wide property and to enforce the grass and weed ordinance. The city received a quote from D & G Equipment, Inc. utilizing the State of Michigan Contract #071B0200317 pricing for a John Deere 24.2 HP Commercial mower and a 72" mower deck.

FISCAL IMPACTS: Payment for this purchase shall come from account 661-901-972-000.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE PURCHASE OF  
ONE JOHN DEERE MODEL 1550 TERRAINCUT COMMERCIAL FRONT MOWER  
AND 72SD MOWER DECK  
FROM D & G EQUIPMENT, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Department of Public Services has a duty to maintain city property and enforce the grass and weed ordinance; and

WHEREAS, the City utilizes several pieces of equipment to perform this work and the time has come to replace certain pieces; and

WHEREAS, it is in the best interest of the City of Owosso to utilize State of Michigan Contract No. 071B0200317, held by D & G Equipment, Inc., for the purchase of one commercial mower and mower deck in the amount of \$18,846.11; and

WHEREAS, the City of Owosso may waive competitive bidding requirements in accordance with Section 2-345(3) of the Code of Ordinance of the City of Owosso, Michigan.

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 purchase one John Deere Model 1550 mower and Model 72SD mower deck via State of Michigan Contract No. 071B0200317.
- SECOND: City staff is instructed and authorized to carry out the purchase of the above named equipment from D & G Equipment, Inc. in the amount of \$18,846.11.
- THIRD: The accounts payable department is authorized to pay D & G Equipment, Inc. up to the contract amount upon satisfactory delivery of said equipment.
- FOURTH: The above expenses shall be paid from account number 661-901-972-000.



## MEMORANDUM

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

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DATE: April 6, 2015

TO: Owosso City Council

FROM: Mark A. Sedlak, Director of Public Services

SUBJECT: Purchase of John Deere Commercial Tractor with Cab

RECOMMENDATION: City staff recommends council approve the purchase of one John Deere Model 1575 TerrainCut commercial tractor with cab for \$30,364.24 and approve payment up to the contract amount of \$30,364.24 to D & G Equipment, Inc.

BACKGROUND: The city of Owosso has a need for a small tractor in order to maintain city property, particularly in the winter. The city received a quote from D & G Equipment, Inc., utilizing State of Michigan Contract #071B0200317 pricing, for a John Deere 37.4 HP commercial 4 wheel drive tractor with cab. This unit will be utilized in combination with an existing snow blower attachment to help clear sidewalks and parking areas of snow during the winter.

FISCAL IMPACTS: Payment for this purchase shall come from account 661-901-972-000.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE PURCHASE OF  
ONE JOHN DEERE MODEL 1575 TERRAINCUT COMMERCIAL TRACTOR WITH CAB  
FROM D & G EQUIPMENT INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Department of Public Services has a duty to maintain city property and keep public areas free of snow and ice in the winter; and

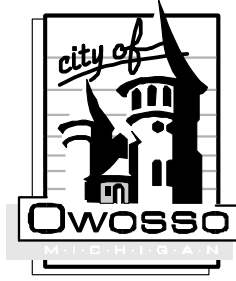
WHEREAS, the City utilizes several pieces of equipment to perform this work and the time has come to replace certain pieces; and

WHEREAS, it is in the best interest of the City of Owosso to utilize State of Michigan Contract No. 071B0200317, held by D & G Equipment, Inc., for the purchase of one 4-wheel drive commercial tractor with cab in the amount of \$30,364.24; and

WHEREAS, the City of Owosso may waive competitive bidding requirements in accordance with Section 2-345(3) of the Code of Ordinance of the City of Owosso, Michigan by utilizing an existing contract with another governmental unit.

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 John Deere Model 1575 tractor with cab from D & G Equipment, Inc. via State of Michigan Contract No. 071B0200317.
- SECOND: City staff is instructed and authorized to carry out the purchase of the above named equipment from D & G Equipment, Inc. in the amount of \$30,364.24.
- THIRD: The accounts payable department is authorized to pay D & G Equipment, Inc. up to the contract amount upon satisfactory delivery of said equipment.
- FOURTH: The above expenses shall be paid from account number 661-901-972-000.



## WARRANT 500

### April 1, 2015

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia utility fund payment- January - March 2015	Water	\$18,552.02
Owosso Charter Township	Owosso Charter township 2011 water agreement payment- January – March 2015	Water	\$ 8,725.12
Total			\$27,277.14



# MEMORANDUM

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301 W. MAIN, OWOSSO, MICHIGAN 48857-2958 • (517) 725-0540 • FAX 723-8854

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DATE: MARCH 25, 2015

TO: CITY COUNCIL MEMBERS

FROM: CHARLES P. RAU, BUILDING OFFICIAL

SUBJECT: LOT SPLIT APPLICATION – 440 ABBOTT STREET

LEGAL DESCRIPTION: Lot 6 Blk 1 A Crawfords Add  
PARCEL ID # 050-140-001-006-00

The attached lot split request, received on March 24, 2015 from Larry Sullivan and Rodger Watson, property owners, has been reviewed by each appropriate department head within the City of Owosso. The proposed split will conform to present city ordinances.

Therefore, approval by the City Council for this lot split is recommended.



## **Lot Split & Combination of Platted Lots**

Watson, Rodger & Pamela  
436 Abbott Street  
050-140-001-005-00

Watson/Sullivan  
440 Abbott  
050-140-001-006-00

Sullivan, Larry & Karyl  
446 Abbott Street  
050-104-001-007-00

### **Current Description - 436 Abbott St. - 050-140-001-005-00**

LOT 5 BLK 1 A CRAWFORDS ADD

### **Current Description - 440 Abbott St. - 050-140-001-006-00 – To Be Split**

LOT 6 BLK 1 A CRAWFORDS ADD

### **Current Description - 446 Abbott St. - 050-140-001-007-00**

LOT 7 BLK 1 A CRAWFORDS ADD

### **New Description After Split - 436 Abbott St. - 050-140-001-005-00**

LOT 5 & W 24' LOT 6, BLK 1, A CRAWFORDS ADD

### **New Description After Split - 446 Abbott St. - 050-140-001-007-00**

LOT 7 & E 42' LOT 6, BLK 1, A CRAWFORDS ADD

CITY OF OWOSSO  
DIVISION OF PLATTED CITY LOTS  
DEPARTMENTAL REVIEW

PLEASE ROUTE THIS APPLICATION IN THE FOLLOWING SEQUENCE AND RETURN TO THE BUILDING DEPARTMENT AS SOON AS POSSIBLE.

INITIAL REVIEW BY BUILDING OFFICIAL CHARLES P. RAU

COMMENTS Need a 5 foot side yard setback for the garage.

\*\*\*ASSESSING: LARRY COOK

RECOMMEND APPROVAL ☒ DENIAL ☐  
WRITE NEW DESCRIPTIONS  
AT THE END OF YEAR, CHECK WITH COUNTY FOR  
DELINQUENT TAXES: PAID ☐ UNPAID ☐

COMMENTS - See Attached New Descriptions -  
- Split will not be on the roll until 2016

\*\*\*COMMUNITY DEVELOPMENT - Sue

RECOMMEND APPROVAL ☒ DENIAL ☐

COMMENTS meets all requirements and will add value to property

\*\*\*PUBLIC UTILITIES: GARY BURK

*Gary M. Burk*

RECOMMEND APPROVAL ☒ DENIAL ☐

COMMENTS \_\_\_\_\_

\*\*\*ENGINEERING: - Public Works - Mark

RECOMMEND APPROVAL ☒ DENIAL ☐

COMMENTS I SEE NO ISSUES

RETURN TO BUILDING OFFICIAL FOR WRITTEN RECOMMENDATION OR DENIAL

RETURN ALL MATERIALS TO MARTY STINSON

SEND COPY OF APPLICATION TO APPLICANT WITH DATE OF COUNCIL MEETING

PREPARE MEMO AND COPY (15) FOR COUNCIL MEETING; SUBMIT TO CLERK'S OFFICE

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY APPLICANT WITH COPY OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, NOTIFY ASSESSOR WITH ORIGINAL OF COMPLETED APPLICATION.

AFTER COUNCIL APPROVAL OR DENIAL, COPY TO BLDG FILE

3-25  
3-25

3-25

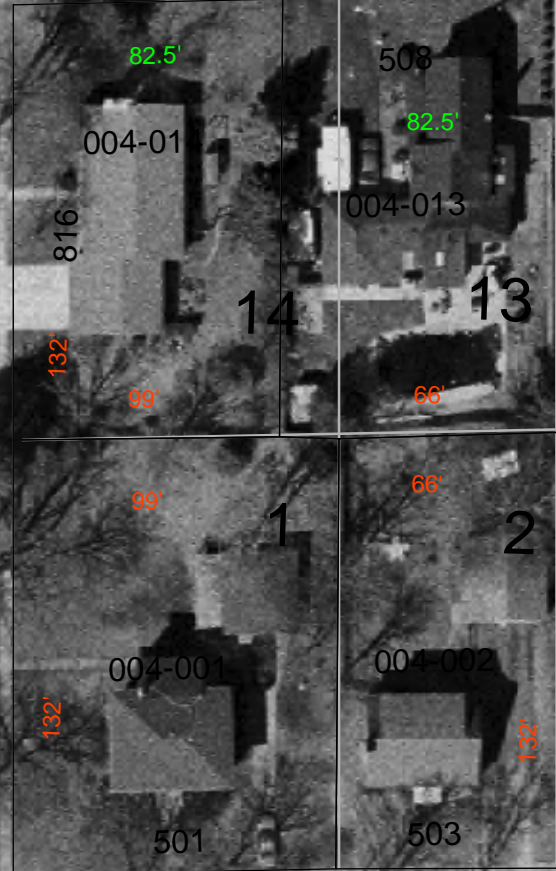




ST.



SUMMIT ST.



ABBOTT ST.





Rec'd 03/24/19 CM

PARCEL ID # 78-050-

CITY OF OWOSSO  
APPLICATION TO DIVIDE  
PLATTED CITY LOTS

The State of Michigan Land Division Act and City of Owosso Subdivision Regulations prohibit the division of platted City lots without prior approval of the City Council. Attached to this application you should find a copy of Section 30-5 of the Owosso City Code describing the conditions that must be met to have division of platted lots permitted. If a copy of the Section 30-5 does not accompany this application, please request one from the office of the City Clerk or Building Department, phone 989-725-0540.

\*\*\*\*\*

INSTRUCTIONS

PLEASE FILL OUT THIS APPLICATION COMPLETELY (EXCEPT FOR CITY STAFF PORTION AT BOTTOM) AND ATTACH ALL DOCUMENTATION REQUESTED ON THIS APPLICATION TO AVOID DELAY IN HAVING THE CITY COUNCIL REVIEW YOUR REQUEST.

ATTACH THE RESULTING DESCRIPTIONS OF ALL PROPERTIES AFFECTED BY THIS DIVISION.

ATTACH THE RESULTING PLOT PLAN OF ALL PROPERTIES AFFECTED BY THIS DIVISION. INCLUDE DIMENSIONS OF RESULTING LOTS, LOCATION OF ALL PUBLIC RIGHT-OF-WAYS, LOCATION OF ALL EASEMENTS, LOCATION OF ALL BUILDINGS ON THE PROPERTIES AND THE BUILDING DISTANCES FROM PROPERTY LINES. YOU MAY BE REQUIRED TO PROVIDE A PROFESSIONAL SURVEY OF THE RESULTING LOTS IF DEEMED NECESSARY BY THE ZONING ADMINISTRATOR.

ALL DELINQUENT TAXES MUST BE PAID ON ANY PARCEL BEFORE  
THE DESCRIPTION OF THE PARCEL CAN BE CHANGED.

\*\*\*\*\*

Address of lot to be split 440 Abbott St Date 3-24-18

Name of applicant Larry Sullivan - Rodger Watson Phone ( 989 ) 523 6493

Address of applicant 446 Abbott St

Applicant's relationship to property: ☒ Buyer ☐ Seller ☐ Representing buyer or seller

☐ Other (explain) \_\_\_\_\_

I (We) hereby request that the Owosso City Council approve the division of the platted lot(s) as specified in the description(s) attached hereto. The division of this lot(s) is proposed for the following reasons:

We had a problem rental house at 440 Abbott St in our neighborhood. Constant traffic, loud music all hours of the night. Owosso Police department was there several times. Whole neighborhood was tired of all the problems there. House came up for sale and we bought house to tear down, split the lots to improve our neighborhood and to eliminate the problem.

Signed Larry Sullivan  
Rodger Watson

\*\*\*\*\*

CITY STAFF TO COMPLETE BELOW

ZONING REVIEW: ZONING \_\_\_\_\_ ☐ RECOMMEND APPROVAL ☐ RECOMMEND DENIAL

EXPLANATION OF RECOMMENDATION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE SET FOR CITY COUNCIL REVIEW \_\_\_\_\_ NOTICE SENT TO APPLICANT \_\_\_\_\_

CITY COUNCIL ACTION: ☐ APPROVED AS SUBMITTED ☐ DENIED ☐ APPROVED WITH ATTACHED CONDITIONS

RESULTS SENT TO APPLICANT \_\_\_\_\_

# **CITY OF OWOSSO LOT SPLIT ORDINANCE**

Sec. 30-5. Article I, Chapter 30 of the Code of the City of Owosso states...

The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form.

City Ordinance. No. 456, of 12-19-88

**NEW DESCRIPTION:**

K 66'x		
R		Balance goes To horse on east
Watson	L	side Larry Sullivan
133	Sullivan	new lot line 3' east of garage
Garage		Garage goes To Rodger Watson
		horse on west side

**ASSESSOR'S DESCRIPTION:**

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## MEMORANDUM

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

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**DATE:** April 2, 2015  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Ronald J. Tobey, City Treasurer  
**SUBJECT:** Unpaid Utility Billings to be Transferred to Taxes

### RECOMMENDATION:

The Water Department asks that Council please review the list and, if acceptable, approve publication of Notice of Collection by the Clerk's Office.

### BACKGROUND:

In accordance with the Charter, this time each year the Water Department prepares a listing of unpaid water/sewer bills that could be transferred to taxes. The unpaid bill listing is primarily made up of unpaid past due, final water bills, but can include active uncollectible bills from the previous year.

A letter explaining the collection procedure has been sent to each owner along with a copy of the original billing. Any billing that remains unpaid after April 30, 2015 will be added to the 2015 summer real property tax bill with an additional 10% penalty.

I have also attached an email from our front desk receptionist Andrea Smith detailing a few select accounts that might be protested. Three of the noted accounts are included on the list despite having paperwork on file directing any unpaid charges be filed against the tenant and not the property owner. As you will recall, State law allows tenants and landlords to enter into an agreement to prevent the landlord from being held responsible for the unpaid utility charges of their tenants, but only when certain requirements are fulfilled. The noted accounts did not follow the terms of the law effectively nulling the terms of the agreement and allowing the City to collect the charges from the property owner. The other noted account involves a gentleman that refuses to pay late fees accrued by his account the details of which are included in the email.

If you have any questions, please direct them to Gary Burk or myself.

### FISCAL IMPACTS:

Theoretically there would be no fiscal impacts as the unpaid charges are transferred to taxes, though in actuality we do experience some losses. As with special assessments for demolition or clean-up costs unpaid utilities liens could potentially fall victim to the tax sale process if the property goes into tax foreclosure, but the chances of this are small.

Document originated by: Amy K. Kirkland, City Clerk

**From:** [Andrea K. Smith](#)  
**To:** [Amy K. Kirkland](#)  
**Subject:** Util to Tax Info  
**Date:** Wednesday, April 01, 2015 11:27:58 AM

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830 S Saginaw looks like the Morel trust purchased the property in May of last year and the tenant was shut off for non-payment in June. The trust has a POA with an Edward Rigdon as caretaker of the rental property.

The other address is 1438 W Main St, owner is Jeffrey Daniels the account is under a Courtney Matznick she was also shut off for non-payment. According to the Attorney General statement they are required to give us a 20 day notice before any cancelation or termination of the lease.

1001 Dingwall Dr, owner is Greg Dean account under Diana Kanan she did not give the 20 day notice before moving out. Called and had account disconnected same day.

You may also have a problem with Karl Adler 404 N Dewey. This customer has had a long history with me and refuses to pay any penalties his account acquires. I have all the documentation including a letter Ron sent him indicating he owed the original penalty. At this point he has a particular service line that cannot be shut off (it feeds his neighbor as well). He is aware of this so continues to send letters stating he will not pay the penalty balance. At this point I did send him a notice saying if he didn't pay the balance it would be transferred to taxes.

This should be it, I don't foresee any other problems. Thanks.

Andrea Smith  
Water Billing and Treasury Department  
City of Owosso

Phone: (989)725-0599  
Email: [andrea.smith@ci.owosso.mi.us](mailto:andrea.smith@ci.owosso.mi.us)



PROPERTY OWNER	SERVICE ADDRESS	TAX NUMBER	AMOUNT	AMOUNT + 10%
WELLS FARGO BANK	811 ABREY	010-026-003	\$161.96	\$178.16
REYNOLD BATTEEN JR	620 ALGER	010-017-033	\$204.50	\$224.95
CROWE PROPERTIES LLC	623.5 ALGER	010-016-010	\$12.26	\$13.49
CAROL BERTHUME-CASTLE	648 ALGER	010-017-041	\$133.46	\$146.81
EDWARD THOMAS	848 ALGER	010-002-026	\$55.06	\$60.57
ANN FELKER	1304 ALLENDALE	010-030-010	\$95.70	\$105.27
ERIC WHITE	925 S BALL	651-039-008	\$48.27	\$53.10
CHARLOTTE KIRK	1181 BEECH	751-000-073	\$200.24	\$220.26
BENJAMIN BURGESS	1102 BEEHLER	660-007-014	\$17.96	\$19.76
JPMORGAN CHASE BANK	710 BROADWAY	420-007-023	\$1,047.68	\$1,152.45
CASEY RANKIN	755 BROADWAY	420-011-015	\$129.80	\$142.78
JPMORGAN CHASE BANK	1321 CARR	602-031-006	\$78.33	\$86.16
K-BAN INC	214 CASS	651-007-004	\$245.40	\$269.94
JEFF OGLE	313 CASS	651-010-006	\$29.74	\$32.71
ANTHONY JELINEK	315 CASS	651-010-003	\$82.12	\$90.33
ROBERT KADLEC	202 N CEDAR	660-012-019	\$87.06	\$95.77
JAMES PARK	203 N CEDAR	660-011-005	\$175.64	\$193.20
CROWE PROPERTIES LLC	1313 S CEDAR	270-000-024	\$25.20	\$27.72
GRACER ENTERPRIZES, LLC	429 N CHIPMAN	537-000-027	\$19.57	\$21.53
ROBERT & BETTY OSBORNE	539 N CHIPMAN	720-000-001	\$95.18	\$104.70
JACQUELINE JONES	325 S CHIPMAN	100-002-011	\$217.67	\$239.44
JOAN NORTON	622 S CHIPMAN	113-008-021	\$55.65	\$61.22
RANDALL & COLLEEN WHALEN	1003 S CHIPMAN	114-001-019	\$98.40	\$108.24
DJ MILLER INVESTMENTS	618 CLINTON	660-019-005	\$117.94	\$129.73
PAUL & ALISA PETERS	726 CLINTON	660-018-011	\$218.54	\$240.39
DEBRA VANHORN	839 E COMSTOCK	580-000-077	\$1,159.46	\$1,275.41
JACK OTT	302 CORUNNA	651-022-005	\$49.40	\$54.34
EDWARD THOMAS	522 CORUNNA	420-001-005	\$16.31	\$17.94
EDWARD THOMAS	522 CORUNNA	420-001-005	\$91.47	\$100.62
DARLENE GWILT	902 CORUNNA	011-020-001	\$93.33	\$102.66
KARL ADLER	404 N DEWEY	410-003-019	\$41.39	\$45.53
TRACI CRAVEN	1001 DINGWALL	440-000-014	\$17.90	\$19.69
LARRY MCCULLY	725 DIVISION ST	420-005-007	\$174.63	\$192.09
LARRY MCCULLY	725 DIVISION ST	420-005-007	\$148.28	\$163.11
JOAN NORTON	804 DIVISION ST	652-008-002	\$77.86	\$85.65
CROWE PROPERTIES LLC	117 ELLIOT	090-001-002	\$31.24	\$34.36
DANIEL MULLIN	432 E EXCHANGE	666-000-016	\$1,050.20	\$1,155.22
NAPIER FAMILY TRUST	700 E EXCHANGE	112-000-015	\$144.45	\$158.90
123 PROPERTIES LLC	513 FLETCHER	673-004-002	\$172.24	\$189.46
JEANETTE PARKER TRUST	1025 FLETCHER	113-002-016	\$197.94	\$217.73
DAVID MILLER	1224 FREDERICK	602-008-012	\$21.24	\$23.36
THEODORE BOWERS	1616 FREDERICK	602-012-010	\$92.54	\$101.79
TERRY BLANCHETT	307 GENESEE	651-006-010	\$123.42	\$135.76
TERRY BLANCHETT	307 GENESEE	651-006-010	\$151.43	\$166.57
JOAN NORTON	325 GILBERT	410-003-011	\$72.93	\$80.22
DENNIS HUNT	651 GLENWOOD	010-015-005	\$31.00	\$34.10
DAREN SVARC	201 GOODHUE	240-003-001	\$66.98	\$73.68
SIMPLEX PROPERTIES	208 GOODHUE	470-031-009	\$83.70	\$92.07
123 PROPERTIES LLC	401 GRACE	115-003-014	\$122.10	\$134.31
DAVID VINCENT	612 GRACE	070-003-015	\$229.52	\$252.47
JASON TOMPA	735 GRACE	270-000-001	\$97.30	\$107.03
JEFFERY PELTIER	723 GRAND	420-006-006	\$31.73	\$34.90
CROWE PROPERTIES LLC	915 GRAND	340-002-005	\$26.06	\$28.67
JEROLD MORRIS	312 GREEN	651-006-019	\$90.84	\$99.92
WILLIAM SPENCER	425 HAMBLIN	430-000-002	\$302.42	\$332.66

PROPERTY OWNER	SERVICE ADDRESS	TAX NUMBER	AMOUNT	AMOUNT + 10%
DANIEL BRAYSHAW	526 HARRISON	010-024-009	\$288.16	\$316.98
HSB PROPERTIES LLC	416 N HICKORY	260-000-003	\$57.06	\$62.77
CARY O'DRISCOLL	735 N HICKORY	610-001-009	\$385.16	\$423.68
JON SPEERS	1309 N HICKORY	320-000-111	\$143.95	\$158.35
JON SPEERS	1309 N HICKORY	320-000-111	\$122.56	\$134.82
LEPLEY, ROBERT & CORY	212 S HOWELL	660-023-028	\$30.90	\$33.99
BEVERLY BUTCHER	423 HURON	680-004-005	\$171.97	\$189.17
GEORGE ARDELEAN	821 ISHAM	602-004-007	\$198.68	\$218.55
AMANDA BUKOVICK	814 E KING	111-001-020	\$223.28	\$245.61
KEVIN ONDRUS	214 N LANSING	660-011-010	\$224.46	\$246.91
BENJAMIN BURGESS	213 S LANSING	050-000-032	\$374.12	\$411.53
123 PROPERTIES LLC	640 LINCOLN	010-015-028	\$58.40	\$64.24
ALAN LANGDON	1014 LYNN	621-001-004	\$70.83	\$77.91
EQUITY TRUST CO	1426 LYNN	546-000-005	\$153.36	\$168.70
LISA REAM	432 S LYON	113-005-010	\$20.06	\$22.07
CHRISTOPHER MCCALL	818 S LYON	622-005-003	\$29.09	\$32.00
RUTH RODMAN	824 E MAIN	580-000-069	\$164.10	\$180.51
SHIRLEY BASS	826 E MAIN	580-000-070	\$136.18	\$149.80
JOSHUA NEVADOMSKI	1404 W MAIN	090-001-001	\$156.22	\$171.84
JEFFREY DANIELS	1438 W MAIN	090-001-012	\$156.14	\$171.75
DAVID MILLER	727 E MASON	410-002-006	\$142.11	\$156.32
KENDRA FULLER	824 MICHIGAN	601-000-021	\$103.26	\$113.59
BEATRICE FEENY	214 N OAK	668-000-044	\$70.00	\$77.00
TROY & STEPHANIE CHAPMAN	215 OAKWOOD	580-000-093	\$123.86	\$136.25
LACY WHALEY	308 OAKWOOD	580-000-053	\$55.49	\$61.04
GERALDINE WEBSTER	320 OAKWOOD	580-000-055	\$160.88	\$176.97
HENRY FAMILY LLC	1307 W OLIVER	537-000-029	\$94.40	\$103.84
JOHN BROWN	514 S PARK	651-020-009	\$289.52	\$318.47
CRAIG THORNTON	1244 PEARCE	270-000-044	\$33.42	\$36.76
SIMPLEX PROPERTIES	520 PINE	250-000-048	\$687.31	\$756.04
WELLS FARGO BANK	613 RYAN	673-006-005	\$85.28	\$93.81
RAYMOND & ANNJOLIE COHOON	800 RYAN	113-002-030	\$177.23	\$194.95
DARNELL CHAPMAN	523 N SAGINAW	470-031-007	\$178.28	\$196.11
MR REAL PROPERTIES	906 S SAGINAW	652-010-003	\$293.48	\$322.83
LAVERNE MOREL	830 S SAGINAW	652-007-007	\$101.84	\$112.02
ROBERT DERSA II	1236 S SHIAWASSEE	547-000-009	\$165.94	\$182.53
DOROTHY BAILEY	321 STATE	621-002-006	\$137.27	\$151.00
LESTER HAMILTON	821 STATE	114-002-004	\$93.17	\$102.49
MATTHEW UNDERWOOD	1116 STATE	114-003-010	\$1,384.76	\$1,523.24
GARY TAYLOR	1307 STATE	040-000-026	\$727.87	\$800.66
JAMES STECHSCHULTE	433 W STEWART	115-001-002	\$44.08	\$48.49
NICHOLAS ZELENKA	910 W STEWART	113-001-020	\$193.40	\$212.74
WILLIAM NIELSEN	659 N WASHINGTON	470-033-012	\$11.50	\$12.65
FRED HERRING	604 S WASHINGTON	651-025-002	\$80.98	\$89.08
THOMAS EDWARDS	617 N WATER	470-035-009	\$325.22	\$357.74
SIMPLEX PROPERTIES	647 N WATER	470-035-004	\$232.70	\$255.97
SAMATHA MARTIN	309 E WILLIAMS	470-008-011	\$129.14	\$142.05
SAMATHA MARTIN	309 E WILLIAMS	470-008-011	\$20.07	\$22.08
RICHARD MASON	621 WOODLAWN	010-017-024	\$69.66	\$76.63



## MEMORANDUM

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

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**DATE:** April 2, 2015  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Amy K. Kirkland, City Clerk  
**SUBJECT:** Design Standards Ordinance Review

**RECOMMENDATION:**

No recommendation.

**BACKGROUND:**

In August of 2013 the Council authorized an amendment to the Zoning Ordinance to “promote higher quality structures and higher standards for aesthetics in relation to fences, commercial development, and new residential development.”

Council has requested a review of this ordinance and as such I have attached a copy of the ordinance in question.

**FISCAL IMPACTS:**

There are no direct fiscal impacts.

**ORDINANCE AMENDMENT – DESIGN STANDARDS**

Assistant City Manager Zettel gave a brief description of each part of the proposed ordinance as follows:

Fences & hedges – This portion of the ordinance simply passes forward much of what is already on the books, the big change involves limits on the types of materials that can be used to construct a fence. The provision prohibiting chain link fence in front yards was removed by the Planning Commission after it was remanded by Council for further revision.

Commercial mechanical equipment – This portion applies to new installations on commercial structures or new commercial construction and provides rules for the location of certain equipment as well as screening requirements.

Commercial design – This section applies to new builds only and would require durable materials and architectural variety in new commercial structures. The intent being to create long lasting attractive structures and avoid the cheap steel buildings that deteriorate quickly with time. It was also noted that the Planning Commission would serve as a relief valve for this provision allowing the consideration of extenuating circumstances and potentially waiving or modifying the requirements based on individual situations.

Residential design – The intent of this section is to ensure that new construction, including in-fill housing, emulates the character of the neighborhood. It also establishes requirements for outdoor storage in an effort to prevent blight.

Assistant City Manager Zettel went on to say that all of the proposed changes are designed to allow for administrative approval of a majority of projects, simplifying the process. Those projects that do not meet the established requirements can be evaluated by the Planning Commission and the Commission has the authority to waive or alter the requirements on an individual basis. He further noted the Planning Commission has worked diligently to revamp the proposed ordinance and supports their approval.

A Public Hearing was conducted to hear citizen comment regarding the proposed amendment to Chapter 38, Zoning, to promote higher quality structures and higher standards for aesthetics in relation to fences, commercial development, and new residential development.

The following people commented regarding the proposed ordinance amendment:

Tom Manke, business owner at 118 South Washington Street, said that he has heard from numerous residents that are against the proposed regulations. He said he was under the impression that Council didn't want to regulate what people have in their yards and he felt the Planning Commission was trying to push its ideals on the residents of the City. He said he felt people were going to move to the townships because they didn't want to deal with the regulations in the City.

Mike Cline, 621 Wright Avenue, said that when people purchase a home they have visions of what they want in their yard and the new regulations would infringe on that. He asked how the new regulations would be enforced. He said the City should stop nickel and diming people on water and telling them how their yard should look.

Lynn Lewis, 202 North Dewey Street, said she is comfortable with the Council passing safety provisions but the height of the hedges in her back yard are not a safety concern and shouldn't be regulated by Council. She asked that Council use common sense and not put in place regulations that cannot be upheld. She said she loves the privacy the hedges in her back yard provide.

Dan Harrow, 432 East Mason Street, said that he had gone through the ordinance at the Planning Commission level and he continued to be concerned about the provision requiring a garage be attached to new houses. He said he didn't have a problem with the rest of the ordinance as long as current features would be grandfathered in. He encouraged Council not to overstep their bounds and regulate things they don't need to.

Mike Espich, 1124 Ada Street, said he has a very old home with pine trees in his front yard and a barberry hedge along both sides. He said the trees and hedges were there when he purchased his house in 1986 and he wanted clarification that he would not be required to take them down.

Dave Chrenka, 1997 North Ruess Road, owner of rental property in the city, wanted clarification on the requirements for roof air conditioning units. He also asked if he would be required to cut down the hedges in the front yard of his property here in town because they were not at least 19 feet from the right of way. Mr. Zettel indicated that the replacement of existing commercial air conditioning units would not trigger the screening requirement, it would only affect new commercial installations.

Prior to the meeting an anonymous phone message was received from a resident on Water Street saying he objected to the proposed regulations establishing the height of fences. He said he put up a privacy fence to resolve an issue with a neighbor, he wants his privacy and does not want people to be able to see into his yard. He also pointed out the privacy of those with hot tubs may be compromised by requiring lower fences and hedges.

Mr. Zettel sought to clarify the intent of the proposed ordinance saying there were no requirements that people change what they already have other than to maintain clear vision areas. Enforcement would be based on a complaint basis and the proposed ordinance would become the measure for resolving those complaints.

Mayor Frederick pointed out that much of what the proposed ordinance entails mirrors what is already on the books. He said that as he saw things it all came back to safety and providing regulations that could be enforced if necessary. He did express his concern with the provision regarding in-fill housing saying he didn't like the square footage requirements. He also wasn't a fan of the language on home expansions that would require any expansion to fit the character of the neighborhood. He said he saw a need for some of the measures but not all of them.

Mr. Zettel again pointed out that the proposed ordinance seeks to create a two-tiered system. The first tier would allow administrators to approve site plans. If a site plan does not conform to the written requirements then it would proceed to the second tier, and the Planning Commission would make a determination based on the individual circumstances.

Councilperson Cook inquired whether manufactured housing would be prohibited under the proposed ordinance. Staff indicated it would not. He asked if it would limit the height of fences and hedges in rear yards. Staff indicated that no limit would apply unless the hedges presented a safety concern.

Councilperson Cook went on to say that prior to moving back to Owosso he had the opportunity to serve on a national commission examining housing development regulations around the country and based on that experience as well as his experience on the Planning Commission and City Council he said he felt the City of Owosso had much less regulation than most and he was confident that the City would be able to balance the public and private issues at hand.

Motion by Councilperson Cook to approve the ordinance amendment as proposed.

Motion supported by Councilperson Bailey.

Councilperson Fox sought clarification on a couple of issues. He was concerned that some small lots would not have enough room for a garage.

Councilperson Bailey called the question.

Motion by Councilperson Bailey fails for lack of support.

Councilperson Erfourth spoke of the things he would like to see changed in the ordinance including increasing the height of hedges in rear and side yards to 8 feet, allowing fences to cross property lines if

the adjoining property owners agree to allow it, removing many of the specific terms from the list of acceptable commercial building materials to make it more permissive, striking the requirement that in-fill housing be similar in nature to those around it to allow for the possibility of completely unique structures, and he felt the language on building materials should be changed to require that materials “meet or exceed” the quality of that listed.

Councilperson Cook said that while he appreciated their concerns that he felt there was a lot of “what if” thinking going into their objections. He said that he hasn’t seen a lot of people stymied when making improvements, especially if the City errs on the side of being more permissive.

Mayor Pro-Tem Popovitch noted the Planning Commission had worked very hard on the proposed ordinances and that the basis for the amendments were the results of the city-wide survey that was conducted a few years ago. She said that time and time again the survey indicated that people wanted to see an improvement in the housing stock in town. She went on to say that many, many residents had their hand in this ordinance in the idea that the city-wide survey inspired the Master Plan, which in itself was a collaborative effort, and the Master Plan in turn inspired the ordinance amendment before Council now. She said the intent was simply to set some minimum standards.

Councilperson Fox indicated he had served on the Planning Commission as well and that it was not easy to develop the perfect ordinance. He said he would feel better if some of Councilperson Erfourth’s changes were incorporated into the language or the amendment was sent back to the Planning Commission. Mayor Frederick indicated he wanted to act on the ordinance tonight, even if it meant pulling some sections for further work. Councilperson Cook said things could always be improved, but suggested they put it into practice and have the Planning Commission revisit it in a year to determine if anything needed to be changed. He urged the group to move forward and not keep the amendment in limbo forever.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Councilperson Cook that the following ordinance be adopted:

#### **ORDINANCE NO. 745**

##### **CITY OF OWOSSO AMENDMENT TO CHAPTER 38, ZONING OF THE CODE OF ORDINANCES**

##### **TO PROMOTE HIGHER QUALITY STRUCTURES AND HIGHER STANDARDS FOR AESTHETICS IN RELATION TO FENCES, COMMERCIAL DEVELOPMENT, AND NEW RESIDENTIAL DEVELOPMENT**

WHEREAS, the City of Owosso completed a master plan in 2012; and

WHEREAS, the master plan indicates that zoning changes should be pursued to modernize the city code, specifically included new design standards; and

WHEREAS, the planning commission has held a public hearing on this proposed amendment and finds the changes to meet the guidelines of the master plan.

NOW THEREFORE, BE IT RESOLVED, THE CITY OF OWOSSO ORDAINS that Chapter 38, Zoning, of the City of Owosso city code be amended as follows:

SECTION 1. REPEAL. That the Code of Ordinances of the City of Owosso, Michigan, is hereby amended by repealing Section 38-393, Fences, walls, or screens.

SECTION 2. NAME. The amended Ordinance shall be known and cited under the existing section of “General Provisions.”

SECTION 3. REPLACE. That the new Section 38-393, which reads as follows, shall replace the previously repealed section:

**Section 38-393. - Fences and hedges.**

- (a) A fence is defined as any partition, structure or gate that is erected as a dividing marker, barrier or enclosure (excluding hedges as defined below).
- (b) A hedge is defined as any bush, shrub or any living green screen of any nature that serves as a dividing marker, barrier or enclosure.
- (c) Regulations applicable to R-1, R-2, RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, C-OS, and P-1.
  - (1) A fence shall not exceed six (6) feet in height in the rear or side lot of any parcel;
  - (2) Front yard fences or hedges must be less than fifty percent (50%) solid, impervious, or of an obscuring nature above a height of 30" above the curb or centerline of the street, and not exceed four (4) feet in total height;
  - (3) Fences and hedges in front yards that function as exterior side yards must follow front yard restrictions unless the fence or hedge is installed or planted at least 19 feet back from the right-of-way line or follows the building line of the nearest legal structure. All such fences and hedges must meet clear vision requirements for streets, driveways, and sidewalks.
  - (4) No fence or hedge shall extend across property lines;
  - (5) The finished side of any fence shall face away from the property on which the fence is located;
  - (6) No portion of any fence shall be constructed with or contain barbed wire, electric current or charge of electricity, glass, spikes or other sharp protruding objects;
  - (7) Fences must be maintained so as not to endanger life or property. Any fence which, through lack of maintenance or type of construction which will obstruct vision so to create a hazard to vehicular traffic or pedestrians upon the public streets and/or sidewalks shall be deemed a nuisance.
  - (8) Fences shall not be constructed, in whole or in part, with any of the following materials:
    - a. junk or other debris
    - b. scrap building materials or metals
    - c. organic materials known to be poisonous or hazardous to human or animal life
    - d. other materials which may be deemed unsafe to person or property by the Zoning Administrator or Building Official.
  - (9) No hedge shall be constructed with noxious weeds or grasses, as defined by PA 359 of 1941, being MCL 247.62.
  - (10) Screening walls are required as prescribed in section 38-389.
- (d) Regulations applicable to industrial districts.
  - (1) Fences, walls and screens are permitted in the required front, side and rear lots provided they do not exceed six (6) feet in the front yard and eight (8) feet in the side and rear lots. To preserve open space and aesthetic character in the front yard, fences higher than four (4) feet must be setback two (2) feet for each additional foot above four (4) feet and all front yard fences must be black vinyl chain link or decorative in nature.
  - (2) Except as provided below, barbed wire strands and non-coated or decorative chain link are permitted on fences six (6) feet or higher on industrial parcels with the barbed wire tilted in toward the fenced parcel. Barbed wire is not permitted in the front yard except for those located on McMillan Ave, Industrial Drive, South Street, and Aiken Road.

- (3) On any corner lot, no fence, wall or screen, whether structural or botanical, shall be more than thirty (30) inches above the curb or the centerline of the street pavement, or within twenty-five (25) feet of the intersection of the two (2) right-of-way lines, so as to interfere with motorists' vision across the corner.
- (4) Screening walls are required as prescribed in section 38-389.
- (e) The Zoning Administrator or Building Official may require removal, reconstruction, or repair of any fence or wall which, in their judgment is dilapidated, unsafe, or a threat to the health, safety and welfare of the residents of the City of Owosso.
- (f) A permit shall be required for new fence construction, with a fee to be prescribed by resolution of the council.

SECTION 4. ADDITIONS. That Sections 38-396 through 38-398 which read as follows, shall be added:

**Sec. 38-396. - Mechanical equipment and utilities.**

The following requirements shall apply to all site plans and new installations, not including replacement equipment and wind energy systems, for uses in the RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, and PUD zoning districts.

- (a) Ground mounted mechanical equipment, such as blowers, ventilating fans, and air conditioning units, are permitted only in non-required side yards and in any rear yard, as determined by the Building Official/Zoning Administrator.
- (b) Mechanical equipment shall be placed no closer than three (3) feet to any lot line in the B-3 zoning district.
- (c) Any ground, building, or roof mounted mechanical equipment or utilities, including water and gas meters or related devices, utility boxes, transformers, elevator housings, stairways, tanks, heating, ventilation and air condition equipment (HVAC), and other similar equipment, shall comply with the following standards.
  - (1) All such equipment shall be screened by a solid wall, fence, landscaping, and/or architectural features that are compatible in appearances with the principal building.
  - (2) Roof mounted equipment shall not exceed a height of ten (10) feet above the surrounding roof surface, and shall occupy no more than fifteen percent (15%) of the total roof area. All roof mounted mechanical units must be screened at a height equal to or greater than equipment being screened or otherwise be demonstrated to not be visible from all properties located within a distance of 300 feet.

**Section 38-397. - Commercial design requirements.**

The following design requirements for commercial buildings shall be applied during site plan review to development within the RM-1, RM-2, OS-1, B-1, B-2, B-3, B-4, and PUD zoning districts. These standards shall also apply to those elevations and parking areas that face a state highway and are within 200 feet of the right-of-way.

(a) *Exterior building design.*

- (1) Buildings shall possess architectural variety, but enhance the overall cohesive community character. All buildings shall provide architectural features, details, and ornaments such as



archways, colonnades, cornices, recesses, projections, wall insets, arcades, window display areas, peaked roof lines, or towers.

- (2) Building walls and roofs over 50 feet in length shall be broken up with varying building lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, or awnings.
- (3) Window area or spandrel glass shall make up at least 20 percent or more of the exterior wall area facing the principal street(s).
- (4) In addition, a portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street. Additional landscaping requirements of this ordinance must also be satisfied.
- (5) Overhead doors shall not face a public street or residential district. The Planning Commission can modify this requirement upon a determination that there is good or necessary cause and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required by the ordinance.
- (6) Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and spacing of openings.

(b) *Building materials.*

- (1) Durable building materials which provide an attractive, quality appearance must be utilized.
- (2) The predominant building materials (50% or more of the face) should be quality materials such as earth-toned brick, native stone, and tinted/textured concrete masonry units and/or glass products.
- (3) Other materials such as smooth-faced concrete block, EIFS panels, or pre-fabricated corrugated steel panels should only be used as accents and not dominate the building exterior of the structure.

(c) *Building colors.*

- (1) High intensity colors such as neon, metallic, or fluorescent for the facade and/or roof of the building are prohibited except as approved by the Planning Commission.
- (2) Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in or compliments the color of the building.

(d) *Roof design.*

- (1) Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
- (2) Roofs shall have no less than two (2) of the following features:
  - a. Parapets concealing flat roofs and rooftop equipment, such as HVAC units from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall. Such parapets shall feature three-dimensional cornice treatment;
  - b. Overhanging eaves, extending no less than one (1) foot past the support walls;
  - c. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one (1) foot of vertical rise for every three (3) feet of horizontal

run and less than or equal to one (1) foot of vertical rise for every one (1) foot of horizontal run;

- d. Three (3) or more roof slope planes.
- e. A specific architectural element proposed by the applicant's architect that is acceptable to the building official or Planning Commission, depending upon the reviewing entity.

(e) *Customer entrances.*

(1) Each large retail establishment (12,500 square feet or more) on a site shall have clearly defined, highly visible customer entrances featuring no less than five (5) of the following:

- a. canopies or porticos;
- b. overhangs;
- c. recesses/projections;
- d. arcades;
- e. raised corniced parapets over the door;
- f. peaked roof forms;
- g. arches;
- h. outdoor patios;
- i. display windows;
- j. architectural details such as tile work and moldings which are integrated into the building structure and design;
- k. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- l. a specific architectural element proposed by the applicant's architect that is acceptable to the building official or Planning Commission, depending upon the reviewing entity..

(2) Where additional units will be located in the large retail establishment, each such store may have at least one (1) exterior customer entrance, which shall conform to the above requirements.

(3) A bike rack or other acceptable form of bike parking or storage shall be provided near the primary entrance of all commercial structures. This shall not apply to structures in the B-3 zoning district.

(f) *Community amenities.* Community amenities such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

(g) *Signs.* Signs shall be in accordance with the city's sign ordinance. All sign bases shall be constructed of materials compatible with the architecture of the building(s) located on the premises.

(h) *Natural features.* When feasible and not in direct conflict with site needs, buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

- (i) *Building location and orientation.* New buildings shall have at least one principal building entrance oriented toward the front lot line.
- (j) *Sidewalks.* All development shall include a provision for sidewalks within the site and within the right-of-way to provide connectivity between adjacent sites, the public realm, parking areas, primary structures, and any other on-site amenities.

**Section 38-398. – Residential dwelling design standards.**

- (a) *Intent.* This Section is intended to establish regulations for the construction of new residential dwellings zoned R-1 and R-2, including reconstructed and in-fill housing. The standards herein are intended to:
  - (1) Prevent grossly dissimilar dwellings which would adversely affect the value and character of dwellings in the surrounding area.
  - (2) Prevent adverse effects on the desirability of an area to existing or prospective homeowners.
  - (3) Ensure the stability of the environment.
  - (4) Promote the most appropriate use of real estate.
  - (5) Increase the opportunity to realize the development pattern envisioned in the Owosso Master Plan.

These regulations are based on the finding that the cohesiveness and character of the city's neighborhoods are significant factors in the city's quality of life, contribute to the distinct character in the various neighborhoods and help retain property values. These regulations further ensure new housing units are harmonious with the general character of the adjacent houses and the city overall and ensure a stable housing stock. While some level of diversity is desirable, these regulations are intended to ensure the design variation of new homes is similar to the level of variation in existing homes in the immediate area, or surrounding neighborhoods with similar densities for new residential projects. The standards shall not be construed to prohibit innovative design concepts involving such matters as solar home.

- (b) *Applicability.* The regulations of this Section shall apply to all new single family home construction zoned R-1 and R-2. Major home expansions where the homeowner is expanding the footprint of the home by greater than either twenty-five percent (25%) or 500 square feet, whichever is greater, shall comply with subsections 38.398.D.8, 38.398.D.9, and 38.398.D.10, in addition to required building codes, to ensure the resulting home continues to maintain the character of the neighborhood. The standards shall not apply to minor home expansions, interior remodeling, or to residences outside of the one and two family zoning districts.
- (c) *Approval.* Compliance with these regulations shall be determined by the Building and Zoning Administrator at the time the building permit is reviewed and shall be based on the standards of subsection D below.
- (d) *Standards.*
  - (1) Each such dwelling unit shall comply with all pertinent building and fire codes. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements. Where there are conflicting applicable regulations, the more stringent shall apply.
  - (2) All construction required herein shall be commenced only after a building permit has been obtained in accordance with applicable building codes.

- (3) Each such dwelling unit shall comply with the minimum standards listed throughout the zoning code for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
- (4) Each dwelling unit shall be firmly attached to a permanent basement or crawl space foundation constructed on the site in accordance with the city's adopted building code.

OR

The dwelling shall have an attached or detached structure of equal workmanship as the dwelling unit, designed for the parking and storage of vehicles. Said structure shall be functionally and aesthetically compatible in design and appearance with other residences in the surrounding area as defined in subsection 12 below. When attached to a mobile home, modular home, pre-fabricated home or pre-constructed home, said structure shall comply with all requirements of the city's building code relative to grade separation and fire restrictive requirements.

- (5) Each such dwelling unit shall contain a storage area equal to or greater than ten percent (10%) of the square footage of the dwelling or one hundred (100) square feet, whichever shall be less. This storage area shall consist of a basement, attic or in a separate detached accessory structure that complies with the standards of this Section regarding accessory buildings and structures. The intent of these standards is to limit the extent of outdoor storage.
- (6) A roof overhang of not less than six (6) inches on all sides shall be provided, or alternatively with window sills or roof drainage systems concentrating roof drainage at collection points along the sides of the dwelling.
- (7) A minimum of two (2) exterior doors shall be provided with the second one being in either the rear or side of the dwelling. All dwelling units shall be oriented toward the public right-of-way such that the façade that faces the street contains a door, windows, and other architectural features customary to the front facade of a residence.
- (8) In-fill housing or development on vacant lots in an existing platted subdivision shall consider the gross floor area and lot coverage of surrounding homes to ensure compatibility. The gross floor area and lot coverage of the proposed dwelling shall be at least seventy-five percent (75%) and no more than one-hundred and thirty-five percent (135%) of the average square footage of constructed single family dwellings within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street. The planning commission may approve any proposals that are not able to meet this standard if the commission makes findings that the apparent deviations are not contrary to 38-398.A.1-5.
- (9) In-fill housing or development on vacant lots in an existing platted subdivision shall maintain a consistent front building line along the street. The front yard setback of the proposed dwelling shall be no less than seventy-five percent (75%) and no more than one-hundred and thirty-five percent (135%) of the average established front yard setback of other single family dwelling unit within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street. The planning commission may approve any proposals that are not able to meet this standard if the commission makes findings that the apparent deviations are not contrary to 38-398.A.1-5.
- (10) Building appearance for all new single family dwelling unit construction shall be aesthetically compatible in design and appearance with other residences in the surrounding area.

Definitions for what constitutes the surrounding area are as follows:

- i. For new single family neighborhood development (in the form of a new subdivision plat or new site condominium project), the surrounding area is defined as the nearest existing neighborhoods with similar densities.
- ii. For in-fill housing development where there are one (1) or a few isolated sites being developed within the existing neighborhood (in the form of an existing lot of record or recent land division), surrounding area shall be defined as within five hundred (500) feet, up to the boundary of the existing neighborhood, of the subject dwelling unit; with measurements made from the edge of the lot in each direction, including the opposite side of the street.

The determination shall be made by the Building Official. In considering similarity and compatibility with the surrounding area the following features must be considered in order to meet this requirement:

- a. Exterior building material used on the proposed dwelling should match or be similar to that used on a preponderance of homes in the surrounding area.
- b. Roof style
- c. The design and position of windows (total area, size, number etc.)
- d. Front entry design (presence of porches, front door location, etc.)
- e. Garage style and design

If the Building Official cannot reach a determination on architectural compatibility or the petitioner disputes the findings, the application shall be forwarded to the Planning Commission for review and final action.

- (e) *Exceptions.* The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks.

SECTION 5. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 6. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 7. EFFECTIVE DATE. This amendment shall become effective September 8, 2013.

SECTION 8. AVAILABILITY. This ordinance may be purchased or inspected in the city clerks' office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Motion supported by Councilperson Bailey.

Roll Call Vote.

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

NAYS: Councilpersons Fox, Erfourth, and Mayor Frederick

March 12, 2015


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

ATT: Amy Kirkland City Clerk

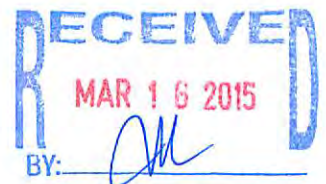
Dear Amy

Effective immediately I have resigned as a board member of the Historical Commission.

Sincerely

A handwritten signature in black ink, appearing to read "Susan Osika", with a large, stylized flourish at the end.

Susan Osika



**From:** [Lorraine Weckwert](#)  
**To:** [Robert V. Doran](#)  
**Cc:** [Donald D. Crawford](#); [Benjamin Frederick](#); [Jennifer Mahoney](#); [Robert Elton Brockway](#); [Dennis Mahoney](#); [Erin Powell](#); [Adrian Montague](#); [Nicholas](#); [Amy K. Kirkland](#)  
**Subject:** Re: Index Cards  
**Date:** Wednesday, March 18, 2015 3:12:21 PM

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All,

I have held off responding to this and other e-mails from Jennifer and Robert until I could control my anger and outrage over the not-so-veiled accusations of dishonesty.

First I shall address Jennifer and Robert's implication that I was at the Movie Museum collecting items on behalf of OHC. Here is the truth, which you will not hear from either of them, even though Robert was corrected by a Movie Museum Board Member (Jan) as to my involvement there. One of the last two remaining Movie Museum board members is one of my friends. He phoned me asking me to help sort the mess that existed at the Movie Museum after the owner's death because of my experience and expertise with historical artifacts, archives and inventories, which I did. I was there to help a friend, not representing OHC. It was never the intent of the Movie Museum board to donate anything to anyone, but rather, to sell everything, using the proceeds to create a scholarship for Owosso students pursuing a career within the film industry, to be administered by the Shiawassee Foundation. For the record, I did ask for a few vintage Owosso postcards for OHC, which I did not remove at any time from the Movie Museum and the cards got lost in the shuffle. If it is anyone's business, I did purchase two books at that sale, with my money. This is all I have from the Movie Museum. Period.

I have been involved in the history and architectural preservation in this community since the early 1980's. I am known as one of the city's historical researchers, a driver of historic preservation and recorder of local history. I wrote a history of the Curwood Castle Park for the former Assistant City Manager for the recent DIG grant; I researched and wrote the history of Lincoln School and of the Middle School for the school district to facilitate the sale and restoration of these buildings through historic preservation grants from MSHDA. I drove the effort to have the downtown placed on the State Register of Historic Places and then the National Register of Historic Places, first visiting each business downtown to obtain their signatures approving such a movement, and then proceeding to research and document each building within the 17 block downtown. Some of you may have seen the resulting volume of nearly 500 pages of edited research, which took an intense year of my life. The State Historic designation and the National Register designation are the reason the downtown is now being developed and restored, making tax credits and grants available to building owners, making the financial investment feasible. I was a founding member of a group of preservationists called "Preservation Owosso" and served two years as it's president. That group, for those of you who do not know, was responsible for repaving Michigan Avenue in brick pavers, preserving the look of the original street, and raising the money for the cost difference between asphalt and paving brick. I have also chaired four Historic Home Tours for the OHC, both as a member of OHC and as an interested citizen. I could go on.

The Owosso Public School District called me personally, as a researcher and historian to ask if I was interested in their boxes of historic documents (no ephemera in the lot) and records. This invitation was not issued to OHC, but to ME. I certainly did consider preserving these historically important documents with the Owosso Historical Commission until I received Jennifer's e-mail telling how the high school kids and she would be pawing and rifling through these fragile, brittle, and one-of-a-kind documents. In a proper museum setting, copies of the originals would be made both digitally and on paper, and copies would be available to the public, preserving the original.. This is proper preservation and conservator practice.

Jennifer's and Robert's e-mail served to remind me of OHC current treatment of the rest of our historic artifacts which are thrown into plastic totes in the Gould House basement, where in the past much had already been destroyed by mold and mildew. The furniture in our collection Robert and Jennifer and Elaine moved to the smelly and vermin-infested carriage house. For them, it was more important the Gould House look "pretty" than to preserve what bits of Owosso history that had been entrusted to the OHC since its creation. Look at your By-Laws for the directive of your purpose for existence as OHC: Preservation, Promotion of History and Architecture, display of artifacts.....get a copy. Needless to say, I changed my mind. The papers from the School district will either be given to the Shiawassee Historical Society or to the State of Michigan Historical Museum in Lansing where they will indeed practice preservation. What a shame that we can't keep Owosso history in Owosso.

The artifacts in our possession were inventoried and recorded both in 1983 and in 1993--by me. The inventory sheets and card files were lost by the City when the safe in the Treasurer's office was removed to install a new elevator. When I inquired as to the whereabouts of said inventories, no one knew a thing about it, but Ron Tobey, City Treasurer, went on a hunt and found what remained---the inventory card file covered by construction and concrete dust. I had kept the card file at my house, as I was appointed to conduct another inventory by the then-seated OHC, until we hired Mitch Spears as OHC Director. I then turned the inventory cards over to him. I took these card files back a few weeks ago, adding informational notes and comments to the cards. I DO hesitate giving these over to Robert, as I certainly have trust issues with him.

It astounds me that anyone associated with historic preservation thinks its ok to use dishes donated from a prominent Owosso family to serve party food because he thinks they are "charming" and when informed of their importance, said he would use them again. Further, a platter from OHC collection was used at Christmas to serve food for a party at the Gould House, which I noticed as it was being banged around in the kitchen during clean up. Informed of its importance, he again was defiant. I can't help wonder what Robert threw away in his "professional" assessment of the items he cleared out of the store room at Curwood Castle and at the Gould House, as by his own admission, he is not an historian. For you younger and new members, our By-Laws (haven't seen them yet, have you) forbid any disposal of ANY OHC property without a vote of the Commission and then approval by City Council. I also have a



real problem with any museum director who thinks its ok to have animal napping on the museum's collection of furniture, including the just purchased \$5000 reproduction sofas at Curwood Castle and the bear rug, and I certainly question the professionalism of one bringing their dog to work. We won't even talk about the breaking of trust regarding unapproved expenditures of OHC funds at this juncture.

The card catalogue is the only remaining documentation of Owosso's historic artifacts other than what is in my head. Yesterday, I took the card catalogue to the City Clerk, the official keeper of City Records, and she will create digital copies of the card file, with copies being placed in city records in the safe, along with a digital copy for me. Then, Robert may have the old card file.

I have served on the OHC for three years. I have discovered, enjoyed and retained as friends, people of common interest and intent who accomplished much in the past three years, including a major effort to restore Curwood Castle and to bring to the forefront the activities of the OHC. The new and young members of OHC may have some of the same intent, and I have to say I was excited to share and work with them, however.....

I have described the current atmosphere of this OHC as poisonous, and as I have a strong self-preservation instinct, I no longer desire to expose myself to this poison. Please consider this my letter of disgust and official resignation from OHC.

Lorraine Weckwert

Meredith Landino  
403 Elizabeth St  
Owosso, MI 48867  
989.472.4471

To:

Josh Adams  
Owosso Main Street Manager

27 February, 2015

Dear Mr. Adams,

I am writing to tell you that I am resigning from my position on the Owosso Main Street/DDA Board, as well as the position of Organization Chair. As you know, my circumstances and available time have drastically changed of the past year, and I don't feel that I will be able to properly fulfill the duties for these positions going forward.

I have enjoyed my time serving the Owosso Main Street/DDA, and would be happy to remain on the Organization Committee and continue to help Main Street in a more behind the scenes role.

Should you have any questions or require my assistance in any way, please don't hesitate to contact me

Sincerely,

A handwritten signature in black ink, appearing to be 'ML', is written over a horizontal line.

Meredith H. Landino

**From:** [Randy Woodworth](#)  
**To:** [Susan K. Montenegro](#)  
**Cc:** [Amy K. Kirkland](#); [Benjamin Frederick](#); [Brent Smith](#); [Charles P. Rau](#); [Craig Weaver](#); [<dave.bandkau@gmail.com>](mailto:dave.bandkau@gmail.com); [Donald D. Crawford](#); [Francis Livingston](#); [Martha M. Stinson](#); [<Moleary627camp@yahoo.com>](mailto:Moleary627camp@yahoo.com); [<news@owossoindependent.com>](mailto:news@owossoindependent.com); [Tom Kurtz](#); [Tom Taylor](#); [<trath@argus-press.com>](mailto:trath@argus-press.com); [William Wascher](#)  
**Subject:** Re: March PC packet  
**Date:** Friday, March 20, 2015 3:26:18 PM

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To all:

I have been giving a lot of thought about my role and effectiveness on this commission. As my private sector company grows the likelihood of conflict, whether inherent or perceived, also grows.

At our January meeting the question arose about whether my time would be better served in other areas of the community. My reactionary response to this suggestion was a defensive one, however, after reviewing the minutes I realize these comments were sincere and from a positive place. After much reflection I've decided that although I've enjoyed serving over the last year, it does make sense for me to resign my position on this commission. I thank all of my fellow members for allowing me to offer input over the last year and respectfully ask you to accept my resignation effective immediately.

Best Regards,

Randy Woodworth  
Woodworth Commercial, LLC  
Brokerage | Management | Development  
[120 W. Exchange St. #203](#)  
[Owosso, MI 48867](#)  
o. 989-723-3711 | f. [989-936-5920](#)  
[www.woodworthcommercial.com](http://www.woodworthcommercial.com)



[www.ci.owosso.mi.us](http://www.ci.owosso.mi.us)

## City of Owosso Water Quality Report March 2015

Dear Water Customer:

This report provides information on the quality of the drinking water supplied by the City of Owosso with specific details for calendar year 2014. The Federal Safe Drinking Water Act requires all community water systems, like Owosso's, to annually provide certain information to their customers. Included are details about where your water comes from, how it is treated, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards.

We encourage public interest and participation whenever decisions are made that impact our community's water system and water quality. The City water system is overseen by the Owosso City Council. Their meetings, at 7:30 p.m. at City Hall, 301 West Main Street, on the first & third Mondays of each month, provide a forum for public input.

### **SUMMARY**

**The drinking water provided by the City of Owosso meets, or is better than, federal and state safe drinking water standards.** The major elements of our program to assure the safety of your drinking water include: assuring a safe source, providing comprehensive treatment, maintaining a reliable distribution system and carrying out an extensive monitoring program. Please contact us if you would like more detailed information, further explanations or to provide us with your comments or suggestions.

### **Staff Contact for further information or questions:**

David Haut, Water Plant Superintendent  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867  
989-725-0560  
[david.haut@ci.owosso.mi.us](mailto:david.haut@ci.owosso.mi.us)

## **GROUNDWATER SUPPLY**

Six groundwater wells serve as our water supply source. The wells are completed in coarse sands and gravel with well screens typically between 60 and 140 feet below ground surface. The State rates our wells as “susceptible” to potential sources of contamination. This is based on an assessment of the water supply aquifer geology, well construction, historical groundwater quality data, and presence of identified contaminant sources in the delineated “wellhead protection zone”. Though our groundwater supply is rated as “susceptible” or vulnerable to contamination, extensive monitoring over decades of use indicates our combined well supply meets primary drinking water standards even before treatment. However, the rating indicates a need to maintain and increase our efforts to protect our groundwater supply from future sources of contamination.

## **WATER TREATMENT**

Our groundwater supply, though safe to drink without treatment, is extremely hard with high levels of calcium, magnesium and iron. Water treatment consists of aeration, lime softening for hardness and iron reduction, pH adjustment using carbon dioxide, dual media filtration, and chlorination. Fluoride is added to replace naturally occurring fluoride removed during softening and to boost the concentration to 0.7 ppm (parts per million) as recommended as a dental health measure. In 2014 an average of 1.7 million gallons of water per day was treated and distributed to customers in the mid-County area. Average water hardness was reduced from 506 ppm to 170 ppm. Residuals solids from the softening process, predominantly calcium carbonate and magnesium hydroxide, are temporarily stored in on-site lagoons for dewatering. An average of 5,000 cubic yards of residual solids are removed annually and applied to farm fields as an agricultural liming material for soil pH adjustment. The water treatment plant is staffed and operates around the clock.

## **MONITORING FOR SAFETY AND COMPLIANCE**

Certified plant operators conduct routine daily tests on our drinking water quality at the water plant laboratory. Additional samples are sent to the state, or other certified, laboratories for analyses to assure that our well supplies are free from contamination and that our treated drinking water meets all applicable state and federal drinking water standards. The state establishes a minimum monitoring schedule for our public water supply. All required samples were collected on a timely basis in 2014. All sample results are reported to the Michigan Department of Environmental Quality – Water Division - and are available public information.

## **MONITORING RESULTS**

Listed in the table that follows are regulated drinking water contaminants detected by our monitoring program. In addition we conducted some additional “unregulated contaminant” monitoring as part of EPA’s program to determine where certain contaminants might occur in drinking water and whether the agency should consider regulating those contaminants in the future. Additional monitoring information, including the extensive list of contaminants that we tested for but did not detect, is available upon request. The results are from calendar year 2014 unless noted otherwise. Certain substances, such as radium, are monitored less frequently than once a year because previous monitoring results have been consistently below levels of concern and the levels are not expected to vary significantly from year to year. As in previous years **there were no violations of drinking water standards or monitoring requirements in 2014.**

## Definitions:

- **Maximum Contaminant Level (MCL)**: The highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCLGs as feasible using the best available treatment technology.
- **Maximum Contaminant Level Goal (MCLG)**: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum residual disinfectant level (MRDL)**: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum residual disinfectant level goal (MRDLG)**: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **Action Level (AL)**: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **ppm**: parts per million or also expressed as milligrams per liter
- **ppb**: parts per billion or also expressed as micrograms per liter
- **pCi/l**: picocuries per liter (a measure of radioactivity)

	Standard	Highest Level Reportable	Goal	
CONTAMINANT	MCL	ACTUAL	MCLG	SOURCE OF THE SUBSTANCE
Total Trihalomethanes (ppb)	80	42	none	By-product of chlorination (range from 28 to 51 ppb)
Total Haloacetic Acids (ppb)	60	5	none	By-product of chlorination (range from 1 to 6 ppb)
Barium (ppm)	2	0.03	2	Erosion of natural deposits (2009 data)
Fluoride (ppm)	4	0.44	4	Erosion of natural deposits; also added to promote dental health. Range from 0.4 to 0.9 ppm (average = 0.65 ppm)
Alpha Emitters (pCi/l)	15	1.5	0	Erosion of natural deposits
Combined Radium (pCi/l)	5	1	0	Erosion of natural deposits (2003 data)
Selenium (ppb)	50	2	50	Erosion of natural deposits (2009 data)
Sodium (ppm)	None	28	None	Erosion of natural deposits
DISINFECTANT	MRDL	ACTUAL	MRDLG	
Chlorine, total (ppm)	4	0.27	4	Water treatment additive for control of microbial contaminants; average range from 0.20 to 0.33 ppm
	Action Level	90 <sup>th</sup> Percentile Value	MCLG	
Lead (ppb)	15	13	0	Corrosion of service line or household plumbing. One sample, maximum of 35 ppb exceeded the Action Level.
Copper (ppb)	1300	LT 50	1300	Corrosion of service line or household plumbing. No sample exceeded the Action Level. Maximum of 70ppb.

UNREGULATED CONTAMINANTS	ACTUAL	SOURCE OF THE SUBSTANCE
Chlorate (ppb)	186	Present with sodium hypochlorite used for disinfection
Chromium (total) (ppb)	0.6	Naturally occurring element, used in making steel and other alloys
Chromium-6 (ppb)	0.4	Naturally occurring element, used in making steel and other alloys
Strontium (ppb)	241	Naturally occurring element
1,4 dioxane (ppb)	0.09	Used as a solvent and solvent stabilizer in various manufacturing processes

Unregulated contaminant monitoring helps EPA to determine where certain contaminants occur and whether it needs to regulate those contaminants.

### INFORMATION FROM EPA

The United States Environmental Protection Agency (EPA) has directed all public water suppliers to include the following information on the potential for contaminants in drinking water.

Information on lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Owosso is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at <http://www.epa.gov/safewater/lead>.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **EPA's Safe Drinking Water Hotline (800-426-4791)**.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. (Note: Owosso's water supply source is groundwater from wells.) As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil or gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential use.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and which can also come from gas stations, urban stormwater runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

REGULAR MEETING MINUTES  
OWOSSO DDA / MAIN STREET  
Council Chambers, City Hall  
March 4, 2015 – 7:30 am.

MEETING CALLED TO ORDER at 7:38 a.m. by Ben Frederick.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT:, Authority Members Benjamin Frederick, Dawn Gonyou, Lance Omer, Kevin Wiles and Secretary Alaina Kraus

MEMBERS ABSENT: Chairman Dave Acton & Authority Member Meredith Landino, Bill Gilbert, Ken Cushman

OTHERS PRESENT: Josh Adams, DDA /Owosso Main Street Manager; Susan Montenegro, City of Owosso; Dr. Willy

AGENDA:

MOTION BY AUTHORITY MEMBER WILES SUPPORTED BY AUTHORITY MEMBER KRAUS TO APPROVE THE AGENDA FOR MARCH 4, 2015.  
YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER GONYOU, SUPPORTED BY AUTHORITY MEMBER WILES TO APPROVE THE MINUTES FOR THE MEETING OF FEBRUARY 4, 2014.  
YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

None

COMMITTEE UPDATES

Included later in agenda.

ITEMS OF BUSINESS:

1. CHECK REGISTER APPROVAL.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER OMER , SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE CHECK REGISTER FOR FEBRUARY 2014 AS PRESENTED.  
YEAS ALL. MOTION CARRIED.

2. BUDGET REPORT.



Fundraising will be added to the budget later.

### 3. 2015/2016 BUDGET APPROVAL

Budget is the same as last year because we have been on track with it. It is still a zero balanced budget. Committees will be able to add fundraising funds later

MOTION BY AUTHORITY MEMBER KRAUS, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE BUDGET AS PRESENTED.  
YEAS ALL. MOTION CARRIED.

### 4. OMS CHECKING ACCOUNT REPRESENTATIVE

Jim Demis was not only a check signer, but the official representative and so a new one needs to be appointed.

MOTION BY AUTHORITY MEMBER WILES, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE BILL GILBERT AS OFFICIAL REPRESENTATIVE.  
YEAS ALL. MOTION CARRIED.

### 5. 2015/2016 COMMITTEE PLANNING UPDATE

Instead of a corporate planning meeting, this year planning occurred at the committee level.

Organization is focusing on volunteer database/development, comprehensive fund generation planning, and continuing ongoing projects.

Design is doing an "I Spy" architectural game, downtown bike racks, facade cleaning/painting, Christmas Greens/Decoration, and continuing ongoing workplans.

Frederick asked if the new bike racks would be the same as the previous. This is not yet known, but may change in areas to accommodate more bikes.

ER will be developing a subcommittee that deals with the concerns of the DDA while the regular committee deals with work plans. Included work plans are the mentorship program, business visitation program, property owner program, theater marquee, and facade grant facilitation.

The survey to update our demographic data to extend the ability to get facade grants and other services is progressing, but will still take some time.

Promotion has a lot of events going on, so work plans aren't being added, but making sure to correlate with goals for the year as well as a more regional focus.

### 6. WESENER DEVELOPMENT UPDATE

The paperwork is in from Loomis and a meeting is being held tomorrow to go over that paperwork with them and get questions answered.

PUBLIC / BOARD / STAFF COMMENTS:

Meredith will be stepping down as a board member but remaining involved with Organization.

The business directory has been upgraded to allow business interaction, but is not entirely up to date with listings.

Meredith is working on an app for Main Street.

MOTION MADE BY WILES, SUPPORTED BY AUTHORITY MEMBER KRAUS TO  
ADJOURN AT 8:25 AM.  
YEAS ALL. MOTION CARRIED.

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Alaina Kraus, Secretary

**OWOSSO HISTORICAL COMMISSION**  
**Regular Meeting**  
**Monday, March 9, 2015, 7:00 P.M. Gould House**

**Minutes**

- Call to order:** Meeting was called to order at 7:00 P.M.
- Present:** Elaine Greenway, Chair; Jennifer Mahoney, Vice Chair; Robert Brockway; Erin Powell; Lorraine Weckwert; Nick Pidek; Dennis Mahoney; Adrian Montague; Robert Doran, Director
- Absent:** Sue Osika
- Approval of Agenda:** Dennis Mahoney Moved to accept the Agenda. Robert Brockway supported. Motion passed unanimously.
- Treasurer's Report:** Dennis Mahoney moved to accept the treasures report. Robert Brockway supported. Motion passed unanimously.
- Citizen Comments:** Cameron Paxton talked about his education and work experience, and offered his services to the Historical Commission in assisting us with finding and then applying for grants.
- Communications:** Robert Doran indicated that we found a lamp original to when Curwood was in residence at the Castle. Unfortunately the family in possession of the lamp is not yet willing to donate or sell. Robert Doran also announced the death of Ivan Conger.
- Director's Report:** Robert Doran indicated that in order to correctly and professionally begin the archiving process, the OCH should hire a consultant. Director Doran suggested the archivist at Durand Union Station, Michael Boudro. Director Doran then requested 12 consulting hours from Michael Boudro at \$8.50 an hour. **Lorraine Weckwert made motion to have consultant assist with the setting up of Past Perfect and archiving process. Robert Brockway supported. Motion passed unanimously.**  
Robert Doran explained that a sewer pipe froze at Gould House, creating a minor flood in the downstairs Ivan Conger Archive Room, as well as in the upstairs tenant's apartment. **Nick Pidek made motion to pay the plumbing bill of \$525. Dennis Mahoney supported. Motion passed unanimously.**  
Robert Doran indicated that a full engineering report of Gould House – electrical, plumbing, HVAC, & construction – was necessary in order to determine the possible cost and in what order repairs should be done on the house. Adrian Montague also indicated a relationship with Kettering University as a possibility for students completing such a report as an internship or thesis project. **Dennis Mahoney motioned to put out bids for a report. Robert Brockway supported. Motion passed unanimously.**

**Approval of**

**February Minutes:** Dennis Mahoney motioned to approve the February Minutes. Robert Brockway supported. Vote as follows: Elaine Greenway – Yes; Jennifer Mahoney – Yes; Erin Powell – Yes; Nick Pidek – Yes; Adrian Montague – Yes;

Lorraine Weckwert – No.

**Old Business:**

- 2015 House Tour – Change from Woodard 150<sup>th</sup> Anniversary
- Internet Site Map, development and budgets
- Acoustic Concert in Curwood Castle –Saturday, March 14 – 5:00 pm set up, 6:00 pm concert – Nick Pideck

**New Business:**

- Gould House Porches – Lorraine
- New Budget Format – Lorraine
- Acquisitions Committee and Budget – Lorraine
- BYLAWS Clarification – Lorraine
- Princess Parties at the Castle – Jennifer
- Past Perfect – hours for set up archiving; and index cards in possession of Lorraine
- Restocking Souvenirs for Castle and Gould House for Curwood
- Grant Writing
- Gould House and Curwood Castle Gardens
- Paymaster Building Lights
- Electricity for the Cabin

**Citizen Comments:**

**Adjourn:** Dennis Mahoney moved to adjourn at 8:20 P.M. Robert Brockway supported. Vote as follows: Elaine Greenway – Yes; Jennifer Mahoney – Yes; Erin Powell – Yes; Nick Pidek – Yes; Adrian Montague – Yes;

Lorraine Weckwert – No.

**OWOSSO HISTORICAL COMMISSION**

**Special Meeting**  
**Thursday, March 19, 2015, 7:00 P.M. Gould House**

**Minutes**

**Call to order:**

**Present:** Elaine Greenway, Chair; Robert Doran, Director

**Absent:** Jennifer Mahoney, Vice Chair; Robert Brockway; Erin Powell; Lorraine Weckwert; Nick Pidek;  
Dennis Mahoney; Adrian Montague; Sue Osika

The special meeting was called for the purpose of discussing various items relating to upcoming initiatives including but not limited to: web site development and marketing, archiving, volunteers and children's programs.

**NO QUORUM. MEETING CANCELLED.**

**Minutes  
Regular Meeting of the Parks & Recreation Commission  
Council Chambers / City Hall  
March 23, 2015 – 6 p.m.**

- Call to order:** The meeting was called to order at 6:04 p.m. by Chairman Espich.
- Pledge of Allegiance:** The Pledge of Allegiance was recited by all in attendance.
- Roll Call:** Roll call was taken by Recording Secretary Marty Stinson.
- Members Present:** Chairman Michael Espich; Vice-Chairman Jeff Selbig; Commissioner Shane Nelson.
- Members Absent:** Commissioner Tim Alderman and Kristen Woodbury.
- Others Present:** Ms. Susan Montenegro, Assistant City Manager and Director of Community Development.

**Approve Agenda for March 23, 2015:**

**A motion to approve the agenda for meeting of March 23, 2015, was made by Commissioner Nelson, and supported by Commissioner Selbig.**

**Ayes: all. Motion carried.**

**Approve Minutes for February 23, 2015 meeting:**

**A motion to approve the minutes of February 23, 2015 was made by Commissioner Nelson, and supported by Commissioner Selbig.**

**Ayes all. Motion carried.**

**Public Comments:** None

**Communications:**

1. Staff memorandum
2. February 23, 2015 minutes

**Business:**

**1. Daniel Vargas – Sign for Bike Rack at Bentley Park**

Chairman Espich said that Mr. Vargas expected to have the sign done by the end of this week, and then Mr. Vargas will weld it onto the bike rack.

**2. Greenup / Cleanup**

Ms Susan Montenegro, Assistant City Manager and Director of Community Development stated that the Greenup / Cleanup is under the direction of Main Street. The exact date hasn't been decided yet.

**3. Skate Park Renovation – Ideas, Need to Involve Public (Youth Who use the Skate Park)**

Ms. Montenegro presented a video showing how the ramps for skate parks are manufactured in a factory and then installed on site. She noted we need to start looking at more fundraising. Need to get the kids involved for designing the park. The cement and rebar for replacing the current size would cost about

\$5,000 and to double the size, \$10,000. Chairman Espich said the kids love the downtown fixtures and suggested putting in things like that. It was suggested that the Skate Park be moved to a safer area with good sidewalks; possibly where the fire truck was going at S. Water and S. Washington. Discussion about going to the schools to invite students to discuss what they would like to see in a skate park.

**Motion by Commissioner Selbig, supported by Commissioner Nelson to devote the next Parks and Recreation meeting solely to information gathering for the Skate Park.**  
**Ayes all. Motion carried.**

Commissioner Selbig suggested that what we're planning now could completely change based on the next meeting. Chairman Espich will make mention of the next meeting with the kids on the Facebook page.

**Discussion:**

**1. Plunge – Planning for next year**

Ms. Montenegro asked do we want to do it again next year. We raised a lot of money this year. We're open to other avenues of fundraisers. It was totally worth it for the money we raised. She would like to see us do it again next year. She suggested a 5k or a bike race through the city or through the parks with a pay to run event. It could be combined as a walk, run, or ride for parks. Almost all of the money is collected from the plunge.

## **2015 PLUNGER TALLY**

Follows on next page

**2. Disc golf –** Mr. Greg Jones who owns the property that has been in question regarding people going over it in playing disc golf is not comfortable with the possible liability. He would rather sell the property to the city. Discussion about possibly moving the route.

**Public / Board Comments:** None

**Adjournment:**

**A motion to adjourn the meeting was made by Commissioner Selbig, and was supported by Commissioner Nelson. The meeting adjourned at 6:52 p.m.**

**Ayes: all. Motion carried.**

---

Susan Montenegro, Secretary

mms

	<b>Plungers</b>	<b>Pledge</b>
1	Ben Frederick	
2	Rick Morris	\$ 478.00
3	Sue Montenegro	\$ 682.00
4	Ned DeGalan	
5	Gary Burk	\$ 500.00
6	Josh Adams	\$ 305.00
7	Brad Kirkland	
8	Jeff Deason	\$ 163.00
9	Teresa Graham	\$ 603.31
10	Anthony Karhoff	\$ 100.00
11	Melvin Renfrow	\$ 90.00
12	Aaron Maike	\$ 447.79
13	Rick Jones	\$ 100.00
14	John Beebe	
15	Eric Sanderson	
16	Amanda Freeland	\$ 25.00
17	Sean Grey	\$ 72.71
18	Barbara BakerOmerod	\$ 887.00
19	Jody Lindell	\$ 715.00
20	Casey Lambert	\$ 40.00
21	Jim Hathaway	\$ 490.00
22	Tashia Walker	
	anonymous donor	\$ 2,000.00
	anonymous donor CAC	\$ 200.00
	hot chocolate donations	\$ 15.83
	50/50	\$ 326.00
	LAFCU	\$ 1,500.00
	Iron Wheels	\$ 2,500.00
	WIG	\$ 100.00
	online - no designation	\$ 40.00
	<b>Total Raised</b>	<b>\$ 12,380.64</b>
	PayPal through city website	\$ 295.00
	Total Deposited to date	\$ 11,566.39
	Total Monies Received to date	\$ 11,861.39
	<b>Amount Outstanding to date</b>	<b>\$ 519.25</b>



**MINUTES**  
**REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION**  
**Council Chambers, City Hall**  
**March 23, 2015 – 7:00 pm**

**CALL TO ORDER:** Meeting was called to order at 7:00 p.m. by Chairman William Wascher.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited by all in attendance.

**ROLL CALL:** Roll Call was taken by Recording Secretary Marty Stinson.

**MEMBERS PRESENT:** Chairman Wascher noted that Commissioner Woodworth resigned his position on the board.

Chairman William Wascher, Vice-Chairman Francis Livingston, Secretary Tom Kurtz, Commissioners David Bandkau, Mike O'Leary, Brent Smith, Thomas Taylor, and Craig Weaver.

**MEMBERS ABSENT:** Vacancy.

**OTHERS PRESENT:** Susan Montenegro, Assistant City Manager and Director of Community Development; Scott Perrin and Julie Wright, Perrin Construction; Mr. Michael Colpetzer, Spicer Group; Mr. Nathan Hemenway and Mr. Marc Irvine of Machine Tool and Gear, 401 S. Chestnut Street; Mr. Gregg Jones, Tial Products, 450 S. Shiawassee Street; Mr. Justin Horvath; Director of the Shiawassee Economic Development Partnership and several owners of properties regarding the Corunna Avenue rezonings.

**AGENDA APPROVAL:**  
**MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER LIVINGSTON TO APPROVE THE AGENDA FOR MARCH 23, 2015.**  
**YEAS ALL. MOTION CARRIED.**

**MINUTES APPROVAL:**  
**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER KURTZ TO APPROVE THE MINUTES FOR THE MEETING FOR FEBRUARY 23, 2015.**  
**YEAS ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum.
2. PC minutes from February 23, 2015
3. Machine Tool & Gear Site Plan Review – 401 S. Chestnut.

**COMMISSIONER / PUBLIC COMMENTS:**  
Mr. Gregg Jones, Tial Products, 450 S. Shiawassee Street, spoke about the proposed I-2 language. He has concerns about this language and the possible change to the zoning of his property to I-1. This is in conflict with his long term plans. He talked about casting of industrial metals.

Mr. Justin Horvath, Director of the Shiawassee Economic Development Partnership, is really excited to see the expansion at Machine Tool and Gear. He is also in support of Tial Products and wants to see their needs met with the zoning issue.

**PUBLIC HEARING:** None

**SITE PLAN REVIEW:**

**1. Machine Tool & Gear – 401 S. Chestnut.**

Scott Perrin and Julie Wright were present from Perrin Construction out of Durand for the building addition. Mr. Michael Colpetzer, Spicer Group; Mr. Nathan Hemenway and Mr. Marc Irvine of Machine Tool and Gear were also in attendance.

Mr. Colpetzer presented the parking lot issue based on the size of building that the Zoning Board of Appeals have previously approved making less impervious covering on the property and improved drainage in the area. Discussion continued regarding the drainage to the county drain, parking lot lighting; the electrical substation on the property, excavation for the pond; and the one door will be the only ingress which requires handicap parking.

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER LIVINGSTON THAT THE OWOSSO PLANNING COMMISSION HEREBY APPROVES THE APPLICATION FOR SITE PLAN REVIEW FOR MACHINE TOOL & GEAR, 401 S. CHESTNUT STREET, PARCEL # 050-546-000-017-00 AS APPLIED IN PLANS DATED MARCH 2015, PENDING REVIEW OF THE PARKING LOT LIGHTING AND DRAINAGE PLAN BY THE CITY ENGINEER.  
YEAS ALL. MOTION CARRIED.**

**BUSINESS ITEMS:**

**1. M-71 Rezoning**

The board discussed various properties in the area of M-71. Revisions were made to the rezoning list which will be reviewed at the next meeting.

**2. Light Industrial Zoning Language**

Discussion about this language involved a possible I-3 zoning, wanting to avoid intensive manufacturing processes that would be difficult on neighbors; simpler language in the zoning ordinance; foundry operations; special approval section in the language; special use permits; and the impact of power generation. Ms. Montenegro will meet with Mr. Gregg Jones to integrate appropriate language for the I-1 light industrial district. Changes will be brought back to the Planning Commission for review at the April meeting.

8:28 p.m. Commissioner Kurtz left the meeting

**ITEMS OF DISCUSSION:** None

**COMMISSIONER / PUBLIC COMMENTS:** None

**ADJOURNMENT:**

**MOTION BY COMMISSIONER LIVINGSTON, SUPPORTED BY COMMISSIONER SMITH TO ADJOURN AT 8:40 P.M. UNTIL NEXT MEETING ON APRIL 27, 2015.  
YEAS ALL. MOTION CARRIED.**

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Tom Kurtz, Secretary

mms