

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, DECEMBER 21, 2020
7:30 P.M.**

Virtual Meeting

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF DECEMBER 7, 2020:

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 five (5) minutes duration during the occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. Ordinance Amendment – Chapter 34, Utilities and Services - A. Conduct a public hearing to receive citizen comment regarding the proposed amendment to Chapter 34, Utilities and Services, Article III, Water, Section 34-67, Water service connections, connection charges, of the code of ordinances of the City of Owosso, Michigan to maintain regulatory compliance.
2. Ordinance Amendment – Chapter 34, Utilities and Services - B. Conduct a public hearing to receive citizen comment regarding the proposed amendment to Chapter 34, Utilities and Services, Article III, Water, Sections 34-75 and 34-76 of the code of ordinances of the City of Owosso, Michigan to reflect the installation of new water meter technology.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Proposed Special Assessment Project – Glenwood Avenue. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-02 for Glenwood Avenue from Farr Avenue to the south end for street resurfacing.

2. Flexible Spending Account Terms Adoption. Authorize acceptance of the terms governing the Flexible Spending Accounts available to City employees, with an effective date of January 1, 2021.
3. Purchase Authorization – WACHS Valve Turner. Authorize the purchase of one WACHS Valve Turner & Trailer unit from E.H. WACHS, via National Buy Board – Local Government Purchasing Cooperative Contract No. 597-19, in the amount of \$32,095.14 and further authorize payment to the vendor upon satisfactory delivery of said equipment.
4. Purchase Authorization – Sign Truck. Authorize the purchase of one 2021 Ford F550 cab and chassis, one VERSALIFT unit and utility service body, utilizing State of Michigan contracts #071B7700180 and #071B7700166 respectively, in the amount of \$37,587.00 for the cab and chassis and \$59,602.00 for the lift unit and utility service body, and further authorize payment to vendors upon satisfactory delivery of completed unit.
5. Warrant No. 595. Authorize Warrant No. 595 as follows:

Vendor	Description	Fund	Amount
Gould Law, PC	Professional services- 11/10/20-12/14/20	General	\$10,267.40

ITEMS OF BUSINESS

1. Emergency Action Support Plan Adoption. Consider adoption of the Emergency Action Support Plan for the City of Owosso.
2. Policy Changes – Water and Sewer Connection Charge Policies. Consider changes to the Water and Sewer Connection Charge Policies to update fees and procedures.
3. Policy Changes – Miscellaneous Water Policy and Service Charges. Consider changes to the Miscellaneous Water Policy and Service Charges policy to update fees and procedures.
4. Pay Increase & Minimum Recommended Pay Range – General City Employees. Consider authorizing a 2% pay increase for General City Employees and institute the recommended minimum pay range for seven of said employees according to the MML wage study.
5. OHC/CCM Executive Director Contract. Consider the contract between the City of Owosso and the Historical Commission/Castle City Museums Board governing the duties and responsibilities of the executive director.

COMMUNICATIONS

1. N. Bradley Hissong, Building Official. November 2020 Building Department Report.
2. N. Bradley Hissong Building Official. November 2020 Code Violations Report.
3. N. Bradley Hissong Building Official. November 2020 Inspections Report.
4. Kevin D. Lenkart, Public Safety Director. November 2020 Police Report.
5. Kevin D. Lenkart, Public Safety Director. November 2020 Fire/EMS Report.
6. Owosso Historic District Commission. Minutes of November 18, 2020.
7. Downtown Development Authority/Main Street. Minutes of December 2, 2020.

NEXT MEETING

Monday, January 04, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022

ADJOURNMENT

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

PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING WILL BE A VIRTUAL MEETING

Due to the COVID-19 pandemic, the Owosso City Council will conduct a virtual meeting January 4, 2021, consistent with the Open Meetings Act of the State of Michigan.

**OWOSSO CITY COUNCIL
Monday, January 4, 2021
at 7:30 p.m.**

The public may attend and participate in public comment.

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/82048890748?pwd=Rks5Nlo3V1ZVbUdrYWFOa3hhVVNOZz09>
- **Meeting ID:** 824 3879 0516
- **Password:** 309366
- **One tap mobile**
+13126266799,,82438790516#,,,,,0#,,309366# US (Chicago)
+16465588656,,82438790516#,,,,,0#,,309366# US (New York)
- **Dial by your location**
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington D.C.)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
- **For video instructions visit:**
 - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
 - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
 - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on January 4, 2021 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

WARNING: According to the State Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). Per the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications.

City of Owosso related meetings are being monitored and violations of statutes will be prosecuted.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF DECEMBER 7, 2020
7:30 P.M.
VIRTUAL MEETING**

A moment of silence was held in honor of Pearl Harbor Day.

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER NICHOLAS L. PIDEK

PLEDGE OF ALLEGIANCE: MAYOR CHRISTOPHER T. EVELETH

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Janae L. Fear, Jerome C. Haber, Daniel A. Law, Nicholas L. Pidek, and Robert J. Teich, Jr.

ABSENT: None.

APPROVE AGENDA

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

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

APPROVAL OF THE MINUTES OF ORGANIZATIONAL MEETING OF NOVEMBER 16, 2020

Motion by Councilmember Haber to approve the Minutes of the Organizational Meeting of November 16, 2020 with the following correction to who nominated Councilmember Eveleth for Mayor:

Councilmember ~~Fear~~ **Osika** nominated Councilmember Eveleth for Mayor.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF NOVEMBER 16, 2020

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of November 16, 2020 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

Audit Presentation

A presentation of the annual audit was given by Gabrige & Company CPA Neil Hammerbacher.

The City received a clean opinion.

Master Plan Presentation

CIB Planning Vice President Justin Sprague presented the 2020 Master Plan to Council.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M21, said that West M21 should not be narrowed. He also said he did not like the stationary parade that was part of the Glo Owosso events. He said we can't be scared of COVID.

Mayor Pro-Tem Osika thanked the City Manager for his city manager report, saying she likes the new format. She also gave a shout out to the Parks & Recreation Commission for being good stewards of the millage money they have been given.

Mayor Eveleth thanked all the volunteers that worked on Glo Owosso, saying they did a nice job.

CONSENT AGENDA

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

First Reading & Set Public Hearing – Ordinance Amendment – Chapter 34, Utilities and Services -

A. Conduct first reading and set a public hearing for Monday, December 21, 2020 to receive citizen comment regarding the proposed amendment to Chapter 34, Utilities and Services, Article III, Water, Section 34-67, Water service connections, connection charges, of the code of ordinances of the City of Owosso, Michigan to maintain regulatory compliance as follows:

RESOLUTION NO. 139-2020

SETTING A PUBLIC HEARING FOR THE PROPOSED ORDINANCE AMENDMENT TO SECTION 34-67, WATER SERVICE CONNECTIONS, CONNECTION CHARGES

WHEREAS, the City of Owosso is required by the State of Michigan to replace at least 5% of all public and private property lead and galvanized water service lines over the next 20 years; and

WHEREAS, this new obligation must be incorporated into the code of the City of Owosso which regulates utilities and services; and

WHEREAS, a public hearing is required before any ordinance amendment can be enacted.

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

SECTION 1. AMENDMENT. That Chapter 34, Utilities and Services, Article III, Water, Section 34-67, Water service connections, connection charges, be amended as follows:

Sec. 34-67. - Water service connections, connection charges.

- (a) Application for water service connection(s) shall be made to the public utilities department on forms prescribed and furnished by it. Water service connections and water meters shall be installed, maintained and replaced in accordance with applicable rules and standards of the public utilities

department and applicable plumbing code provisions. The size of the service line and meter, and installation details, are subject to review and approval by the director. **Partial water service line replacements are not permitted under Michigan Department of Environment Great Lakes & Energy (EGLE) Administrative Code R325.11604f(5)(c), except as necessary to address a emergency repair. The replacement of lead or galvanized water service lines from the city owned water main to the private property building premises, shall be accomplished at city expense in accordance with EGLE Administrative Code R325.11604f(5)(c) and R325.11604f(5)(g), except that the responsibility for maintenance, repair, or replacement of the private property water service connection, shall terminate one (1) year after installation.**

- (b) The city shall be responsible for the installation, maintenance and replacement in like size of that portion of the water connection from the water main to and including the curb stop and stop box, or through the water meter pit if the meter is located in a pit in the public right-of-way or water easement.

The property owner or customer shall be responsible for the installation, maintenance and replacement of that portion of the water connection from the curb stop, or meter pit if such meter pit is located in the public right-of-way or water easement, to and within the premises being served., **except during the period of time commencing January 1, 2020 through December 31, 2040 (unless extended by EGLE), whereby the city is mandated under the EGLE Administrative Code R325.11604f(6)(b) to replace all private property water service lines at city expense. The responsibility of the city for maintenance, repair, or replacement of the private property water service connection, shall terminate one (1) year after installation of the new regulatory compliant water service line.**

- (c) Water meters shall generally be supplied by the city. Any water meter provided by the customer shall conform to city standards and specifications, and shall be approved by the director prior to installation or start of service. All meters shall be owned by and under the control of the city. The city shall be responsible for the cost of meter replacement except in the case of a customer requested change in meter size, or damage to the meter attributable to the customer, or agent or tenant of the customer.
- (d) Connection charges for new water service connections, or for an increase in service size or capacity, in effect on the effective date of this ordinance shall remain in effect until changed by resolution of the council, which may thereafter be modified or revised by council resolution. Such connection charges may include: recovery of costs for water system capacity attributable to the new user, recovery of costs for water distribution piping serving the user if not previously assessed, recovery of city costs for the initial installation of the service connection and initial provision of the water meter, and recovery of city costs for increasing the service connection and/or meter size. In addition the connection charge schedule may include permit application and review fees, and inspection fees.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendments to Chapter 34, Utilities and Services, of the Code of the City of Owosso.

SECTION 3. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.

First Reading & Set Public Hearing – Ordinance Amendment – Chapter 34, Utilities and Services -

B. Conduct first reading and set a public hearing for Monday, December 21, 2020 to receive citizen comment regarding the proposed amendment to Chapter 34, Utilities and Services, Article III, Water, Sections 34-75 and 34-76 of the code of ordinances of the City of Owosso, Michigan to reflect the installation of new water meter technology as detailed below:

RESOLUTION NO. 140-2020

SETTING A PUBLIC HEARING FOR
THE PROPOSED ORDINANCE AMENDMENT
TO SECTIONS 34-75 & 34-76 OF THE CODE OF ORDINANCES

WHEREAS, the City of Owosso replaced all of its water meters with meters utilizing new technology; and

WHEREAS, the code of ordinances of the City of Owosso regulating utilities and services must be updated to reflect said new technology; and

WHEREAS, a public hearing is required before any ordinance amendment can be enacted.

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

SECTION 1. AMENDMENT. That Chapter 34, Utilities and Services, Article III, *Water*, Section 34-75, Accuracy required, be amended as follows:

Sec. 34-75. - Accuracy required.

~~A meter shall be considered accurate if, when tested it registers not to exceed five (5) percent more or five (5) percent less than the actual quantity of water passing through it. If a meter registers in excess of five (5) percent more than the actual quantity of water passing through it, it shall be considered "fast" to that extent. If a meter registers in excess of five (5) percent less than the actual quantity of water passing through it, it shall be considered "slow" to that extent.~~ **when audited it registers consumption movement when the water is turned on from the off position at either the meter pit or inside the building plumbing. A meter shall be considered inaccurate if, when audited it registers no consumption movement or negative consumption movement when the water is turned on from the off position at either the meter pit or inside the building plumbing.**

SECTION 2. AMENDMENT. That Chapter 34, Utilities and Services, Article III, *Water*, Section 34-76, Bill adjustment, be amended as follows:

Sec. 34-76. - Bill adjustment.

~~If a meter has been tested at the request of a consumer and shall have been determined to register "fast," the city shall credit the consumer with a sum equal to the percent "fast" multiplied by the amount of all bills incurred by the consumer, within the three (3) months prior to the test, and if a meter so tested is determined to register "slow," the public services department may collect from the consumer a sum equal to the percent "slow" multiplied by the amount of all the bills incurred by the consumer for the prior three (3) months. When the department on its own initiative makes a test of a water meter, it shall be done without cost to the consumer, other than his or her paying the amount due the city for water used by him or her as above provided, if the meter is found to be "slow."~~

If a meter has been audited at the request of a consumer and shall have been determined to register accurately, no charge will be assessed. If a meter so tested at the request of the consumer, is determined to not register water consumed or is registering negative flow, applicable equipment causing the inaccuracies shall be replaced or repaired and the water bill shall be recalculated from historical demand usage from date of known inaccuracies to the date of correction. There shall be no charge to the customer for the audit, repair, or replacement services.

SECTION 3. PUBLIC HEARING. A public hearing is set for Monday, December 21, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendments to Chapter 34, Utilities and Services, of the Code of the City of Owosso.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.

First Reading & Set Public Hearing – Rezoning Request – 210 Monroe Street. Conduct first reading and set a public hearing for Monday, January 4, 2021 to receive citizen comment regarding the proposed rezoning of the parcel located at 210 Monroe Street from I-1, Light Industrial District, to R-2, Two-Family Residential District as shown below:

RESOLUTION NO. 141-2020

**AMEND CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE THE PARCEL AT 210 MONROE STREET
AND AMEND THE ZONING MAP**

WHEREAS, the city council of the city of Owosso received a request from City Manager Nathan Henne for the property identified as 210 Monroe Street, parcel number 050-652-001-004-00 to rezone the parcel from I-1, Light Industrial to R-2, Two-Family Residential District; and

WHEREAS, the planning commission subsequently published the request and mailed notices of the request to surrounding property owners, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of 210 Monroe Street as requested; and

WHEREAS, the item must now be considered by the city council and a public hearing by the council is required before any such ordinance amendment can be acted upon.

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

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, Zoning, Sec. 38-27, *Zoning Districts and Map*, reflect the following change, to be noted on the official map and filed with the city clerk:

Parcel Address	Current Zoning	Amended Zoning
210 Monroe Street	I-1, Light Industrial	R-2, Two Family Residential District
Parcel Number: 050-652-001-004-00		
LOTS 9, 10, 13, BLK 1, ALL OF BLK. 2 INCLUDING CLOSED ALLEY, PT OF CLOSED S. PARK ST. AL WILLIAMS 2 ND ADD.		

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, January 4, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

SECTION 4. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

Set Public Hearing – PUD Site Plan Review. Set a public hearing for Monday, January 4, 2021 to receive citizen comment regarding the proposed PUD Site Plan for North Washington Street, parcel 050-535-000-001-00 as follows:

RESOLUTION NO. 142-2020

**SET A PUBLIC HEARING TO HEAR CITIZEN COMMENT AND REVIEW OF THE
PLANNED UNIT DEVELOPMENT (PUD) OVERLAY SITE PLAN REVIEW FOR THE
PARCEL ON THE SW CORNER OF N. WASHINGTON & WESLEY STREETS**

WHEREAS, the city council of the city of Owosso received a Site Plan Review from Bailey Park Homes, L3C, developer of the real property identified as N. Washington Street, parcel number 050-535-000-001-00 to develop the Washington Park Smart Homes consisting of 14 new homes; and

WHEREAS, the City of Owosso Zoning Ordinance Chapter 38 Article XVII, Section 390 (7) a. 4. And b. requires Public Hearings for Planned Unit Developments for both the Planning Commission and City Council; and

WHEREAS, the city staff and planning commission recommend, with conditions, the approval of the Planned Unit Development (PUD) Overlay Site Plan Review of N. Washington Street as applied; and

WHEREAS, the item must now be considered by the city council and a public hearing by the council is required before any such final approval can be acted upon.

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

**SECTION 1. PLANNED UNIT DEVELOPMENT (PUD) OVERLAY SITE PLAN REVIEW FOR THE
FOLLOWING:**

Parcel Address	Zoning	Parcel number
N. Washington Street	RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay	050-535-000-001-00
Legal Description: COM 358' N & 33' W OF INTER S LN SEC 12 & C/L N WASH ST TH W 231' N 6' W 133.7' N 279' E 364.21' S 284' TO POB PART OF SE 1/4 SE 1/4 SEC 12 T7N R2E		

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, January 4, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the site plan review.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the site plan review.

SECTION 4. AVAILABILITY. This site plan review may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 5. EFFECTIVE DATE. This site plan review shall become effective immediately after passage.

2021 Schedule of Meetings. Adopt the 2021 Boards and Commission Meeting Schedule as follows:

**CITY OF OWOSSO
SCHEDULE OF REGULAR MEETINGS
FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2021**

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Act 267, Public Acts of 1976, of the schedule of Regular Meetings of the City of Owosso, County of Shiawassee, State of Michigan for the calendar year beginning January 1, 2021. The Board, dates, time and place of said regular meetings shall be as follows:

CITY COUNCIL					
The 1 st and 3 rd Monday of each month, except as noted – 7:30 p.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 04	MAR 01	MAY 03	JUL 06*	SEP 07*	NOV 01
JAN 19*	MAR 15	MAY 17	JUL 19	SEP 20	NOV 15
FEB 01	APR 05	JUN 07	AUG 02	OCT 04	DEC 06
FEB 16*	APR 19	JUN 21	AUG 16	OCT 18	DEC 20
DOWNTOWN DEVELOPMENT AUTHORITY / OWOSSO MAIN STREET			DOWNTOWN HISTORIC DISTRICT COMMISSION		
The 1 st Wednesday of each month, except as noted – 7:30 a.m., local prevailing time			The 3 rd Wednesday of each month - 6:00 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso City Hall, Conference Room		
JAN 06	MAY 05	SEP 01	JAN 20	MAY 19	SEP 15
FEB 03	JUN 02	OCT 06	FEB 17	JUN 16	OCT 20
MAR 03	JUL 07	NOV 03	MAR 17	JUL 21	NOV 17
APR 07	AUG 04	DEC 01	APR 21	AUG 18	DEC 15
OWOSSO HISTORICAL COMMISSION			PARKS & RECREATION COMMISSION		
The 2 nd Monday of each month, except as noted – 6:00 p.m., local prevailing time			The 4th Wednesday of each month, except as noted – 7:00 p.m., local prevailing time		
Curwood Castle, 226 Curwood Castle Drive			Owosso City Hall, Council Chambers		
JAN 11	MAY 10	SEP 13	JAN 27	MAY 26	SEP 22
FEB 08	JUN 14	OCT 12*	FEB 24	JUN 23	OCT 27
MAR 08	JUL 12	NOV 08	MAR 24	JUL 28	NOV 24
APR 12	AUG 09	DEC 13	APR 28	AUG 25	DEC 08*
PLANNING COMMISSION			WWTP Review Board		
The 4 th Monday of each month, except as noted – 6:30 p.m., local prevailing time			The 4 th Tuesday of each month, 4:30 p.m., local prevailing time		
Owosso City Hall, Council Chambers			Owosso Wastewater Plant, Administration Building 1410 Chippewa Trail, Owosso		
JAN 25	MAY 24	SEP 27	JAN 26	MAY 25	SEP 28
FEB 22	JUN 28	OCT 25	FEB 23	JUN 22	OCT 26
MAR 22	JUL 26	NOV 22	MAR 23	JUL 27	NOV 23
APR 26	AUG 23	DEC 13*	APR 27	AUG 24	DEC 28
ZONING BOARD OF APPEALS			* = Rescheduled due to legal holiday on regular meeting date or other scheduling conflict		
The 3 rd Tuesday of each month, except as noted – 9:30 a.m., local prevailing time					
Owosso City Hall, Council Chambers					
JAN 19	MAY 18	SEP 21			
FEB 16	JUN 15	OCT 19			
MAR 16	JUL 20	NOV 16			
APR 20	AUG 17	DEC 21			

Christmas for Kids Drive Thru Event Permission. Approve request from Salem Evangelical Lutheran Church for the closure of select spaces in the parking lot at Williams and Park Streets (Lot #1) on Saturday, December 19, 2020 from 10:00 a.m. until 6:00 p.m. for the Christmas for Kids drive thru event and further approve Traffic Control Order No. 1441 formalizing the request.

Contract Extension — IT/Network Engineering Services. Authorize extension of the contract with Logicalis, Inc. for the provision of network administrator services for the 2021 calendar year in an amount not to exceed \$90,000.00, and further authorize payment to the vendor for services rendered up to the contract amount as follows:

RESOLUTION NO. 143-2020

ADOPTING THE LOGICALIS, INC. STAFFING STATEMENT OF WORK (SOW) FOR JEFF KISH

WHEREAS, the city of Owosso, a Michigan municipal corporation, utilizes a sophisticated network of computers to facilitate day-to-day operations; and

WHEREAS, said network requires the services of a skilled professional to continue to function properly; and

WHEREAS, the city contracts with Logicalis, Inc. for the provision of network administrator services; and

WHEREAS, the city council must adopt a resolution authorizing the terms of the contract for the calendar year effective January 1, 2021 through December 31, 2021.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to continue the contract with Logicalis, Inc. for network administrator services for the year beginning January 1, 2021.
- SECOND: The mayor is instructed and authorized to sign the document substantially in form attached as Staffing SOW between the City of Owosso and Logicalis, Inc.
- THIRD: The accounts payable department is authorized to pay Logicalis, Inc. for work satisfactorily performed in an amount not to exceed \$90,000.00.
- FOURTH: The above expenses shall be paid from Account No. 101-258-818000.
- FIFTH: All prior resolutions and documents for the *Logicalis Network Administrator Services and/or Staffing SOW* are rescinded as of January 1, 2021.

Purchase Authorization – Dump Truck. Waive competitive bidding requirements, authorize the purchase of one Ford 4 x 2 cab and chassis from Signature Ford of Owosso in the amount of \$37,053.00 via State of Michigan Contract No. 071B7700180, authorize the purchase and installation of one dump body from Truck & Trailer Specialties, Inc. in the amount of \$22,905.00 via State of Michigan Contract No. 071B770086, and further authorize payment to the vendors upon satisfactory delivery of said equipment as detailed below:

RESOLUTION NO. 144-2020

**AUTHORIZING PURCHASE AGREEMENT TO SIGNATURE FORD OF OWOSSO, MICHIGAN
AND TRUCK & TRAILER SPECIALTIES OF HOWELL, MICHIGAN
TO PROCURE A FORD F550 1.5 TON CAB & CHASSIS AND A 4.4 CUBIC YARD DUMP BODY FOR
USE IN THE FLEET MOTOR POOL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a 1.5 ton Cab & Chassis to be used for light and medium duty capacity hauling and equipment towing, and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a 4.4 cubic yard Dump Body for attachment to the F550 Cab & Chassis truck, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment on the State of Michigan MiDeal Contract as priced by Signature Ford and Truck & Trailer Specialties, and recommends authorizing purchase agreements between the city of Owosso and Signature Ford of Owosso, Michigan and Truck & Trailer Specialties of Howell, Michigan on the current State of Michigan MiDeal Contracts.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Signature Ford of Owosso, Michigan for the purchase of a Ford F550 1.5 ton Cab & Chassis on State of Michigan MiDeal Contract #071B7700180 for use in the Fleet Motor Pool, in the amount of \$37,053.00.
- SECOND: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Truck & Trailer Specialties of Howell, Michigan for the purchase of a 4.4 cubic yard Dump Body on State of Michigan MiDeal Contract #071B7700086, for use in the Fleet Motor Pool, in the amount of \$22,905.00.
- THIRD: The accounts payable department is authorized to submit payment to Truck & Trailer Specialties in the amount of \$22,905.00, and expense from account 661-901-979.000
- FOURTH: The accounts payable department is authorized to submit payment to Signature Ford in the amount of \$37,053.00, and expense from account 661-901-979.000.

Purchase Authorization – Tandem Dump Truck. Waive competitive bidding requirements, authorize the purchase of one Freightliner 114SD tandem cab and chassis from D. & K. Truck Company in the amount of \$104,556.00 via State of Michigan Contract No. 071B6600119, authorize the purchase and installation of one 13 ft. dump body from Truck & Trailer Specialties, Inc. in the amount of \$82,689.00.00 via State of Michigan Contract No. 200000000034, and further authorize payment to the vendors upon satisfactory delivery of said equipment as follows:

RESOLUTION NO. 145-2020

**AUTHORIZING PURCHASE AGREEMENT TO D & K TRUCK OF LANSING, MICHIGAN
AND TRUCK & TRAILER SPECIALTIES OF HOWELL, MICHIGAN TO PROCURE A TANDEM TRUCK
CAB & CHASSIS AND DUMP BODY FOR USE IN THE FLEET MOTOR POOL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a 10-yard Tandem Truck Cab & Chassis to be used for large capacity hauling and snow plowing, and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a 10-yard Dump Body for attachment to the Tandem Cab & Chassis Tandem Truck, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment on the State of Michigan MiDeal Contract as priced by D & K Truck and Truck & Trailer Specialties, and recommends authorizing purchase agreements between the city of Owosso and D & K Truck and Truck & Trailer Specialties on the current State of Michigan MiDeal Contract.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with D & K Truck of Lansing, Michigan for the purchase of a Tandem Cab & Chassis on State of Michigan MiDeal Contract #071B6600119 for use in the Fleet Motor Pool, in the amount of \$104,556.00.
- SECOND: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Truck & Trailer Specialties of Howell, Michigan for the purchase of a 10-yard Dump Body on State of Michigan MiDeal Contract #200000000034, for use in the Fleet Motor Pool, in the amount of \$82,689.00.
- THIRD: The accounts payable department is authorized to submit payment to Truck & Trailer Specialties in the amount of \$82,689.00, and expense from account 661-901-979.000
- FOURTH: The accounts payable department is authorized to submit payment to D & K Truck in the amount of \$104,556.00, and expense from account 661-901-979.000.

Warrant No. 594. Authorize Warrant No. 594 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance-3rd of 3 installments for FY 20/21	Various	\$64,067.75

Check Register – November 2020. Affirm check disbursements totaling \$1,100,866.31 for November 2020.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Law, Haber, Mayor Pro-Tem Osika, Councilmembers Teich, Pidek, Fear, and Mayor Eveleth.

NAYS: None.

ITEMS OF BUSINESS

Designated Assessor

Motion by Councilmember Pidek to authorize the following resolution approving a county-wide designated assessor to serve in the stead of the City Assessor should he/she receive a failing score on the AMAR:

RESOLUTION NO. 146-2020

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT FOR SHIAWASSEE COUNTY DESIGNATED ASSESSOR

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required under Public Act 260 of 2018 to sign an interlocal agreement to appoint a designated assessor with Shiawassee County; and

WHEREAS, the City of Owosso has been notified by the County of PSA 260 and its requirements; and

WHEREAS, the County recommends that the Designated Assessor for Shiawassee County for purposes of this interlocal agreement be Sarah Payton of the County Equalization Office.

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 join other Shiawassee County local governments in signing this interlocal agreement naming Sarah Payton as the County's Designated Assessor.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Interlocal Agreement for County Designated Assessor between the City of Owosso, Michigan and Shiawassee County.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: Mayor Pro-Tem Osika, Councilmembers Teich, Fear Law, Pidek, Haber, and Mayor Eveleth.

NAYS: None.

DDA/OMS Executive Director Memorandum of Understanding

City Manager Nathan R. Henne briefly detailed the duties that were changed. The cost will remain the same.

Councilmember Pidek commended Josh Adams for his work saying he had worked with other communities in the course of his business and we have a really great DDA Director that is a true asset to the community.

There was a questions as to who conducts the Director's performance review. It was noted the DDA/OMS Board conducts his performance review.

Motion by Councilmember Pidek to authorize the memorandum of understanding between the City of Owosso and the Downtown Development Authority/Owosso Main Street governing the duties and responsibilities of the executive director as detailed below:

RESOLUTION NO. 147-2020

**RESOLUTION AUTHORIZING APPROVAL OF
OMS/DDA MEMORANDUM OF UNDERSTANDING WITH THE CITY
FOR EXECUTIVE DIRECTOR DUTIES AND
COST SHARE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to continue the partnership with the Owosso OMS/DDA for certain services; and

WHEREAS, the City of Owosso and the Owosso OMS/DDA have revised the original Memorandum of Understanding dated July 2017 to include an updated list of responsibilities for the DDA Director to address on behalf of the City; and

WHEREAS, this is a budgeted item from the General Fund.

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 approve the memorandum of understanding between the OMS/DDA and the City for administrative services related to economic development for a cost to the City of Owosso of \$24,580 for one year.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Joint Memorandum of Understanding between the City of Owosso, Michigan and Owosso OMS/DDA up to the amount of \$24,580.

THIRD: The above expenses shall be paid from the General Fund.

Motion supported by Councilmember Haber.

Roll Call Vote.

AYES: Councilmembers Pidek, Law, Teich, Mayor Pro-Tem Osika, Councilmembers Haber, Fear, and Mayor Eveleth.

NAYS: None.

Master Plan Distribution

Motion by Councilmember Pidek to authorize distribution of the proposed 2020 Master Plan to public utilities, neighboring municipalities, and other planning agencies and make the plan available to the general public for a minimum 63-day comment period as follows:

RESOLUTION NO. 148-2020

SUBMISSION OF MASTER PLAN SEPTEMBER 2020 TO CITY COUNCIL

WHEREAS, in 2019 the Planning Commission began working to draft a new Master Plan; and

WHEREAS, the plan was developed using input received from CIB Planning and the Smith Group; and

WHEREAS, in 2020 the Planning Commission reviewed the draft, recommended revisions and conducted an online survey; and

WHEREAS, on November 23, 2020 the Planning Commission determined the plan was to be submitted for City Council to review the plan as required under the Planning Enabling Act; and

WHEREAS, the Master Plan was submitted to City Council for their review on December 7, 2020; and

WHEREAS, the process of adopting a Master Plan shall not proceed further unless the City Council approves the plan and authorizes the 63-day period of public distribution; and

WHEREAS, City Council has the right to adopt a resolution asserting their right to have final approval of the Master Plan; and

NOW THEREFORE BE IT RESOLVED the City of Owosso, City Council hereby approves and authorizes distribution of the Master Plan for the 63-day period of public review and comment; and

BE IT FURTHER RESOLVED that City Council asserts their right to have final review and adoption of the Master Plan.

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

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Fear, Haber, Law, Pidek, Teich, Mayor Pro-Tem Osika, and Mayor Eveleth.

NAYS: None.

Audit Acceptance

Motion by Mayor Pro-Tem Osika authorizing the following resolution accepting and placing on file the City of Owosso Financial Report for the Fiscal Year Ended June 30, 2020:

RESOLUTION NO. 149-2020

RESOLUTION ACCEPTING AND PLACING ON FILE THE CITY OF OWOSSO, MICHIGAN FINANCIAL REPORT WITH ADDITIONAL INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2020

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

WHEREAS, the city of Owosso employed Gabridge and Company PLC, certified public accountants, to audit the financial records of the city of Owosso and such audit has been completed and is presented this date to the city council.

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

FIRST: The City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2020, attached hereto and made a part hereof as Exhibit A, is hereby accepted and placed on file.

SECOND: A copy of the City of Owosso, Michigan Financial Report with Additional Information for the Fiscal Year Ended June 30, 2020 will be maintained on file in the office of the city clerk for public examination, a copy will be placed in the Shiawassee District Library Owosso Branch for public examination, and copies will be sent to those required by law and agreement.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Haber, Teich, Fear, Law, Mayor Pro-Tem Osika, Councilmember Pidek, and Mayor Eveleth.

NAYS: None.

State of Emergency Reaffirmation

Mayor Eveleth indicated the State of Emergency would only affect the City of Owosso and is being proposed more as a precaution so that the Council can continue meeting virtually in 2021 should the need arise.

Motion by Councilmember Fear to reaffirm the local state of emergency declaration dated March 17, 2020 due to the continuing COVID-19 pandemic and acknowledge that all City board and commissions meetings will be held virtually until such time as the state of emergency is ended or it expires as follows:

RESOLUTION NO. 150-2020

RESOLUTION REAFFIRMING LOCAL DECLARATION OF EMERGENCY FOR COVID-19 (CORONA VIRUS)

WHEREAS Shiawassee County is experiencing a COVID 19 Coronavirus pandemic endangering the health and safety of the citizens of the County, including the citizens of the City of Owosso, and;

WHEREAS the Governor of the State of Michigan has declared a state of emergency in the entire State of Michigan due to the said pandemic, and;

WHEREAS Mayor Christopher T. Eveleth declared a local state of emergency in response to COVID-19 on March 17, 2020 under PA 390 of 1976; and

WHEREAS the recent amendments to the Michigan Open Meetings act authorizes meetings of a public body to be held, in whole or in part, electronically by telephone or video conferencing, in the event of a local state of emergency.

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

FIRST: The City of Owosso has determined that it is advisable, necessary and in the public interest to reaffirm Mayor Eveleth's declaration of emergency dated March 17, 2020;

SECOND: The City of Owosso does hereby declare a local state of emergency to be existing in the city from this date and continuing until December 31, 2021, unless cancelled earlier, for the purpose of permitting electronic meetings of the Owosso City Council in accordance with the Michigan Open Meetings Act.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: Councilmember Haber, Mayor Pro-Tem Osika, Councilmembers Teich, Fear, Law, Pidek, and Mayor Eveleth.

NAYS: None.

Water& Sewer Rate Proposal

City Manager Henne gave a PowerPoint presentation detailing the reasoning behind the proposed increase. He said the City continues to look for grant funding to assist with lead and galvanized water service line replacements.

The Council briefly recessed from 9:27 p.m. until 9:34 p.m.

There was discussion regarding how much the rates would need to rise in order to pay for all of the repairs and replacements proposed in the next 4 years, how committed we are to those plans, paying cash for some repairs to lessen interest costs, looking at higher rates to potentially raise cash, and what options are available to pay for the planned projects. Staff indicated that a mix of debt and cash would be required to fund the proposed projects and that there are various low interest debt options available to the City as well as potential grant funding.

Councilmember Teich asked that Council be kept apprised of funding opportunities going forward.

Looking to get a better image of the bigger picture Councilmember Pidek inquired how much the rates would need to be to pay for all of the proposed projects in cash. Staff was asked to look into developing numbers for a worst case scenario.

Motion by Councilmember Teich authorizing the following resolution adopting water and sewer rates beginning December 18, 2020:

RESOLUTION NO. 151-2020

WATER AND SEWER RATE SCHEDULE FOR THE CITY BEGINNING FIRST QUARTER JANUARY 2021

"Pursuant to Sections 34-248. Water Rates, and 34-249. Sewer Rates, of Article V, of Chapter 34, of the Owosso City Code, the City Council does hereby resolve that the revised rate schedule for water and sewer service shall be in effect for the City beginning December 18, 2020 and continuing thereafter until modified or replaced by further Council action. Bills issued with a nominal ending bill date of December 17, 2020 shall be billed under the previous rate schedule. All previous resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed following the effective date of this schedule."

I. QUARTERLY WATER AND SEWER RATES

In-town quarterly water service charges consist of: a demand charge based on water meter size (see table below), a capital charge dedicated for water main replacement, and a metered usage

charge. One meter unit is equal to 100 cubic feet of water or about 750 gallons. Rates for retail out-of-town water service are double the in-town rate, except that the capital charge does not apply to out-of-town customers where the respective Township separately finances water main replacement. Twenty five percent of the out-of-town revenue is collected for and transferred to the respective Township for use in replacing and improving their water distribution system.

Quarterly sewer charges consist of a demand charge based on the water meter size (see table below) and a sewer usage charge based on metered water consumption. The City has no retail out-of-town sewer service.

Bills are issued on a quarterly basis and, if not paid by the due date as shown on the billing, a late payment charge of ten percent (10%) of the current amount due may be added for failure to make prompt payment.

QUARTERLY WATER SERVICE CHARGE:

In-town: In-town Water Usage Charge of **\$2.50** per meter unit plus In-town Water Demand Charge plus Capital Charge from Table below.

Out-of-town: Out-of-town Water Usage Charge of **\$5.00** per meter unit plus Out-of-town Water Demand Charge from Table below.

QUARTERLY SEWER SERVICE CHARGE:

Sewer Usage Charge of **\$3.05** per unit plus Sewer Demand Charge from Table below.

For residential customers without metered water service, the quarterly sewer charge shall be **\$108.20** per residential unit.

QUARTERLY DEMAND CHARGE TABLES

A. Potable Water & Sewer Service

Water Meter Size	Water Demand	Water CAPITAL	Sewer Demand	Combined In-Town	Water Only (Out-of-town)
5/8"	\$39.00	\$ 25.00	\$ 35.00	\$ 99.00	\$ 78.00
3/4"	58.50	37.50	52.50	148.50	117.00
1"	97.50	62.50	87.50	247.50	195.00
1.5"	195.00	125.00	175.00	495.00	390.00
2"	312.00	200.00	280.00	792.00	624.00
3"	585.00	375.00	525.00	1,485.00	1,170.00
4"	975.00	625.00	875.00	2,475.00	1,950.00
6"	1,950.00	1,250.00	1,750.00	4,950.00	3,900.00

For a residential user with a second 5/8" meter on a single service line for water only irrigation service, the user shall be charged a single water demand and capital charge for a 5/8" meter as a separate/additional metered service on a year round basis.

The demand charge for multiple residential units served by a single water meter shall be based on actual meter size provided the meter meets the minimum size requirement per the following table:

<u>Number of Apartments</u>	<u>Minimum Meter Size</u>
1 - 3	5/8"
4 - 7	3/4"
8 - 11	1"
12 - 15	1.5"
16 - 24	2"
24 - 48	3"
Over 48	4"

B. Fire Protection Service

<u>Sprinkler Service</u>	<u>Quarterly Water Charge</u>		
<u>Riser Size</u>	<u>In-Town</u>		<u>Out-of-Town</u>
	<u>DEMAND</u>	<u>CAPITAL</u>	<u>DEMAND</u>
3 inch	\$ 39.00	\$ 25.00	\$ 78.00
4 inch	\$ 58.50	\$ 37.50	\$ 117.00
6 inch	\$ 97.50	\$ 62.50	\$ 195.00
8 inch	\$ 195.00	\$ 125.00	\$ 390.00
10 inch	\$ 312.00	\$ 200.00	\$ 624.00

II. HYDRANT RENTAL CHARGES

Hydrants located outside the City of Owosso and private hydrants maintained by the City of Owosso shall be subject to an annual hydrant rental charge of \$165.00.

III. BULK WATER CHARGES

For users with an active city water service connection, bulk water delivered by the city from hydrants or other approved outlets for such purposes as pool filling, shall be charged at the standard metered usage rate given in Section I. above along with actual labor and equipment costs with a minimum charge of \$50.00.

Other bulk water sales, such as filling tank trucks, shall be charged at the rate of \$10.00 per thousand gallons with a \$50.00 minimum charge, which includes up to 5,000 gallons, if during the normal workday at an established city delivery point. After hours bulk water sales and/or sales at other than established city delivery points, shall be charged at the rate of \$10.00 per thousand gallons plus actual labor and equipment costs.

For customers who do not prepay a \$10 service charge shall apply for invoicing.

(Note: These charges do not apply to water supplied for firefighting).

IV. INCREMENTAL WATER AND SEWER USAGE CHARGES FOR BILLING
ADJUSTMENTS RELATED TO PLUMBING LEAKS

The incremental water and sewer usage charges shall be 50% of the normal usage charge. These incremental usage rates are for the purpose of making adjustments to significantly high bills attributable to plumbing leaks and may be applied in accordance with Guidelines separately approved by the Owosso City Council.

V. EXTRA STRENGTH WASTEWATER SURCHARGES

Extra strength wastewater surcharges shall apply to those users of the City wastewater treatment system approved for the discharge of extra strength wastewater in accordance with Section 34-170. of the Owosso City Code. The surcharge rate shall be applied to loadings in excess of the base or normal strength loading.

EXTRA STRENGTH WASTEWATER SURCHARGE SCHEDULE

<u>PARAMETER</u>	<u>BASE</u>	<u>SURCHARGE</u>
BOD-5	220 MG/L	\$0.11/pound in excess of base
TSS	300 MG/L	\$0.17/pound in excess of base
TP	10 MG/L	\$1.50/pound in excess of base
NH3-N	20 MG/L	\$0.80/pound in excess of base

(Note: BOD-5 = Biochemical Oxygen Demand; TSS = Total Suspended Solids; TP = Total Phosphorous; NH3-N = Ammonia Nitrogen; MG/L = Milligrams per Liter)."

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Teich, Pidek, Fear, Mayor Pro-Tem Osika, Councilmembers Haber, Law, and Mayor Eveleth.

NAYS: None.

COMMUNICATIONS

Nathan Henne, City Manager. December 2020 Report.

Steven Flayer, Historical Commission. Letter of resignation.

Theresa Trecha, DDA/OMS Board. Letter of resignation.

Cheryl A. Grice, Finance Director. Revenue & Expenditure Report – October 2020.

Downtown Development Authority/Main Street. Minutes of August 11, 2020.

Downtown Historic District Commission. Minutes of September 17, 2020.

Downtown Historic District Commission. Minutes of October 28, 2020.

Downtown Development Authority/Main Street. Minutes of November 4, 2020.

Owosso Historical Commission. Minutes of November 9, 2020.

Planning Commission. Minutes of November 23, 2020.

NEXT MEETING

Monday, December 21, 2020

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020

Building Board of Appeals – Alternate - term expires June 30, 2022

Building Board of Appeals – Alternate - term expires June 30, 2021

Brownfield Redevelopment Authority – term expires June 30, 2022

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 9:59 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



301 W MAIN ST • OWOSSO, MI 48867-2958 • 989-725-0555 • FAX 989-723-8854

DATE: December 14, 2020
TO: City Council
FROM: Glenn M. Chinavare, Director of Public Services & Utilities
SUBJECT: Proposed Revision of Water Use Ordinance 34-67 Water Service Connections

RECOMMENDATION:

Conduct first reading and set a public hearing for revised Water Use Ordinance Article III Section 34-67(a) & (b) to meet regulatory compliance.

BACKGROUND:

Statutory requirements under the Michigan Safe Drinking Water Act, 1976 PA 399, and the revised lead and copper rules as promulgated within the Michigan Department of Energy Great Lakes & Energy (EGLE) Administrative Code R 325.11604, require Michigan municipalities to replace private property water service lines that are constructed of non-compliant lead or galvanized metal containing lead. Commencing January 1, 2021 most Michigan municipalities including Owosso, are mandated to replace 5% to 7% of their public and private property lead and galvanized water service lines over the next 20 years at no expense to the property owner.

The city of Owosso began replacing private property water service lines during 2018 and 2019 from a State of Michigan Pilot Grant. This Grant laid the foundation for development of an Asset Management Plan and Distribution System Material Inventory (DSMI), subsequently submitted to EGLE on December 20, 2019 in compliance with Administrative Rule R 325.10604(c)(i). This DSMI is the 20 year replacement planning document staff will need to manage and report on until all non-compliant water service lines are removed. Additional private property water service lines were replaced during 2020 as related to street and water main construction, as well as several locations having high lead sampling test results.

Approximately 220 city addresses will be targeted for replacement in 2021, thus beginning the 20 year replacement program. This represents 5% of the suspected non-compliant locations within the city. These replacements will occur as result of a competitive bidding contract specifying locations, as well as other customer requests for planned home renovations and/or water flow and pressure issues that may surface. Once a private property water service line is replaced, the city will honor and warranty installation workmanship for one (1) year only. Subsequent to the warranty expiration, the property owner will then resume full ownership and responsibility for maintenance and replacement. As city staffs continue to investigate and verify suspected non-compliant addresses, these projected numbers for the 20 year replacement program may significantly reduce.

Attached are resolutions proposing ordinance revisions for compliance with EGLE administrative rules, and to provide staff with the authority to enforce the same. Council will need to set a public hearing for Monday, December 21, 2020 to receive citizen comment regarding the proposed changes.

FISCAL IMPACTS:

None

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

Attachment: (1) Resolution & (2) Water Use Ordinance Section 34-67(a) & (b)

ORDINANCE NO.

**ORDINANCE AMENDMENT
TO SECTION 34-67, *WATER SERVICE CONNECTIONS, CONNECTION CHARGES***

WHEREAS, the City of Owosso is required by the State of Michigan to replace at least 5% of all public and private property lead and galvanized water service lines over the next 20 years; and

WHEREAS, this new obligation must be incorporated into the code of the City of Owosso which regulates utilities and services; and

WHEREAS, the City Council held a public hearing on the request December 21, 2020, heard all interested persons, and deliberated on the request; and

WHEREAS, the City Council finds the proposed changes to be prudent.

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

SECTION 1. AMENDMENT. That Chapter 34, Utilities and Services, Article III, *Water*, Section 34-67, Water service connections, connection charges, be amended as follows:

Sec. 34-67. - Water service connections, connection charges.

- (a) Application for water service connection(s) shall be made to the public utilities department on forms prescribed and furnished by it. Water service connections and water meters shall be installed, maintained and replaced in accordance with applicable rules and standards of the public utilities department and applicable plumbing code provisions. The size of the service line and meter, and installation details, are subject to review and approval by the director. Partial water service line replacements are not permitted under Michigan Department of Environment Great Lakes & Energy (EGLE) Administrative Code R325.11604f(5)(c), except as necessary to address a emergency repair. The replacement of lead or galvanized water service lines from the city owned water main to the private property building premises, shall be accomplished at city expense in accordance with EGLE Administrative Code R325.11604f(5)(c) and R325.11604f(5)(g), except that the responsibility for maintenance, repair, or replacement of the private property water service connection, shall terminate one (1) year after installation.
- (b) The city shall be responsible for the installation, maintenance and replacement in like size of that portion of the water connection from the water main to and including the curb stop and stop box, or through the water meter pit if the meter is located in a pit in the public right-of-way or water easement.

The property owner or customer shall be responsible for the installation, maintenance and replacement of that portion of the water connection from the curb stop, or meter pit if such meter pit is located in the public right-of-way or water easement, to and within the premises being served., except during the period of time commencing January 1, 2020 through December 31, 2040 (unless extended by EGLE), whereby the city is mandated under the EGLE Administrative Code R325.11604f(6)(b) to replace all private property water service lines at city expense. The responsibility of the city for maintenance, repair, or replacement of the private property water service connection, shall terminate one (1) year after installation of the new regulatory compliant water service line.
- (c) Water meters shall generally be supplied by the city. Any water meter provided by the customer shall conform to city standards and specifications, and shall be approved by the director prior to installation or start of service. All meters shall be owned by and under the control of the city. The city shall be responsible for the cost of meter replacement except in the case of a customer requested

change in meter size, or damage to the meter attributable to the customer, or agent or tenant of the customer.

- (d) Connection charges for new water service connections, or for an increase in service size or capacity, in effect on the effective date of this ordinance shall remain in effect until changed by resolution of the council, which may thereafter be modified or revised by council resolution. Such connection charges may include: recovery of costs for water system capacity attributable to the new user, recovery of costs for water distribution piping serving the user if not previously assessed, recovery of city costs for the initial installation of the service connection and initial provision of the water meter, and recovery of city costs for increasing the service connection and/or meter size. In addition the connection charge schedule may include permit application and review fees, and inspection fees.

SECTION 2. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective January 11, 2021.



301 W MAIN ST • OWOSSO, MI 48867-2958 • 989-725-0555 • FAX 989-723-8854

DATE: December 14, 2020

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Proposed Revision of Water Use Ordinances 34-75 and 34-76

RECOMMENDATION:

Conduct first reading and set a public hearing for revised Water Use Ordinance Article III Sections 34-75 and 34-76 to reflect the installation of new water meter technology.

BACKGROUND:

From June of 2017 through October of 2019, the city of Owosso replaced all water meters with new technology Badger Ultrasonic meters having no moving parts. These meters require no maintenance and record usage every few seconds. This usage data is then forwarded to the Water Billing Office on demand via a milliamp signal polled from one of five (5) relay towers within the city. Older style water meters replaced were of numerous make, model, and age. These meters were repairable by replacement of moving parts within the casing, which could then be placed on a test bench to verify recording accuracy after repair. Some newer model meters could also be repaired by simply replacing the magnetically driven register head from the meter casing.

Repair and/or rebuilding of water meters and bench testing for accuracy is no longer performed, which is reflected in the existing ordinance 34-75. The new Badger Ultrasonic will either cease to record usage data or record negative readings. Negative readings can only occur when the meter is installed backwards. A no read can only occur as result of an electrical interference or a dead battery, which are both easily detected and readily corrected. Water meters themselves, whether older style or newer technology units, do not over register usage. Older style meters with mechanical moving parts gradually under register usage through the passage of time, which is why municipalities ran meters through an eight (8) year repair and test cycle, or just replaced all meters about every 18 to 25 years when register accuracy was below 92%. Many of the early 2010 style E-coder meters had electronic touch pads attached to the exterior of the house, which when bumped could jump readings forward. These are no longer used.

This proposed language revisions coincide with the Water Billing Policy and the fixed network operating system AclaraOne, in recording billable water usage as integrated with the BS&A billing software.

Council will need to set a public hearing for Monday, December 21, 2020 to receive citizen comment regarding the proposed changes.

FISCAL IMPACTS:

None

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

Attachments: (1) Resolution
(2) Water Use Ordinance Sections 34-75 & 34-76

ORDINANCE NO.
AN ORDINANCE AMENDMENT
TO SECTIONS 34-75 & 34-76 OF THE CODE OF ORDINANCES

WHEREAS, the City of Owosso replaced all of its water meters with meters utilizing new technology; and

WHEREAS, the code of ordinances of the City of Owosso regulating utilities and services must be updated to reflect said new technology; and

WHEREAS, the City Council held a public hearing on the request December 21, 2020, heard all interested persons, and deliberated on the request; and

WHEREAS, the City Council finds the proposed changes to be prudent.

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

SECTION 1. AMENDMENT. That Chapter 34, Utilities and Services, Article III, *Water*, Section 34-75, Accuracy required, be amended as follows:

Sec. 34-75. - Accuracy required.

A meter shall be considered accurate if, when audited it registers consumption movement when the water is turned on from the off position at either the meter pit or inside the building plumbing. A meter shall be considered inaccurate if, when audited it registers no consumption movement or negative consumption movement when the water is turned on from the off position at either the meter pit or inside the building plumbing.

SECTION 2. AMENDMENT. That Chapter 34, Utilities and Services, Article III, *Water*, Section 34-76, Bill adjustment, be amended as follows:

Sec. 34-76. - Bill adjustment.

If a meter has been audited at the request of a consumer and shall have been determined to register accurately, no charge will be assessed. If a meter so tested at the request of the consumer, is determined to not register water consumed or is registering negative flow, applicable equipment causing the inaccuracies shall be replaced or repaired and the water bill shall be recalculated from historical demand usage from date of known inaccuracies to the date of correction. There shall be no charge to the customer for the audit, repair, or replacement services.

SECTION 3. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective January 11, 2021.



MEMORANDUM

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

DATE: December 10, 2020

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Glenwood Avenue: 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 staff recommendation with council approval, and by citizen initiated petition. Reconstruction 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 year period at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10 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 December 21, 2020.

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 proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

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 a petition signed by a majority of property owners of Glenwood Avenue. Enclosed is Resolution No. 1 for the proposed district 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 the following proposed project:

Glenwood Avenue: from south end to Farr Avenue

Street Resurfacing

Resolution No. 2 will be introduced at a later time when the plans and estimates for this project have been completed.

Attachment(s): Glenwood Avenue Resolution No. 1
Glenwood Avenue Signed Petition
Glenwood Avenue Signature Spreadsheet

RESOLUTION NO.

**GLENWOOD AVENUE
FROM SOUTH END TO FARR AVENUE
SPECIAL ASSESSMENT RESOLUTION NO. 1**

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

**Glenwood Avenue from south end to Farr
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.
2. The City Manager shall present said report to the City Council when same has been prepared.

PETITION

Petition No.: 2020-01

Date Issued: 9/8/2020

TO THE COUNCIL OF THE CITY OF OWOSSO:

We, the undersigned property owners, hereby petition your Honorable Body to Resurface Glenwood Avenue from south end of street to Farr Avenue.

SIGNATURE	PRINTED NAME	STREET ADDRESS	FOR OFFICE USE ONLY	DATE OF SIGNING		
				MONTH	DAY	YEAR
<i>Shawn M Grace</i>	Shawn Michael Grace	822 Glenwood Ave, Owosso		09	08	2020
<i>Tracy O Grammer</i>	TRACY OTIO GRAMMER	706 GLENWOOD OWOSSO		09	08	2020
<i>Angel DeBeyno</i>	Angela DeGarmo	704 Glenwood		09	16	2020
<i>Mark Roach</i>	MARK ROACH	715 GLENWOOD P		09	16	2020
<i>Joanne Lawson</i>	JOANNE LAWSON	902 Glenwood		10	01	2020
<i>JAMROCH</i>	MONICA JAMROCH	823 Glenwood		10	01	2020
<i>JAMROCH</i>	MONICA JAMROCH	827 Glenwood		10	01	2020
<i>Jason Redmond</i>	Jason Redmond	710 Glenwood		10	01	2020
<i>Barbara Cummings</i>	Barbara Cummings	830 Glenwood Ave		10	01	2020
<i>Chris West</i>	Christopher West	904 Glenwood Ave		11	28	2020

Petition Circulated By: Shawn Grace

This petition must be returned by December 1, 2020

Date Received: 12/1/2020

Approximate special assessment front foot cost is: \$30.00 per foot

PETITION

Petition No. 2019-01

Date Issued: 9/8/2020

TO THE COUNCIL OF THE CITY OF CWOSSCO:

We, the undersigned property owners, hereby petition your Honorable Body to Resurface Glenwood Avenue from south end of street to Farr Avenue.

[illegible]

Revised and Circulated By: Shawn Grace

This petition must be returned by December 1, 2020

12/1/2020

Approximate special assessment front foot cost is: \$30.00 per foot

GLENWOOD FROM SOUTH END TO FARR

WEST SIDE							
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		MAILING ADDRESS
					YES	NO	
912	GLENWOOD	COOMER, CASSANDRA L & DEBRA	050-010-003-001-00	91	X		912 GLENWOOD AVE OWOSSO, MI 48867
904	GLENWOOD	WEST, CHRISTOPHER M	050-010-003-024-00	66	X		904 GLENWOOD AVE OWOSSO, MI 48867
902	GLENWOOD	LAWSON, JO ANN	050-010-003-023-00	33	X		PO BOX 2372 FORKS, WA 98331
830	GLENWOOD	CUMMINGS, JOHN & BARBARA	050-010-003-022-00	66	X		830 GLENWOOD AVE OWOSSO, MI 48867
822	GLENWOOD	GRACE, SHAWN M	050-010-003-021-00	198	X		822 GLENWOOD AVE OWOSSO, MI 48867
710	GLENWOOD	REDMOND, JASON J	050-101-003-018-00	141	X		710 GLENWOOD AVE OWOSSO, MI 48867
706	GLENWOOD	CRAMMER, TRACY O	050-010-003-026-00	68	X		706 GLENWOOD AVE OWOSSO, MI 48867
704	GLENWOOD	KAISER, ANGELA	050-010-003-025-00	61	X		315 W HOLLAND AVE SAGINAW, MI 48602-4356
702	GLENWOOD	HAMMOND, BREENNA	050-010-003-015-00	51		X	702 GLENWOOD AVE OWOSSO, MI 48867
				775			

EAST SIDE							
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		MAILING ADDRESS
					YES	NO	
740	LINCOLN	MILLS, KURT	050-010-004-001-00	91		X	1842 BIG BEAR DR OWOSSO, MI 48867
903	GLENWOOD	MILLS, KURT	050-010-004-002-00	66		X	1842 BIG BEAR DR OWOSSO, MI 48867
837	GLENWOOD	MILLS, KURT	050-010-004-003-00	99		X	1842 BIG BEAR DR OWOSSO, MI 48867
827	GLENWOOD	JAMROCH, MONICA	050-010-004-004-00	99	X		823 GELNWOOD AVE OWOSSO, MI 48867
823	GLENWOOD	JAMROCH, MONICA	050-010-004-005-00	66	X		823 GLENWOOD AVE OWOSSO, MI 48867
819	GLENWOOD	LOUCH, TIMOTHY	050-010-004-006-00	66		X	308 BLOOMSBURY AVE FAIRHOPE, AL 36532-7110
721	GLENWOOD	LOUCH, TIMOTHY	050-010-004-007-00	66		X	308 BLOOMSBURY AVE FAIRHOPE, AL 36532-7110
715	GLENWOOD	ROACH, MARK A	050-010-004-008-00	102	X		715 GLENWOOD AVE OWOSSO, MI 48867
703	GLENWOOD	LOTT, VINCENT G	050-010-004-010-00	120		X	703 GLENWOOD AVE OWOSSO, MI 48867
				775			

SOUTH SIDE							
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		MAILING ADDRESS
					YES	NO	
		OAK HILL CEMETERY	007-30-100-001	60		X	1101 WASHINGTON OWOSSO, MI 48867
				60			

Total Front Footage: 1610.00 TOTAL "YES" FRONT FOOTAGE: 991.00
 PERCENT "YES": 61.55%



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

MEMORANDUM

DATE: December 9, 2020

TO: Mayor & City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: City of Owosso Flexible Spending Plan

Attached is an updated Service Agreement for the City of Owosso's Flexible Spending Plan. Over the past eleven years we have utilized Employee Benefit Concepts (EBC), a Group Resources company to administer our flexible spending account (FSA) plans (both health and dependent care). I have reviewed all documents and have worked with EBC to update the language as it relates to the City of Owosso. These documents are updated on an annual basis. I recommend approval and authorization of the Flexible Spending Plan.

RESOLUTION NO.

ADOPTING THE CITY OF OWOSSO FLEXIBLE SPENDING PLAN

WHEREAS, the city of Owosso, a Michigan municipal corporation, provides a cafeteria plan for its employees; and

WHEREAS, under the tax laws of the United States of America the city council must adopt a resolution for the calendar year effective January 1, 2021 and subsequent years.

NOW THEREFORE, the city council of the city of Owosso, Michigan (the employer) resolves:

- FIRST that the form of Cafeteria Plan including a Dependent Care Flexible Spending Account and Health Flexible Spending Account effective January 1, 2021 presented and attached is approved and adopted and that the duly authorized agents of the city are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.
- SECOND that the Administrator is instructed to take such actions that they deem necessary and proper to implement the Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.
- THIRD that attached as Exhibit 1, is a true copy of the *City of Owosso Flexible Spending Plan* approved and adopted in this resolution.
- FOURTH that all prior resolutions and documents for the *City of Owosso Flexible Spending Plan* are rescinded as of January 1, 2021.

Passed and approved by the city council of the city of Owosso, Michigan this 21st day of December 2021.

**EMPLOYEE BENEFIT CONCEPTS, INC.
CONSULTING AND THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT**

THIS AGREEMENT made by and between **City of Owosso** (hereinafter referred to as the "Employer") and Employee Benefit Concepts, Inc. (hereinafter referred to as "Third Party Administrator" or "TPA").

RECITALS

WHEREAS, the Employer has adopted and sponsors a Flexible Spending Account Plan(s) (the "Plan") for its employees and the dependents of participating employees and has agreed to provide certain benefits through the Plan;

WHEREAS, under the Plan, the Employer as the administrator has the authority to appoint, hire others to perform and/or delegate the duties it provides under the Plan;

WHEREAS, the Employer is desirous that the TPA furnish certain services to the Plan with respect to the benefits to be provided under the Plan; and

WHEREAS, the Employer is executing this Agreement on behalf of itself and the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Employer and the TPA hereby agree as follows:

**SECTION I
PLAN**

Wherever, in the Agreement reference is made to the term "Plan" it shall mean the benefits provided under the Flexible Spending Account Plan of the Employer as furnished to TPA from time to time by the Employer and as defined in the Flexible Spending Account Plan Document(s).

**SECTION II
SERVICES TO BE PROVIDED BY THE TPA**

During the continuance of this Agreement, the TPA shall provide those certain services to the Employer relating to the administration of the plan as outlined in the Fee Schedule appended hereto as Exhibit A and incorporated herein.

**SECTION III
RESPONSIBILITIES OF THE EMPLOYER AND TPA**

(A) It is understood that the Employer retains all final authority and responsibility for the Plan and its operation and that the TPA is empowered to act on behalf of the Plan and the Employer in connection with the Plan only as expressly stated in this Agreement or as mutually agreed to in writing by the Employer and the TPA.

(B) The Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as it may be amended; from time to time requires "covered entities" to have contracts with its "business associates." Employer has signed the Agreement on behalf of itself and the Plan. Since the Plan is a Covered Entity, it must have a contract with TPA as its Business Associate. Exhibit "B," which is a business associate agreement and which is attached to this Agreement, is hereby added to and deemed a part of this Agreement. The meanings of the terms "covered entities" and "business associates" are as defined in HIPAA.

(C) The TPA shall, when reasonable, advise the Employer of matters which come to its attention involving potential legal actions involving the Plan and shall promptly advise of legal actions commenced against the Plan which come to its attention. The defense of any legal action involving a claim for benefits under the Plan shall not be the obligation of the TPA under this Agreement, but it is understood and agreed that the TPA shall fully cooperate with the Plan in defense of any action arising out of matters related to this Agreement.

(D) The TPA shall discharge its duties with respect to the Plan covered under this Agreement solely in the interest of the Plan, the Employer and participants of the Plan with the ordinary care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like characteristics and with like aims, and in accordance with the Plan documents, to the extent they are consistent with applicable provisions of applicable law. Further, TPA shall only be liable for losses, damages, expenses, or claims arising out of or with respect to this Agreement for the performance of any obligations or any functions in the administration of the Plan resulting from or arising out of the fraudulent, intentional, criminal or negligent acts or omissions of the TPA, or its employees.

(E) The Employer agrees to indemnify and hold harmless the TPA and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees resulting from, or arising out of or in connection with, a claim for benefits under the Plan during the continuance of this Agreement unless it is determined that the liability therefore resulted from or arose out of the fraudulent, intentional, criminal or negligent acts or omissions of the TPA, or its employees.

(F) If it is determined that any payment had been made under this Agreement to an ineligible employee or dependent, or if it is determined that an incorrect amount has been paid by the TPA, the TPA will make a diligent attempt to recover the payment but the TPA will not be required to initiate or continue any court proceedings for any such recovery.

SECTION IV DUTIES OF THE EMPLOYER

(A) Unless otherwise provided in Exhibit A, it shall be the obligation of the Employer (pursuant to MLA Section 550.932) to provide a written notice to each individual covered by the Plan, which notice shall contain the following information:

(i) What benefits are being provided;

(ii) Changes in benefits;

(iii) The fact that individuals covered by the Plan are not insured, or are only partially insured, as the case may be;

(iv) If the Plan is not insured, the fact that in the event the Plan or the Employer does not ultimately pay medical expenses that are eligible for payment under the Plan for any reason, the individuals covered by the Plan may be liable for those expenses;

(v) The fact that the TPA merely processes claims and does not insure that any medical expenses of individuals covered by the Plan will be paid; and

(vi) The fact that complete and proper claims for benefits made by individuals covered by the Plan will be promptly processed, but that in the event there are delays in processing claims, the individuals covered by the Plan shall have no greater rights to interest or other remedies against the TPA than as otherwise afforded them by law.

(B) In order for the TPA to perform the benefit payment and other services for the Plan as set forth in this Agreement, the Employer shall furnish to the TPA certain information concerning the Plan and employees and dependents covered under the Plan as may from time to time be required by the TPA and shall furnish monies in a timely fashion to carry out the requirements of the Plan.

(C) It shall be the sole obligation of the Employer and the Plan to comply with all provisions of HIPAA. TPA will abide by the terms of HIPAA relating to Business Associates.

SECTION V EFFECTIVE DATE; AGREEMENT PERIOD

(A) This Agreement shall be effective as of January 1, 2021 and continue until December 31, 2021 unless continued in accordance with Section (B) below.

(B) At the expiration of the Initial Year, or at the expiration of any year thereafter during which this Agreement is in effect, this Agreement shall be automatically renewed for a period of one (1) year under the same terms and conditions as were in effect for the year immediately preceding such renewal, unless written notice is given sixty (60) days in advance of the expiration of any such Plan year by either the TPA or the Employer to the other party to this Agreement.

SECTION VI TPA SERVICE CHARGES

(A) In consideration of the TPA providing the services provided for under this Agreement, the Employer agrees to pay the TPA those fees as provided for in the Fee Schedule.

(B) In addition to the TPA fees as set forth on Exhibit A, the Plan shall reimburse the TPA for any premium taxes, or other charges or fees in connection therewith assessed against the TPA with respect to any benefit payments made by the TPA under the Plan and this Agreement.

**SECTION VII
EXAMINATION OF RECORDS**

Subject to the provisions of Exhibit "B," the Employer shall have the right, upon reasonable request, to examine any records of the TPA relating to the services provided hereunder: provided, however, that any examination of participant payment records shall be carried out in a manner agreed to between the Employer and the TPA designed to protect the confidentiality of the participant.

**SECTION VIII
BENEFIT ENTITLEMENT DETERMINATION**

(A) During the continuance of this Agreement, all requests for benefit payments under the Plan will be made to the TPA. The TPA shall determine the entitlement of any participating employee requesting benefits under the Plan. Such determination will be made in accordance with the Plan documents.

(B) With respect to any person who makes a request for benefits which is denied, the TPA will notify said person of the denial and of his or her right of review of the denial, in a manner agreed to between the Employer and the TPA designed to satisfy the requirements of the Employee Retirement Income Security Act of 1974, as amended.

**SECTION IX
GENERAL ADMINISTRATION**

The TPA's personnel will be available to assist the Employer in connection with the general administration of the Plan, including assistance as to the enrollment of eligible Employees under the Plan and administration and record keeping systems for the ongoing operation of the Plan.

**SECTION X
MAINTENANCE AND RETURN OF RECORDS**

The TPA shall maintain all records in connection with its administration of the plan. In the event of discontinuance of this Agreement, any such records in possession of the TPA shall be forwarded to the Employer as soon as practicable, but in any case, within forty-five (45) days of the date of discontinuance.

SECTION XI DEFAULT; TERMINATION

(A) The occurrence of any of the following events shall constitute a default under this agreement:

Assignment. TPA shall neither assign, transfer nor convey this Agreement nor suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of the Employer. If the TPA purports to affect any assignment or transfer without the written consent of the Employer, the Employer may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement.

(i) TPA makes, or has made, any gross misrepresentation to the Employer including inducing the Employer to enter into this Agreement.

(ii) TPA materially defaults in the performance of any other obligations under this Agreement.

(iii) TPA or any of its directors or officers shall have performed or have been guilty of fraudulent or criminal conduct in their administration under this Agreement.

(B) Upon occurrence of any of the events set forth in Paragraph XI (A), the Employer may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective sixty (60) days after the Employer gives written notice to the TPA of any of the events set forth above.

(C) The TPA will use its best efforts to provide the services contemplated by this Agreement.

SECTION XII TERMINATION

If this Agreement is terminated for any reason, TPA at the Employer's expense shall assist in the transition to a successor third party administrator so as not to unduly interrupt or disrupt the business of the Plan. TPA shall provide such assistance for a period of sixty (60) days, during which time the TPA will be paid reasonable compensation for time actually spent.

SECTION XIII GOVERNING LAWS

This Agreement shall be deemed to have been made and entered into in the State of Michigan, and all rights and obligations of the parties hereto shall be governed by and constructed in accordance with the laws of the State of Michigan.

**SECTION XIV
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between TPA and the Employer in respect of the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between TPA and the Employer in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of the TPA or the Employer is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon the TPA or the Employer unless in writing and signed by the TPA and the Plan.

**SECTION XV
EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the Employer and the TPA have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so.

Dated at _____, Michigan this ____ day of _____, 20_____.

WITNESS:

City of Owosso

By: _____

Title: _____

Employee Benefit Concepts, Inc.
A Group Resources, Inc.
A Michigan Corporation

By: _____

Title: _____

City of Owosso

Exhibit A

January 1, 2021 - December 31, 2021

Compliance/Legislation

Discrimination Testing (as required)

Initial Preparation Flexible Spending Account Plan Document/Summary Plan Description

Re-enrollment

Employee Group Meetings

Communication Materials

Enrollment Forms

Claim Forms (available via paper or online)

Pre-addressed Return Envelopes

System Data Loading

Administration

Initial System Plan and Data Programming/Set Up

Payroll Posting/Reconciliation (to each employee account)

Claim Administration (via mail/fax/email)

Check Writing/Printing ACH Direct to Participants*

Monthly Bank Account maintenance/Reconciliation**

Eligibility Administration (adds/terms/change in status via paper or online)

On Line Statement to Employees

Claim Forms (available via paper or online)

Postage

COBRA Administration/Termination Notification

Employee/Employer Account Access via Internet

Toll Free Telephone Support Service Number (outside 248 area code)

Employer Management Reporting (via paper or online)

Annual Information for Form 5500 Filing if required

Plan Year: 1/1/21 – 12/31/21: \$5.50 per participant per month with a minimum of \$100.00, whichever is greater, invoiced upon the commencement of TPA service.

Re-enrollment services of \$300.00 are payable annually in advance of the applicable plan year(s).

Take Care Debit Card \$15.00 per year per family to be paid by employee.

Fees for required amendments to Plan Document/Summary Plan Description will be quoted at the time of the applicable occurrence.

This fee schedule is exclusive of printing, travel and ongoing administrative costs, bank fees**, which will be invoiced monthly as incurred.

* Daily or weekly as determined between TPA and Employer. **Net monthly bank charges will be billed to the employer/employee, as determined between the TPA and Employer upon each applicable charge.

Signature for City of Owosso

Signature for EBC, Inc.
A Group Resources® Company

Date _____

Date _____



MEMORANDUM

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

DATE: December 15, 2020

TO: The Owosso City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: WACHS Valve Turner

RECOMMENDATION:

Approval to purchase a WACHS Valve Turner & Trailer unit from E.H. WACHS of Lincolnshire, Illinois under the National Buy Board - Local Government Purchasing Cooperative - Contract No. 597-19.

BACKGROUND:

The Valve Turner is an essential equipment maintenance item for the water distribution system. This is the second of two units to be purchased for isolation valve maintenance.

Older means for exercising water main isolation valves was a long metal pipe with a T-handle, whereby up to two persons could manually walk the T-pipe in a clockwise (close) or counter clockwise (open) direction. This tool was functional, time consuming, and often resulted in broken valve stems with too many foot pounds of torque applied by the employee. The WACHS valve turner operates on hydraulic pressure, is programmed to count the turns to open & close, makes adjustments to torque values based on specification programming, is much faster and records historical data.

WACHS is the premier supplier of water system maintenance equipment, and as such is recognized by the National Buy Board – Local Government Cooperative Purchasing Agency providing competitively priced products for government and educational entities nationwide. Contract 597-19 is renewed annually, and is currently effective from December 31, 2020 thru November 30, 2021.

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

FISCAL IMPACTS:

To be funded from FY2020-21 Fleet Motor Pool 616-901-979.000 in the amount of \$32,095.14.

Requested by: Glenn Chinavare, Director of Public Services & Utilities

RESOLUTION NO.

**RESOLUTION AUTHORIZING PURCHASE OF WACHS VALVE TURNER FROM E.J.
WACHS EQUIPMENT OF LINCOLNSHIRE, ILLINOIS UTILIZING THE NATIONAL BUY
BOARD LOCAL GOVERNMENT COOPERATIVE PURCHASING AGREEMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Department of Public Works Fleet Motor Pool requires the use of a Valve Turner to perform specialized isolation valve maintenance and exercising on the water distribution system; and

WHEREAS, the City of Owosso desires to purchase one WACHS valve turner & trailer unit manufactured by E.J. WACHS Equipment, and it is in the best interest of the City of Owosso to utilize the National Buy Board Local Government Cooperative Purchasing Agreement, Contract No. 597-19 to purchase said equipment; and

WHEREAS, E.J. WACHS Equipment is an authorized distributor for said equipment under the National Buy Board Local Government Purchasing Agreement; and

WHEREAS, city ordinance section 2-345(3) provides for an exception to competitive bidding when the best interest of the city would be served by joint purchasing with another governmental unit.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase the following equipment from E.J. WACHS Equipment using the National Buy Board Local Government Purchasing Agreement - Contract No. 597-19:

- One (1) WACHS model 79-000-25, 750/ft/lb extended reach valve operator with trailer in the amount of \$32,095.14

SECOND: The Director of Public Services is hereby instructed and authorized to sign any necessary documents to complete said purchase.

THIRD: Payment is authorized to E.J. WACHS Equipment in the amount of \$32,095.14 upon delivery and acceptance.

FOURTH: Said purchase shall be paid for from the Fleet Motor Pool 661-901-979.000

Quotation

Page 1 of 1

TO: **Mark Mitchell**
City of Owosso
301 W. Main Street
Owosso, MI 48867

Date: 11/23/2020
Quotation Number: CC146469
Payment Terms: Net 30
Shipping Terms: FOB Origin
Valid Through: 1/22/2021
Estimated Delivery: 4 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	79-000-25 Compact LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 16 H.P (12 kW) Briggs and Stratton V-Twin engine with hydraulic pump provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and steel storage bin. Other options available include: 1-7/8"-2" Ball Tongue (79-020-01-03) or already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.	1	EA	33,450.00	5.0%	31,777.50
Subtotal						31,777.50
Motor Freight						317.64
Total (USD)						\$32,095.14

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Rick Brennan at 513-305-3390.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank You.

Rick Brennan
regional account manager
Rbrennan@ehwachs.com
513 305 3390

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.



P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

November 5, 2020

Sent via email to: jswiatowy@ehwachs.com

Jeff Swiatowy
E.H. Wachs
600 Knightsbridge Pkwy.
Lincolnshire IL 60069

Re: Construction, Road and Bridge, Ditching, Trenching, and Other Equipment
BuyBoard Contract 597-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Construction, Road and Bridge, Ditching, Trenching, and Other Equipment, Contract 597-19 effective December 1, 2019 through November 30, 2020, with two possible one-year renewals. **At this time, the BuyBoard is renewing your contract through November 30, 2021.**

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

Endorsed by



TASA



The Local Government Purchasing Cooperative

For the Period 12/1/2019 to 11/30/2020

Final Catalog Award Report for Construction, Road and Bridge, Ditching, Trenching, and Other Equipment
#597-19

41 Discount (%) Off Catalog/Pricelist for Utility Vehicles			
Vendor	Vendor Catalog Info	Percent Discount	Award
Clark Equipment Company	Bobcat pricelist	20%	Yes
Briggs Equipment, Inc.	Briggs Equipment pricelist	10%	Yes
E.H. Wachs	E.H. Wachs pricelist (0% to 3% discount)	0%	Yes
Six & Mango Equipment, LLP	Kubota pricelist	18%	No
Kubota Tractor Company	Kubota Tractor Company pricelist	22%	Yes
Briggs Equipment, Inc.	Motrec pricelist	10%	Yes
Mustang Cat	Mustang Cat pricelist	5%	Yes
EKA	Paladin pricelist	20%	Yes
S.D.W. Enterprises, Inc.	S.D.W. Enterprises pricelist	10%	Yes
Wagner Equipment Co.	Wagner Cat pricelist	0%	Yes

596-19 (/vendor/proposal-tabulation-sheets/commercial-award-report.pdf)

Commercial Washers and Dryers

12/1/2019–11/30/2022

597-19 (/vendor/proposal-tabulation-sheets/construction-award-report.pdf)

Construction, Road and Bridge, Ditching, Trenching and Other Equipment

12/1/2019–11/30/2022

598-19 (/vendor/proposal-tabulation-sheets/food-service-award-report.pdf)

Food Service Equipment, Supplies and Appliances

12/1/2019–11/30/2022

599-19 (/vendor/proposal-tabulation-sheets/refuse-bodies-award-report.pdf)

Refuse Bodies, Trailers and Other Bodies

12/1/2019–11/30/2022

601-19 (/vendor/proposal-tabulation-sheets/vehicle-award-report.pdf)

Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor

12/1/2019–11/30/2022

602-20 (/vendor/proposal-tabulation-sheets/602-20-award-report.pdf)

Energy Saving Lighting Products

4/1/2020–3/31/2023

603-20 (/vendor/proposal-tabulation-sheets/603-20-award-report.pdf)

Public Safety and Firehouse Supplies and Equipment

4/1/2020–3/31/2023

604-20 (/vendor/proposal-tabulation-sheets/604-20-award-report.pdf)

Radio Communications and Video Recording Products and Services

4/1/2020–3/31/2023

605-20 (/vendor/proposal-tabulation-sheets/605-20-award-report.pdf)

Residential/Commercial Refuse, Recycling and Disposal Services and Containers

4/1/2020–3/31/2023

606-20 (/vendor/proposal-tabulation-sheets/606-20-award-report.pdf)

Water Treatment and Chemicals and Pipe Bursting Equipment

4/1/2020–3/31/2023

607-20 (/vendor/proposal-tabulation-sheets/(9)(d)-award-report-catalogs.pdf)

Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services

4/1/2020–3/31/2023

608-20 (/vendor/proposal-tabulation-sheets/608-20-award-report-tabulation.pdf)

Highway Safety and Traffic Control Products

6/1/2020–5/31/2023

609-20 (/vendor/proposal-tabulation-sheets/609-20-award-report-catalogs.pdf)

Library Books, Used Textbooks, and Other Books

6/1/2020–5/31/2023

TASB buildings are temporarily closed. Staff members are working remotely and are available by email or phone. x



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National Cooperative (/National.aspx)

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About Our Products (<https://www.buyboard.com/National/About-Us/About-Our-Products.aspx>)

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Home (/national.aspx) > About Us

About Us

Leveraging discounts with ease nationwide

The BuyBoard National Purchasing Cooperative is a cooperative formed between the National School Boards Association (NSBA) and several state school boards associations to streamline the buying process for schools, municipalities, and other public entities.

Attention vendors

Interested in selling your products or services to a nationwide network of school districts, municipalities, and other nonprofit organizations?

Developed to comply with state laws that require governmental entities to make purchases from an approved list of vendors who have gone through a competitive procurement process, BuyBoard gives members the advantage of leveraging the Cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping.

Register with BuyBoard
(/Vendor/How-to-Register.aspx)

P.O. Box 400, Austin, Texas 78767-0400 • 800.695.2919

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Have questions about the BuyBoard.com site? Email us at info@buyboard.com (<mailto:info@buyboard.com>).

TASB buildings are temporarily closed. Staff members are working remotely and are available by email or phone. x



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National Cooperative (/National.aspx)

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Home (/national.aspx) > About Us (/national/about-us.aspx) > Member Advantages

Member Advantages

Compliance and transparency

Contracts and vendors awarded through BuyBoard have been competitively procured, to assist members with compliance with local and state procurement requirements and a documented audit trail. Transparency in the procurement process is treated with a high degree of focus and is of paramount importance. All vendors are treated on equal terms and are on the same plane of competition.

Value and choice

With a wide range of contracts available, members will find almost everything needed to support their organization. The BuyBoard philosophy has always been that members know best which products they need, and the choice of vendor is their decision to make.

Efficiency and cost savings

Because a competitive procurement process has been completed by the Cooperative, members may save time and resources that would have been spent on preparing and conducting a formal RFP. Besides reducing administrative costs, members achieve additional savings through competitive pricing.

Request for Quotes (RFQ) application

BuyBoard's RFQ functionality allows members to request pricing on volume needs from multiple vendors. This convenient and efficient process can be finalized in a matter of days, versus weeks or months, for a typical formal bid/proposal process.

Member governed

The BuyBoard National Purchasing Cooperative is governed by an nine-member board of directors composed of participating members. The board's only function is to govern the Cooperative and award all contracts directly with no delegation of authority to staff.

Support of public education and local governments

BuyBoard was created to support and serve public schools, municipalities, counties, and all types of local government agencies and nonprofits. That support and service is evidenced in the list of organizations that sponsor the program and in turn support their respective membership. Purchasing through the BuyBoard means your agency is helping to support the statewide organizations that support you.

P.O. Box 400, Austin, Texas 78767-0400 • 800.695.2919

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Have questions about the BuyBoard.com site? Email us at info@buyboard.com (<mailto:info@buyboard.com>).



MEMORANDUM

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

DATE: December 15, 2020

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Ford F550 4X2 Cab & Chassis – State of Michigan-Macomb County Contract #071B7700180
VERSALIFT Unit & Utility Service Body – State of Michigan Contract #071B7700166

RECOMMENDATION:

Approval to purchase one (1) Ford F550 4X2 Cab & Chassis from Signature Ford of Owosso, Michigan, in the amount of \$37,587.00.

Approval to purchase one (1) VERSALIFT Unit and Utility Service Body from VERSALIFT Midwest of Shelby Township, Michigan, in the amount of \$59,602.00.

BACKGROUND:

This equipment will be used for sign maintenance and replacement. This new vehicle will replace an existing 1997 Ford DPW #311 Sign Truck, which has expended its useful life.

Waiver of the competitive bidding process in accordance with the city of Owosso Purchasing Policy, in order to take advantage of State of Michigan competitive contract pricing, is recommended. Owosso City Ordinance section 2-345(3) exception to competitive bidding states; "Where the council shall determine that the public interest will best be served by joint purchase with, or purchase from, another unit of government".

FISCAL IMPACTS:

Funds will be expended from the Fleet Motor Pool Replacement Account 661-901-979.000 in amount of \$37,587.00 for the 4X2 cab & chassis, and \$59,602.00 for VERSALIFT and utility service body, for a total of \$97,189.00.

Attachments: (1) Resolution
(2) Signature Ford Quote
(3) VERSALIFT Quote
(3) State of Michigan Contracts

RESOLUTION NO.

**AUTHORIZING PURCHASE AGREEMENT TO SIGNATURE FORD OF OWOSSO, MICHIGAN
AND VERSALIFT MIDWEST OF SHELBY TOWNSHIP, MICHIGAN
TO PROCURE A FORD F550 CAB & CHASSIS AND A VERSALIFT UNIT AND UTILITY SERVICE
BODY FOR USE IN THE FLEET MOTOR POOL AS A SIGN TRUCK**

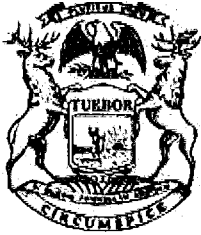
WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a Sign Truck 4X2 cab and chassis to be used for sign maintenance and replacement, and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a VERSALIFT unit and utility service body to be attached to the cab and chassis truck, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment on the State of Michigan Contracts as priced by Signature Ford and VERSALIFT Midwest and recommends authorizing purchase agreements between the city of Owosso and Signature Ford of Owosso, Michigan and VERSALIFT Midwest of Shelby Township, Michigan.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Owosso Motors, Inc. dba Signature Ford of Owosso, Michigan for the purchase of a 2021 Ford F550 4X2 Cab & Chassis on State of Michigan Contract #071B7700180 for use in the Fleet Motor Pool, in the amount of \$37,587.00.
- SECOND: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with VERSALIFT Midwest, LLC of Shelby Township, Michigan for the purchase of a VERSALIFT unit and Utility Service Body on State of Michigan Contract #071B7700166, for use in the Fleet Motor Pool, in the amount of \$59,602.00.
- THIRD: The accounts payable department is authorized to submit payment to VERSALIFT Midwest in the amount of \$59,602.00, and expense from account 661-901-979.000
- FOURTH: The accounts payable department is authorized to submit payment to Signature Ford in the amount of \$37,587.00, and expense from account 661-901-979.000.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **071B7700180**

CONTRACTOR	OWOSSO MOTORS INC	STATE	Program Manager	Scott Poyer	SW
	1960 East Main Street			517-284-6448	
	Owosso, MI 48867		Contract Administrator	poyers@Michigan.gov	
	Bill Campbell			Yvon Dufour	DTMB
	888-923-5338 229			(517) 249-0455	
	bcampbell@signatureautogroup.com			dufoury@michigan.gov	
	CV0033084				

CONTRACT SUMMARY

VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	

ALTERNATE PAYMENT OPTIONS

EXTENDED PURCHASING

<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---------------------------------	------------------------------	--------------------------------	-----------------------------------------	-----------------------------

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		November 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,000,001.00	\$0.00	\$3,000,001.00		

DESCRIPTION

Effective 10/14/2020, 2021 model year vehicles and pricing are hereby updated, per revised Schedule B - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, and DTMB Procurement approval.



December 4, 2020

City of Owosso DPW
Attn: Mark Mitchell
522 Milwaukee Street
Owosso, MI 48867

Dear Mark Mitchell:

Price on 2021 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2021 Ford F550 Regular Cab 4x2 Chassis 169" WB, 84" CA in Red \$37,587.00 ea

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Macomb Co# 21-18. T.13
2021 F-550 DRW-Chassis Cab
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - 7.3L 2V DEVCT NA PFI V8 Gas (F-450/F-550)
- Transmission – Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow

EXTERIOR

- Bumper – front, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Fuel Tank
 - 40 gallon aft axle (F-350 DRW/F-450/F-550)
- Glass – solar-tinted
- Grille – black painted
- Manual Locking Hubs (4x4)
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550 only)
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Tires 225/70R19.5G BSW A/P
- Wheels
 - F-450 & F-550 – 19.5" Argent Painted Steel
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster Instrumentation Center – Multifunction switch message center display with Ice Blue® Lighting
- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Gauges and Meters – Fuel, Transmission Temperature, EngineCoolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/dual glove boxes, four (4) air registers w/positive shut-off and powerpoint
- Instrumentation Center
 - 2.3" LCD Productivity Screen in IP Cluster
- Mirror – rearview 11.5" day/night
- Outside Temperature Display

- Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, and cupholder (manual lumbar – driver's side)
- Steering damper
- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Headlamps – Quad beam jewel effect halogen
- Lamps – LED Roof marker/clearance
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (frontoutboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Underhood service light

DRIVER ASSIST

- AutoLamp – Auto On/Off Headlamps
- Automatic High Beam
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices1
 - Remotely start, lock and unlock vehicle2
 - Schedule specific times to remotely start vehicle2
 - Locate parked vehicle2
 - Check vehicle status2
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®
 - Smart-Charging USB-C port – one (1)

FUNCTIONAL

- Alternators:
 - 7.3L 2 Valve Gas – 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear

18,000# GVWR, 11,500 PAYLOAD Reg. Cab 145 WB, CA 60", 18,000# GVWR, 11,200 PAYLOAD

<input type="checkbox"/> Base Price (F5G/660a) 4x2	\$31,423.00
<input type="checkbox"/> Base Price (F5H/660a) 4x4	\$33,972.00

18,000# GVWR, 11,400 PAYLOAD Reg. Cab WB 169, CA 84", 18,000# GVWR, 11,100 PAYLOAD

<input checked="" type="checkbox"/> Base Price (F5G/660a) 4x2	\$31,577.00
<input type="checkbox"/> Base Price (F5H/660a) 4x4	\$34,121.00

18,000# GVWR, 11,300 PAYLOAD Reg. Cab 193 WB, CA 108", 18,000# GVWR, 11,000 PAYLOAD

<input type="checkbox"/> Base Price (F5G/660a) 4x2	\$31,730.00
<input type="checkbox"/> Base Price (F5H/660a) 4x4	\$34,274.00

18,000# GVWR, 11,100 PAYLOAD Reg. Cab WB 205, CA 120", 18,000# GVWR, 10,700 PAYLOAD

<input type="checkbox"/> Base Price (F5G/660a) 4x2	\$31,883.00
<input type="checkbox"/> Base Price (F5H/660a) 4x4	\$34,432.00

18,000# GVWR, 11,100 PAYLOAD SuperCab WB 168, CA 60", 18,000# GVWR, 10,800 PAYLOAD

<input type="checkbox"/> Base Price (X5G/660a) 4x2	\$33,433.00
<input type="checkbox"/> Base Price (X5H/660a) 4x4	\$36,504.00

18,000# GVWR, 11,000 PAYLOAD SuperCab WB 192, CA 84", 18,000# GVWR, 10,700 PAYLOAD

<input type="checkbox"/> Base Price (X5G/660a) 4x2	\$33,586.00
<input type="checkbox"/> Base Price (X5H/660a) 4x4	\$36,658.00

18,000# GVWR, 10,900 PAYLOAD Crew Cab WB 179, CA 60", 18,000# GVWR, 10,600 PAYLOAD

<input type="checkbox"/> Base Price (W5G/660a) 4x2	\$34,187.00
<input type="checkbox"/> Base Price (W5H/660a) 4x4	\$37,258.00

18,000# GVWR, 10,800 PAYLOAD Crew Cab WB 203, CA 84", 18,000# GVWR, 9,900 PAYLOAD

<input type="checkbox"/> Base Price (W5G/660a) 4x2	\$34,340.00
<input type="checkbox"/> Base Price (W5H/660a) 4x4	\$37,416.00

<u>Available Standard Options</u>		<u>Price</u>
	<u>Option</u>	<u>Reg.&Super/CrewCab</u>
<input type="checkbox"/> 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	9,325.00
<input type="checkbox"/> Engine Block Heater	41H	90.00
<input type="checkbox"/> Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
<input type="checkbox"/> Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00
<input checked="" type="checkbox"/> Seats, Cloth 40/Mini-Console/40	4S	515.00/615.00
<input checked="" type="checkbox"/> LT225/70Rx19.5G BSW Traction, incl. 4-Traction on the rear	TGM	190.00
& 2 A/S tires on the front, Option Spare is A/S		
<input type="checkbox"/> LT225/70Rx19.5G BSW Max Traction-4x4 only, Continental, Incl. 4-traction tires on the rear & 2 traction tires on the front-	TGK	215.00
<input type="checkbox"/> Stainless Steel Wheel Cover	945	380.00
<input type="checkbox"/> Engine Idle Shutdown (avail. w/6.7L diesel Only) 15-Minutes	86C	250.00
<input type="checkbox"/> Engine Idle Shutdown (avail. w/6.7L diesel Only) 20-Minutes	86D	250.00
<input type="checkbox"/> Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00
<input type="checkbox"/> Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00
<input checked="" type="checkbox"/> Transmission Power Take-Off Provision	62R	280.00
<input type="checkbox"/> Axle, Limited Slip	X4N/X4L/X8L	360.00

[X] Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/1125.00cc
[] Privacy Glass with Heated Backlight/Rear Window Defrost (Requires Power Equipment 90L/54K)	43B/924	90.00
[X] Utility Lighting System (LED Side-mirror Spotlights Requires Power Equipment Group 90L/54K)	63A	160.00
[X] Speed Control	525	235.00
[] XL Decor Group (Chrome front bumper)	17F	220.00
[] XL Value Pkg (Chrome front bumper & Cruise Control)	96V	395.00
[X] Daytime running Lights	942	45.00
[] 2-Ton Mechanical Jack	61J	55.00
[X] Spare Tire & Wheel-Includes 2-ton mechanical jack	512	350.00
[] Dual Alternator 397 amp w/Dual Batteries (7.3L Gas Only)	67B/86M	325.00
[] Dual Alternator 397 amp (6.7L Diesel Only)	67B	115.00
[] Dual Batteries (78 Amp.) (Gas Engine Only)	86M	210.00
[] 110V/400W Outlet (Includes Dual Alternators 397 amp (67B))	43C/67B	290.00
[] Upfitter Interface Module	18A	295.00
[] Fuel Tank- 28 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	125.00
[] Fuel Tank-Dual Diesel (Adds 28 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
[X] Keys Extra (Regular) \$75.00 x <u>1</u> =	Sig	75.00 ea
[] Keys Extra (With Power Group) \$220.00 x <u> </u> =	Sig	220.00 ea
[] Trailer Tow Package High Capacity-Req.6.7L Diesel & 4.30 LS Rear Axle, has after market trailer brake wiring kit, No brake controller included, Increases GCWR on diesel engine from 26,000# to 28,000#	535	1,080.00
[] Payload Upgrade Package (7.3L V8 & 145" WB Only, Inc. 4.88 LS Axle, Increases GVWR from 18,000# to 19,000#)	68U	1175.00
[X] Payload Plus Upgrade Package(N/A w 145"WB w/Gas Engine, Inc. 4.88 LS Axle, Increases GVWR from 18,000# to 19,500#)	68M	1515.00
[] Low Deflection Package-recommended for rear-biased loading, such as wreckers/retriever application, N/A with 141" WB	86S	110.00
[] Integrated Trailer Brake Controller	52B	270.00
[X] Cab Steps-Black Molded	18B	320.00/445.00
[] Extra HD Front End Suspension – GAWR 7,500 lbs	67P	285.00
[] Extra Heavy Suspension Package(N/A 67H or 473)	67X	125.00
[] Suspension Package, Heavy Service(N/A 67X or 473)	67H	125.00
[] Snow Plow Prep Package (7.3L Gas Engine) (Includes Dual Batteries (86M), and Dual Alternators 397 amp (67B). Not Available w/Option Codes 67H or 67X Suspension Packages)	473/86M/67B	575.00
[] Snow Plow Prep Package (6.7L Diesel Engine)	473	250.00
[X] Exterior Back up Alarm	76C	140.00
[X] Rearview Camera Prep Kit (Includes Loose Camera, Wiring Bundle, and Electrochromic Mirror w/Video Display)	872	415.00
[X] LED Warning Strokes-Amber	91S	675.00
[X] Wheel Well Liners, Front	61L	180.00
[] Ambulance Prep Package(6.7L Diesel Engine Only)	47A	1205.00
[] Audible Lane Departure Warning with Pre-Collision Assist with Automatic Emergency Braking and Forward Collision Warning	60C/94P	230.00

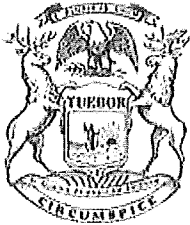
Total Price \$37,587.00 ea

Colors for F-550

Exterior Colors

Interior Steel (Grey)

Race Red	[PQ]	[X]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[]
Carbonized Gray Metallic	[M7]	[]
Stone Gray	{D1}	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number 071B7700166

CONTRACTOR	Cannon Engineering & Equipment	STATE	Program Manager	Scott Poyer	SW
	51761 Danview Tech			517-284-6448	
	Shelby Twp., MI 48315		Contract Administrator	poyers@Michigan.gov	
	James Brown			Yvon Dufour	DTMB
	586-991-0054			(517) 249-0455	
	jbrown@cannonequip.com			dufoury@michigan.gov	
	CV0043297				

CONTRACT SUMMARY				
AERIAL TOWERS FOR PURCHASE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2017	June 30, 2022	2 - 1 Year	June 30, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,500,000.00	\$0.00	\$2,500,000.00		
DESCRIPTION				
Effective 5/23/2018, the following amendment is hereby incorporated into the contract. Equipment availability has been updated per Schedule C1 Pricing, and Schedule C5 Pricing Pages (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor request and DTMB Procurement approval.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 071B7700166

CURRENT CONTRACTOR	Cannon Engineering & Equipment	NEW CONTRACTOR	VERSALIFT MIDWEST LLC
	51761 Danview Tech		51761 Danview Tech
	Shelby Twp., MI 48315		Shelby Twp., MI 48315
	James Brown		James Brown
	586-991-0054		586-991-0054
	jbrown@cannonequip.com		jbrown@cannonequip.com
CURRENT CONTRACTOR	CV0043297	NEW CONTRACTOR	CV0043297
	Cannon Engineering & Equipment		
	51761 Danview Tech		
	Shelby Twp., MI 48315		
	James Brown		
	586-991-0054		
CURRENT CONTRACTOR	jbrown@cannonequip.com	NEW CONTRACTOR	
	*****3737		

STATE CONTACTS			
Program Manager	Scott Poyer	SW	Contract Administrator
	517-284-6448		
	poyers@Michigan.gov		
			Contract Administrator

CONTRACT SUMMARY			
AERIAL TOWERS FOR PURCHASE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2022	2 - 1 Year	June 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
P-Card	Direct Voucher (PRC)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 30, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,500,000.00	\$0.00	\$2,500,000.00		

Versalift
51761 DANVIEW TECH
SHELBY TWP., MI 48315
586-991-0054



QUOTATION

Customer: City of Owosso
Attn: Dan Humphreys
Email: Daniel.Humphreys@ci.owosso.mi.us
Phone: 517-763-9085
Address: 522 Milwaukee St, Owosso, MI 48867

Date: 8/14/2020

MI-DEAL # 071B7700166

FURNISH AND INSTALL

*****TO BE INSTALLED ON CUSTOMER SUPPLIED 2021 FORD F550 CAB CHASSIS

- W/84" CA,
- GAS ENGINE
- & AUTOMATIC TRANSMISSION
- PTO PROVISION
- REAR BACKUP CAMERA

1) VERSALIFT - T30-I

- Insulated 29 ft. 10 in. (9.1 m) telescopic aerial platform lift, including the items listed
- Lower controls on turret with standard rotary joint
- TruGuard™ dielectric isolating system with Right Hand single stick control. All control handles are isolated and Tested per ANSI 92.2 2015. The high resistive dielectric system is protected from direct environmental and job-related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages. Includes 180-degree platform rotator.
- One set of hydraulic tool outlets at platform with quick disconnect fittings. Includes pressure limit.
- Hydraulic bucket tilt/leveling with controls at bucket and turret
- Closed 24x30x42, 1 step to curb side
- Category C 46 KV and below
Platform liner 24x30x42 in.
- Manlift platform capacity of 350 lbs. (160 kg).
- Standard 46-1/4 in. tall pedestal
- 2017+ Ford F350/450/550 Gas Man 2 SPD Throttle (Auto Trans) idle/1200 rpm
- Backup pump for 12V chassis (Requires 1 slip ring)
- Lift throttle Insulated (required with 2-speed throttle control or priority flow control)
- Start/stop 12V DC is standard (Requires 1 slip ring)
- Collector ring, 3-pass
- Extra operator's manual and service manual (in English)

51761 Danview Tech
Shelby Twp, MI 48315

- Tubular rubber platform support 5 in. high
- Full body harness and lanyard (extra-large) ARC Flash Rated
- Ford red in color (paint code needed at time of order)

1) CLASSIC II READING SERVICE BODY

- Standard Open Cargo Area
- Body Material A60 Steel
- Body Length 132"
- Body Width DW
- Body Height Standard Height - 40"
- Body Understructure 132 DW Universal
- Floor Type 10 GA PGD
- Light Hole Options 1 Light Rectangular Layout
- Tailgate Options Less Tailgate
- Lock Options Stainless Steel Rotary Lock
- Roadside Fuel Fill Cutouts Rear Fuel Fill
- LED Compartment Flex Lighting
- Finish Color Ford Red (paint code needed at time of order)
- Undercoat YES
- First Compartment RS 2 Shelves
- Second Compartment RS 1 Shelf
- Horizontal Compartment RS No Shelves
- Rear Compartment RS 1 Shelf
- Rear Compartment CS 1 Shelf
- Horizontal Compartment CS No Shelves
- Second Compartment CS 1 Shelf
- First Compartment CS 2 Shelves
- Divider Quantity 20 Dividers DW
- **OPTION : FURNISH AND INSTALL (1) 3" HIGH GRIP-N-GLIDE DRAWER ON GRANT SLIDES WITH (3) ADJUSTABLE DIVIDERS IN HORIZONTAL COMPARTMENT - ROADSIDE AND CURBSIDE**
- **OPTION : INCORPORATE A 24" DEEP PLATFORM EXTENSION AT REAR WITH INVERTED REAR CHANNEL**
- **OPTION: BUMPER, QUICK MOUNT, DW, RECESSED, POOCHED STEP, POWDER COATED**
- **OPTION: ADD GRIP STRUT STEP BELOW BUMPER, PASSENGER SIDE**
- **OPTION: ADD POOL STYLE HANDEL TO REAR PASSENGER SIDE FROM BACK OF SERVICE BODY TO PLATFORM**

1) Fire extinguisher and triangle kit

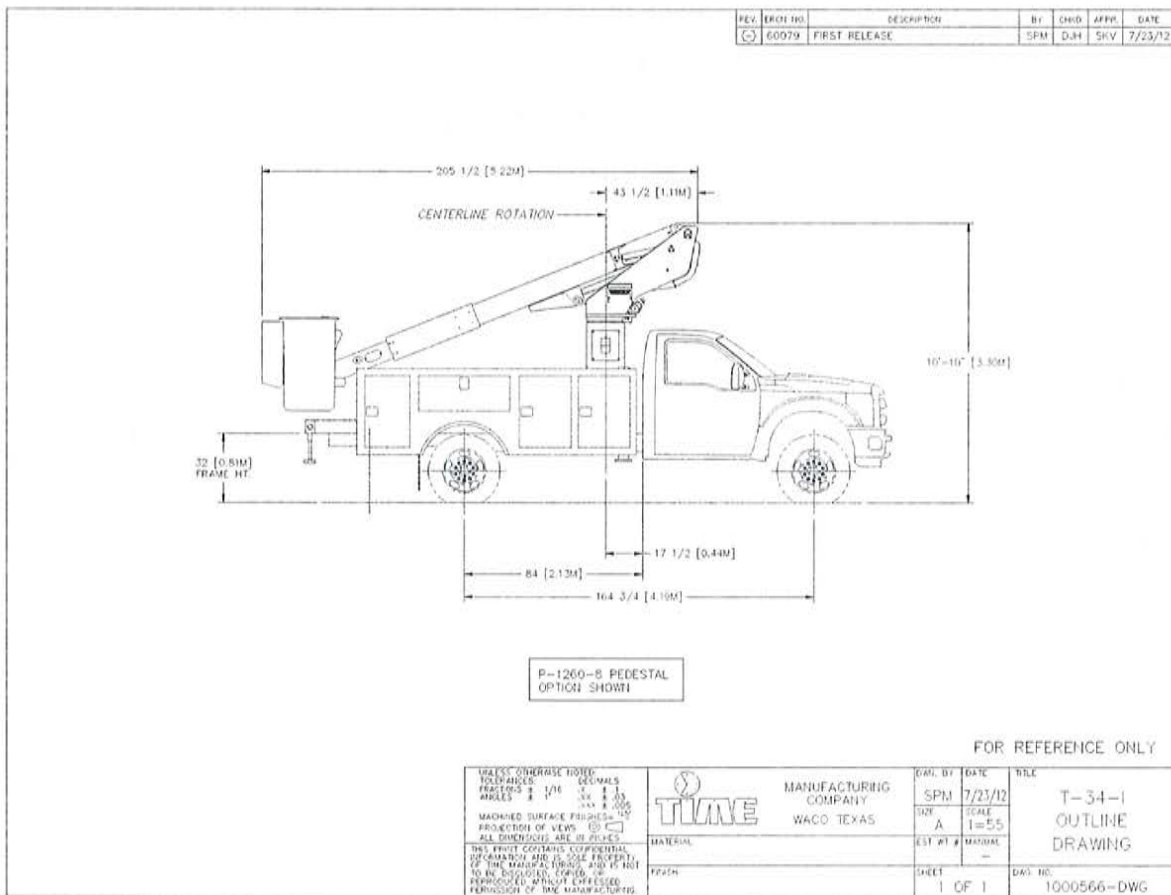
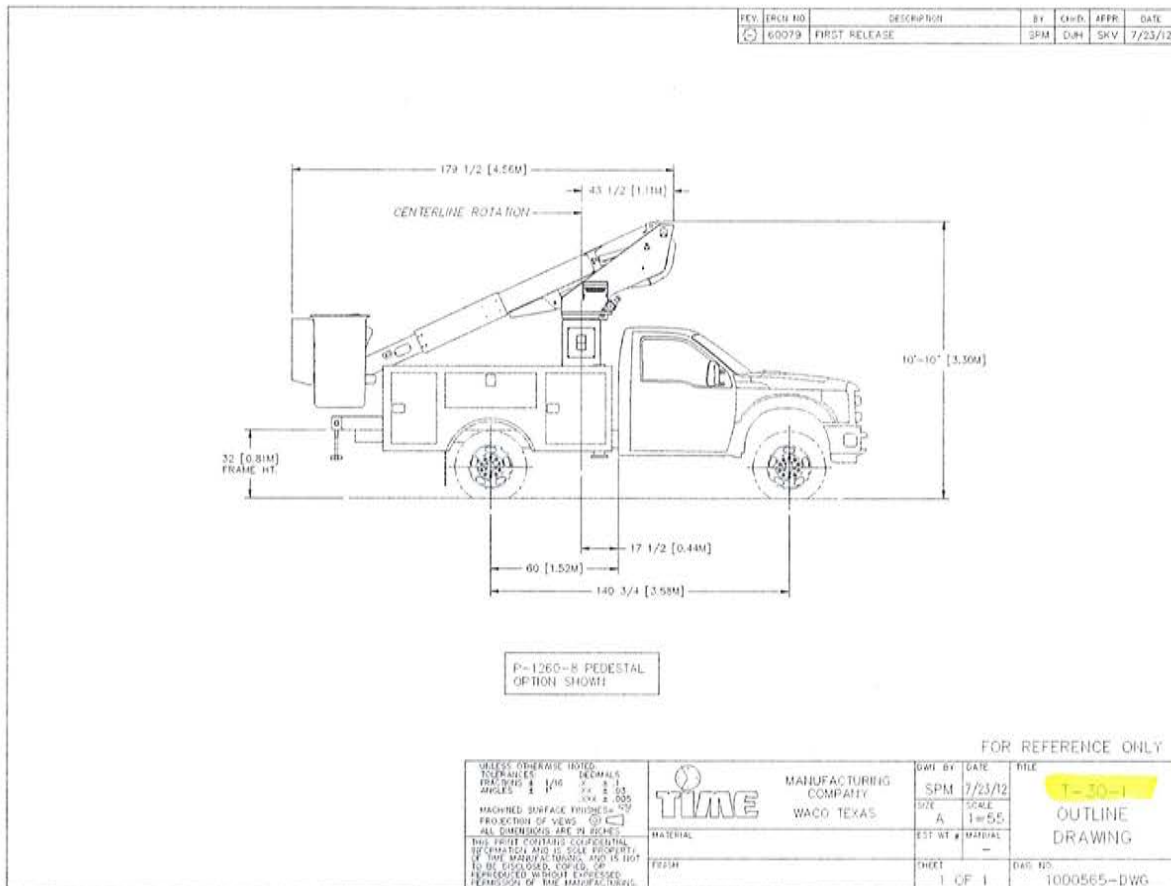
1) Rear torsion bar and ballast as needed

1) MUNICIPLE BUYERS STROBE LIGHT PACKAGE

- Two (2) amber/green strobes mounted in rear of body
- Two (2) amber/green grill strobes mounted one each on drivers and passenger side of body (location TBD) with guard to shield from reflection in mirrors
- Two (2) lo profile 360 amber/green strobes one mounted on top of cab the other mounted rear top of body, passenger side

TOTAL.....\$59,602.00

51761 Danview Tech
Shelby Twp, MI 48315



T-30-I DIMENSIONAL SPECIFICATIONS**Based on 40 in. (1.02 m) Frame Height, all Dimensions Nominal**

Horizontal Reach	20 ft. 3 in. (6.2 m)
Maximum Platform Capacity (varies with installation and jib/winch)	600 lbs. (272 kg)
Jib Capacity (varies with boom position)	1000 lbs. (454 kg)

With 46.25 in. (1.17 m) Tall Pedestal (Standard)

Height to Bottom of Platform	29 ft. 10 in. (9.1 m)
Working Height	34 ft. 10 in. (10.6 m)
Stowed Travel Height	11 ft. 6 in. (3.5 m)
Weight of Lift	2,300 lbs. (1040 kg)

With 52.25 in. (1.33 m) Tall Pedestal (6 in. taller)

Height to Bottom of Platform	30 ft. 4 in. (9.3 m)
Working Height	35 ft. 4 in. (10.8 m)
Stowed Travel Height	12 ft. 0 in. (3.7 m)
Weight of Lift	2,320 lbs. (1050 kg)

With 58.25 in. (1.48 m) Tall Pedestal (12 in. taller)

Height to Bottom of Platform	30 ft. 10 in. (9.4 m)
Working Height	35 ft. 10 in. (11.0 m)
Stowed Travel Height	12 ft. 6 in. (3.8 m)
Weight of Lift	2,340 lbs. (1060 kg)

With 64.25 in. (1.63 m) Tall Pedestal (18 in. taller)

Height to Bottom of Platform	31 ft. 4 in. (9.6 m)
Working Height	36 ft. 4 in. (11.1 m)
Stowed Travel Height	13 ft. (3.9 m)
Weight of Lift	2,360 lbs. (1070 kg)

Hydraulic System

Operating Pressure	3000 psi (207 bars)
Flow Rate	6 gpm (22.7 lpm)
Filtration	10 micron Pressure and Return 100 mesh Suction
System Type	Open Center
Power Source	PTO Pump

Boom Action

Outer/Inner Boom Travel	-25° to +85°
Inner Boom Extension	79 in. (2.0 m)
Rotation	360° Continuous.

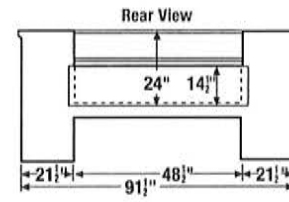
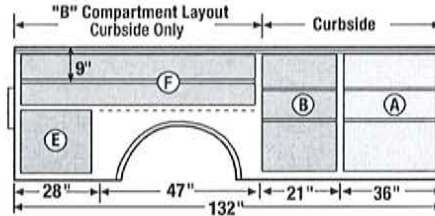
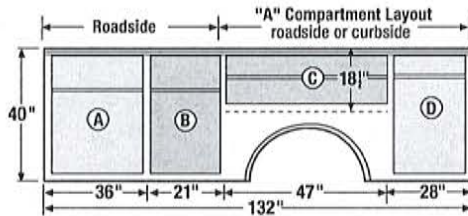
Insulation Gap

Upper Boom Fully Retracted	41 in. (1.0 m)
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Ambient Temperature Range for Structural Integrity -40°F (-40°C) to 125°F (52°C)

132 BODIES

Model	Approx. Wt.		Cab-to-Axle	Approx. Compartment Clear Door Openings					
	Steel	Alum.		A	B	C	D	E	F
U132-DW	1502 lbs.	893 lbs.	84"	27-1/2"x33-3/8"	17-1/2"x33-3/8"	45-1/2"x11-7/8"	22-1/2"x33-3/8"	22-1/2"x16-1/4"	71-1/2"x11-7/8"
SPACEMAKER MODEL									
US132-DW	1736 lbs.	997 lbs.	84"	27-1/2"x33-3/8"	17-1/2"x33-3/8"	45-1/2"x11-7/8"	22-1/2"x33-3/8"	22-1/2"x16-1/4"	71-1/2"x11-7/8"



Optional crane reinforcement available at added cost upon request. Reading also manufactures "Cranemaster" bodies which are specifically engineered for crane use. Capacity restrictions may apply.

Standard Shelf and Divider Equipment

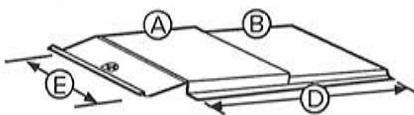
All shelves and dividers removable and adjustable.

STEEL SLIDING TOPS

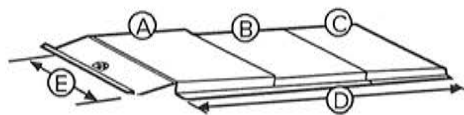
Model	For Body	Approx. Wt.		A	B	C	D	E
		Steel	Alum.					
ST-78	78SW	145 lbs.	80 lbs.	40-1/4"	37-1/4"	—	77-1/2"	50-7/8"
ST-98	98SW/DW	155 lbs.	86 lbs.	49-3/4"	47-3/4"	—	102"	50-7/8"
ST-108	108SW/DW	170 lbs.	95 lbs.	55-1/4"	52-1/4"	—	107-1/2"	50-7/8"
ST-108HD	HD-108	225 lbs.	—	55-1/4"	53-7/8"	—	107-1/2"	52-3/8"
ST-120HD	HD-120	350 lbs.	—	40-3/4"	40-3/4"	40"	119-3/4"	52-3/8"
ST-132HD	HD-132	370 lbs.	—	44-3/4"	44-3/4"	44"	131-3/4"	52-3/8"
ST-150HD	HD-150	410 lbs.	—	50-3/4"	50-3/4"	50"	149-3/4"	52-3/8"

- Available in two or three sections (depending on body size)
- Slides on full-length galvanized steel tracks
- Secured with a two-point positive action stainless steel T-handle lock

Models
ST78 – ST108HD
with Teflon Sliders



Models
ST120HD – ST150HD
with Roller Bearings



CONTRACT # 071B7700166 - AWARDED SPECIFICATIONS FOR PURCHASE

Spec #	EQUIPMENT MAKE & MODEL:	EQUIPMENT CATEGORY	Quoted Price	Hourly rate for training (per Schedule A, Statement of Work, section A.3.3)	DELIVERY Per mile from Contractor's nearest dealer location
4	VERSALIFT VST5000-103 / DAKOTA	AERIAL	\$110,100.00	\$0.00	\$1.50
5	VERSALIFT VST401 / DAKOTA/BOSS	AERIAL	\$102,001.70	\$0.00	\$1.50
6	VERSALIFT VST5000-103 / DAKOTA	AERIAL	\$105,523.50	\$0.00	\$1.50

NON-AWARDED SPECIFICATIONS FOR PURCHASE

1	VERSALIFT TMD50	AERIAL	\$171,078.00	\$0.00	\$1.50
2	VERSALIFT TEL29H / DAKOTA	AERIAL	\$59,558.10	\$0.00	\$1.50
2	VERSALIFT TEL29H / BRAND FX FIBERGLASS BODY	AERIAL	\$58,429.31	\$0.00	\$1.50
2	VERSALIFT TEL29H / DAKOTA	AERIAL	\$63,787.78	\$0.00	\$1.50
3	VERSALIFT VST4051 / DAKOTA BODY	AERIAL	\$81,910.79	\$0.00	\$1.50
3	VERSALIFT VST4051 / BRAND FX	AERIAL	\$88,764.34	\$0.00	\$1.50
3	VERSALIFT VST401 / DAKOTA BODY	AERIAL	\$80,397.03	\$0.00	\$1.50
6	VERSALIFT VST5000-103 / BRAND FX	AERIAL	\$130,176.60	\$0.00	\$1.50

Catalog Pricing For PURCHASE

Item #	EQUIPMENT MAKE & MODEL:	REFERENCE	EQUIPMENT CATEGORY	MSRP	% Discount Off MSRP	% Discount Off MSRP (All Set-up Fees Included)	Per mile from Contractor's nearest dealer location
1	VST5000 AERIAL (VERSALIFT) (SECTION I / PAGE 1-5)	See Schedule C2	AERIAL	\$147,286.25	20%	\$117,829.00	\$1.50
2	VST6000 AERIAL (VERSALIFT) (SECTION I / PAGE 6-8)	Pricing Pages	AERIAL	\$223,161.25	20%	\$178,529.00	\$1.50
3	VST47MH AERIAL (VERSALIFT) (SECTION I/PAGE 9-11)	See Schedule C2	AERIAL	\$107,738.75	20%	\$86,191.00	\$1.50
4	VST40EH (VERSALIFT) (SECTION I / PAGE 12-13)	Pricing Pages	AERIAL	\$64,516.25	20%	\$51,613.00	\$1.50
5	TEL29EH (VERSALIFT) (SECTION I / PAGE 14-15)	See Schedule C2	AERIAL	\$18,368.75	20%	\$14,695.00	\$1.50
6	T3400 (VERSALIFT) (SECTION I / PAGE 16-18)	Pricing Pages	AERIAL	\$95,961.25	20%	\$76,769.00	\$1.50
7	VO270 (VERSALIFT) (SECTION I / PAGE 19-22)	See Schedule C2	AERIAL	\$125,867.50	20%	\$100,694.00	\$1.50
8	VO260 (VERSALIFT) (SECTION I / PAGE 23-24)	Pricing Pages	AERIAL	\$104,711.25	20%	\$83,769.00	\$1.50
9	VST37EH (VERSALIFT) (SECTION I / PAGE 25-26)	See Schedule C2	AERIAL	\$78,635.00	20%	\$62,908.00	\$1.50
10	T449 (VERSALIFT) (SECTION I / PAGE 27-28)	Pricing Pages	AERIAL	\$98,331.25	20%	\$78,665.00	\$1.50
11	S98 SERVICE BODY (WARNER) (SECTION II / PAGE 29)	See Schedule C2	SERVICE BODY	\$7,385.00	20%	\$5,908.00	\$1.50
12	108 SERVICE BODY (WARNER) (SECTION II/PAGE 30)	Pricing Pages	SERVICE BODY	\$8,485.00	20%	\$6,788.00	\$1.50
13	132 SERVICE BODY (WARNER) (SECTION II/PAGE 31)	See Schedule C2	SERVICE BODY	\$10,075.00	20%	\$8,060.00	\$1.50
14	98 SERVICE BODY (READING) (SECTION II/PAGE 32)	Pricing Pages	SERVICE BODY	\$8,562.50	20%	\$7,170.00	\$1.50
15	108 SERVICE BODY (READING) (SECTION II/PAGE 33)	See Schedule C2	SERVICE BODY	\$9,315.00	20%	\$7,452.00	\$1.50
16	132 SERVICE BODY (READING) (SECTION II /PAGE 34)	Pricing Pages	SERVICE BODY	\$11,451.25	20%	\$9,161.00	\$1.50
17	CORRA 25HL (NEW WAY) (SECTION III/PAGE 35-36)	See Schedule C2	REFUSE BODY	\$136,119.00	20%	\$108,895.20	\$1.50



Warrant 595
December 15, 2020

Vendor	Description	Fund	Amount
Gould Law, PC	Professional services-11/10/20-12/14/20	General	\$10,267.40
Total			\$10,267.40



MEMORANDUM

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

DATE: December 15, 2020

TO: Mayor Eveleth and the Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

SUBJECT: Emergency Action Support Plan

RECOMMENDATION:

Recommend Council adopt the City of Owosso Emergency Operations Plan as proposed.

BACKGROUND:

According to the administrative rules "State Assistance to Counties and Municipalities" put forward by the Department of the State Police per the Emergency Management Act (PA 390 of 1976), a municipality with a population of 10,000 or more that has elected to be incorporated in the county emergency management program shall maintain a support plan in accordance with the current standard of that county's Emergency Action Guidelines. It shall contain the signature of the chief executive official of the municipality (as defined in the Act) and be forwarded to the county. This support plan must be approved and signed by the municipal executive at least every four years.

Attached is a resolution for the adoption of the updated plan and a copy of the support plan.

FISCAL IMPACTS:

It is hoped that any fiscal impacts the City would incur when dealing with an emergency situation will be positively affected by the clear and defined processes outlined in this Support Plan.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE APPROVAL OF
THE UPDATED EMERGENCY OPERATIONS SUPPORT PLAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Public Safety Department; and

WHEREAS, the City of Owosso Public Safety Department has opted to participate in the Shiawassee County Emergency Management Program; and

WHEREAS, State law requires municipalities with a population of 10,000 or more to maintain and file with the County a plan of support that is in accordance with the County's Emergency Action Guidelines at least every four years.

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

FIRST: The City of Owosso has elected to participate in the Shiawassee County Emergency Management Program.

SECOND: The attached City of Owosso Emergency Operations Plan provides a framework for the City to use in performing emergency functions before, during, and after emergent situations and is hereby approved.

THIRD: The mayor and city clerk are instructed and authorized to sign the attached document in support of the Shiawassee County Emergency Operations Plan.

EMERGENCY OPERATIONS PLAN

Owosso, Michigan



Supporting:

Shiawassee County Emergency Operations Plan

November 24, 2020

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Date: November 24, 2020

To all Recipients:

Transmitted herewith is the Emergency Operations Plan for the City of Owosso in support to the Shiawassee County Emergency Operations Plan. The plan provides a framework for the City to use in performing emergency functions before, during, and after a natural disaster, technological incident or a hostile attack.

This plan is adopted by the Owosso City Council under Resolution No. _____ dated _____ . It supersedes all previous plans.

City Mayor

Date

City Clerk

Date

PLAN DISTRIBUTION

The City of Owosso Emergency Operations Plan is provided to all municipal departments. Non-municipal departments may contact the Municipal Emergency Coordinator to obtain a copy of the plan. Additionally, this plan will also be provided to the Shiawassee County Emergency Management Program as support to the Shiawassee County Emergency Operations Plan.

AUTHORITY AND REFERENCES

State

- a. Act 390 of 1976, Michigan Emergency Management Act
- b. Michigan Emergency Management Assistance Compact

Local

- a. Shiawassee County Emergency Operations Plan
- b. City of Owosso NIMS Resolution, adopted October 2, 2006
- c. City of Owosso participates in county wide mutual aid agreement.

PLAN DEVELOPMENT AND MAINTENANCE

The municipal operations plan will be maintained in accordance with current standards of the Shiawassee County Emergency Operations Plan (EOP) and in accordance with municipal government. Deficiencies identified in exercises and actual use, or organizational changes will stimulate revisions to the plan as well. Revisions of the plan will be forwarded to all organizations/agencies assigned responsibilities in the plan. Directors of supporting agencies have the responsibility for maintaining internal plans, Standard Operating Guidelines (SOG), and resource data to ensure prompt and effective response to emergencies.

BASIC PLAN

1. PURPOSE

This operation plan has been developed to satisfy the requirements of the Michigan Emergency Management Act (P.A. 390, as amended) and to define the actions to be taken by the City of Owosso government to respond to various types of emergencies or disasters that affect the community. It provides a link to procedures that will be used by county government since the City of Owosso is part of the Shiawassee County Emergency Management Program. This plan is to be used in conjunction with the Shiawassee Emergency Operations Plan (EOP) / Emergency Action Guidelines (EAG)s.

2. SCOPE

This operation plan is a flexible document in which changes from the content of the plan may occur due to unique nature of emergencies. The plan and its annexes provide instructions for accomplishing assigned functions.

3. SITUATION AND ASSUMPTIONS

- A. The City of Owosso is located in the central part of the State of Michigan within Shiawassee County. The city's population is 15,186. The City is 5.23 square miles centrally located in mid-Michigan 35 miles from the City of Lansing the State Capital.
- B. The City of Owosso is subject to a variety of natural hazards. According to the county Hazard Vulnerability Analysis, the most likely and damaging of these include, but are not limited to: fires, flooding, storms, and tornadoes.
- C. Adjacent municipalities and other governments will render assistance in accordance with the provisions of intergovernmental and mutual aid support agreements in place at the time of the emergency.
- D. The City of Owosso has the capability and resources, which, if effectively employed, would minimize or eliminate the loss of life and damage to property in the event of an emergency or major disaster. When municipal resources are exhausted, the Shiawassee Emergency Management Agency will coordinate assistance and help satisfy unmet needs. Similarly, if the county requires additional assistance, it will call on mutual aid from adjacent counties or from the State of Michigan through the Michigan Emergency Management Assistance Compact (MEMAC). Ultimately, the State can ask other states through the Emergency Management Assistance Compact (EMAC) or the federal government for assistance in dealing with a major disaster or emergency.
- E. The City of Owosso Mayor or designee declares a local state of emergency and notifies the municipal Emergency Coordinator (EC) and the Shiawassee County Emergency Management Coordinator (EMC) of this decision.

4. CONCEPT OF OPERATIONS

- A. The City of Owosso is responsible for the protection of the lives and property of the citizens. It exercises primary supervision and control over the four phases of emergency management (mitigation, preparedness, response, and recovery) and activities within the municipality and in coordination with and support of Shiawassee Emergency Management.
- B. The City Manager is ultimately responsible for emergency management activities within the

boundaries of the jurisdiction. This position can delegate their authority, but never their responsibility. An Emergency Operation Center (EOC), located in the James Capitan Building, 149 E. Corunna Ave, Corunna Mi., has been designated by the municipality, and may be activated by the EC or the city manager during an emergency. The EOC will be staffed according to the level of emergency.

- C. This plan is based on the concept that the emergency functions assigned to the various groups, organizations, and individuals in this plan will parallel their normal day-to-day functions as closely as possible. The same personnel and material resources will be employed as much as possible in both normal and emergency functions.
- D. The EC and City Manager will develop mutual aid agreements with other municipalities within and outside of Shiawassee County for reciprocal emergency assistance as needed.
- E. Emergency response by the municipal government or its agents will follow procedures in support of the Shiawassee County Emergency Management Procedures.
- F. Public Safety agencies will respond and operate as required in accordance with the standards of the National Incident Management System (NIMS) as adopted under the Owosso City Council NIMS Resolution. This includes institutionalizing the Incident Command Structure (ICS) for all response disciplines at incident locations to provide for an efficient response operation as well as establishing an efficient public information system within the structure.
- G. Emergency response by the City of Owosso or its agents will follow procedures in support of the Shiawassee County Emergency Management Procedures.
- H. The City of Owosso will coordinate and support emergency incident and management through the development and use of integrated multi-agency coordination systems, which includes maintaining connectivity capability between incident command posts (ICP), 911 Centers, and Emergency Operations Centers.
- I. City of Owosso response personnel will be qualified to provide an adequate level of performance to continue the operations of the City and for public safety needs.

5. CONTINUITY OF GOVERNMENT

This plan is an all-hazards plan concerning all types of emergency situations. It deals with the activities that occur before, during, and after the emergency operations. These activities are accomplished by dividing emergency management activities into the following phases: mitigation, preparedness, response, and recover.

- A. Mitigation: Mitigation activities are any actions taken to prevent or reduce the occurrence of any emergency or risk to human life and property.
- B. Preparedness: Preparedness activities are any actions taken prior to the emergency that facilitates the implementation of a coordinated response.
- C. Response: Response activities are any actions taken immediately before, during or directly after an emergency to save lives, minimize damage to property, and increase effectiveness of recovery efforts. :
- D. Recovery: Recovery is the phase that involves restoring systems to normal conditions. Short-term recovery actions are taken to assess damage and reestablish vital life-support systems; long-term recovery actions may continue for years.

6. EMERGENCY ACTION LEVELS (National Weather Service)

- A. Watch – All emergency personnel placed on standby. (Conditions are favorable for severe weather)
- B. Warning – Partial activation of EOC by emergency management personnel. (Actual sighting, actually occurring).
- C. Impact – Full activation of EOC
- D. Recovery – Continued response activities as needed.

7. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The City of Owosso incident management operations will be conducted in Shiawassee County Emergency Operations Center. Operations will be in accordance with the National Incident Management System to ensure that adequate capabilities and resources are provided under a manageable span of control for incident operation needs. The management structure will consist of the City Manager or designee as the lead incident manager with subordinate agencies and personnel performing operational support tasks. Each agency required to provide support during emergency operations will conduct their duties to the best of their abilities which will derive from continuous training and participation in exercises. The following section provides the responsibilities and assignments that the selected agencies and personnel should address in supporting the City of Owosso emergency operations. Each will be required to report to the Shiawassee County Emergency Operation Center located at the James Capitan Center, 149 E. Corunna Ave, Corunna, Michigan 48817

A. INCIDENT MANAGER

City of Owosso City Manager / designee

- 1. Ensure incident management functions are in accordance with NIMS.
- 2. Ensure compliance with this plan and the Shiawassee County EOP, and any pertinent procedures and documents issued, which impact the provision of emergency services in the City of Owosso.
- 3. Issue local emergency declarations and notify the proper emergency management coordinators of this action.
- 4. Seek federal post-disaster funds if available.
- 5. Provide for continuity of operations.

City of Owosso Emergency Coordinator/Public Safety Chief

- 1. Prepares and maintains an emergency plan for the municipality subject to the direction of the elected officials; reviews and updates as required.
- 2. Coordinates EOC response and recovery operations.
- 3. Ensures appropriate personnel have completed NIMS and ICS training to enhance multi-discipline and multi-jurisdictional coordination.

4. Acts as a liaison with the Shiawassee County Emergency Management Director.

B. PUBLIC INFORMATION OFFICER

Public Information is responsible for interfacing with the public and media and/or with other agencies with incident related information. The Public Information Officer (PIO) develops accurate and complete information on the incident's cause, size, and current situation for internal and external needs.

1. Providing for the planning and dissemination of emergency information to the public.
2. Assists in implementing procedures for the communications and warning function.
3. Ensures ability to communicate between the municipality, field operations and the county EMA.
4. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.
5. Coordinating information with neighboring municipalities and the county.

C. OPERATIONS

The following departments are selected to provide incident management support in their functional area to emergency operations. These departments provide support to all disaster and emergency types no matter the cause, size or location of the incident and in accordance to NIMS standards. In addition, each will develop and maintain its own Standard Operating Guidelines (SOG), to provide the steps in completing functions and tasks.

Public Safety- Fire Department

1. In cooperation with the city Emergency Coordinator, develops and maintains the Implementing Procedures for the Fire & Rescue function.
2. Assists in the development, review and maintenance of the Shiawassee County EOP.
3. Coordinates fire and search and rescue services with appropriate personnel at the County Emergency Management Agency.
4. Assumes primary responsibility for emergency alerting of the public.
5. Advises the Municipal Emergency Coordinator about fire and rescue activities.
6. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.

Public Safety-Police Department

1. In cooperation with the city Emergency Coordinator, develops and maintains procedures for the Police Services function.
2. Assists in the development, review and maintenance of the Shiawassee County EOP.

3. Coordinates security and law enforcement services; with appropriate personnel at the County Emergency Operations Center.
4. Provides traffic and access control in and around affected areas.
5. Assists with emergency alerting and notification of threatened population.
6. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.

Public Safety- Ambulance Service

1. In cooperation with the city Emergency Coordinator, develops and maintains the Implementing Procedures for the Health/Medical Services function.
2. Assists in the development, review and maintenance of the EOP.
3. Coordinates emergency medical activities within the municipality, and with appropriate personnel from the County Emergency Management agency.
4. Coordinates institutional needs for transportation if evacuation or relocation becomes necessary for hospitals, nursing homes, day care and adult care facilities.
5. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.

City of Owosso Public Works Department

1. Restore vital facilities and public utilities.
2. Provide traffic and access control equipment;
3. Assist in establishing alternate evacuation routes.
4. Provide for damage assessment for public property and certain non-profit organizations.
5. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.
6. Coordinate or direct the protective actions and restoration of public utilities and municipal facilities.

D. PLANNING

Planning is responsible for collecting, evaluating, disseminating tactical information pertaining to the incident.

City of Owosso Community Development Department

1. Collects, evaluates and provides information about the incident.
2. Determines need for resources and maintains status of resources.
3. Assists in reviewing and updating the operation plan.

4. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.

E. LOGISTICS

Logistics provides the support needs for the incident, including providing facilities, transportation, supplies, equipment maintenance and fueling, food service, communications, and medical services for incident personnel.

Should City of Owosso resources become exhausted, requests will be made for assistance from other local jurisdictions, higher levels of government, and other agencies in accordance with existing mutual aid agreements and understandings and the Shiawassee County Emergency Operations.

City of Owosso Finance Department

1. Provides materials, services and facilities in support of the emergency;
2. Develops procedures for rapidly ordering supplies and equipment and to track their delivery.
3. Provides proper record keeping of expenditures and obligations in emergency operations.
4. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning, and procedures.

City of Owosso Engineering Department

1. Coordinate provision of equipment and supplies from public and private sources and maintain resource lists and contacts.
2. Identify and train personnel to assist in the development of damage assessment reports.
3. Make situation and damage reports to the EMC and assist in the assessment of damage by local, state or county teams.
4. Attends training and workshops to maintain proficiency and currency in emergency management and emergency response, planning and procedures.

F. FINANCE/ADMINISTRATION

Finance/administration handles the need for financial, reimbursement (individual and agency or department), and/or administrative services to support incident management activities.

City of Owosso City Manager / designee

1. Authority to order any emergency purchase and/or authorize the contracting of any emergency services required.
2. Augment personnel to fill response shortfalls.

City of Owosso Finance Department

1. Maintains oversight of all financial and cost analysis activities associated with the emergency.
2. Tracks costs and personnel time records.
3. Coordinate with state and local mutual aid agreements to properly reimburse for expenses.

8. COMMUNICATION

Existing communications systems available to each agency will be used during emergency operations. Telephones, regular and cell phone will be considered the primary direction and control communications. Two-way radios will be used in the direction and control of operations where the use of the telephone is neither possible nor convenient. In accordance with the NIMS, common terminology will be used instead of coded language when communicating amongst agencies.

APPENDIX A

ACRONYMS

ALS	Advanced Life Support
DOC	Department Operations Center
EMA	Emergency Management Agency
EMAC	Emergency Management Assistance Compact
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FOG	Field Operations Guide
GIS	Geographic Information System
HAZMAT	Hazardous Material
HSPD-5	Homeland Security Presidential Directive-5
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IC or UC	Incident Command or Unified Command
IMT	Incident Management Team
JIS	Joint Information System
JIC	Joint Information Center
LNO	Liaison Officer
MEMAC	Michigan Emergency Management Assistance Compact
NDMS	National Disaster Medical System
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NRP	National Response Plan
POLREP	Pollution Report
PIO	Public Information Officer
PVO	Private Voluntary Organizations
R&D	Research and Development
RESTAT	Resources Status
ROSS	Resource Ordering and Status System
SDO	Standards Development Organizations
SITREP	Situation Report
SO	Safety Officer
SOG	Standard Operating Guideline
UC	Unified Command
US&R	Urban Search and Rescue

APPENDIX B

GLOSSARY

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, and ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

Assignments: Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

Assistant: Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

Assisting Agency: An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

Available Resources: Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

Branch: The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

Chain of Command: A series of command, control, executive, or management positions in hierarchical order of authority.

Check-In: The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

Chief: The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

Command: The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

Command Staff: In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

Common Operating Picture: A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

Communications Unit: An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

Cooperating Agency: An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

Coordinate: To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

Deputy: A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

Dispatch: The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

Division: The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

Emergency: Absent a Presidential declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Operations Centers (EOCs): The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

Emergency Operations Plan: The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards. **Emergency Public Information:** Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

Emergency Response Provider: Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Event: A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

Federal: Of or pertaining to the Federal Government of the United States of America. **Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

General Staff: A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

Group: Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division)

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Incident: An occurrence or event, natural or human-caused that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Action Plan (IAP): An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

Incident Command Post (ICP): The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The IC and appropriate Command and General Staff personnel assigned to an incident.

Incident Objectives: Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

Initial Action: The actions taken by those responders first to arrive at an incident site.

Initial Response: Resources initially committed to an incident.

Intelligence Officer: The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

Joint Information Center (JIC): A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

Joint Information System (JIS): Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison: A form of communication for establishing and maintaining mutual understanding and cooperation.

Liaison Officer: A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Logistics: Providing resources and other services to support incident management.

Logistics Section: The section responsible for providing facilities, services, and material support for the incident.

Major Disaster: As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Management by Objective: A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

Mitigation: The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations (Federal, State, local, and tribal) for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

Multi-agency Coordination Entity: A multi-agency coordination entity functions within a broader Multi-agency Coordination System. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

Multi-agency Coordination Systems: Multi-agency Coordination Systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of Multi-agency Coordination Systems include facilities, equipment, emergency operation centers (EOCs), specific multi-agency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

Multi-jurisdictional Incident: An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual-Aid Agreement: Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

National Disaster Medical System: A cooperative, asset-sharing partnership between the U.S. Department of Health and Human Services, the U.S. Department of Veterans Affairs, the U.S. Department of Homeland Security, and the U.S. Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

National Incident Management System: A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; Multi-agency Coordination Systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

National Response Plan: A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

Nongovernmental Organization: An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

Operations Section: The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

Personnel Accountability: The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

Planning Meeting: A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

Planning Section: Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

Preparedness: The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

Preparedness Organizations: The groups and fora that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

Prevention: Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector: Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).

Processes: Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

Public Information Officer: A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Publications Management: The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

Qualification and Certification: This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

Reception Area: This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

Recovery: The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private sector, non-governmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post-incident reporting; and development of initiatives to mitigate the effects of future incidents.

Recovery Plan: A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Resource Management: Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

Resources Unit: Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Safety Officer: A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

Section: The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

Span of Control: The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

Staging Area: Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

State: When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Strategic: Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel.

Strategy: The general direction selected to accomplish incident objectives set by the IC.

Supporting Technologies: Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

Task Force: Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

Technical Assistance: Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

Terrorism: Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

Threat: An indication of possible violence, harm, or danger.

Tools: Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

Tribal: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Type: A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

Unified Area Command: A Unified Area Command is established when incidents under an Area Command are multi-jurisdictional. (See Area Command.)

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross-political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

Unit: The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

Unity of Command: The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

Volunteer: For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See, e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.



MEMORANDUM

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

DATE: December 11, 2019

TO: City Council

FROM: Glenn M. Chinavare, Director Public Services & Utilities

SUBJECT: Proposed Water & Sewer Charges & Miscellaneous Water Service Charges for 2021

RECOMMENDATION:

Adoption of revised water and sewer connection charges and miscellaneous charges beginning January 1, 2021.

BACKGROUND:

The proposed charges as attached reflect current market pricing for year ending 2020. The last update was effective October 1, 2019, approved by city council on September 16, 2019.

Water and Sewer Connection Charges (Resolution No.1)

- Water and Sewer System Charge revisions hereby requested are:

Item I. (c): Added Note clarifying waiver of fees for new construction Osburn Lakes lots.

Item II. (c): Added Note clarifying waiver of fees for new construction Osburn Lakes lots.

Item III. (Table I): Added 10" meter to system charges

- Miscellaneous Water Service Charges revisions hereby requested are: (Resolution No.2)

Item VII. (a) & (b): Increased Customer Deposits from \$225.00 to \$245.00 to reflect water & sewer rate increase, and to maintain a minimum requirement based on historical delinquent accounts.

All other charges applicable to Resolutions (1) and (2) are consistent with cost of services provided and market rates. No further increases recommend at this time.

FISCAL IMPACTS:

These charges are necessary to recoup material and labor costs, and to maintain reserve system capacity connection charges in accordance with best business practices, regulatory and American Water Works Association standards.

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

Attachment/s: (1) Resolution for Water & Sewer Connection Charges
(2) Resolution for Miscellaneous Water Service Charges

RESOLUTION NO.

ESTABLISHMENT OF WATER AND SEWER CONNECTION CHARGE POLICIES EFFECTIVE JANUARY 1, 2021

WHEREAS, the city of Owosso owns and operates water and wastewater utilities;

Whereas, the city of Owosso must have policies and water and sewer connection charges in addition to the basic rates pursuant to the *Code of Ordinances of the City of Owosso, Michigan* Sec. 34-67 (Water service connections, connection charges), and Sec. 34-144 (sewer connection charges);

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

FIRST: The city council hereby adopts the following connection charges for the water utility which shall become effective January 1, 2021.

SECOND: That any policies previously adopted which conflict with the provisions of the following policies and services are hereby repealed.

WATER AND SEWER CONNECTION CHARGES

Water and sewer connection charges for new or increased size services are a combination of the applicable charges appearing below. The Director of Public Services & Utilities shall verify the applicable charges before approving an application for service. The applicant shall provide adequate information concerning water and sewer service requirements for the determination of service size.

I. Water Service Line Charges

- a) Option 1 - Contractor for owner provides all excavation, backfill and surface restoration. City performs tap and installs water service from main to curb stop and provides meter for interior installation. (SFR = single family residence) (DI = Ductile Iron Water Main) (PVC = C900 Water Main).

1" SFR Service DI	\$1,315 (1" tap, 1" corp, 1" copper to curb stop, curb stop, curb box, 5/8" meter)
1" SFR Service DI	\$1,355 (1" tap, 1" corp, 1" copper to curb stop, curb stop, curb box, 3/4" meter)
1" SFR Service PVC	\$1,410 (1" tap, 1" saddle, 1" copper to curb stop, curb stop, curb box, 5/8" meter)
1" SFR Service PVC	\$1,450 (1" tap, 1" saddle, 1" copper to curb stop, curb stop, curb box, 3/4" meter)

Other services: If meter pit, add \$125.00 parts and labor.

- b) Option 2 – City provides excavation, backfill and surface restoration, including street patch, from tap to curb stop, and/or when service line is installed by boring or directional drilling. This option is generally only available for in city customers.

1" SRF Service DI	\$3,525 (1" tap, 1" copper to curb stop, 5/8" meter)
1" SRF Service DI	\$3,565 (1" tap, 1" copper to curb stop, 3/4" meter)
1" SRF Service PVC	\$3,620 (1" tap, 1" copper to curb stop, 5/8" meter)
1" SRF Service PVC	\$3,660 (1" tap, 1" copper to curb stop, 3/4" meter)

Other services: If meter pit, add \$125.00 parts and labor.

- c) Option 3 – Connection to existing water service stub (at property line), if stub was provided at City cost (such water service stubs are typically installed during new street and/or water main construction).

1" SRF Service	\$1,250.00 (5/8" meter, MTU, meter horn, curb box, material, labor, equipment, all fees)
1" SRF Service	\$1,285.00 (3/4" meter, MTU, meter horn, curb box, material, labor, equipment, all fees)
1" SRF Service	\$1,365.00 (1.0" meter, MTU, meter horn, curb box, material, labor, equipment, all fees)

Note: Above fees previously included in lot price for Osburn Lakes Development

- d) Additional charges if applicable:

Meter pit (for 3/4" to 1" services) \$125 (parts and labor when interior meter set is not feasible)

Winter construction surcharge	\$300 (applicable generally between December 15 to March 15 to cover additional costs related to frost excavation and extended street patch maintenance prior to final patch)
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II. Sewer Service Line Charge

- a) Option 1 - Contractor for owner provides all excavation, backfill and surface restoration

4" or 6" service \$330 (parts and labor covers sewer wye or saddle tap by city)

- b) Option 2 – Connection to existing sewer service stub to vacant lot, if stub was provided at City cost (such stubs are typically done prior to street construction).

4" or 6" service \$1,000

Note: Above fees previously included in lot price for Osburn Lakes Development

III. Water & Sewer System Charges

System Charges as provided in the table below account for water or sewer system reserve capacity provided for new customers but financed at system expense.

Out of Town Water System Charges apply to retail customers outside the Owosso City Limits unless otherwise provided in an agreement between the City and the respective municipality. City Sewer System Charges do not apply to out-of-town water services. The respective Township regulates sewer service connections in their jurisdiction and their sewer charges thus apply.

Sewer System Charges do not apply to separate water only metered services such as irrigation, fire sprinkler service, or approved industrial applications where the water used does not go to a wastewater system.

A residential duplex served by a single service line and meter shall have a minimum meter size of ¾". Determination of appropriate meter size for other larger services is subject to review and approval by the Director of Utilities prior to acceptance of the application for service. That review shall be based on the user's demand potential and generally accepted practices for sizing water meters based on expected average and peak flow rates. Generally, the meter size shall be reduced no more than one standard size from the size of the water line (e.g. a 1.5" meter is acceptable with a 2" service line).

When an existing water service is enlarged or replaced with a larger water service due to an expansion of the customer's water demand, the Water and Sewer System charges shall be charged based on that for the new meter size minus that for the existing water meter size. There is no credit or rebate on reduction of meter size. In the event a new connection is made to up-size the service line (for example 6" to 8") and the meter size remains the same, no additional system charges will be assessed.

WATER AND SEWER SYSTEM CHARGE TABLE I

Potable Water Service Meter Size	Water System Charge		Sewer System Charge
	In Town	Out of Town	In Town
5/8"	\$400	\$600	\$400
3/4"	\$600	\$900	\$600
1"	\$1,000	\$1,500	\$1,000
1.5"	\$2,000	\$3,000	\$2,000
2"	\$3,200	\$4,800	\$3,200
3"	\$6,000	\$9,000	\$6,000
4"	\$10,000	\$15,000	\$10,000
6"	\$20,000	\$30,000	\$20,000
8"	\$32,000	\$48,000	\$32,000
10"	\$46,000	\$69,000	\$46,000

FIRE SERVICE LINE CHARGES TABLE II

4"	\$	1,000	\$	1,500
6"	\$	2,000	\$	3,000
6" with pump	\$	4,000	\$	6,000
8"	\$	4,000	\$	6,000
8" with pump	\$	6,000	\$	9,000
10"	\$	6,000	\$	9,000
10" with pump	\$	8,000	\$	12,000
12"	\$	8,000	\$	12,000
12" with pump	\$	10,000	\$	15,000

IV. Water Main Assessment Charge (Out of City)

For properties outside the City, that were not assessed or did not pay in a comparable way for the installation of the water main abutting their property, a Water Main Assessment Charge (WMAC) shall be paid prior to connection. This assessment is currently applicable to the Charter Townships of Owosso and Caledonia. Caledonia Charter Township opted out of the WMAC effective October 6, 2011, and then reinstated the charges beginning January 1, 2019.

Owosso Township cost per front linear foot of property		Minimum	Maximum
Water (residential)	\$15	\$900	\$3,000
Water (commercial or industrial)	\$20	\$2,000	
Caledonia Township cost per front foot of property			
Water (all accounts)	\$35	None	None

For corner lots the assessment applies only to the frontage abutting the water main to be used for the service connection.

Water Main Assessment Charge revenue shall be dedicated and restricted to a replacement fund to be used for water main replacements in the respective Township.

V. Meter Service Line Charge

These charges apply in cases where only the cost of meter installation is required for a new water meter and account. The charge includes costs of water meter, meter transmission unit (MTU), couplings/horn, service vehicle, one-hour meter installation and inspection, permit fee, and administration fee for 5/8", 3/4", and 1" meters only. A licensed plumber may be required to make interior piping changes.

5/8" meter	\$455	1.0" meter	\$560
3/4" meter	\$485		

Meters larger than 1" will be charged at actual cost and be installed by a licensed contractor.

RESOLUTION NO.

ESTABLISHMENT OF MISCELLANEOUS WATER POLICY AND SERVICE CHARGES
EFFECTIVE JANUARY 1, 2021

WHEREAS, the city of Owosso owns and operates water and wastewater utilities;

Whereas, the city of Owosso must have policies and service charges in addition to the basic rates pursuant to the *Code of Ordinances of the City of Owosso, Michigan* Sec. 34-79. Additional regulations and Sec. 34-81 Rules, regulations and fees;

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

FIRST: The city council hereby adopts the following policies and service charges for the water utility which shall become effective January 1, 2021.

SECOND: That any policies previously adopted which conflict with the provisions of the following policies and services are hereby repealed.

I. Service Costs – Customer Request for Turn-on/off of Water Service

- a. There shall be no service charge for routine turn-on or turn-off of a water service during normal working hours or for an emergency after-hours call. Normal work hours are 7:00 a.m. to 3:30 p.m. Monday-Friday excluding holidays. An emergency is a situation such as a ruptured water service line that would result in significant loss of water and/or property damage and is not due to negligence or fault of the customer.
- b. A \$30.00 service charge shall apply for return appointments during normal work hours when required by the customer's failure to keep a previous service appointment. (Note: A water service will not be turned on unless a responsible person is present who can verify that there are no leaks in the internal plumbing.)
- c. A \$30.00 service charge shall no longer apply for seasonal meter turn-on and account activation (during normal working hours only). Quarterly Readiness to Service charges shall continue to be billed.
- d. A \$60.00 service charge shall apply for after-hours, non-emergency customer-requested and scheduled service calls up to one hour in duration. After-hours service exceeding one hour and/or requiring more than one employee will be charged the actual cost.

II. Service Costs - Customer Request for RPZ (reduced pressure zone) Backflow Inspection

- a. Initial compliance inspections and noncompliance inspections are at no charge to the customer.
- b. If additional inspections are necessary, a \$30.00 re-inspection fee for each additional inspection will be added to the water bill.

III. Service Costs - Nonpayment of Water and/or Sewer Bills by Due Date

- a. A \$30.00 service charge shall be applied when payment is not received by the shut-off due date, and the past due account was added to the shut-off listing.
- b. An additional \$30.00 service charge shall be paid prior to turning on a water service, which was turned off for nonpayment, if such turn-on request would occur after 5:00 p.m. on a normal working day.
- c. A \$25.00 service charge shall be paid for returned payments (for any reason), for account holders having insufficient funds. A \$35.00 service charge shall be paid if the returned payment amount is not repaid within seven days of notification.

IV. Water Service Permit

- a. A permit processing fee of \$30.00 will be required for all new services requested.

V. Hydrant Use Requests

- a. Contractors and special projects. A \$1,000 service charge will be required at time of permit application. This fee includes the minimum charge of \$50.00 for 5,000 bulk gallons of water, plus additional charges of \$10.00 per 1,000 gallons, or fraction thereof, consumed greater than the minimum quantity. Owosso water system personnel will attach a water meter and RPZ backflow preventer to the hydrant for contractor use. If the water meter and RPZ are returned in good operating condition, the contractor will receive a \$450.00 refund, less charges for additional water consumed greater than the minimum quantity. Hydrant meters will not be provided from December 1 and March 31, unless the contractor can provide acceptable protection of equipment during freezing temperatures.
- b. Resident pool filling. Minimum charge for the filling of pools is \$300.00, and includes the first 5,000 gallons of water. A \$10.00-per-1,000 gallons, or fraction thereof, will be charged after the first 5,000 gallons.

VI. Hydrant Flow Data Requests

- a. The charge for water distribution modeling data (average day psi, max day psi, peak hour psi, and available fire flow in gallons per minute/GPM @ residual pressure of 20 psi) is \$135.00.
- b. The charge for actual field flow data & psi testing will be \$270.00. This field work does not include providing distribution modeling data.

VII. Customer Deposits

- a. Deposit for in-city-of-Owosso tenant accounts is **\$245.00.**
- b. Deposit for all accounts outside the city of Owosso is **\$245.00.**



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

MEMORANDUM

DATE: 12/21/20

TO: City Council

FROM: Nathan Henne, City Manager
Cheryl Grice, Finance Director

SUBJECT: General City employees pay Increase request and
MML study pay increase request to meet minimum pay range

The FY2020-21 did not include a wage increase for the general city employees. Due to the uncertainty of the covid situation and its unknown impact on the economy, we budgeted very conservatively. At this time we would like to implement a 2% raise for these employees in January 2021. The increase reflects the city's commitment to providing competitive salaries for our employees.

We are also requesting that the balance of the MML study be implemented. The FY2020-21 budget only included 50% of the recommended increase to meet the minimum recommended pay range for 7 employees.

Fiscal Impact: Cost would come out of assigned fund balance.

	<u>2% Increase</u>	<u>MML Study Increase and Change (7 employees)</u>
General Fund	\$ 12,530	\$9,854
Other Funds	\$ 5,633	\$ 3,818

RESOLUTION NO.

**AUTHORIZING A PAY RAISE AND MINIMUM RECOMMENDED PAY RANGE
FOR GENERAL CITY NON-UNION EMPLOYEES
EFFECTIVE JANUARY 10, 2021**

WHEREAS, the city wishes to provide competitive salaries for its employees; and

WHEREAS, the city employed the Michigan Municipal League to conduct a wage study General City Non-Union employees and discovered that seven employees did not meet the minimum recommended pay range; and

WHEREAS, the Owosso City Council adopted the 2020-2021 budget on June 1, 2020; and

WHEREAS, said budget did not include a pay raise for General City Non-Union Employees due to the unknown costs of the COVID-19 pandemic; and

WHEREAS, the cost of the pandemic has been less than anticipated to date.

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

FIRST: a 2% pay increase is hereby instituted for General City Employees, effective the first full pay period in January 2021.

SECOND: the wages of the seven underpaid employees be increased to meet the minimum recommended pay range as noted in the MML study effective the first full pay period in January 2021.

THIRD: funds shall come from the following accounts as noted:
General Fund \$22,384.00
Other Funds \$9,451.00



MEMORANDUM

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

DATE: December 1, 2020

TO: Mayor Eveleth and the Owosso City Council

FROM: Owosso Historical Commission

SUBJECT: OHC/CCM Contract for Executive Director

RECOMMENDATION:

Approve the Independent Contractor Agreement with Albert Martenis for Owosso Historical Commission Executive Director.

BACKGROUND:

In February, 2019 the OHC hired Mr. Martenis on an 11 month contract to serve as the Executive Director. That agreement has recently expired and the OHC would like to increase Mr. Martenis' pay and extend the contract term from 11 months to 18 months.

The Owosso Historical Commission (OHC) and Castle City Museums (CCM) Board's approval of the 17% increase from the previous contract was based on the fact that the Executive Director (ED) job description was expanded to include a dual role – that is, the ED will now be responsible for duties required for the success of both OHC and CCM. This scope increase follows the OHC vote at the 11/9/20 OHC meeting to have one set of members constitute both the OHC as well as the CCM Board. In addition, the OHC/CCM Board and the ED created and approved a list of income and fundraising plans that will that will tracked to assure the 17% increase (\$5000) on an annual basis will not draw down the OHC fund balance for the remainder of the 2020-2021 fiscal year or the 2021-2022 fiscal year.

The OHC/CCM Board's approval of the longer term contract was based on the fact that continuity in the ED role is especially critical over the next 18 months. Specifically and primarily, the every other year home tour fundraiser will happen in fall 2021 with expanded scope and activities, the millage funding Capital Improvement Plan spending will be in high gear for the next several months, new displays and experiences at the Castle with a plan to "keep them fresh" will be rolled out, the non-profit bylaws and policies will come on line starting in January 2021 with the attendant training and implementation knowledge that our current ED (Albert Martenis) has. Secondly, and in addition, the OHC/CCM Board has decided to do longer range planning to increase income and fundraising over the long term and believes that if the OHC/CCM Board's financial planning cycle is aligned to the City's financial planning cycle, the communication and commitment to agreed upon financial goals will be more efficient. The move to a fiscal year-based contract for the ED is a one-time event; the current plan is for contracts to be one year (July 1 to June 30 each year).

FISCAL IMPACTS TO CITY:

The City currently allocates \$40,000 to the OHC for FY 2020-21. That will remain unchanged until the next budget is adopted. It is unclear what the contribution to the OHC will be in future years.

RESOLUTION NO.

**RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
OWOSSO HISTORICAL COMMISSION, ALBERT MARTENIS, AND THE CITY OF
OWOSSO**

WHEREAS, the Independent Contractor Agreement between the OHC and Albert Martenis expires in December, 2020; and

WHEREAS, the OHC has approved another Independent Contractor Agreement with Mr. Martenis for 18 months at a rate of \$32,000 per year; and

WHEREAS, on July 1 , 2020 the City of Owosso has budgeted a contribution to the OHC for salaries and wages in the amount of \$40,000; and

WHEREAS, the City of Owosso has partnered with the OHC to manage certain historical city-owned properties; and

WHEREAS, the OHC is expected to balance and supplement their budget through fundraising activities.

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

FIRST: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Independent Contractor Agreement between the Owosso Historical Commission and Albert Martenis up to the amount of \$32,000 annually for a period of 18 months.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE
OWOSSO HISTORICAL COMMISSION/CASTLE CITY MUSEUMS
and
ALBERT MARTENIS III**

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is between Owosso Historical Commission (OHC) and Castle City Museums Board (CCMB), a Michigan municipal corporation and 501(c)3 non-profit organization respectively, both of which have a principal place of business at 301 West Main Street, Owosso, Michigan 48867, and Albert Martenis III, (“Albert”) a Michigan resident which has a principal residency at 718 W. Oliver, Owosso, MI 48867. For purposes of this Agreement, the combined OHC/CCMB will be referred to as “OHC”.

WHEREAS the OHC Board and Albert Martenis III, wish to enter into an independent contractor relationship pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. Term of Agreement.** This Agreement will become effective when signed by both parties; provided, however, that Albert acknowledges and agrees that this Agreement is subject to and conditional upon approval by a majority vote of the Owosso Historical Commission (“OHC”). This Agreement shall begin on 1-1-2021 and end on 6-30-2022 unless terminated prior to 6-30-2022 per Section 13 hereof.
- 2. Services to be Performed.** Albert agrees to provide the services of the Executive Director according to the OHC approved position description and OHC approved results/planning documents provided separately.
 - a. There will be bi-annual ED appraisals, led by the F&G Committee, and conducted by the OHC Chair.
 - b. The appraisal criteria will be the role/job description and the results/planning table line items.
 - c. Both the role/job description and the results/planning table may be updated during the term of this Agreement upon acceptance by of the OHC/CCM Board and the ED and so the role/job description and the results /planning table if effect at the time of the appraisal will be used for the appraisal.

3. Independent Contractor Status. The parties agree that Albert is an independent contractor, and that Albert is not deemed to be an employee of the City of Owosso (City). In his capacity as an independent contractor, Albert agrees to and represents the following:

- a. Albert has the right to perform services for third parties during the term of this Agreement, so long as they do not conflict with the duties that Albert is performing for the OHC hereunder.
- b. The services required hereunder must be performed to the satisfaction of the OHC; provided, however, that the means, manner, and method by which the services will be performed will be determined by the OHC-assigned functional supervisor.
- c. The services required by this Agreement shall be performed by Albert, and the OHC shall not hire, supervise, or pay any assistants to help Albert.
- d. Albert shall receive coaching and mentoring from the OHC-named functional supervisor in the professional skills necessary to perform the services required by this Agreement.
- e. Albert shall be required by the OHC to devote less than full time to the performance of the roles and services defined in the role description attached to this Agreement.

The parties acknowledge and agree that the OHC is entering into this Agreement with reliance on the representations made by Albert relative to his independent contractor status.

4. Payment. In consideration for all the services to be performed by Albert beginning 1-1-2021 and ending 12-31-2021, the City agrees to pay Albert the total sum of \$48,000.00 according to the following payment schedule: \$3800.00 on 1-1-2021 and \$2600.00 per month beginning on 2-1-2021 and ending on 6-1-2022.

The OHC will not:

- a. Withhold FICA (Social Security and Medicare taxes) from Albert's payments or make FICA payments on Albert's behalf, or
- b. Make state or federal unemployment compensation contributions on Albert's behalf or withhold state or federal income tax from Albert's payments.
- c. Albert is responsible for all taxes incurred while performing services under this Agreement.

5. Expenses, Materials, Services and Benefits. The OHC will provide Albert with workspace, office supplies, and such other services that the OHC determines are necessary for Albert to perform the services required hereunder. Albert shall be responsible for all other expenses relating to providing the services required under this Agreement and shall furnish all materials, equipment and supplies used to provide such services, including license fees, memberships and dues, uniforms and meals. Albert will not be entitled to reimbursement of out-of-pocket expenses relating to the services required under this Agreement unless reimbursement is approved in writing by the OHC Chairperson in advance.

6. Permits and Licenses. Albert represents that he has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

7. Fringe Benefits. Albert understands that he is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

8. Unemployment Compensation. The City shall make no state or federal unemployment compensation payments on behalf of Albert. Albert will not be entitled to these benefits in connection with work performed under this Agreement. If Albert files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Albert shall be deducted from and be an offset against the amount of compensation due and payable to Albert by the OHC under this Agreement.

9. Entire Agreement. This is the entire Agreement between Albert and the OHC. This Agreement may be modified only by a writing signed by both parties.

10. Applicable Law. This Agreement will be governed by the laws of the State of Michigan (but any provision of Michigan law shall not apply if the application of such provision would result in the application of the law of a state or jurisdiction other than Michigan).

11. Assignment and Delegation. Albert may not assign or subcontract any rights or obligations under this Agreement without the OHC's prior written approval. Albert may not designate anyone other than himself to perform the services required hereunder without the OHC's prior written consent.

12. No Partnership. This Agreement does not create a partnership relationship. Albert does not have authority to enter contracts on the OHC's behalf.

13. Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon thirty (30) days advance written notice. Upon termination, Albert will return all materials and equipment provided by the OHC under this Agreement.

14. Compliance with Other Agreements. Albert represents and warrants that the execution of this Agreement by it and its performance of its obligations hereunder will not conflict with, or result in the breach of any provision of, or the termination of, or constitute a default under, any agreement to which Albert is a party or by which Albert is or may be bound.

15. Nondiscrimination. The parties agree that this Agreement will not be interpreted or enforced in a manner,

which discriminates based on race, religion, sex, age, national origin, sexual orientation, or disability.

16. Binding Arbitration. Any controversy or claim arising out of or relating in any way to this Agreement shall be settled exclusively by arbitration administered by the American Arbitration Association (“AAA”) under its then-current National Rules for the Resolution of Employment Disputes, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This Agreement to submit to binding arbitration specifically includes, but is not limited to, all claims that this Agreement has been interpreted or enforced in a discriminatory manner. Arbitration shall take place at the AAA office located in Southfield, Michigan. The parties will share equally all administrative charges and arbitrators’ fees; provided, however, that, upon the conclusion of the arbitration, the arbitrator shall direct the losing party to reimburse the prevailing party for the prevailing party’s actual and reasonable expenses and attorney fees incurred in the arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Owosso Historical Commission

Signature: _____
David L. Acton, Commission Vice-Chairperson
Date: _____

Signature: _____
Albert Martenis III
Date: _____

ATTEST:

Signature: _____
Christopher Eveleth, Mayor, City of Owosso
Date: _____

Signature: _____
Amy Kirkland, Clerk, City of Owosso
Date: _____

From:	Building Department
To:	Owosso City Council
Report Month:	November 2020

Category	Estimated Cost	Permit Fee	Number of Permits
ACCESSORY STRUCTURES	\$0	\$50	1
COMMERCIAL EXTERIOR WALLS	\$1,650	\$145	1
DEMOLITION	\$0	\$180	1
Electrical	\$0	\$1,550	10
FENCE	\$0	\$0	1
FOUNDATION - RESIDENTIAL	\$54,000	\$1,410	6
FOUNDATION, COMMERCIAL	\$8,000	\$300	1
GARAGE, DETACHED	\$7,300	\$300	1
Mechanical	\$0	\$4,980	19
NON-RES. ADD/ALTER/REPAIR	\$40,000	\$397	1
Plumbing	\$0	\$210	2
PORCH	\$800	\$80	1
RES. ADD/ALTER/REPAIR	\$50,000	\$870	1
ROOF	\$39,453	\$680	7
ROW-ENG	\$0	\$0	1
ROW-UTILITY	\$0	\$30	1
SIGN	\$0	\$34	1
UTILITIES	\$0	\$0	12
VACANT PROPERTY REGISTRATION	\$0	\$200	2
WINDOWS	\$18,960	\$80	1
Totals	\$220,163	\$11,496	71

2019 COMPARISON TOTALS

November 2019 Totals

\$501,985 \$15,929 73

BUILDING PERMITS ONLY - 21

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
AUTO REP/JUNK VEH								
ENF 20-0905	711 WRIGHT AVE	LETTER SENT	CLOSED	10/30/2020	11/06/2020		11/06/2020	N
ENF 20-0933	735 W STEWART ST	INSPECTED PROPERTY	CLOSED	11/09/2020	11/23/2020		11/23/2020	Y
ENF 20-0935	222 N DEWEY ST	INSPECTED PROPERTY	CLOSED	11/09/2020	11/23/2020		11/23/2020	Y
ENF 20-0976	652 N WASHINGTON ST	INSPECTED PROPERTY	NO VIOLATION AT THIS TIME	11/20/2020	12/04/2020		12/04/2020	N
Total Entries				4				
BRUSH PILES								
ENF 20-0875	528 RIVER ST	LETTER SENT	CLOSED	10/26/2020	11/13/2020		11/13/2020	Y
Total Entries				1				
BUILDING VIOL								
ENF 20-0962	828 ALGER AVE	COMPLAINT LOGGED	CLOSED	11/13/2020	11/16/2020		11/17/2020	N
ENF 20-0967	831 ALGER AVE	COMPLAINT LOGGED	LETTER SENT	11/17/2020	11/30/2020	12/14/2020		N
ENF 20-0993	739 W STEWART ST	OBTAINED PERMIT	CLOSED	11/30/2020	11/30/2020		12/02/2020	Y
ENF 20-0988	916 FLETCHER ST	HOMEOWNER CALLED IN	EXTENSION GRANTED	11/24/2020	11/30/2020	05/12/2021		N
ENF 20-0985	914 FLETCHER ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/24/2020	11/30/2020	05/12/2021		N
ENF 20-0854	507 BRADLEY ST	CONTACT WITH CONTRACTOR	OBTAINED BLDG PERMIT	10/14/2020	10/28/2020		11/03/2020	VAC
ENF 20-0895	448 E MAIN ST	INSPECTED PROPERTY	CLOSED	10/28/2020	11/19/2020		11/19/2020	N
ENF 20-0909	1109 N WATER ST	HOMEOWNER CALLED IN	CLOSED	10/30/2020	11/23/2020		11/23/2020	N
ENF 20-0972	317 E WILLIAMS ST	HOMEOWNER CALLED IN	EXTENSION GRANTED	11/18/2020	11/18/2020	04/14/2021		N
ENF 20-0986	1321 HERMAN ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/24/2020	12/02/2020	12/23/2020		N
Total Entries				10				
DEAD TREE								

DEAD TREE

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0924	1413 DONALD ST	INSPECTED PROPERTY	CLOSED	11/06/2020	11/04/2020		11/06/2020	N
				Total Entries	1			
DOORS IN VIOLATION								
ENF 20-0915	332 N DEWEY ST	CONTACT WITH PROPERTY MANAGER	EXTENSION GRANTED	11/03/2020	11/03/2020	12/21/2020		N
				Total Entries	1			
GARBAGE & DEBRIS								
ENF 20-0965	1010 N DEWEY ST	LETTER SENT	2ND NOTICE SENT	11/17/2020	12/04/2020	12/14/2020		N
ENF 20-0966	1028 N DEWEY ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	11/17/2020	11/25/2020	12/16/2020		N
ENF 20-0929	501 ABBOTT ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/06/2020	11/23/2020	12/09/2020		N
ENF 20-0897	409 GROVER ST	LETTER SENT	CLOSED	10/29/2020	11/11/2020		11/11/2020	N
ENF 20-0952	508 GROVER ST	COMPLAINT LOGGED	LETTER SENT	11/12/2020	11/25/2020	12/08/2020		N
ENF 20-0981	536 N SHIAWASSEE ST	INSPECTED PROPERTY	CLOSED	11/23/2020	12/02/2020		12/04/2020	Y
ENF 20-0932	1600 W SOUTH ST	INSPECTED PROPERTY	2ND NOTICE SENT	11/09/2020	11/24/2020	12/14/2020		N
ENF 20-0957	728 W OLIVER ST	LETTER SENT	FINAL NOTICE	11/13/2020	11/23/2020	12/07/2020		N
ENF 20-0894	820 BRADLEY ST	LETTER SENT	CLOSED	10/28/2020	11/05/2020		11/05/2020	N
ENF 20-0918	726 BRADLEY ST	LETTER SENT	CLOSED	11/04/2020	11/13/2020		11/13/2020	Y
ENF 20-0893	813 BRADLEY ST	EXTENSION GRANTED	CLOSED	10/28/2020	11/16/2020		11/16/2020	N
ENF 20-0989	509 MILWAUKEE ST	COMPLAINT LOGGED	LETTER SENT	11/25/2020	11/25/2020	12/15/2020		Y
ENF 20-0992	607 FLETCHER ST	COMPLAINT LOGGED	CONTACTED PROPERTY OWNER	11/30/2020	11/30/2020	12/08/2020		N
				Total Entries	13			
GARBAGE CANS								
ENF 20-0902	827 BROADWAY AVE	INSPECTED PROPERTY	CLOSED	10/30/2020	11/12/2020		11/12/2020	N

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0950	831 BROADWAY AVE	LETTER SENT	CLOSED	11/12/2020	11/19/2020		11/19/2020	N
				<div>Total Entries2</div>				
GARBAGE/JUNK IN ROW								
ENF 20-0968	609 WOODLAWN AVE	LETTER SENT	CLOSED	11/17/2020	11/25/2020		11/25/2020	N
ENF 20-0901	622 WOODLAWN AVE	INSPECTED PROPERTY	CLOSED	10/30/2020	11/05/2020		11/05/2020	Y
ENF 20-0908	812 ADAMS ST	LETTER SENT	CLOSED	10/30/2020	11/09/2020		11/09/2020	Y
ENF 20-0980	514 W KING ST	COMPLAINT LOGGED	INSPECTION PENDING	11/23/2020	12/04/2020	12/11/2020		Y
ENF 20-0890	717 N WATER ST	INSPECTED PROPERTY	CLOSED	10/28/2020	11/04/2020		11/04/2020	N
ENF 20-0973	1115 LYNN ST	INSPECTED PROPERTY	CLOSED	11/18/2020	11/25/2020		11/25/2020	Y
ENF 20-0885	602 N DEWEY ST	INSPECTED PROPERTY	CLOSED	10/27/2020	11/03/2020		11/03/2020	N
ENF 20-0947	615 QUEEN ST	INSPECTED PROPERTY	CLOSED	11/11/2020	11/19/2020		11/19/2020	Y
ENF 20-0914	552 N DEWEY ST	LETTER SENT	CLOSED	11/03/2020	11/23/2020		11/23/2020	Y
ENF 20-0987	514 N DEWEY ST	COMPLAINT LOGGED	LETTER SENT	11/24/2020	12/03/2020	12/14/2020		N
ENF 20-0931	822 MILWAUKEE ST	INSPECTED PROPERTY	CLOSED	11/06/2020	11/12/2020		11/12/2020	N
ENF 20-0930	428 S LYON ST	LETTER SENT	CLOSED	11/06/2020	11/19/2020		11/19/2020	Y
ENF 20-0899	1020 N DEWEY ST	INSPECTED PROPERTY	CLOSED	10/29/2020	11/05/2020		11/05/2020	N
ENF 20-0926	914 N DEWEY ST	LETTER SENT	CLOSED	11/06/2020	11/23/2020		11/23/2020	Y
ENF 20-0927	917 N DEWEY ST	INSPECTED PROPERTY	CLOSED	11/06/2020	11/12/2020		11/12/2020	Y
ENF 20-0911	1207 DEVONSHIRE CT	INSPECTED PROPERTY	CLOSED	10/30/2020	11/03/2020		11/03/2020	Y
ENF 20-0928	516 GROVER ST	LETTER SENT	CLOSED	11/06/2020	11/19/2020		11/19/2020	Y
ENF 20-0955	700 WILTSHIRE DR	INSPECTED PROPERTY	CLOSED	11/13/2020	11/19/2020		11/19/2020	N
ENF 20-0900	720 HUNTINGTON DR	INSPECTED PROPERTY	CLOSED	10/30/2020	11/05/2020		11/05/2020	N
ENF 20-0956	1005 WILTSHIRE DR	LETTER SENT	CLOSED	11/13/2020	11/30/2020		11/30/2020	N

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0954	1225 N GOULD ST	INSPECTED PROPERTY	CLOSED	11/13/2020	11/19/2020		11/19/2020	N
ENF 20-0971	614 N HICKORY ST	LETTER SENT	CLOSED	11/18/2020	11/25/2020		11/25/2020	N
ENF 20-0953	301 GOODHUE ST	INSPECTED PROPERTY	CLOSED	11/12/2020	11/19/2020		11/19/2020	Y
ENF 20-0910	119 STRATFORD DR	LETTER SENT	CLOSED	10/30/2020	11/09/2020		11/09/2020	N
ENF 20-0921	820 N BALL ST	INSPECTED PROPERTY	CLOSED	11/04/2020	11/12/2020		11/12/2020	Y
ENF 20-0939	715 N WASHINGTON ST	COMPLAINT LOGGED	CLOSED	11/10/2020	11/09/2020		11/17/2020	Y
ENF 20-0938	415 E MASON ST	LETTER SENT	CLOSED	11/10/2020	11/25/2020		11/25/2020	N
ENF 20-0975	725 DIVISION ST	INSPECTED PROPERTY	CLOSED	11/19/2020	11/25/2020		11/25/2020	Y
ENF 20-0934	804 GRAND AVE	INSPECTED PROPERTY	CLOSED	11/09/2020	11/17/2020		11/17/2020	N
ENF 20-0880	419 HUGGINS ST	LETTER SENT	CLOSED	10/26/2020	11/05/2020		11/05/2020	N
ENF 20-0891	906 N HICKORY ST	INSPECTED PROPERTY	CLOSED	10/28/2020	11/04/2020		11/04/2020	N
ENF 20-0937	327 N HICKORY ST	INSPECTED PROPERTY	CLOSED	11/10/2020	11/17/2020		11/17/2020	Y
ENF 20-0940	328 N PARK ST	LETTER SENT	CLOSED	11/10/2020	12/02/2020		12/02/2020	Y
ENF 20-0883	634 N WASHINGTON ST	INSPECTED PROPERTY	CLOSED	10/26/2020	11/03/2020		11/03/2020	N
ENF 20-0994	116 E KING ST	COMPLAINT LOGGED	INSPECTION PENDING	11/30/2020	11/30/2020	12/08/2020		N
ENF 20-0944	623 N WASHINGTON ST	INSPECTED PROPERTY	CLOSED	11/11/2020	11/19/2020		11/19/2020	Y
ENF 20-0889	397 N CHIPMAN ST	INSPECTED PROPERTY	CLOSED	10/28/2020	11/04/2020		11/04/2020	Y
ENF 20-0916	702 N DEWEY ST	INSPECTED PROPERTY	CLOSED	11/03/2020	11/10/2020		11/10/2020	N
ENF 20-0884	625 E KING ST	INSPECTED PROPERTY	CLOSED	10/27/2020	11/03/2020		11/03/2020	N
ENF 20-0873	416 PRINDLE ST	LETTER SENT	CLOSED	10/22/2020	11/04/2020		11/04/2020	Y
ENF 20-0958	325 W STEWART ST	LETTER SENT	CLOSED	11/13/2020	11/23/2020		11/24/2020	Y
ENF 20-0942	1401 CARR ST	INSPECTED PROPERTY	CLOSED	11/03/2020	11/17/2020		11/17/2020	Y

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0978	115 W KING ST	PARTIALLY COMPLIED	INSPECTION PENDING	11/20/2020	11/30/2020	12/08/2020		Y
ENF 20-0863	631 N BALL ST	LETTER SENT	CLOSED	10/20/2020	11/04/2020		11/04/2020	N
ENF 20-0977	639 N BALL ST	HOMEOWNER CALLED IN	LETTER SENT	11/20/2020	12/04/2020	12/07/2020		N
ENF 20-0881	304 CORUNNA AVE	LETTER SENT	CLOSED	10/26/2020	11/04/2020		11/04/2020	Y
ENF 20-0919	906 BEEHLER ST	WO SUBMITTED	REF TO DPW	11/04/2020	12/02/2020		12/02/2020	N
ENF 20-0920	1114 BEEHLER ST	INSPECTED PROPERTY	CLOSED	11/04/2020	11/16/2020		11/17/2020	Y
ENF 20-0892	223 N LANSING ST	INSPECTED PROPERTY	CLOSED	10/28/2020	11/04/2020		11/04/2020	Y
ENF 20-0913	809 RIVER ST	LETTER SENT	CLOSED	11/03/2020	11/23/2020		11/23/2020	Y
ENF 20-0859	229 S CEDAR ST	COMPLAINT LOGGED	CLOSED	10/16/2020	11/16/2020		11/17/2020	COMM
ENF 20-0888	433 E EXCHANGE ST	LETTER SENT	CLOSED	10/28/2020	11/23/2020		11/23/2020	Y
ENF 20-0969	443 E MAIN ST	WO SUBMITTED	REF TO DPW	11/17/2020	12/04/2020		12/04/2020	N
ENF 20-0979	523 E EXCHANGE ST	INSPECTED PROPERTY	LETTER SENT	11/23/2020	12/04/2020	12/14/2020		N
ENF 20-0941	507 S CEDAR ST	INSPECTED PROPERTY	CLOSED	11/10/2020	11/17/2020		11/17/2020	N
ENF 20-0943	602 RYAN ST	INSPECTED PROPERTY	CLOSED	11/11/2020	11/19/2020		11/19/2020	N
ENF 20-0982	440 E HOWARD ST	CONTACT WITH OWNER	INSPECTION PENDING	11/24/2020	12/03/2020	12/10/2020		Y
ENF 20-0983	423 HURON ST	INSPECTED PROPERTY	CLOSED	11/24/2020	12/03/2020		12/03/2020	N
ENF 20-0951	703 CORUNNA AV	LETTER SENT	CLOSED	11/12/2020	11/19/2020		11/19/2020	Y

Total Entries	59
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HANDRAILS AND GUARDS REQUIRED

ENF 20-0580	215 N LANSING ST	HOMEOWNER CALLED IN	CLOSED	08/04/2020	11/03/2020		11/03/2020	N
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Total Entries	1
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MULTIPLE VIOLATIONS

ENF 20-0945	528 GARFIELD AVE	WO SUBMITTED	REF TO DPW	11/11/2020	11/19/2020		11/19/2020	Y
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Code Enforcement Activity

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0906	603 FRAZER AVE	LETTER SENT	CLOSED	10/30/2020	11/16/2020		11/16/2020	N
ENF 20-0371	611 FRAZER AVE	CONTACT WITH OWNER	OBTAINED BLDG PERMIT	06/22/2020	11/03/2020		11/04/2020	N
ENF 20-0974	1009 W MAIN ST	COMPLAINT LOGGED	REF TO POLICE	11/18/2020	11/23/2020	12/07/2020		COMM
ENF 20-0468	213 S LANSING ST	LETTER SENT	RESOLVED	07/10/2020	11/12/2020		11/12/2020	VAC
ENF 20-0823	715 N BALL ST	RECHECK	CLOSED	10/02/2020	10/30/2020		11/19/2020	N
ENF 20-0964	810 E EXCHANGE ST	DISMISSED	CLOSED	11/17/2020	11/16/2020		11/16/2020	N
ENF 20-0984	1024 RYAN ST	COMPLAINT LOGGED	LETTER SENT	11/24/2020	12/04/2020	12/14/2020		N
ENF 20-0923	916 MILWAUKEE ST	COMPLAINT LOGGED	INSPECTED PROPERTY	11/05/2020	11/24/2020	12/08/2020		Y
ENF 20-0912	1301 W MAIN ST	RESOLVED	CLOSED	11/03/2020	11/19/2020		11/19/2020	COMM
ENF 20-0176	510 RIVER ST	COMPLAINT LOGGED	CLOSED	03/19/2020	11/04/2020		11/11/2020	N
ENF 20-0876	209 N ELM ST	LETTER SENT	CLOSED	10/26/2020	11/18/2020		11/18/2020	N
ENF 20-0898	304 S OAK ST	LETTER SENT	CLOSED	10/29/2020	11/11/2020		11/11/2020	N
ENF 20-0936	616 E MASON ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/09/2020	11/25/2020	01/25/2021		Y
ENF 20-0904	850 BROADWAY AVE	EXTENSION GRANTED	CLOSED	10/30/2020	11/12/2020		11/12/2020	N
ENF 20-0903	847 BROADWAY AVE	CONTACT WITH OWNER	COMPLIED	10/30/2020	10/29/2020		11/03/2020	Y
ENF 20-0970	618 RIVER ST	INSPECTED PROPERTY	CLOSED	11/18/2020	12/02/2020		12/04/2020	N
ENF 20-0959	814 HAMMONT ST	LETTER SENT	CLOSED	11/13/2020	11/23/2020		11/23/2020	N
ENF 20-0960	1210 MACK ST	LETTER SENT	CLOSED	11/13/2020	11/23/2020		11/23/2020	N
ENF 20-0829	214 CASS ST	LETTER SENT	CLOSED	10/05/2020	11/04/2020		11/04/2020	Y
ENF 20-0886	815 S BALL ST	LETTER SENT	CLOSED	10/27/2020	11/04/2020		11/04/2020	N
ENF 20-0907	201 S CEDAR ST	LETTER SENT	OBTAINED BLDG PERMIT	10/30/2020	10/30/2020		11/02/2020	N
ENF 20-0990	503 MILWAUKEE ST	COMPLAINT LOGGED	LETTER SENT	11/25/2020	11/25/2020	12/15/2020		N

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0834	529 FLETCHER ST	PARTIALLY COMPLIED	CLOSED	10/07/2020	11/19/2020		11/20/2020	N
				Total Entries	24			
NO BUILDING PERMIT								
ENF 20-0844	819 N BALL ST	INSPECTED PROPERTY	CLOSED	10/12/2020	11/04/2020		11/05/2020	N
ENF 20-0948	210 S OAK ST	COMPLAINT LOGGED	NO VIOLATION	11/11/2020	11/11/2020		11/12/2020	N
ENF 20-0831	644 N SAGINAW ST	INSPECTED PROPERTY	CLOSED	10/06/2020	11/05/2020		11/06/2020	N
ENF 20-0882	704 GRAND AVE	CONTACT WITH OWNER	OBTAINED BLDG PERMIT	10/26/2020	10/26/2020		11/05/2020	N
ENF 20-0991	117 E MAIN ST	CONTACT WITH CONTRACTOR	PENDING PERMIT APPLICATION	11/25/2020	11/25/2020	12/09/2020		COMM
ENF 20-0963	812 BRADLEY ST	CONTACT WITH CONTRACTOR	OBTAINED BLDG PERMIT	11/16/2020	11/16/2020		11/17/2020	COMM
				Total Entries	6			
RV/CAMPER VIOLATIONS								
ENF 20-0922	201 ROBBINS ST	COMPLAINT LOGGED	RESOLVED	11/05/2020	11/09/2020		11/09/2020	COMM
				Total Entries	1			
SIGN VIOLATION								
ENF 20-0946	311 CORUNNA AVE	CONTACT WITH BUSINESS	INSPECTION PENDING	11/11/2020	12/04/2020	12/10/2020		COMM
				Total Entries	1			
VACANT STRUCTURES								
ENF 20-0949	614 ALGER AVE	INSPECTED PROPERTY	CLOSED	11/11/2020	12/01/2020		12/01/2020	VAC
ENF 20-0961	805 E EXCHANGE ST	COMPLAINT LOGGED	LETTER SENT	11/13/2020	12/01/2020	12/22/2020		VAC
				Total Entries	2			
WINDOWS								
ENF 20-0925	116 W EXCHANGE ST	COMPLAINT LOGGED	LETTER SENT	11/06/2020	11/05/2020	12/07/2020		COMM

Code Enforcement Activity

NOVEMBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0917	117 W EXCHANGE ST	COMPLAINT LOGGED	LETTER SENT	11/03/2020	11/03/2020	12/07/2020		COMM
Total Entries				2				
Total Records:		128				Total Pages:	8	

Monthly Inspection List

NOVEMBER 2020

BOOTH, MARK

MECHANICAL & PLUMBING INSPECTOR

Total Inspections: 14

FREEMAN, GREG

CODE ENFORCEMENT

Total Inspections: 111

HARRIS, JON

ELECTRICAL INSPECTOR

Total Inspections: 15

HISSONG, BRAD

BUILDING OFFICIAL

Total Inspections: 60

Report Summary

Grand Total Inspections: 200



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: 1 December 2020

TO: Owosso City Council

FROM: Eric E. Cherry
Police Department Lieutenant

RE: November 2020 Police Reports

Attached are the statistics for the Police Department for November 2020. One report is an offense summary for the month of November, by offense type. The other report, neighborhood crime report, lists the occurred on date, case number, location, and the complaint type for reports in November. The officers completed two hundred eighty-two (282) field interviews this month, which are calls where a full criminal report is not needed. Your Owosso Police Officers arrested twenty-eight (28) persons this month for thirty-seven (37) total offenses.

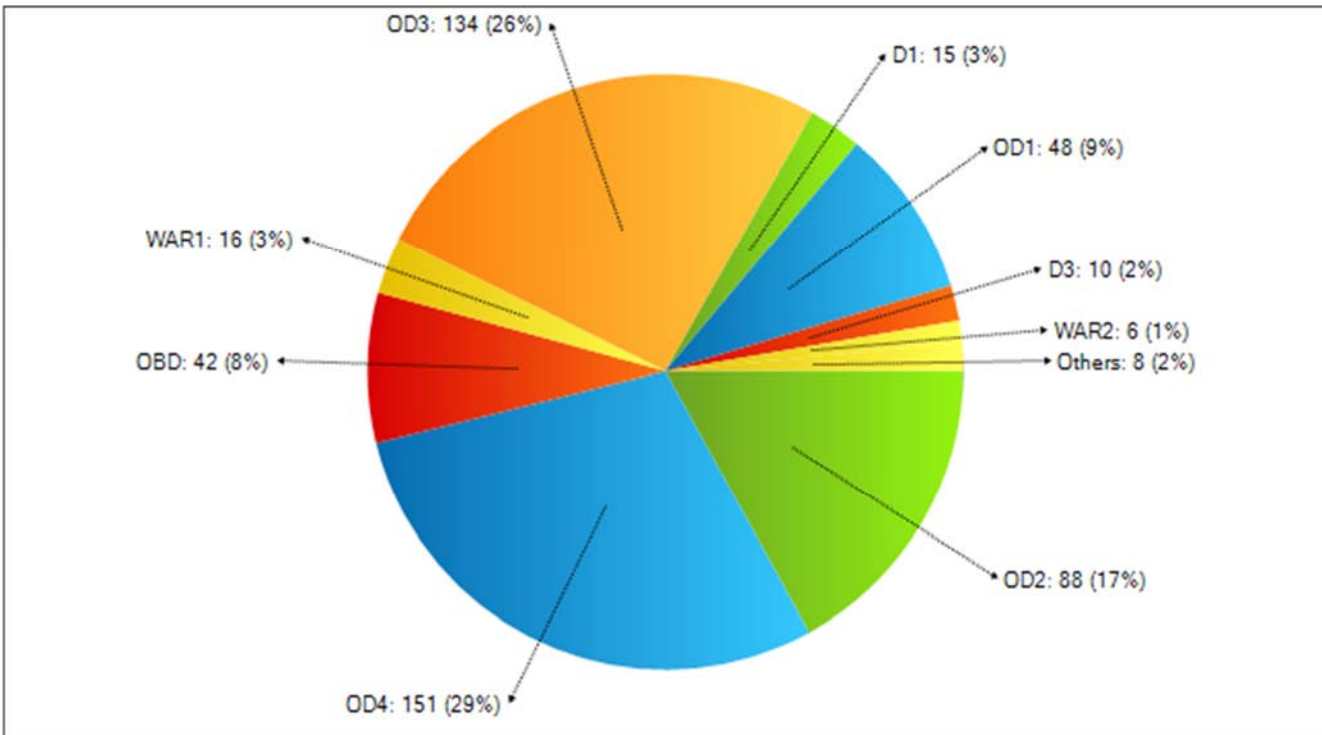
For November 2020 the police handled five hundred eighteen (518) police events, forty-seven (47) were traffic stops, about one (1) percent of their work activity.

On the following page are two (2) pie charts one showing calls handled by Owosso City Police District, there are five (5) districts within the City of Owosso. The second pie chart is calls throughout the county handled by agency.

Respectfully,

Lt. Eric E. Cherry

BELOW IS A BREAKDOWN OF POLICE EVENTS HANDLED BY OWOSSO POLICE, BY DISTRICT



OD1: Owosso City District 1 (northwest, north of M-21 and west of M-52)

OD2: Owosso City District 2 (northeast, north of M-21 and east of M-52)

OD3: Owosso City District 3 (southwest, south of M-21 and west of M-52)

OD4: Owosso City District 4 (southeast, south of M-21 and east of M-52, excluding business district and police office)

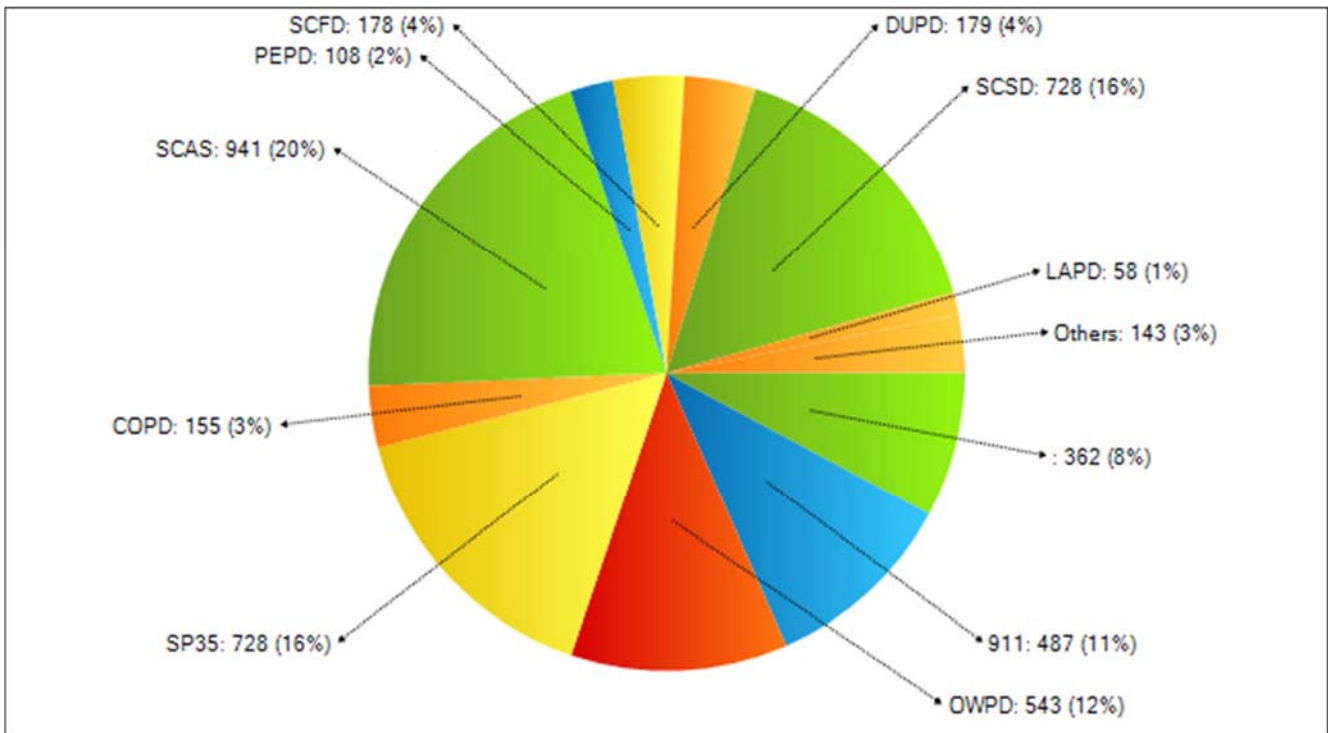
OBD: Owosso City Downtown Business District

D1: Shiawassee County northwest district (west of M-52 and north of Hibbard Road)

D3: Shiawassee County northeast district (east of M-52 and north of Hibbard Road)

Others: Included City of Corunna's 3 districts and any other area officer's responded.

BELOW IS A BREAKDOWN OF EVENTS HANDLED BY AGENCY



SCSD: Shiawassee County Sheriff's Office

PEPD: Perry City Police

Others: All Other Departments

SCAS: Shiawassee County Ambulance Services

DUPD: Durand City Police

LAPD: Laingsburg City Police

SP35: Michigan State Police Post #35

COPD: Corunna City Police

OWPD: Morrice City Police

SCFD: Shiawassee County Fire Departments

SCAC: Shiawassee County Animal Control

OWPD: Owosso City Police

911: Shiawassee County 911 Center

NOVEMBER NEIGHBORHOOD CRIME REPORT

Occurred Date	Case No	Location	Offense
11/1/2020	2064501454	800 block Corunna Ave	AGGRAVATED/FELONIOUS ASSAULT
11/2/2020	2064501456	200 block S Chipman St	AGGRAVATED/FELONIOUS ASSAULT
11/5/2020	2064501477	900 block S Glenwood Ave	AGGRAVATED/FELONIOUS ASSAULT
11/17/2020	2064501532	700 block S Isham St	AGGRAVATED/FELONIOUS ASSAULT
11/23/2020	2064501558	600 block N Shiawassee St	AGGRAVATED/FELONIOUS ASSAULT
11/23/2020	2064501558	600 block N Shiawassee St	AGGRAVATED/FELONIOUS ASSAULT
11/29/2020	2064501581	1400 block W Cleveland St	AGGRAVATED/FELONIOUS ASSAULT
11/4/2020	2064501470	600 block Frazier St	CIVIL CUSTODIES - INCAPACITATION
11/17/2020	2064501528	1200 block Penbrook Dr	CIVIL CUSTODIES - INCAPACITATION
11/21/2020	2064501551	700 block S Alger St	CIVIL CUSTODIES - INCAPACITATION
11/25/2020	2064501572	1000 block N Washington St	CIVIL CUSTODIES - INCAPACITATION
11/28/2020	2064501578	600 block S Oakwood Ave	CIVIL CUSTODIES - INCAPACITATION
11/5/2020	2064501474	1300 block W Mack St	CIVIL CUSTODIES - INSANITY (MENTAL)
11/3/2020	2064501466	1200 block Penbrook Dr	DAMAGE TO PROPERTY
11/4/2020	2064501469	1200 block Penbrook Dr	DAMAGE TO PROPERTY
11/4/2020	2064501465	600 block N Shiawassee St	DAMAGE TO PROPERTY
11/4/2020	2064501468	1200 block Penbrook Dr	DAMAGE TO PROPERTY
11/8/2020	2064501497	1300 block W Chatham St	DAMAGE TO PROPERTY
11/13/2020	2064501518	800 block W River St	DAMAGE TO PROPERTY
11/13/2020	2064501519	W Main St/S Lansing St	DAMAGE TO PROPERTY
11/21/2020	2064501559	700 block S Lingle Ave	DAMAGE TO PROPERTY
11/24/2020	2064501568	1000 block N Saginaw St	DAMAGE TO PROPERTY
11/1/2020	2064501450	200 block E Goodhue St	DISORDERLY CONDUCT
11/5/2020	2064501479	1200 block S Shiawassee St	DISORDERLY CONDUCT
11/7/2020	2064501484	700 block N Washington St	DISORDERLY CONDUCT
11/7/2020	2064501484	700 block N Washington St	DISORDERLY CONDUCT
11/12/2020	2064501514	Cass St/S Shiawassee St	DISORDERLY CONDUCT
11/13/2020	2064501515	900 block W Main St	DISORDERLY CONDUCT
11/17/2020	2064501530	500 block E Oliver St	DISORDERLY CONDUCT
11/22/2020	2064501552	1000 block S State St	DISORDERLY CONDUCT
11/6/2020	2064501487	500 block W Ament St	EXTORTION
11/4/2020	2064501471	600 block S Glenwood Ave	FAMILY -OTHER
11/8/2020	2064501503	800 block Krust Dr	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
11/8/2020	2064501508	700 block E Exchange St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME

11/15/2020	2064501527	1400 block W Penbroke Dr	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
11/24/2020	2064501567	700 block N Hickory St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
11/25/2020	2064501569	W King St/N Hickory St	HIT and RUN MOTOR VEHICLE ACCIDENT
11/8/2020	2064501495	400 block W Genesee St	IMMIGRATION
11/8/2020	2064501494	600 block S Washington St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
11/9/2020	2064501501	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
11/10/2020	2064501504	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
11/18/2020	2064501533	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
11/19/2020	2064501537	400 block S Oakwood St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
11/22/2020	2064501554	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
11/3/2020	2064501475	1100 block S Shiawassee St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
11/8/2020	2064501493	1400 block W Stewart St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
11/18/2020	2064501534	200 block S Water St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
11/19/2020	2064501541	700 block S Chipman St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
11/1/2020	2064501454	800 block Corunna Ave	JUVENILE RUNAWAY
11/2/2020	2064501456	200 block S Chipman St	KIDNAPPING/ABDUCTION
11/7/2020	2064501486	400 block S Chipman St	LARCENY -OTHER
11/19/2020	2064501535	600 block W Fletcher St	LARCENY -OTHER
11/17/2020	2064501544	1600 block W South St	LARCENY -THEFT FROM BUILDING
11/29/2020	2064501582	1200 block W Penbrook Dr	LARCENY -THEFT FROM BUILDING
11/20/2020	2064501545	200 block S Oak St	LARCENY -THEFT FROM MOTOR VEHICLE
11/9/2020	2064501505	800 block E King St	MISCELLANEOUS - ASSIST TO EMS
11/1/2020	2064501452	1000 block N Dewey St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
11/29/2020	2064501579	1300 block W Frederick St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
11/1/2020	2064501451	500 block E Main St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
11/21/2020	2064501550	2500 block Pennsylvania Ave	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
11/11/2020	2064501509	1200 block N Chipman St	MISCELLANEOUS - NATURAL DEATH
11/13/2020	2064501517	400 block N Dimmick St	MISCELLANEOUS - NATURAL DEATH

11/19/2020	2064501536	700 block S Lingle Ave	MISCELLANEOUS - NATURAL DEATH
11/5/2020	2064501481	1200 block S Shiawassee St	MISCELLANEOUS - NON-CRIMINAL
11/23/2020	2064501560	400 block Howard St	MISCELLANEOUS - NON-CRIMINAL
11/24/2020	2064501565	1100 block S Washington St	MISCELLANEOUS - NON-CRIMINAL
11/21/2020	2064501549	1300 block S Shiawassee St	MISCELLANEOUS - SUICIDE
11/3/2020	2064501464	1200 block W Main St	MOTOR VEHICLE VIOLATION
11/5/2020	2064501480	800 block N Ball St	MOTOR VEHICLE VIOLATION
11/13/2020	2064501531	1300 block Young St	MOTOR VEHICLE VIOLATION
11/1/2020	2064501457	900 block W Main St	NONAGGRAVATED ASSAULT
11/1/2020	2064501455	500 block E Exchange St	NONAGGRAVATED ASSAULT
11/5/2020	2064501473	300 block N Lansing St	NONAGGRAVATED ASSAULT
11/5/2020	2064501474	1300 block W Mack St	NONAGGRAVATED ASSAULT
11/7/2020	2064501488	500 block E Corunna Ave	NONAGGRAVATED ASSAULT
11/8/2020	2064501490	900 block W Main St	NONAGGRAVATED ASSAULT
11/9/2020	2064501496	700 block W Stewart St	NONAGGRAVATED ASSAULT
11/9/2020	2064501499	500 block E Comstock St	NONAGGRAVATED ASSAULT
11/9/2020	2064501500	700 block S Chipman St	NONAGGRAVATED ASSAULT
11/12/2020	2064501512	500 block E Mason St	NONAGGRAVATED ASSAULT
11/12/2020	2064501513	1500 block E Industrial Dr	NONAGGRAVATED ASSAULT
11/14/2020	2064501521	1200 block Penbrook Dr	NONAGGRAVATED ASSAULT
11/15/2020	2064501526	300 block E Exchange St	NONAGGRAVATED ASSAULT
11/17/2020	2064501529	300 block W Ridge St	NONAGGRAVATED ASSAULT
11/19/2020	2064501538	Lynn St/Robbins St	NONAGGRAVATED ASSAULT
11/20/2020	2064501542	1600 block W South St	NONAGGRAVATED ASSAULT
11/20/2020	2064501543	500 block E Comstock St	NONAGGRAVATED ASSAULT
11/22/2020	2064501555	1300 block S Pearce St	NONAGGRAVATED ASSAULT
11/22/2020	2064501556	600 block W Campbell Dr	NONAGGRAVATED ASSAULT
11/23/2020	2064501557	300 block S Oakwood Ave	NONAGGRAVATED ASSAULT
11/23/2020	2064501564	400 block E Main St	NONAGGRAVATED ASSAULT
11/26/2020	2064501573	200 block N Elm St	NONAGGRAVATED ASSAULT
11/26/2020	2064501596	900 block Dingwall Dr	NONAGGRAVATED ASSAULT
11/26/2020	2064501574	300 block N Cedar St	NONAGGRAVATED ASSAULT
11/27/2020	2064501575	1300 block Henry St	NONAGGRAVATED ASSAULT
11/28/2020	2064501577	400 block W North St	NONAGGRAVATED ASSAULT
11/28/2020	2064501584	Clinton St	NONAGGRAVATED ASSAULT
11/30/2020	2064501586	700 block S Grand Ave	NONAGGRAVATED ASSAULT
11/1/2020	2064501453	1400 block E Corunna Ave	OBSTRUCTING JUSTICE
11/2/2020	2064501456	200 block S Chipman St	OBSTRUCTING JUSTICE
11/4/2020	2064501471	600 block S Glenwood Ave	OBSTRUCTING JUSTICE

11/9/2020	2064501499	500 block E Comstock St	OBSTRUCTING JUSTICE
11/10/2020	2064501502	1600 block W South St	OBSTRUCTING JUSTICE
11/10/2020	2064501506	200 block S Chipman St	OBSTRUCTING JUSTICE
11/14/2020	2064501523	200 block S Chipman St	OBSTRUCTING JUSTICE
11/19/2020	2064501540	Lansing St/Main St	OBSTRUCTING JUSTICE
11/20/2020	2064501543	500 block E Comstock St	OBSTRUCTING JUSTICE
11/27/2020	2064501576	100 block S Lansing St	OBSTRUCTING JUSTICE
11/2/2020	2064501456	200 block S Chipman St	OBSTRUCTING POLICE
11/8/2020	2064501489	900 block W Main St	OBSTRUCTING POLICE
11/11/2020	2064501511	W M-21/S Delaney Rd	OBSTRUCTING POLICE
11/12/2020	2064501513	1500 block E Industrial Dr	OBSTRUCTING POLICE
11/3/2020	2064501464	1200 block W Main St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
11/5/2020	2064501480	800 block N Ball St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
11/15/2020	2064501524	600 block E Main St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
11/20/2020	2064501546	200 block S Shiawassee St	RETAIL FRAUD -THEFT
11/23/2020	2064501563	1000 block S Chipman St	TRAFFIC - DRIVER LICENSE LAW VIOLATIONS
11/25/2020	2064501571	N Shiawassee St/W Oliver St	TRAFFIC - DRIVER LICENSE LAW VIOLATIONS
11/3/2020	2064501464	1200 block W Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/5/2020	2064501480	800 block N Ball St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/6/2020	2064501482	E Main St/S Gould St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/9/2020	2064501498	Oliver St/Oak St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/23/2020	2064501561	S Gould St/E Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/23/2020	2064501564	400 block E Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/29/2020	2064501583	E Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/30/2020	2064501585	400 block W Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
11/15/2020	2064501524	600 block E Main St	TRAFFIC - NO OPERATORS LICENSE
11/25/2020	2064501569	W King St/N Hickory St	TRAFFIC - RECKLESS DRIVING
11/23/2020	2064501564	400 block E Main St	TRAFFIC - REGISTRATION LAW VIOLATIONS
11/2/2020	2064501441	Main St/Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/2/2020	2064501459	Main St/Dewey St	TRAFFIC, NON-CRIMINAL - ACCIDENT

11/3/2020	2064501460	W Main St/S Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/3/2020	2064501462	S Shiawassee St/W Clinton St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/4/2020	2064501472	W King St/N Seventh St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/5/2020	2064501478	Exchange St/Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/6/2020	2064501482	E Main St/S Gould St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/6/2020	2064501483	W Main St/S Chestnut St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/7/2020	2064501485	N Shiawassee St/King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/8/2020	2064501491	E Comstock St/Hickory St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/11/2020	2064501510	S Palmer St/W Gute St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/13/2020	2064501516	Main St/Water St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/14/2020	2064501522	Shiawassee St/Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/15/2020	2064501524	600 block E Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/15/2020	2064501525	Saginaw St/Goodhue St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/19/2020	2064501539	S Chestnut St/W Stewart St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/21/2020	2064501547	300 block W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/21/2020	2064501548	100 block W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/23/2020	2064501562	N Shiawassee St/W King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/23/2020	2064501563	1000 block S Chipman St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/25/2020	2064501570	W Clinton St/S Elm St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/25/2020	2064501571	N Shiawassee St/W Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
11/2/2020	2064501458	100 block S Howell St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
11/24/2020	2064501566	600 block S Alger Ave	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
11/29/2020	2064501580	200 block S Shiawassee St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
11/24/2020	2064501568	1000 block N Saginaw St	WEAPONS OFFENSE - OTHER
Total	155		

NOVEMBER OFFENSE REPORT

Offense	Total Offenses
0301 - 03000 - Illegal Entry	1
1099 - 10001 - Kidnapping (Other)	1
1302 - 13002 - Aggravated/Felonious Assault - Family - Other Weapon	3
1306 - 13002 - Aggravated/Felonious Assault - Non-Family - Strong Arm	3
1313 - 13001 - Assault and Battery/Simple Assault	28
1399 - 13002 - Assault (Other)	1
2199 - 21000 - Extortion (Other)	1
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	2
2399 - 23007 - Larceny (Other)	2
2674 - 26001 - Fraud (Larceny) by Conversion	1
2699 - 26001 - Fraud (Other)	3
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	8
3073 - 30002 - Retail Fraud Theft 1st Degree	1
3805 - 38003 - Contribute to Delinquency of Minor (Except Alcohol)	1
4801 - 48000 - Resisting Officer	3
4877 - 48000 - Fleeing and Eluding (Felony)	1
5005 - 50000 - Contempt of Court	1
5006 - 50000 - Obstructing Justice	2
5011 - 50000 - Parole Violation	2
5012 - 50000 - Probation Violation	2
5070 - 50000 - Violation of Preliminary Injunctive Order (Peace Bond)	3
5213 - 52003 - Weapons, firing of (includes Careless, Reckless, Heedless Use)	1
5311 - 53001 - Disorderly Conduct	4
5312 - 53001 - Disturbing the Peace	3
5393 - 53001 - Disorderly Conduct (Other)	1
7070 - 70000 - Runaway	1
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
8028 - 54002 - Operating with Blood Alcohol Content of .08% or more	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	2
8073 - 54003 - Traffic - Reckless Driving	1
8271 - 54003 - Traffic - No Operators License	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	8

8275 - 54003 - Traffic - Driver License Law Violations	2
8277 - 54003 - Traffic - Registration Law Violations	1
8328 - 54003 - Motor Vehicle Violation	3
9906 - 92002 - Civil Custodies - Incapacitation	5
9908 - 92004 - Civil Custodies - Insanity (Mental)	1
9910 - 93001 - Traffic, Non-Criminal - Accident	22
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9943 - 98007 - Inspections/Investigations - Suspicious Situations	4
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	6
9946 - 99001 - Miscellaneous - Suicide	1
9947 - 99002 - Miscellaneous - Natural Death	3
9954 - 99008 - Miscellaneous - Assist to Fire Department	2
9954 - 99009 - Miscellaneous - Non-Criminal	3
9955 - 99008 - Miscellaneous - Assist to EMS	1
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
Total	155

NOVEMBER DAILY ACTIVITY REPORTS SUMMARY REPORT

Activity	Total
Alarms	11
Appearance Citations	3
Assist Another Unit	279
Business Property Inspections	25
Community Service	7
Directed Patrols	204
Original Arrests	11
OWI Arrests	1
Park Patrols	106
Parking/Municipal Citations Issued	1
Residential Property Inspections	4
School Patrols	256
Supplemental Complaints	39
Traffic Accidents	19
Traffic Citations Issued	4
Traffic Warnings	37
Training	5
Warrant Arrests	7
Written Complaints	384
Total Activities	1403



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

MEMORANDUM

DATE: December 15, 2020

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: November 2020 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for November 2020. The Owosso Fire Department responded to 244 incidents in the month of October.

OFD responded to 19 fire calls and responded to 225 EMS calls.

Previous Month ▾

Nov 1, 2020 - Nov 30, 2020 ▾

7%

FIRE

Percentage of Total Incidents

93%

EMS

Percentage of Total Incidents

244

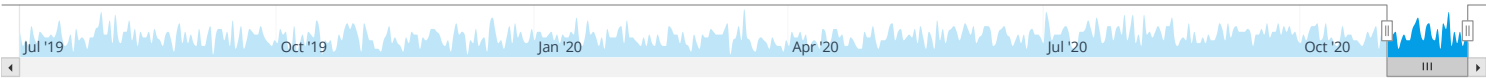
INCIDENTS

In Selected Time Slice

30

DAYS

In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	12/6/20	12/13/20	12/20/20	12/27/20	1/3/21	1/10/21	1/17/21	1/24/21	Total
(11) Structure Fire	1				1									2
(14) Natural vegetation fire				1										1
(30) Rescue, emergency medical call (EMS), other		1												1
(31) Medical assist	1													1
(32) Emergency medical service (EMS) incident	8	44	63	54	51	5								225
(41) Combustible/f... spills & leaks				1										1
(44) Electrical wiring/equipm.. problem		1	1											2
(46) Accident, potential accident					1									1
(53) Smoke, odor problem				1										1
(55) Public service assistance				1										1
(61) Dispatched and canceled en route		1		1	1									3
(62) Wrong location, no emergency found			1											1
(73) System or detector malfunction	1		1	1										3
UNK			1											1
Total	11	47	67	60	54	5								244

MINUTES FOR
REGULAR MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Wednesday, November 18, 2020 6:00 p.m.
VIA ZOOM VIDEO CONFERENCING

MEETING CALLED TO ORDER at 6:05 p.m. by Chairman Teich.

ROLL CALL was taken by Recording Staff Liaison, Josh Adams.

PRESENT: Chairman Steven Teich; Commissioner Gary Wilson, Commissioner Matthew Van Epps; Commissioner Dianne Acton

ABSENT: Commissioner Scott Newman; Commissioner Lance Omer; Secretary Philip Hathaway

OTHERS IN ATTENDANCE: Barry Paxton, applicant; Jackie Hoist, applicant's architect; and Jim Woodworth, downtown property owner

AGENDA APPROVAL:

MOTION FOR APPROVAL BY COMMISSIONER WILSON. MOTION WAS SECONDED BY COMMISSIONER VAN EPPS AS PRESENTED

AYES ALL. MOTION CARRIED.

MINUTE APPROVAL:

MOTION FOR APPROVAL BY COMMISSIONER VAN EPPS. MOTION WAS SECONDED BY COMMISSIONER ACTON AS PRESENTED

AYES ALL. MOTION CARRIED.

COMMUNICATIONS: None

PUBLIC/COMMISSIONER COMMENTS: Jim Woodworth commented on his building located at 123 N. Washington Street (known as the Fifth-Third Building). Mr. Woodworth updated the Commission on recent activities associated on the property. He stated that earlier in the year a portion of the marble paneling fell off of the upper-level façade. Upon further investigation they discovered that many areas of the paneling were buckling and shifting. In addition, mounting brackets were deteriorating. As a result, they chose to remove the marble skin completely from the upper-level facades. Mr. Woodworth indicated that they spoke with Rob McKay with SHPO about the historic nature of the marble skin, but Mr. McKay indicated that the historic brick underneath was more important. Mr. Woodworth informed the commission that he is currently getting proposals for the restoration of the historic brick façade including the replacement of the historic windows. Mr. Woodworth stated that it is their goal to restore the upper-level façade to what it was prior to the marble paneling being installed in the early 1960s. Mr. Woodworth stated that they are working with a consultant to find grant funding to help with the development of the property, but all cost estimates and design development is in the very early stages.

Committee Reports: None

Public Hearings: None

Draft

Items of Business:**1) Application: 108 E. Exchange Street – Front & Rear Façade Redevelopment**

Property owner, Barry Paxton and architect Jackie Hoist presented the application for front and rear façade redevelopment at 108 E. Exchange Street.

The plans for the façade redevelopment are to bring the front façade back to its pre-covered state. The removal of the metal paneling has been done. The applications requests to restore the historic brick, recreate the 1890 façade.

Ms. Hoist indicated that historic photographs of the building are extremely rare, and records of the façade are limited. They were able to discern many of the architectural features from the buildings of the same time period around it. Ms. Hoist also indicate that the portion of the building overhanging the alley was constructed post World War II, possibly in the 1950s. As a result, the siding of that portion is different. It is proposed that wood, clapboard siding will be installed on that portion of the façade. Ms. Hoist also indicated that the window lintel located on the overhang portion is different than the other window lintels due to the timeframe that the addition was building. The differentiation in lintels and siding material help prevent the creation of a false sense of history.

Mr. Paxton also introduced the installation of a new window and door in the rear façade. The window and door will be installed in the historic location that openings were located prior to later infill.

MOTION BY COMMISSIONER WILSON TO ISSUE A CERTIFICATE OF APPROAPRIATENESS FOR THE FRONT & REAR FAÇADE REDEVELOPMENT 108 E. EXCHANGE STREET, SECONDED BY COMMISSIONER ACTON.

AYES ALL. MOTION CARRIED.

2) Matthews Building – Updates & Discussion

Mr. Adams updated the commission on the work taking place at 300 W. Main Street (Matthews Building). Mr. Adams indicated that there was not much to update at this time. He indicated that he is still waiting for formal roof reconstruction plans to be provided by the owner to the building department. Once plans are received, they will be sent to the commission for review.

Commissioner Van Epps indicated that the HDC's Demolition by Neglect designation on the property should be addressed in our future meetings. Mr. Van Epps indicated that remediation actions could take place on the property if they exceed the 90-day deadline issued in the demolition by neglect letter.

PUBLIC COMMENTS: None

BOARD COMMENTS: Chairman Teich introduced a new historical designation write-up/decal that he has been developing. These decals are historic descriptions of each contributing building that will help educate the public and celebrate the historic structures within the district.

ADJOURNMENT:

MOTION BY COMMISSIONER ACTON AND SECONDED BY COMMISSIONER VAN EPPS TO ADJOURN AT 7:03 P.M.

Phil Hathaway, Secretary

Draft

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
DECEMBER 2, 2020 AT 7:30 A.M.
VIRTUAL MEETING VIA ZOOM VIDEO CONFERENCING

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:44 A.M.

ROLL CALL: Was taken by Recording Secretary Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Commissioner Jon Moore, Commissioner Lance Omer, Commissioner Susan Osika, Commissioner Josh Ardelean.

MEMBERS ABSENT: Commissioner Kenn Cushman

OTHERS PRESENT: Josh Adams, DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO AMEND THE AGENDA TO INCLUDE A DISCUSSION ON FUTURE BOARD MEMBERS.

AYES: ALL. MOTION CARRIED.

FUTURE BOARD MEMBERS DISCUSSION – Director Adams shared that Mayor Eveleth has had conversations with 2-3 candidates to fill vacancies.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE MINUTES AS AMENDED BELOW FOR MEETING HELD NOVEMBER 4, 2020.

Amendments:

- 1) Chairman Dave Acton's last name misspelling to be corrected from Action to Acton.
- 2) Commission Jon Moore's first name misspelling to be correct from John to Jon.
- 3) **Original:** RLF Application (216 W. Main Street) – After review of the manual, there was not a requirement to submit request for a ~~grant~~ prior to a project as the reason for the denial.

Corrected: After review of the manual, there was not a requirement to submit request for a **loan/grant** prior to a project as the reason for the denial.
- 4) OMS/DDA & City Financial Responsibility Maintenance List was not attached as noted. It will be attached to the minutes of the meeting held December 2, 2020.

Amendments (continued)

5) BOARD COMMENTS:

Original: ~~Chairman Acton wishes for complete transparency in handling all situations.~~

Corrected: Chairman Acton wishes for complete transparency in handling all financial situations.

Original: ~~Chairman Acton requested Treasurer Cushman to develop a policy allowing Director Adams leeway within a structure for rare, but small issues that occur from time to time for maintenance expenses not associated with a work plan. It will be presented as a resolution in a near future meeting~~

Corrected: Chairman Acton requested Treasurer Cushman to develop a Sponsorship Application for nonprofits or other entities in the community or thru the DDA to request sponsorship or donated dollars from the DDA.

AYES: ALL. MOTION CARRIED

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

1) CHECK REGISTER - Adams shared the details of the American Speedy Printing invoice received late this fall for Shiawassee Safe July Promotional Materials.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR NOVEMBER, 2020 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) 2020/2021 Budget Report- Director Adams in response to a question, explained that the Glo Budget is currently at \$800. As expenses and income come in, they will be applied against that budget. If any profit, it will returned to Glo to increase their budget to purchase additional supplies for the event. Other discussion occurred on additional fixed costs.

3) RLF Manual Revision – Loans and grants cannot to be issued to projects that have either started or been completed prior to approval of program application.

Under Application Process Steps – Item # 11 will be added - The application is then presented to City Council for final approval.

IT WAS MOVED BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE REVISIONS TO THE RLF MANUAL.

ALL AYES. MOTION CARRIED.

4) OMS/DDA Annual Audit

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE ANNUAL AUDIT AS PRESENTED.

AYES: ALL. MOTION CARRIED.

- 5) **2021/2022 Goals & Objective Approval** – The board agreed to continue the FY 2019/2020 that were difficult to complete due to Covid constraints into **FY 2020/2021**. No Board Retreat will be held.

IT WAS MOVED BY AUTHORITY MEMBER OMER , SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE 2021/2022 Goals & Objectives.

AYES: ALL. MOTION CARRIED.

6) Woodard Place (pocket park) – Discussion

Director Adams received calls over Thanksgiving Holiday from Roger Snyder regarding Central Pharmacy on W. Exchange Street regarding foundation issues - mortar popping out in the basement due to water. Doug Peterson was contacted to remove dirt. The leak stopped. The water had been going thru the spots where their utilities went into the building. A quote will be obtained to backfill and restore to original condition to drain away from wall.

COMMITTEE UPDATES:

- 1) **Design and Business Vitality** – Reviewed plans/goals for FY20/2021 to refine ideas with additional information. Downtown decorations are looking very nice. The ladies hired have gone above and beyond for the fee that they charge. All supplies purchased are included in their budget.
- 2) **Promotion & Outreach** – Glo Weekend and Small Business Saturday have been held. Adaptations were done to meet Covid restrictions. Communication issues arose. Neighborhoods and houses may be added in upcoming years. Glo Run took place with 134 runners with a phased start . Preliminary reports from downtown business owners report sales higher than expected. Local support provided a great boost for them.
- 3) **Business Owners Committee** – Survey was sent. Data is still being collected. To date, only 10 businesses have responded. from over 100 sent. Individual messages will be sent.

BOARD CONTINUING EDUCATION INFORMATION:

Director Adams will be sending the board an updated Directors Report. A winterization Grant was completed from the SBAM for purchasing outdoor igloos and heaters for downtown restaurants. OMS/DDS did not receive that grant. MEDC is offering another round of Covid Response funding. This round will focus restaurants, tourist locations, gyms and theaters.

PUBLIC COMMENTS: None

BOARD COMMENTS: Osika suggests that once grant information received December 15, 2020 from MEDC that it be sent to board members to circulate information to downtown businesses.

Moore shared his family's enjoyment of the weekend's activities. He notes that Owosso does a great job showing a true sense of community.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 9:02 A.M.

AYES: ALL. MOTION CARRIED.

Minutes of a meeting – City of Owosso and OMS/DDA representatives – 9-3-20

Purpose of the meeting: To determine the list of streetscape maintenance items and assign financial responsibility for each to either OMS/DDA or the City of Owosso

Attendees: City Manager Nathan Henne, Mayor Pro Tem and City Council representative to OMS/DDA Sue Osika, OMS/DDA Executive Director Josh Adams, DPW Director Mark Mitchell, OMS/DDA Board Chair Dave Acton, and OMS/DDA Design Committee Chair Bill Gilbert

The former list of items needing to be paid for was reviewed and updated.

What follows is the current list and the agreed upon responsibility.

- Repair/replace curbs – City
- Paint pavement per any applicable codes – City
- Remove/prevent weeds in paver cracks – OMS/DDA
- Sweep and/or wash sidewalks to keep them free of dirt, debris, leaves, cigarette butts, etc. (including power washing to remove stains, gum, paint, etc. as required) – OMS/DDA
- Machine sweep streets along curbs to remove dirt, debris, leaves, butts, etc. – City
- All aspects of flower beds and flower containers including plant selection, and the labor to plant, weed, clean up after growing season, and water (including the cost of the water) – OMS/DDA
- Purchase of flower containers – OMS/DDA
- Tree trimming – City
- Tree removal and replacement labor – City
- Tree purchases – OMS/DDA
- Tree selection – OMS/DDA (ideally in collaboration with Bill Brooks)
- Sidewalk paver maintenance and repair – City
- Grass cutting – City
- Grass weeding and edging – OMS/DDA
 - OMS/DDA will create a specification including a map of what grass and walkways need cutting, weeding, and edging
 - The specification will be reviewed, and consensus will be achieved with the City (Mark Mitchell) prior to the 2021 growing season (target no later than February 1st, 2021)
- Light fixture and maintenance (painting, cleaning, repairing) – City
- Light fixture and maintenance if a licensed electrician must do the work – OMS/DDA
- Light bulb replacement labor (use only LED's) – City
- Light bulb purchase (use only LED's) – OMS/DDA
- Wire, connectors, etc. pertaining to the downtown district maintenance only – OMS/DDA
- Utility plug maintenance (in flower beds, at base of light fixtures, etc.) – OMS/DDA

OMS/DDA may accomplish their responsibility items with volunteers or contractors or a combination of volunteers and contractors, the City may accomplish their responsibility items with City staff or contractors or a combination of staff and contractors.

Submitted by Dave Acton