#### CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MONDAY, AUGUST 06, 2018 7:30 P.M.

Meeting to be held at City Hall 301 West Main Street

### <u>AGENDA</u>

OPENING PRAYER: PLEDGE OF ALLEGIANCE: ROLL CALL: APPROVAL OF THE AGENDA: APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 16, 2018:

#### ADDRESSING THE CITY COUNCIL

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

#### PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

#### **PUBLIC HEARINGS**

None.

#### **CITIZEN COMMENTS AND QUESTIONS**

#### CITY MANAGER REPORT

1. Project Status Report

#### CONSENT AGENDA

 <u>Annual Neighborhood Block Party</u>. Approve request from Jaimi Redmond, Block Party Organizer, for the closure of the corner of E. Oliver St. and N. Gilbert St. to corner of N. Gilbert St. and Queen St. on Saturday, August 25, 2018 from 3:00 p.m. to 10:00 p.m. and authorize Traffic Control Order No. 1399 formalizing the action.

- 2. <u>Bicycle Show and Swap Meet</u>. Approve request from Rick Morris, Westown Merchant's member, for the closure of the parking lot at 800 W. Main St. on Sunday, August 12, 2018 from 8:00 a.m. to 3:00 p.m. and authorize Traffic Control Order No. 1400 formalizing the action.
- Owosso Community Players parking spaces. Approve request from Carl Ludington, OCP Representative, for the use of 2 parking spaces directly in front of OCP for the 2018-2019 OCP shows on the following dates/times: 2018 3:00 pm shows - Sept 9, 16; Nov. 4, 11; Dec. 9; 2018 8:00 pm shows - Sept, 7, 8, 14, 15; Nov. 2, 3, 9, 10; Dec. 7, 8; 2019 3:00 pm shows - Feb 24, Mar 3, Apr 28, May 5, June 16, 23; 2019 8:00 shows - Feb 22, 23, Mar 1, 2, Apr 26, 27, May 3, 4, Jun 14, 15, 21, 22 and authorize Traffic Control Order No. 1401 formalizing the action.
- 4. <u>End of Summer Block Party</u>. Approve request from Niche Bar and Lounge for the closure of the 100 block of N. Washington St. (between O-Town Café and bank) on Saturday, September 15, 2018 from 5:00 p.m. to 1:00 a.m. and authorize Traffic Control Order No. 1402 formalizing the action.
- 5. <u>Agreement between SRESD and OFD</u>. Approve agreement between the Shiawassee Regional Education Service District (SRESD) and the City of Owosso Fire Department (OFD) to administer the education and clinical experiences of the students.
- 6. <u>Amend Ambulance Rates</u>. Approve amendment to the current rate schedule by adding a new rate for "Wait and Return" at \$262.03 and to amend the "In-Facility Transport" fee to \$262.03.
- 7. <u>Police Vehicle Changeover</u>. Approve payment to Mid-Michigan Sales and Service L.L.C. for the purchase of equipment and labor to changeover 2018 Ford Police vehicle in the amount of \$8,605.00 and waive competitive bid process.
- Professional Services Agreement Master Plan Update. Approve an agreement with CIB Planning, Inc. to provide professional services to the city for its Master Plan Update in an amount not to exceed \$20,000.00.
- <u>Amendment No. 1 OHM Advisors for Industrial Park Connector Project</u>. Approval of Amendment No. 1 to the contract with OHM Advisors for additional engineering services in the amount of \$4,728.00 for testing, recording and general oversight services of questionable soils excavated from the Monroe Street work site.
- <u>2019 Street Program Special Assessment Resolution No. 1</u>. Approval of 2019 Street Program Special Assessment Resolution No. 1 to identify the following proposed projects for street resurfacing:

Seventh Street: from Oliver Street to King Street: Clark Street: from Oliver Street to King Street North Street: from west city limits to Chipman Street Ryan Street: from Chipman Street to Cedar Street Cedar Street: from South Street to Hampton Street Palmer Street: from Gute Street to Prindle Street Allendale Avenue: from Gould Street to east city limits Abrey Avenue: from Melinda Avenue to Allendale Avenue Monroe Street: from McMillan Avenue to east city limits Washington Street: from Gute Street to Corunna Avenue

11. <u>GIS Support Services for Water & Sewer Mapping – Addendum No. 7</u>. Approval to amend the professional services agreement with Orchard, Hiltz and McClement (OHM) of Livonia, Michigan, for additional GIS-geodatabase maintenance support services in the amount of \$20,000.00.

- Amend Resolution No. 122-2017 for Special Assessment District No. 2017-04. Approval to amend the payment term from 5 years to 10 years on Special Assessment Resolution No. 122-2017 for District No. 2017-04 to not pose an undue hardship upon property owners.
- 13. <u>Warrant No. 560</u>. Authorize Warrant No. 559 as follows:

| Vendor        | Description  | Fund    | Amount      |
|---------------|--|---------|-------------|
| BS&A Software | Annual service and support for ten modules 8/1/18-8/1/19 | Various | \$12,062.00 |

14. Check Register – July 2018. Affirm check disbursements totaling \$2,224,020.07 for July 2018.

#### **ITEMS OF BUSINESS**

- 1. <u>2018-19 Water & Sewer Rates</u>. (This item was postponed from the July 16, 2018 meeting.) Approve the proposed water and sewer rates for the 2018-19 fiscal year.
- 2. <u>City Council Vacancy</u>. Determine the process to fill City Council vacancy due to the resignation of Burton Fox.
- 3. <u>Osburn Lakes Waiver of Reversionary Clause</u>. Consider waiving the "reversionary clause" for Lots 63 and 64 of the Osburn Lakes Residential Site Condominium development.
- 4. <u>Owosso Parks Commission and Owosso Historical Commission Ballot Language</u>. Consider placing the language requesting that 1 mill be levied for parks and historical capital improvements on the November 2018 ballot

#### **COMMUNICATIONS**

- 1. Downtown Development Authority/Main Street. Minutes of July 11, 2018.
- 2. Parks & Recreation Commission. Minutes of July 26, 2018.

#### **CITIZEN COMMENTS AND QUESTIONS**

#### NEXT MEETING

Monday, August 20, 2018

#### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2019 Building Board of Appeals – Alternate - term expires June 30, 2021 City Council – term expires November 13, 2018 Historical Commission – term expires December 31, 2020 Parks & Recreation Commission – term expires June 30, 2019 Zoning Board of Appeals – term expires June 30, 2021

#### ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone:

(989) 725-0500; Email: <u>city.clerk@ci.owosso.mi.us</u>. The City of Owosso Website address is <u>www.ci.owosso.mi.us</u>.

#### CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MINUTES OF JULY 16, 2018 7:30 P.M.

| PRESIDING OFFICER:    | MAYOR CHRISTOPHER T. EVELETH   |
|-----------------------|--|
| OPENING PRAYER:       | JOSHUA ADAMS<br>DDA/MAIN STREET EXECUTIVE DIRECTOR   |
| PLEDGE OF ALLEGIANCE: | JOHN HORVATH   |
| PRESENT:              | Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,<br>Councilmembers Burton D. Fox, Elaine M. Greenway, and Daniel A.<br>Law. |
| ABSENT:               | Councilmembers Loreen F. Bailey and Robert J. Teich, Jr.   |

#### APPROVE AGENDA

Motion by Councilmember Fox to approve the agenda with the addition of the following item:

Consent 10. <u>Boards and Commissions Appointment</u>. Approve appointment of Andrew Workman to the Parks & Recreation Commission to fill the unexpired term of Nell Anne Hebekeuser expiring June 30, 2019.

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

#### APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 2, 2018

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of July 2, 2018 as presented.

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

#### **PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

#### PUBLIC HEARINGS

None.

#### **CITIZEN COMMENTS AND QUESTIONS**

Ann Mabry, 1331 N. Ball Street, told the story of how her dog had recently experienced an after-hours emergency situation that required emergency treatment and hospitalization. She said she went to the Fire Department with her dog to see if she could purchase some oxygen to assist his breathing while she figured out what to do. She said the EMTs and paramedics at the Fire Department gave her dog first aid, assisted her in finding an after-hours emergency vet, and even loaned her a GPS unit so that she

wouldn't get lost on her way. She said she was very thankful for their efforts, saying they didn't need to do the things they did.

City Manager Nathan R. Henne introduced the City's new Assistant City Manager/Community Development Director Amy Cyphert to the Council.

#### CITY MANAGER REPORT

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

#### CONSENT AGENDA

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

<u>Non-Profit Organization Recognition Request – Action for Child Care</u>. Approve local governing body resolution recognizing Action for Child Care as a non-profit organization operating in the City of Owosso for the purpose of obtaining a charitable gaming license from the State of Michigan Lottery as follows:

#### **RESOLUTION NO. 109-2018**

#### LOCAL GOVERNING BODY RESOLUTION RECOGNIZING LOCAL NON-PROFIT ORGANIZATION FOR CHARITABLE GAMING LICENSE

The Owosso City Council hereby approves the request of Action for Child Care asking they be recognized as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license from the State of Michigan Lottery.

<u>ArtWalk Permission</u>. Approve the application of Owosso Main Street/DDA for use of Main Street Plaza September 8, 2018 from 8:00am to 5:00pm for the ArtWalk event, waive the insurance requirement, and authorize Traffic Control Order No. 1397 formalizing the requested closure.

<u>Vintage Motorcycle Days Permission</u>. Approve the request from Owosso Main Street for the closure of Washington Street from Main to Williams and Exchange Street from Washington to Park for the Vintage Motorcycle Days event on Saturday, August 25, 2018 from 7:00 am to 5:00 pm, waive the insurance requirement, and authorize Traffic Control Order No. 1398 formalizing the action.

**Bid Award - Sand and Gravel, Selection #1**. Accept the low bid of Constine Gravel Company for Class II Backfill Sand in the amount of \$4.98 per ton, 22A gravel in the amount of \$8.98 per ton, and 6A limestone in the amount of \$22.75 per ton for the fiscal year ending June 30, 2019, authorize payment in accordance with unit prices up to 2,500 tons, 1,800 tons, and 150 tons respectively, and further authorize a contingency amount of \$4,000.00 for a total amount not to exceed \$36,026.50. (The resolution for this item is combined with the following item.)

**Bid Award - Sand and Gravel, Selection #2**. Accept the low bid of Ocenasek, Inc. for 21AA limestone in the amount of \$19.50 per ton and H1 limestone chip in the amount of \$31.00 per ton for the fiscal year ending June 30, 2019, authorize payment in accordance with unit prices up to 300 tons and 250 tons respectively, and further authorize a contingency amount of \$1,000.00 for a total amount not to exceed \$14,601.00 as follows:

#### **RESOLUTION NO. 110-2018**

#### AUTHORIZING THE PURCHASE AND DELIVERY OF A SAND AND GRAVEL FROM CONSTINE GRAVEL COMPANY OF OWOSSO, MICHIGAN AND OCENASEK, INC. OF PERRY, MICHIGAN

system and has submitted the sole bid.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firm Complus Data Innovations, Inc. to provide professional software, hardware, and maintenance services for the management of parking enforcement.
- SECOND: The mayor and city clerk are hereby instructed and authorized to sign the document attached, FastTrack Services Agreement between Complus Data Innovations, Inc, and the city of Owosso.
- THIRD: The accounts payable department is authorized to pay Complus Data Innovations, Inc. in accordance with contract unit prices for actual quantities required, with an estimated annual cost of \$6,025.00.

<u>Professional Service Agreements – School Liaison Officers</u>. Authorize professional service agreements with Michael Ash and Michael Wheeler for the provision of services related to the school liaison officer position for the Owosso Public Schools as detailed in the following two resolutions:

#### **RESOLUTION NO. 112-2018**

## AUTHORIZATION THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH MICHAEL L. ASH

WHEREAS, the City of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to have school liaison officers; and

WHEREAS, it has been determined that Michael L. Ash is qualified to serve as a school liaison officer.

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

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Michael L. Ash as a school liaison officer.
- SECOND: that the mayor and city clerk are hereby instructed and authorized to sign the document attached as Independent Contractor Agreement between the City of Owosso and Michael L. Ash effective July 16, 2018.

#### **RESOLUTION NO. 113-2018**

#### AUTHORIZATION THE EXECUTION OF AN INDEPENDENT CONTRACTOR AGREEMENT WITH MICHAEL G. WHEELER

WHEREAS, the City of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to have school liaison officers; and

WHEREAS, it has been determined that Michael G. Wheeler is qualified to serve as a school liaison officer.

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

FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Michael G. Wheeler as a school liaison officer.

SECOND: that the mayor and city clerk are hereby instructed and authorized to sign the document attached as Independent Contractor Agreement between the City of Owosso and Michael G. Wheeler effective July 16, 2018.

Warrant No. 559. Authorize Warrant No. 559 as follows:

| Vendor                        | Description   | Fund  | Amount      |
|-------------------------------|---|-------|-------------|
| Caledonia Charter<br>Township | Caledonia Utility Fund payment-<br>3/1/18-6/30/18               | Water | \$21,588.25 |
| Owosso Charter<br>Township    | Owosso Charter Township 2011 Water Agreement-<br>3/1/18-6/30/18 | Water | \$11,931.39 |

Check Register – June 2018.\* Affirm check disbursements totaling \$590,505.00 for June 2018.

**Boards and Commissions Appointment**. Approve the appointment of Andrew Workman to the Parks & Recreation Commission to fill the unexpired term of Nell Anne Hebekeuser expiring June 30, 2019.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmembers Bailey and Teich.

#### **ITEMS OF BUSINESS**

#### **Downtown Parking Lot Regulation Amendments\***

(Postponed from the meeting of July 2, 2018.)

DDA/Main Street Executive Director Joshua Adams described the steps taken by the Board to ensure that all interested parties had the opportunity to make their opinions and desires for downtown parking known. He said the Board plans on reviewing the traffic control orders in question every few years to make sure they continue to meet the needs of everyone downtown, from customers to residents. He also noted a correction to Traffic Control Order No. 1173.7, correcting the leased parking signs to reflect that the lease provision will be in effect seven days per week from 5:00pm – 8:00am.

Motion by Mayor Pro-Tem Osika to approve the recommendations of the DDA/OMS Board regarding changes to the regulations governing use of downtown parking lots, involving Traffic Control Order Nos. 1168 and 1171-1173 eliminating employee parking permits, amending residential parking regulations, and correcting Traffic Control Order No. 1173.7 to reflect that the lease provision will be in effect seven days per week from 5:00pm – 8:00am.

Motion supported by Councilmember Greenway.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmembers Bailey and Teich.

#### Set Medical Marihuana Provisioning Center License Application Window & Drawing

City Manager Henne explained the City's plan to use the Michigan Daily 3 & 4 evening drawings to determine the winners of the four available provisioning center licenses.

He went on to explain that according to the ordinance the window to receive applications would be thirty days in length and the drawing would be conducted during a public meeting, the dates and times of which are now in question. The ordinance requires applicants to be pre-qualified by the State, but the department responsible for processing pre-qualification applications is extremely backed up, significantly limiting the number of candidates eligible to participate in the drawing. Mr. Henne said he felt the proposed dates for the application window and drawing were too early and could possibly exclude many local applicants. Mayor Eveleth suggested an application window stretching from October 1, 2018 to October 30, 2018 and reassessment of the timing of the window at the end of September.

Motion by Mayor Pro-Tem Osika to authorize setting a 30-day window in which to receive applications from qualified applicants seeking one of four provisioning center licenses and further set the date, time, and process for the lottery to determine the four winning applicants as follows:

#### **RESOLUTION NO. 114-2018**

#### SETTING THE PROCESS FOR HOLDING A LOTTERY TO DETERMINE WHO SHALL BE ELIGIBLE TO HOLD A LICENSE FOR A MEDICAL MARIHUANA PROVISIONING CENTER IN THE CITY OF OWOSSO

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved its medical marijuana ordinance on July 2, 2018; and

WHEREAS, the City of Owosso medical marijuana facilities licensing ordinance requires a lottery system for the selection of up to four (4) provisioning center licenses; and

WHEREAS, staff has recommended the use of the Michigan Daily 3 and Daily 4 evening lottery drawings to aid in the selection of the four (4) provisioning center licenses to reduce the possibility or perception of bias in conducting said lottery drawing for provisioning centers; and

WHEREAS, each interested applicant must submit one three (3) digit number and one four (4) digit number to the Building Department between October 1, 2018 and October 30, 2018 along with the requisite five thousand dollar (\$5,000) application fee to be entered into the lottery drawing; and

WHEREAS, the date of the Michigan Daily 3 and Daily 4 evening drawings that shall be utilized to conduct the provisioning center lottery selection will be determined at a later date, a viewing of which will be held in the City Hall Council Chambers; and

WHEREAS, the closest four numbers to the Daily 3 drawing result will be issued a local provisioning center license; and

WHEREAS, the Daily 4 drawing result will be utilized in a similar fashion to break any ties from the Daily 3 drawing; and

WHEREAS, those who do not win the drawing will receive two thousand five hundred (\$2,500) of their application fee back; and

WHEREAS, the medical marijuana facilities licensing ordinance further requires applicants entering the drawing be pre-qualified by the State of Michigan in order to participate; and

WHEREAS, the City acknowledges the State department responsible for pre-qualifying medical marihuana facilities license holders is extremely backed up artificially limiting the number of candidates qualified to participate in the drawing; and

WHEREAS, the City wishes to have a robust drawing involving all parties that are interested participating.

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 adopt a medical marijuana provisioning center license lottery as described above.
- SECOND: The timing of the application window shall be reexamined at the end of September to determine whether the backlog of applications has been sufficiently processed by the State.
- THIRD: The above revenue from license applications shall be paid to a General Fund revenue account for medical marijuana license fees to be created by the Finance Director.

Motion supported by Councilmember Law.

Roll Call Vote.

- AYES: Councilmembers Law, Greenway, Mayor Pro-Tem Osika, Councilmember Fox, and Mayor Eveleth.
- NAYS: None.
- ABSENT: Councilmembers Bailey and Teich.

#### Fire Truck Steering Committee

Motion by Councilmember Fox to authorize the creation of a 5-member steering committee to oversee the effort to create a firemen's memorial using the City's 1921 LaFrance fire truck with the authority to recommend a plan, drawings, location, etc. for the permanent display as detailed below:

#### **RESOLUTION NO. 115-2018**

#### AUTHORIZING THE CREATION OF A STEERING COMMITTEE TO OVERSEE THE EFFORT TO CREATE AN OWOSSO FIREMEN'S MEMORIAL

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department seeks guidance on the disposition of the 1921 LaFrance Fire Engine; and

WHEREAS, the Owosso City Council reaffirmed at its regular meeting of July 2, 2018 that it wishes to preserve the fire engine as a memorial for fallen Owosso fire fighters; and

WHEREAS, there is community interest in raising funds for the preservation and display of the fire engine as a memorial; and

WHEREAS, a steering committee would be useful in organizing the effort and managing the process to develop said memorial.

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 form a fundraising and memorial design steering committee to preserve the 1921 LaFrance fire engine as a memorial to Owosso fire fighters.
- SECOND: The mayor is instructed to appoint a five (5) member steering committee consisting of City Councilmembers and/or community members.
- THIRD: Said steering committee is to have the power to raise funds and recommend a design to City Council for the fire truck memorial.

Motion supported by Councilmember Law.

Roll Call Vote.

- AYES: Councilmembers Law, Greenway, Mayor Pro-Tem Osika, Councilmembers Fox, and Mayor Eveleth.
- NAYS: None.
- ABSENT: Councilmembers Bailey and Teich.

#### 2018-19 Water & Sewer Rates

Utilities Director Glenn M. Chinavare gave an overview of the proposed rate hike for water & sewer effective July 1, 2018. He said every effort had been made to explore available alternatives in an effort to keep the increase as small as possible, but maintenance, replacements, and new work mandated by the State made it impossible to do so. He went on to list some of the reasons why the proposed 13.5% increase was quite a bit higher than previous years:

#### Water Utility:

These increases are necessary to replenish depleted water capital reserve fund balances. The minimum fund balance for a three to four month operating expense contingency is \$500,000.00. Projected water main replacements in coordination with the Street Rehabilitation Program for 2019 thru 2021 are expected to be at least \$2,600,000.00, which does not yet include the cost of lead and galvanized water service line replacement now mandated by the State of Michigan effective June 14, 2018. Additionally, asset management plans now mandated by the State of Michigan also require an additional skilled staff employee to manage and maintain this information as part of regulatory compliance.

#### Wastewater Utility

While the wastewater capital reserve fund has a positive balance, these reserves have been depleted significantly the past two years to renovate and replace plant processes that expended their useful service life. This includes the two primary clarifiers at \$632,059.00, new HVAC system at \$101,000.00, new influent debris screening units and waste compactor at \$239,300.00, sludge thickener rehabilitation (currently in process) at \$539,000.00, and centrifuge rehabilitation at \$26,500.00. The next plant processes of concern are 1) Influent screw pumps estimated at \$725,000.00, 2) Grit Chamber estimated at \$1,000,000.00, 3) Emergency Generator at \$350,000.00, and 4) Main building roof at \$350,000.00.

He said he had tried hard to come up with a rate that resulted in positive cash flow while not increasing rates too much. He went on to warn that if Council did not pass this increase the City would not be able to do all the projects being proposed, including replacing lines under new streets.

There was discussion between Council and Mr. Chinavare regarding: how our water rates compare to others, the status of the lead water service line replacement grant, neglected maintenance, how the rates for use of the waste water treatment plant are determined, increasing the rates to the townships for use of the waste water treatment plant, and seeking other sources of revenue.

Members of Council expressed their concern over the amount of the increase and the effect it would have on low-income residents. Mayor Eveleth summed it up by saying he felt that staff had put significant effort into formulating a good plan but he needed more time to assess whether residents could handle the increase. He went on to note that two members of Council were not present and he would like the opportunity for them to weigh in on the subject.

Motion by Councilmember Fox to postpone the item regarding water and sewer rates for the 2018-19 fiscal year until the August 6, 2018 meeting.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: Councilmembers Greenway, Fox, Law, and Mayor Eveleth.

NAYS: Mayor Pro-Tem Osika.

ABSENT: Councilmembers Bailey and Teich.

#### COMMUNICATIONS

<u>N. Bradley Hissong, Building Official</u>. June 2018 Building Department Report. <u>N. Bradley Hissong Building Official</u>. June 2018 Code Violations Report. <u>Kevin D. Lenkart, Public Safety Director</u>. June 2018 Police Report. <u>Kevin D. Lenkart, Public Safety Director</u>. June 2018 Fire Report. <u>Parks & Recreation Commission</u>. Minutes of June 27, 2018.

#### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 W. M-21, thanked Council for waiting until August 6<sup>th</sup> to make a decision on the water and sewer rates. He also thanked the Council for their action on the old fire truck and welcomed the City's new Assistant City Manager.

Mark Hanna, 220 W. Main Street, suggested that Council take the opportunity to restructure the entire cost framework of the water and sewer systems. He said having water is a must and the issue is bigger than the City. He suggested that the City may be able to take in more money to fund the systems if they charge all users the same rate.

Councilmember Fox said that he had experienced a lot of turmoil in his life lately with his wife's failing health. He said he wanted to focus all his time on being with her and tendered his resignation. His fellow Councilmembers expressed shock and sadness, but said they understood his decision. He was given a standing ovation for his service to the community over the years.

On a lighter note, Mr. Fox said that he had found someone willing to store the old fire truck on his property, as well as a firm to tow the vehicle to the new location. He further said he is willing to help with the Firemen's Memorial Committee as long as he's here.

Motion by Mayor Pro-Tem Osika to accept, with regret, the resignation of Councilmember Burton Fox.

Motion supported by Councilmember Greenway.

Roll Call Vote.

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

NAYS: None.

(It was later determined that per Charter Section 4.11 Mr. Fox's resignation was not official until such time as it is submitted in writing to the Clerk. Said resignation was received by the Clerk's Office July 20, 2018.)

#### NEXT MEETING

Monday, August 06, 2018

#### **BOARDS AND COMMISSIONS OPENINGS**

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

#### ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 8:52 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

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



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

# **MEMORANDUM**

- DATE: July 16, 2018
- TO: City Council
- FROM: Kevin Lenkart Director of Public Safety
- RE: Traffic Control Order # 1399

Jaimi Redmond, Block Party Organizer, has requested a street closure for the "Annual Neighborhood Block Party".

## LOCATION:

Corner of E. Oliver St. and N. Gilbert St. to corner of N. Gilbert St. and Queen St.

DATE:

8/25/18

TIME:

### 3:00 pm

The Public Safety Department has issued Traffic Control Order No# 1399 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

#### **CITY OF OWOSSO**

## **TRAFFIC CONTROL ORDER**

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

1399

7/16/18

TIME 11:00 am

REQUESTED BY

Kevin Lenkart - Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

Corner of E. Oliver St. and N. Gilbert St. to corner of N. Gilbert St. and Queen St.

EVENT:

Neighborhood Block Party DATE: August 25, 2018 3:00 pm

APPROVED BY COUNCIL

, 20 \_\_\_\_\_

REMARKS

#1399



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

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

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

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

| Name  | e of individual or group                   | : Neighborhood  | Block Party                                      | Date:  | 7-6-18                                |
|-------|--|---|--|--|---------------------------------------|
| Prima | ary Contact Person<br>Name:<br>Title:      | Red n   | Ional  |  |                                       |
|       | Address:                                   | 701 & Oliver S  | <u>+</u>   |  |                                       |
|       |  | Ohosso mi 4   | 3867   |  |                                       |
|       | Phone:                                     | 989-666-639   | 7  |  |                                       |
| Requ  | ested Date(s):                             | 25-2018   | Requested Hou                                    | rs: <u>2:30pm</u>                            | - 10:00pm                             |
| Area  | Requested (Parking Lo                      | ot - Parade Route): <u>(MM</u>  |  |  |                                       |
|       |  | ilbert & Queen  | 0  |  | 0                                     |
|       |  | use for which the request   |  | had block                                    | party.                                |
|       | Attach copies of any                       | rules or policies applical  | le to persons participa                          | tting in the event.                          |                                       |
|       | Evidence to the City additional insured in | of insurance coverage ap<br>an amount of not less that                                    | plicable to the event o<br>in \$500,000 combined | r activity naming t<br>single limit.         | he City as an                         |
| X     | unavailable or canno                       | or<br>ny waive such insurance r<br>t be obtained at a reasona<br>nd recognized public pur | ble cost and the event                           | nines that insuranc<br>or activity is in the | e coverage is<br>e public interest or |
| ••••• | •••••••••••••••••••••••••••••••••••••••    | Do Not Write Below Th   | is Linc - For Officials Use Or                   | nly  | •••••••                               |
| Appro | ved 🗌 Not Approved [                       | Date:   |  | Fraffic Control Order                        | Number                                |
| Cc:   | DDA - Director<br>WCIA - Chairperson       |   |  |  |                                       |



## August 25, 2018

## Let's Get the Party Started!

## 2:30pm on North Gilbert Street

Lunch is served at 3:00pm

## Please bring a passing dish,

## lawn chairs, & BYOB

Hot dogs will be provided. If you should want something besides hotdogs, please bring it already prepared.



Please direct any questions to Jaimi 989-666-6397



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

# **MEMORANDUM**

DATE: July 27, 2018

TO: City Council

- FROM: Kevin Lenkart Director of Public Safety
- RE: Traffic Control Order # 1400

Rick Morris, Westown Merchant's member, has requested a lot closure for the "Bicycle Show and Swap Meet".

## LOCATION:

Parking Lot at 800 W. Main St.

DATE:

August 12, 2018

TIME:

### 8:00 am – 3:00 pm

The Public Safety Department has issued Traffic Control Order No# 1400 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

#### **CITY OF OWOSSO**

## **TRAFFIC CONTROL ORDER**

(SECTION 2.53 UNIFORM TRAFFIC CODE)

| ORDER | NO. |
|-------|-----|
|-------|-----|

DATE

1400

7/27/18

10:00 am

TIME

REQUESTED BY

Kevin Lenkart - Director of Public Safety

TYPE OF CONTROL

Parking Lot Closure

LOCATION OF CONTROL

800 W. Main St. Parking Lot

EVENT:

Bicycle Show and Swap Meet DATE: August 12, 2018 8:00 am - 3:00 pm

APPROVED BY COUNCIL

, 20 \_\_\_\_\_

REMARKS





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

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

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

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

| Name   | of individual or group:              | Destown Mer   | chants                          | Date: <u>7-17-18</u>                    |  |
|--|--------------------------------------|---|---------------------------------|---|--|
| Prima  | ry Contact Person<br>Name:           | RICK MO.  | RRIS                            |   |  |
|  | Title:                               | PRESIDENT   | -<br>                           |   |  |
|  | Address:                             | 814 W. M  | 1AIN St                         |   |  |
|  | Phone:                               | 989.175-  | 8373                            |   |  |
| Reque  |                                      | ST 12+1 201   |                                 | 8AM - 3PM                               |  |
| Area l   | Requested (Parking Lot               | - Parade Route):  | KING LOT                        | 800 W. MAIN St.                         |  |
| Detail   | ed description of the us             | e for which the request is                                    | made: <u>BICYCLE</u>            | SHOW & SWAP Meet                        |  |
|  | Attach copies of any r               | ules or policies applicabl                                    | e to persons participating      | g in the event.                         |  |
|  | ÷                                    | of insurance coverage app<br>an amount of not less than<br>or |                                 | tivity naming the City as an gle limit. |  |
| The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose. |                                      |   |                                 |   |  |
| •••••  |                                      | Do Not Write Below This                                       | s Line - For Officials Use Only |   |  |
| Approv   | ved 🗌 Not Approved 🗌                 | ] Date:   | Traf                            | fic Control Order Number                |  |
| Cc:  | DDA - Director<br>WCIA - Chairperson | #1378   |                                 |   |  |

appe MANNUE THE RUP AND THAT IT IS MY RESPONSIBILITY TO KNOW, MUD. OBSY ALL LAWS AND ENSURE MY DWN SAFETY. I AM Physically FIT AND ABLE WITH THEM WILL NOT BE LINDLE FOR MY LOSS, INJURY OR DEATH RELATED TO THE AI RIVERS MUST SIGN THE REPEASE. A MRENT'S SCANTURE OWDSSO BIRG FEST OR ACTIVITIES ASSOURTED WITH IT IT I THORE AND SHE FOR THE FREE P F REQUIRED FOR ADDICANTS INDER 18, RIDERS UNDER 16 MUST DE RE REXS ASSOCIATED WITH THESE RETIVITIES AND I WILLINGY ABOUT THESE RISKS. I KNOW THAT THE KIDE ORGANIZER'S SOLE FUNCTION 13 I here THIT THE HOUSE OF WHEELS IN U. AND ANONE ASSOCIATED # SIGNATURE FIGTNAME Accompanies by an ADUCT. GURBOIRN) SIGNATURE OPTUPO to preticipate. that name



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

# **MEMORANDUM**

- DATE: July 27, 2018
- TO: City Council
- FROM: Kevin Lenkart Director of Public Safety
- RE: Traffic Control Order # 1401

Carl Ludington, OCP Representative, has requested parking spaces closure for the 2018-2019 OCP shows.

## LOCATION:

### 2 parking spaces directly in front of OCP

#### DATES/TIMES:

| 2018 3:00 pm shows        | 2019 3:00 pm shows     |
|---------------------------|------------------------|
| Sept 9, 16                | Feb 24                 |
| Nov 4, 11                 | Mar 3                  |
| Dec 9                     | Apr 28                 |
| <u>2018 8:00 pm shows</u> | May 5                  |
| Sept 7, 8, 14, 15         | June 16, 23            |
| Nov 2, 3, 9, 10           | <u>2019 8:00 shows</u> |
| Dec 7, 8                  | Feb 22, 23             |
|                           | Mar 1, 2               |
|                           |                        |
|                           | Apr 26, 27             |
|                           | Apr 26, 27<br>May 3, 4 |
|                           | • •                    |

The Public Safety Department has issued Traffic Control Order No# 1401 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

#### **CITY OF OWOSSO**

## **TRAFFIC CONTROL ORDER**

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

11:00 am

1401

7/27/18

REQUESTED BY

Kevin Lenkart - Director of Public Safety

TYPE OF CONTROL

Parking Spot Closure - two parking

LOCATION OF CONTROL

2 parking spaces directly in front of OCP

EVENT:

| Owosso Comr                           | nunity Players     |  |  |  |  |
|---------------------------------------|--------------------|--|--|--|--|
| Sept 2018 thru June 2019 showings     |                    |  |  |  |  |
| 2018 3:00 pm shows 2019 3:00 pm shows |                    |  |  |  |  |
| Sept 9, 16                            | Feb 24             |  |  |  |  |
| Nov 4, 11                             | Mar 3              |  |  |  |  |
| Dec 9                                 | Apr 28             |  |  |  |  |
| <u>2018 8:00 pm shows</u>             | May 5              |  |  |  |  |
| Sept 7, 8, 14, 15                     | June 16, 23        |  |  |  |  |
| Nov 2, 3, 9, 10                       | 2019 8:00 shows    |  |  |  |  |
| Dec 7, 8                              | Feb 22, 23         |  |  |  |  |
|                                       | Mar 1, 2           |  |  |  |  |
|                                       | Apr 26, 27         |  |  |  |  |
|                                       | May 3, 4           |  |  |  |  |
|                                       | Jun 14, 15, 21, 22 |  |  |  |  |

APPROVED BY COUNCIL

, 20

REMARKS

1401



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

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

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

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

Name of individual or group: Owosso Community Playels Date: 7-16-18

Primary Contact Person

Requested Date(s):

Area Requested (Parking Lot - Parade Route):

Detailed description of the use for which the request is made:



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

# **MEMORANDUM**

- DATE: July 27, 2018
- TO: City Council
- FROM: Kevin Lenkart Director of Public Safety
- RE: Traffic Control Order # 1402

Pete Yerian, Owner/Operator of Niche Bar and Lounge, has requested a street closure for the "End of Summer Block Party".

## LOCATION:

100 Block of N. Washington St. (between O-Town Café and bank).

### DATE/TIME:

September 15, 2018 5 pm – 1 am

The Public Safety Department has issued Traffic Control Order No# 1402 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

#### **CITY OF OWOSSO**

## **TRAFFIC CONTROL ORDER**

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

1402

7/27/18

TIME 3:00 pm

REQUESTED BY

Kevin Lenkart - Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

100 Block of N. Washington St. (between O-Town Café and bank)

EVENT:

End of Summer Block Party September 15, 2018 5:00 pm – 1: am

APPROVED BY COUNCIL

, 20

REMARKS



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

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

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

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

|         | ·  | AL La                | 2                                  | 21                                      | _                                      | -                              |
|---------|--|----------------------|------------------------------------|---|--|--------------------------------|
| Name    | of individual or group:  | 1Viche               | 1261                               | E Lounge                                | Date:                                  | 1-23-18                        |
|         | y Contact Person<br>Name:  | Pete Ve              |                                    |   |  |                                |
|         | Title:   | Owner 1              |                                    |   |  |                                |
|         | Address:   | 112 N. 1             | Washingto                          | n St                                    |  |                                |
|         |  | OWOS30               | MI 4                               | 8867                                    |  |                                |
|         | Phone:   | 989-413              | 3-1207                             |   |  |                                |
| Reque   | sted Date(s): <u>9-13</u>  | -18                  | Re                                 | quested Hours:                          | 5 pm -                                 | lam                            |
| Area R  | Requested (Parking Lot   | · Parade Route): _   | 100 61                             | ock of                                  | Nor th                                 | Washinton                      |
| 51      | - (between   | 0-Town               | Cafe                               | é The                                   | Bunk                                   | \<br>\                         |
| Detaile | ed description of the use  | of which the req     | uest is made:                      | Énd of                                  | Summer                                 | 6 lock                         |
|         | Party  |                      |                                    |   |  |                                |
|         | Attach copies of any n   | les or policies app  | plicable to pers                   | ons participating                       | g in the event.                        |                                |
|         | Evidence to the City of<br>additional insured in a                           | n amount of not le   | ge applicable t<br>ss than \$500,0 | o the event or ac<br>00 combined sin    | tivity naming th<br>gle limit.         | e City as an                   |
|         | The City Council may<br>unavailable or cannot l<br>fulfills a legitimate and | be obtained at a rea | asonable cost a                    | nt if it determine<br>nd the event or a | s that insurance<br>activity is in the | coverage is public interest or |
| •••••   | •                                      | Do Not Write Be      | low This Line - For                | Officials Use Only                      |  | ••••                           |
| Approve | ed 🗌 Not Approved 🗌  |                      |                                    |   | fic Control Order N                    | umber                          |
| Cc:     | DDA - Director<br>WCIA - Chairperson   |                      |                                    |   |  |                                |



## CERTIFICATE OF LIABILITY INSURANCE

CRAFT-2 OP ID: JCG
DATE (MM/DD/YYYY)

|  |                         |                       |  |                               |   |   | 07/   | 27/2018                      |
|--|-------------------------|-----------------------|--|-------------------------------|---|---|---|------------------------------|
| THIS CERTIFICATE IS ISSUED AS A<br>CERTIFICATE DOES NOT AFFIRMAT<br>BELOW. THIS CERTIFICATE OF INS<br>REPRESENTATIVE OR PRODUCER, A  | IVEL)<br>BURA<br>ND TH  | Y OF<br>NCE<br>HE C   | NEGATIVELY AMEND,<br>DOES NOT CONSTITU<br>ERTIFICATE HOLDER.           | EXTEI<br>TE A C               | ND OR ALT                               | ER THE CO<br>BETWEEN T                    | VERAGE AFFORDED BY THE<br>THE ISSUING INSURER(S), AU                      | E POLICIES                   |
| IMPORTANT: If the certificate holder<br>the terms and conditions of the policy<br>certificate holder in lieu of such endon   | , certa                 | ain p                 | olicies may require an e   | policy(<br>ndorse             | les) must be<br>ment. A stat            | endorsed.<br>tement on th                 | If SUBROGATION IS WAIVED<br>is certificate does not confer r              | , subject to<br>ights to the |
| PRODUCER   |                         |                       |  | CONTA<br>NAME:                | er Jan C. G                             | ibson                                     |   |                              |
| Johnston Lewis Associates, inc<br>675 E. Maple Road  |                         |                       |  |                               | , Ext); 248-60                          | 2-4294                                    | FAX<br>(A/C, No); 248-6   | 02-4295                      |
| Troy, MI 48083<br>Antonino J. Minaudo  |                         |                       |  | E-MAIL                        | ss: jang@jo                             | hnstonlewi                                |   |                              |
| Antonnio J. minaduo  |                         |                       |  | INBURER(S) AFFORDING COVERAGE |   |   |   | NAIC #                       |
|  |                         |                       |  | INSURE                        | RA: Conifer                             | Insurance                                 | Company   |                              |
| NBURED Craft Pub of Owosso, LLC.<br>12224 19 Mile Rd<br>Sterling Heights, MI 48313   |                         |                       | INSURE   | RB:                           |   |   |   |                              |
|  |                         |                       |  | INSURE                        | RC:                                     |   |   |                              |
| ······································   | -                       |                       |  | INSURE                        | RD:                                     |   | ······································                                    |                              |
|  |                         |                       |  | INSURE                        | RE:                                     |   |   |                              |
|  |                         |                       |  | INSURE                        | RF:                                     | ,   |   |                              |
|  |                         | - Company             | NUMBER:  |                               |   |   | REVISION NUMBER:  |                              |
| THIS IS TO CERTIFY THAT THE POLICIES<br>INDICATED. NOTWITHSTANDING ANY RI<br>CERTIFICATE MAY BE ISSUED OR MAY<br>EXCLUSIONS AND CONDITIONS OF SUCH   | Equir<br>Pert.<br>Polic | IEME<br>AIN,<br>CIES. | NT, TERM OR CONDITION<br>THE INSURANCE AFFORD<br>LIMITS SHOWN MAY HAVE | OF AN                         | Y CONTRACT<br>THE POLICIE<br>REDUCED BY | OR OTHER I<br>S DESCRIBEI<br>PAID CLAIMS. | DOCUMENT WITH RESPECT TO<br>D HEREIN IS SUBJECT TO ALL                    | WHICH THIS                   |
| NSR TYPE OF INSURANCE  | INSD                    | BUBR<br>WVD           | POLICY NUMBER  |                               | POLICY EFF<br>(MM/DD/YYYY)              | POLICY EXP<br>(MM/DD/YYYY)                | LIMITS  |                              |
| A X COMMERCIAL GENERAL LIABILITY   |                         |                       |  |                               |   |   | EACH OCCURRENCE \$  | 1,000,000                    |
|  | Y                       |                       | CICP018211   |                               | 02/28/2018                              | 02/28/2019                                | PREMISES (Ea occurrence) \$   | 5,00                         |
|  |                         |                       |  |                               |   |   | MED EXP (Any one person) \$   | 50,00                        |
|  |                         |                       |  |                               |   |   | PERSONAL & ADV INJURY \$  | 1,000,00                     |
| GEN'L AGGREGATE LIMIT APPLIES PER:   |                         |                       |  |                               |   |   | GENERAL AGGREGATE \$  | 2,000,00                     |
|  |                         |                       |  |                               |   |   | PRODUCTS - COMPIOP AGG \$   | 2,000,00                     |
| OTHER:<br>AUTOMOBILE LIABILITY   |                         |                       |  |                               | ·                                       | ·   | S COMBINED SINGLE LIMIT   |                              |
| }  |                         |                       |  |                               |   |   | (Ea accident) SODILY (NURY (Per person) \$                                |                              |
| ANY AUTO   |                         |                       |  |                               |   |   | BODILY INJURY (Per accident) \$   |                              |
| AUTOS AUTOS NON-OWNED  |                         |                       |  |                               |   |   | PROPERTY DAMAGE   |                              |
| HIRED AUTOS AUTOS  |                         |                       |  |                               |   |   | (Per accident) \$   |                              |
| UMBRELLA LIAB OCCUR  |                         |                       |  |                               | ·····                                   |   | EACH OCCURRENCE \$  |                              |
| EXCESS LIAB CLAIMS-MADE  |                         |                       | 4  |                               |   |   | AGGREGATE \$  | •••                          |
| DED RETENTION \$   | 1                       |                       |  |                               |   |   | S S   |                              |
| WORKERS COMPENSATION   | 1                       |                       |  |                               |   |   | PER OTH-  |                              |
| AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE   |                         |                       |  |                               |   |   | E.L. EACH ACCIDENT \$   |                              |
| OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)  | N/A                     |                       |  |                               |   |   | E.L. DISEASE - EA EMPLOYEE \$   |                              |
| if yes, describe under<br>DESCRIPTION OF OPERATIONS below  |                         |                       |  |                               |   |   | E.L. DISEASE - POLICY LIMIT \$  |                              |
| A Liquor Liability   |                         |                       | CILL018212   |                               | 02/28/2018                              | 02/28/2019                                | Each Occu   | 1,000,00                     |
|  |                         | ĺ                     |  |                               |   |   | Gen. Aggr   | 1,000,00                     |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)<br>City of Owosso is named as additional insured with respects to the General<br>Liability for the event being held on 9/15/18. |                         |                       |  |                               |   |   |   |                              |
| CERTIFICATE HOLDER   |                         |                       |  | CAN                           | ELLATION                                |   |   |                              |
|  |                         |                       | OWOSS-1  |                               |   |   |   |                              |
| City of Owosso<br>301 W. Main St.<br>Owosso, MI 48867  |                         |                       |  | THE                           | EXPIRATION<br>ORDANCE WI                | N DATE THI<br>TH THE POLK                 | ESCRIBED POLICIES BE CANCEL<br>EREOF, NOTICE WILL BE DE<br>EY PROVISIONS. |                              |
|  |                         |                       |  | AUTHORIZED REPRESENTATIVE     |   |   |   |                              |
|  |                         |                       |  |                               | © 1988                                  | -2014 ACOR                                | D CORPORATION. All rights   | reserved.                    |

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## OWOSSO PUBLIC SAFETY

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

# **MEMORANDUM**

DATE: July 19, 2018

- TO: City Council
- FROM: Kevin Lenkart Director of Public Safety
- RE: Agreement between RESD and the City of Owosso

The Shiawassee Regional Education Service District (SRESD) currently administers an Emergency Medical Services clinical education program for high school students in Shiawassee County.

SRESD has requested to enter into an agreement with the City of Owosso Fire Department (OFD) to administer the education and clinical experiences of the students. OFD personnel will assist with the clinical experience of the EMT program through classroom training and hands on experience. The work will be done on-duty so there will be no impact on the budget.

This agreement will allow high school students in Shiawassee County to learn the basic EMT program from OFD staff. Upon successful completion of the program, the students will be eligible to take the State of Michigan licensing exam for basic EMT.

Recommend council approve the agreement with SRESD.

#### Intergovernmental Agreement

#### Between

## SHIAWASSEE REGIONAL EDUCATION SERVICE DISTRICT (SRESD)

#### and

#### CITY OF OWOSSO

This Agreement is entered into between Shiawassee Regional Education Service District (SRESD), henceforth known as the *agency*, and City of Owosso, Owosso Fire Department, henceforth known as the *clinical facility*, on August 6, 2018, known as the effective date.

The purpose of this Agreement is to set forth the terms and conditions under which the *agency* and the *clinical facility* (collectively, the "Parties") will engage in a program for the clinical education of *agency* Emergency Medical Services (EMS) students enrolled in the *agency* EMS education programs.

#### Responsibilities/Rights of the *clinical facility*:

1. To provide clinical experiences for the students of the *agency* in specific areas identified at the time of student placement. For the purpose of this Agreement, the placement is defined as *clinical facility location*.

2. To provide the clinical experience and assume the following responsibilities:

a. To assist the *agency* in supervising the students while on site at the *clinical facility*.
(NOTE: Ultimate supervision of the students is the responsibility of the *agency*).
b. To cooperate with *the agency* in the planning of the student's education experience so that the experience may be appropriate in light of *the agency's* education plan.
c. To make available information for educational purposes, such as policies, procedures and clinical reference material available at the *clinical facility*.

3. To terminate a student from continuing his/her clinical experience at *the clinical facility* at their discretion at any time.

#### **Responsibilities/Rights of** *the agency:*

1. To advise students and instructors, and enforce compliance with, all existing policies, rules and regulations the *clinical facility* including, but not limited to the confidentiality of patient and *clinical facility* records and information.

2. To assign students with preparation in the foundation of the Emergency Medical Services Program and to provide evidence of competency in the skills of this program.

3. Appoint a representative for clinical coordination ("Clinical Coordinator") who shall coordinate all aspects of the Agreement with the designated *clinical facility* representative.

4. To provide evidence of an annual chest x-ray or negative tuberculosis skin test, and rubella vaccination or evidence of rubella titer 1.8 or above, from each student and instructor.

5. To provide the *clinical facility* documentation that each student and instructor has been offered, and have either received or declined, hepatitis B vaccine before participating in this Program.

6. To provide pre-clinical instruction to each student in accordance with standards mutually agreeable to both parties, including all MIOSHA required training, which includes but is not limited to blood borne pathogens, prior to the educational experience and to present for clinical experience at the *clinical facility* only those students who have satisfactorily completed the pre-clinical instructional program.

7. To have full responsibility for the conduct of any student, instructor disciplinary proceedings and conduct the same in accordance with all applicable statutes, rules, regulations and case law.

8. The *agency* shall maintain all educational records and reports relating to the educational experience completed by individual students at the *clinical facility*, and the *clinical facility* shall have no responsibility regarding the same. The *clinical facility* shall refer all requests for information of such records to the *agency*. The *agency* agrees to comply with all applicable statutes and regulatory requirements respecting the maintenance of and release of information from such records.

9. The *agency* shall have full responsibility for the conduct of any disciplinary proceedings concerning any student, however, the *clinical facility*, at its sole discretion, may deny the educational experience to any individual.

#### **GENERAL PROVISIONS:**

The patties mutually acknowledge and agree as follows:

A. Students of the *agency* shall not be deemed to be employees of the *clinical facility* for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other purpose, because of their participation in the EMS program. Each student shall be placed with the *clinical facility* to receive clinical experience as a part of his/her academic curriculum. The duties performed by a student shall not be performed as an employee, but in fulfillment of the student's academic requirements. At no time shall students replace or substitute for any employee of the *clinical facility*. The provisions of this section shall not be deemed to prohibit the employment of any such student by the *clinical facility* under a separate employment agreement. The *agency* shall notify each student of the requirements of this paragraph.

B. In the performance of their respective duties and obligations under this Agreement, each party shall be an independent contractor and neither shall be the employee or servant of the other, and each party shall be responsible for their own conduct.

C. Each party shall be responsible for compliance with all laws, including anti- discrimination laws, which may be applicable to their respective activities under the EMS program.

D. No provision of the Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the *clinical facility* professional staff from designating any patient as a nonteaching patient.

E. Neither this Agreement nor any part of it shall be assigned by either Party without prior written consent of the other Party.

F. This Agreement constitutes the entire agreement between the parties, and all prior discussion, agreements and understandings, whether verbal or in writing, are merged in to this agreement.

There may be no amendment of the Agreement, unless the same is in writing and signed to the party to be charged.

G. The term of this Agreement shall be for three (3) years from the date in the last paragraph. However, either party may terminate this Agreement with sixty (60) days written notice to the other party. If the parties continue to honor this Agreement beyond the above stated term, the Agreement shall be considered successive sixty (60) day terms subject to the sixty (60) day termination requirement. Either party may terminate this Agreement by sixty (60) days written notice to the other party with or without cause.

H. Students will be placed at the clinical facility without cost to the clinical facility. This Agreement shall be effective August 6, 2018.

City of Owosso

SHIAWASSEE RESD

| By:  | Ву:  |
|------|------|
| Its: | Its: |

Date:\_\_\_\_\_

Date:\_\_\_\_\_



## **OWOSSO PUBLIC SAFETY**

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

# **MEMORANDUM**

DATE: July 3, 2018

- TO: City Council
- FROM: Kevin Lenkart Owosso Public Safety Chief
- RE: Amend Ambulance Rates

Owosso Memorial Hospital (Memorial) and the City of Owosso (Owosso) have an agreement to provide ambulance service to patients transported from Memorial to other Healthcare facilities. Some of the hospital transfers are "wait and return" transfers from Memorial to another Healthcare facility and then a return trip to Memorial. The patient is transferred from Memorial to another facility to receive medical treatment not available at Memorial and then transported back to Memorial.

Memorial has asked if these "wait and return" trips can be billed at our current "In-facility Transport" fee. This fee is set by Accumed, the current rate is \$262.03. The rationale behind arriving at this figure is that \$262.03 is the amount Medicare would reimburse if this was covered. This has been discussed with our billing agent, Accumed and allowed under our current billing system.

The fee rate for "In-Facility Transport" fee was originally set by City Council on Oct 5, 2012 at \$250.80. I am requesting City Council amend the current rate schedule by adding a new rate for "Wait and Return" at \$262.03 and to amend the "In-Facility Transport" fee to \$262.03.

In 2017 there were a total of four (4) "wait and return" transfers involving Owosso and Memorial with only two (2) "wait and return" transfers prior to July 1, 2018. This will have no impact on our ability to respond to emergencies.

#### **RESOLUTION NO.**

#### RESOLUTION AUTHORIZING THE AMENDMENT TO AMBULANCE RATES TO ESTABLISH RATES FOR WAIT AND RETURN TRANSPORTS

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a public safety department requiring billing for EMS Services; and

WHEREAS, the City of Owosso set ambulance rates in 2012 and circumstances have changed requiring amendment of these rates to reflect a new service titled "wait and return".

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

- FIRST: The City of Owosso and Memorial Hospital have an agreement to provide ambulance service to patients transported from Memorial to other Healthcare facilities.
- SECOND: Some of these transfers are "wait and return" transfers beginning and ending at Memorial. Medicare sets the fee for this charge at \$262.03.
- THIRD: The fee for "in-facility transfers" will be amended to \$262.03 as set by Medicare.
- FOURTH: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the rates to include a Level of Care defined as "Wait and Return" and "In-Facility Transport" at a rate of \$262.03 per run.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 6th DAY OF August 2018.

AYES: NAYS: ABSTENTIONS: ABSENT:

CITY OF OWOSSO

ATTEST:

Christopher Eveleth, Mayor

Amy K. Kirkland, City Clerk



# OWOSSO PUBLIC SAFETY

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

# **MEMORANDUM**

DATE: July 25, 2018

TO: City Council

FROM: Kevin Lenkart

RE: Police Vehicle Changeover

Request council approve payment to Mid-Michigan Emergency Equipment Sales and Service L.L.C., for the purchase of equipment and labor to changeover 2018 Ford Police vehicle.

Recommend council waive the competitive bid process. The cost of the changeover is \$8,605.00. The cost includes the purchase of equipment necessary to outfit the vehicle for use. Mid-Michigan will strip an old police vehicle and outfit the new vehicle with light bars, console, screen and install DVR cameras and computer.

Request council to approve payment to Mid-Michigan Sales and Service L.L.C.

# **Mid-Michigan Emergency Equipment**



Sales and Service LLC Phone 517-896-6114 or 517-896-4996 Office 517-889-5425 Fax 517-709-3925 midmichiganemergencyequipment@yahoo.com

| To: Owosso Police Department<br>Attn: Chief Kevin Lenkart  | 7/2    | 16/18  |
|--|--------|--|
| Subject: Quotation for 2018-19 Ford Slick Top Utility Equipment and Up fitting   |        |  |
| Side of Unit:2ENT2B3(J) Red and Blue Outside Rear View Mounted Intersectors1ENFSGS3(R) Red N-Force "C" Pillar Lights1ENFSGS3(B) Blue N-Force "C" Pillar Lights   | 180.ea | 360.00<br>130.00<br>130.00   |
| Interior of Unit:1SIFM-30402010 F/S Configured R/B 12LED Split Interior Windshield Light1C-VS-1400-INUT Equipment Console with Faceplates1C-CUP2-1-A15 Dual Cup Holder1C-ARM-104 Post Style Arm Rest1MMEE Side Mount Computer Mount17160-0220 Gamber Johnson Motion Attachment "Mongoose"1475-2010 Dual Mount Weapons Holder 870/2231475-0303 Prisoner Screen15-4702UINT13 Cargo Screen w/bio seat | ıt     | 999.00<br>302.00<br>44.00<br>140.00<br>45.00<br>237.00<br>406.00<br>795.00<br>115.00<br>1,334.00 |
| Rear of Unit:  |        |  |
| <ul> <li>2 ENFSSS3(J) Red and Blue License Plate Lights</li> <li>1 PNFSLRBUVD Drivers Side Spoiler N-Force Bracket</li> <li>1 PNFSLRBUVP Passenger Side Spoiler N-Force Bracket</li> </ul>   | 130.ea | 260.00<br>32.00<br>32.00   |
| <ul> <li>4 ENFSSS3(J) Red and Blue Spoiler Lights</li> <li>1 C-TTP-INUT-2 Havis Electronic Tray</li> </ul>   | 130.ea | 520.00<br>233.00   |
| Installation Products:   |        |  |
|  | .ea    | 66.00<br>115.00<br>45.00<br>15.00  |

1 Misc Wire, Fasteners, Hardware, Mag Mic. 150.00

| Labor: |   |                   |          |
|--------|---|-------------------|----------|
| 1      | Remove all Police Related Equipment including Graphics        |                   | 350.00   |
| 1      | Installation of all Police Related Equipment including the fo | llowing:          |          |
|        | All above listed Emergency Equipment                          |                   |          |
|        | All Two Way Radio Equipment                                   |                   |          |
|        | All Computer Related Equipment                                |                   |          |
|        | All Video Related Equipment                                   |                   |          |
|        | All Radar and Radar Antenna's                                 |                   | 1,750.00 |
|        |   | Total for Project | 8,605.00 |
|        |   |                   |          |

All equipment removed from the retiring unit and not used in the construction of the new unit not used shall be returned to the customer. All transferring equipment will be tested and verified as to its operation prior to its installation into the new unit.

Thank you for the opportunity to bid this project, we look forward to working with you to its completion.

Mike Creed Vice President Mike62@wowway.com

# **Mid-Michigan Emergency Equipment**



# Sales and Service LLC Phone 517-896-6114 or 517-896-4996 Fax 517-887-7071

midmichiganemergencyequipment@yahoo.com

| To:Owosso Police DepartmentAttn.Chief Kevin LenkartSubject: Quotation for up fitting of a Road Ready 2017        | Ford SUV Utility | 2/21/17                 |
|--|------------------|-------------------------|
| 1- C-VS-1400 Havis Equipment Console with Face Plate   | S                | 302.00                  |
| 1- C-CUP2-1-A15 Console Mounted Dual Cup Holder  |                  | 44.00                   |
| 1- C-ARM-103 Console Mounted Arm Rest  |                  | 103.00                  |
| 1- Prisoner Screen Mounted Dual Gun Rack (870/223 C  | Colt)            | 406.00                  |
| 1- 475-0303 Jotto Center Slide Window Prisoner Screer  | n                | 765.00                  |
| 1- 475-0789 Jotto Prisoner Screen Lower Extension Par  | nel Set          | 95.00                   |
| 1- S-4702UINT13 Bio Seat with Cargo Screen with Wind   | łow              | 1,232.00                |
| 1- Federal Signal Integrity Configured Light Bar   |                  | 1,982.50                |
| 2- Coax Cable, Antenna Mounts  | 22.00ea.         | 44.00                   |
| 1- Ignition Relay  |                  | 45.00                   |
| 2- 40 amp Circuit Breaker  | 20.00ea.         | 40.00                   |
| 1- Charge Guard  |                  | 115.00                  |
| 1- Misc. Wire/ Hardware and Mag Mount Mic. Holder  |                  | 200.00                  |
| 1- Shipping of Product for unit build  |                  | 100.00                  |
| Labor to include the following, Removal of related eme<br>Installation of all above Emergency Equipment, as well | • • • • •        | its,<br><u>1,700.00</u> |
|  |                  |                         |

# Total for Project 7,173.00

Thank you for the opportunity to bid this project, we look forward assisting you to its completion.

EXHIBIT A

# **Contract for Services Between**

# The City of Owosso

and

# Mid Michigan Emergency Equipment Sales And Service L.L.C.

Public Safety Vehicle Equipment Changeover

July 2018

# CONTRACT

THIS AGREEMENT is made on"August\_\_\_, 2018 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE L.L.C. ("contractor"), a Michigan company, whose address is 2237 Aurelius Road, Holt, Michigan 48842.

Based upon the mutual promises below, the contractor and the city agree as follows:

## ARTICLE I - Scope of work

The contractor agrees to provide the services and equipment listed in the proposal entitled "Quotation for up fitting of a Road Ready 2017 Ford SUV Utility", as attached, including all written modifications.

#### **ARTICLE II - The Contract Sum**

(A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed seven thousand one hundred seventy-three dollars (\$8,605.00). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

#### **ARTICLE III – Assignment**

This contract may not be assigned or subcontracted without the written consent of the city.

#### **ARTICLE IV - Choice of law**

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

#### **ARTICLE V - Relationship of the parties**

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

## ARTICLE VI – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

#### **ARTICLE VII - Indemnification**

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or

alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

#### **ARTICLE VIII - Entire agreement**

This contract represents the entire understanding between the city and the contractor and ii supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR

THE CITY OF OWOSSO

<u>Bv</u> "

Date:

Its : ChristopherT. Eveleth, Mayor Date:

# RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR REMOVAL, SUPPLY, AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT IN A NEW POLICE VEHICLE WITH MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE LLC

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has purchased a new police vehicle that need to have equipment and DVR cameras installed in them; and

WHEREAS, the new vehicles will require additional new public safety equipment to be properly outfitted for service; and

WHEREAS, the City of Owosso received a quote from Mid-Michigan Emergency Equipment Sales and Service LLC for the removal of the old equipment, supply of select pieces of new equipment, and the installation of all said equipment; and it is hereby determined that this company is qualified to perform the work requested; and

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding and the estimated cost for the products to be purchased falls under the \$5,000 Council threshold.

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 contract with Mid-Michigan Emergency Equipment Sales and Service LLC for the removal, purchase, and installation of public safety equipment in City Police vehicles in the amount of \$8,605.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Mid-Michigan Emergency Equipment Sales and Service LLC.
- THIRD: The Accounts Payable Department is hereby authorized to issue payment to Mid-Michigan Emergency Equipment Sales and Service LLC in the amount of \$8,605.00 upon delivery of the equipment and satisfactory completion of the work.
- FOURTH: The above expenses shall be paid from the Police equipment fund 101-300-978.000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 6th DAY OF AUGUST 2018.

AYES: NAYS: ABSTENTIONS: ABSENT:

CITY OF OWOSSO

ATTEST:

Christopher Eveleth, Mayor

Amy K. Kirkland, City Clerk

# MEMORANDUM



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

**DATE:** July 31, 2018

TO: Mayor Eveleth and Owosso City Council members

FROM: Amy Cyphert, Assistant City Manager & Community Development Director

# SUBJECT: Professional Services Agreement – Master Plan

# **RECOMMENDATION:**

Authorization to enter into a professional service agreement with CIB Planning, Inc. of Fenton, Michigan for the update of the City's Master Plan.

# BACKGROUND:

The City of Owosso is utilizing matching technical assistance funds through Redevelopment Ready Communities (RRC) to support the Master Plan update.

- The RRC matching (1:1) technical assistance fund is available to communities who have received their formal baseline report (provided in October 2017) and made a commitment to reach RRC certification (commitment made October 16<sup>th</sup> by City resolution)
- In order to utilize the funds, communities must opt to work with a consultant already contracted with RRC (also known as the TA Team). RRC selects that team through a public bidding process to ensure our communities are getting the best deal. The contract is statewide which allows MEDC to receive bulk pricing which is then transferred to communities for each individual project. CIB Planning is currently the lead contractor on that team.
- The total cost of the contract is \$40,000:
  - \$20,000 being provided by the MEDC RRC Program
  - \$20,000 provided by the City of Owosso
- MEDC will be billed the first \$20,000 of the project and then the consultant will begin submitting invoices to the City for the remaining \$20,000.
- Reimbursable expenses shall include documented out-of-pocket costs including, but not limited to, travel costs, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials.

**FISCAL IMPACTS:** The City's \$20,000 match is funded from the Community Development Contractual Services budget line. This item was part of the approved budget.

**Document originated by**: Amy Cyphert, Assistant City Manager & Community Development Director

Attachment:

(1) Resolution

(2) Professional Services Agreement between the City of Owosso and CIB Planning, Inc.

# RESOLUTION NO. AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CIB PLANNING, INC.

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with CIB Planning, Inc. by the adoption of Resolution \_\_\_\_\_\_ on August 6, 2018; and

WHEREAS, the city and Assistant City Manager & Community Development Director desire to contract with CIB Planning, Inc. on the update of the City's existing Master Plan.

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 engage the services of CIB Planning, Inc. for the provision of professional services for update to the City's Master Plan.
- SECOND: The mayor is instructed and authorized to sign the professional services agreement between the City of Owosso, Michigan and CIB Planning, Inc. in the amount of \$20,000.00.
- THIRD: The accounts payable department is authorized to make payments on invoices to CIB Planning, Inc. for professional services in an amount not to exceed \$20,000.00 after MEDC has been billed the first \$20,000 of the project.
- FOURTH: The above expenses shall be paid for from the Community Development Contractual Services Budget line 101-728-818.000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THIS 6th DAY OF August 2018.

AYES: NAYS: ABSTENTIONS: ABSENT:

CITY OF OWOSSO

ATTEST:

Christopher Eveleth, Mayor

Amy K. Kirkland, City Clerk

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OWOSSO, MICHIGAN AND CIB PLANNING, INC.

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Owosso, Michigan, (the "Client") and CIB Planning, Inc., (the "Consultant").

# RECITALS

WHEREAS, the Client is seeking a consultant to perform services in connection with the City of Owosso, Michigan, listed in Exhibit A – Scope of Services, (the "Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Client and Consultant agree as follows:

# 1. <u>CONSULTANT AND SCOPE OF SERVICES</u>

It is understood that the Consultant was selected through a competitive bid process by the Michigan Economic Development Corporation (MEDC) and acts as its Redevelopment Ready Communities (RRC) Technical Assistance provider. Consultant will provide Services to the Client using qualified professionals, as directed by the Client. Consultant is not obligated to perform services beyond what is contemplated by this agreement. Consultant will perform work at a level of competency in accordance with industry standards.

# 2. <u>CHANGES TO SCOPE OF SERVICES</u>

Any changes to Services that are mutually agreed upon between the Client and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

# 3. FEE STRUCTURE

In consideration of the Consultant providing services, the Client shall pay the Consultant \$20,000 for the services performed, including reimbursable expenses in accordance with Exhibit B – Fee Schedule for Services. This fee is a match toward the total project fee of \$40,000, with the remaining \$20,000 being provided by the MEDC RRC Program. MEDC will be billed the first \$20,000 of the project and then upon complete billing of the \$20,000 MEDC match, the consultant will begin submitting invoices to the Client for the remaining \$20,000. Reimbursable expenses shall include documented out-of-pocket costs including, but not limited to, travel costs, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials.

## 4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Client on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date.

# 5. <u>TERM</u>

This agreement shall be effective on the latest date on which the Agreement is fully executed by both parties through 60 days after project completion.

# 6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination. Said termination will also require prior approval from MEDC, since RRC funding is involved.

Consultant shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. Upon receipt of notice of termination,

Consultant shall immediately discontinue all services and work in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts and orders insofar as they relate to this Agreement.

In the event of termination, Consultant shall promptly deliver to the Client, in electronic and/or other formats requested by the Client, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and other work product prepared by Consultant under this Agreement. In the event of any termination hereunder, Consultant consents to the Client's selection of another consultant of the Client's choice, in conjunction with MEDC, to assist the Client in any way in completing the Services. Provided that Consultant has been properly paid under this Agreement, Consultant further agrees to cooperate and provide any information requested by the Client in connection with the completion of the Services. Consultant shall not be responsible or liable in any manner for the Client's use of unfinished work product or documents listed above.

# 7. <u>CLIENT OBLIGATIONS</u>

If requested by the Consultant, Client shall provide the following:

- A. Copies of all ordinances, reports, plans, maps, drawings, aerial photos, data and similar materials relevant to the performance of the scope of services.
- B. The Client shall be responsible for any professional, legal, or accounting services connected with the project.
- C. The Client shall be responsible for scheduling meeting rooms, publication of agendas and notices, and the costs of publication of postings, notices and mailings.
- D. The Client shall devote sufficient time at meetings to adequately discuss any project in order to maintain any agreed upon project schedule, or schedule special meeting devoted exclusively to the project.
- E. The Client shall provide the Consultant with decisions or reviews in a timely manner.
- F. The Client shall assign a primary contact person for any requested project. If the primary Client contact is changed, the Consultant shall be compensated for time spend on orientation of the new Client contact person if applicable.

# 8. <u>PERFORMANCE STANDARDS</u>

Consultant shall use the degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Client and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

# 9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Client, its elected and appointed officials, employees and volunteers and others working on behalf of the Client, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

# 10. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. When subconsultant(s) are utilized the Consultant is the Prime Consultant and remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of

Consultant. Performances clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

# 11. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease policy limit, and one million dollars (\$1,000,000) bodily injury by disease policy limit, and one million dollars (\$1,000,000) bodily injury by disease each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Client and the Client's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.
- F. Vehicle liability insurance with minimum combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage.
- G. Upon request, Consultant shall submit certificates of insurance acceptable to the Client.

# 12. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Client. As the Consultant is an independent contractor, the Client shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Client under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

# 13. THIRD PARTY RELIANCE

This agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied.

# 14. OWNERSHIP OF DOCUMENTS / CONFIDENTIALITY

The Client shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data, drawings, renderings, design documents and other materials prepared for or resulting from the performance of the Services hereunder shall be collectively "Work Products". Consultant shall have the right to utilize these materials for marketing purposes, professional presentations, articles, and for other business development purposes.

The Client and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

# 15. <u>SEVERABILITY</u>

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

# 16. DISCRIMINATION / ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Client at any time during the term of this Agreement.

# 17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract and will verify immigration status to confirm employment eligibility. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

# 18. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Client shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Client pursuant to this Agreement ("Service Providers"), or who interacted with Client in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

# 19. CONSULTANT SUBCONTRACTORS

The Parties recognize and agree that subcontractors, approved by MEDC, may be utilized by Consultant for the performance of certain services hereunder but the engagement or use of subcontractors will not relieve or excuse the Consultant from performance of any obligations in accordance with this Agreement. Subconsultant(s) shall perform services in accordance with terms and conditions of this Agreement.

# 20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

| If to the Client:          | If to the Consultant:                |
|----------------------------|--------------------------------------|
| Nathan Henne, City Manager | Carmine P. Avantini, AICP, President |
| City of Owosso             | CIB Planning, Inc                    |
| 301 West Main              | 17195 Silver Parkway, #309           |
| Owosso, MI 48867           | Fenton, MI 48430                     |

## 21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

# 22. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Michigan and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

## 23. COUNTERPARTS

City of Owosso Michigan

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

CIB Planning Inc

| city of Owosso, Michigan |           |
|--------------------------|-----------|
| Signature                | Signature |
| Name:                    | Name:     |
| Title:                   | Title:    |
| Date://                  | Date://   |

# EXHIBIT A – LIST OF SERVICES

# Consulting Team:

*Kathleen Duffy (SmithGroupJJR)* – Project Manager; public involvement coordination; character and redevelopment specialist

*Alex Huff (SmithGroupJJR)* – Deputy Project Manager; city liaison; Main Street/DDA linkages; Downtown plan leader; primary plan author

Bob Doyle (SmithGroupJJR) - urban design specialist; downtown and site-specific strategies

*Carmine Avantini and Justin Sprague (CIB Planning)* – Economic Development; zoning, redevelopment assistance

Junior Landscape Architect (TBD - SmithGroupJJR) – graphic and technical assistance

*Emily Pantera* – advisor and liaison to past and current Main Street/DDA initiatives, assistance with downtown plan strategies

# Public Involvement/Coordination

While the major updates to the plan can be clearly articulated into three distinct tasks and subsequent plan chapter amendments, it will be important to link the three components from a process and concept development standpoint. The following section describes our approach to organizing the plan update process and incorporating public involvement into plan development.

# **Overall Coordination**

SmithGroupJJR will manage the project, coordinating our team members and serving as the prime contact for the City. We will work with the city on logistics for meetings and ensuring an efficient process.

# 1. Kick off meeting/tour with staff

We believe project start-up is a critical step that will ensure all participants have a shared understanding of expectations and what will be delivered at the end of the process. First, we will have a coordination call with the city's project manager to review existing plans, data available, and other topics. We will also agree on the agenda for the kickoff day.

Then we propose a full day introduction set of events. This would include a morning meeting with city staff, a tour of key focus areas, and a late afternoon or evening meeting with the Steering Committee or the planning commission. During those meetings we will discuss the Work Plan, the public engagement process, confirm schedules, and determine how to best coordinate activities and communicate with one another. Our discussion with the Steering Committee will outline their role and responsibilities and how to gain consensus. In addition, using an interactive participation tool, we will begin to identify their initial ideas and how they view priorities.

# 2. Committee Meetings

Depending on how the city prefers to structure an advisory or steering committee, we propose meeting with that committee three times throughout the planning process. This committee could consist of a subset of the planning commission, City staff, DDA/Main Street Executive Director, other key officials, and ad hoc

representatives of the business and development community. These meetings will include the kickoff, review of preliminary concepts and focus group results, and one draft plan meeting.

# *3.* Focus groups/interview work days

In order to delve deeper into issues relating to the specific parts of the plan update, we propose two days of focus groups and interviews. One day will be dedicated to the downtown plan and one day related to the Economic Development and Redevelopment Strategies. These could be held with elected officials, planning commissioners, city staff, agencies, business leaders, developers and others. The city will determine the stakeholders for focus group meetings and interviews. Ahead of the Economic Development/Redevelopment work day, the city will provide the TA team with a list of possible redevelopment sites that we will narrow to three to focus on for the plan.

# 4. Draft and Deliverables

The TA Team will coordinate the review process between the committee, staff, and consultant team for each of the three update components. We propose each becoming its own chapter amendment to the plan (redevelopment might replace/amend Chapter 6 - Critical Areas and Issues) and we will amend Chapter 8 - Implementation. Each new section will contain goals, opportunities, challenges, recommendations, action steps and priorities and be graphically rich with photos, drawings, and diagrams where possible to help better illustrate recommendations. The downtown plan will be the most illustrative with conceptual drawings and maps. The redevelopment strategy will identify key target areas on the future land use map. The economic development strategy will be predominantly text highlighting key policy recommendations. We will present the major concepts in a presentation at the planning commission. City staff will be responsible for walking the plan through adoption.

# A. Redevelopment Strategy

RRC communities are expected to maintain a current list of redevelopment ready sites, with supporting information that answers essential questions about site conditions and challenges. We suggest particular focus on more catalytic projects with the potential to create development synergy, raise area property values and leverage other resources. During our kickoff site tour, we will visit key target areas identified by city staff. We will analyze land use patterns and barriers for redevelopment informed by conversations held during the focus group and interview day.

We will identify steps to be taken that will encourage the redevelopment of specific sites. These steps may be capital-intensive infrastructure projects, or more programmatic or "activity based" such as planning efforts supporting placemaking, or elimination of regulatory barriers. We will also look at different ways to get the right developers interested. We will help generate this list and help associate public investment priorities with support for redevelopment projects across the City, including particular emphasis on the Westown and commercial corridors, which could benefit from the excitement and progress of Downtown's initiatives. All initiatives should be described in the context of near-term projects utilizing a 1 to 6 year time frame (consistent with the Capital Improvements Plan - CIP) so that there are clear connections between the Redevelopment Strategy and the CIP.

# B. Downtown Plan

A great deal of thinking about the future of downtown has been completed in recent years, especially in the context of the Main Street program. This provides an excellent starting point to create a new Downtown Plan and provides recommendations that are both consistent with the RRC best practices and give the City and DDA/Main Street the tools needed to prioritize and implement projects within the downtown.

DDA plans tend to focus less on the physical and land use strategies, so we suggest an illustrative plan of downtown that locates and graphically describes the recommendations in a way that physically tests the ideas for compatibility within the downtown. Such information will also help officials, staff, the development

community and the public to understand the planning and design intent.

We will take advantage of our team's proven abilities in urban design, land use and understanding of community development principles, parking and transportation. We will lead the community through a process that validates and/or amends the previous recommendations, generates new ideas from the collaborative work day, and illustrates a plan that delineates redevelopment opportunities (both private and public) and proposed improvements to the public realm of downtown (parks, streets, parking lots and plazas). Once the planning process builds support for the new plan, our team will work with the city and DDA/Main Street to prepare an Implementation Strategy, which includes information such as budget level estimates of cost and supports the community's efforts in implementing the recommendations.

We have outlined our sequence of tasks below:

# Existing Conditions Inventory

Utilizing available studies and data, we will analyze existing conditions within the downtown and surrounding context to provide a base of information to use throughout the planning process.

We would begin with a briefing by city staff and the DDA/Main Street Executive Director on the previous work and current ideas using an aerial at our kickoff meeting. Then we will tour the downtown and record basic observations on development and land use patterns, vacancy patterns, edge conditions, walkability, pedestrian and parking patterns, and general character and visual quality. The approach of our inventory is not to replicate the data and analysis previously prepared, but to familiarize ourselves with this previous work and the current condition of Downtown.

# Downtown Plan Draft

A Downtown Development Plan Draft will be prepared which synthesizes the most important information from the Inventory and work day and illustrates a development framework for the project area. The development framework will graphically summarize the assets and constraints of downtown, and identify opportunities for-

- Location and scale of potential new development
- Improvements to the streetscape and open space infrastructure
- Opportunities for physical improvement to the street environment to create a stronger sense of place in the district
- Linkages and connections within the larger district and city
- Open space for urban park(s), social spaces, outdoor dining, parklets, and flexible event spaces
- Access, wayfinding and parking opportunities

The draft plan will be graphically "loose" in nature and will explore creative approaches to improving and/or redeveloping the downtown district.

Alternative solutions and approaches for specific areas of downtown will be illustrated at the draft level, for consideration and discussion with the committee.

| EXHIBIT B – FEE SCI | HEDULE FOR SERVICES |
|---------------------|---------------------|
|---------------------|---------------------|

| Owosso       | Master Plan Budget   |            |            |            |                |             |            |            | <u> </u> |
|--------------|--|------------|------------|------------|----------------|-------------|------------|------------|----------|
|              |  |            | Smithe     | iroupJJR   |                | CIB Pla     | nning      |            |          |
|              |  | K. Duffy   | A. Huff    | B. Doyle   | Urban Designer | C. Avantini | J. Sprague | E. Pantera |          |
|              |  | \$130      | \$105      | \$185      | \$85           | \$138       | \$120      | \$110      |          |
| Project Ad   | Iministration  |            |            |            |                |             |            |            |          |
|              | Misc. project coordination   | 4          | 4          | 2          | 4              | 2           | 4          |            |          |
|              | Committee meetings (3)   | 8          | 4          |            |                |             | 4          |            |          |
| Phase 1: G   |  |            |            |            |                |             |            |            |          |
|              | Gather GIS Data/base maps  |            | 2          |            | 8              |             |            |            |          |
|              | Review past plans  | 2          | 4          | 2          |                | 2           | 2          |            |          |
| 1.3          | Kick off meeting/tour with staff                                       | 8          | 8          | 8          |                | 6           | 6          | 6          |          |
| Phase 2 : Er | nvision III III III III III III III III III I                          |            |            | 1          |                |             |            |            |          |
|              | Work Days Prep   | 2          | 2          | 1          | 4              |             | 1          |            |          |
|              | Economic development and redevelopment work day                        | 8          |            |            |                |             | 8          |            | <u> </u> |
|              | Downtown work day  | •          | 8          | 8          | 8              |             | ~          |            |          |
|              |  |            | -          | -          | -              |             |            |            |          |
|              | efine and Draft  |            |            | 1          |                |             |            |            |          |
| 3.3          | Add Economic Development and Marketing Strategy                        | 2          |            |            |                | 2           | 24         | 2          |          |
| 3.4          | Add Redevelopment Strategy   | 8          |            | 2          | 24             | 2           | 2          |            |          |
| 3.5          | Add Downtown Plan, including project list                              |            | 8          | 16         | 30             |             |            | 4          |          |
| 3.6          | Revise Action Plan   | 2          | 6          | 2          |                | 2           | 4          |            |          |
| 3.7          | Assemble draft   | 4          | 4          |            | 4              |             |            |            |          |
|              |  |            |            |            |                |             |            |            |          |
| Phase 4: Re  | eview & Adoption   |            |            |            |                |             |            |            |          |
| 4.1          | Revisions to draft plan  | 4          | 4          | 2          | 4              | 2           | 2          |            |          |
| 4.2          | Draft plan meeting with Planning Commission                            |            | 6          |            |                |             |            |            |          |
| 4.3          | Draft plan distribution notice and assistance with adoption procedures |            | 2          |            |                |             |            |            |          |
|              |  |            |            |            |                |             |            |            |          |
|              |  |            | •          | •          |                |             | •          |            |          |
|              | Hour Totals  | 52         | 62         | 42         | 86             | 18          | 57         | 12         |          |
|              |  | \$6,760.00 | \$6,510.00 | \$7,770.00 | \$7,310.00     | \$2,484.00  | \$6,840.00 | \$1,320.00 | \$38,99  |
|              | Firm Labor Subtotal  |            |            |            | \$28,350.00    |             | \$9,324.00 | \$1,320.00 |          |
|              | Expenses (mileage, hotel, meals, printing)                             |            |            |            | \$800.00       |             | \$176.00   | \$30.00    |          |
|              |  |            |            |            | \$29,150.00    |             | \$9,500.00 | \$1,330.00 | \$40,00  |
|              |  |            |            |            |                |             |            |            |          |
|              |  |            |            |            |                |             |            |            |          |
|              |  |            |            |            |                |             |            |            |          |
|              |  |            |            |            |                |             |            | -          |          |
|              |  |            |            |            |                |             |            |            |          |
|              | Expenses Assumptions:  |            |            |            |                |             |            |            |          |
|              |  | Mileage    |            | #Trips     |                | Total       |            |            | i        |
|              | Ann Arbor  | 138        |            | 8          | 0.545          | \$ 601.68   |            |            | L        |
|              | Fenton   | 80         |            | 3          | 0.545          | •           |            |            |          |
|              | Printing/expenses  |            |            |            |                | \$ 400.00   |            |            | í        |
|              |  |            |            |            |                | \$ 1.132.48 |            |            | 1        |



# MEMORANDUM

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

DATE: July 31, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Amendment No. 1 – OHM Advisors for Industrial Park Connector Project

# RECOMMENDATION

Approval of Amendment No. 1 to the contract with OHM Advisors for additional engineering services in the amount of \$4,728.00 for testing, recording, and general oversight services of questionable soils excavated from the Monroe Street work site.

# BACKGROUND

On November 6, 2017, City Council awarded a contract to OHM Advisors in the amount of \$145,995.00 for professional engineering services for the Industrial Park Connector Project.

City staff has since requested additional engineering services from the Consultant; specifically, to perform testing, recording, and general oversight services for proper remediation of questionable soils encountered along Monroe Street. During excavation for proposed storm sewer, field workers discovered soils with questionable characteristics that require investigation before it may be disposed. MDEQ guidelines and procedures require the City to test and evaluate the soil characteristics before deciding its proper disposal level. OHM has submitted a proposal offering to provide the additional testing, evaluation, and general oversight services at a total amended cost of \$4,728.00. The amended contract amount will become \$150,723.00 after City Council authorizes Contract Amendment No. 1.

# **FISCAL IMPACTS**

Funds for requested services are available in the following account: Major Street Construction Account No. 202-451-818.000.

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

Attachments: (1) Resolution - Amendment No.1 – OHM Advisors

- (2) Request for Contract Amendment OHM Advisors
- (3) Amendment No. 1 to the Contract with OHM Advisors

#### AUTHORIZING AMENDMENT NO. 1 TO THE INDUSTRIAL PARK CONNECTOR PROJECT ENGINEERING SERVICES CONTRACT WITH OHM ADVISORS FOR ADDITIONAL ENGINEERING SERVICES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Contract with OHM Advisors on November 6, 2017 for engineering design and construction administration services for the Industrial Park Connector Project in the amount of \$145,995.00; and

WHEREAS, the city requests additional services of the consultant to provide testing, recording, and general oversight services for identifying characteristics and proper disposal of questionable soils found on the Monroe Street construction site that is beyond the original contractual scope of services; and

WHEREAS, the city requests additional services of the consultant to test, evaluate, and generally oversee the proper disposal of the questionable soil that is beyond the original contractual scope of services.

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

- FIRST: The city of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with OHM Advisors for a cost to the city of Owosso of \$4,728.00 for additional engineering services as outlined within the attached proposal.
- SECOND: The mayor and city clerk are requested and authorized to sign Contract Amendment No. 1 to the Contract between the City of Owosso, Michigan and OHM Advisors.
- THIRD: The Accounts Payable department is authorized to make payment up to the amended amount of \$150,723.00 to OHM Advisors upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from the Major Street Construction Account No. 202-451-818.000.



July 26, 2018

Randy Chesney, PE City Engineer City of Owosso Owosso, MI 48867

RE: Additional Professional Services Proposal Industrial Park Connector PO #000042505

Dear Mr. Chesney:

OHM is requesting compensation for additional work performed for the coordination, gathering, delivery, and testing of questionable soils encountered during excavation activities.

# ADDITIONAL COMPENSATION

Additional hours incurred for research and coordination efforts, field services, and lab testing:

| Professional Engineer II -        | 8.0 hrs. @ \$140.00 = | \$1,120.00 |
|-----------------------------------|-----------------------|------------|
| Professional Engineer I -         | 4.0 hrs. @ \$130.00 = | \$520.00   |
| Fibertec Environmental Services - | PO #23790 =           | \$3,088.00 |
| Additional Fee -                  |                       | \$4,728.00 |

 Original Fee =
 \$145,995.00

 Additional Fee =
 \$4,728.00

 New Contract Amount =
 \$150,723.00

Please feel free to contact me should have any questions.

Sincerely,

Andrew VanWormer, P.E. Project Manager

# **CITY OF OWOSSO**

| Accepted By: |  |
|--------------|--|
| Title:       |  |
| Date:        |  |
|              |  |

#### AMENDMENT NO. 1 TO A CONTRACT FOR SERVICES WITH OHM ADVISORS FOR THE INDUSTRIAL PARK CONNECTOR PROJECT ENGINEERING SERVICES CONTRACT

This amendment is attached and made part of the contract for services for the Industrial Park Connector Project Engineering Services Contract, authorized by City Council November 6, 2017, between the city of Owosso, Michigan (City) and OHM Advisors (Contractor).

INDUSTRIAL PARK CONNECTOR PROJECT ENGINEERING SERVICES CONTRACT

# PROJECT SCOPE OF WORK

The project scope of work is amended as follows;

OHM Advisors will perform additional construction administration services for testing, evaluating, and general oversight for proper disposal of questionable soils encountered along the Monroe Street project site as described in its letter dated July 26, 2018, as attached.

# SCHEDULE

The schedule for the project is amended as follows:

No Change as to Schedule

# CHANGE IN FEE

The change in fee is amended as follows:

Fee Change is a net increase of \$4,728.00

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

| For the Contractor: | For the City:                       |
|---------------------|-------------------------------------|
| Ву:                 | By:<br>Christopher T Eveleth, Mayor |
| Its:                |                                     |
| Ву:                 | By:<br>Amy K. Kirkland, City Clerk  |
| Its:                | Any K. Kirkiana, Oly Olerk          |
| Executed:, 2018     | Executed:, 2018                     |



# MEMORANDUM

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

| DATE:    | July 31, 2018   |
|----------|---|
| TO:      | Owosso City Council                                       |
| FROM:    | Glenn Chinavare, Director of Public Services              |
| SUBJECT: | 2019 Street Program – Special Assessment Resolution No. 1 |

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction and or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **August 6, 2018.** 

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment.

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

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

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

Tonight the council will be considering Resolution No. 1 for the proposed district(s) as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item.

Staff recommends authorization of Resolution No. 1 for each of the following proposed projects:

Seventh Street: from Oliver Street to King Street: Clark Street: from Oliver Street to King Street North Street: from west city limits to Chipman Street Ryan Street: from Chipman Street to Cedar Street Cedar Street: from South Street to Hampton Street Palmer Street: from Gute Street to Prindle Street Allendale Avenue: from Gould Street to east city limits Abrey Avenue: from Melinda Avenue to Allendale Avenue Monroe Street: from McMillan Avenue to east city limits Washington Street: from Gute Street to Corunna Avenue street resurfacing street resurfacing

Resolution No. 2 will be introduced at a later time when the plans and estimates for each of these projects are complete.

# Special Assessment Resolution No. 1 for Abrey Avenue

Special Assessment District No. \_\_\_\_\_ Abrey Avenue from Melinda Avenue to Allendale Avenue

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

# Abrey Avenue from Melinda Avenue to Allendale Avenue: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Allendale Avenue

Special Assessment District No. \_\_\_\_\_ Allendale Avenue from Gould Street to east city limits

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Allendale Avenue from Gould Street to east city limits: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Cedar Street

Special Assessment District No. Cedar Street from South Street to Hampton Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Cedar Street from South Street to Hampton Street: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Clark Street

Special Assessment District No. Clark Street from Oliver Street to King Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Clark Street from Oliver Street to King Street: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Monroe Street

Special Assessment District No. \_\_\_\_\_ Monroe Street from McMillan Avenue to east city limits

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Monroe Street from McMillan Avenue to east city limits: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for North Street

Special Assessment District No. \_\_\_\_\_ North Street from west city limits to Chipman Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### North Street from west city limits to Chipman Street: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# **Special Assessment Resolution No. 1 for Palmer Street**

Special Assessment District No. Palmer Street from Gute Street to Prindle Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Palmer Street from Gute Street to Prindle Street: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Ryan Street

Special Assessment District No. \_\_\_\_\_ Ryan Street from Chipman Street to Cedar Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Ryan Street from Chipman Street to Cedar Street: Street Reconstruction

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Seventh Street

Special Assessment District No. Seventh Street from Oliver Street to King Street

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

#### Seventh Street from Oliver Street to King Street: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

# Special Assessment Resolution No. 1 for Washington Street

Special Assessment District No. Washington Street from Gute Street to Corunna Avenue

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

# Washington Street from Gute Street to Corunna Avenue: Street Resurfacing

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.



# MEMORANDUM

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

DATE: August 1, 2018

TO: City Council

FROM: Glenn M. Chinavare, Utility Director

SUBJECT: GIS Support Services for Water & Sewer System Mapping - Addendum No. 7

# **RECOMMENDATION:**

Approval to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, for additional GIS-geodatabase maintenance support services in the amount of \$20,000.00.

## BACKGROUND:

OHM has developed geodatabases for the Water Distribution System and the Sanitary Sewer Collection System using SAW Grant funds from the State of Michigan. Both of these mapping systems are completed and will require ongoing support services to keep current with ever changing construction and maintenance detail.

The city has recently hired a GIS Mapping Analyst, who will transition into these duties over the next three to six months beginning mid-August of this year. OHM will provide training for and assist the new hire during this transition period, and provide support services over the next fiscal year as necessary.

Previous approvals for such services are:

Council approved 07 August 2017..... \$30,000.00 - Support Services Council approved 02 January 2018..... \$100,736.00 - Storm Sewer Geodatabase Development

# FISCAL IMPACTS:

The additional services proposed are a not-to-exceed \$20,000.00. Services are chargeable to the FY 2018-2019 Water Fund account 591-552-818.000, Sewer Fund account 590-549-818.000, and Street Fund accounts 202/203-463-818.000.

# Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution

### **RESOLUTION NO.**

### AUTHORIZING THE EXECUTION OF ADDENDUM NO. 7 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution 26-2015 on April 6, 2015; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for providing GIS database maintenance services for water distribution, sanitary sewer, and storm sewer mapping systems.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 26-2015 on April 6, 2015 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$20,000.00 for ongoing GIS database mapping and maintenance services.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$130,736.00 plus addendum No. 7 in the amount of \$20,000.00, for a total not to exceed of \$150,736.00 for GIS/Geodatabase engineering services.
- THIRD: The above expenses shall be paid from water funds, sewer funds, and street funds.



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 · (989) 725-0570 · FAX (989) 723-8854

# MEMORANDUM

DATE: August 6, 2018

TO: Owosso City Council

FROM: Cheryl Grice, CPA - Finance Director

SUBJECT: Special Assessment Resolution No. 122-2017

Please find attached the Resolution No. 122-2017 for District No. 2017-04, Chipman Street from South Street to Stewart Street Special Assessment Resolution No. 5 which was approved on August 21, 2017.

The term of the repayment is five years which is unusually short and may pose an undue hardship upon property owners. We are requesting that the term for this special assessment be revised to ten years.

I have spoken with the Public Service Director and the City Treasurer. We are recommending that the repayment term be revised to ten years.

Thank you.

### Special Assessment District No. 2017-04 Chipman Street from South to Stewart

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2017-04 for Chipman Street, from South Street to Stewart Street for resurfacing.

The following person commented regarding the proposed special assessment roll:

Anonymous woman telephoned to voice her objections to the special assessment saying she was on a fixed income.

Motion by Mayor Pro-Tem Osika that the following resolution be adopted:

### RESOLUTION NO. 122-2017

### DISTRICT NO. 2017-04 CHIPMAN STREET FROM SOUTH STREET TO STEWART STREET SPECIAL ASSESSMENT RESOLUTION NO. 5

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Said special assessment roll as prepared by the City Assessor in the amount of \$153,207.52 is hereby confirmed and shall be known as Special Assessment Roll No. 2017-04.
- Said special assessment roll shall be divided into five installments, the first of which shall be due and payable on December 1, 2018, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by December 1, 2018.
- 3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2018 and shall be paid annually on each installment due date.
- 4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Fox.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Bailey.

I hereby certify that the foregoing document is a true and complete copy of action taken by the Owosso City Council at the regular meeting of August 21, 2017.

Kirkland, City Clerk



# Warrant 560 July 30, 2018

| Vendor           | Description  | Fund    | Amount      |
|------------------|--|---------|-------------|
| B S & A Software | Annual service and support for ten modules-8/1/18-<br>8/1/19 | Various | \$12,062.00 |

Total \$12,062.00

#### CHECK REGISTER FOR CITY OF OWOSSO CHECK DATE FROM 07/01/2018 - 07/31/2018

| Check Date                | Check Date Check Vendor Name Description |   |  |          | Amount    |
|---------------------------|--|---|--|----------|-----------|
| ank 1 GENERAL FUND (POOLE | D CASH)                                  |   |  |          |           |
| 07/02/2018                | 129972                                   | DOYLE MYRTLE                            | UB refund for account: 2974290002          | \$       | 96.80     |
| 07/02/2018                | 129973                                   | CAMPBELL, REBECCA                       | REISSUED CHECK                             | \$       | 53.44     |
| 07/02/2018                | 129974                                   | DAYSTARR COMMUNICATIONS                 | JULY 2018-PHONE AND BROADBAND INTERNET     | \$       | 1,034.52  |
| 07/02/2018                | 129975                                   | DANE A DEISLER                          | INSPECTION                                 | \$       | 105.00    |
| 07/02/2018                | 129976                                   | DELTA DENTAL PLAN OF MICHIGAN           | JULY 2018-DENTAL INSURANCE PREMIUM         | \$       | 3,551.09  |
| 07/02/2018                | 129977                                   | DOWNTOWN DEVELOPMENT AUTHORITY          | OPRA TAX CAPTURE                           | \$       | 341.8     |
| 07/02/2018                | 129978                                   | DOWNTOWN DEVELOPMENT AUTHORITY          | TAX SETTLEMENT                             | \$       | 2,836.7   |
| 07/02/2018                | 129979                                   | DUNSMORE TREE SERVICE                   | TREE REMOVAL                               | \$       | 850.0     |
| 07/02/2018                | 129980                                   | CHRISTOPHER EVELETH                     | COUNCIL PAY                                | \$       | 250.0     |
| 07/02/2018                | 129981                                   | FIRST DUE FIRE SUPPLY                   | FIRE GEAR                                  | \$       | 2,067.9   |
| 07/02/2018                | 129982                                   | GENESYS EMS EDUCATION                   | MAY 2018 EMS EDUCATION                     | \$       | 175.0     |
| 07/02/2018                | 129983                                   | ELAINE GREENWAY                         | COUNCIL PAY                                | \$       | 130.0     |
| 07/02/2018                | 129984                                   | HANKERD SPORTSWEAR                      | FIRE DEPARTMENT T-SHIRTS (43)              | Ś        | 391.0     |
| 07/02/2018                | 129985                                   | INDUSTRIAL SUPPLY OF OWOSSO INC         | PARTS                                      | Ś        | 37.4      |
| 07/02/2018                | 129986                                   | DANIEL A. LAW                           | COUNCIL PAY                                | Ś        | 130.0     |
| 07/02/2018                | 129987                                   | LIS ART CONSERVATION & RESTORATION      | RESTORATION OF PAINTINGS (2)               | \$       | 6,500.0   |
| 07/02/2018                | 129988                                   | MICHIGAN ASSOCIATION OF CPAS            | MEMBERSHIP-V ANDERSON-7/1/18-6/30/19       | Ś        | 110.0     |
| 07/02/2018                | 129989                                   | MICHIGAN ASSOCIATION OF CLAS            | BUILDING/PROPERTY INSURANCE                | \$<br>\$ | 127,452.0 |
| 07/02/2018                | 129990                                   | MICHIGAN MUNICIPAL NOS MANAGEMENT       | CITY OF OWOSSO MEMBERSHIP                  | \$       | 825.0     |
| 07/02/2018                | 129990                                   | NORTHSIDE ANIMAL HOSPITAL               | VET SERVICES-PAID BY DONATIONS             | \$       | 485.9     |
| 07/02/2018                | 129991                                   | SUSAN J. OSIKA                          | COUNCIL PAY                                | ş<br>Ş   | 485.9     |
| 07/02/2018                | 129992                                   | POSTMASTER                              | POSTAGE                                    | ş        | 320.0     |
|                           |  | RAILROAD MANAGEMENT COMPANY LLC         |  | ې<br>\$  | 874.0     |
| 07/02/2018                | 129994                                   |   | WATER PIPELINE CROSSING/ENCROACHMENT       | ې<br>\$  |           |
| 07/02/2018                | 129995                                   | SHIAWASSEE AREA TRANSPORTATION AGENCY   | FY 18/19 TOTAL CONTRIBUTION                |          | 75,315.2  |
| 07/02/2018                | 129996                                   |   | SATA PAYROLL SERVICES                      | \$       | 484.7     |
| 07/02/2018                | 129997                                   | SHIAWASSEE DISTRICT LIBRARY             | TAX SETTLEMENT                             | \$       | 23,599.1  |
| 07/02/2018                | 129998                                   | SHIAWASSEE REGIONAL CHAMBER OF COMM     | MEMBERSHIP-7/1/18-6/30/19                  | \$       | 759.0     |
| 07/02/2018                | 129999                                   | SPRINT COMMUNICATIONS                   | CELL PHONE SERVICE/EQUIPMENT               | \$       | 2,456.2   |
| 07/02/2018                | 130000                                   | STANDARD INSURANCE COMPANY              | GROUP LIFE INSURANCE                       | \$       | 4,169.9   |
| 07/02/2018                | 130001                                   | STATE OF MICHIGAN                       | TRINA CHICK-REAL PROPERTY VALUATION COURSE | \$       | 250.0     |
| 07/02/2018                | 130002                                   | STATE OF MICHIGAN                       | LICENSE PLATE RENEWALS (3)                 | \$       | 39.0      |
| 07/02/2018                | 130003                                   | ROBERT J TEICH JR                       | COUNCIL PAY                                | \$       | 120.0     |
| 07/02/2018                | 3286(A)                                  | APPLIED INDUSTRIAL TECHNOLOGIES         | PARTS                                      | \$       | 599.6     |
| 07/02/2018                | 3287(A)                                  | LOREEN F BAILEY                         | COUNCIL PAY                                | \$       | 110.0     |
| 07/02/2018                | 3288(A)                                  | CINTAS CORPORATION #308                 | FLOOR MATS                                 | \$       | 25.0      |
| 07/02/2018                | 3289(A)                                  | COBAN TECHNOLOGIES INC                  | WARRANTY AND LICENSE FEES                  | \$       | 1,950.0   |
| 07/02/2018                | 3290(A)                                  | CONSUMERS ENERGY                        | GAS/ELECTRIC USAGE                         | \$       | 226.8     |
| 07/02/2018                | 3291(A)                                  | FASTENAL COMPANY                        | PARTS                                      | \$       | 191.4     |
| 07/02/2018                | 3292(A)                                  | BURTON D FOX                            | COUNCIL PAY                                | \$       | 140.0     |
| 07/02/2018                | 3293(A)                                  | HAMILTON ELECTRIC CO., INC.             | MOTOR REPAIR                               | \$       | 301.0     |
| 07/02/2018                | 3294(A)                                  | KENNEDY INDUSTRIES, INC.                | TROUBLESHOOTING                            | \$       | 1,000.0   |
| 07/02/2018                | 3295(A)                                  | LANSING UNIFORM CO.                     | FIRE DEPARTMENT UNIFORMS                   | \$       | 2,434.1   |
| 07/02/2018                | 3296(A)                                  | KEVIN LENKART                           | HOTEL-SUMMER MACP CONFERENCE               | \$       | 547.2     |
| 07/02/2018                | 3297(A)                                  | LOGICALIS INC                           | PHONE SYSTEM UPGRADE                       | \$       | 16,676.5  |
| 07/02/2018                | 3298(A)                                  | LUDINGTON ELECTRIC, INC.                | TROUBLESHOOTING                            | \$       | 752.7     |
| 07/02/2018                | 3299(A)                                  | MCMASTER-CARR SUPPLY CO                 | PARTS                                      | \$       | 103.2     |
| 07/02/2018                | 3300(A)                                  | MICHIGAN BUSINESS & PROFESSIONAL ASSO   | JULY 2018-COBRA ADMIN FEE                  | \$       | 50.0      |
| 07/02/2018                | 3301(A)                                  | MICHIGAN MUNICIPAL LEAGUE WORKERS' COMP | 1ST PMT-FY 18/19-WORKERS COMP COVERAGE     | \$       | 20,230.0  |
| 07/02/2018                | 3302(A)                                  | MODERN CRANE TECHNOLOGIES               | ANNUAL OVERHEAD CRANE INSPECTIONS          | Ś        | 410.0     |

| 07/02/2018 | 3303(A) | MUNICIPAL CODE CORPORATION          | SUPPORT FEE-6/1/18-5/31/19               | \$       | 350.00             |
|------------|---------|-------------------------------------|--|----------|--------------------|
| 07/02/2018 | 3304(A) | MUNICIPAL SUPPLY CO.                | PARTS/SUPPLIES                           | \$       | 122.60             |
| 07/02/2018 | 3305(A) | NATIONAL VISION ADMINISTRATORS LLC  | JULY 2018-VISION INSURANCE PREMIUM       | \$       | 444.97             |
| 07/02/2018 | 3306(A) | NEWARK ELEMENT 14                   | DIGITAL PANEL METER                      | \$       | 382.87             |
| 07/02/2018 | 3307(A) | NCL OF WISCONSIN INC                | LAB SERVICES                             | \$       | 36.92              |
| 07/02/2018 | 3308(A) | OFFICE SOURCE                       | NOTARY STAMP                             | \$       | 36.00              |
| 07/02/2018 | 3309(A) | PACE ANALYTICAL SERVICES INC        | WASTEWATER ANALYSES                      | \$       | 195.00             |
| 07/02/2018 | 3310(A) | PAXXO (USA) INC                     | SUPPLIES                                 | \$       | 528.10             |
| 07/02/2018 | 3311(A) | PHP INSURANCE COMPANY               | HEALTH INSURANCE PREMIUM                 | \$       | 54,219.42          |
| 07/02/2018 | 3312(A) | PHYSICIANS HEALTH PLAN              | HEALTH INSURANCE PREMIUM                 | \$       | 21,203.73          |
| 07/02/2018 | 3313(A) | PVS NOLWOOD CHEMICALS INC           | SODIUM METABISULFITE                     | \$       | 1,572.68           |
| 07/02/2018 | 3314(A) | ST JOHNS ANSWERING SERVICE INC      | JULY 2018-TELEPHONE ANSWERING SERVICE    | \$       | 75.00              |
| 07/09/2018 | 130004  | METHOD, SHEILA M                    | REFUND                                   | \$       | 220.27             |
| 07/09/2018 | 130005  | STONE, HOWARD W                     | REFUND                                   | \$       | 35.20              |
| 07/09/2018 | 130006  | BLUE CROSS COMPLETE OF MICHIGAN     | REFUND                                   | Ś        | 190.34             |
| 07/09/2018 | 130007  | AMERICAN SPEEDY PRINTING            | PRINT MAILING PERMIT ON ENVELOPES (8000) | \$       | 229.00             |
| 07/09/2018 | 130008  | ARROW CONSTRUCTION COMPANY, INC.    | VOID                                     | Ŷ        | VOID               |
| 07/09/2018 | 130009  | MCCRORY MICHAEL                     | UB refund for account: 3593070002        | \$       | 75.00              |
| 07/09/2018 | 130010  | BAUGHER NEIL                        | UB deposit refund for account: 318790701 | \$       | 75.00              |
|            |         |                                     | COURIER SERVICE                          | \$       |                    |
| 07/09/2018 | 130011  | JUDY ELAINE CRAIG                   |  | \$<br>\$ | 189.00             |
| 07/09/2018 | 130012  | D & D TRUCK & TRAILER PARTS         | PARTS                                    |          | 1,743.95           |
| 07/09/2018 | 130013  | DUNSMORE TREE SERVICE               |  | \$       | 500.00             |
| 07/09/2018 | 130014  | FEDEX                               | SHIPPING FEES                            | \$       | 63.08              |
| 07/09/2018 | 130015  | FIRST DUE FIRE SUPPLY               | HELMET SHIELDS                           | \$       | 66.44              |
| 07/09/2018 | 130016  | FIRST RESPONSE EDUCATIONAL SERVICES | PREHOSPITAL TRAUMA LIFE SUPPORT          | \$       | 90.00              |
| 07/09/2018 | 130017  | TIMOTHY J GUYSKY                    | REIMBURSEMENT                            | \$       | 95.00              |
| 07/09/2018 | 130018  | H20 COMPLIANCE SERVICES INC         | INSPECTION SERVICES FOR CROSS CONNECTION | \$       | 731.25             |
| 07/09/2018 | 130019  | HADDIX, WILLIAM SCOTT               | RELEASE OF FUNDS                         | \$       | 588.00             |
| 07/09/2018 | 130020  | HAMMOND FARMS                       | GRIND BRUSH AT AIKEN ROAD DUMP SITE      | \$       | 4,500.00           |
| 07/09/2018 | 130021  | HOME DEPOT CREDIT SERVICES          | PARTS/SUPPLIES                           | \$       | 1,350.71           |
| 07/09/2018 | 130022  | JOE RAICA EXCAVATING INC            | 2018 STREET PROGRAM                      | \$       | 117,093.35         |
| 07/09/2018 | 130023  | LAMPHERE'S                          | AMR PROJECT INSTALL WORK                 | \$       | 5,108.23           |
| 07/09/2018 | 130024  | MICHIGAN STATE INDUSTRIES           | FLAGS                                    | \$       | 345.20             |
| 07/09/2018 | 130025  | MISDU                               | PAYROLL DEDUCTIONS                       | \$       | 1,228.26           |
| 07/09/2018 | 130026  | OWOSSO BOLT & BRASS CO              | PARTS                                    | \$       | 192.45             |
| 07/09/2018 | 130027  | OWOSSO PUBLIC SCHOOLS               | DEL PER PROP DISBURSEMENT                | \$       | 111.60             |
| 07/09/2018 | 130028  | POLICE OFFICERS LABOR COUNCIL       | PAYROLL DEDUCTION-UNION DUES             | \$       | 854.25             |
| 07/09/2018 | 130029  | RADIO SHACK DEALER 22-H074          | EXTERNAL HARD DRIVE                      | \$       | 89.99              |
| 07/09/2018 | 130030  | SDS SUPPLY CORPORATION              | SUPPLIES                                 | Ś        | 202.74             |
| 07/09/2018 | 130031  | SHIAWASSEE COUNTY TREASURER         | DEL PER PROPERTY TAX                     | Ś        | 196.76             |
| 07/09/2018 | 130032  | SHIAWASSEE DISTRICT LIBRARY         | DEL PER PROPERTY DISBURSEMENT            | \$       | 15.41              |
| 07/09/2018 | 130033  | STRYKER SALES CORPORATION           | RESTRAINT STRAP                          | \$       | 22.40              |
| 07/09/2018 | 130034  | TITUS WELDING COMPANY INC           | CLARIFIERS AT THE WWTP                   | \$       | 49,455.00          |
| 07/09/2018 | 130035  | TRACTOR SUPPLY COMPANY              | PARTS/SUPPLIES                           | \$       | 212.83             |
| 07/09/2018 | 130036  | US DEPARTMENT OF EDUCATION          | PAYROLL DEDUCTION                        | \$       | 167.68             |
| 07/09/2018 | 130037  | WIN'S ELECTRICAL SUPPLY OF OWOSSO   | PARTS/SUPPLIES                           | \$<br>\$ | 654.09             |
| 07/09/2018 | 3315(A) | ALTA CONSTRUCTION EQUIPMENT LLC     | PARTS                                    | Ś        | 1,684.79           |
| 07/09/2018 | 3316(A) | AMAZON CAPITAL SERVICES             | SUPPLIES                                 | \$       | 124.04             |
|            |         |                                     |  | \$       |                    |
| 07/09/2018 | 3317(A) | APPLIED INDUSTRIAL TECHNOLOGIES     | PARTS                                    | ş<br>Ş   | 3,654.02<br>198.05 |
| 07/09/2018 | 3318(A) | LOREEN F BAILEY                     | CAT SUPPLIES-PAID FOR BY DONATIONS       | \$<br>\$ |                    |
| 07/09/2018 | 3319(A) |                                     | GAS/ELECTRIC USAGE                       |          | 30,065.28          |
| 07/09/2018 | 3320(A) | D & G EQUIPMENT INC                 | PARTS                                    | \$       | 417.84             |
| 07/09/2018 | 3321(A) | D & K TRUCK COMPANY INC             | PARTS                                    | \$       | 69.14              |
| 07/09/2018 | 3322(A) | FISHER SCIENTIFIC CO.               | LAB SUPPLIES                             | \$       | 1,535.20           |
| 07/09/2018 | 3323(A) | FLEIS & VANDENBRINK ENGINEERING INC | 2018 STREET PROGRAM ENGINEERING SERVICES | \$       | 29,769.70          |
|            |         |                                     |  |          |                    |

| 07/09/2018 | 3324(A)            | FRONT LINE SERVICES, INC.                | MOUNT FOR TOWER 1                                  | \$     | 71.95             |
|------------|--------------------|--|--|--------|-------------------|
| 07/09/2018 | 3325(A)            | J & H OIL COMPANY                        | FUEL PE 6/30/18                                    | \$     | 4,878.95          |
| 07/09/2018 | 3326(A)            | J & M TREE SERVICE                       | 2018 GRASS MOWING PROGRAM                          | \$     | 1,263.00          |
| 07/09/2018 | 3327(A)            | JCI JONES CHEMICALS INC                  | SODIUM HYPOCHLORITE                                | \$     | 2,801.49          |
| 07/09/2018 | 3328(A)            | LANSING UNIFORM CO.                      | UNIFORMS   | \$     | 468.70            |
| 07/09/2018 | 3329(A)            | LUDINGTON ELECTRIC, INC.                 | ELECTRICAL REPAIRS                                 | \$     | 680.33            |
| 07/09/2018 | 3330(A)            | 1ST CHOICE AUTO PARTS INC                | PARTS  | \$     | 401.50            |
| 07/09/2018 | 3331(A)            | NATHAN HENNE                             | MME CONFERENCE REGISTRATION & DINNER               | \$     | 120.00            |
| 07/09/2018 | 3332(A)            | NEOPOST USA INC                          | SUPPLIES   | \$     | 36.00             |
| 07/09/2018 | 3333(A)            | ORCHARD HILTZ & MCCLIMENT INC            | CONTRACTUAL SERVICES-METERING PROGRAM              | \$     | 24,730.30         |
| 07/09/2018 | 3334(A)            | PVS TECHNOLOGIES, INC.                   | FERRIC CHLORIDE                                    | \$     | 3,360.08          |
| 07/09/2018 | 3335(A)            | REEVES WHEEL ALIGNMENT, INC              | VEHICLE REPAIRS/MAINTENANCE                        | \$     | 891.50            |
| 07/09/2018 | 3336(A)            | REPUBLIC SERVICES #237                   | JULY 2018-REFUSE SERVICE                           | \$     | 432.40            |
| 07/09/2018 | 3337(A)            | ROHDE BROS EXCAVATING INC                | 2018 STREET PROGRAM                                | \$     | 163,983.44        |
| 07/09/2018 | 3338(A)            | BRYAN GLEN THOMAS                        | ELECTRICAL INSPECTIONS                             | \$     | 500.00            |
| 07/09/2018 | 3339(A)            | WASTE MANAGEMENT OF MICHIGAN INC         | LANDFILL DISPOSAL CHARGES-6/16/18-6/30/18          | \$     | 12,211.86         |
| 07/17/2018 | 130038             | FOCHTMAN, MILDRED M                      | REISSUED CHECK                                     | \$     | 30.01             |
| 07/17/2018 | 130039             | H K ALLEN PAPER CO                       | SUPPLIES   | \$     | 251.00            |
| 07/17/2018 | 130040             | THE ARGUS PRESS                          | PRINTING OF LEGAL NOTICES ETC                      | \$     | 341.25            |
| 07/17/2018 | 130041             | BELTZ-SCHMIDT, ALICE                     | HARMON PATRIDGE PAVILION RESERVATION REFUND        | \$     | 50.00             |
| 07/17/2018 | 130042             | CLEAN AIR CONCEPTS                       | REPAIR   | \$     | 554.45            |
| 07/17/2018 | 130043             | DOWNTOWN DEVELOPMENT AUTHORITY           | APRIL/MAY/JUNE 2018-COMMUNITY DEVELOPMENT SERVICES | \$     | 6,144.99          |
| 07/17/2018 | 130044             | GARDNER, RANDY                           | BENTLEY PARK PAVILION RESERVATION REFUND           | \$     | 50.00             |
| 07/17/2018 | 130045             | HME INCORPORATED                         | 2017 HME AHRENS-FOX MINIEVO MINI PUMPER            | \$     | 209,873.00        |
| 07/17/2018 | 130046             | HORN, MARY ANN                           | BENTLEY PARK PAVILION RESERVATION REFUND           | \$     | 50.00             |
| 07/17/2018 | 130047             | JAY'S SEPTIC TANK SERVICE                | JULY 2018-PORTABLE TOILET RENTALS                  | \$     | 585.00            |
| 07/17/2018 | 130048             | MICHIGAN CHAMBER SERVICES                | LABOR LAW POSTERS                                  | \$     | 37.50             |
| 07/17/2018 | 130049             | MICHIGAN MUNICIPAL LEAGUE                | CONTRIBUTIONS                                      | \$     | 381.46            |
| 07/17/2018 | 130050             | MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS | MEMBERSHIP-JESSICA UNANGST-FY 18/19                | \$     | 280.00            |
| 07/17/2018 | 130051             | MONCHILOV SEWER SERVICE LLC              | TELEVISE & REPAIR SEWER                            | \$     | 8,035.20          |
| 07/17/2018 | 130052             | OTTE, HEIDI                              | HARMON PATRIDGE PAVILION RESERVATION REFUND        | \$     | 50.00             |
| 07/17/2018 | 130053             | OWOSSO BOLT & BRASS CO                   | PARTS  | \$     | 284.10            |
| 07/17/2018 | 130054             | OWOSSO COMMUNITY AIRPORT                 | FY 17/18 ANNUAL CONTRIBUTION FROM THE CITY         | \$     | 3,489.00          |
| 07/17/2018 | 130055             | OWOSSO-WATER FUND                        | WATER/SEWER USAGE                                  | \$     | 4,440.72          |
| 07/17/2018 | 130056             | SAFETY-KLEEN SYSTEMS INC                 | QUARTERLY SERVICE                                  | \$     | 275.00            |
| 07/17/2018 | 130057             | SHIAWASSEE ECONOMIC DEV PARTNERSHIP      | ANNUAL INVESTMENT PLEDGE FOR FY 18/19              | Ś      | 40,000.00         |
| 07/17/2018 | 130058             | SOUTHSIDE CAR WASH                       | OPD-CAR WASHES                                     | \$     | 258.00            |
| 07/17/2018 | 130059             | SPARTAN STORES LLC                       | BATTERIES  | \$     | 14.02             |
| 07/17/2018 | 130060             | UNITED PARCEL SERVICE                    | SHIPPING   | Ś      | 12.99             |
| 07/17/2018 | 130061             | VALLEY LUMBER                            | MATERIALS  | Ś      | 445.79            |
| 07/17/2018 | 3340(A)            | ACLARA TECHNOLOGIES LLC                  | AMR SYSTEM   | \$     | 10,663.88         |
| 07/17/2018 | 3341(A)            | ARROW INTERNATIONAL INC                  | AMBULANCE MEDICAL SUPPLIES                         | \$     | 1,162.37          |
| 07/17/2018 | 3342(A)            | BOUND TREE MEDICAL LLC                   | AMBULANCE MEDICAL SUPPLIES                         | Ś      | 919.64            |
| 07/17/2018 | 3343(A)            | CARMEUSE LIME                            | BULK PEBBLE QUICKLIME                              | Ś      | 4,640.94          |
| 07/17/2018 | 3344(A)            | CENTRON DATA SERVICES, INC.              | BILLING SERVICES                                   | \$     | 5,112.08          |
| 07/17/2018 | 3345(A)            | CERILLIANT                               | LAB SERVICES                                       | Ś      | 196.30            |
| 07/17/2018 | 3346(A)            | CINTAS CORPORATION #308                  | FLOOR MATS FOR CITY HALL                           | \$     | 25.00             |
| 07/17/2018 | 3347(A)            | CONSUMERS ENERGY                         | GAS/ELECTRIC USAGE                                 | Ş      | 15,730.06         |
| 07/17/2018 | 3348(A)            | EMPLOYEE BENEFIT CONCEPTS INC            | JULY 2018 FSA ADMIN FEE                            | \$     | 105.00            |
| 07/17/2018 | 3349(A)            | ETNA SUPPLY COMPANY                      | INVENTORY/PARTS                                    | Ş<br>Ş | 2,594.40          |
| 07/17/2018 | 3350(A)            | GOULD LAW PC                             | LEGAL SERVICES-JUNE 12, 2018 - JULY 9, 2018        | Ś      | 9,533.16          |
| 07/17/2018 | 3351(A)            | GRAINGER, INC.                           | FOAM FILLER  | \$     | 32.04             |
| 07/17/2018 | 3351(A)<br>3352(A) | J & M TREE SERVICE                       | 2018 GRASS MOWING PROGRAM                          | ş<br>Ś | 1,283.00          |
| 07/17/2018 | 3353(A)            | LOGICALIS INC                            | JUNE 2018-NETWORK ADMINISTRATOR/ENGINEER           | ş<br>Ş | 5,978.00          |
| 07/17/2018 | 3354(A)            | LUDINGTON ELECTRIC, INC.                 | ELECTRICAL REPAIRS                                 | ş<br>S | 5,978.00<br>75.00 |
| 0,717/2010 | 555+(A)            |  |  | ç      | 75.00             |

| 07/17/2018 | 3355(A)            | MATHESON TRI-GAS INC           | CARBON DIOXIDE                              | \$      | 1,908.65         |
|------------|--------------------|--------------------------------|---|---------|------------------|
| 07/17/2018 | 3356(A)            | SAFEBUILT MICHIGAN LLC         | JUNE 2018-BUILDING DEPARTMENT SERVICES      | \$      | 9,766.67         |
| 07/17/2018 | 3357(A)            | THE SHERWIN-WILLIAMS CO.       | PAINT/GLOVES                                | \$      | 106.33           |
| 07/17/2018 | 3358(A)            | ST JOHNS ANSWERING SERVICE INC | AUGUST 2018-TELEPHONE ANSWERING SERVICE     | \$      | 83.80            |
| 07/17/2018 | 3359(A)            | STAPLES BUSINESS CREDIT        | SUPPLIES                                    | \$      | 336.70           |
| 07/17/2018 | 3360(A)            | USA BLUE BOOK                  | PARTS                                       | \$      | 145.94           |
| 07/24/2018 | 130062             | THE ACCUMED GROUP              | JUNE 2018-AMBULANCE BILLING SERVICES        | \$      | 6,844.02         |
| 07/24/2018 | 130063             | ADVANCED DRAINAGE SYSTEMS INC  | MATERIALS FOR OLMSTEAD PROJECT              | \$      | 878.56           |
| 07/24/2018 | 130064             | AFLAC                          | AFLAC PREMIUM-EMPLOYEE DEDUCTION            | Ś       | 924.94           |
| 07/24/2018 | 130065             | H K ALLEN PAPER CO             | SUPPLIES                                    | \$      | 281.00           |
| 07/24/2018 | 130066             | B S & A SOFTWARE               | UTILITY BILLING TRAINING FOR THE AMR SYSTEM | Ś       | 1,000.00         |
| 07/24/2018 | 130067             | WAGNER ROBERT                  | UB refund for account: 1893500003           | \$      | 59.42            |
| 07/24/2018 | 130068             | DAVIS SEAN                     | UB refund for account: 2909040003           | Ś       | 7.70             |
| 07/24/2018 | 130069             | SALSBURY ANN                   | UB refund for account: 1429500001           | Ś       | 14.97            |
| 07/24/2018 | 130070             | MILLS KURT                     | UB refund for account: 2362200008           | \$      | 61.10            |
| 07/24/2018 | 130070             | CLARK IRENE                    | UB refund for account: 2256090001           | Ś       | 18.03            |
| 07/24/2018 | 130071             | ELLENBERG LANCE                | UB refund for account: 2812740002           | \$      | 66.55            |
| 07/24/2018 | 130072             |                                |   | \$      | 8.58             |
|            |                    |                                | UB refund for account: 3428070003           | ş<br>Ş  |                  |
| 07/24/2018 | 130074             | MCGUIRK REALTY                 | UB refund for account: 1766000004           |         | 74.59            |
| 07/24/2018 | 130075             | MCNAMARA BECKY                 | UB refund for account: 1487000002           | \$      | 21.10            |
| 07/24/2018 | 130076             | KEVES MARSHALL                 | UB refund for account: 3876570012           | \$      | 68.83            |
| 07/24/2018 | 130077             | CASEY ROSE                     | UB refund for account: 1722000010           | \$      | 8.54             |
| 07/24/2018 | 130078             | TORREY BRIAN                   | UB refund for account: 1531000019           | \$      | 6.63             |
| 07/24/2018 | 130079             | COOK TOM                       | UB refund for account: 2849640001           | \$      | 34.07            |
| 07/24/2018 | 130080             | CALEDONIA CHARTER TOWNSHIP     | PAYMENT PER WATER DISTRICT AGREEMENT        | \$      | 21,588.25        |
| 07/24/2018 | 130081             | RONALD DANKERT                 | BOARD OF REVIEW                             | \$      | 50.00            |
| 07/24/2018 | 130082             | DAYSTARR COMMUNICATIONS        | AUGUST 2018-PHONE/BROADBAND INTERNET        | \$      | 1,026.92         |
| 07/24/2018 | 130083             | DELTA DENTAL PLAN OF MICHIGAN  | AUGUST 2018-DENTAL INSURANCE PREMIUM        | \$      | 3,496.43         |
| 07/24/2018 | 130084             | DOWNTOWN DEVELOPMENT AUTHORITY | REIMBURSEMENT                               | \$      | 50,000.00        |
| 07/24/2018 | 130085             | DOWNTOWN DEVELOPMENT AUTHORITY | TAX DISBURSEMENT                            | \$      | 4,216.69         |
| 07/24/2018 | 130086             | JERRY L JONES                  | BOARD OF REVIEW                             | \$      | 50.00            |
| 07/24/2018 | 130087             | LAMPHERE'S                     | AMR INSTALLS                                | \$      | 1,222.18         |
| 07/24/2018 | 130088             | M-21 TOWING & RECOVERY         | TOWING                                      | \$      | 90.00            |
| 07/24/2018 | 130089             | TIM MCGUCKIN                   | TASER INSTRUCTION-CECIL/OLSEY               | \$      | 200.00           |
| 07/24/2018 | 130090             | MEMORIAL MEDICAL ASSOCIATES    | HEP B VAC/FIT TEST                          | \$      | 142.00           |
| 07/24/2018 | 130091             | MENARDS                        | POSTS                                       | \$      | 199.90           |
| 07/24/2018 | 130092             | MISDU                          | PAYROLL DEDUCTIONS                          | \$      | 1,228.26         |
| 07/24/2018 | 130093             | MONCHILOV SEWER SERVICE LLC    | EMERGENCY SANITARY SEWER SERVICE            | \$      | 3,720.00         |
| 07/24/2018 | 130094             | OWOSSO POOLS LLC               | SPLASH PAD REPAIR PARTS                     | \$      | 670.50           |
| 07/24/2018 | 130095             | SEIFERT CONCRETE               | 2017 SIDEWALK REPLACEMENT PROGRAM           | Ś       | 1,000.00         |
| 07/24/2018 | 130096             | SELBIG, STEVEN H               | REFUND                                      | \$      | 45.00            |
| 07/24/2018 | 130097             | SHIAWASSEE COUNTY TREASURER    | TAX DISBURSEMENT                            | Ś       | 249,542.54       |
| 07/24/2018 | 130098             | SHIAWASSEE FAMILY YMCA         | MEMBERSHIPS-EMPLOYEE DEDUCTIONS             | Ś       | 186.15           |
| 07/24/2018 | 130099             | SPRINT COMMUNICATIONS          | CELL PHONE SERVICE-6/7/18-6/18/18           | \$      | 1,222.53         |
| 07/24/2018 | 130100             | STATE OF MICHIGAN              | PHASE II-OLIVER ST                          | Ś       | 332,086.31       |
| 07/24/2018 | 130100             | TASK FORCE TIPS                | NOZZLE REPAIR                               | Ś       | 327.41           |
| 07/24/2018 | 130101             | THE ARK                        | BENTLEY PARK PAVILION RESERVATION REFUND    | Ş       | 50.00            |
| 07/24/2018 | 130102             | US DEPARTMENT OF EDUCATION     | GARNISHMENT                                 | \$      | 201.87           |
| 07/24/2018 | 3361(A)            | BELL EQUIPMENT COMPANY         | ROLLER SKIDS FOR PUSH CAMERA                | ې<br>\$ | 790.00           |
|            | 3361(A)<br>3362(A) | CONSUMERS ENERGY               | GAS/ELECTRIC USAGE                          | ş<br>Ş  | 9,997.50         |
| 07/24/2018 |                    | VOID                           | JAJ/ELECTRIC UJAJE                          | Ş       | 9,997.50<br>VOID |
| 07/24/2018 | 3363(A)            |                                |   | *       |                  |
| 07/24/2018 | 3364(A)            | DALTON ELEVATOR LLC            | CYLINDER RENTAL/SUPPLIES                    | \$      | 514.55           |
| 07/24/2018 | 3365(A)            | DIGITAL HIGHWAY INC            |   | \$      | 87.50            |
| 07/24/2018 | 3366(A)            | ENG INC                        | ENGINEERING DESIGN AND CONSTRUCTION ADMIN   | \$      | 17,182.65        |
| 07/24/2018 | 3367(A)            | AMBER FULLER                   | BOARD OF REVIEW                             | \$      | 50.00            |
|            |                    |                                |   |         |                  |

| 07/24/2018 | 3368(A) | GILBERT'S DO IT BEST HARDWARE & APPLIANCE | SUPPLIES                                 | \$<br>208.20     |  |
|------------|---------|---|--|------------------|--|
| 07/24/2018 | 3369(A) | H2A ARCHITECTS INC                        | FAÇADE PROJECT ARCHITECTS SERVICES       | \$<br>29,868.50  |  |
| 07/24/2018 | 3370(A) | HATCH COMPANY                             | LAB SUPPLIES                             | \$<br>1,054.39   |  |
| 07/24/2018 | 3371(A) | HYDROTEX INC                              | ACCULUBE                                 | \$<br>577.96     |  |
| 07/24/2018 | 3372(A) | J & H OIL COMPANY                         | FUEL PE 7/15/18                          | \$<br>5,111.92   |  |
| 07/24/2018 | 3373(A) | J & M TREE SERVICE                        | 2018 GRASS MOWING PROGRAM                | \$<br>1,223.00   |  |
| 07/24/2018 | 3374(A) | MALLEY CONSTRUCTION INC                   | 2017 STREET RESURFACING PROGRAM          | \$<br>599,566.98 |  |
| 07/24/2018 | 3375(A) | MEMORIAL HEALTHCARE CENTER                | DRUG SCREENS                             | \$<br>100.00     |  |
| 07/24/2018 | 3376(A) | MICHIGAN BUSINESS & PROFESSIONAL ASSO     | AUGUST 2018-COBRA ADMIN FEE              | \$<br>50.00      |  |
| 07/24/2018 | 3377(A) | MICHIGAN PAVING & MATERIALS CO            | AMS SEAL                                 | \$<br>875.72     |  |
| 07/24/2018 | 3378(A) | OFFICE DEPOT                              | SUPPLIES                                 | \$<br>459.98     |  |
| 07/24/2018 | 3379(A) | OWOSSO CHARTER TOWNSHIP                   | PAYMENT PER WATER AGREEMENT              | \$<br>11,931.39  |  |
| 07/24/2018 | 3380(A) | POLYDYNE INC                              | AF 4500 POLYMER                          | \$<br>2,076.30   |  |
| 07/24/2018 | 3381(A) | PRO-COMM INC                              | REMOVAL OF RADIOS                        | \$<br>300.00     |  |
| 07/24/2018 | 3382(A) | RICHARDSON BUSINESS SOLUTIONS             | PREPRINTED CARD                          | \$<br>22.00      |  |
| 07/24/2018 | 3383(A) | RUBOB'S INC                               | JUNE 2018-PUBLIC SAFETY DRY CLEANING     | \$<br>373.20     |  |
| 07/24/2018 | 3384(A) | SIGNATURE AUTO GROUP-OWOSSO MOTORS        | REPAIRS TO MEDIC 4                       | \$<br>1,963.05   |  |
| 07/24/2018 | 3385(A) | SPICER GROUP, INC.                        | ENGINEERING SERVICES FOR THE OLIVER ST   | \$<br>40,531.25  |  |
| 07/24/2018 | 3386(A) | USA BLUE BOOK                             | SUPPLIES                                 | \$<br>109.16     |  |
| 07/24/2018 | 3387(A) | VERIZON WIRELESS                          | PUBLIC SAFETY MODEM FEES-6/11/18-7/10/18 | \$<br>454.28     |  |
| 07/24/2018 | 3388(A) | VERIZON WIRELESS                          | AMR PROGRAM-MODEM FEES-6/11/18-7/10/18   | \$<br>159.44     |  |
| 07/24/2018 | 3389(A) | WASTE MANAGEMENT OF MICHIGAN INC          | LANDFILL DISPOSAL CHARGES-7/1/18-7/15/18 | \$<br>7,778.11   |  |
|            |         |   |  |                  |  |

1 TOTALS:

#### (2 Checks Voided) Total of 234 Disbursements:

\$ 2,614,599.28

| Bank 10 OWOSSO HISTORICAL FUND |      |                          |                                |                |
|--------------------------------|------|--------------------------|--------------------------------|----------------|
| 07/13/2018                     | 5101 | HEATHER DAWN BROOKS      | DESIGN TIME FOR CURWOOD CASTLE | \$<br>30.00    |
| 07/13/2018                     | 5102 | C D W GOVERNMENT, INC.   | OFFICE STD 2016 (2)            | \$<br>596.00   |
| 07/13/2018                     | 5103 | CONSUMERS ENERGY         | GAS/ELECTRIC USAGE             | \$<br>58.74    |
| 07/13/2018                     | 5104 | DELL MARKETING LP        | DELL LATITUDE 5580 (2)         | \$<br>2,016.00 |
| 07/13/2018                     | 5105 | JOE MATTESON PHOTOGRAPHY | PHOTOGRAPHS OF FOUR MUSEUMS    | \$<br>200.00   |
| 07/13/2018                     | 5106 | TAMMY NETHAWAY           | WEED GARDENS                   | \$<br>140.00   |
| 07/13/2018                     | 5107 | OLD FASHIONED CLEANING   | CURWOOD CASTLE CLEANING        | \$<br>300.00   |
| 07/13/2018                     | 5108 | OUTDOORS REAL ESTATE INC | GOULD HOUSE LAWN CARE          | \$<br>190.00   |
| 07/13/2018                     | 5109 | OWOSSO-WATER FUND        | GAS/ELECTRIC USAGE             | \$<br>217.45   |
| 07/13/2018                     | 5110 | SHIAWASSEE ARTS CENTER   | CURWOOD CASTLE MAGNETS (50)    | \$<br>112.50   |
| 07/13/2018                     | 5111 | STUDIO 52 FRAME SHOP     | MATS FOR MOVIE EXHIBITION      | \$<br>362.50   |
| 07/20/2018                     | 5112 | MARK D AGNEW             | SIGN                           | \$<br>325.00   |
| 07/20/2018                     | 5113 | CONSUMERS ENERGY         | GAS/ELECTRIC USAGE             | \$<br>143.45   |
| 07/20/2018                     | 5114 | DAYSTARR COMMUNICATIONS  | AUGUST 2018-GOULD HOUSE        | \$<br>130.23   |
| 07/20/2018                     | 5115 | DEBBIE HEBERT            | RECORDING SERVICES             | \$<br>49.00    |
| 07/20/2018                     | 5116 | OUTDOORS REAL ESTATE INC | GOULD HOUSE LAWN               | \$<br>152.00   |
|                                |      |                          |                                |                |

#### 10 TOTALS:

Total of 16 Disbursements:

REPORT TOTALS:

(2 Checks Voided) Total of 250 Disbursements: \$ 5,022.87

\$ 2,619,622.15



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& Utilities

| DATE: | August 2, 2018                                  |
|-------|---|
| TO:   | City Council                                    |
| FROM: | Glenn M. Chinavare, Director of Public Services |

SUBJECT: Proposed Water & Sewer Rate Schedule for FY 2018 - 2019

# **RECOMMENDATION:**

Adoption of revised water and sewer rates per proposed resolution, and authorization to charge customers for said rates beginning the first quarter billing period for FY2018 - 2019.

# BACKGROUND:

Attachment (1) is the proposed water and sewer rate schedule for the fiscal year beginning July 1, 2018. The proposed rate changes are in line with the capital and operating cost projections.

The Water Main Capital (i.e. Replacement) Charge will increase \$9.00 (from \$15.00 to \$24.00 per quarter for residential customers - larger increases proportional to meter service size), which is intended to generate additional revenue for planned water main and lead service line replacements.

The in-town Water Demand Charge will increase \$4.00 (from \$34.00 to \$38.00 per quarter for residential customers - larger increases proportional to meter service size), which will generate the necessary funds for debt servicing.

The out-of-town Water Demand Charge will increase \$8.00 (from \$68.00 to \$76.00 per quarter for residential customers - larger increases proportional to meter service size), with 25% of the revenue received being returned to the townships.

The in-town Water Usage Charge would increase from \$2.00 to \$2.20 per meter unit (100 cubic feet or about 750 gallons). The out-of-town Water Usage Rate would increase from \$4.00 to \$4.40 per unit (with 25% of the revenue received being returned to the Townships). The wholesale rate to the City of Corunna would increase by the same percentages as the City and neighboring Townships. The City of Corunna usage/commodity rate will increase from \$2.93per 1000 gallons to \$3.22 per 1,000 gallons.

The Sewer Usage Charge would increase from \$2.40 to \$2.60 per unit of metered water. This applies to City of Owosso customers only, as the Townships and Corunna separately bill their own customers. Costs for the Mid-County Wastewater Treatment Plant are shared on a wholesale basis between the 4 mid-County local units of government. The increase in the Sewer Usage Charge is necessary to cover the City share (about 70%) of the cost of the plant operation.

The changes to the Water & Sewer Rate Schedule are briefly described below in attachment (2). The changes would not apply to the June 30, 2018 billing, but would be in effect for the first quarterly billing for period July 1, 2018 through September 30, 2018.

### **FISCAL IMPACTS:**

These above changes will result in an overall 13.5% increase in a typical residential water/sewer bill beginning with the first quarterly billing ending September 30, 2018. The following highlights only the most crucial and immediate issues that directly impact the rates as proposed.

Water Utility:

These increases are necessary to replenish depleted water capital reserve fund balances. The minimum fund balance for a three to four month operating expense contingency is \$500,000.00. Projected water main replacements in coordination with the Street Rehabilitation Program for 2019 thru 2021 are expected to be at least \$2,600,000.00, which dos not yet include the cost of lead and galvanized water service line replacement now mandated by the State of Michigan effective June 14, 2018. Additionally, Asset Management Plans now mandated by the State of Michigan also require an additional skilled staff employee to manage and maintain this information as part of regulatory compliance.

# Wastewater Utility

While the wastewater capital reserve fund is in a positive balance, these reserves have been depleted significantly the past two years to renovate and replace plant processes that expended their useful service life. This includes the two primary clarifiers at \$632,059.00, new HVAC system at \$101,000.00, new influent debris screening units and waste compactor at \$239,300.00, sludge thickener rehabilitation currently in process at \$539,000.00, and centrifuge rehabilitation at \$26,500.00. The next plant process of concern are 1) Influent screw pumps estimated at \$725,000.00, 2) Grit Chamber estimated at \$1,000,000.00, 3) Emergency Generator at \$350,000.00, and 4) Main building roof at \$350,000.00.

# Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution

(2) Annual Owosso Rate Comparisons

### Owosso Water & Sewer Rate History & Projections "Typical" 4 person Residential Customer FY 2018/19 (Changing rates are in bold)

| (Changing rates are in bold)                         |                   |          |                |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
|--|-------------------|----------|----------------|----|-----------------|----|----------------|----|-----------------|----|----------------|----------|----------------|--------|---------------------|--------------|---------------|--------------|---------------|-------|---------------------|
|  | Actual            |          | ctual          |    | Actual          |    | Actual         |    | Actual          |    | Actual         |          | Actual         |        | ctual               |              | ctual         |              |               |       | osed                |
|  | Sept 2005         |          | r 2010         | FY | 2010-11         | F  | Y2011-12       | F١ | /2012-13        | FY | 2013-14        | FY       | 2014-15        | FY2    | FY2015-16 FY2016-17 |              | 016-17        | 17 FY2017-18 |               | FY20  | <mark>)18-19</mark> |
|  | to Mar 2010       | to J     | un 2011        |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
| "Typical" family of four City Residential Customer   | • • • • • •       |          |                |    |                 | •  |                |    |                 |    |                |          |                |        |                     | •            |               | •            |               |       |                     |
| Water Demand Charge per quarter                      |                   | \$       | 25.00          | \$ | 30.00           | •  | 30.00          | \$ | 30.00           | \$ | 30.00          |          |                | \$     |                     | -            | 32.00         | -            | 34.00         |       | 8.00                |
| Water Main Replacement Charge (applied in City only) |                   | \$       | -              | \$ | -               | \$ | -              | \$ | 10.00           | \$ | 12.00          | *        | 12.00          | •      | 12.00               | •            | 13.00         | •            | 15.00         |       | 4.00                |
| Water Usage Rate per 100cf                           |                   | \$<br>\$ | 1.30<br>31.20  | \$ | 1.40            | \$ | 1.40           | \$ | 1.50            | \$ | 1.60           | \$<br>\$ | 1.70           | ֆ<br>Տ |                     | \$           | 1.90<br>45.60 | \$           | 2.00<br>48.00 |       | 2.20<br>2.80        |
| Water Usage Charge for 24 units per quarter          | \$ 28.80          | Þ        | 31.20          | Þ  | 33.60           | \$ | 33.60          | Þ  | 36.00           | \$ | 38.40          | Þ        | 40.80          | Þ      | 43.20               | \$ 4         | 45.60         | \$           | 48.00         | \$ 5  | 2.80                |
| Quarterly Water Charge                               | \$ 51.30          | \$       | 56.20          | ¢  | 63.60           | ¢  | 63.60          | ¢  | 76.00           | ¢  | 80.40          | ¢        | 83.80          | \$     | 87.20               | \$           | 90.60         | \$           | 97.00         | ¢ 11  | 4.80                |
| % increase   |                   | Ψ        | 9.6%           | Ψ  | 13.2%           |    | 0.0%           | Ψ  | 19.5%           | Ψ  | 5.8%           | Ψ        | 4.2%           | Ψ      | 4.1%                | ψ.           | 3.9%          |              | 7.1%          |       | 8.4%                |
| // morease   | 0.070             |          | 3.070          |    | 10.2 /0         |    | 0.070          |    | 10.070          |    | 0.070          |          | 4.2 /0         |        | 4.170               |              | 0.070         |              | 1.170         |       | 0.470               |
| Sewer Demand Charge per quarter                      | \$ 22.50          | \$       | 22.50          | \$ | 25.00           | \$ | 25.00          | \$ | 25.00           | \$ | 25.00          | \$       | 26.00          | \$     | 26.00               | \$ 3         | 26.00         | \$           | 28.00         | \$ 3  | 0.00                |
| Sewer Usage Rate per 100cf                           |                   | \$       | 1.70           | \$ | 1.80            | \$ | 1.80           |    | 1.90            | \$ | 2.00           | \$       | 2.10           | \$     | 2.20                | \$           | 2.30          | \$           | 2.40          | \$    | 2.60                |
| Sewer Usage Charge for 24 units per quarter          |                   | \$       | 40.80          | \$ | 43.20           | \$ | 43.20          | \$ | 45.60           | \$ | 48.00          | \$       | 50.40          | \$     | 52.80               | \$ !         | 55.20         | \$           | 57.60         | \$ 6  | <b>2.40</b>         |
|  |                   |          |                |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
| Quarterly Sewer Charge                               |                   | \$       | 63.30          | \$ | 68.20           |    | 68.20          | \$ | 70.60           | \$ | 73.00          | \$       | 76.40          | \$     |                     | \$ 8         | 81.20         | \$           | 85.60         |       | <mark>2.40</mark>   |
| % increase   | 0.0%              |          | 0.0%           |    | 7.7%            |    | 0.0%           |    | 3.5%            |    | 3.4%           |          | 4.7%           |        | 3.1%                |              | 3.0%          |              | 5.4%          |       | <mark>7.9%</mark>   |
|  |                   | •        |                | •  |                 | •  |                |    |                 | •  |                |          |                | •      |                     |              |               |              |               |       |                     |
| Total In City Quarterly Water & Sewer<br>% increase  | \$ 114.60<br>0.0% | \$       | 119.50<br>4.3% | \$ | 131.80<br>10.3% |    | 131.80<br>0.0% | \$ | 146.60<br>11.2% | \$ | 153.40<br>4.6% | \$       | 160.20<br>4.4% | \$     | 166.00<br>3.6%      | \$ 1         | 71.80<br>3.5% |              | 82.60<br>6.3% |       | 7.20<br>3.5%        |
| % increase   | 0.0%              |          | 4.3%           |    | 10.3%           |    | 0.0%           |    | 11.2%           |    | 4.0%           |          | 4.4%           |        | 3.0%                |              | 3.5%          |              | 6.3%          | 1     | 3.5%                |
|  |                   |          |                |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
| Out-of-Town Residential Customer (Water only)        |                   |          |                |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
|  |                   |          |                |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
| Water Demand Charge per quarter                      | \$ 45.00          | \$       | 50.00          | \$ | 60.00           | \$ | 60.00          | \$ | 60.00           | \$ | 60.00          | \$       | 62.00          | \$     | 64.00               | \$ (         | 64.00         | \$           | 68.00         | \$ 7  | 6.00                |
| Proposed Water Main Replacement Charge               |                   | \$       | -              | \$ | -               | \$ | -              | \$ | -               | \$ | -              | \$       | -              | \$     | -                   | \$           | -             | \$           | -             | \$    | -                   |
| Water Usage Rate per 100cf                           | \$ 2.40           | \$       | 2.60           | \$ | 2.80            | \$ | 2.80           | \$ | 3.00            | \$ | 3.20           | \$       | 3.40           | \$     | 3.60                | \$           | 3.80          | \$           | 4.00          | \$    | 4.40                |
| Water Usage Charge for 24 units per quarter          | \$ 57.60          | \$       | 62.40          | \$ | 67.20           | \$ | 67.20          | \$ | 72.00           | \$ | 76.80          | \$       | 81.60          | \$     | 86.40               | \$ 9         | 91.20         | \$           | 96.00         | \$ 10 | <mark>)5.60</mark>  |
|  |                   |          |                |    |                 |    |                |    |                 |    |                |          |                |        |                     |              |               |              |               |       |                     |
| Quarterly Water Charge                               | \$ 102.60         | \$       | 112.40         | \$ | 127.20          | \$ | 127.20         | \$ | 132.00          | \$ | 136.80         | \$       | 143.60         | \$     | 150.40              | <b>\$</b> 1/ | 55.20         | \$1          | 64.00         | \$ 18 | <b>1.60</b>         |
| 0/   | 0.00/             |          | 0.00/          |    | 40.00/          |    | 0.00/          |    | 0.00/           |    | 0.00/          |          | E 00/          |        | 4 70/               |              | 0.00/         |              | F 70/         |       | 0.70                |
| % increase   | 0.0%              |          | 9.6%           |    | 13.2%           |    | 0.0%           |    | 3.8%            |    | 3.6%           |          | 5.0%           |        | 4.7%                |              | 3.2%          |              | 5.7%          | 1     | 0.7%                |

# MEMORANDUM



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

DATE: August 1, 2018

TO: Mayor Eveleth and Owosso City Council members

FROM: City Manager

# SUBJECT: Process to Fill City Council Vacancy

# **RECOMMENDATION:**

Staff suggests that City Council direct the City Clerk's office to post the City Council vacancy and accept letters of interest until Wednesday, August 15<sup>th</sup>. The vacancy appointment would then be placed on the August 20<sup>th</sup> agenda, where City Council would allow each qualified applicant to provide a 5-minute statement to Council followed by a questions and answers. Once completed, City Council will appoint a new Council member to fill the vacancy.

# BACKGROUND:

Burton Fox's resignation was effective July 20<sup>th</sup> when his resignation was filed in writing to the City Clerk per Section 4.11 of the City Charter.

**Section 4.14. – Filling Vacancies.** (a) If a vacancy occurs in an elective office or if no person qualifies for any such office, the Council shall, within thirty days thereafter, fill the vacancy, by appointing a person other than the person creating the vacancy, who shall hold such office until the Monday following the next regular city election.

# FISCAL IMPACTS: None

# Document originated by: N. Henne

Attachment: Burton Fox's Letter of Resignation Please see below...

Amy K. Kirkland, CMC City Clerk City of Owosso

Phone: (989)725-0566 Email: <u>amy.kirkland@ci.owosso.mi.us</u>

From: Burton Fox [mailto:burton1480@gmail.com] Sent: Friday, July 20, 2018 1:48 PM To: Amy K. Kirkland Subject: Re: letter of resignation

Sorry for delay.

July 20,2018

Owosso City Clerk,

This is to official confirm my resignation from 0 the city council at the close of the council meeting of July 16, 2018.

This was a difficult decision for me, but I feel I made the right decision and will be looking forward for great things for the city.

I would be remiss if I failed to say serving on the council was a pleasure and I wish the council members and city staff the best success in the days ahead.

If I can ever be of assistance in the future, please feel free to ask.

Respectfully,

Burton D. Fox.

On Jul 20, 2018 11:47 AM, "Amy K. Kirkland" <<u>amy.kirkland@ci.owosso.mi.us</u>> wrote: Burton,

Not that I'm trying to kick you when you're down, but I wanted to reach out to you and remind you that I need your resignation in writing. I know that you have a lot going on right now but when you get a chance could you please send something my way? It doesn't have to be anything eloquent, just a statement of your intent to resign (it could even be an email).

Thanks!

Amy K. Kirkland, CMC City Clerk



## MEMORANDUM

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

- DATE: August 1, 2018
- TO: Mayor Eveleth and the Owosso City Council
- FROM: Nathan Henne, City Manager
- **SUBJECT:** Waiver of Reversionary Clause

### **RECOMMENDATION:**

Staff recommends waiving the "reversionary clause" for Lot 63 and 64 of the Osburn Lakes Residential Site Condominium development.

### BACKGROUND:

Louis and Kara Guizzetti wish to purchase lots 63 and 64 in the Osburn Lakes development. They wish to build on lot 63 but leave lot 64 vacant to enlarge their yard. Article VII, paragraph F, of the Master Deed grants the Developer (the City) the right to repurchase a lot if construction of a residence has not commenced within 18 months of purchase. As the Guizzetti's have no intention of building a home on the lot they are seeking formal assurance from the City and the home owner's association that no action will be taken to repurchase the property after 18 months time.

Per the terms of the Master Deed the City is considered the developer and has the authority to act without the HOA.

### FISCAL IMPACTS:

The City will lose its investment in the infrastructure provided for lot 64 but the City will no longer have to maintain it. The Guizzetti's have not ruled out an eventual build on lot 64 but that will be up to them to sell the lot or build another home.

Document originated by: Amy K. Kirkland, City Clerk

# WAIVER OF REVERSIONARY CLAUSE: LOTS 63 & 64

This Waiver of Reversionary Clause is entered into on the date stated below by the City of Owosso, a Michigan municipal corporation of 301 West Main Street, Owosso, Michigan 48867.

WHEREAS, the City of Owosso became the Developer of the Osburn Lakes Residential Site Condominium ("Osburn Lakes") as established in a Master Deed recorded October 22, 2004 in Liber 1069, Page 159 of the Shiawassee County Records.

WHEREAS Article VII, paragraph F. of the Master Deed grants the Developer the right to repurchase a Unit if construction of the residence has not commenced within eighteen (18) months of an owner acquiring title to a Unit;

WHEREAS Article VII paragraph B(v)(c) of the Master Deed reserves to the Developer the power to make exceptions to the restrictions contained in the Master Deed;

WHEREAS the economy of the State of Michigan and the housing market have changed since 2004;

WHEREAS Louis r. Guizzetti and Kara L. Guizzetti wish to purchase Unit 63 & 64 of the Osburn Lakes development upon which a residence will be built on Unit 63 and said Unit 64 of Osburn Lakes is contiguous to Unit 63;

WHEREAS Louis R. Guizzetti and Kara L. Guizzetti have offered to purchase Unit 63 & 64 of Osburn Lakes but do not intend to construct any buildings on Unit 64;

WHEREAS the City of Owosso finds that it is in its best interest and that of current property owners in Osburn Lakes to waive the right to repurchase Unit 63 & 64.

NOW, THEREFORE, THE CITY OF OWOSSO hereby waives its right pursuant to Article VII, paragraph F. of the Master Deed to repurchase Unit 63 & 64 of Osburn Lakes for failure to commence construction of a residence.

Provided further that nothing herein bars any owner of Unit 64 from constructing a residence thereon in compliance with the Master Deed and the Ordinances of the City of Owosso.

Provided further that no owner of Unit 64 may construct or cause to be constructed any accessory building or other non-residential structure thereon unless a residence is constructed on Unit 64.

### CITY OF OWOSSO

### ATTEST:

BY:\_\_\_

Christopher T. Eveleth ITS: Mayor Amy K. Kirkland, City Clerk

STATE O F MICHIGAN)

COUNTY OF SHIAWASSEE)

The foregoing instrument was acknowledged before me this \_\_\_\_\_day of \_\_\_\_\_, 2018, by Christopher T. Eveleth and Amy K. Kirkland, Mayor and Clerk of the City of Owosso, a Michigan municipal corporation, on behalf of the corporation.

) ss.

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

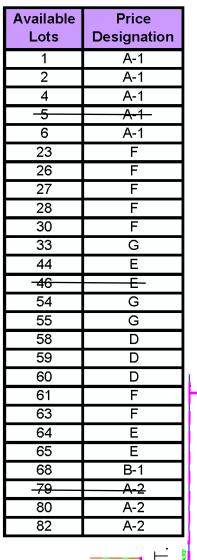
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PREPARED BY: Scott J. Gould P 33871 Owosso City Attorney 114 East Main Street, Suite 218 Owosso, Michigan 48867 (989)729-0071 RETURN TO: Amy K. Kirkland Owosso City Clerk 301 West Main Street Owosso, Michigan 48867 (989)725-0500

# **OSBURN LAKES** SUBDIVISION

Osburn Lakes is a single family condominium development designed to function and feel like a neighborhood rather than a subdivision. The development includes a private park as well as private nature trails for the enjoyment of residents. Available lots range in size from 7200 sq. ft. to approximately 23,100 sq. ft.

| Area | Description                                  | Price    |
|------|--|----------|
| A-1  | Lots abutting Gould Street                   | \$7,500  |
| A-2  | 60 foot frontage lots with<br>120-130' depth | \$10,040 |
| B-1  | Small corner lots and 68<br>and 69           | \$10,525 |
| D    | Walk-out lots/small lots                     | \$15,600 |
| E    | Walk-out large privacy lots                  | \$15,980 |
| F    | Large basement window                        | \$16,500 |
| G    | Walk-out large lots                          | \$17,530 |



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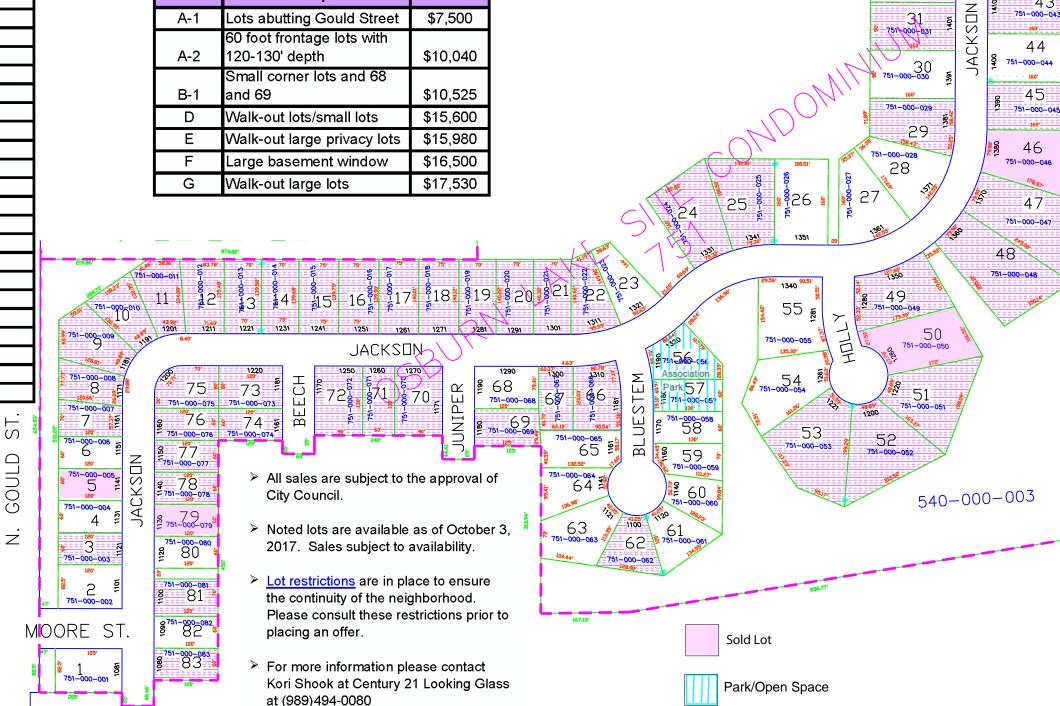
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## MEMORANDUM

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

- DATE: August 2, 2018
- TO: Mayor Eveleth and the Owosso City Council
- **FROM:** Nathan Henne, City Manager
- **SUBJECT:** Parks/OHC Ballot Language

### BACKGROUND:

The Owosso Parks Commission and the Owosso Historical Commission approached City staff to inquire about the possibility of getting a millage request on the ballot for November of 2018. This ballot measure would request that 1 mill be levied for parks and historical capital improvements per the 2018 5-year Owosso Parks Master Plan as well as capital improvements needed at the City's historical assets. The city has been told by the OHC that a capital improvements plan is forthcoming.

This agenda item for the August 6<sup>th</sup> council meeting is only to consider placing the enclosed language on the November ballot.

### FISCAL IMPACTS:

If passed by the voters in November of 2018, this ballot measure will generate an estimated \$255,000 per year for two years. The \$255,000 will be split 50/50 between the respective organizations which currently operate as part of city government. These funds, if approved in November by the voters, will be earmarked for parks and historical asset capital improvements.

PROPOSITION TO AUTHORIZE THE LEVYING OF 1.0 MILLS TO PROVIDE FUNDING TO MAINTAIN, IMPROVE, UPGRADE PARKS AND PRESERVE HISTORICAL SITES WITHIN THE CITY OF OWOSSO.

Shall the City of Owosso levy a new additional millage of one mill (\$1.00 per \$1,000.00) on taxable value of property located in the City of Owosso, in accordance with Section 9.1 of the Owosso City Charter. The millage shall be levied for two years beginning with the 2019 tax levy year and running through the 2020 tax year (inclusive). If approved, the millage will raise, in the first year of such levy, an estimated revenue of \$255,000 per year to provide funding to the City of Owosso Parks and Recreation Commission and the City of Owosso Historical Commission. Revenue will be used to maintain, improve, upgrade parks and preserve the historical sites within the City of Owosso.

Yes/No

### MINUTES

### **REGULAR MEETING OF THE**

### DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET

### **CITY OF OWOSSO**

### JULY 11, 2018 AT 7:30 AM

### CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:32 a.m.

ROLL CALL: Was taken by Recording Secretary, Debbie Hebert.

MEMBERS PRESENT: Chairman Dave Acton,

Vice-Chairman Bill Gilbert,

Mayor Chris Eveleth, Present

Jon Moore, Present

Lance Omer, Present (7:37 a.m.)

and Theresa Trecha,

**MEMBERS ABSENT:** Authority Members, Ken Cushman, Kevin Wiles, Jim Woodworth

**<u>OTHERS PRESENT</u>**: Josh Adams, Main Street Manager; Tracey Peltier, Owosso Main Street/DDA Program Assistant; Robert Doran-Brockway, Historical Facilities Director.

### AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE AGENDA FOR JULY 11, 2018 AS PRESENTED,

AYES: ALL. MOTION CARRIED.

### MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER EVELETH TO APPROVE THE MINUTES OF JUNE 6, 2018, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

**ITEMS OF BUSINESS:** 

1) CHECK REGISTER

IT WAS MOVED BY AUTHORITY MEMBER TRECHA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE CHECK REGISTER FOR JUNE, 2018 AS PRESENTED. AYES ALL. MOTION CARRIED.

### 2) BUDGET REPORT – JOSH ADAMS, MAINSTREET MANAGER

Adams reported FY Ending Balance of \$11,000. He gave a generalized summary of various line items of both expenses and revenues. Discussion regarding expenditures lead to a suggestion to request a meeting with City Manager, Nathan Henne for an overview of the relationship of the City of Owosso and the Owosso DDA Mainstreet. A formal request will be made for a meeting to be held in the Fall of 2018.

### IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE FINAL BUDGET REPORT FOR FY 2017/2018. AYES ALL. MOTION CARRIED.

### 3) FAÇADE GRANT UPDATE

Project is out to Bid. Bid is to close on the June 17<sup>th</sup>. The bid proposal is itemized per project allowing for more than one contractor to be chosen if the proposed amount is less.

### COMMITTEE UPDATES:

1) Design & Business Vitality – Wayfinding and Streetscapes Updates,-great progress has been made.

Confirmation of quotes and quantities including pedestrian wayfinding signs, inserts, vehicular size and Gateway Signs. Kiosks, Website Link and Phone Apps will be next.

Automatic irrigation system will eventually be optimized for flowers. Manual watering is more effective with a better result. Exchange St. and Water St. southwest corner flower bed is the prototype for the larger beds.

Tree Removal strategy has been developed to create a balance of removal and replacement providing better exposure of front of business.

Streetscape-decision was made to keep pavers. A maintenance plan will be put in place to care for weeds and to prevent them from sinking.

Lighting plan is being developed for repair and replacement of chairman and gooseneck lights.

Funding discussed to differentiate between City and Mainstreet expenses.

- 2) Promotion & Outreach Continuing as is with current work plans.
- 3) Business Owners Committee No meeting this past month.
- 4) Manager Updates Adams reports none at this time.

**<u>PUBLIC COMMENTS</u>**: - Suggestion by Robert Doran-Brockway to place plagues on buildings noting historical references.

**<u>BOARD COMMENTS</u>**: Plans for vision casting with fellow business owners in near future as businesses open and facades are completed.

Discussion occurred to begin approaching vacant building owners to allow Pop-Up shops during the fall and Holiday Season. Many positive comments were made to follow the trend. Tracy Peltier, Josh Adams, Lance Omer and Robert Doran-Brockway will meet to discuss the Pop-Up shops and report at the next meeting.

ADJOURNMENT:

## IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY

MEMBER TRECHA TO ADJOURN AT 8:26 A.M.

AYES: ALL. MOTION CARRIED.

Dave Acton, Chairman

# PARKS AND RECREATION COMMISSION REGULAR MEETING WEDNESDAY, JUNE 27, 2018 City Hall Conference Room 301 W. Main St. Owosso, MI 48867

CALL TO ORDER: Chairman Espich called the meeting to order at 7:00 p.m. PLEDGE OF ALLEGIANCE: Was recited. Was taken by Deputy City Clerk Roxane Cramer. ROLL CALL: MEMBERS PRESENT: Chairman Espich, Vice-Chair Jeff Selbig, Commissioners Jerry Hebekeuser, Rick Morris, Nick Seabasty and Randy Woodworth. Commissioner Nell Anne Hebekeuser. MEMBERS ABSENT: **OTHERS PRESENT:** Mayor Christopher Eveleth, Main Street Manager Josh Adams **APPROVAL OF AGENDA:** COMMISSIONER JERRY HEBEKEUSER MADE A MOTION TO APPROVE THE AGENDA FOR JUNE 27, 2018 WITH CHANGES. MOTION SUPPORTED BY COMMISSIONER WOODWORTH. AYES ALL, MOTION CARRIED. CHANGES: STRIKE #4 AND ADD TO THE AGENDA DISCUSSION #6 THE HOMELESS PEOPLE ON THE RIVER TRAIL TO #7 BIKE RIDE SCAVENGER HUNT POSSIBLE FUND RAISER. COMMISSIONER RICK MORRIS MADE A MOTION TO APPROVE **APPROVAL OF MINUTES:** THE MINUTES FROM MAY 23, 2018. MOTION SUPPORTED BY COMISSIONER WOODWORTH. AYES ALL, MOTION CARRIED.

### PUBLIC COMMENTS/COMMISSIONER COMMENTS:

Chairman Espich said he had gone up to the high school and talked to the PALM (Peddle Across Lower Michigan) Riders.

Josh Adams stated there was just shy of 700 people.

Josh Adams reported that the event organizers said that Owosso was the most accommodating city on the whole route.

### **COMMUNICATIONS:**

None.

### **BUSINESS:**

### Skate Park Update

Commissioner Woodworth reported on his discussion with Brad from PILLAR Design on the layout and cost of the Skate Park. He also shared the conceptual drawing with the commissioners and the explained the design related to the cost.

Commissioners discussed the layout and the cost.

If it cannot be done in July it maybe next year before PILLAR can build it.

Josh Adams reported the city will pay for the stamped drawings from PILLAR.

### Community Gardens – Update

Josh Adams is looking for volunteers for the community garden.

### Rail Trail Update

Commissioner Morris reported that the map has to be redrawn due to a mile long change and just waiting on the map.

### Parks Millage Discussion

Commissioner Woodworth suggested that there be an advocate for the parks. He explained a part time person that would be paid.

Commissioners discussed putting a millage on the ballot to support the parks and the Historical Commission.

Mayor Eveleth explained the budget and the amount of revenue spending cut by the state.

The Mayor also suggested sharing the millage with the Historical Buildings in the city.

Mayor Christopher reported on the bid process for the skate park.

The mayor thanked the current members and said Jeremy Workman would be joining the Parks and Recreation Commission at the next meeting.

### Homeless people on the trail

Commissioner Morris reported that several people had told him that there were homeless people living on the trail. There is quite a bit of garbage in that location.

### **Bide Ride Scavenger Hunt**

Commissioner Morris reported on a scavenger hunt and suggested this for a fund raiser for the Parks and Recreation if needed.

### Date and time and meetings next year

Commissioners agreed to meet on July 25, 2018 at 7 p.m.

### PUBLIC COMMENTS / COMMISSION COMMENTS

Josh Adams reported that Glenn Chinavare, Utilities Director, suggested moving the ice skating rink to Grove Holman Park.

Commissioners were all in agreement that would be a good idea.

### COMMISSIONER WOODWORTH MADE A MOTION TO ADJOURN AT 7:54 P.M.

MOTION SUPPORTED BY VICE CHAIR SELBIG. ALL AYES, MOTION CARRIED.