

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 04, 2018
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 21, 2018:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. Special Assessment District No. 2018-04. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2018-04 for Howard Street, from Washington Street to 150' east of Park Street for street reconstruction.
2. Special Assessment District No. 2018-06. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2018-06 for Stewart Street, from Cedar Street to Shiawassee Street for resurfacing.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

1. Project Status Report.

CONSENT AGENDA

1. First Reading & Set Public Hearing - Ordinance Amendments for Medical Marihuana Related Facilities. Conduct first reading and set a public hearing for Monday, July 2, 2018 to receive citizen comment on the proposal to add Chapter 16.5, Medical Marihuana Facilities Licensing, and amend various sections of Chapter 38, Zoning, of the Code of Ordinances of City of Owosso to authorize and regulate medical marihuana related facilities within the City.
2. Contract Renewal - General Engineering Services. Approve the required annual renewal of the General Engineering Services contracts with Eng., Inc., Fleis & Vandenbrink, Inc., Orchard, Hiltz & McClimment, Inc., and Spicer Group, Inc. to provide engineering services through June 30, 2019.
3. Bid Award - 2018 Street Program - Contract No. 2. Approve the low bid of Joe Raica Excavating, Inc. for the 2018 Street Program - Contract No. 2 in the amount of \$836,385.30, further authorize a contingency amount of \$50,000.00 for City field staff adjustments, and further approve payment up to the contract amount plus the contingency (with prior written approval) upon satisfactory completion of the work or portion thereof.
4. Professional Services Agreement – Skatepark Design. Authorize Professional Services Agreement with Artisan Concrete Services, Inc. d/b/a Artisan Skateparks for the design of a concrete skatepark and the production of associated construction documents in an amount not to exceed \$5,000.00.
5. Bid Award – Legal Printing Services. Authorize the sole bid of The Argus-Press Company for legal notice and minutes synopsis printing services for the period of July 1, 2018 – June 30, 2020 in the amount of \$2.50 per column inch and \$5.00 for affidavits of publication.
6. Bid Award – WWTP Sludge Thickener Improvement Project. Approve the low bid of L.D. Docsa & Associates, Inc. d/b/a L.D. Docsa Associates, Inc. for rehabilitation of the sludge thickener process at the WWTP in the amount of \$539,000.00, approve a contingency of \$28,000.00, and further approve payment to the contractor up to the contract amount plus the contingency (with prior written approval) upon satisfactory completion of the work or a portion thereof.

ITEMS OF BUSINESS

1. Fee Schedule Update. Consider adoption of the 2018 Fee Schedule updating various fees and charges for City services.

COMMUNICATIONS

1. Historical Commission. Minutes of April 9, 2018.
2. Downtown Development Authority/Main Street. Minutes of May 2, 2018.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, June 18, 2018

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio 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.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF MAY 21, 2018
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: EDDIE URBAN

PLEDGE OF ALLEGIANCE: ASSISTANT CITY MANAGER SUSAN K. MONTENEGRO

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

ABSENT: Councilmember Elaine M. Greenway.

APPROVE AGENDA

Motion by Councilmember Bailey to approve the agenda with the following addition to the Consent Agenda:

11. Recognition of Non-Profit Organization – Owosso Sports Boosters, Inc.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 7, 2018

Motion by Councilmember Bailey to approve the Minutes of the Regular Meeting of May 7, 2018 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

Michigan Rural Water Association Award

Utilities Director Glenn M. Chinavare detailed the award naming the City of Owosso as the Associate Community of the Year for 2018 by the Michigan Rural Water Association. He said the award was completely unexpected and was a tribute to the good work of the employees that work for both the Water Filtration and Waste Water Treatment Systems. He went on to share the road sign that was presented to the City naming it as the 2018 Associate Community of the Year as well as a handful of other awards the systems had received in the past few years.

PUBLIC HEARINGS

Special Assessment District No. 2018-09 – Industrial Park Connector Project

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2018-09 for the Industrial Park Connector Project for street resurfacing/reconstruction.

The following people commented regarding the proposed roll for Special Assessment District No. 2018-09:

Don Morel, owner of the property at 1070 Aiken Road, said the improvements will not touch his property yet he has received a hefty assessment. He said he appreciates the improvements being made to the infrastructure of the park but was at a loss as to how his assessment comes to almost \$15,000.00. He asked for Council's consideration of his situation.

Lance Hodges, General Manager of Universal Handling, 1650 Industrial Drive, reiterated his feeling that the special assessment will impact their competitiveness due to the cutthroat nature of their industry. He asked that Council at least consider lowering the interest rate on the assessment.

Staff responded to Mr. Morel's concerns saying the streets being improved represent the park's sole access to a state highway and as such all properties in the park will benefit. Assessments were determined using two components: pavement enhancements and access enhancements. All properties in the park received an assessment for improved access. Those properties with frontage along the streets being improved were also assessed for the benefit of having new pavement immediately adjacent to their property.

Mayor Eveleth responded to the question regarding the interest rate saying Council is free to change it. He went on to say it was set at a higher rate to encourage residents to seek outside financing and not treat the City as a bank. Councilmember Fox chimed in saying the current 6% rate applies to residents and commercial/industrial entities alike and he didn't like the idea of changing the rate for only one type of property.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Councilmember Bailey that the following resolution be adopted:

RESOLUTION NO. 69-2018

INDUSTRIAL PARK CONNECTOR PROJECT SPECIAL ASSESSMENT RESOLUTION NO. 5

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

GOULD STREET, FROM MONROE STREET TO CORUNNA AVENUE; and
MONROE STREET, FROM GOULD STREET TO MCMILLAN AVENUE; and
MCMILLAN AVENUE, FROM MONROE STREET TO SOUTH END OF STREET; and
INDUSTRIAL DRIVE, FROM MCMILLAN AVENUE TO AIKEN ROAD; and
SOUTH STREET, FROM MCMILLAN AVENUE TO AIKEN ROAD
INFRASTRUCTURE AND ACCESS IMPROVEMENTS

and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$516,231.13 is hereby confirmed and shall be known as Special Assessment Roll No. 2018-09.

2. Said special assessment roll shall be divided into ten installments, the first of which shall be due and payable on September 1, 2018, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2018.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2018 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Fox.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Greenway.

CITIZEN COMMENTS AND QUESTIONS

District 2 County Commissioner Dan McMaster commented on recent issues addressed by the Commission including the proposed wind ordinance and the purchase of a new van for use by the Veteran's Affairs Office.

Tom Manke, Owosso Township resident, congratulated the City on the receipt of an award for water quality but said the City still has a problem with lead levels when the water enters homes.

Cynthia Farrell, 1104 North Hickory Street, introduced herself as a candidate for County Commissioner District 2. She said she wants to be part of the solution and help the county move forward.

Jeff Turner, 204 Oakwood Avenue, inquired when the burned out home on Comstock Street will be torn down.

Eddie Urban, 601 Glenwood Avenue, announced that drivers are needed for the new DAV van. Interested parties should contact the Veteran's Affairs Office.

Mayor Eveleth offered warm congratulations to Assistant City Manager Montenegro on her hire as the City Manager of Leslie. He thanked her for all her hard work over the years.

Councilmember Fox said he noticed that the new owners of Niche had installed brackets in the sidewalk for an outside service area. He said he was concerned that someone would trip.

There was a brief discussion regarding the burned out house on Comstock Street and how long it be before it is torn down. Staff noted that the City is currently engaged in a process with the owner's insurance company to resolve the situation and it is expected to take 60-90 days to complete.

CITY MANAGER REPORT

City Manager Nathan R. Henne said he had had the opportunity to help out the City's firefighters at a recent fire and they did a fine job under the circumstances present. He also congratulated Ms. Montenegro on her new job saying the City of Leslie is lucky to have her.

CONSENT AGENDA

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

Special Assessment District No. 2018-04. Authorize Resolution No. 4 setting a public hearing for Monday, June 4, 2018 to receive citizen comment regarding Special Assessment District No. 2018-04 for Howard Street, from Washington Street to 150' east of Park Street for resurfacing as follows:

RESOLUTION NO. 70-2018

SETTING A PUBLIC HEARING TO RECEIVE COMMENT REGARDING HOWARD STREET FROM WASHINGTON STREET TO 150 FEET EAST OF PARK STREET SPECIAL ASSESSMENT RESOLUTION NO. 4

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, June 4, 2018 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING TO REVIEW SPECIAL ASSESSMENT ROLL CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

HOWARD STREET, A PUBLIC STREET, FROM WASHINGTON STREET TO 150 FEET EAST OF PARK STREET

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described improvements:

STREET RECONSTRUCTION

The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, June 4, 2018 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2018-06. Authorize Resolution No. 4 setting a public hearing for Monday, June 4, 2018 to receive citizen comment regarding Special Assessment District No. 2018-06 for Stewart Street, from Cedar Street to Shiawassee Street for resurfacing as detailed below:

RESOLUTION NO. 71-2018

STEWART STREET FROM CEDAR STREET TO SHIAWASSEE STREET SPECIAL ASSESSMENT RESOLUTION NO. 4

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 o'clock p.m., on Monday, June 4, 2018 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF HEARING

**TO REVIEW SPECIAL ASSESSMENT ROLL
CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

STEWART STREET, A PUBLIC STREET, FROM CEDAR STREET TO SHIAWASSEE STREET

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described improvements:

STREET RESURFACING

The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, June 4, 2018 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Change Order No. 5 – Oliver Street Reconstruction Project, Phase 2 – Engineering Services.

Approve Change Order No. 5 to the Oliver Street Reconstruction Project - Engineering Services contract with Spicer Group, Inc. for additional professional engineering services in the amount of \$126,258.00, and authorize payment to the engineer upon satisfactory completion of the additional work or a portion thereof as follows:

RESOLUTION NO. 72-2018

**AUTHORIZING CHANGE ORDER NO. 5
TO THE CONTRACT FOR THE OLIVER STREET RECONSTRUCTION PROJECT
WITH SPICER GROUP, INC.**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Spicer Group, Inc. on May 2, 2016 for Professional Engineering Services for the Oliver Street Reconstruction Project; and

WHEREAS, the City has requested additional work from Spicer Group, Inc. as set forth within the documents labeled Change Order No. 5 to provide additional inspection and construction administration services for the 2018 Oliver Street Phase II Reconstruction Project, from Oak Street to N. Gould Street.

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

FIRST: The City of Owosso amends the contract with Spicer Group, Inc. for additional professional engineering services as detailed in Change Order No. 5.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially

in form attached as Change Order No. 5 to Addendum 2016-01 to an Agreement for Professional Engineering Services between the City of Owosso and Spicer Group, Inc., increasing the total amount by \$126,258.00.

THIRD: The accounts payable department is authorized to pay Spicer Group, Inc. for work satisfactorily completed up to the amount of the contract including Change Order No. 5 for a total of \$495,789.00.

FOURTH: The above expenses shall be paid from a combination of City Major Streets Fund, Water Fund, and other funds as appropriated.

Amendment No. 1 – South Washington Street Reconstruction Project Engineering Services.

Authorize Amendment No. 1 to the South Washington Street Reconstruction Project Engineering Services contract with Eng., Inc. adding additional design and construction administration services for watermain replacement along South Washington Street in the amount of \$16,067.50, and further authorize payment to the contractor upon satisfactory completion of the additional work or portion thereof as detailed below:

RESOLUTION NO. 73-2018

**AUTHORIZING AMENDMENT NO. 1
TO THE SOUTH WASHINGTON STREET RECONSTRUCTION PROJECT
ENGINEERING SERVICES CONTRACT WITH ENG., INC. FOR
ADDITIONAL ENGINEERING SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Contract with Eng., Inc. on March 5, 2018 for Engineering Survey and Design Services for the South Washington Street Reconstruction Project in the amount of \$104,392.50; and

WHEREAS, the city requests additional services of the consultant to provide engineering design and construction administration services for water main replacement along Washington Street, from Milwaukee Street to Corunna Avenue that is beyond the original contractual scope of services; and

WHEREAS, the city requests additional services of the consultant to provide its own traffic control during its pavement coring operation and two additional pavement cores for water main design that is beyond the original contractual scope of services.

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

FIRST: The city of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Eng., Inc. for a cost to the city of Owosso of \$9,557.50 for additional engineering services, plus \$6,510.00 for traffic control and two additional pavement cores during pavement coring operations, as outlined within the attached proposal.

SECOND: The mayor and city clerk are requested and authorized to sign Contract Amendment No. 1 to the Contract between the City of Owosso, Michigan and Eng., Inc.

THIRD: The Accounts Payable department is authorized to make payment up to the amended amount of \$120,460.00 to Eng., Inc. upon successful completion of stated work.

FOURTH: The above expenses shall be paid from the Major Street Construction Account No. 202-451-818.000 (\$4,035.00) and Water Mains & Hydrants Account No. 591-901-972.000 (\$12,032.50).

Purchase Authorization – Swap Loader Trucks. Waive competitive bidding requirements, authorize the purchase of 2 Freightliner cab and chassis from D. & K. Truck Company in the amount of \$155,312.00 via State of Michigan Contract No. 071B6600119, authorize the purchase and installation of 2 swap loader systems, dump bodies, and V-box salt spreaders from Truck & Trailer Specialties, Inc. in the amount of \$208,380.00 via State of Michigan Contract No. 071B5500010, authorize a contingency of \$9,000.00 for unplanned expenses, and further authorize payment to the vendors upon satisfactory delivery of said equipment as follows:

RESOLUTION NO. 74-2018

**AUTHORIZING PURCHASE OF
TWO FREIGHTLINER CAB & CHASSIS AND TWO SWAP LOADER ASSEMBLIES
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 replacement of a heavy duty work trucks used for the maintenance of streets and grounds, and

WHEREAS, the existing cab & chassis and dump bodies of four older heavy duty trucks have expended their useful life and are too costly to continue maintaining, 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 Company and recommends authorizing a purchase agreement between the city of Owosso and D. & K. Truck Company for the purchase of two (2) Freightliner cab & chassis on the State of Michigan MiDeal Contract, 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 Truck & Trailer Specialties, Inc. and recommends authorizing a purchase agreement between the city of Owosso and Truck & Trailer Specialties, Inc. for the purchase of two (2) swap loader assemblies for installation on two (2) Freightliner cab & chassis vehicles.

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

FIRST: It has heretofore determined that it is advisable, necessary and in the public interest to contract with D. & K. Truck Company of Lansing, Michigan for the purchase of two (2) Freightliner cab & chassis trucks on State of Michigan Contract No. 071B6600119, for use in the Fleet Motor Pool, in the amount of \$154,312.00 plus shipping & delivery of \$1,000.00.

SECOND: It has heretofore determined that it is advisable, necessary and in the public interest to contract with Truck & Trailer Specialties, Inc. of Dutton, Michigan for the purchase of two (2) swap loader assemblies for installation on two (2) Freightliner trucks via State of Michigan Contract No. 071B5500010, for use in the Fleet Motor Pool, in the amount of \$207,380.00 plus shipping & delivery of \$1,000.00.

THIRD: The accounts payable department is authorized to submit payment to D. & K. Truck Company in the amount of \$155,312.00, and Truck & Trailer Specialties, Inc. in the amount of \$208,380.00, plus contingency funds in the amount of \$9,000.00 for unplanned configuration modifications, for a total of \$372,692.00.

FOURTH: The above expenses shall be paid from account no. 661-901-979.000.

Purchase Authorization – Trailer Mounted Valve Operating System. Waive competitive bidding requirements, authorize purchase of 1 WACHS trailer mounted valve operating system with hydrovac

tank and pressure washer from E.H. Wachs Company in the amount of \$72,125.00 via National Purchasing Cooperative Alliance Contract No. 515-16, and further authorize payment to the vendor upon satisfactory delivery of said equipment as detailed below:

RESOLUTION NO. 75-2018

**AUTHORIZING PURCHASE AGREEMENT TO
E.H. WACHS OF LINCOLNSHIRE, ILLINOIS FOR PROCUREMENT OF ONE EACH TRAILER
MOUNTED VALVE TURNING AND MAINTENANCE EQUIPMENT FOR FLEET MOTOR POOL USE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the replacement of a trailer mounted valve turning and maintenance unit for various utility and street right of way use, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the requested equipment on the National Purchasing Cooperative Alliance (NPCA) Contract as priced by E.H. WACHS Company, and recommends authorizing a purchase agreement between the city of Owosso and E.H. WACHS for the purchase of the trailer mounted valve turner and maintenance equipment, and

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 E.H. WACHS of Lincolnshire, Illinois for the purchase of one (1) each trailer mounted valve turner and maintenance equipment on NPCA contract 515-16 for use in the Fleet Motor Pool, in the amount of \$72,125.00.

SECOND: The accounts payable department is authorized to submit payment to E.H. WACHS Company in the amount of \$72,125.00

THIRD: The above expenses shall be paid from account no. 661-901-979.000.

Bid Award – Industrial Park Connector Project. Authorize bid award to Green Thumb Landscaping, Inc. d/b/a Zito Construction Co. as the low, responsive bidder for infrastructure improvements along various streets in the Industrial Park in accordance with the Michigan Department of Transportation Category "A: Grant, in the amount of \$1,062,663.00 as follows:

RESOLUTION NO. 76-2018

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
GREEN THUMB LANDSCAPING, INC. D/B/A ZITO CONSTRUCTION CO. FOR THE
INDUSTRIAL PARK CONNECTOR PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to replace perform pavement and other infrastructure improvements along portions of Gould Street, Monroe Street, and McMillan Avenue as set forth in the contract documents; and

WHEREAS, the city has sufficient funds to perform said improvements from its Wastewater funds and 2016 Unlimited Obligation Bond Proceeds funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the Industrial Park Connector Project and a bid was received from Green Thumb Landscaping, Inc. d/b/a Zito Construction Co. and it is hereby determined that Zito Construction Co. is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

Michigan that:

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Green Thumb Lawnspring, Inc. d/b/a Zito Construction Co. for the Industrial Park Connector Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Zito Construction Co. in the amount of \$1,062,663.00.
- THIRD: The accounts payable department is authorized to pay Zito Construction Co. for work satisfactorily completed on the project up to the bid Contract amount of \$1,062,663.00, plus a contingency amount not to exceed \$50,000.00 for city field staff adjustments.
- FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds (\$1,050,001.00), City Wastewater Account No. 590-901-973.000 (\$12,662.00), and other funds as appropriated.

Bid Award - Auditing Services. Approve bid of Gabridge & Company, PLC to perform the 2017-18, 2018-19, and 2019-20 audits in the amount of \$27,960.00 per year, with a two- year extension option totaling an additional \$59,000.00 as detailed below:

RESOLUTION NO. 77-2018

AUTHORIZING THE EXECUTION OF A CONTRACT WITH GABRIDGE & COMPANY, PLC FOR AUDITING SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2018 THROUGH JUNE 30, 2020

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

WHEREAS, the city of Owosso sought requests for proposal for auditing services for a three-year period for the fiscal years ending June 30, 2018 through June 30, 2020; and

WHEREAS, a response was received from Gabridge & Company, PLC and it is hereby determined that Gabridge & Company, PLC is qualified to provide said services, that it has submitted a reasonable bid, and has received the most positive reviews from fellow municipalities; and

WHEREAS, the firm has offered the option of securing its services for an additional two-year period should the City be satisfied with its performance in the first three years and find the anticipated costs acceptable.

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

- FIRST: that the city of Owosso has heretofore determined that engaging Gabridge & Company, PLC, certified public accountants, is advisable and necessary, to conduct and prepare an audit the basic financial statements and one Federal single audit for the city of Owosso, Michigan.
- SECOND: that the contract between the city of Owosso and Gabridge & Company, PLC, attached as Exhibit A, with a cost of \$27,960.00 per year in the first three years is hereby approved.
- THIRD: that the Mayor and City Clerk are hereby instructed and authorized to sign the document attached as Exhibit A for the city of Owosso.

Shiawassee County Law Enforcement Agencies Mutual Aid Agreement Update. Approve the Shiawassee County Law Enforcement Mutual Aid 2018 Agreement for the mutual provision of police protection as necessary as follows:

RESOLUTION NO. 78-2018

**AUTHORIZING PARTICIPATION IN
THE SHIAWASSEE COUNTY LAW ENFORCEMENT AGENCIES MUTUAL AID 2018 AGREEMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has the power, privilege and authority to maintain and operate a police department providing police protection; and

WHEREAS, two or more governmental entities may, pursuant to the provisions of 1967 PA 236, being MCL 123.811, enter into an Agreement to provide mutual aid police assistance and services to one another; and

WHEREAS, certain situations may exist in the nature of public nuisances, public disturbances, or in cooperative law enforcement activities where mutual aid may be necessary or appropriate; and

WHEREAS, the City of Owosso desires to update the interlocal agreement between Shiawassee County police departments, pursuant to the Act, to further improve Police Services; and

WHEREAS, each governmental entity, by their respective governing bodies, is willing to provide mutual police aid and assistance to the others, subject to the powers, duties and responsibilities and legal liabilities established by this agreement.

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

FIRST: The City of Owosso finds it is the best interest of its citizens from a safety and fiscal standpoint to approve participation in the Shiawassee County Law Enforcement Agencies Mutual Aid 2018 Agreement.

SECOND: The Public Safety Director is instructed and authorized to sign the document substantially in the form attached as the Shiawassee County Law Enforcement Agencies Mutual Aid 2018 Agreement.

Warrant No. 557. Authorize Warrant No. 557 as follows:

Vendor	Description	Fund	Amount
Gould Law, PC	Professional services-4/9/18 – 5/14/18	General	\$10,854.48

Non-Profit Organization Recognition – Owosso Sports Boosters. (This item was added to the agenda.) Consider local governing body resolution recognizing the Owosso Sports Boosters as a local civic non-profit organization operating in the City of Owosso for the purposes of obtaining a charitable gaming license from the State of Michigan as follows:

RESOLUTION NO. 79-2018

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSE

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

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Greenway.

ITEMS OF BUSINESS

Downtown Development Authority General Appropriations Resolution

Motion by Councilmember Fox to adopt the following General Appropriations Resolution authorizing the levy of the Downtown Development Authority millage for the 2018-2019 fiscal year.

RESOLUTION NO. 80-2018

GENERAL APPROPRIATIONS RESOLUTION FOR THE DOWNTOWN DEVELOPMENT AUTHORITY FOR FY 2018-19

WHEREAS, the Authority board met to consider a proposed budget for fiscal year 2018-19, and after deliberations and public input approved a budget; and

WHEREAS, the Owosso City Council held a public hearing on the proposed budget on May 7, 2018 and there was no one to be heard; and

WHEREAS, it is the intent of the Downtown Development Authority to levy a tax for general operating purposes pursuant to Public Act 197 of 1975; and

WHEREAS, the general property tax laws, specifically MCL 211.34(d), provide for an annual compound millage reduction calculation applied to the maximum millage rate of two mills authorized by MCL 125.1662; and

WHEREAS, the millage reduction commonly known as the "Headlee" rollback results in a maximum operating millage rate of 1.9215 for which the Authority is authorized to levy.

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2018 shall be the rate of 1.9215 per \$1,000 of taxable value of the 2018 assessment roll for the district as approved by the Board of Review.

BE IT FURTHER RESOLVED, that the following amounts are hereby appropriated for the operations of the Owosso Downtown Development Authority and its activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Downtown Development	\$ 209,450
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BE IT FURTHER RESOLVED, that the following revenues are estimated to be available for the fiscal year beginning July 1, 2018 and ending June 30, 2019, to meet the foregoing appropriations.

Property Taxes	\$ 192,000
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Other Revenue	<u>24,580</u>
Total General Fund	\$ 216,580

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Greenway.

City Budget Adoption

Motion by Councilmember Fox to adopt the following General Appropriations Resolution approving the 2018-2019 City Budget.

RESOLUTION NO. 81-2018

GENERAL APPROPRIATIONS ACT (BUDGET) FOR FY 2018-19

A resolution to establish a general appropriations act for the City of Owosso; to define the powers and duties of the city officers in relation to the administration of the budget; and to provide remedies for refusal or neglect to comply with the requirements of this resolution.

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2018, and held a public hearing on May 7, 2018 in which there was no one to be heard; and

WHEREAS, the City Council has held other additional workshop sessions to discuss the proposed budget.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Owosso hereby adopts the FY2019 budget and sets the tax rates as shown below:

Section 1: Title

This resolution shall be known as the Owosso General Appropriations Act.

Section 2: Chief Administrative Officer

The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this act.

Section 3: Fiscal Officer

The Finance Director shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this act.

Section 4: Estimated Expenditures

The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

General Fund

City Council	\$ 3,900
City Manager	145,488

City Attorney	120,000
Finance	257,531
Assessing	107,899
City Clerk	242,150
Human Resources	204,483
Treasury	148,227
Information Technology	103,345
Building & Grounds	119,804
General Administration	313,246
Police	2,082,003
Fire	1,908,979
Building & Planning	222,620
Public Works	526,288
Leaf & Brush	229,143
Parking	35,030
Community Development	168,667
Parks	235,123
Transfers Out	<u>581,840</u>
Total General Fund	\$ 7,755,766
<u>Major Streets Fund</u>	
Public Works	\$ 2,785,122
<u>Local Streets Fund</u>	
Public Works	\$ 1,612,355
<u>Facade Fund</u>	
Economic Development	\$ 1,018,750
<u>CDBG Revolving Loan Fund</u>	
Economic Development	\$ 4,536
<u>Housing/Rental Rehab Fund</u>	
Economic Development	\$ 188,800
<u>Historical Commission</u>	
Culture and Recreation	\$ 89,116
<u>General Obligation Debt Fund</u>	
Debt Service	\$ 580,316
<u>Capital Improvement Fund</u>	
Capital Improvements	\$ 358,840
<u>Capital Improvement Streets Fund</u>	
Street Improvements	\$ 2,613,300
<u>Transportation Fund</u>	
Transportation	\$ 77,378
<u>Sewer Fund</u>	
Public Works	\$ 1,880,503
<u>Water Fund</u>	
Public Works	\$ 3,143,017

<u>Waste Water Treatment Fund</u>	
Public Works	\$ 2,160,762
<u>Fleet Fund</u>	
Public Works	\$ 1,050,200
<u>Brownfield Authority</u>	
Economic Development	\$ 233,606

Section 5: Estimated Revenues

The following are estimated to be available for the fiscal year beginning July 1, 2018 and ending June 30, 2019, to meet the foregoing appropriations:

<u>General Fund</u>	
Property Taxes	\$ 3,564,129
License and Permits	196,704
Intergovernmental Revenue	1,733,311
Charges for Services	1,328,972
Interest Income	38,000
Other Revenue	91,000
Transfers In	647,650
Other Financing Sources- Fund Balance	156,000
Total General Fund	\$ 7,755,766
<u>Major Streets Fund</u>	
Intergovernmental Revenue	\$ 989,000
Special Assessments	100,956
Transfers In	1,691,800
Other Financing Sources- Fund Balance	3,366
Total Major Streets Fund	\$ 2,785,122
<u>Local Streets Fund</u>	
Intergovernmental Revenue	\$ 346,825
Special Assessments	61,000
Transfers In	1,204,530
Other Financing Resources	-
Total Local Streets Fund	\$ 1,612,355
<u>Downtown Facade Fund</u>	
Grant Revenue	\$ 518,750
Other Revenue	500,000
Total Downtown Façade Fund	\$ 1,018,750
<u>CDBG Revolving Loan Fund</u>	
Other Revenue	\$ 4,536
<u>Housing/Rental Rehab Fund</u>	
Grant Revenue	\$ 108,800
Other Revenue	80,000
Total Housing/Rental Rehab Fund	\$ 188,800
<u>Historical Commission Fund</u>	
Interest/Rental Income	\$ 14,270
Other Revenue	40,000
Transfers In	33,000
Other Financing Sources- Fund Balance	1,846
Total Major Streets Fund	\$ 89,116

<u>Debt Service Fund</u>	
Property Taxes	\$ 502,201
DDA Contribution	<u>78,115</u>
Total Debt Service	\$ 580,316
 <u>Capital Improvement Fund</u>	
Transfers In	\$ 358,840
 <u>Capital Improvement Streets Fund</u>	
Other Financing Sources- Debt Proceeds	\$ 4,900,000
 <u>Transportation Fund</u>	
Transfers In	\$ 24,547
Other Financing Sources-Fund Balance	<u>52,831</u>
Total Transportation	\$ 77,378
 <u>Sewer Fund</u>	
Charges for Services	\$ 1,600,000
License and Permits	500
Interest and Penalties	<u>33,000</u>
Total Sewer Fund	\$ 1,633,500
 <u>Water Fund</u>	
Charges for Services	\$ 2,750,000
Intergovernmental Revenue	1,000,000
License and Permits	20,000
Interest and Penalties	45,600
Other Revenue	<u>23,000</u>
Total Water Fund	\$ 3,838,600
 <u>Waste Water Treatment Fund</u>	
Charges for Services	\$ 1,648,000
Interest Income	5,000
Other Revenue	<u>5,000</u>
Total Waste Water Treatment Fund	\$ 1,658,000
 <u>Fleet Fund</u>	
Rental Income	\$ 700,000
 <u>Brownfield Authority</u>	
Property Taxes	\$ 224,702
Other Income	<u>8,904</u>
Total Water and Sewer Fund	\$ 233,606

Section 6: Millage Levy

The City Council shall cause to be levied and collected the general property tax on all real and personal property within the city upon the current tax roll an amount equal to 15.9770 mills per \$1,000 of taxable value consisting of 13.0070 mills for operating, 1.0000 mill to operate a solid waste recycling program and 1.9700 mills for debt

Section 7: Adoption of Budget by Reference

The general fund budget of the City of Owosso is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 4 and 5 of this act.

Section 8: Appropriation not a Mandate to Spend

Appropriations will be deemed maximum authorizations to incur expenditures. The fiscal officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any city order for expenditures that exceed appropriations.

Section 9: Periodic Fiscal Reports

The fiscal officer shall provide the City Council monthly reports of fiscal year to date revenues and expenditures compared to the budgeted amounts.

Section 10: Limit on Obligations and Payments

No obligation shall be incurred against, and no payment shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

Section 11: Budget Monitoring

Whenever it appears to the fiscal officer or the city Council that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures shall exceed an appropriation, the fiscal officer shall present to the city Council recommendations to prevent expenditures from exceeding available revenues or appropriations for the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues, or both.

Motion supported by Councilmember Teich.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Greenway.

Consumers Energy Easement

City Manager Henne noted that this easement is being requested to accommodate the new location of a line that requires replacement.

Utilities Director Glenn M. Chinavare indicated he had no issues with the location of the proposed easement, his only concern is that Consumers bore down deep enough to miss the existing irrigation system and electrical lines servicing the parking lot. He said staff will be on hand to monitor the project when it gets underway.

Motion by Mayor Pro-Tem Osika to grant Consumers Energy a 12' easement to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of the Exchange Street parking lot as follows:

RESOLUTION NO. 82-2018

GRANTING A PERMANENT EASEMENT FOR ELECTRIC FACILITIES TO CONSUMERS ENERGY

WHEREAS, Consumers Energy maintains an electrical line under a portion of the alley south of the Exchange Street parking lot (Lot #5); and

WHEREAS, said line needs to be replaced and the current location is no longer feasible; and

WHEREAS, Consumers Energy desires to relocate the replacement line in a more appropriate area under the Exchange Street parking lot north of the current location; and

WHEREAS, Consumers has requested the City grant a permanent easement measuring 6' on either side of the relocated line to allow for construction, operation, maintenance, and inspection of said line; and

WHEREAS, City staff has reviewed the request, concurs with the proposed relocation, and requests that Consumers Energy restrict their line to an area at least 36" below the surface to avoid existing underground facilities; and

WHEREAS, the city of Owosso is willing to grant a permanent easement for that portion of Lot #5 as described in Exhibit B of the easement agreement.

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 grant a permanent easement as outlined by the terms set forth in the attached Easement for Electric Facilities between the city of Owosso and Consumers Energy.

SECOND: The Mayor and City Clerk are instructed and authorized to execute said easement documents.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Greenway.

MABAS Agreement Approval

City Manager Henne relayed his experience with MABAS at his previous municipality saying they provided much needed help in the midst of a crisis.

Motion by Councilmember Fox to approve the Amended Michigan Mutual Aid Box Alarm System Association Interlocal Agreement creating the Shiawassee County MABAS Division and further improving fire services to local residents and the region as follows:

RESOLUTION NO. 83-2018

AUTHORIZING THE PARTICIPATION IN THE MICHIGAN MUTUAL AID BOX ALARM SYSTEM (MABAS)

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical services, technical rescue, hazardous incident response, and other emergency response services ("Fire Services"); and

WHEREAS, Fire Services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents"); and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

WHEREAS, the City of Owosso desires to enter into an interlocal agreement, pursuant to the Act, to further improve Fire Services; and

WHEREAS, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response; and

WHEREAS, as a result of entering into said interlocal agreement the Parties will create the Shiawassee County MABAS Division; and

WHEREAS, The City of Owosso has the authority to execute this Agreement pursuant to resolution of its governing body; and

WHEREAS, The City of Owosso desires to commit personnel and equipment to another Party if deemed reasonable upon the request of another Party per the terms of the agreement.

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

FIRST: The City of Owosso finds it is the best interest of its citizens from a safety and fiscal standpoint to enter into an Interlocal Agreement creating the Shiawassee County MABAS Division.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Amended Michigan Mutual Aid Box Alarm System Association Agreement.

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Greenway.

COMMUNICATIONS

Karen K. Ruddy, Finance Director. April 2018 Financial Report.
N. Bradley Hissong, Building Official. April 2018 Building Department Report.
N. Bradley Hissong Building Official. April 2018 Code Violations Report.
Kevin D. Lenkart, Public Safety Director. April 2018 Police Report.
Kevin D. Lenkart, Public Safety Director. April 2018 Fire Report.
Historical Commission. Minutes of April 9, 2018.
Parks & Recreation Commission. Minutes of April 25, 2018.

CITIZEN COMMENTS AND QUESTIONS

District 2 County Commission Dan McMaster relayed some of his experience with a MABAS agreement and the resources the City has access to as a result of joining the agreement.

Cynthia Farrell, 1104 North Hickory Street, relayed her experience with a home next door to hers that had burned a few years ago. She also briefly detailed her educational background and career experience.

Tom Manke, Owosso Township resident, said he felt that Niche was only doing what the former City Council requested by establishing an outdoor service area. He said Council should be happy there is a new business in town and not be so critical of things like brackets on the sidewalk.

Eddie Urban, 601 Glenwood Avenue, announced that those interested in driving the DAV van could call 743-2231 for more information.

Mayor Eveleth offered to keep Mr. Turner updated on progress with the Comstock Street house.

Councilmember Bailey thanked Assistant City Manager Montenegro for all of her work here at the City. She said she will be missed.

Councilmember Fox inquired who makes the call to have a home boarded up after a fire. Staff noted that the Public Safety Department asks owners to board up the home but that they are not required to do so.

NEXT MEETING

Monday, June 04, 2018

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 8:32 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: June 4, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Resolution No. 5 for Howard Street Reconstruction; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2018-04 and the subject project will be conducted on June 4, 2018 bringing us to Step Five as follows:

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

Staff recommends authorization of Resolution No. 5 for the following public improvement:

Special Assessment District No. 2018-04
Howard Street, Public Street, from Washington Street to 150' east of Park Street

Attachment/s: Howard Street Resolution No. 5

RESOLUTION NO.

**HOWARD STREET
FROM WASHINGTON STREET TO 150' EAST OF PARK STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5**

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

HOWARD STREET FROM WASHINGTON STREET TO 150' EAST OF PARK STREET
STREET RECONSTRUCTION

and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$23,098.72 is hereby confirmed and shall be known as Special Assessment Roll No. 2018-04.
2. Said special assessment roll shall be divided into ten installments, the first of which shall be due and payable on September 1, 2018, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2018.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2018 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

**HOWARD STREET FROM WASHINGTON TO 150' EAST OF PARK
SPECIAL ASSESSMENT DISTRICT NO. 2018-04
ASSESSMENT ROLL**

HOWARD ST FROM WASHINGTON TO 150 ' EAST OF PARK
SOUTH SIDE

SPECIAL ASSESSMENT ROLL-FINAL-JUNE 4, 2018

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
503-507	S. WASHINGTON	651-020-002	122	1	122	\$81.75	\$9,972.96	B-4
152 OR 510	E. HOWARD OR S. PARK	651-020-001	122	0.75	91.5	\$81.75	\$7,479.72	B-4
515	S. PARK	651-019-001	32.5	0.75	24.375	\$81.75	\$1,992.55	B-4
			276.5		237.875		\$19,445.23	

FINAL AMOUNT OF ASSESSMENT ADJUSTED	OWNER NAME
\$9,972.96	J. NEWTON
\$7,479.72	C. LUDINGTON
\$1,992.55	L. DONELSON
\$19,445.23	

NORTH SIDE

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
	E. HOWARD	651-000-005	120	1	120	\$81.75	\$9,809.47	I-2
	E. HOWARD	651-000-004	231.5	1	231.5	\$81.75	\$18,924.10	I-2
			351.5		351.5		\$28,733.57	

FINAL AMOUNT OF ASSESSMENT ADJUSTED	OWNER NAME
\$2,249.38	*J. NEWTON
\$1,404.11	**R. RUST
\$3,653.49	

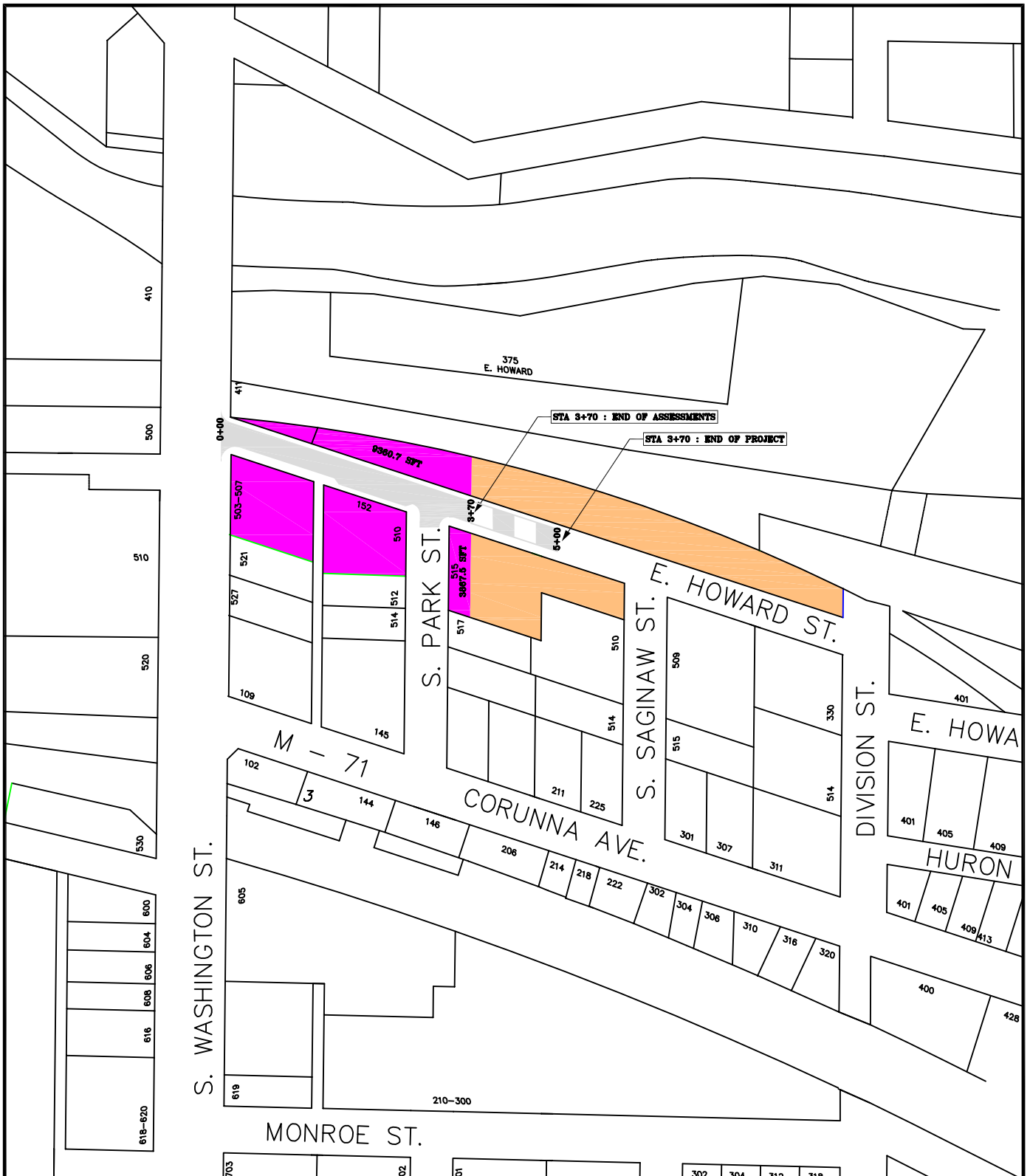
* Roll Number 651-000-005 calculated with fairness factor for vacant property: (Parcel area affected) x (assessed value per square foot) x factor = adjusted assessment amount
(1525 sft) x (\$0.59/sft) x 2.5 = \$2,249.38

**Roll Number 651-000-004 calculated with fairness factor for vacant property: (Parcel area affected) x (assessed value per square foot) x factor = adjusted assessment amount
(9360.7 Sft) x (\$0.06/Sft) x 2.5 = \$1404.11

HOWARD SPECIAL ASSESSMENT ROLL

ENGINEER'S ESTIMATE-ELIGIBLE ITEMS		\$120,447.00		
CITY SHARE	60%	\$72,268.20		
LAND OWNER	40%	\$48,178.80	AMOUNT ASSESSMENT-AFTER ADJUSTMENT	\$23,098.72
TOTAL				
		TOTAL		
ASSESSABLE FRONT FOOT		589.375		
FRONT FOOT RATE		\$81.75		

OWOSSO





MEMORANDUM

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

DATE: June 4, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Resolution No. 5 for Stewart Street Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2018-06 and the subject project will be conducted on June 4, 2018 bringing us to Step Five as follows:

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

Staff recommends authorization of Resolution No. 5 for the following public improvement:

Special Assessment District No. 2018-06
Stewart Street, Public Street, from Cedar Street to Shiawassee Street

Attachment/s: Stewart Street Resolution No. 5

RESOLUTION NO.

**STEWART STREET
FROM CEDAR STREET TO SHIAWASSEE STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5**

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

STEWART STREET FROM CEDAR STREET TO SHIAWASSEE STREET
STREET RESURFACING

and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$75,155.58 is hereby confirmed and shall be known as Special Assessment Roll No. 2018-06.
2. Said special assessment roll shall be divided into ten installments, the first of which shall be due and payable on September 1, 2018, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2018.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2018 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

STEWART CEDAR TO SHIAWASSEE
NORTH SIDE

SPECIAL ASSESSMENT ROLL-FINAL-JUNE 4, 2018

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
720-730	STEWART	673-006-001	263.5	0.75	197.63	\$37.06	\$7,323.98	RM-2
702	STEWART	673-006-007	60	1	60.00	\$37.06	\$2,223.60	R-1
624	STEWART	673-006-008	63	1	63.00	\$37.06	\$2,334.78	R-1
620	STEWART	673-006-009	66	1	66.00	\$37.06	\$2,445.96	R-1
616	STEWART	673-006-010	66	1	66.00	\$37.06	\$2,445.96	R-1
612	STEWART	673-006-011	66	0.75	49.50	\$37.06	\$1,834.47	R-1
610	STEWART	673-007-006	66	0.75	49.50	\$37.06	\$1,834.47	R-1
608	STEWART	673-007-007	66	1	66.00	\$37.06	\$2,445.96	R-1
538	STEWART	673-007-008	66	1	66.00	\$37.06	\$2,445.96	R-1
534	STEWART	673-007-009	66	1	66.00	\$37.06	\$2,445.96	R-1
524	STEWART	673-007-010	198	0.75	148.50	\$37.06	\$5,503.41	R-1
720	SHIAWASSEE	673-007-011	92.5	0.75	69.38	\$37.06	\$2,571.04	R-1
			1139		967.50		\$35,855.55	

STEWART CEDAR TO SHIAWASSEE
SOUTH SIDE

SPECIAL ASSESSMENT ROLL

ADDRESS NO.	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	
739	STEWART	070-002-010	56.33	0.75	42.25	\$37.06	\$1,565.69	R-1
735	STEWART	070-002-009	33	1	33.00	\$37.06	\$1,222.98	R-1
731	STEWART	070-002-008	33	1	33.00	\$37.06	\$1,222.98	R-1
727	STEWART	070-002-007	66	1	66.00	\$37.06	\$2,445.96	R-1
723	STEWART	070-002-006	66	1	66.00	\$37.06	\$2,445.96	R-1
717	STEWART	070-002-005	66	1	66.00	\$37.06	\$2,445.96	R-1
711	STEWART	070-002-004	66	1	66.00	\$37.06	\$2,445.96	R-1
705	STEWART	070-002-003	66	1	66.00	\$37.06	\$2,445.96	R-1
631	STEWART	070-002-002	66	1	66.00	\$37.06	\$2,445.96	R-1
625	STEWART	070-002-001	66	0.75	49.50	\$37.06	\$1,834.47	R-1
615	STEWART	070-001-009	66	0.75	49.50	\$37.06	\$1,834.47	R-1
607	STEWART	070-001-008	66	1	66.00	\$37.06	\$2,445.96	R-1
601	STEWART	070-001-007	66	1	66.00	\$37.06	\$2,445.96	R-1
531	STEWART	070-001-006	66	1	66.00	\$37.06	\$2,445.96	R-1
525	STEWART	070-001-005	66	1	66.00	\$37.06	\$2,445.96	R-1
521	STEWART	070-001-004	66	1	66.00	\$37.06	\$2,445.96	R-1
515	STEWART	070-001-001	95	1	95.00	\$37.56	\$3,568.20	B-1
802	SHIAWASSEE	070-001-002	40.67	0.75	30.50	\$37.56	\$1,145.67	I-1
			1116		1058.75		\$39,300.03	

STEWART

SPECIAL ASSESSMENT ROLL

		RESIDENTIAL RATE	COMMERCIAL RATE		
ENGINEER'S ESTIMATE-ELIGIBLE ITEMS		\$190,276.31	\$190,276.31	NORTH SIDE	\$35,855.55
CITY SHARE	60%	\$115,183.41	\$114,165.79	SOUTH SIDE	\$39,300.03
LAND OWNER	40%	\$75,092.90	\$76,110.52	TOTAL BOTH SIDE	\$75,155.58
ASSESSABLE FRONT FOOT	2026.25' TOTAL	1900.75'	125.50'		
FRONT FOOT RATE=Land Owner Share/2026.25		\$37.06	\$37.56		

OWOSSO



STEWART FROM CEDAR TO SHIAWASSEE



MEMORANDUM

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

DATE: May 31, 2018

TO: Mayor Eveleth and Owosso City Council members

FROM: Planning Commission

SUBJECT: First Reading and Set Public Hearing for July 2, 2018 to receive citizen comment regarding the proposal to add Chapter 16.5 to the *Owosso Code of Ordinances* and amend various sections of Chapter 38 of the Zoning Code for the purpose of adding provisions governing Medical Marihuana Licensing Facilities.

RECOMMENDATION:

The Owosso Planning Commission recommends setting a public hearing on July 2, 2018 to receive citizen comment regarding the adoption of ordinance language regulating Medical Marihuana Licensing Facilities.

BACKGROUND:

A public hearing was held by the Owosso Planning Commission on Tuesday, May 29, 2018 at its regularly scheduled meeting to receive citizen comment regarding draft ordinance language to regulate Medical Marihuana Licensing Facilities. The Planning Commission has been working on this for some time, workshops for the public have been held throughout the process, as well as presentations given to local service clubs and to the downtown business owners.

If this language is eventually adopted, Council will be responsible for setting a 30 day window to receive applications for provisioning centers. Staff will do a lottery drawing for these specific applications after the 30 day window is closed, recording the names of all applicants in the order they are drawn.

RESOLUTION NO.

**AUTHORIZING SETTING A PUBLIC HEARING TO
ADD CHAPTER 16.5, MEDICAL MARIHUANA FACILITIES LICENSING,
AND AMEND VARIOUS SECTIONS OF CHAPTER 38, ZONING,
OF THE CODE OF THE CITY OF OWOSSO
TO AUTHORIZE AND REGULATE MEDICAL MARIHUANA RELATED FACILITIES**

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

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

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

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

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

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

WHEREAS, the Planning Commission further recommends adoption of the following amendments to the Code of the City of Owosso to govern the operation of medical marihuana related facilities.

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

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

Sec. 16.5-1. - Purpose.

- (a) It is the intent of this ordinance to authorize the establishment of certain types of medical marihuana facilities in the city of Owosso and provide for the adoption of reasonable restrictions to protect the public health, safety, and general welfare of the community at large; retain the character of neighborhoods; and mitigate potential impacts on surrounding properties and persons. It is also the intent of this ordinance to help defray administrative and enforcement costs associated with the operation of a marihuana facility in the city of Owosso through imposition of an annual, nonrefundable fee of \$5,000.00 on each medical marihuana facility licensee. Authority for the enactment of these provisions is set forth in the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq. Further, the city does not intend that permitting and regulation under this chapter be construed as a finding that such facilities comply with any law.
- (b) Nothing in this ordinance is intended to grant immunity from criminal or civil prosecution, penalty, or sanction for the cultivation, manufacture, possession, use, sale, or distribution of marihuana, in any form, that is not in compliance with the Michigan Medical Marihuana Act, Initiated Law 1 of

2008, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; the Marihuana Tracking Act, MCL 333.27901 et seq.; and all other applicable rules promulgated by the state of Michigan.

- (c) As of the effective date of this ordinance, marihuana remains classified as a Schedule 1 controlled substance under the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., which makes it unlawful to manufacture, distribute, or dispense marihuana, or possess marihuana with intent to manufacture, distribute, or dispense marihuana. Nothing in this ordinance is intended to grant immunity from any criminal prosecution under federal laws.
- (d) Must comply with all state building codes, including but not limited to plumbing, mechanical, electrical, building energy and fire codes which includes the city of Owosso zoning ordinance, as applicable under law.

Sec. 16.5-2. – Definitions.

For the purposes of this ordinance:

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

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

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

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

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

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

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

Provisioning center means a licensee that is a commercial entity located in Michigan that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient

connected to the caregiver in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., is not a provisioning center for purposes of this article.

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

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

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

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

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

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

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

- (a) No person shall operate a marihuana facility in city of Owosso without a valid marihuana facility license issued by the city of Owosso pursuant to the provisions of this ordinance.
- (b) Every applicant for a license to operate a marihuana facility shall file an application in the city clerk's office upon a form provided by the city of Owosso.
- (c) Every applicant for a license to operate a marihuana facility shall submit with the application a photocopy of the applicant's valid provisional license issued by the State of Michigan in accordance with the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.

- (d) Upon an applicant's completion of the above-provided form and furnishing of all required information and documentation, the city clerk shall accept the application and assign it a sequential application number by facility type based on the date and time of acceptance. The city clerk shall act to approve or deny an application not later than fourteen (14) days from the date the application was accepted. If approved, the city clerk shall issue the applicant a provisional license.
- (e) A provisional license means only that the applicant has submitted a valid application for a marihuana facility license, and the applicant shall not locate or operate a marihuana facility without obtaining all other permits and approvals required by all other applicable ordinances and regulations of the city of Owosso. A provisional license will lapse and be void if such permits and approvals are not diligently pursued to completion.
- (f) Within fourteen (14) days from the applicant submitting proof of obtaining all other required permits and approvals and payment of the license fee, the city clerk shall approve or deny the marihuana facility license. The city clerk shall issue marihuana facility licenses in order of the sequential application number previously assigned.
- (g) Maintaining a valid marihuana facility license issued by the state is a condition for the issuance and maintenance of a marihuana facility license under this ordinance and continued operation of any marihuana facility.
- (h) A marihuana facility license issued under this ordinance is not transferable.
- (i) If the application is for a grower's license, the maximum number of plants that the applicant intends to grow will be included.
- (j) The License requirement in this chapter applies to all facilities whether operated for profit or not for profit.

Sec. 16.5-5. - License Renewal.

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

Sec. 16.5-6. – Applicability.

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

Sec. 16.5-7. - Penalties and Enforcement.

- (a) Any person who violates any of the provisions of this ordinance shall be responsible for a misdemeanor. Each day a violation of this Ordinance continues to exist constitutes a separate violation. A violator of this Ordinance shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan law.

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

Sec. 16.5-8. - Severability.

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

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

Sec. 38-5. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

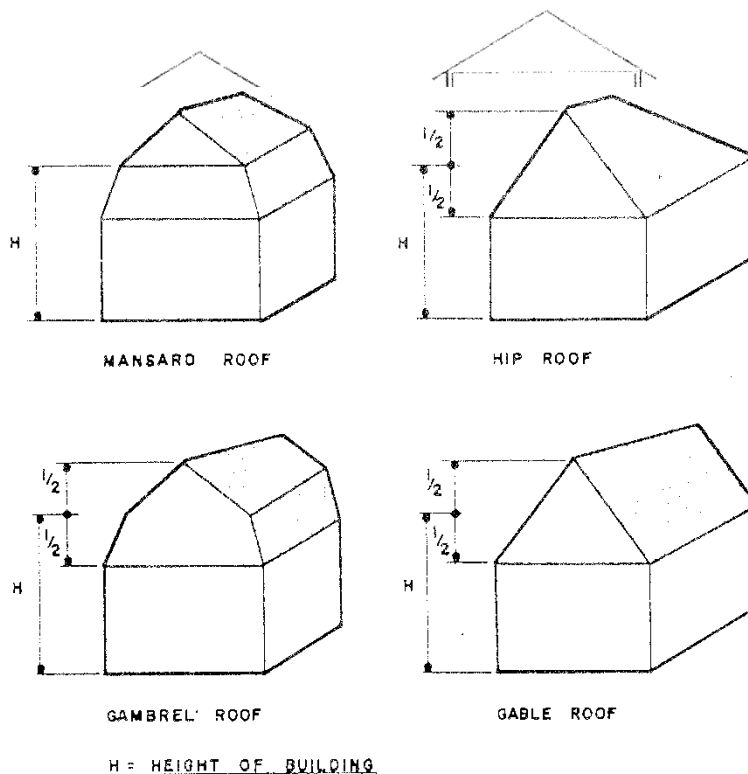
Garage, service. Any premises used for the storage or care of motor-driven vehicles, or where any such vehicles are equipped for operation, repaired, or kept for remuneration, hire or sale.

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

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

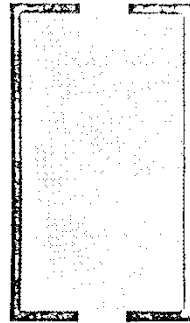
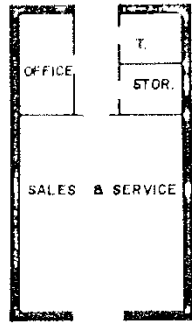
Group day care home. A private home where seven (7) to twelve (12) children are received for care and supervision for periods of less than twenty-four (24) hours a day and for more than four (4) weeks during a calendar year.

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

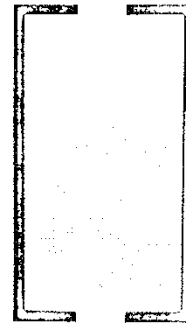


BUILDING HEIGHT



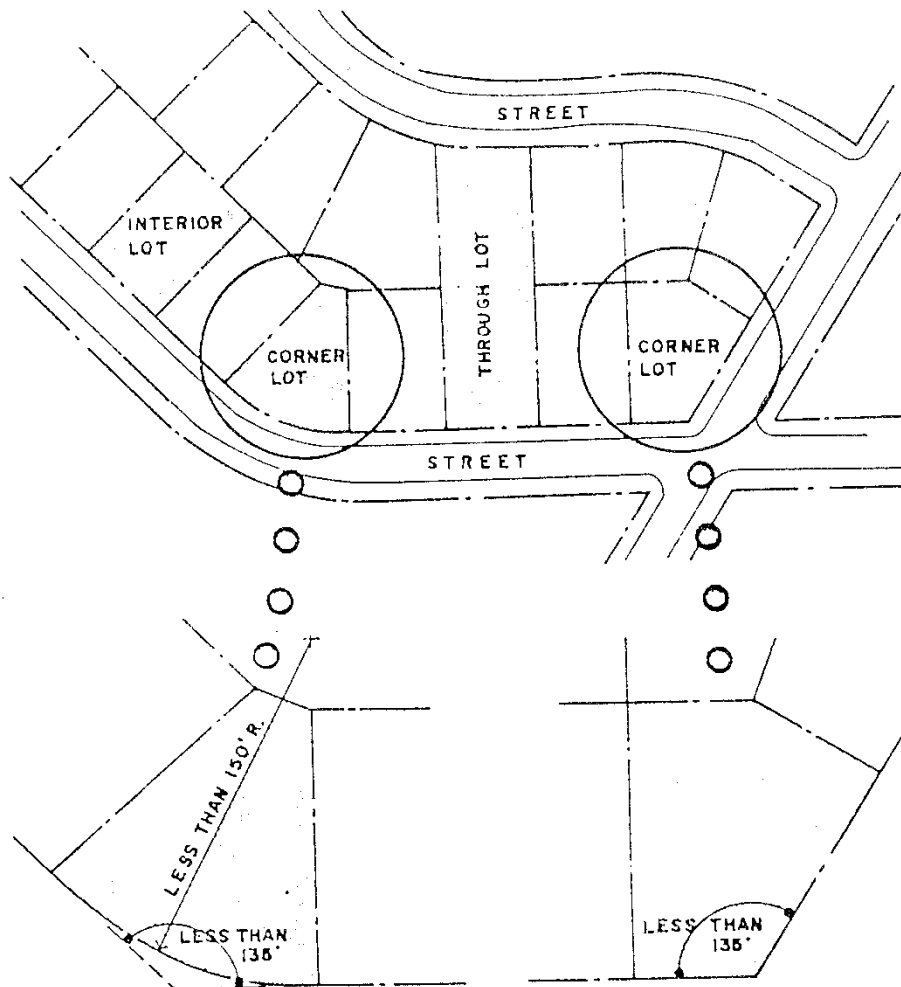


TOTAL FLOOR AREA



USABLE FLOOR AREA
(FOR PURPOSES OF COMPUTING PARKING)

FLOOR AREA



INTERIOR, THROUGH & CORNER LOTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

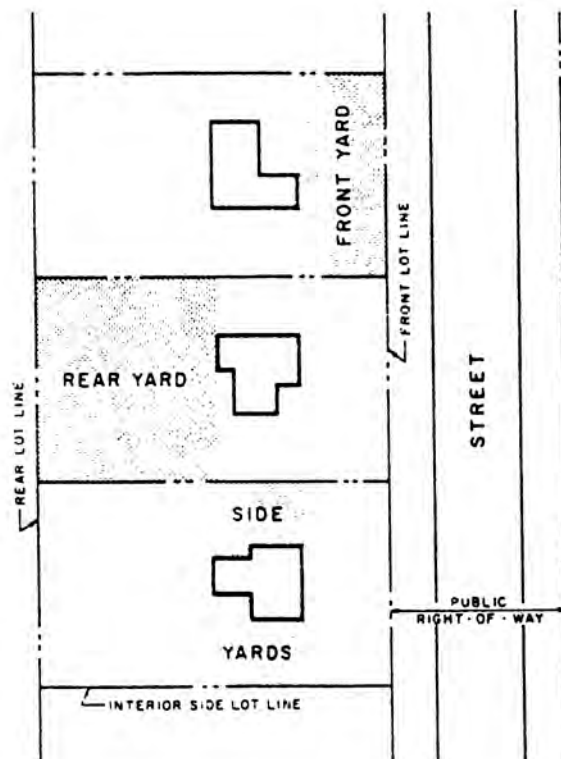
Temporary use. Any use, event, or display of a temporary, seasonal, or portable nature that is customary and incidental to the primary permitted use, providing that such use is not otherwise regulated or permitted by this article or a valid site plan.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

1. **Hours.** A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 8:00 a.m. and 9:00 p.m.
2. **Indoor Activities.** All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A provisioning center shall not have a walk-up window or drive-thru window service.
3. **Other Activities.** Marihuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by the provisioning center.
4. **Nonconforming Uses.** A provisioning center may not locate in a building in which a nonconforming retail use has been established in any district.
5. **Physical Appearance.** The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area, and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area.
6. **Buffer Zones.** A provisioning center may not be located within the distance specified from the uses below as determined by the city of Owosso. Distance shall be measured as stipulated in the Michigan Liquor Control Act as follows: The distance between the school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the school building nearest to the contemplated location and from the part of the contemplated location nearest to the school building.
 - i. A provisioning center may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school.
 - ii. A provisioning center may not be located within 100 feet of a residentially zoned property.
 - iii. A new application for a provisioning center, or a request to transfer location of an existing license, may be denied if the proposed location is within 200 feet of a school. The City may waive the school provision if the school does not file an objection to the proposed license. If the school does file an objection, the City shall hold a hearing before making a decision on the issuance of the license.
7. **Odor.** As used in this subsection, building means the building, or portion thereof, used for a provisioning center.
 - i. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - ii. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - iii. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.

- iv. **Negative air pressure shall be maintained inside the building.**
- v. **Doors and windows shall remain closed, except for the minimum time length needed to allow people to ingress or egress the building.**
- vi. **An alternative odor control system is permitted if the special use applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.**

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

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

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

- (1) Any retail business or service establishment permitted in the B-2 district as principal uses permitted;
- (2) Offices and showrooms of plumbers, electricians, decorator or similar trades, in connection with which not more than twenty-five (25) percent of the floor area of the building or part of the building occupied by said establishment is used for making, assembling, remodeling, repairing, altering, finishing or refinishing its product or merchandise, and provided that, the ground floor premises facing upon, and visible from, any abutting street shall be used only for entrances, offices, or display. All storage of materials of any kind shall be within the confines of the building or part thereof occupied by said establishment;
- (3) Newspaper offices and printing plants;
- (4) Storage facilities when incident to and physically connected with any principal use permitted, provided that such facility be within the confines of the building or part thereof occupied by said establishment;
- (5) Hotels;
- (6) Other uses similar to the above uses;
- (7) Accessory structures and uses customarily incident to the above permitted uses;
- (8) Residential structures existing as of January 1, 2012.
- (9) A marihuana provisioning center as authorized by the city of Owosso's police power authorizing ordinance.**
 - a. Provisioning centers shall be subject to the following standards:**
 - 1. Hours. A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 8:00 a.m. and 9:00 p.m.**
 - 2. Indoor Activities. All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A provisioning center shall not have a walk-up window or drive-thru window service.**

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

system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.

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

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

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

- (1) Any retail business or service establishment permitted in the B-1, B-2 and B-3 districts as principal uses permitted;
- (2) Mortuary establishments subject to the conditions of section 38-173;
- (3) Bowling alley, billiard hall, indoor archery range, indoor tennis courts, or other commercial recreation operation when completely enclosed in a building;
- (4) New and used motor vehicle salesroom, showroom, or office;
- (5) Public utility offices, exchanges, transformer stations and substations, pump stations but not including outdoor storage;
- (6) Establishments of plumbers, heating contractors, decorators and electricians or similar trades;
- (7) Other uses similar to the above uses;
- (8) Accessory structures and uses customarily incident to the above permitted uses;
- (9) Residential structures existing as of January 1, 2012.

(10) A marihuana provisioning center as authorized by the city of Owosso's police power authorizing ordinance.

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

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

The distance between the school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the school building nearest to the contemplated location and from the part of the contemplated location nearest to the school building.

- i. A provisioning center may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school.
- ii. A provisioning center may not be located within 100 feet of a residentially zoned property.
- iii. A new application for a provisioning center, or a request to transfer location of an existing license, may be denied if the proposed location is within 200 feet of a school. The City may waive the school provision if the school does not file an objection to the proposed license. If the school does file an objection, the City shall hold a hearing before making a decision on the issuance of the license.

7. **Odor.** As used in this subsection, building means the building, or portion thereof, used for a provisioning center.

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

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

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

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

- (1) Any use charged with the principal function of basic research, design and pilot or experimental product development when conducted within a completely enclosed building;
- (2) Any of the following uses when the manufacturing, compounding or processing is conducted wholly within a completely enclosed building. That portion of the land used for open storage facilities for materials or equipment used in the manufacturing, compounding, or processing shall be totally obscured by a wall on those sides abutting any residential, office or business districts, and on any front yard abutting a public thoroughfare except as otherwise provided in section 38-289. In I-1 districts, the extent of such a wall may be determined by the planning commission on the basis of usage. Such a wall shall not be less than four (4) feet six (6) inches in height and may, depending upon land usage, be required to be eight (8) feet in height, and shall be subject further to the requirements of article XVII, general provisions. A chain link fence, with intense evergreen shrub planting, shall be considered an obscuring wall. The height shall be determined in the same manner as the wall height as above set forth.
 - a. Warehousing and wholesale establishments, and trucking facilities;
 - b. The manufacture, compounding, processing, packaging or treatment of such products such as, but not limited to, bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware and cutlery, tool, die, gauge and machine shops;
 - c. The manufacture, compounding, assembling, or treatment of articles or merchandise from previously prepared materials: bone, canvas, cellophane, cloth, cork, elastomers, feathers, felt, fibre, fur, glass, hair, horn, leather, paper, plastics, rubber, precious or semi-precious metals or stones, sheet metal, shell, textiles, tobacco, wax, wire, wood and yarns;
 - d. The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas;
 - e. Manufacture of musical instruments, toys, novelties and metal or rubber stamps, or other molded rubber products;
 - f. Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs;
 - g. Laboratories—experimental, film or testing;
 - h. Manufacturing and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves and the like;
 - i. Central dry cleaning plants or laundries provided that such plants shall not deal directly with consumer at retail;
 - j. All public utilities, including buildings, necessary structures, storage yards and other related uses.
- (3) Warehouses, storage and transfer and electric and gas service buildings and yards; public utility buildings, telephone exchange buildings, electrical transformer stations and substations, and gas regulator stations; water supply and sewage disposal plants; water and gas tank holders; railroad transfer and storage tracks; railroad rights-of-way; freight terminals;
- (4) Storage facilities for building materials, sand, gravel, stone, lumber, storage of contractor's equipment and supplies, provided such is enclosed within a building or within an obscuring wall or fence on those sides abutting all residential, office, or business districts, and on any yard abutting a public thoroughfare. In any "I-1" district, the extent of such fence or wall may be determined by the planning commission on the basis of usage. Such fence or wall shall not be less than five (5) feet in height, and may, depending on land usage, be required to be eight (8) feet in height. A chain link type fence, with heavy evergreen shrubbery inside of said fence, shall be considered to be an obscuring fence;

- (5) Municipal uses such as water treatment plants, and reservoirs, sewage treatment plants, and all other municipal buildings and uses, including outdoor storage;
- (6) Commercial kennels;
- (7) Greenhouses;
- ~~(8) The operation of a medical marihuana growing facility provided that the medical marihuana growing facility is operated in full compliance with the Medical Marihuana Act, MCL 333-26421, and no medical marihuana growing facility shall be located within one thousand (1,000) feet of any other medical marihuana growing facility, any park identified and so signed by the city, or any public or private school, college, or university property, nor shall any medical marihuana growing facility be located within five hundred (500) feet of the following uses, as defined and measured by the Michigan Liquor Control Act, MCL 436.15031:~~
 - ~~a. Any house of worship;~~
 - ~~b. Any parcel zoned and used for residential purposes;~~
 - ~~c. Any licensed day care facility;~~
 - ~~d. Any public library.~~
- ~~(8)(9)~~ Other uses of a similar and no more objectionable character to the above uses;
- ~~(9)(10)~~ Accessory buildings and uses customarily incident to any of the above permitted uses;
- ~~(10)(11)~~ Residential structures existing as of January 1, 2012.
- (11) A marihuana provisioning center, grower, processor, safety compliance facility or secure transporter as authorized by the city of Owosso's police power authorizing ordinance.**
 - a. Any uses or activities found by the state of Michigan or a court with jurisdiction to be unconstitutional or otherwise not permitted by state law may not be permitted by the city of Owosso. In the event that a court with jurisdiction declares some or all of this article invalid, then the city of Owosso may suspend the acceptance of applications for Medical Marihuana Facilities Licenses pending the resolution of the legal issue in question.**
 - b. The use or facility must be at all times in compliance with all other applicable laws and ordinances of the city of Owosso.**
 - c. The city of Owosso may suspend or revoke a Medical Marihuana Facilities License based on the finding that the provisions of the Medical Marihuana Facilities Licensing Act, all other applicable provisions of this zoning ordinance, the city of Owosso's police power authorizing ordinance, or the approved site plan are not met.**
 - d. A marihuana facility, or activities associated with the licensed growing, processing, testing, transporting, or sales of marihuana, may not be permitted as a home business or accessory use nor may they include accessory uses except as otherwise provided in this ordinance.**
 - e. Signage requirements for marihuana facilities, unless otherwise specified, are as provided in Chapter 26 – Signs of the *Owosso Code of Ordinances*.**
- (12) Marihuana growers and marihuana processors shall be subject to the following standards:**
 - a. Minimum Yard Depth/Distance from Lot Lines. Minimum yard depth/distance from lot lines shall adhere to measurement requirements as listed in Article XVI. – Schedule of Regulations for each zoning designation as listed.**

- b. **Indoor Production and Processing.** In the I-1 light industrial district, marihuana processing shall be located entirely within one or more completely enclosed buildings. In the I-1 light industrial district, marihuana production shall be located entirely within a fully enclosed, secure, indoor facility or greenhouse with rigid walls, a roof, and doors.
- c. **Maximum Building Floor Space.** The following standards apply in the I-1 light industrial district:
 - 1. If only a portion of a building is authorized for use in marihuana production, a partition wall at least seven feet in height, or a height as required by the applicable building codes, whichever is greater, shall separate the marihuana production space from the remainder of the building. A partition wall must include a door, capable of being closed and locked, for ingress and egress between the marihuana production space and the remainder of the building.
- d. **Lighting.** Lighting shall be regulated as follows:
 - 1. Light cast by light fixtures inside any building used for marihuana production or marihuana processing shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.
 - 2. Outdoor marihuana grow lights shall not be illuminated from 7:00 p.m. to 7:00 a.m. the following day.
- e. **Odor.** As used in this subsection, building means the building, or portion thereof, used for marihuana production or marihuana processing.
 - 1. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - 2. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - 3. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 - 4. Negative air pressure shall be maintained inside the building.
 - 5. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
 - 6. An alternative odor control system is permitted if the special use permit applicant submits and the municipality accepts a report by a mechanical engineer licensed in the state of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.
- f. **Security Cameras.** Security cameras must be used and shall be directed to record only the subject property and may not be directed to public rights-of-way as applicable, except as required to comply with licensing requirements of the state of Michigan. Recordings shall be kept for 90 days.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this article is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this article. The city hereby declares that it would have passed this ordinance, and each section,

subsection, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 9. PUBLIC HEARING. A public hearing is set for Monday, July 2, 2018 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed addition of Chapter 16.5, Medical Marihuana Facilities Licensing, and amendments to various sections of Chapter 38, Zoning, of the Code of Ordinances of the City of Owosso.

SECTION 10. 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 11. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.



MEMORANDUM

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

DATE: June 4, 2018

TO: Mayor Eveleth and the Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: General Engineering Services Agreements

RECOMMENDATION:

Approval of four agreements for general engineering services with:

1. Spicer Group (St Johns, MI)
2. Fleis & Vandenbrink (Grand Blanc, MI)
3. ENG (Lansing, MI)
4. OHM (Saginaw, MI)

The above proposed agreements have been approved by the city manager as to substance and form.

BACKGROUND:

On May 15, 2017, City Council approved the four firms as most qualified to provide General Engineering Service contracts through June 30, 2020. These services are necessary to support the City's engineering staff in carrying out the duties and responsibilities of the Engineering Division whenever workload demands the addition of a consultant's staff and expertise. City staff approves the work provided from the four firms and recommends all four contracts be renewed through June 30, 2019. The term for these agreements will be renewed annually through June 30, 2020.

FISCAL IMPACTS:

City staff will request individual quotes from the four firms whenever there is a need for a specific service. These quotes will be evaluated and administered in accordance with the city of Owosso's Purchasing Policy.

ATTACHMENTS:

Resolution for General Engineering Services

Document originated by: Glenn Chinavare, Director of Public Services

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AGREEMENTS
FOR PROFESSIONAL ENGINEERING SERVICES WITH
ENG., INC.
FLEIS & VANDENBRINK ENGINEERING, INC.
ORCHARD, HILTZ & MCCLIMENT, INC.
SPICER GROUP, INC.**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to secure professional engineering services for various public improvement projects in the city; and

WHEREAS, a quality based selection process was developed to select a qualified engineering firm; and

WHEREAS, the Eng., Inc., Fleis & Vandenbrink Engineering, Inc., Orchard, Hiltz & McCliment, Inc., Spicer Group, Inc. have been determined as most qualified to perform engineering services through this process.

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

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to renew the contracts and employ the firms of Eng., Inc., Fleis & Vandenbrink Engineering, Inc., Orchard, Hiltz & McCliment, Inc., Spicer Group, Inc. to provide professional engineering services for future engineering projects; and
- SECOND: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit A-SG-5, Renewal of Agreement for Professional Engineering Services with Spicer Group, Inc.; and
- THIRD: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-FV-5, Renewal of Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc.; and
- FOURTH: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit D-ENG-2, Renewal of Agreement for Professional Engineering Services with Eng., Inc.; and
- FIFTH: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit A-OHM-1, Renewal of Agreement for Professional Engineering Services with Orchard, Hiltz & McCliment, Inc.; and
- SIXTH: that the city manager of the city of Owosso is hereby instructed to receive cost proposals from each of these four firms for future projects and make recommendation to the City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for a period renewed through June 30, 2019.

EXHIBIT A-SG-5

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Spicer Group, Inc." for the term of July 1, 2018 through June 30, 2019.

For the engineer:
Spicer Group, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2018

Executed: _____, 2018

EXHIBIT C-FV-5

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
FLEIS & VANDENBRINK ENGINEERING, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc." for the term of July 1, 2018 through June 30, 2019.

For the engineer:
Fleis & Vandenbrink Engineering, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2018

Executed: _____, 2018

EXHIBIT D-ENG-2

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
ENG., INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Eng., Inc." for the term of July 1, 2018 through June 30, 2019.

For the engineer:
Eng., Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2018

Executed: _____, 2018

EXHIBIT A-OHM-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
ORCHARD, HILTZ & MCCLIMENT, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Orchard, Hiltz & McCliment, Inc." for the term of July 1, 2018 through June 30, 2019.

For the engineer:
Orchard, Hiltz & McCliment, Inc.

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2018

Executed: _____, 2018



MEMORANDUM

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

DATE: June 4, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: 2018 Street Resurfacing Program-Contract No. 2

RECOMMENDATION:

Approval of the low responsive bid from Joe Raica Excavating, Inc. (Fowlerville, MI) for the resurfacing of Howard and Stewart streets in the amount of \$836,385.30, and authorization for the Mayor and City Clerk to sign the necessary contract documents.

BACKGROUND:

On May 15, 2018, the City received bids for the 2018 Street Resurfacing Program-Contract No. 2. Work includes replacement of pavement, water main, storm sewer, curb and gutter in isolated areas, ADA sidewalk ramps, altogether with related work items; along portions of Howard Street and Stewart Street. Joe Raica. Excavating, Inc. is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$836,385.30. A resolution for awarding the 2018 Street Resurfacing Program-Contract No. 2 to Joe Raica Excavating, Inc. and tabulation of bids received is included for your consideration.

FISCAL IMPACTS:

The project is funded by a combination of the City's 2016 Unlimited Obligation Bond Proceeds Account, (\$550,300.30) Water Main & Hydrants Account No.591-901-972.000 (\$286,085.00), other funds as appropriated. Plus contingency funds for field adjustments by city staff are also requested in the amount of \$50,000.00.

ATTACHMENTS: Resolution, 2018 Street Resurfacing Program-Contract No. 2
Bid Tabulation 2018 Street Resurfacing Program-Contract No. 2

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
JOE RAICA EXCAVATING, INC. FOR
THE 2018 STREET RESURFACING PROGRAM - CONTRACT NO. 2**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to replace water main and perform pavement improvements along portions of Howard Street and Stewart Street as set forth in the contract documents; and

WHEREAS, the city has sufficient funds to perform said improvements from its water funds and 2016 Unlimited Obligation Bond Proceeds funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the 2018 Street Resurfacing Program - Contract No. 2, and a bid was received from Joe Raica Excavating, Inc. and it is hereby determined that Joe Raica Excavating, Inc. is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Joe Raica Excavating, Inc. for the 2018 Street Resurfacing Program - Contract No. 2.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Joe Raica Excavating, Inc. in the amount of \$836,385.30.
- THIRD: The accounts payable department is authorized to pay Joe Raica Excavating Inc. for work satisfactorily completed on the project up to the bid Contract amount of \$836,385.30, plus a contingency amount not to exceed \$50,000.00 for city field staff adjustments.
- FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds Account (\$550,330.30), City Water Main & Hydrants Account No. 591-901-972.000 (\$286,085.00), and other funds as appropriated.

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018

DEPT. Engineering

SUBJECT: 2018 Street Project Contract 2

Road & Storm Sewer: Items 1-62
Water Main: Items 100-139

Engineer's Estimate

Joe Raica Excavating
3640 Nicholson Rd.
Fowlerville, MI 48836
517-251-4508

Zito Construction
8033 Fenton Rd.
Grand Blanc, MI 48439-8998

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max 5% (Road & Storm)		1	LSUM	\$ 68,000.00	\$ 68,000.00	\$ 16,000.00	\$ 16,000.00	\$ 26,950.00	\$ 26,950.00
2	Dr Structure, Rem		12	Ea	\$ 350.00	\$ 4,200.00	\$ 250.00	\$ 3,000.00	\$ 400.00	\$ 4,800.00
3	Sewer, Rem, Less than 24 inch		650	Ft	\$ 10.00	\$ 6,500.00	\$ 10.00	\$ 6,500.00	\$ 16.00	\$ 10,400.00
4	Curb and Gutter, Rem		840	Ft	\$ 7.00	\$ 5,880.00	\$ 4.00	\$ 3,360.00	\$ 8.00	\$ 6,720.00
5	Pavt, Rem		240	Syd	\$ 8.00	\$ 1,920.00	\$ 4.00	\$ 960.00	\$ 7.00	\$ 1,680.00
6	Sidewalk, Rem		585	Syd	\$ 8.00	\$ 4,680.00	\$ 5.00	\$ 2,925.00	\$ 9.00	\$ 5,265.00
7	Machne Grading, Modified		36	Sta	\$ 700.00	\$ 25,200.00	\$ 900.00	\$ 32,400.00	\$ 960.00	\$ 34,560.00
8	Subgrade Undercutting, Type II		200	Cyd	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 24.00	\$ 4,800.00
9	Erosion Control, Inlet Protection, Fabric Drop		15	Ea	\$ 100.00	\$ 1,500.00	\$ 85.00	\$ 1,275.00	\$ 75.00	\$ 1,125.00
10	Erosion Control, Silt Fence		200	Ft	\$ 2.00	\$ 400.00	\$ 2.50	\$ 500.00	\$ 2.00	\$ 400.00
11	Aggregate Base, 8 inch, Modified		6315	Syd	\$ 11.25	\$ 71,043.75	\$ 11.50	\$ 72,622.50	\$ 14.00	\$ 88,410.00
12	Maintenance Gravel		200	Ton	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 30.00	\$ 6,000.00
13	Geotextile, Separator		6315	Syd	\$ 1.50	\$ 9,472.50	\$ 1.50	\$ 9,472.50	\$ 1.60	\$ 10,104.00
14	Sewer, SDR-26, 10 inch, Tr Det B, Modified		248	Ft	\$ 40.00	\$ 9,920.00	\$ 40.00	\$ 9,920.00	\$ 40.00	\$ 9,920.00
15	Sewer, SDR-26, 12 inch, Tr Det B, Modified		96	Ft	\$ 45.00	\$ 4,320.00	\$ 45.00	\$ 4,320.00	\$ 48.00	\$ 4,608.00
16	Sewer, SDR-26, 15 inch, Tr Det B, Modified		93	Ft	\$ 52.00	\$ 4,836.00	\$ 52.00	\$ 4,836.00	\$ 57.00	\$ 5,301.00
17	Sewer, SDR-26, 18 inch, Tr Det B, Modified		280	Ft	\$ 60.00	\$ 16,800.00	\$ 60.00	\$ 16,800.00	\$ 65.00	\$ 18,200.00
18	Plug, 15 inch		1	Ea	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00	\$ 240.00	\$ 240.00
19	Dr Structure, Temp Lowering		9	Ea	\$ 250.00	\$ 2,250.00	\$ 200.00	\$ 1,800.00	\$ 180.00	\$ 1,620.00
20	Dr Structure Cover, Adj, Case 1		11	Ea	\$ 475.00	\$ 5,225.00	\$ 450.00	\$ 4,950.00	\$ 500.00	\$ 5,500.00
21	Dr Structure Cover, EJ 1060		6	Ea	\$ 600.00	\$ 3,600.00	\$ 550.00	\$ 3,300.00	\$ 500.00	\$ 3,000.00
22	Dr Structure Cover, EJ 1120 w/Gasket Seal		9	Ea	\$ 650.00	\$ 5,850.00	\$ 600.00	\$ 5,400.00	\$ 560.00	\$ 5,040.00
23	Dr Structure Cover, EJ 7000		10	Ea	\$ 700.00	\$ 7,000.00	\$ 700.00	\$ 7,000.00	\$ 550.00	\$ 5,500.00
24	Dr Structure 36 inch dia, Modified		9	Ea	\$ 1,400.00	\$ 12,600.00	\$ 1,400.00	\$ 12,600.00	\$ 1,140.00	\$ 10,260.00
25	Dr Structure 48 inch dia, Modified		7	Ea	\$ 1,800.00	\$ 12,600.00	\$ 1,900.00	\$ 13,300.00	\$ 1,410.00	\$ 9,870.00
26	HMA Surface, Rem		6541	Syd	\$ 3.00	\$ 19,623.00	\$ 2.80	\$ 18,314.80	\$ 4.00	\$ 26,164.00
27	Hand Patching		10	Ton	\$ 125.00	\$ 1,250.00	\$ 110.00	\$ 1,100.00	\$ 100.00	\$ 1,000.00
28	HMA, 2C		1281	Ton	\$ 65.00	\$ 83,265.00	\$ 85.00	\$ 108,885.00	\$ 73.00	\$ 93,513.00
29	HMA, 4E3		428	Ton	\$ 75.00	\$ 32,100.00	\$ 85.00	\$ 36,380.00	\$ 78.00	\$ 33,384.00
30	HMA, 5E3		618	Ton	\$ 73.00	\$ 45,114.00	\$ 87.00	\$ 53,766.00	\$ 88.00	\$ 54,384.00
31	HMA Approach		55	Ton	\$ 125.00	\$ 6,875.00	\$ 105.00	\$ 5,775.00	\$ 110.00	\$ 6,050.00
32	Cement		5	Ton	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 190.00	\$ 950.00
33	Saw Cutting		600	Ft	\$ 3.00	\$ 1,800.00	\$ 2.25	\$ 1,350.00	\$ 3.00	\$ 1,800.00
34	Conc Pavt, Nonreinf. 9 inch		30	Syd	\$ 60.00	\$ 1,800.00	\$ 51.50	\$ 1,545.00	\$ 55.00	\$ 1,650.00
35	Driveway, Nonreinf Conc, 6 inch		30	Syd	\$ 45.00	\$ 1,350.00	\$ 39.00	\$ 1,170.00	\$ 40.00	\$ 1,200.00
36	Approach, Cl II, LM		10	Cyd	\$ 40.00	\$ 400.00	\$ 32.00	\$ 320.00	\$ 40.00	\$ 400.00
37	Curb and Gutter, Conc, Det F4		595	Ft	\$ 20.00	\$ 11,900.00	\$ 19.50	\$ 11,602.50	\$ 17.20	\$ 10,234.00
38	Curb and Gutter, Conc, Det F4, Modified		435	Ft	\$ 20.00	\$ 8,700.00	\$ 19.50	\$ 8,482.50	\$ 16.20	\$ 7,047.00
39	Curb and Gutter, Conc, Det B2		180	Ft	\$ 20.00	\$ 3,600.00	\$ 23.50	\$ 4,230.00	\$ 23.00	\$ 4,140.00
40	Detectable Warning Surface		65	Ft	\$ 35.00	\$ 2,275.00	\$ 40.00	\$ 2,600.00	\$ 37.20	\$ 2,418.00
41	Sidewalk Ramp, Conc, 4 inch		1795	Sft	\$ 5.00	\$ 8,975.00	\$ 6.50	\$ 11,667.50	\$ 6.00	\$ 10,770.00
42	Sidewalk, Conc, 4 inch		2,775	Sft	\$ 4.50	\$ 12,487.50	\$ 4.50	\$ 12,487.50	\$ 4.00	\$ 11,100.00
43	Sidewalk, Conc. 6 inch		100	Sft	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018

DEPT. Engineering

SUBJECT: 2018 Street Project Contract 2 (Cont. Pg 2)

Road & Storm Sewer: Items 1-62
Water Main: Items 100-139

Engineer's Estimate

Joe Raica Excavating
3640 Nicholson Rd.
Fowlerville, MI 48836
517-251-4508Zito Construction
8033 Fenton Rd.
Grand Blanc, MI 48439-8998

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
44	Sidewalk, Conc, 7 inch		450	Sft	\$ 7.00	\$ 3,150.00	\$ 5.50	\$ 2,475.00	\$ 6.00	\$ 2,700.00
45	Post, Mailbox		20	Ea	\$ 80.00	\$ 1,600.00	\$ 85.00	\$ 1,700.00	\$ 75.00	\$ 1,500.00
46	Valve Box, Adj		6	Ea	\$ 200.00	\$ 1,200.00	\$ 150.00	\$ 900.00	\$ 175.00	\$ 1,050.00
47	Sanitary Serv Conflict		4	Ea	\$ 1,500.00	\$ 6,000.00	\$ 1,350.00	\$ 5,400.00	\$ 560.00	\$ 2,240.00
48	Abandoned Gas Main Conflict		10	Ea	\$ 500.00	\$ 5,000.00	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00
49	Pavt Mrkg, Waterborne, 4 inch, White		45	Ft	\$ 3.00	\$ 135.00	\$ 4.50	\$ 202.50	\$ 4.00	\$ 180.00
50	Pavt Mrkg, Waterborne, 4 inch, Yellow		90	Ft	\$ 3.00	\$ 270.00	\$ 4.50	\$ 405.00	\$ 4.00	\$ 360.00
51	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym		1	Ea	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 344.00	\$ 344.00
52	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym		1	Ea	\$ 150.00	\$ 150.00	\$ 210.00	\$ 210.00	\$ 260.00	\$ 260.00
53	Barricade, Type III, High Intensity, Double Sided, Furn & Oper		19	Ea	\$ 100.00	\$ 1,900.00	\$ 50.00	\$ 950.00	\$ 60.00	\$ 1,140.00
54	Pedestrian Type II Barricade, Temp		12	Ea	\$ 150.00	\$ 1,800.00	\$ 50.00	\$ 600.00	\$ 70.00	\$ 840.00
55	Lighted Arrow, Type C, Furn & Oper		2	Ea	\$ 300.00	\$ 600.00	\$ 150.00	\$ 300.00	\$ 450.00	\$ 900.00
56	Minor Traffic Devices		1	LSUM	\$ 30,000.00	\$ 30,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,054.00	\$ 4,054.00
57	Plastic Drum, High Intensity, Furn & Oper		80	Ea	\$ 20.00	\$ 1,600.00	\$ 10.00	\$ 800.00	\$ 20.00	\$ 1,600.00
58	Sign, Type B, Temp, Prismatic, Furn & Oper		450	Sft	\$ 5.00	\$ 2,250.00	\$ 3.50	\$ 1,575.00	\$ 5.00	\$ 2,250.00
59	Turf Establishment, Performance		1,075	Syd	\$ 5.00	\$ 5,375.00	\$ 4.00	\$ 4,300.00	\$ 6.00	\$ 6,450.00
60	Sign, Type III, Rem		4	Ea	\$ 10.00	\$ 40.00	\$ 75.00	\$ 300.00	\$ 60.00	\$ 240.00
61	Sign, Type III, Erect, Salv		4	Ea	\$ 40.00	\$ 160.00	\$ 75.00	\$ 300.00	\$ 60.00	\$ 240.00
62	Post, Steel, 3 Pound		64	Ft	\$ 6.00	\$ 384.00	\$ 6.50	\$ 416.00	\$ 8.00	\$ 512.00
TOTAL BID ROAD AND STORM SEWER:						\$ 599,225.75		\$ 550,300.30		\$ 576,837.00
100	Mobilization, Max 5%, (Water Main)		1	LSUM	\$ 50,000.00	\$ 50,000.00	\$ 8,300.00	\$ 8,300.00	\$ 14,000.00	\$ 14,000.00
101	Connect to Ex. Water Main		4	Ea	\$ 3,000.00	\$ 12,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,100.00	\$ 12,400.00
102	Existing Valve with Valve Box Abandonment		5	Ea	\$ 200.00	\$ 1,000.00	\$ 175.00	\$ 875.00	\$ 220.00	\$ 1,100.00
103	Existing Valve with Valve Box Removal		5	Ea	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 350.00	\$ 1,750.00
104	Existing Hydrant Removal		2	Ea	\$ 600.00	\$ 1,200.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
105	6" PVC Water Main, Trench Backfill Detail 'G'		15	LF	\$ 70.00	\$ 1,050.00	\$ 45.00	\$ 675.00	\$ 100.00	\$ 1,500.00
106	8" PVC Water Main, Trench Backfill Detail 'G'		96	LF	\$ 75.00	\$ 7,200.00	\$ 53.00	\$ 5,088.00	\$ 92.00	\$ 8,832.00
107	12" PVC Water Main, Trench Backfill Detail 'G'		315	LF	\$ 90.00	\$ 28,350.00	\$ 65.00	\$ 20,475.00	\$ 63.00	\$ 19,845.00
108	12" PVC Water Main, Directional Drill		925	LF	\$ 100.00	\$ 92,500.00	\$ 90.00	\$ 83,250.00	\$ 120.00	\$ 111,000.00
109	12" x 6" Tee		4	Ea	\$ 1,850.00	\$ 7,400.00	\$ 1,700.00	\$ 6,800.00	\$ 1,330.00	\$ 5,320.00
110	12" x 8" Tee		2	Ea	\$ 2,000.00	\$ 4,000.00	\$ 1,550.00	\$ 3,100.00	\$ 1,300.00	\$ 2,600.00
111	8" Tee		1	Ea	\$ 1,600.00	\$ 1,600.00	\$ 1,150.00	\$ 1,150.00	\$ 1,230.00	\$ 1,230.00
112	8" x 6" Reducer		2	Ea	\$ 500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	\$ 510.00	\$ 1,020.00
113	12" x 6" Reducer		2	Ea	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00
114	6" Plug		4	Ea	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 280.00	\$ 1,120.00
115	8" Plug		2	Ea	\$ 450.00	\$ 900.00	\$ 400.00	\$ 800.00	\$ 440.00	\$ 880.00
116	12" Plug		2	Ea	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00
117	6" 45° Bend		2	Ea	\$ 450.00	\$ 900.00	\$ 600.00	\$ 1,200.00	\$ 475.00	\$ 950.00
118	8" 45° Bend		4	Ea	\$ 600.00	\$ 2,400.00	\$ 850.00	\$ 3,400.00	\$ 615.00	\$ 2,460.00

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018DEPT. EngineeringSUBJECT: 2018 Street Project Contract 2 (Cont. Pg 3)Road & Storm Sewer: Items 1-62
Water Main: Items 100-139

Engineer's Estimate

Joe Raica Excavating
3640 Nicholson Rd.
Fowlerville, MI 48836
517-251-4508Zito Construction
8033 Fenton Rd.
Grand Blanc, MI 48439-8998

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
119	12" 45° Bend		8	Ea	\$ 900.00	\$ 7,200.00	\$ 1,100.00	\$ 8,800.00	\$ 1,016.00	\$ 8,128.00
120	8" Valve and Valve Box		2	Ea	\$ 1,700.00	\$ 3,400.00	\$ 1,650.00	\$ 3,300.00	\$ 2,120.00	\$ 4,240.00
121	12" Valve and Valve Box		2	Ea	\$ 2,800.00	\$ 5,600.00	\$ 2,750.00	\$ 5,500.00	\$ 2,900.00	\$ 5,800.00
122	Fire Hydrant Assembly		1	Ea	\$ 4,500.00	\$ 4,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,250.00	\$ 4,250.00
123	90° Fire Hydrant Assembly		3	Ea	\$ 4,700.00	\$ 14,100.00	\$ 4,000.00	\$ 12,000.00	\$ 2,325.00	\$ 6,975.00
124	New Water Service, Open Cut		16	Ea	\$ 1,500.00	\$ 24,000.00	\$ 1,350.00	\$ 21,600.00	\$ 1,100.00	\$ 17,600.00
125	New Water Service, Freebore		19	Ea	\$ 2,500.00	\$ 47,500.00	\$ 1,650.00	\$ 31,350.00	\$ 1,720.00	\$ 32,680.00
126	Supply & Install Meter Pit, Complete		12	Ea	\$ 600.00	\$ 7,200.00	\$ 500.00	\$ 6,000.00	\$ 545.00	\$ 6,540.00
127	Water Meter Pit, Rem		12	Ea	\$ 300.00	\$ 3,600.00	\$ 200.00	\$ 2,400.00	\$ 220.00	\$ 2,640.00
128	2" Blow-Off and Copper Line to Surface		4	Ea	\$ 700.00	\$ 2,800.00	\$ 800.00	\$ 3,200.00	\$ 400.00	\$ 1,600.00
129	Sign, Type III, Rem		10	Ea	\$ 10.00	\$ 100.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
130	Sign, Type III, Erect, Salv		10	Ea	\$ 40.00	\$ 400.00	\$ 75.00	\$ 750.00	\$ 60.00	\$ 600.00
131	Post, Steel, 3 Pound		144	Ft	\$ 6.00	\$ 864.00	\$ 6.50	\$ 936.00	\$ 8.00	\$ 1,152.00
132	Curb and Gutter, Rem		66	Ft	\$ 7.00	\$ 462.00	\$ 4.00	\$ 264.00	\$ 11.00	\$ 726.00
133	Pavt, Rem		75	Syd	\$ 8.00	\$ 600.00	\$ 4.00	\$ 300.00	\$ 10.00	\$ 750.00
134	Sidewalk, Rem		310	Syd	\$ 8.00	\$ 2,480.00	\$ 5.00	\$ 1,550.00	\$ 9.00	\$ 2,790.00
135	Curb and Gutter, Det F4, Modified		66	Ft	\$ 20.00	\$ 1,320.00	\$ 19.50	\$ 1,287.00	\$ 19.00	\$ 1,254.00
136	Sidewalk, Conc, 4 inch		3050	Sft	\$ 4.50	\$ 13,725.00	\$ 4.50	\$ 13,725.00	\$ 4.20	\$ 12,810.00
137	Turf Establishment, Performance		1090	Syd	\$ 5.00	\$ 5,450.00	\$ 4.00	\$ 4,360.00	\$ 6.00	\$ 6,540.00
138	Tree, Rem, 6 inch to 18 inch		5	Ea	\$ 300.00	\$ 1,500.00	\$ 900.00	\$ 4,500.00	\$ 445.00	\$ 2,225.00
139	Tree, Rem, 19 inch to 36 inch		3	Ea	\$ 700.00	\$ 2,100.00	\$ 1,250.00	\$ 3,750.00	\$ 1,100.00	\$ 3,300.00
TOTAL BID WATER MAIN:						\$ 365,651.00		\$ 286,085.00		\$ 312,507.00

TOTAL BID: \$ 964,876.75 \$ 836,385.30 \$ 889,344.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018

DEPT. Engineering

SUBJECT: 2018 Street Project Contract 2 (Cont. Pg 4)

Road & Storm Sewer: Items 1-62
Water Main: Items 100-139

Woodhull Construction
9609 E. Price Rd.
Laingsburg, MI 48848

Crawford Contracting, Inc.
P.O. Box 1909
Mt. Pleasant, MI 48804-1909

Rhode Bros. Excavating, Inc.
1240 North Outer Drive
P.O. Bo 14979
Saginaw, MI 48601-0979

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max 5% (Road & Storm)		1	LSUM	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 30,000.00	\$ 30,000.00
2	Dr Structure, Rem		12	Ea	\$ 441.50	\$ 5,298.00	\$ 400.00	\$ 4,800.00	\$ 231.00	\$ 2,772.00
3	Sewer, Rem, Less than 24 inch		650	Ft	\$ 9.85	\$ 6,402.50	\$ 5.00	\$ 3,250.00	\$ 5.00	\$ 3,250.00
4	Curb and Gutter, Rem		840	Ft	\$ 4.65	\$ 3,906.00	\$ 6.00	\$ 5,040.00	\$ 4.00	\$ 3,360.00
5	Pavt, Rem		240	Syd	\$ 5.25	\$ 1,260.00	\$ 10.00	\$ 2,400.00	\$ 7.00	\$ 1,680.00
6	Sidewalk, Rem		585	Syd	\$ 5.25	\$ 3,071.25	\$ 6.00	\$ 3,510.00	\$ 7.00	\$ 4,095.00
7	Machne Grading, Modified		36	Sta	\$ 760.00	\$ 27,360.00	\$ 900.00	\$ 32,400.00	\$ 1,900.00	\$ 68,400.00
8	Subgrade Undercutting, Type II		200	Cyd	\$ 32.10	\$ 6,420.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00
9	Erosion Control, Inlet Protection, Fabric Drop		15	Ea	\$ 103.40	\$ 1,551.00	\$ 100.00	\$ 1,500.00	\$ 90.00	\$ 1,350.00
10	Erosion Control, Silt Fence		200	Ft	\$ 2.10	\$ 420.00	\$ 1.00	\$ 200.00	\$ 2.00	\$ 400.00
11	Aggregate Base, 8 inch, Modified		6315	Syd	\$ 11.65	\$ 73,569.75	\$ 13.73	\$ 86,704.95	\$ 14.00	\$ 88,410.00
12	Maintenance Gravel		200	Ton	\$ 26.05	\$ 5,210.00	\$ 20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00
13	Geotextile, Separator		6315	Syd	\$ 1.95	\$ 12,314.25	\$ 2.00	\$ 12,630.00	\$ 1.20	\$ 7,578.00
14	Sewer, SDR-26, 10 inch, Tr Det B, Modified		248	Ft	\$ 45.40	\$ 11,259.20	\$ 71.50	\$ 17,732.00	\$ 53.00	\$ 13,144.00
15	Sewer, SDR-26, 12 inch, Tr Det B, Modified		96	Ft	\$ 49.85	\$ 4,785.60	\$ 75.00	\$ 7,200.00	\$ 56.00	\$ 5,376.00
16	Sewer, SDR-26, 15 inch, Tr Det B, Modified		93	Ft	\$ 59.35	\$ 5,519.55	\$ 80.00	\$ 7,440.00	\$ 63.00	\$ 5,859.00
17	Sewer, SDR-26, 18 inch, Tr Det B, Modified		280	Ft	\$ 89.40	\$ 25,032.00	\$ 86.41	\$ 24,194.80	\$ 85.00	\$ 23,800.00
18	Plug, 15 inch		1	Ea	\$ 295.30	\$ 295.30	\$ 200.00	\$ 200.00	\$ 400.00	\$ 400.00
19	Dr Structure, Temp Lowering		9	Ea	\$ 198.50	\$ 1,786.50	\$ 200.00	\$ 1,800.00	\$ 200.00	\$ 1,800.00
20	Dr Structure Cover, Adj, Case 1		11	Ea	\$ 363.00	\$ 3,993.00	\$ 450.00	\$ 4,950.00	\$ 450.00	\$ 4,950.00
21	Dr Structure Cover, EJ 1060		6	Ea	\$ 413.65	\$ 2,481.90	\$ 900.00	\$ 5,400.00	\$ 600.00	\$ 3,600.00
22	Dr Structure Cover, EJ 1120 w/Gasket Seal		9	Ea	\$ 470.35	\$ 4,233.15	\$ 950.00	\$ 8,550.00	\$ 600.00	\$ 5,400.00
23	Dr Structure Cover, EJ 7000		10	Ea	\$ 417.40	\$ 4,174.00	\$ 1,000.00	\$ 10,000.00	\$ 750.00	\$ 7,500.00
24	Dr Structure 36 inch dia, Modified		9	Ea	\$ 2,289.00	\$ 20,601.00	\$ 1,400.00	\$ 12,600.00	\$ 1,400.00	\$ 12,600.00
25	Dr Structure 48 inch dia, Modified		7	Ea	\$ 3,262.00	\$ 22,834.00	\$ 1,700.00	\$ 11,900.00	\$ 2,000.00	\$ 14,000.00
26	HMA Surface, Rem		6541	Syd	\$ 3.00	\$ 19,623.00	\$ 2.00	\$ 13,082.00	\$ 3.00	\$ 19,623.00
27	Hand Patching		10	Ton	\$ 110.00	\$ 1,100.00	\$ 100.00	\$ 1,000.00	\$ 110.00	\$ 1,100.00
28	HMA, 2C		1281	Ton	\$ 78.65	\$ 100,750.65	\$ 71.46	\$ 91,540.26	\$ 73.00	\$ 93,513.00
29	HMA, 4E3		428	Ton	\$ 84.05	\$ 35,973.40	\$ 76.38	\$ 32,690.64	\$ 77.00	\$ 32,956.00
30	HMA, 5E3		618	Ton	\$ 95.45	\$ 58,988.10	\$ 86.75	\$ 53,611.50	\$ 88.00	\$ 54,384.00
31	HMA Approach		55	Ton	\$ 136.10	\$ 7,485.50	\$ 100.00	\$ 5,500.00	\$ 110.00	\$ 6,050.00
32	Cement		5	Ton	\$ 220.00	\$ 1,100.00	\$ 200.00	\$ 1,000.00	\$ 210.00	\$ 1,050.00
33	Saw Cutting		600	Ft	\$ 4.30	\$ 2,580.00	\$ 4.00	\$ 2,400.00	\$ 2.00	\$ 1,200.00
34	Conc Pavt, Nonreinf. 9 inch		30	Syd	\$ 58.95	\$ 1,768.50	\$ 53.50	\$ 1,605.00	\$ 52.00	\$ 1,560.00
35	Driveway, Nonreinf Conc, 6 inch		30	Syd	\$ 42.50	\$ 1,275.00	\$ 39.00	\$ 1,170.00	\$ 36.00	\$ 1,080.00
36	Approach, Cl II, LM		10	Cyd	\$ 52.10	\$ 521.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00
37	Curb and Gutter, Conc, Det F4		595	Ft	\$ 22.05	\$ 13,119.75	\$ 17.50	\$ 10,412.50	\$ 19.00	\$ 11,305.00
38	Curb and Gutter, Conc, Det F4, Modified		435	Ft	\$ 19.85	\$ 8,634.75	\$ 15.50	\$ 6,742.50	\$ 19.00	\$ 8,265.00
39	Curb and Gutter, Conc, Det B2		180	Ft	\$ 26.45	\$ 4,761.00	\$ 21.50	\$ 3,870.00	\$ 23.00	\$ 4,140.00
40	Detectable Warning Surface		65	Ft	\$ 38.50	\$ 2,502.50	\$ 35.00	\$ 2,275.00	\$ 30.00	\$ 1,950.00
41	Sidewalk Ramp, Conc, 4 inch		1795	Sft	\$ 6.00	\$ 10,770.00	\$ 5.40	\$ 9,693.00	\$ 6.00	\$ 10,770.00
42	Sidewalk, Conc, 4 inch		2,775	Sft	\$ 3.80	\$ 10,545.00	\$ 3.40	\$ 9,435.00	\$ 4.00	\$ 11,100.00
43	Sidewalk, Conc. 6 inch		100	Sft	\$ 4.90	\$ 490.00	\$ 4.40	\$ 440.00	\$ 5.00	\$ 500.00

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018DEPT. EngineeringSUBJECT: 2018 Street Project Contract 2 (Cont. Pg 5)

Road & Storm Sewer: Items 1-62
Water Main: Items 100-139

Woodhull Construction
 9609 E. Price Rd.
 Laingsburg, MI 48848

Crawford Contracting, Inc.
 P.O. Box 1909
 Mt. Pleasant, MI 48804-1909

Rhode Bros. Excavating, Inc.
 1240 North Outer Drive
 P.O. Bo 14979
 Saginaw, MI 48601-0979

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
44	Sidewalk, Conc, 7 inch		450	Sft	\$ 5.45	\$ 2,452.50	\$ 4.95	\$ 2,227.50	\$ 6.00	\$ 2,700.00
45	Post, Mailbox		20	Ea	\$ 220.50	\$ 4,410.00	\$ 100.00	\$ 2,000.00	\$ 75.00	\$ 1,500.00
46	Valve Box, Adj		6	Ea	\$ 146.00	\$ 876.00	\$ 200.00	\$ 1,200.00	\$ 200.00	\$ 1,200.00
47	Sanitary Serv Conflict		4	Ea	\$ 882.00	\$ 3,528.00	\$ 1,000.00	\$ 4,000.00	\$ 800.00	\$ 3,200.00
48	Abandoned Gas Main Conflict		10	Ea	\$ 197.20	\$ 1,972.00	\$ 30.00	\$ 300.00	\$ 250.00	\$ 2,500.00
49	Pavt Mrkg, Waterborne, 4 inch, White		45	Ft	\$ 4.40	\$ 198.00	\$ 4.00	\$ 180.00	\$ 5.00	\$ 225.00
50	Pavt Mrkg, Waterborne, 4 inch, Yellow		90	Ft	\$ 4.40	\$ 396.00	\$ 4.00	\$ 360.00	\$ 5.00	\$ 450.00
51	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym		1	Ea	\$ 319.00	\$ 319.00	\$ 290.00	\$ 290.00	\$ 300.00	\$ 300.00
52	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym		1	Ea	\$ 220.00	\$ 220.00	\$ 200.00	\$ 200.00	\$ 210.00	\$ 210.00
53	Barricade, Type III, High Intensity, Double Sided, Furn & Oper		19	Ea	\$ 94.05	\$ 1,786.95	\$ 55.00	\$ 1,045.00	\$ 60.00	\$ 1,140.00
54	Pedestrian Type II Barricade, Temp		12	Ea	\$ 113.85	\$ 1,366.20	\$ 65.00	\$ 780.00	\$ 70.00	\$ 840.00
55	Lighted Arrow, Type C, Furn & Oper		2	Ea	\$ 693.00	\$ 1,386.00	\$ 300.00	\$ 600.00	\$ 315.00	\$ 630.00
56	Minor Traffic Devices		1	LSUM	\$ 5,800.00	\$ 5,800.00	\$ 28,000.00	\$ 28,000.00	\$ 37,972.00	\$ 37,972.00
57	Plastic Drum, High Intensity, Furn & Oper		80	Ea	\$ 19.80	\$ 1,584.00	\$ 12.00	\$ 960.00	\$ 12.00	\$ 960.00
58	Sign, Type B, Temp, Prismatic, Furn & Oper		450	Sft	\$ 3.80	\$ 1,710.00	\$ 4.00	\$ 1,800.00	\$ 4.00	\$ 1,800.00
59	Turf Establishment, Performance		1,075	Syd	\$ 5.05	\$ 5,428.75	\$ 5.00	\$ 5,375.00	\$ 5.00	\$ 5,375.00
60	Sign, Type III, Rem		4	Ea	\$ 38.50	\$ 154.00	\$ 50.00	\$ 200.00	\$ 51.00	\$ 204.00
61	Sign, Type III, Erect, Salv		4	Ea	\$ 55.00	\$ 220.00	\$ 50.00	\$ 200.00	\$ 51.00	\$ 204.00
62	Post, Steel, 3 Pound		64	Ft	\$ 8.80	\$ 563.20	\$ 6.00	\$ 384.00	\$ 6.00	\$ 384.00
TOTAL BID ROAD AND STORM SEWER:						\$ 598,136.70	\$ 598,470.65		\$ 641,464.00	
100	Mobilization, Max 5%, (Water Main)		1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00	\$ 14,995.00	\$ 14,995.00
101	Connect to Ex. Water Main		4	Ea	\$ 2,554.00	\$ 10,216.00	\$ 3,000.00	\$ 12,000.00	\$ 3,200.00	\$ 12,800.00
102	Existing Valve with Valve Box Abandonment		5	Ea	\$ 267.00	\$ 1,335.00	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00
103	Existing Valve with Valve Box Removal		5	Ea	\$ 376.00	\$ 1,880.00	\$ 300.00	\$ 1,500.00	\$ 800.00	\$ 4,000.00
104	Existing Hydrant Removal		2	Ea	\$ 376.00	\$ 752.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00
105	6" PVC Water Main, Trench Backfill Detail 'G'		15	LF	\$ 58.25	\$ 873.75	\$ 72.00	\$ 1,080.00	\$ 53.00	\$ 795.00
106	8" PVC Water Main, Trench Backfill Detail 'G'		96	LF	\$ 60.50	\$ 5,808.00	\$ 75.00	\$ 7,200.00	\$ 58.00	\$ 5,568.00
107	12" PVC Water Main, Trench Backfill Detail 'G'		315	LF	\$ 71.30	\$ 22,459.50	\$ 84.50	\$ 26,617.50	\$ 94.00	\$ 29,610.00
108	12" PVC Water Main, Directional Drill		925	LF	\$ 93.65	\$ 86,626.25	\$ 145.00	\$ 134,125.00	\$ 148.00	\$ 136,900.00
109	12" x 6" Tee		4	Ea	\$ 1,088.00	\$ 4,352.00	\$ 850.00	\$ 3,400.00	\$ 794.00	\$ 3,176.00
110	12" x 8" Tee		2	Ea	\$ 1,125.00	\$ 2,250.00	\$ 900.00	\$ 1,800.00	\$ 838.00	\$ 1,676.00
111	8" Tee		1	Ea	\$ 719.00	\$ 719.00	\$ 925.00	\$ 925.00	\$ 520.00	\$ 520.00
112	8" x 6" Reducer		2	Ea	\$ 494.00	\$ 988.00	\$ 325.00	\$ 650.00	\$ 242.00	\$ 484.00
113	12" x 6" Reducer		2	Ea	\$ 780.00	\$ 1,560.00	\$ 475.00	\$ 950.00	\$ 420.00	\$ 840.00
114	6" Plug		4	Ea	\$ 287.00	\$ 1,148.00	\$ 200.00	\$ 800.00	\$ 156.00	\$ 624.00
115	8" Plug		2	Ea	\$ 329.00	\$ 658.00	\$ 225.00	\$ 450.00	\$ 188.00	\$ 376.00
116	12" Plug		2	Ea	\$ 501.00	\$ 1,002.00	\$ 275.00	\$ 550.00	\$ 243.00	\$ 486.00
117	6" 45° Bend		2	Ea	\$ 469.00	\$ 938.00	\$ 300.00	\$ 600.00	\$ 254.00	\$ 508.00
118	8" 45° Bend		4	Ea	\$ 530.00	\$ 2,120.00	\$ 375.00	\$ 1,500.00	\$ 331.00	\$ 1,324.00

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018DEPT. EngineeringSUBJECT: 2018 Street Project Contract 2 (Cont. Pg 6)Road & Storm Sewer: Items 1-62
Water Main: Items 100-139Woodhull Construction
9609 E. Price Rd.
Laingsburg, MI 48848Crawford Contracting, Inc.
P.O. Box 1909
Mt. Pleasant, MI 48804-1909Rhode Bros. Excavating, Inc.
1240 North Outer Drive
P.O. Bo 14979
Saginaw, MI 48601-0979

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
119	12" 45° Bend		8	Ea	\$ 977.00	\$ 7,816.00	\$ 700.00	\$ 5,600.00	\$ 680.00	\$ 5,440.00
120	8" Valve and Valve Box		2	Ea	\$ 1,607.00	\$ 3,214.00	\$ 1,650.00	\$ 3,300.00	\$ 1,600.00	\$ 3,200.00
121	12" Valve and Valve Box		2	Ea	\$ 2,730.00	\$ 5,460.00	\$ 2,700.00	\$ 5,400.00	\$ 2,700.00	\$ 5,400.00
122	Fire Hydrant Assembly		1	Ea	\$ 4,217.00	\$ 4,217.00	\$ 4,200.00	\$ 4,200.00	\$ 4,800.00	\$ 4,800.00
123	90° Fire Hydrant Assembly		3	Ea	\$ 4,822.00	\$ 14,466.00	\$ 4,500.00	\$ 13,500.00	\$ 5,053.00	\$ 15,159.00
124	New Water Service, Open Cut		16	Ea	\$ 1,243.00	\$ 19,888.00	\$ 1,800.00	\$ 28,800.00	\$ 1,300.00	\$ 20,800.00
125	New Water Service, Freebore		19	Ea	\$ 2,743.00	\$ 52,117.00	\$ 2,600.00	\$ 49,400.00	\$ 1,600.00	\$ 30,400.00
126	Supply & Install Meter Pit, Complete		12	Ea	\$ 171.00	\$ 2,052.00	\$ 1,200.00	\$ 14,400.00	\$ 250.00	\$ 3,000.00
127	Water Meter Pit, Rem		12	Ea	\$ 171.00	\$ 2,052.00	\$ 400.00	\$ 4,800.00	\$ 231.00	\$ 2,772.00
128	2" Blow-Off and Copper Line to Surface		4	Ea	\$ 831.00	\$ 3,324.00	\$ 600.00	\$ 2,400.00	\$ 750.00	\$ 3,000.00
129	Sign, Type III, Rem		10	Ea	\$ 38.50	\$ 385.00	\$ 50.00	\$ 500.00	\$ 51.00	\$ 510.00
130	Sign, Type III, Erect, Salv		10	Ea	\$ 55.00	\$ 550.00	\$ 50.00	\$ 500.00	\$ 51.00	\$ 510.00
131	Post, Steel, 3 Pound		144	Ft	\$ 8.80	\$ 1,267.20	\$ 6.00	\$ 864.00	\$ 6.00	\$ 864.00
132	Curb and Gutter, Rem		66	Ft	\$ 4.65	\$ 306.90	\$ 6.00	\$ 396.00	\$ 4.00	\$ 264.00
133	Pavt, Rem		75	Syd	\$ 5.25	\$ 393.75	\$ 10.00	\$ 750.00	\$ 7.00	\$ 525.00
134	Sidewalk, Rem		310	Syd	\$ 5.25	\$ 1,627.50	\$ 6.00	\$ 1,860.00	\$ 7.00	\$ 2,170.00
135	Curb and Gutter, Det F4, Modified		66	Ft	\$ 19.85	\$ 1,310.10	\$ 15.50	\$ 1,023.00	\$ 19.00	\$ 1,254.00
136	Sidewalk, Conc, 4 inch		3050	Sft	\$ 4.20	\$ 12,810.00	\$ 3.75	\$ 11,437.50	\$ 4.00	\$ 12,200.00
137	Turf Establishment, Performance		1090	Syd	\$ 5.05	\$ 5,504.50	\$ 5.00	\$ 5,450.00	\$ 5.00	\$ 5,450.00
138	Tree, Rem, 6 inch to 18 inch		5	Ea	\$ 945.00	\$ 4,725.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00
139	Tree, Rem, 19 inch to 36 inch		3	Ea	\$ 1,890.00	\$ 5,670.00	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00
TOTAL BID WATER MAIN:					\$	309,841.45	\$	380,528.00	\$	339,650.00

TOTAL BID: \$ 907,978.15 \$ 978,998.65 \$ 981,114.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018

DEPT. Engineering

SUBJECT: 2018 Street Project Contract 2 (Cont. Pg 7)

Road & Storm Sewer: Items 1-62
Water Main: Items 100-139Champagne & Marx Excavating
1445 Liberty Rd
Saginaw, MI 48604
989-755-8971Genthner Excavating, LLC
7603 Munford Road
Ruth, MI 48470

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max 5% (Road & Storm)		1	LSUM	\$ 21,185.70	\$ 21,185.70	\$ 48,915.00	\$ 48,915.00	\$ -	-
2	Dr Structure, Rem		12	Ea	\$ 458.84	\$ 5,506.08	\$ 700.00	\$ 8,400.00	\$ -	-
3	Sewer, Rem, Less than 24 inch		650	Ft	\$ 31.37	\$ 20,390.50	\$ 15.00	\$ 9,750.00	\$ -	-
4	Curb and Gutter, Rem		840	Ft	\$ 4.27	\$ 3,586.80	\$ 15.00	\$ 12,600.00	\$ -	-
5	Pavt, Rem		240	Syd	\$ 6.69	\$ 1,605.60	\$ 18.00	\$ 4,320.00	\$ -	-
6	Sidewalk, Rem		585	Syd	\$ 3.14	\$ 1,836.90	\$ 25.00	\$ 14,625.00	\$ -	-
7	Machne Grading, Modified		36	Sta	\$ 2,891.26	\$ 104,085.36	\$ 2,500.00	\$ 90,000.00	\$ -	-
8	Subgrade Undercutting, Type II		200	Cyd	\$ 34.41	\$ 6,882.00	\$ 60.00	\$ 12,000.00	\$ -	-
9	Erosion Control, Inlet Protection, Fabric Drop		15	Ea	\$ 187.56	\$ 2,813.40	\$ 150.00	\$ 2,250.00	\$ -	-
10	Erosion Control, Silt Fence		200	Ft	\$ 2.74	\$ 548.00	\$ 2.00	\$ 400.00	\$ -	-
11	Aggregate Base, 8 inch, Modified		6315	Syd	\$ 1.46	\$ 9,219.90	\$ 14.00	\$ 88,410.00	\$ -	-
12	Maintenance Gravel		200	Ton	\$ 24.59	\$ 4,918.00	\$ 25.00	\$ 5,000.00	\$ -	-
13	Geotextile, Separator		6315	Syd	\$ 1.92	\$ 12,124.80	\$ 3.00	\$ 18,945.00	\$ -	-
14	Sewer, SDR-26, 10 inch, Tr Det B, Modified		248	Ft	\$ 56.40	\$ 13,987.20	\$ 38.00	\$ 9,424.00	\$ -	-
15	Sewer, SDR-26, 12 inch, Tr Det B, Modified		96	Ft	\$ 59.72	\$ 5,733.12	\$ 42.00	\$ 4,032.00	\$ -	-
16	Sewer, SDR-26, 15 inch, Tr Det B, Modified		93	Ft	\$ 65.11	\$ 6,055.23	\$ 52.00	\$ 4,836.00	\$ -	-
17	Sewer, SDR-26, 18 inch, Tr Det B, Modified		280	Ft	\$ 74.36	\$ 20,820.80	\$ 60.00	\$ 16,800.00	\$ -	-
18	Plug, 15 inch		1	Ea	\$ 233.19	\$ 233.19	\$ 300.00	\$ 300.00	\$ -	-
19	Dr Structure, Temp Lowering		9	Ea	\$ 564.21	\$ 5,077.89	\$ 1,500.00	\$ 13,500.00	\$ -	-
20	Dr Structure Cover, Adj, Case 1		11	Ea	\$ 806.78	\$ 8,874.58	\$ 300.00	\$ 3,300.00	\$ -	-
21	Dr Structure Cover, EJ 1060		6	Ea	\$ 524.68	\$ 3,148.08	\$ 700.00	\$ 4,200.00	\$ -	-
22	Dr Structure Cover, EJ 1120 w/Gasket Seal		9	Ea	\$ 577.15	\$ 5,194.35	\$ 850.00	\$ 7,650.00	\$ -	-
23	Dr Structure Cover, EJ 7000		10	Ea	\$ 682.09	\$ 6,820.90	\$ 800.00	\$ 8,000.00	\$ -	-
24	Dr Structure 36 inch dia, Modified		9	Ea	\$ 1,529.82	\$ 13,768.38	\$ 1,600.00	\$ 14,400.00	\$ -	-
25	Dr Structure 48 inch dia, Modified		7	Ea	\$ 1,675.56	\$ 11,728.92	\$ 1,750.00	\$ 12,250.00	\$ -	-
26	HMA Surface, Rem		6541	Syd	\$ 3.84	\$ 25,117.44	\$ 21.00	\$ 137,361.00	\$ -	-
27	Hand Patching		10	Ton	\$ 219.99	\$ 2,199.90	\$ 300.00	\$ 3,000.00	\$ -	-
28	HMA, 2C		1281	Ton	\$ 83.58	\$ 107,065.98	\$ 110.00	\$ 140,910.00	\$ -	-
29	HMA, 4E3		428	Ton	\$ 92.08	\$ 39,410.24	\$ 140.00	\$ 59,920.00	\$ -	-
30	HMA, 5E3		618	Ton	\$ 94.95	\$ 58,679.10	\$ 155.00	\$ 95,790.00	\$ -	-
31	HMA Approach		55	Ton	\$ 140.29	\$ 7,715.95	\$ 150.00	\$ 8,250.00	\$ -	-
32	Cement		5	Ton	\$ 219.99	\$ 1,099.95	\$ 500.00	\$ 2,500.00	\$ -	-
33	Saw Cutting		600	Ft	\$ 2.20	\$ 1,320.00	\$ 5.00	\$ 3,000.00	\$ -	-
34	Conc Pavt, Nonreinf. 9 inch		30	Syd	\$ 54.45	\$ 1,633.50	\$ 120.00	\$ 3,600.00	\$ -	-
35	Driveway, Nonreinf Conc, 6 inch		30	Syd	\$ 39.10	\$ 1,173.00	\$ 90.00	\$ 2,700.00	\$ -	-
36	Approach, Cl II, LM		10	Cyd	\$ 49.19	\$ 491.90	\$ 25.00	\$ 250.00	\$ -	-
37	Curb and Gutter, Conc, Det F4		595	Ft	\$ 19.74	\$ 11,745.30	\$ 35.00	\$ 20,825.00	\$ -	-
38	Curb and Gutter, Conc, Det F4, Modified		435	Ft	\$ 19.74	\$ 8,586.90	\$ 35.00	\$ 15,225.00	\$ -	-
39	Curb and Gutter, Conc, Det B2		180	Ft	\$ 24.20	\$ 4,356.00	\$ 35.00	\$ 6,300.00	\$ -	-
40	Detectable Warning Surface		65	Ft	\$ 33.00	\$ 2,145.00	\$ 120.00	\$ 7,800.00	\$ -	-
41	Sidewalk Ramp, Conc, 4 inch		1795	Sft	\$ 5.61	\$ 10,069.95	\$ 8.00	\$ 14,360.00	\$ -	-
42	Sidewalk, Conc, 4 inch		2,775	Sft	\$ 3.79	\$ 10,517.25	\$ 5.00	\$ 13,875.00	\$ -	-
43	Sidewalk, Conc. 6 inch		100	Sft	\$ 4.34	\$ 434.00	\$ 7.00	\$ 700.00	\$ -	-

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018

DEPT. Engineering

SUBJECT: 2018 Street Project Contract 2 (Cont. Pg 8)

Road & Storm Sewer: Items 1-62
Water Main: Items 100-139Champagne & Marx Excavating
1445 Liberty Rd
Saginaw, MI 48604
989-755-8971Genthner Excavating, LLC
7603 Munford Road
Ruth, MI 48470

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
44	Sidewalk, Conc, 7 inch		450	Sft	\$ 4.67	\$ 2,101.50	\$ 8.00	\$ 3,600.00		\$ -
45	Post, Mailbox		20	Ea	\$ 150.45	\$ 3,009.00	\$ 150.00	\$ 3,000.00		\$ -
46	Valve Box, Adj		6	Ea	\$ 398.69	\$ 2,392.14	\$ 200.00	\$ 1,200.00		\$ -
47	Sanitary Serv Conflict		4	Ea	\$ 2,684.70	\$ 10,738.80	\$ 250.00	\$ 1,000.00		\$ -
48	Abandoned Gas Main Conflict		10	Ea	\$ 564.21	\$ 5,642.10	\$ 150.00	\$ 1,500.00		\$ -
49	Pavt Mrkg, Waterborne, 4 inch, White		45	Ft	\$ 4.40	\$ 198.00	\$ 2.00	\$ 90.00		\$ -
50	Pavt Mrkg, Waterborne, 4 inch, Yellow		90	Ft	\$ 4.40	\$ 396.00	\$ 2.00	\$ 180.00		\$ -
51	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym		1	Ea	\$ 318.99	\$ 318.99	\$ 50.00	\$ 50.00		\$ -
52	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym		1	Ea	\$ 219.99	\$ 219.99	\$ 50.00	\$ 50.00		\$ -
53	Barricade, Type III, High Intensity, Double Sided, Furn & Oper		19	Ea	\$ 60.50	\$ 1,149.50	\$ 75.00	\$ 1,425.00		\$ -
54	Pedestrian Type II Barricade, Temp		12	Ea	\$ 71.50	\$ 858.00	\$ 80.00	\$ 960.00		\$ -
55	Lighted Arrow, Type C, Furn & Oper		2	Ea	\$ 329.99	\$ 659.98	\$ 400.00	\$ 800.00		\$ -
56	Minor Traffic Devices		1	LSUM	\$ 3,723.38	\$ 3,723.38	\$ 5,000.00	\$ 5,000.00		\$ -
57	Plastic Drum, High Intensity, Furn & Oper		80	Ea	\$ 13.20	\$ 1,056.00	\$ 15.00	\$ 1,200.00		\$ -
58	Sign, Type B, Temp, Prismatic, Furn & Oper		450	Sft	\$ 4.40	\$ 1,980.00	\$ 6.00	\$ 2,700.00		\$ -
59	Turf Establishment, Performance		1,075	Syd	\$ 14.89	\$ 16,006.75	\$ 5.00	\$ 5,375.00		\$ -
60	Sign, Type III, Rem		4	Ea	\$ 55.00	\$ 220.00	\$ 60.00	\$ 240.00		\$ -
61	Sign, Type III, Erect, Salv		4	Ea	\$ 55.00	\$ 220.00	\$ 60.00	\$ 240.00		\$ -
62	Post, Steel, 3 Pound		64	Ft	\$ 6.60	\$ 422.40	\$ 7.00	\$ 448.00		\$ -
TOTAL BID ROAD AND STORM SEWER:						\$ 641,219.57		\$ 979,731.00		\$ -
100	Mobilization, Max 5%, (Water Main)		1	LSUM	\$ 9,883.17	\$ 9,883.17	\$ 22,000.00	\$ 22,000.00		\$ -
101	Connect to Ex. Water Main		4	Ea	\$ 4,566.42	\$ 18,265.68	\$ 600.00	\$ 2,400.00		\$ -
102	Existing Valve with Valve Box Abandonment		5	Ea	\$ 115.19	\$ 575.95	\$ 200.00	\$ 1,000.00		\$ -
103	Existing Valve with Valve Box Removal		5	Ea	\$ 282.10	\$ 1,410.50	\$ 500.00	\$ 2,500.00		\$ -
104	Existing Hydrant Removal		2	Ea	\$ 396.06	\$ 792.12	\$ 600.00	\$ 1,200.00		\$ -
105	6" PVC Water Main, Trench Backfill Detail 'G'		15	LF	\$ 299.43	\$ 4,491.45	\$ 34.00	\$ 510.00		\$ -
106	8" PVC Water Main, Trench Backfill Detail 'G'		96	LF	\$ 130.22	\$ 12,501.12	\$ 38.00	\$ 3,648.00		\$ -
107	12" PVC Water Main, Trench Backfill Detail 'G'		315	LF	\$ 96.69	\$ 30,457.35	\$ 69.00	\$ 21,735.00		\$ -
108	12" PVC Water Main, Directional Drill		925	LF	\$ 137.05	\$ 126,771.25	\$ 155.00	\$ 143,375.00		\$ -
109	12" x 6" Tee		4	Ea	\$ 437.24	\$ 1,748.96	\$ 800.00	\$ 3,200.00		\$ -
110	12" x 8" Tee		2	Ea	\$ 466.38	\$ 932.76	\$ 850.00	\$ 1,700.00		\$ -
111	8" Tee		1	Ea	\$ 466.38	\$ 466.38	\$ 525.00	\$ 525.00		\$ -
112	8" x 6" Reducer		2	Ea	\$ 139.92	\$ 279.84	\$ 375.00	\$ 750.00		\$ -
113	12" x 6" Reducer		2	Ea	\$ 285.66	\$ 571.32	\$ 450.00	\$ 900.00		\$ -
114	6" Plug		4	Ea	\$ 81.62	\$ 326.48	\$ 300.00	\$ 1,200.00		\$ -
115	8" Plug		2	Ea	\$ 134.09	\$ 268.18	\$ 325.00	\$ 650.00		\$ -
116	12" Plug		2	Ea	\$ 180.72	\$ 361.44	\$ 500.00	\$ 1,000.00		\$ -
117	6" 45° Bend		2	Ea	\$ 110.77	\$ 221.54	\$ 350.00	\$ 700.00		\$ -
118	8" 45° Bend		4	Ea	\$ 151.57	\$ 606.28	\$ 375.00	\$ 1,500.00		\$ -

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/15/2018DEPT. EngineeringSUBJECT: 2018 Street Project Contract 2 (Cont. Pg 9)Road & Storm Sewer: Items 1-62
Water Main: Items 100-139Champagne & Marx Excavating
1445 Liberty Rd
Saginaw, MI 48604
989-755-8971Genthner Excavating, LLC
7603 Munford Road
Ruth, MI 48470

ITEM #	DESCRIPTION	BID QTY	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
119	12" 45° Bend		8	Ea	\$ 536.34	\$ 4,290.72	\$ 475.00	\$ 3,800.00	\$	-
120	8" Valve and Valve Box		2	Ea	\$ 1,652.10	\$ 3,304.20	\$ 2,000.00	\$ 4,000.00	\$	-
121	12" Valve and Valve Box		2	Ea	\$ 2,730.62	\$ 5,461.24	\$ 3,500.00	\$ 7,000.00	\$	-
122	Fire Hydrant Assembly		1	Ea	\$ 5,227.89	\$ 5,227.89	\$ 6,500.00	\$ 6,500.00	\$	-
123	90° Fire Hydrant Assembly		3	Ea	\$ 1,083.62	\$ 3,250.86	\$ 6,900.00	\$ 20,700.00	\$	-
124	New Water Service, Open Cut		16	Ea	\$ 3,688.04	\$ 59,008.64	\$ 2,100.00	\$ 33,600.00	\$	-
125	New Water Service, Freebore		19	Ea	\$ 3,060.17	\$ 58,143.23	\$ 2,400.00	\$ 45,600.00	\$	-
126	Supply & Install Meter Pit, Complete		12	Ea	\$ 1,652.10	\$ 19,825.20	\$ 5,000.00	\$ 60,000.00	\$	-
127	Water Meter Pit, Rem		12	Ea	\$ 141.05	\$ 1,692.60	\$ 1,500.00	\$ 18,000.00	\$	-
128	2" Blow-Off and Copper Line to Surface		4	Ea	\$ 398.69	\$ 1,594.76	\$ 1,000.00	\$ 4,000.00	\$	-
129	Sign, Type III, Rem		10	Ea	\$ 55.00	\$ 550.00	\$ 60.00	\$ 600.00	\$	-
130	Sign, Type III, Erect, Salv		10	Ea	\$ 55.00	\$ 550.00	\$ 60.00	\$ 600.00	\$	-
131	Post, Steel, 3 Pound		144	Ft	\$ 6.60	\$ 950.40	\$ 7.00	\$ 1,008.00	\$	-
132	Curb and Gutter, Rem		66	Ft	\$ 6.09	\$ 401.94	\$ 15.00	\$ 990.00	\$	-
133	Pavt, Rem		75	Syd	\$ 23.33	\$ 1,749.75	\$ 18.00	\$ 1,350.00	\$	-
134	Sidewalk, Rem		310	Syd	\$ 6.91	\$ 2,142.10	\$ 25.00	\$ 7,750.00	\$	-
135	Curb and Gutter, Det F4, Modified		66	Ft	\$ 19.74	\$ 1,302.84	\$ 35.00	\$ 2,310.00	\$	-
136	Sidewalk, Conc, 4 inch		3050	Sft	\$ 3.79	\$ 11,559.50	\$ 10.00	\$ 30,500.00	\$	-
137	Turf Establishment, Performance		1090	Syd	\$ 6.18	\$ 6,736.20	\$ 10.00	\$ 10,900.00	\$	-
138	Tree, Rem, 6 inch to 18 inch		5	Ea	\$ 549.98	\$ 2,749.90	\$ 1,200.00	\$ 6,000.00	\$	-
139	Tree, Rem, 19 inch to 36 inch		3	Ea	\$ 1,099.96	\$ 3,299.88	\$ 2,000.00	\$ 6,000.00	\$	-
TOTAL BID WATER MAIN:					\$	404,723.62	\$	481,701.00	\$	-

TOTAL BID: \$ 1,045,943.19 \$ 1,461,432.00 \$ -

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.
HEAD:PURCH.
AGENT:STAFF
REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:

EXHIBIT A

Contract for Services Between

The City of Owosso

and

Joe Raica Excavating, Inc.

2018 Street Program - Contract No. 2

June 2018

CONTRACT

THIS AGREEMENT is made on June ____, 2018 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and JOE RAICA EXCAVATING, INC. ("contractor"), a Michigan company, whose address is 3640 Nicholson Road, Fowlerville, Michigan 48836.

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

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "2018 Street Program - Contract No. 2", in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid Documents
- Addendum No. 1
- Bid Proposal
- Contract and exhibits
- Performance Bond

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed eight hundred thirty-six thousand three hundred eighty-five dollars and thirty cents (\$836,385.30). No additional work shall be performed unless a change order is issued by the city.

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

ARTICLE III – Assignment

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

ARTICLE IV - Choice of law

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

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

ARTICLE V - Relationship of the parties

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

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

ARTICLE VI – Notice

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

ARTICLE VII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

ARTICLE VIII - Entire agreement

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

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Christopher T. Eveleth, Mayor

Date:

By_____

Its: Amy K. Kirkland, City Clerk

Date:



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

DATE: 5.25.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: SKATEPARK DESIGN CONTRACT – ARTISAN SKATEPARKS

BACKGROUND:

The City Parks Commission, Owosso Mainstreet, and various community members have been working on building a new skate park at the old Holman Pool site. As of last month, this group of stakeholders has raised \$57,000. Additionally, the MEDC has awarded a \$30,000 grant for the project and there are also some in-kind donations for labor and equipment time.

While the check from the MEDC has not been received yet, we expect that to come within the next 10-20 days or so. In the meantime, I'd like to get moving on the design and final construction documents so that we can get this thing built before the weather turns cold. Therefore, I am requesting that the City move forward with a design contract with the firm that has helped guide this process, pledged in-kind donations of their own, and helped set the overall budget for the project. This contract is for design only. The construction contract will come after we have the \$30,000 check from the MEDC.

The final product of this contract will be stamped construction drawings for the skatepark after some design meetings with Mainstreet, the Parks Commission, and City staff.

FISCAL IMPACT:

This design contract will not exceed \$5,000. The money will be paid out of the donations already received.

RESOLUTION NO.

**AUTHORIZING SKATEPARK DESIGN CONTRACT WITH
ARTISAN CONCRETE SERVICES, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Parks & Recreation Commission has been working with Owosso Mainstreet, local donors, and Artisan Concrete Services, Inc. d/b/a Artisan Skateparks on a new skate park for the old Holman Pool site; and

WHEREAS, the City of Owosso has received a design contract proposal from Artisan Skateparks for the purpose of designing the new skate park; and

WHEREAS, Owosso Mainstreet, the Owosso Parks & Recreation Commission, and numerous community members have raised fifty-seven thousand (\$57,000) dollars to build the skate park; and

WHEREAS, the Michigan Economic Development Corporation has awarded the City of Owosso a thirty thousand (\$30,000) dollar grant through its Patronicity Program; and

WHEREAS, Artisan Skateparks has assisted Mainstreet and the Parks & Recreation Commission with a project budget and preliminary design options.

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 a contract with Artisan Concrete Services, Inc. d/b/a Artisan Skateparks to design a concrete skatepark and produce certified plans for said park.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Proposed Scope of Work for Owosso Skatepark between the City of Owosso, Michigan and Artisan Concrete Services, Inc. d/b/a Artisan Skateparks in an amount not to exceed five thousand (\$5,000.00) dollars.
- THIRD: The accounts payable department is authorized to pay Artisan Concrete Services, Inc. d/b/a Artisan Skateparks up to the maximum contract amount upon satisfactory receipt of construction documents.
- FOURTH: The above expenses shall be paid from the Parks fund, Contractual Services Account (101-756-818.000)

PROPOSED SCOPE OF WORK FOR OWOSSO SKATEPARK

Artisan Concrete Services, Inc. dba Artisan Skateparks (Artisan) have prepared this scope of work to summarize our design process and to aid in the clarification of project responsibilities. Accordingly, Artisan is providing the City of Owosso (CLIENT) with this scope of work for Design services for the Owosso Skatepark. The proposed scope of work for this project shall include but not limited to the following:

- Skatepark Design
 - a. Design a custom concrete Skate park
 - b. Include In-Kind Donations
 - c. Total Budget \$95,000 to \$105,000

PHASE I – Schematic Design

Objectives:

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date with regards to this project.
- Establish a working relationship with all team members.
- Provide final master plan concept.
- Provide preliminary estimate of probable construction cost.
- Upon Client approval, the Design team shall finalize the construction documents in technical detail, setting forth the requirements for construction of the proposed master plan improvements.
- The Design team will present the client with 100% construction document package for construction purposes.

I.a – Issue Project Design Program Form and Collect Information

- The Client shall provide the Design team with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide the Design team with all available existing and proposed project information as it relates to the master plan improvements in CAD format, this shall include but not be limited to the following items:
 - a. Property lines and project boundaries
 - b. Survey benchmark and basis of bearing
 - c. Easements
 - d. Topography
 - e. Site improvements
 - f. Utility locations
 - g. Vegetation

- The City of Owosso will provide the Geo-technical Report with necessary recommendations in terms of borings and depth to Artisan.
- The Client shall provide the Design team with a list of all agencies required to review and approve the construction document package.
- The Client shall provide the Design team with any specific details, title blocks, specifications and/or document formatting requirements.

I.b – Project Kick Off Meeting (phone conference)

- The Client and Design team shall verify and revise the project design program, discuss the project schedule and set up any future meeting dates.

I.c – Skate Park Conceptual Design

- Based on the information obtained from the Project Kick-Off Meeting, the Design team will prepare a conceptual design. The Skate park design will illustrate the overall layout and fit within the proposed site and budget.
- The design team will use the conceptual design provided by the City of Owosso as a basis.
- The conceptual design will be provided in both plan and 3 dimensional views.

I.d – Design Review Meeting (via phone conference)

- Private Design Review Meeting: The Client and Design team will meet to discuss the Skate park conceptual design prior to finalizing.

I.e – Final Skate Park Design/Master Plan

- The Design team will prepare one final master plan.
- The master plan shall show the final Skate park design, proposed master plan improvements and their relationships to the existing site in general detail.

I.f – Preliminary Estimate of Probable Construction Cost

- At this time the Design team will consult with the client to include any in-kind donations and or discounts available to the project, i.e. Community Support Plan.
- The Design team shall provide the Client with an estimate of probable construction cost for the proposed Skate park and master plan improvements.

I.g – Skate Park Design Development Meeting (phone conference)

- The Client and Design Team will discuss the review comments for the 30% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide the Design team with written notice to proceed.

I.h – 100% Construction Documents

- Upon receipt of notice to proceed, the Design team shall first address the Client review comments. Secondly, shall complete construction document package to facilitate construction of the Skatepark.

I.i – Construction Drawings

- Typically, in addition to the review comments the following steps are required to finalize the construction drawings.
 - a. Cover Sheet: General project information and notes.
 - b. Site Plan: An overall plan showing the proposed master plan improvements plus any existing features requiring additional consideration.
 - c. 3 Dimensional Graphic: A three dimensional view of the overall Skate park with terrain callouts and detail references.
 - d. Layout Plan: Reference points for all Skate park features.
 - e. Surface Grading & Drainage Plan: All necessary spot elevations, flow arrows, drain locations and swales needed to convey finish elevations and direction of flow within the Skatepark. Additionally, finish grade contours will be shown around the Skate park depicting proposed grading need to tie the intended Skatepark into the existing grade.
 - f. Concrete Plan: Type, location, finish and color of all of the concrete.
 - g. Coping Plan: Type, location, finish and color of all coping and metal components.
 - h. Cross Sections: Multiple dimensioned vertical sections cutting through all terrain elements within the Skatepark.
 - i. Details: Standard and custom construction detailing for all master plan improvements.

I.j – 100% Construction Documents

- Upon completion of the final construction document package the following shall be delivered to the client:
 - a. Compact Disk
 - 1. Reproducible scans of the construction drawings in PDF format.

PROJECT ASSUMPTIONS:

The following assumptions shall apply to the proposed scope of work and submitted fees:

- a. All written documents will be generated using Microsoft Word, version 2003.
- b. All spreadsheet documents will be generated using, Microsoft Excel, version 2003.
- c. All Autocad files will be generated with Autocad2007.
- d. Final Drawings will be sealed by a licensed Professional Engineer. We have not retained a Landscape Architect, Geo-Technical Engineer or Topographical Engineer for this project.
- e. The Client shall provide Division 1 Specifications, Bidding and Agreement Forms/Bonds, Conditions of the Contract, and any other non-technical specification.

Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. Reimbursable expenses are included in the fee below.

Lump Sum Not To Exceed

Design and Construction Documentation	\$5,000
---------------------------------------	---------

Artisan is the leading name in the industry when it comes to integrating in-kind donations and discounted materials/labor. We have completed numerous parks with what we call "Community Support". This plan enables us to integrate in-kind donations, materials, labor, etc into the construction, which then reduces the overall construction fee to our clients. We have worked with numerous communities aiding them during the construction process and helping them get more skate-able square footage for their dollar. We will work with the City of Owosso to include in-kind donations and maximize the skate-able square footage.

Contract Provisions

1. The compensation due Artisan for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Artisan hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Artisan to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within

Design Scope of Services for the City of Owosso
Owosso Skatepark Project

fifteen (15) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Artisan performance and the value of the services provided to Client.

3. Any cost estimates provided by Artisan will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Artisan cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. The client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on another project, or for completion of this project by others, provided Artisan is not in default under this agreement, except by agreement in writing with appropriate compensation.
5. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Artisan to safe keep or provide documents to Client, Artisan shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Artisan unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Artisan.
6. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to Artisan to suspend activity on the project, Artisan shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and Artisan shall be re-negotiated prior to resumption of work by Artisan For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.
7. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
8. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Artisan failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) days written notice by either party.
9. Laws of the State of Michigan shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question

arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association then obtaining. Either the Client or Artisan. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

10. In the event legal action is brought by the Client or Artisan against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.
11. Artisan shall carry a minimum errors and omissions liability insurance of \$1,000,000.00
12. Artisan liability to the Client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
13. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
14. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.


Acceptance

If this proposal meets with your approval, please sign and return to our office. When accepted, this proposal will serve as a mutual commitment between Artisan and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

By signing below, you are accepting the terms and condition listed above.

Artisan Concrete Services, dba Artisan Skateparks

Date: 5.15.18

BY: 
Andy Duck, President
Artisan Skateparks

City of Owosso

Date: _____

By: _____
Authorized Representative
City of Owosso

Design Scope of Services for the City of Owosso
Owosso Skatepark Project



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

MEMORANDUM

DATE: May 25, 2018
TO: City Council
FROM: Amy K. Kirkland, City Clerk
RE: Legal Printing Services Bid

Every two years we collect bids for our legal printing needs. This includes notices for public hearings, meeting changes, snow removal reminders and publication of the Council meeting synopsis, among others.

The sole bid for this was received from The Argus-Press Company at \$2.50 per column inch and \$5.00 for affidavits of publication. (These prices have not changed since 2011.)

Staff recommends approval of the legal printing services bid from The Argus-Press Company at \$2.50 per column inch and \$5.00 per affidavit of publication.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
FOR LEGAL ADVERTISING 2018-2020
WITH THE ARGUS-PRESS COMPANY**

WHEREAS, various laws and ordinances applying to the city of Owosso, Shiawassee County, Michigan, require publication of legal notices such as public hearing notices, meeting notices, and the minutes of meetings in a newspaper of general circulation; and

WHEREAS, the city of Owosso sought bids for the publication of required items; a bid was received from The Argus-Press Company; and it is hereby determined that The Argus-Press Company is qualified to provide such services and that it has submitted the sole bid.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ The Argus-Press Company for legal advertising for fiscal years 2018-19 and 2019-20.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the City of Owosso, Michigan and The Argus-Press Company, with a unit price of \$2.50 per column inch and \$5.00 per affidavit of publication.
- THIRD: Authorization is given for the above expenses to be paid from the General Fund according to unit prices.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

The Argus-Press Company

**Legal Notice Printing Services
FY 2018-19 & 2019-20**

May 2018

CONTRACT

THIS AGREEMENT is made on May ____, 2018 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and THE ARGUS-PRESS COMPANY ("contractor"), a Michigan company, whose address is 201 East Exchange Street, Owosso, Michigan 48867.

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

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the proposal entitled "Legal Notice Printing Proposal", as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid Documents
- Bid Proposal
- Proofs and samples
- Contract and exhibits

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed four thousand dollars (\$4,000.00) per fiscal year. No additional work shall be performed unless a change order is issued by the city.

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

ARTICLE III – Assignment

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

ARTICLE IV - Choice of law

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

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

ARTICLE V - Relationship of the parties

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

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

ARTICLE VI – Notice

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

ARTICLE VII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

ARTICLE VIII - Entire agreement

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

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Christopher T. Eveleth, Mayor

Date:_____

By_____

Its: Amy K. Kirkland, City Clerk

Date:_____



MEMORANDUM

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

DATE: May 30, 2018

TO: City Council

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

SUBJECT: Sludge Thickener - Rehabilitation at the WWTP

RECOMMENDATION:

Authorization to enter into a contract with Ld DOCSA Associates, Inc. of Kalamazoo, Michigan, for the rehabilitation of the Sludge Thickener process at the low responsive price of \$539,000.00.

BACKGROUND:

The Sludge Thickener receives and concentrates settled particulate matter from the primary and secondary clarifier process and the tertiary biological process. The concentrated sludge is then pumped to a centrifuge process for dewatering and preparation for landfill disposal.

Originally installed in 1980, the drive unit is badly worn and beyond its useful service life. Probably of failure is severe as determined during the SAW Grant equipment condition assessment period during 2017. Other equipment and building rehabilitation will include; electrical, process piping, bridge walkway, painting, and tank coating.

C2ae engineering consultants have worked with DOCSA many times on other projects, and recommend them as the preferred contractor. DOCSA will subcontract all electrical work to a local city of Owosso contractor, which represents a significant portion of the contract price.

FISCAL IMPACTS:

Funding is available in the FY2017/2018 Wastewater Treatment Capital Replacement Fund. Project costs in the amount of \$539,000.00, plus contingency funds of \$28,000.00 for field adjustments by city staff, totaling \$567,000.00 are to be expended to account 599-901-977.000.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution
(2) C2ae Recommendation
(3) Bid tab

RESOLUTION NO.

**AUTHORIZING CONTRACT WITH
L.D. DOCSA & ASSOCIATES, INC. D/B/A/ L.D. DOCSA ASSOCIATES, INC.
FOR DEMOLITION AND REHABILITATION OF THE SLUDGE THICKENER PROCESS EQUIPMENT
AT THE WASTEWATER PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the demolition and rehabilitation of various operating equipment and appurtenances for the Sludge Thickener Process Room; and

WHEREAS, the existing Sludge Thickener process equipment is badly worn, is beyond its useful service life, and is rated as severe for probability of failure, and L.D. Docsa Associates, Inc. has submitted the low responsive bid of \$539,000.00 for the demolition and rehabilitation of said process equipment; and

WHEREAS, the Director of Public Services & Utilities has reviewed the Bid proposals and verified the necessity for demolition and replacement of said process equipment, and recommends authorizing L.D. Docsa Associates, Inc. to provide the demolition and construction services at the not to exceed price of \$539,000.00, and requests authorization for the Director to expend up to \$28,000.00 in additional funds for possible installation modification contingencies.

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 L.D. Docsa & Associates, Inc. d/b/a L.D. Docsa Associates, Inc. for the demolition and rehabilitation of the Sludge Thickener process equipment and appurtenances at the Wastewater Treatment Plant.
- SECOND: The mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as Contract for Services between L.D. Docsa & Associates, Inc. d/b/a L.D. Docsa Associates, Inc. and the city of Owosso in the amount of \$539,000.00.
- THIRD: The accounts payable department is authorized to submit payment to L.D. Docsa & Associates, Inc. d/b/a L.D. Docsa Associates, Inc. \$539,000.00, and up to \$28,000.00 in additional contingency expenses upon written authorization of the city.
- FOURTH: The above expenses shall be paid from the Wastewater Treatment Capital Replacement Fund 599-901-977.100.



106 W. Allegan St. Suite 500
Lansing, MI 48933
O: 517.371.1200
www.c2ae.com

May 29, 2018

Mr. Glenn Chinavare
Utilities Director
City of Owosso
301 West Main Street
Owosso, Michigan 48867

**Re: Owosso Wastewater Treatment Plant
Sludge Thickener Improvements**

Dear Mr. Chinavare,

The existing Sludge Thickener has deteriorated past regular maintenance, and is at the point of failure. Project consists of replacement of the drive unit, all mechanical equipment, gas and oxygen detection units, air ventilation system, and electrical upgrades.

Bids were received on Friday, May 25, 2018 at 11:00 a.m. four (4) bids were received and publicly read aloud. Following the formal bid opening, C2AE conducted a review of the bids for completeness and accuracy. References checked and were found to be in favor of the low contractor.

L.D. Docsa Associates, Inc. has teamed with Meyer Electric from Owosso, Michigan giving them local bidding preference. C2AE recommends award of the contract to L.D. Docsa Associates, Inc. in the amount of \$539,000

If you have any questions or would like any additional information, please do not hesitate to contact Brian VanZee at brian.vanzee@c2ae.com. I would be happy to attend the Council Meeting on June 4, 2018.

Sincerely,

C2AE

A handwritten signature in blue ink that reads 'Brian VanZee'.

Brian VanZee
Project Manager

BWV

Project No. 170117

BID TABULATION

Project #: 17-0117

Bid Date: May 25, 2018

Project: Owosso Wastewater Treatment Plant
Sludge Thickener Improvements

Project Manager: Brian W. VanZee

Owner: City of Owosso
Shiawassee County, Michigan

Bidding Contractor	Addenda			Bid Bond	Total Estimated Bid	
	1	2	3			
L.D. Docsa	X	X	X	X	*	\$539,000.00
Process Piping and Equipment	X	X	X	X		\$537,300.00
Midwest Power Systems	X	X	X	X		\$599,000.00
Gerace Construction	X	X	X	X		\$630,932.00
* Local Preference Adjustment of \$2,500						

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/25/2018DEPT. WWTPSUBJECT: **Sludge Thickener Improvement Project**LD Docsa Associates, Inc.
General Contractors
300 S. 8th Street
Kalamazoo, MI 49009Process Piping & Equip, Inc.
435 Union Street
Milford, MI 48381Midwest Power Systems, Inc.
2401 Hickory Oak
Milford, MI 48380

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	PRICE
1	Mobilization (5% Max)	1	LSUM	\$ 26,990.00	\$ 26,990.00	\$25,000.00	\$ 25,000.00	\$ 49,000.00	\$ 49,000.00
2	Demolition and Structural	1	LSUM	\$ 65,000.00	\$ 65,000.00	\$59,200.00	\$ 59,200.00	\$ 100,000.00	\$ 100,000.00
3	Electrical	1	LSUM	\$ 218,250.00	\$ 218,250.00	\$151,100.00	\$ 151,100.00	\$ 200,000.00	\$ 200,000.00
4	Thickener Mechanism & Appurtenance	1	LSUM	\$ 175,000.00	\$ 175,000.00	\$213,200.00	\$ 213,200.00	\$ 200,000.00	\$ 200,000.00
5	Process Piping	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$22,400.00	\$ 22,400.00	\$ 10,000.00	\$ 10,000.00
6	Painting	3600	Sft	\$ 9.00	\$ 32,400.00	\$7.055556	\$ 25,400.00	\$ 8.33	\$ 29,988.00
7	Tank Coating	800	Sft	\$ 7.95	\$ 6,360.00	\$51.25	\$ 41,000.00	\$ 12.50	\$ 10,000.00
Local Preference Adjustment							\$ 2,500.00		\$ 2,500.00
TOTAL BID					\$ 539,000.00		\$ 539,800.00		\$ 601,488.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE: \$2,500

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: _____

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: _____

SOLE PROPRIETORSHIP

EXPIRATION DATE: _____

AWARDED: _____

COUNCIL

APPROVED: _____

PO NUMBER: _____

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/22/2018DEPT. WWTPSUBJECT: **Sludge Thickener Improvement Project**Gerace Construction
4055 S. Saginaw Rd.
Midland, MI 48640-8501

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (5% Max)	1	LSUM	\$ 31,546.00	\$ 31,546.00				
2	Demolition and Structural	1	LSUM	\$ 144,454.00	\$ 144,454.00				
3	Electrical	1	LSUM	\$ 225,400.00	\$ 225,400.00				
4	Thickener Mechanism & Appurtenance	1	LSUM	\$ 179,206.00	\$ 179,206.00				
5	Process Piping	1	LSUM	\$ 30,760.00	\$ 30,760.00				
6	Painting	3600	Sft	\$ 3.57	\$ 12,852.00				
7	Tank Coating	800	Sft	\$ 8.39	\$ 6,714.00				
					\$ 2,500.00				
TOTAL BID					\$ 633,432.00				

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:



DATE: 6.4.18
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: FEE SCHEDULE UPDATE

BACKGROUND:

The master fee schedule is in need of updating. In the future we will consider any updates once a year; probably in the winter during the start of “budget season.” The City’s fee schedule sets costs for fees, penalties, fines, permit fees, rentals, and leases. WATER AND SEWER RATES WILL BE CONSIDERED SEPARATELY FROM THE FEE SCHEDULE. The last update was in September, 2013.

Some building permit tiers were restructured so that the new building and roofing fees better suit homeowners who are making home improvements themselves. Of course the re-tiered fees also apply to contractors. The building department is seeing more do-it-yourselfers coming through City Hall so this is a reasonable shift in the permit structure.

There is an increase in a few building fees; namely the penalty for work without a permit. Currently it is set at \$100. Comparables with other communities put the new \$175 charge somewhere in the middle of what other cities are enforcing.

Parking

There are two components to this. The first is that all downtown employee parking leases will permanently expire on July 1, 2018. These leases are paid by employees or businesses to the city for city-owned parking spaces to be used by the respective business’ employees. Currently, all public parking spaces are either a 4-hour limit or 72-hour limit. As upper floor residential units continue to increase, these formerly leased spaces will be utilized for residents rather than employees. Because employees and residents are utilizing the parking spaces at different times, we should see a natural flow of parking use throughout the day. Lastly, the layout of lot times encourages employees to park away from the ‘city center’ to allow those city-center parking spaces for their customers.

The second component is a sorely needed update to parking violation fees in the downtown area. Currently, the city has been operating on an age-old policy that the first two parking tickets are free each calendar year. My question is, “if they’re free, why write them at all?” So that will get dropped. No more ‘free tickets.’ Also, comparables show that Owosso’s parking violations are very low. Rather than increasing fees drastically, there will be an incentive to pay a ticket fee within the first week (\$15.00). After that, the cost goes up: 14 days (\$30.00), 30 days (\$45.00). Currently the fee is: free, \$10.00 within 72 hours, \$10.00 - \$15.00 if paid after 72 hours.

The city has a total of 1,775 parking public parking spaces within the downtown area. 582 of these spaces are in one single parking lot between the bowling alley and NCG Cinemas. The rest are disbursed throughout downtown along the streets and in various smaller public lots.

Park Rental

The City doesn't charge for a park reservation. What we do is take a deposit for the park facility being reserved (usually a pavilion) and if the facility is not cleaned up afterwards, we take the deposit money. This almost never happens. What does happen is the city is put in a position to hold deposit cash or checks to be given back at a later date and that's not something that municipal accounting practices can handle very easily. Other communities usually charge for this rather than take deposits. This reservation is not for the entire park. Just the pavilions within them.

FISCAL IMPACT:

Because of the fluctuations from year to year in building permit activity, it is difficult to predict how permit/fee revenue will change. I can use last year to estimate the change based on expense activity in the City's financial software:

Permit Revenue Changes (estimate):

	2017-18 (year to date)	2018-19 (estimate)
Electrical	\$38,045.00	\$45,000.00
Mechanical & Plumbing	\$47,160.00	\$54,000.00
Building	\$123,517.00	\$130,000.00
Park Rental	\$0.00	\$1,500.00
Parking Leases	\$2,445.00	\$0.00
Parking Violations	\$4,403.00	\$6,000.00

RECOMMENDATION:

This fee structure change accomplishes 5 things:

1. Updates and simplifies the fee schedule
2. Eliminates "free" penalties that do nothing to incentivize compliance
3. Reduce fees on do-it-yourself or small home projects
4. Discourages doing work without a permit via a higher fee
5. Shifts parking rules downtown to create a better flow for residents vs. employees utilizing public parking spaces.

Owosso Mainstreet has been working with Public Safety and the City Manager on the parking updates for fees and policies. The Building Department has recommended the changes to the building and trades permit fees and worked with administration on the proposal. *THEREFORE, I AM RECOMMENDING THIS UPDATE TO THE CITY'S FEE SCHEDULE AS PRESENTED.*

RESOLUTION NO.

**UPDATING THE SCHEDULE FOR FEES, LICENSES, FINES AND CHARGES
FOR THE CITY OF OWOSSO**

WHEREAS, the *City of Owosso Code of Ordinances* provides for the establishment of many fees, licenses, fines and charges to be established by resolution; and

WHEREAS, on August 5, 2013 the city council adopted Resolution No. 90-2013 creating a schedule of fees, licenses, fines and charges; and

WHEREAS, said schedule must be periodically reexamined and updated; and

WHEREAS, the city council has reviewed the charges and determined that from July 1, 2018 fees, licenses, fines and charges shall be in accordance with this resolution and the attached schedule.

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

- FIRST: the attached schedule for fees, licenses, fines and charges is hereby adopted effective July 1, 2018.
- SECOND: any parts of resolutions and memoranda in conflict with this resolution are hereby repealed.
- THIRD: this resolution is intended to preserve all existing charges and fees set forth in any resolution, ordinance, or law which are not in conflict with this resolution and attached schedule and to fulfill the requirements of any ordinance authorizing the city council to establish fees by resolution.
- FOURTH: fees for public records not set forth in this resolution and attached schedule, or in any other resolution, ordinance, or law, shall be set by the city manager in accordance with Act 442 of the Public Acts of 1976, as amended.
- FIFTH: fees for public services not specifically set forth in this resolution and the attached schedule or in any other resolution, ordinance, or law may be established by the city manager, who shall promptly notify the city council in writing of each of them. The city manager shall establish fees for public services based upon the cost of providing the public service.

Proposed Fee Schedule Changes

Dept.	Description	Additional information	Action	Fee/Rate (9.30.13)	Proposed Fee Rate (5.21.18)
Assessing					
Assessing	Assessing, board of review, & sales information	Eliminated by 7.1.15 FOIA update	Remove	\$2.00 + 0.25 per page	-
Assessing	Copy resident field sheet	Eliminated by 7.1.15 FOIA update	Remove	\$2.00 + 0.25 per page	-
Assessing	Listing (per page)	Eliminated by 7.1.15 FOIA update	Remove	\$2.00 + 0.25 per page	-
Assessing	Processing labels (per page)	Eliminated by 7.1.15 FOIA update	Remove	\$5.00	-
Building					
Building-parking lease	Parking lease 24-hour/monthly - any lot, residential	Current Lease to permanently expire 7.1.18	Remove	\$20.00	-
Building-parking lease	Parking lease 24-hour/monthly - N. Cedar & N. Lansing lot	Current Lease to permanently expire 7.1.18	Remove	\$20.00	-
Building-parking lease	Parking lease daytime/month - Park & Main lot	Current Lease to permanently expire 7.1.18	Remove	\$15.00	-
Building-parking lease	Parking lease daytime/monthly - Ball & Comstock lot	Current Lease to permanently expire 7.1.18	Remove	\$15.00	-
Building-parking lease	Parking lease daytime/monthly - Ball & Mason lot	Current Lease to permanently expire 7.1.18	Remove	\$25.00	-
Building-parking lease	Parking lease daytime/Monthly - Ball, Water, & Exchange lot	Current Lease to permanently expire 7.1.18	Remove	\$25.00	-
Building-parking lease	Parking lease daytime/monthly - Park & Exchange lot	Current Lease to permanently expire 7.1.18	Remove	\$15.00	-
Building-parking lease	Parking lease duplicate hangers/monthly	Current Lease to permanently expire 7.1.18	Remove	\$5.00	-
Building-parking lease	Parking lease nighttime/monthly	Current Lease to permanently expire 7.1.18	Remove	\$10.00	-

Proposed Fee Schedule Changes

Dept.	Description	Additional information	Action	Fee/Rate (9.30.13)	Proposed Fee Rate (5.21.18)
Building-general	Building permit fee (all user groups excluding electrical, plumbing, heating, cooling , ventilation, signs, demolition) up to \$2,000		Remove	\$60.00	-
Building-general	Building permit fee (all user groups excluding electrical, plumbing, heating, cooling, ventilation, signs, demilition) up to \$1,000		New	-	\$80.00
Building-general	Building permit fee (all user groups excluding electrical, plumbing, heating, cooling , ventilation, signs, demolition) \$1,001 to \$2,000		New	-	\$110
Building-general	Plan review - plans returned to applicant for modifications and/or resubmittal	Building	Change	55% of building permit fee	\$50.00 plus \$60.00 per hour
Building-general	Soil erosion/silt inspection application fee--single family	Building	Remove	\$35.00	-
Building-general	Soil erosion/silt permit fee--single family	Building	Remove	\$75.00	-
Building-general	Soil erosion/silt inspection application fee--non single family	Building	Remove	\$100 under 1 acre plus \$5 each additional acre	-
Building-general	Soil erosion/silt permit fee--non single family	Building	Remove	\$100 per acre	-
Building-general	Soil erosion/sedimentation control plan review fee--non single family	Building	Remove	\$250 for initial and followup, \$250 for each additional	-
Building-general	Silt inspection (under 5,000 square feet)	Building	Remove	\$50.00	-
Building-general	Roofing permit--residential up to \$10,000	Buidling	Remove	\$130.00	-
Building-general	Roofing permit--residential up to \$5,000	Building	New	-	\$80.00
Building-general	Roofing permit--residential \$5,001 to \$10,000	Building	New	-	\$130.00
Building-general	Penalty for work prior to obtaining permit (less than \$10,000)	Building	Remove	\$100.00	-
Building-general	Penalty for work prior to obtaining permit (greater than \$10,000)	Building	Remove	\$250.00	-
Building-general	Penalty for work prior to obtaining permit	Building	New	-	\$175.00 plus cost of permit
Building-general	Charge for overtime inspections	Building	Remove	\$75.00/hr	-
Building-general	Charge for special inspections (commercial)	Building	Remove	\$50.00/hr	-
Building-general	Charge for special inspections (residential)	Building	Remove	\$50.00/hr	-
Building-general	Quarterly inspection fees under derelict building provision	Building	Remove	\$50.00	-
Building-general	Charge for special inspections	Building	New	-	\$50.00 per hour
Building-general	Permit (misc. building improvements)	Building	Remove - same as bu	same as building permit	-
Building -general	Permit for sign	Building	Change	same as building permit	\$50.00 + 0.40/sqft
Electrical	Inspections (special/safety)	Electrical	New	-	\$75.00
Electrical	Generator (residential)	Electrical	New	-	\$25.00
Electrical	Generator (commercial)	Electrical	New	-	\$50.00
Electrical	Plan Review	Electrical	New	-	\$100.00 per hour - 1 hour min
Electrical	Penalty for work prior to obtaining permit	Electrical		\$100.00	\$175.00 plus permit cost

Proposed Fee Schedule Changes

Dept.	Description	Additional information	Action	Fee/Rate (9.30.13)	Proposed Fee Rate (5.21.18)
Mechanical-nonresidential	License/registration fee	Mechanical - Commercial/Industrial	Remove	-	-
Mechanical-nonresidential	Mechanical Inspections/Each (including reinspection)	Mechanical - Commercial/Industrial	Remove	\$50.00	-
Mechanical-nonresidential	Mechanical Inspections/Each Additional and Final	Mechanical - Commercial/Industrial	Remove	\$50.00	-
Mechanical-nonresidential	Mechanical permit (commercial/industrial) base fee (no inspections included)	Mechanical - Commercial/Industrial	Remove	\$30.00	-
Mechanical-nonresidential	Mechanical Reinspection	Mechanical - Commercial/Industrial	Remove	\$50.00	-
Mechanical-nonresidential	Special/Safety Inspection	Mechanical - Commercial/Industrial	New	-	\$75.00
Mechanical-nonresidential	Plan Review	Mechanical - Commercial/Industrial	Change	\$100.00	\$100 per hour - minimum one hour
Mechanical-residential	Penalty for work without a permit	Mechanical-Residential	New	-	\$175 plus permit cost
Mechanical-residential	Investigation Fee (for Work Performed without a Permit)/Per Hour or Parts Thereof	Mechanical - Residential	Remove	\$75.00	-
Mechanical-residential	License/Registration Fee	Mechanical - Residential	Remove	-	-
Mechanical-residential	Other Buildings/Per Hour or Parts Thereof	Mechanical - Residential	Remove	\$50.00	-
Mechanical-residential	Plan Review	Mechanical - Residential	Change	\$100.00	\$100 per hour - minimum one hour
Plumbing	Penalty for work without a permit	Less than \$10,000	Change	\$100.00	\$175 plus permit cost
Plumbing	Penalty for work without a permit	Greater than \$10,000	Remove	\$250.00	-
Plumbing	Plan Review	Plumbing	New	-	\$100 per hour - minimum 1 hour
Community Development					
Community Development	Park Reservation - city resident	Parks	Change	\$25.00 deposit	\$25.00 charge
Community Development	Park Reservation - non-city resident	Parks	Change	\$75.00 deposit	\$75.00 charge
Treasurer					
Treasurer	Park rental-city resident	Refundable - Deposit Only	Remove	\$50.00	-
Treasurer	Park rental-non-city resident	Charge	Remove	\$75.00	-

Parking Violations Fines

Current Charges <small>rev. 9/2013</small>			Proposed Changes		
Violation No.	If Paid Within 72 Hrs.	If Paid After 72 Hrs.	If paid within 7 days	if paid within 14 days of violation	If paid within 30 days of violation
(1) Expired Parking Meter			Remove	Remove	Remove
(2) Parking over legal limit in areas other than business districts defined in section 33-37	\$10.00	\$15.00 (third and subsequent violations in calandar year \$50.00)	\$15.00	\$30.00	\$45.00
(3) Parking over legal limit in business districts defined in section 33-37, third and subsequent violations in each calendar year	\$10.00	\$10.00	\$15.00	\$30.00	\$45.00
(4) Moving to evade time limitations	\$10.00	\$10.00	\$15.00	\$30.00	\$45.00
(5) Parking in prohbited zone	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(6) Parking in loading zone	\$10.00	\$10.00	\$15.00	\$30.00	\$45.00
(7) Parking on sidewalk or crosswalk	\$15.00	\$10.00	\$15.00	\$30.00	\$45.00
(8) Parking at yellow curb	\$10.00	\$10.00	\$15.00	\$30.00	\$45.00
(9) Overtime parking in 3:00am to 6:00am zone	\$10.00	\$10.00	\$15.00	\$30.00	\$45.00
(10) Parking within fifteen feet of fire hydrant	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(11) Parking in handicapped zone	\$50.00	\$100.00	\$50.00	\$100.00	\$100.00
(12) Double Parking	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(13) Parked facing wrong way	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(14) Blocking driveway	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(15) Across parking line	\$10.00	\$10.00	\$15.00	\$30.00	\$45.00
(16) Blocking alley	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(17) Blocking traffic	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(18) Parking over twelve inches from curb	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(19) Abandoned car	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(20) Parking of a truck or commercial vehicle with a gross weight in excess of five tons or in excess of twenty-two feet in length in violation of the provisions of sectrion 5.61 of the Uniform Traffic Code	\$25.00	\$50.00	\$25.00	\$50.00	\$75.00
(21) Other parking violation	\$10.00	\$15.00	\$15.00	\$30.00	\$45.00
(22) Fifth violations of any above violation within a thirty-day period	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
April 9, 2018, 7:00 PM Curwood Castle



CALL TO ORDER:

PRESENT: Commissioner Carol Vaughn, Chair; Commissioner Karen Marumoto, Vice Chair; Commissioner Dave Acton; Commissioner Sara Adams; Commissioner Robert Brockway, Commissioner Carolyn Ebert; Commissioner Deb Gilbert; Commissioner Heather Jacobs; Commissioner Anne Ludington, Robert Doran, Director

ABSENT: Commissioner Elaine Greenway

APPROVAL OF AGENDA: Commissioner Dave Acton moved to approve the agenda, seconded by Vice Chair Karen Marumoto. Ayes all. Motion Carried

CONSENT AGENDA: Vice Chair Karen Marumoto moved to approve the consent agenda, seconded by Commissioner Robert Brockway. Ayes all. Motion Carried

Revenues and Expenditures, Curwood Castle Dashboard Report, Curwood Castle Admissions and Financials, Curwood Castle Gift Shop Sales, OHC Balance Sheet, OHC Check Register; March 12 Minutes

CITIZEN COMMENTS: No citizen's comments

COMMUNICATIONS: No Communications

OLD BUSINESS:

- Vice Chair nomination and vote: **Commissioner Sara Adams moved to nominate Karen Marumoto as Vice Chair, seconded by Commissioner Annie Ludington. Ayes all. Motion Carried.**
- Review Board Agenda 12 Month Planning Guide: **The 12 month Board Agenda planning guide was reviewed. The board is on track with our strategic board goals and initiatives.**
- 501(c)3 status: **Chair Carol Vaughn applied for our and received our EIN number (Employer Identification Number) from the IRS. The next step is to continue to develop the articles and incorporation and by-laws, and simultaneously apply for our 501(c)3 status from the IRS.**
- 2018 Calendar of event – updates: **Director Doran updated the board on our upcoming spring/summer/fall events.**
- Docent Training update: **The packets for the Docent Training sessions on May 6 & 7 have been completed and as of now we have approximately 20 docents signed up.**

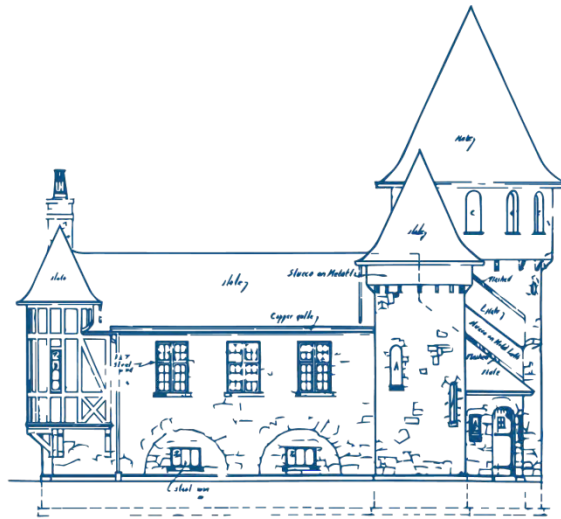
- Bus Tour grant update: **The grant from the CVB of \$2,000 has been approved and Robert Doran from OHC, Piper Brewer from SAC, Mary Warner Stone from DUSY and Kim Springsdorf from SRI will all participate starting the process of actively seeing out bus tours. Process will begin in mid-May.**
- Curwood Castle Park Map: **Director Doran shared the new Curwood Castle Park map with the board. The map is currently on the web site under “visit us”**
- Review City Budget VS Proposed Castle City Museum Budget: **Chair Carol Vaughn shared the new financial reports compared to the reports currently supplied by the city. Starting in June we will be presenting the board with both financials through the transition to the 501(c)3.**
- Review updated Key Measurable/Dashboard Reports: **Chair Carol Vaughn created a Dashboard report for 10 of our key measureables. This document will be further refined by the outcome of our strategic plan.**
- Strategic Plan Update: **Dave Vaughn will continue to work on finalizing a first version of our strategic plan which he will present our next board meeting.**

NEW BUSINESS:

- Committee Reports – Strategic Planning Activities for 2018
 - **A summary of committee reports and regularly scheduled meetings given by committee chairs.**
 - Finance – next meeting date April 26
 - Governance – next meeting date April 10
 - Philanthropy, Giving & Membership
 - Exhibitions & Education – April 11
 - Facilities
 - Marketing, Advertising & Social Media
 - Archiving & Acquisitions
 - Volunteers
- IT Update - G Suite: **Director Doran gave an update on G Suite and the implementation of communicating through Gmail folders.**
- Power thought of the day

CITIZEN COMMENTS:

ADJOURN:



OWOSSO HISTORICAL COMMISSION

THE CURWOOD COLLECTION

Consent Agenda – Monday, May 14, 2018

- Revenue & Expenditure – period ending 4/30/18
- Curwood Castle Dashboard Report 4/30/18
- Curwood Castle Financial Report – April, 2018
- Curwood Castle Gift Shop Report – April, 2018
- Curwood Castle Deposit Report – April, 2018
- Historical Balance Sheet – period ending 4/30/18
- Check Register – period ending April, 2018
- April 9, 2018 Minutes

05/08/2018

REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO

PERIOD ENDING 04/30/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2017-18	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		AMENDED BUDGET	MONTH 04/30/2018 INCREASE (DECREASE)	04/30/2018 NORMAL (ABNORMAL)	BALANCE NORMAL (ABNORMAL)	
Fund 297 - HISTORICAL FUND						
Revenues						
Dept 000						
297-000-600.600	SALES	5,000.00	329.00	3,676.60	1,323.40	73.53
297-000-664.664	INTEREST INCOME	50.00	0.00	83.54	(33.54)	167.08
297-000-664.667	RENTS	2,000.00	500.00	1,000.00	1,000.00	50.00
297-000-664.668	RENTAL INCOME	13,200.00	700.00	10,600.00	2,600.00	80.30
297-000-671.675	DONATIONS-PRIVATE	20,000.00	650.00	17,221.77	2,778.23	86.11
297-000-671.678	FUNDRAISER/MEMBERSHIPS	10,000.00	0.00	0.00	10,000.00	0.00
297-000-671.679	DONATIONS:HOME TOUR	5,000.00	0.00	4,613.70	386.30	92.27
297-000-695.101	GENERAL FUND TRANSFER	33,000.00	2,750.00	27,500.00	5,500.00	83.33
297-000-695.699	APPROPRIATION OF FUND BALANCE	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 000		98,250.00	4,929.00	64,695.61	33,554.39	65.85
TOTAL REVENUES		98,250.00	4,929.00	64,695.61	33,554.39	65.85
Expenditures						
Dept 797 - HISTORICAL COMMISSION						
297-797-728.000	OPERATING SUPPLIES	0.00	4.14	456.75	(456.75)	100.00
297-797-728.200	SUPPLIES-HISTORIC COLLECTION	1,000.00	0.00	711.25	288.75	71.13
297-797-728.300	HOME TOUR PROMOTION	0.00	1,250.00	1,399.99	(1,399.99)	100.00
297-797-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	0.00	414.00	465.00	(465.00)	100.00
297-797-810.000	INSURANCE & BONDS	1,250.00	2,649.20	2,649.20	(1,399.20)	211.94
297-797-831.000	BUILDING MAINTENANCE	2,000.00	0.00	62.50	1,937.50	3.13
297-797-856.000	MISCELLANEOUS	6,000.00	119.72	1,298.85	4,701.15	21.65
297-797-869.000	PROMOTION	5,000.00	443.00	2,183.64	2,816.36	43.67
297-797-870.000	EXHIBITIONS	0.00	63.60	473.60	(473.60)	100.00
Total Dept 797 - HISTORICAL COMMISSION		15,250.00	4,943.66	9,700.78	5,549.22	63.61
Dept 798 - CASTLE						
297-798-702.200	WAGES	40,000.00	2,643.64	29,054.02	10,945.98	72.64
297-798-702.400	WAGES - SEASONAL-DOCENTS	12,000.00	777.00	9,936.28	2,063.72	82.80
297-798-715.000	SOCIAL SECURITY (FICA)	3,978.00	261.69	2,982.77	995.23	74.98
297-798-717.000	UNEMPLOYMENT INSURANCE	42.00	8.56	8.56	33.44	20.38
297-798-719.000	WORKERS' COMPENSATION	80.00	68.00	84.00	(4.00)	105.00
297-798-728.000	OPERATING SUPPLIES	1,500.00	0.00	230.99	1,269.01	15.40

297-798-810.000	INSURANCE & BONDS	700.00	0.00	0.00	700.00	0.00
297-798-820.000	UTILITIES	4,000.00	543.06	3,940.30	59.70	98.51
297-798-831.000	BUILDING MAINTENANCE	7,000.00	0.00	1,049.32	5,950.68	14.99
297-798-856.000	MISCELLANEOUS	1,000.00	128.75	2,514.10	(1,514.10)	251.41
297-798-869.000	PROMOTION	0.00	0.00	770.87	(770.87)	100.00
Total Dept 798 - CASTLE		70,300.00	4,430.70	50,571.21	19,728.79	71.94
Dept 799 - GOULD HOUSE						
297-799-810.000	INSURANCE & BONDS	700.00	0.00	0.00	700.00	0.00
297-799-820.000	UTILITIES	4,000.00	620.12	3,460.12	539.88	86.50
297-799-831.000	BUILDING MAINTENANCE	5,000.00	0.00	433.48	4,566.52	8.67
297-799-831.200	BLDG MAINTENANCE-RENTAL	1,000.00	0.00	0.00	1,000.00	0.00
297-799-856.000	MISCELLANEOUS	2,000.00	0.00	752.66	1,247.34	37.63
Total Dept 799 - GOULD HOUSE		12,700.00	620.12	4,646.26	8,053.74	36.58
TOTAL EXPENDITURES		98,250.00	9,994.48	64,918.25	33,331.75	66.07
Fund 297 - HISTORICAL FUND:						
TOTAL REVENUES		98,250.00	4,929.00	64,695.61	33,554.39	65.85
TOTAL EXPENDITURES		98,250.00	9,994.48	64,918.25	33,331.75	66.07
NET OF REVENUES & EXPENDITURES		0.00	(5,065.48)	(222.64)	222.64	100.00
TOTAL REVENUES - ALL FUNDS		98,250.00	4,929.00	64,695.61	33,554.39	65.85
TOTAL EXPENDITURES - ALL FUNDS		98,250.00	9,994.48	64,918.25	33,331.75	66.07
NET OF REVENUES & EXPENDITURES		0.00	(5,065.48)	(222.64)	222.64	100.00

April 2016, 2017, 2018 Castle Comparison

	Total Admits	Total Admission	Gift Shop	Donations	Totals
2016	333	\$934.00	\$292.00	\$25.00	\$1,251.00
2017	342	\$1,309.00	\$164.00	\$9.00	\$1,482.00
2018	178	\$805.00	\$412.00	\$135.00	\$1,352.00

April 2018 Castle Financial Report

Date	Adults	Children	Admissions	Gift Shop	Donations	Deposits
4/1/2018			Easter			
4/2/2018						
4/3/2018	8	4	\$35.00	\$25.00	\$100.00	
4/4/2018	2	3	\$16.00	\$24.00		
4/5/2018	3		\$15.00	\$11.00		
4/6/2018	5	4	\$26.00	\$24.00		
4/7/2018	19	2	\$100.00	\$69.00		
4/8/2018	21	8	\$115.00	\$76.00		\$636.00
4/9/2018						
4/10/2018			\$0.00			
4/11/2018	6		\$30.00			
4/12/2018	2		\$10.00	\$25.00		
4/13/2018			\$0.00			
4/14/2018			\$0.00			
4/15/2018			\$0.00			
4/16/2018						
4/17/2018	5		\$25.00	\$32.00		
4/18/2018			\$0.00			
4/19/2018	4		\$20.00			
4/20/2018	1	1	\$7.00			
4/21/2018	16	8	\$87.00	\$62.00		
4/22/2018			\$71.00	\$12.00		
4/23/2018						
4/24/2018	2		\$10.00			
4/25/2018	4		\$20.00	\$30.00		
4/26/2018	1		\$10.00	\$10.00		
4/27/2018	8		\$40.00			
4/28/2018	16	6	\$91.00			
4/29/2018	13	6	\$77.00	\$12.00	\$35.00	\$716.00
4/30/2018						\$1,352.00
Totals	136	42	\$805.00	\$412.00	\$135.00	\$1,352.00

April 2018 Castle Gift Shop Sales

Item	Price	# Sold	Total
Blueprint - Framed	\$25.00		
Blueprint- Rolled	\$15.00		
Blueprint T-Shirt - 2XL	\$10.00	2	\$20.00
Blueprint T-Shirt - 3XL	\$10.00		
Blueprint T-Shirt - Large	\$10.00	4	\$40.00
Blueprint T-Shirt - Medium	\$10.00	1	\$10.00
Blueprint T-Shirt - Xlarge	\$10.00		
Book - Alaskan	\$10.00		
Book - Back to God's Country	\$10.00		
Book - Baree - Reprint	\$10.00	4	\$40.00
Book - Flaming Forest - Reprint	\$10.00		
Book - God's Country and the Man	\$22.00	2	\$44.00
Book - Gold Hunters- Reprint	\$10.00		
Book - Grizzly King - reprint	\$10.00	3	\$30.00
Book - Isobel - Reprint	\$10.00	1	\$10.00
Book - Kazan - reprint	\$10.00	2	\$20.00
Book - Nomads of the North - reprint	\$10.00		
Book - Phillip Steele- Reprint	\$10.00		
Book - Wolf Hunters- Reprint	\$10.00		
Books -Vintage	Misc	6	\$85.00
Castle Magnets	\$2.00	4	\$8.00
Castle Tin Cups	\$12.00		
Coaster - Castle Great Room	\$3.00	3	\$8.00
Coaster - Curwood Castle	\$3.00	2	\$6.00
Coaster - Curwood Statue	\$3.00	3	\$8.00
Coaster - James Oliver Curwood	\$3.00	2	\$6.00
Curwood Lobby Cards	\$4.00		
Souvenir Book - Gray	\$5.00		
Souvenir Book- Yellow	\$5.00		
Glasses - Comstock Cabin	\$5.00		
Glasses - Curwood Home	\$5.00		
Glasses - Gould House	\$5.00		
Maps	\$10.00		
Nomads of the North - dvd	\$20.00		
Northwest Trail - dvd	\$20.00		
Rin Tin Tin - Skull & Cross - dvd	\$20.00		
River's End - dvd	\$20.00		
The Bear - dvd	\$20.00		
The Trail Beyond - dvd	\$20.00		
Puzzle - Curwood Castle	\$15.00	3	\$45.00
Postcards	\$1.00	4	\$4.00
Yo-yos	\$4.00	4	\$16.00
2014 Train	\$12.00	1	\$12.00
TOTALS			\$412.00

April 9-30 2018 Castle Deposit Report

	Children	Adults	Admissions	Gift Shop	Donations	Deposits
4/9/2018						
4/10/2018			\$0.00			
4/11/2018	6		\$30.00			
4/12/2018	2		\$10.00	\$25.00		
4/13/2018			\$0.00			
4/14/2018			\$0.00			
4/15/2018			\$0.00			
4/16/2018						
4/17/2018	5		\$25.00	\$32.00		
4/18/2018			\$0.00			
4/19/2018	4		\$20.00			
4/20/2018	1	1	\$7.00			
4/21/2018	16	8	\$87.00	\$62.00		
4/22/2018			\$71.00	\$12.00		
4/23/2018						
4/24/2018	2		\$10.00			
4/25/2018	4		\$20.00	\$30.00		
4/26/2018	1		\$10.00	\$10.00		
4/27/2018	8		\$40.00			\$716.00
4/28/2018	16	6	\$91.00			
4/29/2018	13	6	\$77.00	\$12.00	\$35.00	
4/30/2018						
Totals	78	21	\$498.00	\$183.00	\$35.00	\$716.00

05/08/2018

BALANCE SHEET FOR CITY OF OWOSSO
Period Ending 04/30/2018

GL Number	Description	Balance
Fund 297 - HISTORICAL FUND		
*** Assets ***		
297-000-101.200	CASH - CHEMICAL BANK	28,393.68
297-000-101.250	CASH	45,793.18
297-000-102.100	CASH - RESTRICTED S.C.	20,882.85
297-000-103.000	IMPREST PETTY CASH	100.00
297-000-120.000	ACCOUNTS RECEIVABLE	0.00
297-000-121.000	ACCRUED INTEREST RECEIVABLE	0.00
297-000-170.200	PREPAID INSURANCE	0.00
297-000-184.101	DUE FROM GENERAL	0.00
	Total Assets	95,169.71
*** Liabilities ***		
297-000-202.000	ACCOUNTS PAYABLE	0.00
297-000-214.101	DUE TO GENERAL FUND	19,428.74
297-000-255.200	RENT DEPOSITS	300.00
297-000-255.300	ENDOWMENTS	0.00
297-000-255.400	DESIGNATED FUNDS	0.00
297-000-257.000	ACCRUED WAGES PAYABLE	1,771.95
297-000-258.000	ACCRUED TAXES PAYABLE	135.55
297-000-258.100	FEDERAL INCOME TAX	0.00
297-000-258.200	SOCIAL SECURITY	0.00
297-000-258.300	STATE INCOME TAXES	0.00
297-000-339.000	DEFERRED REVENUE	0.00
	Total Liabilities	21,636.24
*** Fund Balance ***		
297-000-320.000	LOANS PAYABLE	0.00
297-000-338.000	ENCUMBRANCES	0.00
297-000-365.000	FUND BALANCE RESERVED FOR ENCUMBRANCE!	0.00
297-000-366.000	RESTRICTED FUND BALANCE	73,756.11
297-000-368.000	ASSIGNED FUND BALANCE	0.00
297-000-390.000	FUND BALANCE	0.00
297-000-393.100	APPROPRIATION CONTROL	0.00
297-000-393.200	ESTIMATED REVENUE CONTROL	0.00
297-000-393.300	BUDGETARY CONTROL	0.00
297-000-393.400	REVENUE CONTROL	0.00
297-000-393.500	EXPENDITURE CONTROL	0.00
	Total Fund Balance	73,756.11
	Beginning Fund Balance	73,756.11
	Net of Revenues VS Expenditures	(222.64)
	Ending Fund Balance	73,533.47
	Total Liabilities And Fund Balance	95,169.71

05/08/2018

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 04/01/2018 - 04/30/2018

Check Date	Bank	Check	App Vendor	Vendor Name	Description	Amount
Bank 10 OWOSSO HISTORICAL FUND						
04/02/2018	10	5066	AP 01253	AMERICAN SPEEDY PRINTING	HOME SHOW FLYERS (500)	79.00
04/02/2018	10	5067	AP 03649	DAYSTARR COMMUNICATIONS	APRIL 2018-GOULD HOUSE INTERNET SERVICE	127.24
04/02/2018	10	5068	AP 05710	STAPLES ADVANTAGE	FOLDERS	4.14
04/12/2018	10	5069	AP 06674	CONSUMERS ENERGY	515 N WASHINGTON ST	343.95
04/12/2018	10	5070	AP 38695	OWOSSO-WATER FUND	WATER/SEWER-226 CURWOOD CASTLE DR	215.82
04/30/2018	10	5071	AP 06674	CONSUMERS ENERGY	224 CURWOOD CASTLE DR-3/8/18-4/8/18	306.94
04/30/2018	10	5072	AP 03649	DAYSTARR COMMUNICATIONS	MAY 2017-CASTLE PHONE AND INTERNET	127.26
04/30/2018	10	5073	AP 01159	ROBERT V DORAN-BROCKWAY	TWO VINTAGE SUITCASES	292.36
04/30/2018	10	5074	AP 01617	GNOSIS MARKETING	WEBSITE DEVELOPMENT-FINISH OHC WEBSITE	1,250.00
04/30/2018	10	5075	AP 22109	INDEPENDENT NEWSPAPERS	VISITORS GUIDE	364.00
04/30/2018	10	5076	AP 05640	SHANNON MAGINITY	GOULD HOUSE TEA-HOME TOUR-NOT PAID BY TA	125.00
04/30/2018	10	5077	AP 38631	OWOSSO FARMER'S MARKET	2017 HOLIDAY FUNDRAISER	400.00 V
04/30/2018	10	5078	AP 02229	SPECIALTY SALVAGE LLC	GOULD HOUSE TRASH	41.97
Total of 13 Checks:						3,677.68
Less 1 Void Checks:						400.00
Total of 12 Disbursements:						3,277.68

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
April 9, 2018, 7:00 PM Curwood Castle



CALL TO ORDER:

PRESENT: Commissioner Carol Vaughn, Chair; Commissioner Karen Marumoto, Vice Chair; Commissioner Dave Acton; Commissioner Sara Adams; Commissioner Robert Brockway, Commissioner Carolyn Ebert; Commissioner Deb Gilbert; Commissioner Heather Jacobs; Commissioner Anne Ludington, Robert Doran, Director

ABSENT: Commissioner Elaine Greenway

APPROVAL OF AGENDA: Commissioner Dave Acton moved to approve the agenda, seconded by Vice Chair Karen Marumoto. Ayes all. Motion Carried

CONSENT AGENDA: Vice Chair Karen Marumoto moved to approve the consent agenda, seconded by Commissioner Robert Brockway. Ayes all. Motion Carried

Revenues and Expenditures, Curwood Castle Dashboard Report, Curwood Castle Admissions and Financials, Curwood Castle Gift Shop Sales, OHC Balance Sheet, OHC Check Register; March 12 Minutes

CITIZEN COMMENTS: No citizen's comments

COMMUNICATIONS: No Communications

OLD BUSINESS:

- Vice Chair nomination and vote: Commissioner Sara Adams moved to nominate Karen Marumoto as Vice Chair, seconded by Commissioner Annie Ludington. Ayes all. Motion Carried.
- Review Board Agenda 12 Month Planning Guide: The 12 month Board Agenda planning guide was reviewed. The board is on track with our strategic board goals and initiatives.
- 501(c)3 status: Chair Carol Vaughn applied for our and received our EIN number (Employer Identification Number) from the IRS. The next step is to continue to develop the articles and incorporation and by-laws, and simultaneously apply for our 501(c)3 status from the IRS.
- 2018 Calendar of event – updates: Director Doran updated the board on our upcoming spring/summer/fall events.
- Docent Training update: The packets for the Docent Training sessions on May 6 & 7 have been completed and as of now we have approximately 20 docents signed up.

- Bus Tour grant update: **The grant from the CVB of \$2,000 has been approved and Robert Doran from OHC, Piper Brewer from SAC, Mary Warner Stone from DUSY and Kim Springsdorf from SRI will all participate starting the process of actively seeing out bus tours. Process will begin in mid-May.**
- Curwood Castle Park Map: **Director Doran shared the new Curwood Castle Park map with the board. The map is currently on the web site under “visit us”**
- Review City Budget VS Proposed Castle City Museum Budget: **Chair Carol Vaughn shared the new financial reports compared to the reports currently supplied by the city. Starting in June we will be presenting the board with both financials through the transition to the 501(c)3.**
- Review updated Key Measurable/Dashboard Reports: **Chair Carol Vaughn created a Dashboard report for 10 of our key measureables. This document will be further refined by the outcome of our strategic plan.**
- Strategic Plan Update: **Dave Vaughn will continue to work on finalizing a first version of our strategic plan which he will present our next board meeting.**

NEW BUSINESS:

- Committee Reports – Strategic Planning Activities for 2018
 - **A summary of committee reports and regularly scheduled meetings given by committee chairs.**
 - Finance – next meeting date April 26
 - Governance – next meeting date April 10
 - Philanthropy, Giving & Membership
 - Exhibitions & Education – April 11
 - Facilities
 - Marketing, Advertising & Social Media
 - Archiving & Acquisitions
 - Volunteers
- IT Update - G Suite: **Director Doran gave an update on G Suite and the implementation of communicating through Gmail folders.**
- Power thought of the day

CITIZEN COMMENTS:

ADJOURN:

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
MAY 2, 2018 AT 7:31 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Vice-Chairman Bill Gilbert at 7:31 a.m.

ROLL CALL: Was taken by Recording Secretary, Marty Stinson.

MEMBERS PRESENT: Vice-Chairman Bill Gilbert, Authority Members Kenn Cushman, Mayor Chris Eveleth, Jon Moore, Lance Omer (arrived 7:34 a.m.), Theresa Trecha (arrived 7:33 a.m.), Kevin Wiles (arrived 7:37 a.m.), and Jim Woodworth.

MEMBERS ABSENT: Chairman Dave Acton.

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

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO APPROVE THE AGENDA FOR MAY 2, 2018 AS PRESENTED,

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER EVELETH TO APPROVE THE MINUTES OF APRIL 4, 2018, AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: None

Authority Member Trecha arrived 7:33 a.m.

Authority Member Omer arrived 7:34 a.m.

ITEMS OF BUSINESS:

1) CHECK REGISTER

(SEE BOARD PACKET FOR CHECK REGISTER)

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

AYES ALL. MOTION CARRIED.

2) BUDGET REPORT

(SEE BOARD PACKET FOR BUDGET)

Josh Adams, Main Street Manager, reported that things are setting pretty well right now. Next month, the budget will need formal approval.

3) WORK PLAN APPROVAL

Authority Member Wiles arrived 7:37 a.m.

As of 4/29/18 there are 7 WPs that are in the "Work Plan Parking-Lot" meaning that they are waiting for a Work Plan Leader. They are:

Ask Owosso

Downtown Workshops

Downtown Business Videos

Downtown Discussions

Open Streets Owosso

Volunteer Program

Fundraising Program

These are ready for start-up

There are also 4 WPs that do have Work Plan Leaders, but the Work Plans are not completed yet. These WPs will be presented to the board at next month's meeting. They are:

Historic Design Booklet

Way-Finding Sub-Committee

Street-scape Sub-Committee

Volunteer Party

Discussion on refining Work Plans; including data history on events with work plans to track success.

IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE WORK PLANS AS PRESENTED.

AYES ALL. MOTION CARRIED.

4) FAÇADE GRANT UPDATE

Mr. Adams referred the Board to the timeline submitted to them.

COMMITTEE UPDATES:

1) Design & Business Vitality

Vice-Chairman Gilbert reported that it was a good meeting and people are stepping up with new people also included. He also reported that the Chairman's Committee met and they focused on strategies. It was noted that Mr. Adams and Board Member Omer did some general clean-up on Exchange Street. Mr. Loran-Brockway noted that "Girls Count" cleaned around the Curwood Castle Park.

2) Promotion & Outreach

Mr. Adams noted that this group focused on the work plans, planning sessions, and brainstorming.

3) Business Owners Committee

This group met at the Fortune House. Attendance varies from 10 to 35 with good response.

4) Manager Updates

Mr. Adams had a new report this month. He discussed the Art Grant progress. Flowers, trees, Exchange Street; the handicap kayak launch on the river which will cost about \$34,000; presented by the Friends of the River by the Armory. It will involve a grant application.

Ms. Peltier commented that the Farmers' Market starts this Saturday. There are more vendors this year than ever before. Discussed road closure meetings regarding Washington Street.

BOARD CONTINUING EDUCATION/INFORMATION

This item was tabled until next month's meeting.

PUBLIC COMMENTS:

Mr. Doran-Brockway thanked Mr. Woodworth for the two antique chandeliers at the Gould House.

BOARD COMMENTS:

Mayor Eveleth thanked those who were reappointed to the board. At 9 a.m. on Saturday, there will be the ringing of the Fire Department bell at the new public area in front of the Armory to officially start the market. Mr. Adams commented that the public rest rooms at the armory are ready. There will be auto locks at certain hours.

ADJOURNMENT:

IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO ADJOURN AT 8:17 A.M.

AYES: ALL. MOTION CARRIED.

Bill Gilbert, Vice-Chairman

mms