

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MAY 06, 2019
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 APRIL 15, 2019:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. Buddy Poppy Sale Kickoff. The 2019 Poppy Queen will sell the ceremonial first Buddy Poppy to Mayor Christopher Eveleth marking the start of the annual Buddy Poppy Sale in Owosso.
2. Bennett Field Honors. A proclamation of the Mayor's Office honoring the hard work and long-time dedication of those caring for Bennett Field and its users.

PUBLIC HEARINGS

1. Ordinance Amendment – Chapter 19, Offenses. Conduct a public hearing for the purpose of receiving citizen comment on the proposed amendment to Chapter 19, Offenses, Article VI, *Offenses against public morals*, Sections 19-110(4) and 19-111 to prohibit the consumption of marijuana in public places and update the ordinance to reflect changes in State law.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

1. Project Status Report (this item will be distributed at the meeting)

CONSENT AGENDA

1. Special Assessment Resolution No. 1 for North Street. Identify the 2020 Street Program Special Assessment District for North Street from Hickory Street to Gould Street and direct the City Manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements.
2. Public Hearing for Steam Railroad Institute MDOT Grant Application. Consider setting a public hearing for May 20, 2019 for the SRI's MDOT TAP grant application for the 175 steam locomotive rebuild project.
3. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Michael Bruff	Zoning Board of Appeals Alternate	06-30-2021
Robert Teich	Zoning Board of Appeals Alternate	06-30-2019

4. Fee Schedule Amendment One. Consider approving Amendment One to the Service Fee Schedule to reflect the Professional Services Agreement between City of Owosso, Michigan and SAFEbuilt Michigan, LLC.
5. Purchase Authorization - Emergency Standby Generator. Authorization to purchase one diesel powered 800kW Standby Generator System and one 2000kVA Transformer from Consumers Energy for use at the Wastewater Treatment Facility.
6. Facade Grant Construction Contract Extension with First Contracting. Consider the extension of the Construction Contract with First Contracting, Inc. from July 15, 2019 to August 9, 2019.
7. Facade Grant Architectural Services Increase. Consider the contractual increase of \$4,980 in architectural services for H2A architects.
8. Warrant No. 568. Authorize Warrant No. 568 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation insurance – 1 of 4 for FY 19/20	Various	\$27,947.00

9. Check Register – April 2019. Affirm check disbursements totaling \$1,225,801.66 for April 2019.

ITEMS OF BUSINESS

1. Professional Services Agreement - Planning Consultant. Consider approving a professional services agreement with CIB Planning, Inc. for the provision of planning and zoning services.
2. Fee Schedule Amendments. Consider adoption of the new Fee Schedule effective May 6, 2019.
3. Closed Session. Consider holding Closed Session after the last session of Citizen Comments and Questions for the purpose of considering the City Manager's performance evaluation (at the request of the employee).

COMMUNICATIONS

1. Downtown Development Authority/Main Street. Minutes of April 3, 2019.
2. Parks & Recreation Commission. Minutes of April 3, 2019.
3. Planning Commission. Minutes of April 22, 2019.
4. WWTP Review Board. Minutes of April 23, 2019.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, May 20, 2019 – Regular meeting

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022

Historical Commission – 2 terms expire December 31, 2021

Parks & Recreation Commission – term expires June 30, 2019

Planning Commission – term expires June 30, 2019

Zoning Board of Appeals - Alternate – 2 terms expire 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 APRIL 15, 2019
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: PASTOR GARY BEAL
CHURCH OF JUBILEE

PLEDGE OF ALLEGIANCE: TOM MANKE
EDITOR- FACEBOOK.COM/FRIENDSANDNEIGHBORSOWOSSO

PRESENT: Mayor Christopher T. Eveleth, Councilmembers Loreen F. Bailey, Janae L. Fear, Jerome C. Haber, Daniel A. Law, and Nicholas L. Pidek.

ABSENT: Mayor Pro-Tem Susan J. Osika.

APPROVE AGENDA

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

CONSENT AGENDA

7. Downtown Owosso Farmers' Market. Consider request from Tracy Peltier- Market Master of the Downtown Owosso Farmers' Market to close Exchange Street from Water Street to Washington Street and Water and Ball Streets from Main Street to Mason Street every Saturday from May 4, 2019 to October 26, 2019 from 5:00 a.m. until 2:00 p.m., and approve Traffic Control Order No. 1414 formalizing the request.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 1, 2019

Motion by Councilmember Haber to approve the Minutes of the Regular Meeting of April 1, 2019 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Special Assessment District No. 2019-10 – Ryan Street

Prior to conducting the public hearing City Manager Nathan R. Henne gave a presentation detailing how streets are chosen for maintenance work, how assessments are calculated, and he spoke about the particulars of the Ryan Street project.

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2019-10 for Ryan Street, from Chipman Street to Cedar Street for reconstruction.

The following people commented in regard to the proposed special assessment roll:

Tom Manke, editor- Facebook.com/friendsandneighborsowosso, inquired whether the new street will last as long as the old one.

Brian Suggs, 1012 Ryan Street, asked who is doing the construction and what recourse residents have if the project doesn't hold up.

City Manager Henne indicated that he hoped the street holds up for 40 years, but a more realistic time frame would be 20. He also noted that Crawford Contracting will be doing the work.

Public Services Director Glenn M. Chinavare stepped to the podium to explain that the City usually has one year from the completion of construction to make a claim against a construction firm. This short time frame is the reason why the construction work is conducted under very strict rules that include sampling and testing to verify the quality of the materials and the work being performed. He also reminded folks that any street that lasts for 40 years will have received numerous maintenance treatments over that time period in order to have any chance of holding up.

Mayor Eveleth noted that if the City hears about issues after a project is completed they try to get things fixed as soon as possible.

There were no citizen comments on this subject received prior to the meeting.

Motion by Councilmember Bailey to approve the following resolution:

RESOLUTION NO. 60-2019
RYAN STREET
FROM CHIPMAN STREET TO CEDAR 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:

RYAN STREET FROM CHIPMAN STREET TO CEDAR STREET
STREET RECONSTRUCTION

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 \$98,247.79 is hereby confirmed and shall be known as Special Assessment Roll No. 2019-10.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2019, 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, 2019.

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, 2019 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 Fear.

Roll Call Vote.

AYES: Councilmembers Pidek, Law, Fear, Bailey, Haber, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

Special Assessment District No. 2019-11 – Seventh Street

Prior to the hearing City Manager Henne briefly detailed the work proposed for Seventh Street.

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2019-11 for Seventh Street, from Oliver Street to King Street for street resurfacing.

The following people commented in regard to the proposed special assessment roll:

Ellen Rodman, 635 Seventh Street, said she is a new resident to the City and doesn't dispute the fact the road needs to be fixed, but this special assessment will create a hardship for her. She wanted to know if she was eligible for the corner lot discount and why the interest rate was set so high (6%). She said she was unaware of the pending special assessment when she purchased her home and was hoping the City would be willing to work with her. (Ms. Rodman also commented via telephone and email prior to the meeting.)

David Vreibel, 613 Seventh Street, noted that when Oliver Street was repaved the increase in elevation caused storm water to drain all the way down Seventh Street with a good deal of it settling in his yard. He asked that the problem be corrected as a part of this project.

The following comment was received prior to the meeting:

Mary Ann Kitchen, 616 Seventh Street, via telephone, spoke with the Clerk's Office and the Treasurer's Office personnel and was confused as to how long the term of the special assessment will be and is concerned about how she will afford the cost.

Mayor Eveleth indicated that the interest rate is actually 1% over the bond rate, which is currently around 2.4%.

Public Services Director Chinavare indicated he would speak to Ms. Rodman and Mr. Vreibel about their situations.

Councilmember Pidek said he noticed that several people have been surprised by their tax bill right after they purchase a house and wondered if there was something they could do about it. He asked if the City could communicate with local realtors about these types of things.

There was discussion regarding the fact that some realtors note pending special assessments in their advertising while others do not, communicating with realtors about pending street projects, and giving realtors the list of streets proposed for maintenance over the next few years. It was suggested the City reach out to the county realtors' association with the information.

Motion by Councilmember Bailey to approve the following resolution:

RESOLUTION NO. 61-2019
SEVENTH STREET
FROM OLIVER STREET TO KING 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:

SEVENTH STREET FROM OLIVER STREET TO KING STREET
STREET REHABILITATION

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 \$46,853.01 is hereby confirmed and shall be known as Special Assessment Roll No. 2019-11.
2. Said special assessment roll shall be divided into ten installments, the first of which shall be due and payable on September 1, 2019, 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, 2019.
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, 2019 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 Law.

Roll Call Vote.

AYES: Councilmembers Haber, Law, Fear, Pidek, Bailey, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

MDEQ Drinking Water Revolving Fund Project Submittal

Public Services Director Chinavare indicated that tonight he would be looking for approval of the project plan that will be submitted to the State of Michigan DEQ to try to secure assistance with funding for the projects. The action tonight does not represent approval of the project itself or any actual expenditures, it is simply approval to seek options for low cost funding.

Mr. Chinavare went on to note that a sign-in sheet will be circulated per State regulations and he asked that all those present sign the sheet. Any questions brought forward this evening, and any written questions received by Wednesday, will be answered in writing within a few days.

OHM Engineer Matt Kennedy gave a presentation detailing the funding that could be received, the project plan and how it was derived. The proposed plan is estimated to cost \$15 million and would increase bills approximately \$23 per quarter.

A public hearing was conducted to receive citizen comment regarding the project plan proposed for submission to the MDEQ Drinking Water Revolving Fund for improvements to City's water distribution, storage, & treatment facilities. The following people commented in regard to the proposed project:

Dan McMaster, 522 N. Saginaw Street, sought clarification on the amount by which utility bills would increase.

Tom Manke, editor- Facebook.com/friendsandneighborsowosso, asked if all of the lead in the water system would be removed after the project is completed.

Diane Krajcovic, Owosso Charter Township Trustee, inquired whether the \$23 increase in utility bills would result in a \$46 increase for those in the township.

Gary Burk, retired City Utilities Director, responded to Ms. Krajcovic's question saying that the replacement of watermains within the City is the responsibility of the City. He went on to say that he lent his support for the application, the work is needed and he wants to see the project plan proceed. Many of the needs addressed by the proposed project plan were identified a long time ago but the City does not have the revenues to support a project of this size and scope, making the Drinking Water Revolving Fund a very attractive option for funding.

No other members of the public expressed an interest in commenting and the public hearing was closed.

Public Services Director Chinavare addressed Mr. Manke's question noting that the project would deal with some of the lead in the system but that the work would not be targeting lead specifically.

There was discussion among Councilmembers and staff regarding: the pressure residents will feel with a significant increase in water/sewer rates; the possibility of deferring the cost; making sure the City accomplishes as many watermain replacements as possible in a pay-as-you-go fashion to avoid rate increases; strategically picking and choosing certain parts of the plan to implement; and providing as many options to Council as possible.

There was further discussion regarding: the number of watermain breaks each year; the average cost of a watermain break; making the choice to repave a street without replacing the watermain; the life expectancy of different water system materials; trying to determine how this piece meshes with last years' plans; and securing another funding option to consider when determining how to accomplish these projects.

Motion by Councilmember Bailey to approve the proposed project plan and designate an authorized signer as detailed below:

RESOLUTION NO. 62-2019

**ADOPTING A FINAL PROJECT PLAN
FOR WATER SYSTEM IMPROVEMENTS AND
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Owosso recognizes the need to make improvements to its existing water treatment and distribution system; and

WHEREAS, the City of Owosso authorized OHM Advisors to prepare a Project Plan, which recommends the construction of distribution, treatment, and storage upgrades as well as development of a new well field; and

WHEREAS, said Project Plan was presented at a Public Hearing held on April 15, 2019 and all public comments have been considered and addressed;

NOW THEREFORE BE IT RESOLVED, that the City of Owosso formally adopts said Project Plan and agrees to implement the selected alternative #1.

BE IT FURTHER RESOLVED, that the Director of Public Services, a position currently held by Glenn Chinavare, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Haber, Fear, Law, Pidek, Bailey, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

Ordinance Amendment – Chapter 7, Bed & Breakfast Operations

A public hearing was conducted to receive citizen comment on the proposed amendments to several sections in Chapter 7, Bed and Breakfast Operations, Article I, In General, updating the regulations for the operation of bed and breakfast businesses.

The following person commented in regard to the proposed amendment:

Michelle Tottingham, 1203 N. Hintz Road, said she would like to open a B&B in the old Hoddy house and this amendment will allow her to do that but would not require her to live on the premises. She also said she hopes that she will be allowed to have at least 6 rooms available for rent.

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

ORDINANCE NO. 797

**AMENDING VARIOUS SECTIONS OF
CHAPTER 7, BED AND BREAKFAST OPERATIONS,
OF THE CODE OF THE CITY OF OWOSSO
UPDATING REGULATIONS FOR BED AND BREAKFAST OPERATIONS**

WHEREAS, Chapter 7, Bed and Breakfast Operations, of the Code of the City of Owosso establishes rules and regulations for the operation of bed & breakfast businesses; and

WHEREAS, the State of Michigan has updated its law regulating Bed and Breakfast Operations in 1996; and

WHEREAS, Chapter 7 was last updated in 1984; and

WHEREAS, City Staff recommends adoption of the following amendments to the Bed and Breakfast Operations ordinance; and

WHEREAS, the City Council held a public hearing on April 15, 2019, heard all interested persons, and deliberated on the requested amendment.

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

SECTION 1. AMENDMENT. That Section 7-5, Minimum specifications, of Chapter 7, Bed and Breakfast Operations, Article I, *In General*, of the Code of Ordinances is hereby amended to read:

Sec. 7-5. - Minimum specifications.

No premises shall be utilized for a bed and breakfast operation unless there are at least two (2) exits to the outdoors from such premises. Rooms utilized for sleeping shall have a minimum size as required by the (MRC) Michigan Residential Building Code, Section R-304 Minimum Room Areas Subsection R-304.1 through R-305.1 of the (MRC) Michigan Residential Building Code. Each sleeping room used for the bed and breakfast operation shall have a separate smoke detector alarm. Lavatories and bathing facilities shall be available to all persons using any bed and breakfast operation.

SECTION 2. AMENDMENT. That Sections 7-8 and 7-9 of Chapter 7, Bed and Breakfast Operations, Article I, *In General*, of the Code of Ordinances are hereby amended to read:

Sec. 7-8. - Residence of innkeeper and/or owner.

The dwelling unit in which the bed and breakfast operation takes place shall be the principle residence of the innkeeper and/or owner. The innkeeper and/or owner shall live on the premises while the bed and breakfast operation is active.

Sec. 7-9. - Residential status of structure.

The structure utilized in a bed and breakfast operation shall remain a residential structure.

SECTION 3. AMENDMENT. That Section 7-13, Maximum space to be used in operation, of Chapter 7, Bed and Breakfast Operations, Article I, *In General*, of the Code of Ordinances is hereby amended to read:

Sec. 7-13. Floor Plan.

The bed and breakfast floor plan shall be in full compliance with the (MRC) Michigan Residential Building current edition.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective May 6, 2019.

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

Motion supported by Councilmember Pidek.

AYES: Councilmembers Pidek, Fear, Bailey, Haber, Law, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

CITIZEN COMMENTS AND QUESTIONS

Shiawassee County Clerk Caroline Wilson handed out updated County Directories and detailed recent events at the County level including All-Service Saturday and contracting with a new service provider for credit card transactions. She also highlighted the Real ID Act, letting people know of the extra documentation now required when renewing a driver license or personal ID card. Lastly, she spoke as a citizen of the City saying she is tired of being hassled by loose dogs when she is walking and asking that people keep their dogs on a leash as required.

Tom Manke, editor- Facebook.com/friendsandneighborsowosso, inquired why the pavement on South Washington Street had deteriorated so badly within one year of construction and why there wasn't a one-year warranty on the project.

David Loxen, 1118 Palmer Avenue, expressed concern that the boot placed over the end of an unused sewer line in his front yard will be disturbed by the resurfacing of the street. He asked that someone take a look at the situation.

Brian Suggs, 1012 Ryan Street, inquired whether the interest rate for the special assessment on Ryan Street is 6% or 3%. He also noted his surprise that the water mains on his street are not being replaced as a part of the reconstruction project.

Eddie Urban, 601 Glenwood Avenue, said the County will be holding a lawyers day in the coming weeks and he mentioned that the local VA puts out a nice newsletter for veterans.

Utilities Director Chinavare agreed to look into Mr. Loxen's issue.

Mayor Eveleth thanked the County Clerk and the City Clerk for their work. He went on to mention that last weekend he had hosted a delegation from a Chinese company that may choose to produce their product here in Owosso.

In response to Mr. Suggs comments the Mayor noted that the watermain on Ryan Street is not being replaced because there were not enough funds to do it.

The meeting recessed at 9:00 p.m.

The meeting resumed at 9:08 p.m.

CITY MANAGER REPORT

City Manager Henne briefly detailed the latest project status report.

CONSENT AGENDA

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

First Reading & Set Public Hearing – Ordinance Amendment – Chapter 19, Offenses. Conduct first reading and set a public hearing for Monday, May 6, 2019 for the purpose of receiving citizen comment on the proposed amendment to Chapter 19, Offenses, Article VI, *Offenses against public morals*, Sections 19-110(4) and 19-111 to prohibit the consumption of marijuana in public places and update the ordinance to reflect changes in State law as follows:

RESOLUTION NO. 63-2019

SETTING A PUBLIC HEARING TO CONSIDER AMENDMENTS TO SECTIONS 19-110(4) & 19-111 OF CHAPTER 19, NUISANCES, OF THE OWOSSO CITY CODE REGARDING POSSESSION AND CONSUMPTION OF MARIHUANA AND POSSESSION OF MARIHUANA RELATED PARAPHERNALIA

WHEREAS, Chapter 19, Nuisances, of the Code of Ordinances of the City of Owosso prohibits the possession of marihuana and marihuana related paraphernalia; and

WHEREAS, the laws of the State of Michigan have changed as the result of a citizen initiated effort to legalize the use of recreational marihuana; and

WHEREAS, Chapter 19, Nuisances, of the Code of Ordinances of the City of Owosso must be amended to reflect the changes in State law; and

WHEREAS, the City Council must hold a public hearing to hear all interested persons regarding any and all proposed ordinance amendments.

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

SECTION 1. REPEAL. That Section 19-110(4), *Drug paraphernalia – Marijuana or hashish pipe*, shall be repealed as follows:

Sec. 19-110. - Drug paraphernalia.

(a) *Definitions.* The following words and phrases, when used in this section, shall, for the purpose of this section, have the meanings respectively ascribed to them:

- (1) *Cocaine spoon:* A spoon with a bowl so small that the primary use for which it is reasonably adopted or designed, is to hold or administer cocaine, and which is so small as to be unsuited for the typical lawful uses of a spoon.
- (2) *Controlled substance:* Any drug, substance, or immediate precursor designated as a schedule 1-5 substance in Article 7, Controlled Substances, Act 368 of the Public Acts of Michigan of 1978 (MCL 333.7101 et seq., MSA 14.15 (7101) et seq.), as amended, (commonly known as the Public Health Code).
- (3) *Drug paraphernalia:* All equipment, products, and materials of any kind which are used, adapted for use, or designed for use, in planting, manufacturing, compounding, producing, testing, containing, concealing, injecting, or otherwise introducing into the human body a controlled substance in violation of the public health code of the state.
- ~~(4) *Marijuana or hashish pipe:* A pipe characterized by a bowl which is so small that the primary use for which it is reasonably adapted or designed is the smoking of marijuana or hashish, rather than lawful smoking tobacco, and which may or may not be equipped with a screen.~~

- (b) *Sale, display, possession prohibited.* It shall be unlawful for any person to sell, offer for sale, display, furnish, supply, possess, give away or advertise any drug paraphernalia which is primarily adapted or designed for the administration or use of any controlled substance.
- (c) *Licensed persons; exemptions.* This section shall not apply to a person licensed by the state board of pharmacy (administrator) pursuant to the public health code. Such person may possess, manufacture, distribute, prescribe, dispense, or conduct research with controlled substances to the extent authorized by its license. The following persons need not be licensed and may lawfully possess controlled substances under this section:
 - (1) An agent or employee of a licensed manufacturer while acting in the ordinary course of employment.
 - (2) Common or contract carrier or warehousemen, or employee thereof while possessing in ordinary course of employment.
 - (3) Persons suffering from diabetes, asthma, or any other medical condition requiring self injection or pursuant to a lawful order of a practitioner.
 - (4) An officer or employee of a federal, state, political subdivision or agency of this state who is engaged in the enforcement of state or local laws relating to controlled substances and who is authorized to possess controlled substances in the course of that person's official duties.

SECTION 2. REPEAL. That Section 19-111, *Possession and use of marijuana*, of Chapter 19, Nuisances, of the Code of Ordinances is hereby repealed in its entirety:

~~Sec. 19-111. - Possession and use of marijuana.~~

- ~~(a) *Definitions.* As used in this section, "marijuana" means all parts of the plant Cannabis Sativa L., growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound manufacture, sale, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.~~
- ~~(b) *Possession or control.* No person shall possess or control marijuana within the city unless such possession or control is pursuant to a license or prescription, or otherwise allowed under Act 368 of the Public Acts of 1978, as amended.~~
- ~~(c) *Use of marijuana.* No person shall use marijuana within the city unless such use is pursuant to a license or prescription, or otherwise allowed under Act 368 of the Public Acts of 1978, as amended.~~
- ~~(d) *Penalties.* Anyone violating this section or any subsection, paragraph, clause or part hereof, is guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00), or by imprisonment in the county jail for a period of not more than ninety (90) days, or by both such fine and imprisonment in the discretion of a court of competent jurisdiction.~~

SECTION 3. REPLACE. That Section 19-111, *Possession and use of marihuana*, of Chapter 19, Nuisances, of the Code of Ordinances is hereby replaced to read as follows:

Sec. 19-111. - Possession and use of marihuana.

- (a) A person shall not:
 - (1) Possess, use, or deliver any controlled substance or a controlled substance analogue listed in Section 7212(d)(1) of the Public Health Code, or a prescription form, except as otherwise permitted by law or this section;
 - (2) Transfer marihuana or marihuana accessories to a person under the age of 21;

- (3) If under the age of 21, possess, consume, purchase or otherwise obtain, cultivate, process, transport, or sell marihuana;
- (4) Separate plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure;
- (5) Consume marihuana, marihuana infused products or marihuana concentrates in public places, including but not limited to public streets, alleys, sidewalks, parks, buildings and publicly owned property;
- (6) Cultivate marihuana plants if the plants are visible from a public place without the use of binoculars, aircraft, or other optical aids or outside of an enclosed area equipped with locks or other functioning security devices that restrict access to the area;
- (7) Consume marihuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat;
- (8) Smoke marihuana within the passenger area of a vehicle upon a public way;
- (9) Smoke marihuana where prohibited by the person who owns, occupies, or manages the property;
- (10) Possess or consume marihuana on the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, in a school bus, or on the grounds of any public or private school athletic event;

For a violation of subsection (10) by a person under the age of 17, the person shall be responsible for a municipal civil infraction punishable by a fine of \$100 and shall complete a drug awareness program approved by the police department.

- (11) Possess more than 2.5 ounces of marihuana within a person's place of residence unless the excess marihuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area.
- (b) The following acts by a person 21 years of age or older are not unlawful, are not an offense, are not grounds for seizing or forfeiting property, are not grounds for arrest, prosecution, or penalty in any manner, are not grounds for search or inspection, and are not grounds to deny any other right or privilege:
- (1) Except as permitted by subsection (2), possessing, using or consuming, internally possessing, purchasing, transporting, or processing 2.5 ounces or less of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate;
 - (2) Within the person's residence, possessing, storing, and processing not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises and cultivating not more than 12 marihuana plants for personal use, provided that if more than 12 marihuana plants are possessed, cultivated, or processed on the premises at once, the person shall be guilty of a misdemeanor punishable as provided in [Section 1-8](#) of the City Code and by forfeiture of the plants;
 - (3) Assisting another person who is 21 years of age or older in any of the acts described in this subsection; and
 - (4) Giving away or otherwise transferring without remuneration up to 2.5 ounces of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate, to a person 21 years of age or older, as long as the transfer is not advertised or promoted to the public, provided that a transfer for remuneration of any kind, overt or inferred, and a transfer that exceeds the limits set forth here or which is advertised or promoted to the public shall constitute a misdemeanor punishable as provided in [Section 1-8](#) of the City Code and by forfeiture of the marihuana.

- (c) Except for a person who engaged in conduct described in subsections (a)(2), (3), (4), (7), (8), (10), or as otherwise provided in the Act, a person who possesses, cultivates, delivers without receiving any

remuneration to a person who is at least 21 years of age, or possesses with intent to deliver not more than the amount of marihuana allowed by subsection (b) is responsible for a municipal civil infraction and may be punished by a fine of not more than \$100 and forfeiture of the marihuana.

- (d) Except for a person who engaged in conduct described in subsection (a), or as otherwise provided in the Act, a person who possesses, cultivates, delivers without receiving any remuneration to a person who is at least 21 years of age, or possesses with intent to deliver not more than twice the amount of marihuana allowed by subsection (b):
 - (1) For a first violation, is responsible for a municipal civil infraction punishable by a fine of \$100 and forfeiture of the marihuana.
 - (2) For a second violation, is responsible for a municipal civil infraction punishable by a fine of \$250 and forfeiture of the marihuana.
 - (3) For a third or subsequent violation, is guilty of a misdemeanor punishable by a fine of up to \$500 and forfeiture of the marihuana.
- (e) Except for a person who engaged in conduct described by subsections (a)(3), (6), (7), or as otherwise provided in the Act, a person under 21 years of age who possesses not more than 2.5 ounces of marihuana or who cultivates not more than 12 marihuana plants:
 - (1) For a first violation, is responsible for a municipal civil infraction punishable as follows:
 - (i) If the person is less than 18 years of age, by a fine of \$100 or community service, forfeiture of the marihuana, and completion of 4 hours of drug education or counseling.
 - (ii) If the person is at least 18 years of age, by a fine of \$100 and forfeiture of the marihuana.
 - (2) For a second violation, is responsible for a municipal civil infraction punishable as follows:
 - (i) If the person is less than 18 years of age, by a fine of \$500 or community service, forfeiture of the marihuana, and completion of 8 hours of drug education or counseling.
 - (ii) If the person is at least 18 years of age, by a fine of \$500 and forfeiture of the marihuana.
 - (3) For a third or subsequent violation committed by a person less than 18 years of age, is responsible for a municipal civil infraction punishable by a fine of \$1,000 and community service, forfeiture of the marihuana, and completion of 16 hours of drug education or counseling. For a third or subsequent violation committed by a person at least 18 years of age, is guilty of a misdemeanor punishable as set forth in § [1-10](#) of the City Code, community service, forfeiture of the marihuana, and completion of drug education or counseling ordered by the court.
- (f) Except for a person who engaged in conduct described by subsection (a), or as otherwise provided in the Act, a person who possesses, cultivates, or delivers without receiving any remuneration to a person who is at least 21 years of age more than twice the amount of marihuana allowed by subsection (b) shall be guilty of a misdemeanor punishable as follows:
 - (1) A fine up to \$500 if the violation was not habitual, willful, and for a commercial purpose, and the violation did not involve violence.
 - (2) A fine up to \$500 and up to 90 days in jail if the violation was habitual, willful, and for a commercial purpose, or if the violation involved violence.

SECTION 4. PUBLIC HEARING. A public hearing is set for Monday, May 6, 2019 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendments.

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

SECTION 6. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Steven Teich	Downtown Historic District Commission	06-30-2021

Change to Street Lighting Contract – Change-over to LED. Authorize amendment to the Street Light Contract with Consumers Energy to reflect the replacement of burned out high pressure sodium cobrahead streetlights with new LED bulbs, removal of said lights from the current street lighting contract, inclusion of said lights on a new contract solely for LED fixtures, and authorize the Mayor and City Clerk to execute appropriate documents as follows:

RESOLUTION NO. 64-2019

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Owosso, dated 10/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated April 15, 2019 heretofore submitted to and considered by this council; and

RESOLVED, further, that the Mayor and Clerk be and are authorized to execute such authorization for change on the behalf of the City.

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	100	HPS	Cobra head		Remove	1435 Olmstead St, Owosso
1	100	HPS	Cobra head		Remove	Farr, Owosso- standing order not attached (light is on the s side of Farr, e/o 705 Lincoln)
1	100	HPS	Cobrahead		Remove	901 E King St, Owosso
1	100	HPS	Cobrahead		Remove	115 Goodhue St, Owosso
1	100	HPS	Cobrahead		Remove	123 Elliot St
1	100	HPS	Cobrahead		Remove	765 Center St, Owosso
1	100	HPS	Cobrahead		Remove	1225 N Washington St, Owosso
1	100	HPS	Cobrahead		Remove	1003 Gellatly Ct, Owosso
1	100	HPS	Cobrahead		Remove	1031 S Chipman St, Owosso
1	100	HPS	Cobrahead		Remove	329 Lafayette Blvd, Owosso
1	100	HPS	Cobrahead		Remove	918 Summit St, Owosso
1	100	HPS	Cobrahead		Remove	E North St, Owosso
1	150	HPS	Cobrahead		Remove	219 Oliver St. Owosso
1	250	HPS	Cobrahead		Remove	508 W. Williams OWOSSO
1	400	HPS	Cobrahead		Remove	219 N Ball St, Owosso

Bid Award – 2019 Street Resurfacing Program – Contract No. 3. Approve the low bid of Crawford Contracting for the 2019 Street Resurfacing Program – Contract No. 3 in the amount of \$648,853.26, authorize a contingency amount of \$50,000.00, and further authorize payment up to the bid amount plus the contingency (with prior written approval) upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 65-2019

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
CRAWFORD CONTRACTING, INC. FOR
THE 2019 STREET PROGRAM CONTRACT NO. 3**

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

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

WHEREAS, the city of Owosso sought bids for the 2019 Street Program-Contract No. 3, and a bid was received from Crawford Contracting, Inc. and it is hereby determined that Crawford Contracting, 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 Crawford Contracting, Inc. for the 2019 Street Program-Contract No. 3.
- 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 Crawford Contracting, Inc. in the amount of \$648,853.26.
- THIRD: The accounts payable department is authorized to pay Crawford Contracting Inc. for work satisfactorily completed on the project up to the bid Contract amount of \$648,853.26, 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 Nos. 203-451-818.000RYAN STREET (\$459,881.67); and 202-451-818.000SEVENTHSTR (\$188,971.59).

Warrant No. 567. Authorize Warrant No. 567 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund payment - 1/1/19-3/31/19	Water	\$33,073.14
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement payment-1/1/19 – 3/31/19	Water	\$13,291.62

Check Register – March 2019. Affirm check disbursements totaling \$2,924,387.14 for March 2019.

Downtown Owosso Farmers' Market. (This item was added to the agenda.) Approved request from Tracy Peltier, Market Master of the Downtown Owosso Farmers' Market to close Exchange Street from Water Street to Washington Street and Water and Ball Streets from Main Street to Mason Street every Saturday from May 4, 2019 to October 26, 2019 from 5:00 a.m. until 2:00 p.m., and approve Traffic Control Order No. 1414 formalizing the request.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Haber, Law, Bailey, Pidek, Fear, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

ITEMS OF BUSINESS

21 Day Posting - Property Lease – Osburn Lakes

City Manager Henne explained that the Osburn Lakes Homeowners Association is seeking an extension of their current contract for a period of 50 years to allow them to apply for grant funding for the park.

Motion by Councilmember Fear to authorize a twenty-one (21) day posting for the lease of City-owned property located in the Osburn Lakes Single Family Condominium Development to Osburn Lakes Homeowners Association for the purposes of a private park as follows:

RESOLUTION NO. 66-2019

**AUTHORIZING 21-DAY POSTING FOR
LEASE AGREEMENT FOR USE OF CITY PROPERTY
WITH OSBURN LAKES HOME OWNERS ASSOCIATION**

WHEREAS, the City of Owosso, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Owosso City Charter adopted April 6, 1964, as amended ("Charter"); and

WHEREAS, the City owns the vacant parcel commonly known as 1180 and 1190 Bluestem Court and described as follows;

UNIT 57, OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM, PHASE 1
UNIT 56, OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM, PHASE 1; and

WHEREAS, these parcels are vacant and serve as a park for the Osburn Lakes Neighborhood; and

WHEREAS, the land is strategically placed and should continue to be used as a recreational resource in the future; and

WHEREAS, the Osburn Lakes Home Owners Association is leasing the property from the city for use as a neighborhood park; and

WHEREAS, the Osburn Lakes Home Owners Association is interested in extending the lease to 2069 in order to be eligible for possible recreation grant funds to further develop the park; and

WHEREAS, Charter Section 14.3 (b)(2) provides for a twenty one day posting period to allow public inspection of the proposed lease and other potential offers.

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

FIRST: the lease agreement for the property described above be posted for a 21-day period to allow for citizen comment and other offers.

SECOND: the proposed agreement be returned to Council at the meeting of Monday, May 20, 2019 for potential final disposition.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Fear, Pidek, Haber, Bailey, Law, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

Emergency Ordinance Amendment – Chapter 38, Zoning

City Manager Henne explained that this emergency ordinance amendment corrects an error in Ordinance No. 795, approved March 18, 2019.

Motion by Councilmember Bailey to approve emergency amendment of Section 38-292 (12) of Chapter 38, Zoning, of the Code of Ordinances of the City of Owosso, Michigan to correct errors related to the location of medical marihuana facilities as follows:

ORDINANCE NO. 798

AN EMERGENCY ORDINANCE TO AMEND SECTION 38-292 OF CHAPTER 38, ZONING, OF THE CODE OF THE CITY OF OWOSSO TO CORRECT ERRORS TO BUFFER ZONE REQUIREMENTS FOR MEDICAL MARIHUANA RELATED FACILITIES

WHEREAS, the City Council adopted Ordinance No. 795 on March 18, 2019; and

WHEREAS, Section 38-292 (12) of Ordinance No. 795 was intended to address marihuana growers, processors, safety compliance facilities, and secure transporters but instead make reference to “provisioning centers”; and

WHEREAS, this error must be corrected for the Ordinance to express the intent of the City Council and the Planning Commission; and

WHEREAS, because Ordinance No. 795 became effective April 7, 2019 sufficient time does not exist to amend the ordinance under normal procedures, causing the Council to declare the amendment emergent in nature.

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

SECTION 1. AMENDMENT. That Section 38-292 (12), Principal uses permitted, of Chapter 38, Zoning, Article XIII, *I-1 Light Industrial District*, of the Code of Ordinances is hereby 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:

- (12) Marihuana growers, processor~~s~~, safety compliance facility~~ies~~ or secure transporter~~s~~ as authorized by the city of Owosso’s Medical Marihuana Facilities Licensing - Police Power authorizing ordinance shall be subject to the following standards:

- a. Minimum Yard Depth/Distance from Lot Lines. Minimum yard depth/distance from lot lines shall adhere to measurement requirements as listed in Article XVI. –Schedule of Regulations for each zoning designation as listed.
- b. Indoor Growing and Processing. In the I-1 light industrial district, marihuana growing shall be located entirely within a fully enclosed, secure, indoor facility or greenhouse with rigid walls, a roof, and doors. Marihuana processing shall be located entirely within one or more completely enclosed buildings.
- c. Maximum Building Floor Space. The following maximum building floor space shall apply in the I-1 light industrial district:
 - 1. If only a portion of a building is authorized for use in marihuana growing or processing, a partition wall at least seven feet in height, or a height as required by the applicable building codes, whichever is greater, shall separate the marihuana growing or processing space from the remainder of the building. A partition wall must include a door, capable of being closed and locked, for ingress and egress between the marihuana growing or processing space and the remainder of the building.
- d. Lighting. Lighting shall be regulated as follows:
 - 1. Light cast by light fixtures inside any building used for marihuana growing or marihuana processing shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.
 - 2. Outdoor marihuana grow lights shall not be illuminated from 7:00 p.m. to 7:00 a.m. the following day.
- e. Odor. As used in this subsection, building means the building, or portion thereof, used for marihuana growing or marihuana processing.
 - 1. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - 2. The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter(s) shall be rated for the applicable CFM.
 - 3. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 - 4. Negative air pressure shall be maintained inside the building.
 - 5. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
 - 6. An alternative odor control system is permitted if the applicant submits and the municipality accepts a report by a mechanical engineer licensed in the state of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.
- 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.
- g. Buffer Zones. A ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ 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:

1. A ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ may not be located within 200 feet of the real property comprising or used by a public or private elementary, vocational, or secondary school. The distance between the school building and the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ 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 ~~marihuana grower, processor, safety compliance facility, or secure transporter provisioning center~~ and from the part of the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ nearest to the school building.
2. A ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ may not be located within 100 feet of a residentially zoned structure. The distance between the residential zoned structure and the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ 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 residentially zoned structure nearest to the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ and from the part of the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ nearest to the residentially zoned structure.
3. A ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ may not be located within 100 feet of a vacant residentially zoned parcel. The distance between the residential zoned vacant parcel and the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ 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 intersection of the minimum front or rear yard and side yard setback requirement nearest to the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ and from the part of the ~~provisioning center marihuana grower, processor, safety compliance facility, or secure transporter~~ nearest to the intersection of the minimum front or rear yard and side yard setback requirement.
4. ~~No parcel containing a medical marijuana provisioning center shall be located within 100 feet of a parcel on which another medical marijuana provisioning center is located. The distance between two medical marijuana provisioning centers 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 nearest part of each provisioning centers to the other provisioning center.~~

SECTION 2. 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 3. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective immediately upon adoption on April 15, 2019.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: Councilmembers Fear, Pidek, Haber, Bailey, Law, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

Set Medical Marijuana Provisioning Center License Application Window & Lottery

Motion by Councilmember Law to approve the following resolution setting a 30-day window in which to receive applications from qualified applicants seeking one of four provisioning center licenses and further set the date, time, and process for the lottery to determine the four winning applicants:

RESOLUTION NO. 67-2019

**AUTHORIZING MEDICAL MARIJUANA PROVISIONING CENTER
APPLICATION WINDOW AND LOTTERY DRAWING**

WHEREAS, the Michigan Legislature passed the Medical Marijuana Facilities Licensing Act of 2016 to allow medical marijuana facilities; and

WHEREAS, the Act mandates that municipalities may choose to opt in to allow medical marijuana facilities within their borders; and

WHEREAS, the City of Owosso has decided to allow four (4) Medical Marijuana Provisioning Center Licenses within B-1, B-2, B-3, and B-4 zoning districts, as well as I-1 and I-2 districts; and

WHEREAS, the City determined that a lottery system shall be used to select the four (4) provisioning center licenses; and

WHEREAS, the City of Owosso considers it necessary and pertinent to hold an application period and lottery drawing; 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 theretofore determined that it is advisable, necessary and in the public interest to establish a medical marijuana provisioning center license application window from May 1 to May 30, 2019.

SECOND: Each interested party shall submit no more than one (1) application.

THIRD: Applications must be complete in order to be entered into the lottery drawing.

FOURTH: The City shall utilize the Michigan Daily 3 Evening Lottery and Michigan Daily 4 Evening Lottery drawings held on Thursday, June 13, 2019 at 7:29 p.m., according to the parameters laid out in Resolution No. 114-2018, to determine up to four (4) license winners.

FIFTH: A meeting is set for Thursday, June 13, 2019 at 7:15 p.m. in the City Hall Council Chambers to allow members of the public to observe the drawings as they are broadcast and/or streamed online.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Bailey, Law, Haber, Pidek, Fear, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

Initiate Transfer to MERS – Police Patrol Members & Retirees

City Manager Henne this resolution formally requests the Retirement Board transfer funding for the Police Patrol Unit and its corresponding retirees to the MERS System.

Motion by Councilmember Fear to approve the following resolution formally requesting the transfer of Police Patrol Unit members and the corresponding retirees from the City of Owosso Employees' Retirement System to the Municipal Employees' Retirement System.

RESOLUTION NO. 68-2019

ADOPTING THE MUNICIPAL EMPLOYEES RETIREMENT SYSTEM PLAN FOR THE POLICE OFFICER LABOR COUNCIL, NON-SUPERVISORY UNIT MEMBERS & RETIREES

WHEREAS, the city of Owosso, a Michigan municipal corporation, is a member of the Municipal Employees Retirement System (MERS); and

WHEREAS, recently enacted changes in the labor contract for the Police Officers Labor Council (POLC) – non-supervisory unit modified certain pension benefits; and

WHEREAS, it is necessary to provide formal notice to the City of Owosso Retirement Board of the intention of transferring the current POLC – non-supervisory unit members and retirees to the MERS plan; and

WHEREAS, the city council must adopt a resolution authorizing this transfer of funds.

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

FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to move the POLC – non-supervisory unit members and retirees from the City of Owosso Employees' Retirement System to the Municipal Employees Retirement System (MERS) plan.

SECOND: The mayor and city clerk are instructed and authorized to sign any documents as required between the City of Owosso and MERS to make this transfer happen.

THIRD: That this formal notification is approved and the parties can begin working on the process to move the assets from the City plan to MERS.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES: Councilmembers Law, Haber, Pidek, Fear, Bailey, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

MERS Hybrid Plan- Future Police Patrol Members

Motion by Councilmember Pidek to authorize the resolution to adopt the MERS Hybrid Plan Adoption Agreement governing police patrol officers hired after December 1, 2018 and further approve the resolution authorizing signatories as detailed in the two resolutions below:

RESOLUTION NO. 69-2019

**ADOPTING THE MERS HYBRID PLAN FOR
POLICE PATROL EMPLOYEES HIRED AFTER DECEMBER 1, 2018**

WHEREAS, the participating entity desires to adopt the MERS Hybrid Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree, and, for employees, MERS' actuary has computed the liabilities for benefits payable and which may become payable (on account of service already, and to be, rendered) with respect to the defined benefit portion of the MERS Hybrid Plan, and the participating entity has furnished MERS with required data regarding each eligible employee and retiree with respect to the defined contribution portion of the MERS Hybrid Plan;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Hybrid Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

On behalf of the participating entity, the governing body of the City of Owosso adopts the MERS Hybrid Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Hybrid Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;

RESOLUTION NO. 70-2019

**ESTABLISHING AUTHORIZED SIGNATORIES
FOR MERS CONTRACTS AND SERVICE CREDIT PURCHASE APPROVALS**

WHEREAS, the City of Owosso ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

Mayor

Optional additional job positions:

City Clerk

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Motion supported by Councilmember Haber.

Roll Call Vote.

AYES: Councilmembers Bailey, Law, Haber, Fear, Pidek, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

City Manager Evaluation Discussion

The Council reviewed the edited format for the evaluation and discussed the deadline for submission as well as whether Council would have access to the staff comments prior to completing their individual reviews.

Motion by Councilmember Pidek to approve the format of the City Manager's evaluation as proposed, set a deadline of April 29, 2019 for submission, set the City Manager's formal evaluation for Monday, May 6, 2019, and direct the Human Resource Director to compile staff comments for presentation during the meeting (as a part of closed session).

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: Councilmembers Law, Bailey, Fear, Pidek, Haber, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

5th Monday Meeting – April 29, 2019

City Manager Henne recommended the Council hold a round-table discussion regarding strategic planning.

Motion by Councilmember Pidek to set the agenda for the 5th Monday meeting on April 29, 2019 as a round-table discussion regarding strategic planning.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: Councilmembers Fear, Bailey, Pidek, Haber, Law, and Mayor Eveleth.

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

COMMUNICATIONS

Glenn M. Chinavare, Utilities Director. 2018 Annual Water Consumer Confidence Report (formerly: Annual Water Quality Report).

N. Bradley Hissong, Building Official. March 2019 Building Department Report.

N. Bradley Hissong Building Official. March 2019 Code Violations Report.

N. Bradley Hissong Building Official. March 2019 Certificates Issued Report.

N. Bradley Hissong Building Official. March 2019 Inspections Report.

Kevin D. Lenkart, Public Safety Director. March 2019 Police Report.

Kevin D. Lenkart, Public Safety Director. March 2019 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, editor- Facebook.com/friendsandneighborsowosso, said he would like to see the City's police cars say "Police" on the side instead of "Public Safety".

Former Utilities Director Gary Burk spoke about what was needed to create a sustainable water/sewer system and why now is the time to start making the necessary changes.

Eddie Urban, 601 Glenwood Avenue, joked that he once lived in a tank.

Steven Goff, property owner at 1370 East South Street, said he had made a significant investment in their property and now the emergency ordinance has eliminated the zoning district the property is in. He said he wants to make an investment in the community but doesn't like to see the rules changed at the 11th hour.

City Manager Henne responded to Mr. Goff saying that the changes were put in place because the Planning Commission never intended to allow provisioning centers in certain industrial areas and they also did not want the possibility of one entity holding all four of the City's provisioning center licenses.

NEXT MEETING

Monday, April 29, 2019 – 5th Monday meeting
Monday, May 6, 2019 – Regular meeting

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – 2 terms expire December 31, 2021
Parks & Recreation Commission – term expires June 30, 2019
Planning Commission – term expires June 30, 2019
Zoning Board of Appeals - Alternate – term expires June 30, 2021

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 9:49 p.m.

Motion supported by Councilmember Law 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: April 11, 2019

TO: Mayor Eveleth and the Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: **Recreational Marihuana Ordinance Amendments – Set Public Hearing**

RECOMMENDATION:

Hold a public hearing on May 6, 2019 to receive citizen comment regarding the adoption of amendments to the City's Nuisance Ordinance. Following the public hearing, make the decision to revise, adopt, or deny the amendments.

BACKGROUND:

In November of 2018 Michigan voters opted to allow the recreational use of marihuana necessitating changes to the Code. These change need to reflect that the use of marihuana is legal in many circumstances, but not all. I am recommending we update our ordinance as shown in the attached resolution.

FISCAL IMPACTS:

Unknown.

ORDINANCE NO.

**AMENDING TO SECTIONS 19-110(4) & 19-111
OF CHAPTER 19, NUISANCES, OF THE OWOSSO CITY CODE
REGARDING POSSESSION AND CONSUMPTION OF MARIHUANA
AND POSSESSION OF MARIHUANA RELATED PARAPHERNALIA**

WHEREAS, Chapter 19, Nuisances, of the Code of Ordinances of the City of Owosso prohibits the possession of marihuana and marihuana related paraphernalia; and

WHEREAS, the laws of the State of Michigan have changed as the result of a citizen initiated effort to legalize the use of recreational marihuana; and

WHEREAS, Chapter 19, Nuisances, of the Code of Ordinances of the City of Owosso must be amended to reflect the changes in State law; and

WHEREAS, the City Council held a public hearing on May 6, 2019, heard all interested persons, and deliberated on the requested amendment.

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

SECTION 1. REPEAL. That Section 19-110(4), *Drug paraphernalia – Marijuana or hashish pipe*, shall be repealed as follows:

Sec. 19-110. - Drug paraphernalia.

- (a) *Definitions.* The following words and phrases, when used in this section, shall, for the purpose of this section, have the meanings respectively ascribed to them:
- (1) *Cocaine spoon:* A spoon with a bowl so small that the primary use for which it is reasonably adopted or designed, is to hold or administer cocaine, and which is so small as to be unsuited for the typical lawful uses of a spoon.
 - (2) *Controlled substance:* Any drug, substance, or immediate precursor designated as a schedule 1-5 substance in Article 7, Controlled Substances, Act 368 of the Public Acts of Michigan of 1978 (MCL 333.7101 et seq., MSA 14.15 (7101) et seq.), as amended, (commonly known as the Public Health Code).
 - (3) *Drug paraphernalia:* All equipment, products, and materials of any kind which are used, adapted for use, or designed for use, in planting, manufacturing, compounding, producing, testing, containing, concealing, injecting, or otherwise introducing into the human body a controlled substance in violation of the public health code of the state.
 - ~~(4) *Marijuana or hashish pipe:* A pipe characterized by a bowl which is so small that the primary use for which it is reasonably adapted or designed is the smoking of marijuana or hashish, rather than lawful smoking tobacco, and which may or may not be equipped with a screen.~~
- (b) *Sale, display, possession prohibited.* It shall be unlawful for any person to sell, offer for sale, display, furnish, supply, possess, give away or advertise any drug paraphernalia which is primarily adapted or designed for the administration or use of any controlled substance.
- (c) *Licensed persons; exemptions.* This section shall not apply to a person licensed by the state board of pharmacy (administrator) pursuant to the public health code. Such person may possess, manufacture, distribute, prescribe, dispense, or conduct research with controlled substances to the extent authorized by its license. The following persons need not be licensed and may lawfully possess controlled substances under this section:
- (1) An agent or employee of a licensed manufacturer while acting in the ordinary course of employment.

- (2) Common or contract carrier or warehousemen, or employee thereof while possessing in ordinary course of employment.
- (3) Persons suffering from diabetes, asthma, or any other medical condition requiring self injection or pursuant to a lawful order of a practitioner.
- (4) An officer or employee of a federal, state, political subdivision or agency of this state who is engaged in the enforcement of state or local laws relating to controlled substances and who is authorized to possess controlled substances in the course of that person's official duties.

SECTION 2. REPEAL. That Section 19-111, *Possession and use of marijuana*, of Chapter 19, Nuisances, of the Code of Ordinances is hereby repealed in its entirety:

~~Sec. 19-111. - Possession and use of marijuana.~~

- ~~(a) *Definitions.* As used in this section, "marijuana" means all parts of the plant Cannabis Sativa L., growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound manufacture, sale, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.~~
- ~~(b) *Possession or control.* No person shall possess or control marijuana within the city unless such possession or control is pursuant to a license or prescription, or otherwise allowed under Act 368 of the Public Acts of 1978, as amended.~~
- ~~(c) *Use of marijuana.* No person shall use marijuana within the city unless such use is pursuant to a license or prescription, or otherwise allowed under Act 368 of the Public Acts of 1978, as amended.~~
- ~~(d) *Penalties.* Anyone violating this section or any subsection, paragraph, clause or part hereof, is guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00), or by imprisonment in the county jail for a period of not more than ninety (90) days, or by both such fine and imprisonment in the discretion of a court of competent jurisdiction.~~

SECTION 3. REPLACE. That Section 19-111, *Possession and use of marihuana*, of Chapter 19, Nuisances, of the Code of Ordinances is hereby replaced to read as follows:

Sec. 19-111. - Possession and use of marihuana.

- (a) A person shall not:
 - (1) Possess, use, or deliver any controlled substance or a controlled substance analogue listed in Section 7212(d)(1) of the Public Health Code, or a prescription form, except as otherwise permitted by law or this section;
 - (2) Transfer marihuana or marihuana accessories to a person under the age of 21;
 - (3) If under the age of 21, possess, consume, purchase or otherwise obtain, cultivate, process, transport, or sell marihuana;
 - (4) Separate plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure;
 - (5) Consume marihuana, marihuana infused products or marihuana concentrates in public places, including but not limited to public streets, alleys, sidewalks, parks, buildings and publicly owned property;

- (6) Cultivate marihuana plants if the plants are visible from a public place without the use of binoculars, aircraft, or other optical aids or outside of an enclosed area equipped with locks or other functioning security devices that restrict access to the area;
- (7) Consume marihuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat;
- (8) Smoke marihuana within the passenger area of a vehicle upon a public way;
- (9) Smoke marihuana where prohibited by the person who owns, occupies, or manages the property;
- (10) Possess or consume marihuana on the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, in a school bus, or on the grounds of any public or private school athletic event;

For a violation of subsection (10) by a person under the age of 17, the person shall be responsible for a municipal civil infraction punishable by a fine of \$100 and shall complete a drug awareness program approved by the police department.

- (11) Possess more than 2.5 ounces of marihuana within a person's place of residence unless the excess marihuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area.
- (b) The following acts by a person 21 years of age or older are not unlawful, are not an offense, are not grounds for seizing or forfeiting property, are not grounds for arrest, prosecution, or penalty in any manner, are not grounds for search or inspection, and are not grounds to deny any other right or privilege:
- (1) Except as permitted by subsection (2), possessing, using or consuming, internally possessing, purchasing, transporting, or processing 2.5 ounces or less of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate;
 - (2) Within the person's residence, possessing, storing, and processing not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises and cultivating not more than 12 marihuana plants for personal use, provided that if more than 12 marihuana plants are possessed, cultivated, or processed on the premises at once, the person shall be guilty of a misdemeanor punishable as provided in [Section 1-8](#) of the City Code and by forfeiture of the plants;
 - (3) Assisting another person who is 21 years of age or older in any of the acts described in this subsection; and
 - (4) Giving away or otherwise transferring without remuneration up to 2.5 ounces of marihuana, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate, to a person 21 years of age or older, as long as the transfer is not advertised or promoted to the public, provided that a transfer for remuneration of any kind, overt or inferred, and a transfer that exceeds the limits set forth here or which is advertised or promoted to the public shall constitute a misdemeanor punishable as provided in [Section 1-8](#) of the City Code and by forfeiture of the marihuana.
- (c) Except for a person who engaged in conduct described in subsections (a)(2), (3), (4), (7), (8), (10), or as otherwise provided in the Act, a person who possesses, cultivates, delivers without receiving any remuneration to a person who is at least 21 years of age, or possesses with intent to deliver not more than the amount of marihuana allowed by subsection (b) is responsible for a municipal civil infraction and may be punished by a fine of not more than \$100 and forfeiture of the marihuana.
- (d) Except for a person who engaged in conduct described in subsection (a), or as otherwise provided in the Act, a person who possesses, cultivates, delivers without receiving any remuneration to a person who is at least 21 years of age, or possesses with intent to deliver not more than twice the amount of marihuana allowed by subsection (b):
- (1) For a first violation, is responsible for a municipal civil infraction punishable by a fine of \$100 and forfeiture of the marihuana.

- (2) For a second violation, is responsible for a municipal civil infraction punishable by a fine of \$250 and forfeiture of the marihuana.
 - (3) For a third or subsequent violation, is guilty of a misdemeanor punishable by a fine of up to \$500 and forfeiture of the marihuana.
- (e) Except for a person who engaged in conduct described by subsections (a)(3), (6), (7), or as otherwise provided in the Act, a person under 21 years of age who possesses not more than 2.5 ounces of marihuana or who cultivates not more than 12 marihuana plants:
- (1) For a first violation, is responsible for a municipal civil infraction punishable as follows:
 - (i) If the person is less than 18 years of age, by a fine of \$100 or community service, forfeiture of the marihuana, and completion of 4 hours of drug education or counseling.
 - (ii) If the person is at least 18 years of age, by a fine of \$100 and forfeiture of the marihuana.
 - (2) For a second violation, is responsible for a municipal civil infraction punishable as follows:
 - (i) If the person is less than 18 years of age, by a fine of \$500 or community service, forfeiture of the marihuana, and completion of 8 hours of drug education or counseling.
 - (ii) If the person is at least 18 years of age, by a fine of \$500 and forfeiture of the marihuana.
 - (3) For a third or subsequent violation committed by a person less than 18 years of age, is responsible for a municipal civil infraction punishable by a fine of \$1,000 and community service, forfeiture of the marihuana, and completion of 16 hours of drug education or counseling. For a third or subsequent violation committed by a person at least 18 years of age, is guilty of a misdemeanor punishable as set forth in [§ 1-10](#) of the City Code, community service, forfeiture of the marihuana, and completion of drug education or counseling ordered by the court.
- (f) Except for a person who engaged in conduct described by subsection (a), or as otherwise provided in the Act, a person who possesses, cultivates, or delivers without receiving any remuneration to a person who is at least 21 years of age more than twice the amount of marihuana allowed by subsection (b) shall be guilty of a misdemeanor punishable as follows:
- (1) A fine up to \$500 if the violation was not habitual, willful, and for a commercial purpose, and the violation did not involve violence.
 - (2) A fine up to \$500 and up to 90 days in jail if the violation was habitual, willful, and for a commercial purpose, or if the violation involved violence.

SECTION 4. EFFECTIVE DATE. This amendment shall become effective May 27, 2019.

SECTION 5. 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.



MEMORANDUM

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

DATE: April 26, 2019

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: 2020 Street Program – Special Assessment Resolution No. 1

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

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on May 6, 2019.

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

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

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

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

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

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

North Street: from Hickory Street to Gould Street Street Rehabilitation

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

RESOLUTION NO.

Special Assessment Resolution No. 1 for North Street

Special Assessment District No. 2020- North Street from Hickory Street to Gould Street

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

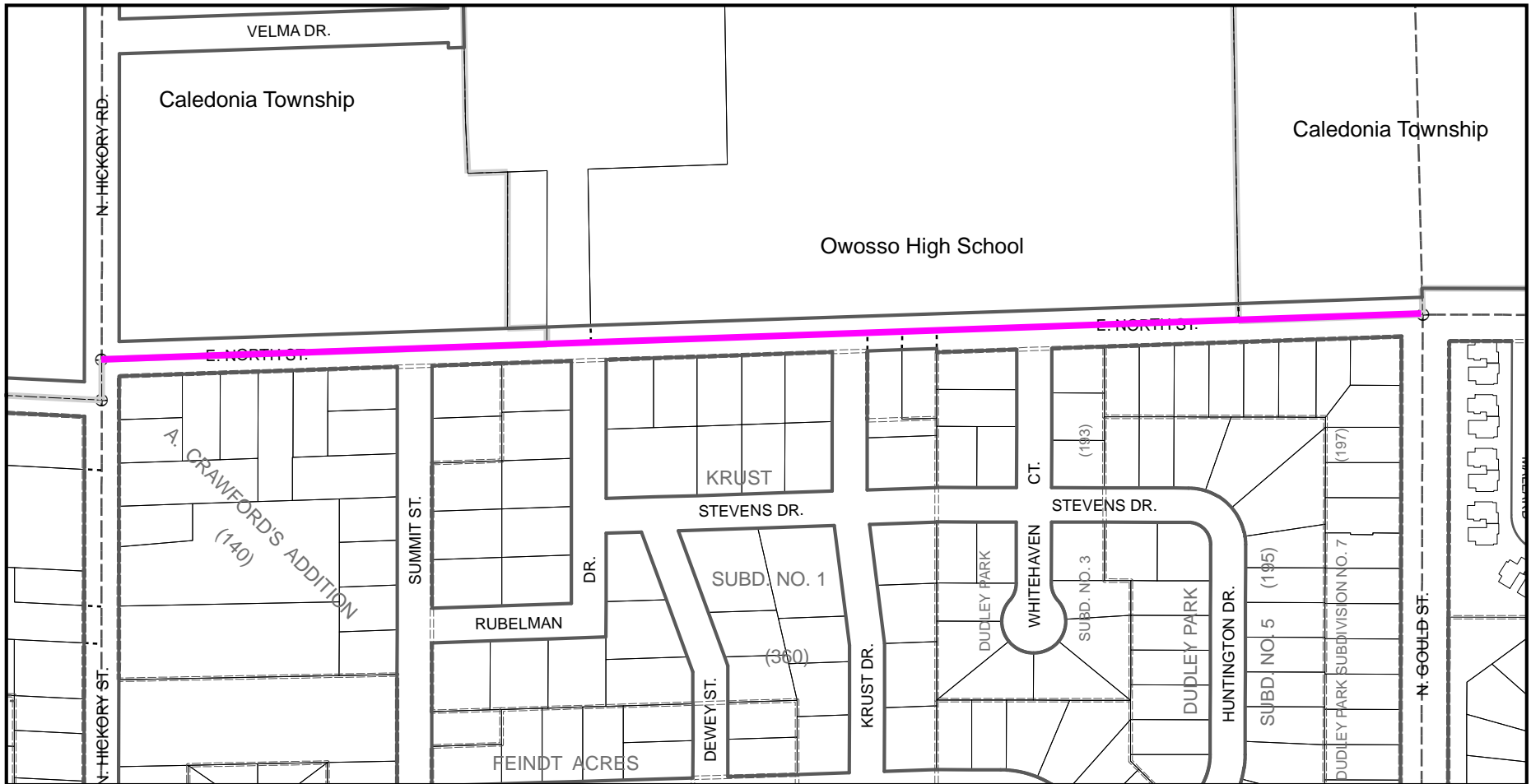
**North Street from Hickory Street to Gould Street:
Street Rehabilitation**

NOW, THEREFORE, BE IT RESOLVED THAT:

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

The City Manager shall present said report to the City Council when same has been prepared.

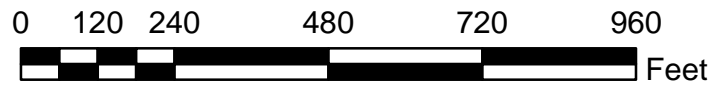
City of Owosso



North Street from N. Hickory St. to N. Gould St.

Legend

- Plat Boundary
- Right of Way
- City Limit



1 inch = 300 feet





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

DATE: 5.6.19
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: SRI MDOT TAP Grant - set public hearing

BACKGROUND:

The Steam Railroad Institute has acquired a new steam locomotive. The Chicago and North Western #175 was dismantled in the Upper Peninsula and brought across the Mackinac Bridge to its new home at the SRI. The locomotive will need a complete restoration – after which it will be put into service to expand SRI’s service to new destinations.

This restoration project will cost an estimated \$1 million with \$600,000 funded by an MDOT TAP Grant (if awarded). SRI is not eligible to apply to TAP so they are asking us to apply on their behalf – just as we did with the last rebuild of the 1225. The \$400,000 match will come from SRI and the grant will be managed by SRI and MDOT.

FISCAL IMPACT:

None.



"HOME OF THE WORLD FAMOUS PERE MARQUETTE 1225"

405 S. WASHINGTON STREET + P.O. BOX 665 + OWOSSO, MICHIGAN 48867
989.725.9464 + FAX 989.723.1225 + MICHIGANSTEAMTRAIN.COM

Proposed Transportation Alternatives Program (TAP) Grant for the Steam Railroading Institute



CNW # 175 as it appeared in service in Michigan's Upper Peninsula, 1908-1958



CNW #175 in Houghton before moving to Owosso, June 2018

The Michigan State Trust for Railway Preservation and its Steam Railroading Institute (SRI) proposes to partner with the City of Owosso and MDOT's Office of Rail to apply for a Transportation Alternatives Program (TAP) Grant to restore Chicago & North Western steam locomotive #175 to operating condition. CNW #175 operated in the Upper Peninsula of Michigan, transporting both passengers and freight for the iron ore mining industry centered near Escanaba. Built in 1908 as a 4-6-0 "Ten-Wheeler" locomotive type and equipped with a rare Walschaert Valve Gear arrangement, it is an example of early 20th century transportation technology. The State Historic Preservation Office has determined it is eligible for listing on the National Register of Historic Places.

The locomotive has not operated since 1958, and has been stored indoors and outdoors in Minnesota and in Houghton, Michigan, since that time. Three experienced steam operators affiliated with SRI inspected CNW #175 in August, 2017, and found it to be an excellent candidate for restoration.

The restoration will cost an estimated \$1,000,000, with \$600,000 funded by the TAP Grant. The engine's firebox, tubes, and flues in the boiler will be replaced with new steel using welding techniques complying with all current Federal Railway Administration requirements for steam locomotives. The running gear, brake rigging, and driving rods will be rehabilitated with new bushings and lubrication systems, and a new cab will be built. All work will be done with a combination of paid contractors and SRI volunteers in our shops in Owosso. After restoration to operating condition, SRI proposes using locomotive CNW #175 for additional steam excursion trips from our facility in Owosso and also to visit other towns throughout mid-Michigan. Operating this smaller, lighter locomotive will enable SRI to visit additional cities that are inaccessible to our larger steam engine due to size and weight restrictions, and will expand the reach of our programming and economic tourism impact into additional Michigan cities we are not currently able to serve.

Since only governmental agencies can apply for TAP grants, SRI is asking the City of Owosso to be the applicant for this grant under the Historic Preservation section of the program. If awarded, all administration, accounting, labor, matching funds, and follow-up during the grant timeline will be the responsibility of SRI in conjunction with MDOT's Office of Rail.

RESOLUTION NO.

**RESOLUTION SETTING PUBLIC HEARING FOR STEAM RAILROAD INSTITUTE
MDOT GRANT APPLICATION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to support the efforts of the Owosso Steam Railroad Institute (SRI); and

WHEREAS, the City of Owosso seeks to partner with the Michigan Department of Transportation to apply for a Transportation Alternatives Program (TAP) grant on behalf of the SRI for the purpose of rebuilding the Chicago and North Western 175 steam locomotive; and

WHEREAS, the Michigan Department of Transportation's TAP requires that a Certified Local Government apply for grant funding; and

WHEREAS, the City of Owosso is a Certified Local Government; and

WHEREAS, the match for this grant will be provided by the SRI; and

WHEREAS, MDOT's TAP program requires documented public input for the grant application.

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 set a public hearing for May 20, 2019 for the SRI's MDOT TAP grant application for the 175 steam locomotive rebuild project.



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

DATE: 5.6.19
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: SAFEbuilt Professional Services Agreement Amendment

BACKGROUND:

The City signed a professional services agreement with SAFEbuilt on June 13, 2017 for building, mechanical, and plumbing inspection/review related services. Due to increased costs, SAFEbuilt is requesting an amendment to the agreement to increase inspection fees and hourly rates. The annual retainer will remain the same.

Fees/rates to increase:

Service	Old Rate	New Rate
Mechanical plan review	\$60/hr	\$80/hr
Mechanical inspection	\$40	\$75
Plumbing plan review	\$60/hr	\$80/hr
Plumbing inspection	\$40	\$75

RECOMMENDATION:

I recommend approving the SAFEbuilt Professional Services Agreement as presented.

FISCAL IMPACT:

The City's Building Department accounting is regulated by Michigan Public Act 245 of 1999 (Statewide Construction Code Act). This State law says that building code related revenue cannot exceed building-related municipal expenses. This "net effect" rule can be smoothed over a period of years from the year 2000 to the current year. Compliance is measured every year in the City's financial audit. One thing the Act allows is for cities to include indirect costs – although Owosso has never done this. Nevertheless, the city is – and has been – compliant according to city financial audits since 2000.

Because Owosso does not include indirect costs in these annual "net effect" check-ups, I would recommend increasing respective fees accordingly.

RESOLUTION NO.

**RESOLUTION AUTHORIZING AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT WITH SAFEUILT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, entered into a Professional Services Agreement with SAFEuilt on June 13, 2017 for building, mechanical, and plumbing-related inspection and professional services; and

WHEREAS, SAFEuilt is requesting an amendment to said agreement for increased fees for aforementioned 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 professional services agreement with SAFEuilt, Michigan, LLC at:

426 E Lincoln Ave
Royal Oak, MI 48067

SECOND: The mayor is authorized to sign the document substantially in the form attached, Amendment One Professional Services Agreement between SAFEuilt Michigan, LLC and City of Owosso.

**AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF OWOSSO, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

Amendment to the Professional Services Agreement effective June 13, 2017, between City of Owosso, Michigan, (Municipality) and SAFEbuilt Michigan, LLC, (Consultant). Municipality and the Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Municipality and Consultant entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on June 13, 2017; and

The Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below:

- The following shall replace Agreement, Exhibit B – Fee Schedule for Services, 1. Fee Structure:

Service Fee Schedule:	
Building Official Services Building Plan Review Services Building Inspection Services Property Maintenance Services	Annual Rate: \$104,000.00 Monthly Rate: \$ 8,666.67 FLAT MONTHLY FEE (ALL INCLUSIVE)
Mechanical Plan Review Services Mechanical Inspection Services Plumbing Plan Review Services Plumbing Inspection Services	\$80.00 per hour – one (1) hour minimum \$75.00 per inspection – three (3) inspection minimum \$80.00 per hour – one (1) hour minimum \$75.00 per inspection – three (3) inspection minimum
After Hours/Emergency	\$100.00 per hour – two (2) hour minimum
Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent.	
Additional services available to the city if requested	
Electrical Plan Review Services Electrical Inspection Services	\$80.00 per hour – one (1) hour minimum \$75.00 per inspection- three (3) inspection minimum
Fire Plan Review Services	\$95.00 per hour – one (1) hour minimum
Review of changes to approved plans	\$100.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$140.00 per hour – with prior approval from both parties
Beginning January 01, 2020 and annually thereafter, all rates listed above will be increased by 2%	

INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and

Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

The original Agreement, Exhibits and terms shall remain in effect, to the extent not modified by this Amendment One.

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

Thomas P. Wilkas, CFO
SAFEbuilt Michigan, LLC

Date

Signature

Date

Name & Title
City of Owosso, Michigan

Attest:

Name & Title
City of Owosso, Michigan



MEMORANDUM

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

DATE: May 1, 2019
TO: City Council
FROM: Glenn M. Chinavare, Director of Public Services & Utilities
SUBJECT: Emergency Standby Generator - Wastewater Treatment Facility

RECOMMENDATION:

Authorization to purchase one each diesel powered 800kW Standby Generator System and one each 2000kVA Transformer from Consumers Energy for use at the Wastewater Treatment Facility.

BACKGROUND:

The Wastewater Treatment Facility currently has a split bus configuration (dual source electrical supply) from Consumers Energy. One feed as the primary, and the second as the alternate/redundant electric service. The alternate service requires reserve capacity from Consumers Energy (equal to the capacity for the primary feed), which the city pays an additional fee of \$15,233.00 for a 5-year agreement. The current 5-year agreement will expire this year. Due to policy changes at Consumers Energy, these premium services are no longer offered at the current agreement prices. A new 5-year agreement for an alternate service would cost over \$270,000.00.

The existing transformer is 40 years old, oversized, and recommended for replacement as a more compatible unit for use with the new emergency generator. The existing transformer at 2,000 kVA will be replaced with a less costly 1,000 kVA unit, which will also yield less loss of stray current.

Consumers Energy was issued a purchase order in November of 2018 to provide engineering design, project installation oversight and competitive bidding services for a new emergency standby generator, in the amount of \$3,950.00.

Bids received are broken down in attachment (2), with the recommended contractor/s as follows:

Cummins Generator	\$332,800.00
Transformer.....	\$38,300.00
Newkirk Electric will provide installation services	

FISCAL IMPACTS:

Equipment expense in the amount of \$371,100.00, plus contingency of \$7,000.00 for a total of \$378,100.00 will be provided from the FY2019-2020 Capital Budget replacement fund 599-901-975.000.

Document originated by:

Glenn M. Chinavare, Utility Director

- Attachment: (1) Resolution
- (2) Bid Tab & Consumers Energy Recommendation
- (3) Consumers Energy Authorization to Procure

**City of Owosso Backup Generator for Chippewa Trail Wastewater Facility
April 25, 2019**

Summary of Project, Bidding Process and Recommendation to Proceed

The City has engaged Consumers Energy to provide a proposal for the design and installation of a new backup generator at the City of Owosso Chippewa Trail facility. Below are the results of the bidding process including four (4) qualified generator manufacturers and three (3) qualified installation contractors. It is our recommendation that we install the Cummins 800kVA generator and the new 2,000kVA transformer for a total investment of \$371,100.

Although this is not the low bid (price difference is \$17,400 or 5%), there are a few important reasons the Cummins solution is our recommendation.

- Cummins will be able to provide the generator within 16 weeks vs MTU at 29 weeks. Operationally, it's ideal to install the generator during our typical low flow period of Sept/Oct.
- The City plans to participate in a program Consumers Energy offers called Demand Response. When we participate, it will provide the City an annual credit of about \$7,500. The timing of the Cummins option helps assure we can participate in the 2020 Demand Response program.
- Cummins owns or manufactures all of the generator components (except radiator) which provides continuity and efficiency for maintenance and repairs.

City of Owosso Wastewater Plant Chippewa Trail				
Summary of Pricing revised Apr 17, 2019				
Base Scope - design, bid and provide materials and labor for a 800kVA backup generator and automatic switch				
Installation Contractor	Manufacturer Options			
	Caterpillar	Cummins	Kohler	MTU Energy
Newkirk Electric	\$ 353,400	\$ 332,800	\$ 334,800	\$ 315,400
Meyer Electric	\$ 367,200	\$ 346,700	\$ 348,700	\$ 329,300
Nelson Electric	\$ 406,800	\$ 386,300	\$ 388,300	\$ 368,800
Base Scope including new 2000kVA Transformer				
Newkirk Electric	\$ 391,600	\$ 371,100	\$ 373,100	\$ 353,600
Meyer Electric	\$ 402,000	\$ 381,500	\$ 383,500	\$ 364,100
Nelson Electric	\$ 432,100	\$ 411,500	\$ 413,500	\$ 394,100

**CONSUMERS ENERGY
COMPANY**

One Energy Plaza, Jackson, Michigan 49201

***Quotation Only
Not an Invoice***

TO: City of Owosso ("Customer")
301 West Main Street
Owosso, Michigan 48867

ATTN: Glenn Chinavare

DATE: April 26, 2019

REFERENCE: Generator Installation

QUOTATION NO: 20190213-3904

The work or services covered hereby are not regulated by the Michigan Public Service Commission

DESCRIPTION

Consumers Energy Company ("Consumers Energy") proposes to design and build a new back-up generator system for the Customer's facility located at 1412 Chippewa Trail, Owosso, Michigan. The scope of the work is more fully described as follows:

Base Scope:

- Design a back-up generator system to tie into the Customer's internal electrical distribution system to allow the Customer to supply the Chippewa Trail plant with power in the event of loss of normal utility phase voltage and/or frequency. Scope of work includes:
 - Pour new Generator and Transfer Switch pads including rebar and grounding system.
 - Furnish/Install one (1) 800kW, 277/480 volt Tier 2 diesel generator with 1090 gallon sub-base fuel tank.
 - Furnish/Install one (1) 1200 amp Automatic Transfer Switch adjacent to the 2000kVA Transformer.
 - Furnish/Install conduit and wiring from 1200 amp Generator output breaker to 1200 amp Transfer Switch.
 - Furnish/Install conduit and wiring from 2000kVA Transformer to 1200 amp Transfer Switch.
 - Furnish/Install conduit and wiring from 1200 amp Transfer Switch to existing 2500 amp Main Distribution Panel.
 - Furnish/Install conduit and wiring to feed Generator's Battery Charger and Block Heater circuits.
 - Furnish/Install communication/control wiring from Generator and Transfer Switch to Remote Annunciator.
 - Top dress and reseed all disturbed lawn areas.
- Review design with Customer before equipment procurement and installation.
- Furnish all major pieces of equipment using Consumers Energy's bidding and procurement policies.
- Install the generator and transfer switch at the Customer's facility in accordance with the design documents.
- Furnish electrical permit and have the installation inspected.

Option #1:

- Remove primary and secondary terminations and lift existing 4.8/8.32kV - 277/480V, 2000kVA transformer off the concrete pad.
- Saw cut concrete pad and install conduit stub-ups and run to 1200 Amp Transfer Switch.
- Procure and install a 4.8/8.32kV - 277/480V, 1000kVA live front padmount transformer to replace the existing 2000kVA unit.
- Procure and install cables from the secondary spades of the new 1000kVA transformer to the 1200 amp Transfer Switch.
- Utilizing the existing primary cables, terminate to the primary spades of the new 1000kVA transformer.
- Customer is responsible for disposal of 2000kVA transformer.
- This option will require a 3 - 5 day outage to the Oliver Substation feed, and does NOT include provisions for the procurement of a rental generator during the transformer replacement.

Notes:

1. **It is understood that a temporary physical disconnection of Customer's internal electrical distribution system will be necessary.** This Quotation does not include any charges from Consumers Energy (as Customer's electric service provider) that are associated with that disconnection. Customer is responsible for making the necessary arrangements with Consumers Energy for any such work and for paying the applicable charges therefor to Consumers Energy.
2. The new generator will comply with the latest EPA emission regulations for stationary backup generator-set applications.
3. This Quotation does NOT include any allowance for fuel. Customer is responsible for supplying the quantity of diesel fuel necessary to support commissioning, initial start-up and any on-going use of the new generator.
4. This Quotation does NOT include pricing for performing underground work when the ground is expected to be frozen (i.e., during a period when winter rates apply). If work is performed during such period, surcharges in accordance with Consumers Energy's (or its subcontractor's) normal policies may apply.
5. Except for the electrical permit, Customer is responsible for obtaining all permits and/or variances required for the work hereunder including, without limitation, any MDEQ permits relating to the engine emissions of the new generator and/or regarding said new generators' proximity to the property line.
6. This Quotation does not include any fencing around the generator.
7. Ordering lead time for the various equipment to be supplied pursuant to this Quotation is currently estimated to be approximately eighteen (18) to twenty (20) weeks after the date this Quotation has been signed by both Customer and Consumers Energy. If Customer accepts this Quotation, then Consumers Energy will order the applicable new equipment and then contact Customer when the equipment has been received in order to schedule a mutually convenient time for performance of the work. If Consumers Energy (and/or its subcontractors) is provided with all necessary and timely access to Customer's premises, the anticipated time for completion of the entire project is four (4) weeks after the date the final set of materials and equipment have been delivered to the jobsite.
8. Consumers Energy will furnish Customer with a copy of any equipment manuals provided by the vendor(s) for major pieces of equipment to be supplied under this Quotation.
9. All warranties, and periods of warranty, are those of the respective equipment vendors and are subject to their terms, conditions, restrictions and limitations. The extent of Consumers Energy's warranty obligations, if any, is set forth in the attached terms and conditions.
10. All work will be performed during normal business hours (Monday through Friday 8:00-a.m. to 5:00-p.m., excluding nationally recognized holidays).
11. Customer is responsible for locating and staking all its underground equipment and facilities prior to Consumers Energy's performance of the work.

Pricing Schedule

Description	Total Contract Price
Base Scope - Cummins/Newkirk	\$332,800. ⁰⁰ Initial Here _____
Option #1 - 2000kVA Transformer Replacement	\$38,300. ⁰⁰ Initial Here _____

Payment:

Customer shall pay the total contract price to Consumers Energy as follows:
Payment of 20% of the total contract price is due 30-days after the date this Quotation has been signed by both parties. An additional 40% of the total contract price is due when all of the major equipment has been delivered to the site. The remaining 40% of the total contract price is due when the generator system has been successfully commissioned.

THE ATTACHED TERMS AND CONDITIONS ARE INCORPORATED HEREIN AND MADE A PART HEREOF. CONSUMERS ENERGY EXPRESSLY REJECTS ANY OTHER, ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS THAT MAY BE SET FORTH IN ANY PURCHASE ORDER, REQUEST FOR PROPOSALS OR OTHER DOCUMENT ISSUED BY CUSTOMER. UPON BEING ACCEPTED BY CUSTOMER BY SIGNING BELOW, AND CONFIRMED BY CONSUMERS ENERGY BY CONSUMERS ENERGY'S AUTHORIZED REPRESENTATIVE SIGNING BELOW, THIS QUOTATION SHALL BECOME A CONTRACT BETWEEN THE PARTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE IMMEDIATELY FOLLOWING PARAGRAPH, IT IS UNDERSTOOD THAT THIS QUOTATION WILL NOT BECOME A CONTRACT BETWEEN THE PARTIES, OR OTHERWISE BINDING UPON CONSUMERS ENERGY IN ANY MANNER, UNTIL IT HAS BEEN SO ACCEPTED BY CUSTOMER AND CONFIRMED BY CONSUMERS ENERGY BY EACH SUCH PARTY (OR ITS REPRESENTATIVE) SIGNING BELOW AS AFORESAID.

NOTE: BY RECEIVING THIS QUOTATION, AND REGARDLESS OF WHETHER OR NOT THIS QUOTATION IS ACCEPTED AS SET FORTH ABOVE, CUSTOMER ACKNOWLEDGES THAT THIS QUOTATION CONTAINS INFORMATION THAT IS CONFIDENTIAL AND PROPRIETARY TO CONSUMERS ENERGY AND MAY NOT BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY WITHOUT CONSUMERS ENERGY'S EXPRESS WRITTEN CONSENT. UNAUTHORIZED DISCLOSURE MAY AT CONSUMERS ENERGY'S SOLE OPTION RESULT IN WITHDRAWAL OF THIS QUOTATION AND IMMEDIATE RESTITUTION BY CUSTOMER TO CONSUMERS ENERGY OF ALL OF CONSUMERS ENERGY'S COSTS AND EXPENSES INCURRED IN PREPARING THIS QUOTATION.

To accept this Quotation, Customer must sign and return to Consumers Energy within 60 days from the date shown above.

Quotation Prepared By: Mark C. Shaw, PE, CPQ Phone #: 517-788-0130 Fax#: 517-788-7122

City of Owosso (Customer) hereby accepts the above Quotation:

By (signature): _____

Printed Name/Title: _____

Date: _____, 2016

Confirmed:

CONSUMERS ENERGY COMPANY

By (signature): _____

Printed Name/Title: Patrick C. Ennis
Executive Director of Industrial Products

Date: _____, 2016

APV'D AS TO FORM

CEC 4/23/19

TERMS AND CONDITIONS

1. Work: References in these Terms and Conditions to the "work" shall mean the work or services to be performed by Consumers Energy for Customer as set forth on the face of this Contract.

2. Starting and Completion Dates: Any starting dates, completion dates and/or other schedule-related dates set forth in this Contract are estimated and/or approximate only and are not guaranteed by Consumers Energy. Without limiting the generality of the foregoing: (i) whenever the scope of the work includes equipment or materials that Consumers Energy will be ordering from manufacturers or suppliers, then any indicated delivery dates therefor are strictly estimates based entirely on Consumers Energy's current information from the applicable manufacturers or suppliers, which may be subject to change, and any associated starting, completion or other schedule dates are accordingly also estimates only and subject to change; and (ii) any starting, completion or other schedule dates are also contingent in any case upon Customer timely making its premises and facilities and/or any necessary information available to Consumers Energy.

Notwithstanding any other provisions hereof, if no specific dates for performance of the work are set forth in this Contract, and if Consumers Energy determines, in its sole good faith judgment, that Customer has in whole or in part not cooperated with Consumers Energy in scheduling the work for performance within a reasonable time after the date this Contract is entered into (or, if materials or equipment are to be ordered by Consumers Energy before the work can begin, then within a reasonable time after the date the applicable materials or equipment have been received by Consumers Energy), then, regardless of the cause of the delay (and even if otherwise legally excusable), Consumers Energy may, at its option (and in addition to any other rights or remedies that it may have), terminate this Contract in whole or in part by written notice to Customer. In the event of such termination by Consumers Energy, Consumers Energy shall be entitled to receive payment from Customer for: (i) any work performed and/or materials and equipment installed (or acquired by Consumers Energy for the work even if not yet installed) up to the termination date; (ii) any costs, expenses or charges incurred by Consumers Energy as a result of non-cancelable contracts or purchase orders entered into by Consumers Energy in connection with the work, and/or in the nature of restocking charges or the like; and (iii) any other reasonable cancellation costs, expenses and charges; all as reasonably determined by Consumers Energy.

3. Title and Risk of Loss: Title, and all risk of loss or damage, to any materials and equipment that are to be furnished and installed hereunder (or, if applicable, any such items that are to be furnished to Customer without installation, for example, spare parts, if any, that are to be supplied to Customer hereunder) shall pass to Customer at the time the specific materials or equipment in question are delivered to and unloaded at the work site.

4. Invoicing and Payments: Consumers Energy will invoice Customer for the work hereunder at the time(s) specified on the face of this Contract, or, if no time(s) are so specified, then Consumers Energy will invoice Customer in full upon completion of the work. Due date(s) for payment by Customer shall be as set forth on the face of this Contract, or, if no due date(s) are so specified, then Customer shall pay Consumers Energy in full the amount set forth on each invoice within 30 days after the date of such invoice. Any payment not made on or before the due date shall be assessed a late payment charge computed at the higher of the rate of 2% per month or \$15 per each 30 day period or portion thereof, whichever is higher (but in no event higher than the maximum rate that may be permitted by law), for the period such payment remains late, beginning on the date the payment becomes past due and ending on the date when the past due amount is paid in full. CONSUMERS ENERGY RESERVES A PURCHASE MONEY SECURITY INTEREST IN ANY EQUIPMENT OR MATERIALS FURNISHED AND/OR INSTALLED IN THE WORK HEREUNDER, AND IN ALL PROCEEDS THEREOF, AS SECURITY FOR CUSTOMER'S PAYMENT OF ALL SUMS DUE OR THAT MAY BECOME DUE UNDER THIS CONTRACT, UNTIL SUCH TIME AS ALL SUCH SUMS HAVE BEEN PAID BY CUSTOMER TO CONSUMERS ENERGY IN FULL; it being understood that the foregoing does not limit Consumers Energy's rights to claim any other liens (such as but not necessarily limited to a construction lien) to which it may be entitled by law by reason of any nonpayment by Customer.

5. Warranty/Disclaimer: Consumers Energy warrants that the work performed under this Contract will be performed in accordance with accepted industry standards. The sole liability of Consumers Energy and the exclusive remedy of Customer for defective work, under the foregoing warranty or otherwise, shall be re-performance of such work on the same conditions as the original work; subject to the further condition that Customer must notify Consumers Energy in writing of any breach of warranty with respect to the work within thirty days after completion of the work.

It is further expressly understood that the above warranty does not extend in any manner to any equipment or materials furnished in or as part of the work hereunder. If and to the extent that any such equipment or materials carry a warranty from a third party manufacturer or supplier, then, to the extent that such manufacturer's or supplier's warranties may extend to Customer as the end-user, Customer shall have the benefit of such warranties, but Consumers Energy shall in no event itself be deemed liable under any such manufacturers' or suppliers' warranties. It is expressly understood that as between Customer and Consumers Energy, all equipment and materials furnished in or as part of the work hereunder are provided strictly on an AS-IS basis, and the sole warranty thereon shall be the manufacturers' or suppliers' warranty to the extent that there is any such warranty and that the benefit of same accrues to Customer as the end-user.

EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 5, CONSUMERS ENERGY MAKES NO WARRANTIES (EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION THAT CONSUMERS ENERGY MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Without limiting the generality or applicability of any other limitations or disclaimers of liability or remedies set forth above in this Section 5 or elsewhere in this Contract, it is expressly understood that: (i) in no event shall Consumers Energy be responsible for any repairs, replacements, calibrations or other corrections of any kind made by others with respect to the work hereunder; (ii) in no event shall Consumers Energy be liable for any loss or damage whatsoever by reason of its failure to discover, report or modify any latent defects or defects inherent in any facilities, systems or equipment of Customer that are the subject matter of the work; and (iii) if the work under this Contract include the installation of, and/or the performance of any service upon, any type of equipment, in no event shall Consumers Energy have any obligations for breach of warranty or otherwise if Customer fails to transport, store, use, operate or maintain such equipment in accordance with generally accepted industry practices and the provisions of any transportation, storage, use, operating or maintenance instructions provided by the manufacturer or by Consumers Energy.

6. Third Party Indemnity: Customer shall indemnify and hold Consumers Energy, its agents, employees, vendors and subcontractors harmless from and against, and shall at Consumers Energy's option undertake the defense of, any and all claims, losses, liabilities and damages (including but not limited to environmental harm), and any and all associated costs (including but not limited to reasonable attorneys' fees), which may be asserted by any third party against Consumers Energy, or which Consumers Energy may sustain or incur, as a result of the work performed under this Contract, whether based on warranty, contract, tort (including but not limited to negligence), strict liability or otherwise, except liability for bodily injury to persons or damage to property caused solely by the negligence of Consumers Energy, its agents or employees.

7. Limitation of Liability: Without limiting the generality or applicability of any other limitations or disclaimers of liability or remedies set forth herein, it is expressly understood that in no event shall the total liability of Consumers Energy, its agents, employees, vendors and subcontractors, with respect to any and all claims under or arising out of this Contract, or the performance of breach thereof, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, exceed in aggregate the price paid by Customer to Consumers Energy for the work under this Contract, and such liability of Consumers Energy shall in no event include special, indirect, punitive, incidental or consequential damages of any nature (including but not limited to loss of revenue or its use; loss by reason of plant or equipment shutdown or inability to operate at rated capacity; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services outside Consumers Energy's scope of work hereunder; costs of replacement power or capital; claims of Customer's customers; or inventory or use charges) even if Consumers Energy has been advised of the possibility of such damages. This Limitation of Liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth elsewhere herein fail in their essential purpose.

8. Force Majeure: Consumers Energy shall in no event be in breach of contract as a result of any delay in performing, or failure to perform, its obligations if such delay or failure is due to strikes or other labor troubles; any inability to obtain, upon reasonable terms, equipment, materials, parts, components, supplies or transportation for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order, regulations or restrictions imposed by governmental authorities; or any other cause which is beyond Consumers Energy's reasonable control, whether of a similar or dissimilar nature to any of the foregoing and whether or not existing or foreseeable at the time this Contract is entered into. Consumers Energy shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers Energy's obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonable necessary to enable Consumers Energy to resume performance of its obligations.

9. Taxes: If Consumers Energy is at any time required by applicable law or regulation to pay or collect any federal, state or local sales, use, gross receipts, excise or similar taxes with respect to the work, equipment or materials supplied or consumed therein, or the prices, rates or charges therefor under this Contract, then such taxes shall, upon demand, be paid by the Customer to Consumers Energy in addition to the prices, rates and/or charges set forth in this Agreement.

10. Independent Contractor Relationship: In the performance of the work hereunder, Consumers Energy shall be deemed to be an independent contractor.

11. Avoiding Interference; Worksite Conditions: Customer shall provide Consumers Energy and its subcontractors with full, unimpeded and timely access to the worksite for the performance of the work, and shall do all necessary or appropriate coordination with other contractors, vendors, Customer's own personnel and/or others as may be needed to avoid delaying Consumers Energy or its subcontractors in, or other interference with, the performance of the work. Customer shall provide a safe and proper worksite, compliant with all applicable laws, orders, rules and regulations of any governmental authority, for Consumers Energy's personnel, agents and/or subcontractors.

12. Assignment and Subcontracting: Any assignment or other transfer of this Contract or any part thereof by Customer without the previous written consent of Consumers Energy shall be void. Consumers Energy may subcontract any services hereunder.

13. Default: If Customer defaults in the timely performance of any of its obligations hereunder, then Consumers Energy may, at its option, and in addition to any and all other rights or remedies it may have hereunder or at law or equity, terminate this Contract by written notice to Customer.

14. Governing Law; Actions; Etc.: This Contract shall be deemed a Michigan contract and shall be governed by and interpreted in accordance with the laws of the State of Michigan; excluding any conflicts of laws principles that would result in this Contract being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Contract shall be exclusively in the courts of the State of Michigan or a Federal court sitting in the State of Michigan. Any legal action against Consumers Energy relating to this Contract or the breach thereof shall be commenced within one year from the date on which the claimed breach, default or other cause of action arose (and, without limiting the foregoing, in all events not later than one year after the date of completion or other cessation of performance of the work hereunder). This Contract is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein. The section headings in this Contract are included for reference only; they shall not limit or restrict the interpretation and construction of any of the provisions of this Contract.

15. Entire Agreement; Changes: With respect to the subject matter hereof, this Contract supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire agreement between the parties. No part of any purchase order, request for proposals or other documents issued by Customer shall be binding upon Consumers Energy or affect its rights or obligations hereunder. The terms of this Contract shall not be changed, superseded or supplemented, except in writing signed by authorized representatives of Consumers Energy and Customer.

16. Electronic Documents: After the Contract has been duly signed, delivered and received, by either party to the other party by means of telecopy (fax) transmission or attached to an e-mail (or similar electronic transmission) in an unalterable image format, the Contract shall be considered as validly delivered as the physical delivery of the signed Contract in paper form. In addition, it is further understood that this Contract may at Consumers Energy's option be imaged and stored electronically by Consumers Energy and introduced as evidence in any proceeding as if an original business record; and Customer will not object to the admissibility of such an image as evidence in any proceeding on account of having been stored electronically.

RESOLUTION NO.

**AUTHORIZING PURCHASE AGREEMENT AND PAYMENT TO
CONSUMERS ENERGY FOR PROCUREMENT AND INSTALLATION SERVICES OF 800kW
GENERATOR AND 2000kVA TRANSFORMER
FOR USE AT THE WATER TREATMENT FACILITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Capital Fund, the acquisition and installation of an Emergency Standby Generator and Transformer, and

WHEREAS, the existing alternate electrical supply is not cost effective to maintain, and

WHEREAS, procurement and installation of a new Emergency Standby Generator and Transformer is the best long term option for an alternate electrical source of supply, and

WHEREAS, Consumers Energy has competitively Bid the acquisition and installation services for the Emergency Generator and Transformer, and the Director of Public Services & Utilities has reviewed the competitive Bid proposals, and recommends authorizing Consumers Energy to acquire and install the requested Emergency Generator and Transformer for use at the Wastewater Treatment Facility.

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 Consumers Energy for the purchase and installation of an 800kW generator system and a 1000kVA transformer.
- SECOND: The accounts payable department is authorized to submit payment to Consumers Energy purchase and installation of the new 800kW Cummins generator system and 2000kVA transformer in the amount of \$371,100.00, plus a contingency amount of \$7,000.00 with prior written approval, for a total of \$378,100.00.
- THIRD: The above expenses shall be paid from account no. 599-901-975.000.



MEMORANDUM

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

DATE: May 2, 2019

TO: Owosso City Council

FROM: Josh Adams; Executive Director, Owosso Main Street/DDA

SUBJECT: Façade Grant Construction Contract Extension with First Contracting, Inc.

RECOMMENDATION:

Extended the Construction Contract with First Contracting, Inc. from July 15, 2019 to August 9, 2019

BACKGROUND:

The City and Owosso Main Street/DDA has been working with First Contracting, Inc. and the Michigan Economic Development Corporation (MEDC) to implement the 2018-2019 Owosso MEDC/CDBG Façade Grant.

During renovation and restoration activities, First Contracting, Inc. has run into product ordering delays (doors & windows) as well as weather delays. As a result, the proposed construction completion date has changed from July 15, 2019 to August 9, 2019. The proposed extension will give the contractor the appropriate amount of time to complete their scope of work.

FISCAL IMPACTS:

50% of the above facade expenses are paid for by the State of Michigan MEDC/CDBG funds. The other 50% will be paid for by the property/building owners. Private dollars will be placed in an escrow account before construction begins.

ID	Task Name	Duration	Start	Finish	February March April May June July August											
1	Owosso Façade	133 days	Mon 2/4/19	Fri 8/9/19												
2	Submittals	35 days	Mon 2/4/19	Fri 3/22/19												
3	Demo/ Rough Carpentry	20 days	Wed 4/3/19	Tue 4/30/19												
4	@ 115 N Washington	5 days	Wed 4/3/19	Tue 4/9/19												
5	@ 114 N Washington	5 days	Wed 4/10/19	Tue 4/16/19												
6	@ 114 W Main	10 days	Wed 4/17/19	Tue 4/30/19												
7	Masonry	55 days	Mon 4/8/19	Mon 6/24/19												
8	@ 115 N Washington	15 days	Mon 4/8/19	Fri 4/26/19												
9	@ 114 N Washington	15 days	Mon 4/29/19	Fri 5/17/19												
10	@ 114 W Main	25 days	Mon 5/20/19	Mon 6/24/19												
11	Windows/ Storefront	20 days	Wed 5/1/19	Wed 5/29/19												
12	@ 115 N Washington	5 days	Wed 5/1/19	Tue 5/7/19												
13	@ 114 W Main	15 days	Wed 5/8/19	Wed 5/29/19												
14	Finish Carpentry	40 days	Wed 5/1/19	Wed 6/26/19												
15	@ 115 N Washington	10 days	Wed 5/1/19	Tue 5/14/19												
16	@ 114 N Washington	15 days	Wed 5/15/19	Wed 6/5/19												
17	@ 114 W Main	15 days	Thu 6/6/19	Wed 6/26/19												
18	Paint/ Elastomeric Coating	20 days	Wed 6/26/19	Wed 7/24/19												
19	@ 115 N Washington	20 days	Wed 6/26/19	Wed 7/24/19												
20	@ 114 N Washington	20 days	Wed 6/26/19	Wed 7/24/19												
21	@ 114 W Main	20 days	Wed 6/26/19	Wed 7/24/19												
22	Electrical @ ALL Buildings	5 days	Wed 7/17/19	Tue 7/23/19												
23	Awnings/ Signage	13 days	Wed 7/24/19	Fri 8/9/19												
24	Punch	13 days	Wed 7/24/19	Fri 8/9/19												

Project: Owosso Façade Date: Tue 3/26/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

**AUTHORIZING THE MEDC/CDBG FACADE GRANT CONSTRUCTION CONTRACT
EXTENSION WITH FIRST CONTRACTING, INC.
FOR FAÇADE RENOVATION AT 114 N. WASHINGTON STREET, 115 N. WASHINGTON STREET,
AND 114 W. MAIN STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires general contract and construction services for the implementation of the MEDC Facade Grant; and

WHEREAS, the city sought bids from general contractors to conduct the work on 114 N. Washington Street, 115 N. Washington Street, and 114 W. Main Street proposed by H2A Architects of Davison, Michigan for the purpose of facade renovation; and

WHEREAS, it is hereby determined that First Contracting, Inc. of Ovid, Michigan is qualified to provide such services and have submitted the lowest responsible and responsive bid; 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 award the facade renovation of 114 N. Washington Street, 115 N. Washington Street, and 114 W. Main Street.

- SECOND The City of Owosso has heretofore determined that it is advisable to extend the construction contract with First Contracting, Inc. from July 15, 2019 to August 9, 2019



MEMORANDUM

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

DATE: May 2, 2019

TO: Owosso City Council

FROM: Josh Adams; Executive Director, Owosso Main Street/DDA

SUBJECT: Façade Grant Architectural Services Increase

RECOMMENDATION:

Allow for a contractual increase in architectural services for H2A Architects.

BACKGROUND:

The City and Owosso Main Street/DDA has been working with H2A Architects, and the Michigan Economic Development Corporation (MEDC) to implement the 2018-2019 Owosso MEDC/CDBG Façade Grant.

Throughout the façade grant process, property owners have requested additional meetings, revisions, and site visits that have resulted in the fulfillment of the allotted hours in H2A's original contract. As a result, an additional \$4,980.00 increase in services is needed to see the grant through to completion. Property owners will be responsible for 100% of the increase.

FISCAL IMPACTS:

50% of the above facade expenses are paid for by the State of Michigan MEDC/CDBG funds. The other 50% will be paid for by the property/building owners. Private dollars will be placed in an escrow account before construction begins.

City of Owosso

Façade Projects Phase 005

(005 Construction Phase Assist)

A/E Fees

EXHIBIT 'C'

2/20/2018

Revised 4/4/18

Revised 11/29/18

Building	Budgeted Hours	Original NTE	Fee Balance Remaining	Increase Requested
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Century 21 114 N. Washington	114 N. Washington St.			
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Construction Documents	60	\$ 7,200.00		
Bid and Award Assist	4	\$ 480.00		
Construction Administration Project Review*	12	\$ 1,440.00		\$ 1,350.00
*Allowance for (3) site visits and Q&A	76	\$ 9,120.00	\$ 107.00	

Edward Jones 115 N. Washington	115 N. Washington Street			
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Construction Documents	70	\$ 8,400.00		
Bid and Award Assist	4	\$ 480.00		
Construction Administration Project Review*	12	\$ 1,440.00		\$ 750.00
*Allowance for (3) site visits and Q&A	86	\$ 10,320.00	\$ 708.25	

Christian Market 114 W. Main	114 W. Main Street			
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Construction Documents	130	\$ 15,600.00		
Bid and Award Assist	4	\$ 480.00		
Construction Administration Project Review*	24	\$ 2,880.00		\$ 2,880.00
*Allowance for (3) site visits and Q&A	158	\$ 18,960.00	\$ 9.50	

TOTAL ALL PROJECTS			\$ 824.75	\$ 4,980.00
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**A RESOLUTION TO APPROVE THE INCREASE OF PROFESSIONAL DESIGN SERVICES
FOR THE 2017-18 OWOSSO FAÇADE PROJECT**

WHEREAS, the City of Owosso recognizes the importance of its downtown as it relates to the economic and cultural development of the community, as well as the overall quality of life; and

WHEREAS, the Owosso Master Plan indicates that investment in the downtown structures so that they can sustain modern economic and residential functions in the new economy is essential to the community's future; and

WHEREAS, six properties received façade grant support from the Michigan Economic Development Corporation, with such properties listed as follows:

114 W. Main St.
114 N. Washington St.
115 N. Washington St.

WHEREAS, additional professional design services for construction documents and architectural service are required, with the description of such services attached as submitted by Jackie Hoist, AIA of H2A Architects, Inc.; and

WHEREAS, the city finds H2A Architects, Inc. to have the necessary qualifications to perform the work as well as competitive pricing given the uncertain nature of the project; and

WHEREAS, the property owners will be responsible for 100% the increases costs associated with their respective façade 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 engage the services of H2A Architects, Inc. for the increase of professional architectural services for the Downtown Façade Improvements.
- SECOND: The mayor and city clerk are instructed and authorized to sign the increase of professional services agreement between the city of Owosso, Michigan and H2A Architects, Inc. in the amount of \$4,980.00.



Warrant 568

April 30, 2019

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation insurance-1 of 4 for FY 19/20	Various	\$27,947.00
		Total	\$27,947.00

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 04/01/2019 - 04/30/2019

Check Date	Check	Vendor Name	Description	Amount
GENERAL FUND (POOLED CASH)				
04/05/2019	131098	ADVANCED DRAINAGE SYSTEMS INC	HEAT SHIELD FOR LOW PRESSURE BLOWER PIPE	\$ 65.55
04/05/2019	131099	AMERICAN SPEEDY PRINTING	WORK ORDERS (1000)	\$ 110.26
04/05/2019	131100	ASCENSION MICHIGAN CORPORATE SERVICE	ACLS UPDATES/RECERT-LOUND/PLATNER/MATTHIES	\$ 525.00
04/05/2019	131101	BARTZ EXCAVATING	BD Bond Refund	\$ 50.00
04/05/2019	131102	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$ 115.40
04/05/2019	131103	CLEAN AIR CONCEPTS	PARTS TO REPAIR TAIL PIPE ATTACHMENT	\$ 663.57
04/05/2019	131104	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 189.00
04/05/2019	131105	D & D TRUCK & TRAILER PARTS	PARTS	\$ 2,009.12
04/05/2019	131106	DURAND AUTO PARTS	FITTINGS	\$ 271.78
04/05/2019	131107	FIFTH THIRD BANK LEGAL ENTRY	SUBPOENA RESEARCH BILLING	\$ 40.29
04/05/2019	131108	FINKBEINER, LOGAN	PHTLS REFRESHER CLASS REIMBURSEMENT	\$ 150.00
04/05/2019	131109	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION	\$ 731.25
04/05/2019	131110	HOME DEPOT CREDIT SERVICES	SUPPLIES/MATERIALS	\$ 474.01
04/05/2019	131111	LAMPHERE'S	AMR METER INSTALLS	\$ 3,820.10
04/05/2019	131112	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP-KEVIN LENKART-5/1/19-4/30/20	\$ 115.00
04/05/2019	131113	MID MICHIGAN CHIEFS OF POLICE ASSOIATION	MEMBERSHIP-KEVIN LENKART	\$ 25.00
04/05/2019	131114	MISDU	PAYROLL DEDUCTIONS	\$ 1,228.26
04/05/2019	131115	OWOSSO BOLT & BRASS CO	PARTS	\$ 146.52
04/05/2019	131116	OWOSSO PUBLIC SCHOOLS	DELINQUENT PERSONAL PROPERTY DISBURSEMENT	\$ 67.68
04/05/2019	131117	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$ 4,282.36
04/05/2019	131118	SHIAWASSEE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY TAX	\$ 53.17
04/05/2019	131119	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL SERVICES	\$ 614.76
04/05/2019	131120	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$ 155.55
04/05/2019	131121	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 4,587.93
04/05/2019	131122	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$ 270.00
04/05/2019	131123	TERRY M BACK	TIRE REPAIRS	\$ 175.00
04/05/2019	131124	TITUS WELDING COMPANY INC	REPLACE OPERATING COMPONENTS OF 2 PRIMARY CLARIFIERS	\$ 61,318.60
04/05/2019	131125	TRI-COUNTY ASSESSOR'S ASSOCIATION	APPRAISAL REVIEW FOR OFFICE BUILDINGS-TREENA CHICK	\$ 30.00
04/05/2019	131126	WIN'S ELECTRICAL SUPPLY OF OWOSSO	PARTS	\$ 574.43
04/05/2019	4181(A)	THE ACCUMED GROUP	AMBULANCE BILLING SERVICES	\$ 783.90
04/05/2019	4182(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-72/HRS	\$ 1,317.60
04/05/2019	4183(A)	THE BANK OF NEW YORK MELLON	PAYING AGENT FEE-2009 GENERAL OBLIGATION BONDS	\$ 750.00
04/05/2019	4184(A)	BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	\$ 1,833.67
04/05/2019	4185(A)	C & B AIR COMPRESSORS	OIL/AIR FILTERS	\$ 1,224.00
04/05/2019	4186(A)	C D W GOVERNMENT INC	AUTO CAD LT FOR ENGINEERING	\$ 457.35
04/05/2019	4187(A)	C E & A PROFESSIONAL SERVICES INC	RANDOM DOT TESTING	\$ 494.92
04/05/2019	4188(A)	CAPITAL CONSULTANTS	MECHANISM TESTING FOR PRIMARY CLARIFIERS	\$ 3,100.00
04/05/2019	4189(A)	CARMEUSE LIME	BULK PEBBLE QUICKLIME-39.15/TONS	\$ 5,269.99
04/05/2019	4190(A)	CENTRON DATA SERVICES INC	WATER/SEWER BILLS PRINTING AND MAILING SERVICES	\$ 4,072.60
04/05/2019	4191(A)	CINTAS CORPORATION #308	FLOOR MATS	\$ 45.27

04/05/2019	4192(A)	COBAN TECHNOLOGIES INC	FUSION SYSTEM WITH 3 YEAR SERVICE WARRANTY	\$	2,995.00
04/05/2019	4193(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	28,632.04
04/05/2019	4194(A)	D & G EQUIPMENT INC	PARTS	\$	84.45
04/05/2019	4195(A)	DORNBOS SIGN INC	HOSPITAL SIGNS (3)	\$	240.57
04/05/2019	4196(A)	EJ USA INC	WATER INVENTORY FOR HIGH SCHOOL TAP	\$	725.70
04/05/2019	4197(A)	ETNA SUPPLY COMPANY	WATER INVENTORY/WATER MAIN PARTS	\$	46,591.77
04/05/2019	4198(A)	FASTENAL COMPANY	PARTS	\$	338.99
04/05/2019	4199(A)	FISHER SCIENTIFIC CO	LAB SUPPLIES	\$	216.78
04/05/2019	4200(A)	GOYETTE MECHANICAL	BOILER REPAIR	\$	1,678.19
04/05/2019	4201(A)	GRAINGER, INC.	SUPPLIES	\$	557.82
04/05/2019	4202(A)	J & H OIL COMPANY	FUEL PE 3/31/19	\$	4,258.91
04/05/2019	4203(A)	JACK DOHENY SUPPLIES INC	PARTS FOR JETTER TRUCK	\$	2,630.77
04/05/2019	4204(A)	LIFELOC TECHNOLOGIES INC	SUPPLIES	\$	35.00
04/05/2019	4205(A)	LUDINGTON ELECTRIC INC	ELECTRICAL WORK	\$	692.27
04/05/2019	4206(A)	MCMASTER-CARR SUPPLY CO	SUPPLIES	\$	105.54
04/05/2019	4207(A)	1ST CHOICE AUTO PARTS INC	PARTS	\$	172.74
04/05/2019	4208(A)	NATIONAL VISION ADMINISTRATORS LLC	APRIL 2019 VISION INSURANCE PREMIUM	\$	490.65
04/05/2019	4209(A)	NEOFUNDS BY NEOPOST	POSTAGE	\$	2,000.00
04/05/2019	4210(A)	NEOPOST USA INC	PARTS	\$	42.78
04/05/2019	4211(A)	NCL OF WISCONSIN INC	LAB SUPPLIES	\$	364.31
04/05/2019	4212(A)	OFFICE DEPOT	SUPPLIES	\$	231.78
04/05/2019	4213(A)	OLIN CORPORATION	SODIUM HYPOCHLORITE	\$	2,902.66
04/05/2019	4214(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	195.00
04/05/2019	4215(A)	PHP INSURANCE COMPANY	APRIL 2019 HEALTH INSURANCE PREMIUM	\$	98,054.28
04/05/2019	4216(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,201.67
04/05/2019	4217(A)	PVS NOLWOOD CHEMICALS INC	SODIUM METHABISULFITE	\$	1,572.68
04/05/2019	4218(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	3,552.52
04/05/2019	4219(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE REPAIRS/MAINTENANCE	\$	894.90
04/05/2019	4220(A)	REPUBLIC SERVICES #237	APRIL 2019-REFUSE SERVICE	\$	346.40
04/05/2019	4221(A)	RICHARDSON BUSINESS SOLUTIONS	NAME CARDS	\$	29.00
04/05/2019	4222(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	VEHICLE REPAIRS/MAINTENANCE	\$	2,512.59
04/05/2019	4223(A)	SLC METER LLC	AMR PROJECT MATERIALS	\$	1,057.86
04/05/2019	4224(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	199.86
04/05/2019	4225(A)	BRYAN GLEN THOMAS	ELECTRICAL INSPECTIONS	\$	500.00
04/05/2019	4226(A)	UNIQUE PAVING MATERIALS CORP	COLD PATCH-48.22/TONS	\$	4,718.33
04/05/2019	4227(A)	UNITED STATES PLASTIC CORP	BUTTERFLY VALVES (2)	\$	478.41
04/05/2019	4228(A)	USA BLUE BOOK	GASKETS (30)	\$	194.16
04/05/2019	4229(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-67.5/HRS	\$	1,235.25
04/18/2019	131127	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	884.34
04/18/2019	131128	THE ARGUS-PRESS	PRINTING OF LEGAL NOTICES ETC	\$	465.00
04/18/2019	131129	PARK PLACE PROPERTY LLC	UB refund for account: 2532390002	\$	581.61
04/18/2019	131130	HOORNSTRA ANGELA	UB deposit refund for account: 344307000	\$	75.00
04/18/2019	131131	CALEDONIA CHARTER TOWNSHIP	PAYMENT PURSUANT TO 2006 WATER DISTRICT AGREEMENT	\$	33,073.14
04/18/2019	131132	CENTER FOR TECHNOLOGY & TRAINING	2019 BRIDGE ASSET MGT WORKSHOP-CLAYTON WEHNER	\$	40.00
04/18/2019	131133	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40
04/18/2019	131134	CHEMICAL BANK	2010 GO BONDS PAYMENT	\$	16,266.25

04/18/2019	131135	CITY OF CORUNNA	ANNUAL MAINTENANCE SHIAWASSEE RIVER TRAIL	\$	6,873.23
04/18/2019	131136	DAYSTARR COMMUNICATIONS	MAY 2019-PHONE AND BROADBAND INTERNET SERVICE	\$	944.12
04/18/2019	131137	DOWNTOWN DEVELOPMENT AUTHORITY	2018 WINTER TAX CAPTURE	\$	29,938.71
04/18/2019	131138	FIRST BANKCARD	EDUCATION EXPENSES	\$	929.55
04/18/2019	131139	VOID-WRONG VENDOR		\$	-
04/18/2019	131140	MCGREGOR DAMIAN	BIKE	\$	50.00
04/18/2019	131141	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT COMPENSATION INSURANCE	\$	3,992.49
04/18/2019	131142	MISDU	PAYROLL DEDUCTIONS	\$	1,228.26
04/18/2019	131143	SHIAWASSEE COUNTY TREASURER	TAX PAYMENT	\$	1,082.58
04/18/2019	131144	SOUTHSIDE CAR WASH	CAR WASHES	\$	192.00
04/18/2019	131145	SPARTAN STORES LLC	SUPPLIES	\$	19.14
04/18/2019	131146	SPRINT COMMUNICATIONS	CELL PHONE SERVICE-3/7/19-4/6/19	\$	393.34
04/18/2019	131147	UNITED PARCEL SERVICE	SHIPPING FEES	\$	9.90
04/18/2019	131148	VALLEY LUMBER	MATERIALS	\$	319.87
04/18/2019	131150	VOID-WRONG VENDOR		\$	-
04/18/2019	131151	VOID-WRONG AMOUNT		\$	-
04/18/2019	131152	VOID-WRONG VENDOR		\$	-
04/18/2019	131153	FIRST BANKCARD	EDUCATION EXPENSES	\$	198.00
04/18/2019	4230(A)	THE ACCUMED GROUP	MARCH 2019-AMBULANCE BILLING SERVICES	\$	5,887.33
04/18/2019	4231(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-38.5/HRS	\$	704.55
04/18/2019	4232(A)	B S & A SOFTWARE	INVENTORY PROGRAM-SETUP AND TRAINING	\$	2,135.00
04/18/2019	4233(A)	THE BANK OF NEW YORK MELLON TRUST COMPANY	2009 LTGO BONDS PAYMENT(DDA TO REIMBURSE)	\$	61,182.50
04/18/2019	4234(A)	THE BANK OF NEW YORK MELLON	2013 UNLIMITED TAX GENERAL OBLIGATION BONDS PAYMENT	\$	17,672.50
04/18/2019	4235(A)	HEATHER DAWN BROOKS	SIGNS FOR CLOSING SIDEWALK AT CITY HALL	\$	112.00
04/18/2019	4236(A)	CAPITAL CONSULTANTS	ENGINEERING SERVICES	\$	11,124.72
04/18/2019	4237(A)	CARMEUSE LIME	BULK PEBBLE QUICKLIME-38.15/TONS	\$	5,135.38
04/18/2019	4238(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	45.27
04/18/2019	4239(A)	COBAN TECHNOLOGIES INC	LICENSE RENEWAL	\$	959.00
04/18/2019	4240(A)	COMPLUS DATA INNOVATIONS INC	PARKING TICKET MANAGEMENT SYSTEM SERVICE	\$	589.21
04/18/2019	4241(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	28,345.15
04/18/2019	4242(A)	VOID-CREATED FROM CHECK RUN PROCESS		\$	-
04/18/2019	4243(A)	DALTON ELEVATOR LLC	CYLINDER RENT/SUPPLIES	\$	528.15
04/18/2019	4244(A)	DELAU FIRE & SAFETY INC	SEMI-ANNUAL INSPECTION SERVICE	\$	257.00
04/18/2019	4245(A)	DELL MARKETING LP	LAPTOP AND DOCKING STATION FOR CLERKS OFFICE	\$	1,068.00
04/18/2019	4246(A)	DETROIT AIR COMPRESSOR COMPANY	VERTICAL AIR TANK	\$	1,947.58
04/18/2019	4247(A)	DETROIT SALT COMPANY LLC	ROAD SALT-154.14/TONS	\$	8,090.81
04/18/2019	4248(A)	ED BIRKMEIER WELL DRILLING LTD	HINTZ WELL-FIELD REHAB	\$	25,141.64
04/18/2019	4249(A)	EMPLOYEE BENEFIT CONCEPTS INC	APRIL 2019-FSA ADMIN FEE	\$	110.25
04/18/2019	4250(A)	ETNA SUPPLY COMPANY	WATER PARTS	\$	2,727.63
04/18/2019	4251(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$	8,826.44
04/18/2019	4252(A)	J & H OIL COMPANY	REC GAS/LUBES	\$	2,260.32
04/18/2019	4253(A)	JACK DOHENY SUPPLIES INC	PARTS	\$	359.00
04/18/2019	4254(A)	KODIAK EMERGENCY EQUIPMENT INC	PARTS	\$	147.17
04/18/2019	4255(A)	LOGICALIS INC	MARCH 2019-NETWORK ADMINISTRATOR/ENGINEERING SERVICES	\$	5,488.00
04/18/2019	4256(A)	LUDINGTON ELECTRIC, INC.	NEW OUTLET IN TREASURES DEPARTMENT	\$	192.54
04/18/2019	4257(A)	MEI TOTAL ELEVATOR SOLUTIONS	TROUBLE CALL-CITY HALL ELEVATOR	\$	612.96

04/18/2019	4258(A)	MEYER ELECTRIC INC	SWITCH PUMP VFDS	\$	640.00
04/18/2019	4259(A)	OFFICE DEPOT	SUPPLIES	\$	132.99
04/18/2019	4260(A)	OWOSSO CHARTER TOWNSHIP	PAYMENT PURSUANT TO 2011 WATER AGREEMENT	\$	13,291.62
04/18/2019	4261(A)	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	\$	854.25
04/18/2019	4262(A)	PROFESSIONAL PUMP, INC.	PUMP REPAIR	\$	3,595.00
04/18/2019	4263(A)	SAFEBUILT MICHIGAN LLC	MARCH 2019 BUILDING DEPARTMENT SERVICES	\$	9,986.67
04/18/2019	4264(A)	U S BANK NA	2017 UTGO BONDS PAYMENT	\$	286,182.50
04/18/2019	4265(A)	U S BANK, N A	2012B WATER REVENUE BONDS PAYMENT	\$	28,156.25
04/18/2019	4266(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-3/1/19-3/15/19	\$	8,568.85
04/18/2019	4267(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-35/HRS	\$	640.50
04/25/2019	131149	VOID-WRONG DATE		\$	-
04/26/2019	131154	H K ALLEN PAPER CO	SUPPLIES	\$	854.39
04/26/2019	131155	BURK DIANA	UB refund for account: 1757500013	\$	81.40
04/26/2019	131156	BLANCHETT JOHN/CONNIE	UB refund for account: 2089140002	\$	257.40
04/26/2019	131157	SCHLEUSENER ABBIGAIL	UB refund for account: 1013000006	\$	70.00
04/26/2019	131158	ATA NATIONAL TITLE	UB refund for account: 1822000001	\$	88.00
04/26/2019	131159	DRAKE BRIAN	UB refund for account: 2471640006	\$	22.31
04/26/2019	131160	FALL JUDY	UB refund for account: 1432040012	\$	5.00
04/26/2019	131161	BROWN TERRI	UB refund for account: 2124690004	\$	209.60
04/26/2019	131162	DUNKIN TIMOTHY	UB refund for account: 2726790002	\$	18.93
04/26/2019	131163	HOLLAND BARB	UB refund for account: 1752500011	\$	140.00
04/26/2019	131164	ELDRED KYLE	UB refund for account: 3184070001	\$	110.00
04/26/2019	131165	HETFIELD KODY	UB refund for account: 2367690004	\$	234.61
04/26/2019	131166	CLARKE MICHAEL	UB refund for account: 1206500001	\$	12.45
04/26/2019	131167	MULLANEY JOSEPH	UB refund for account: 2335844502	\$	30.76
04/26/2019	131168	PLESSINGER MARJORIE	UB refund for account: 3919570001	\$	41.64
04/26/2019	131169	MOLNAR GARY	UB refund for account: 1228500009	\$	5.47
04/26/2019	131170	DAVID MILLER TRUST	UB refund for account: 2580500017	\$	7.61
04/26/2019	131171	MILLER DAVE	UB refund for account: 1433500005	\$	8.56
04/26/2019	131172	PLOWMAN JOHN	UB refund for account: 1432040014	\$	80.00
04/26/2019	131173	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40
04/26/2019	131174	DELTA DENTAL PLAN OF MICHIGAN	MAY 2019-DENTAL INSURANCE PREMIUM	\$	3,690.56
04/26/2019	131175	HI QUALITY GLASS, INC	PARTS	\$	150.00
04/26/2019	131176	MICHIGAN HOOD CLEANING LLC	CLEANING OF KITCHEN EXHAUST	\$	375.00
04/26/2019	131177	MISDU	PAYROLL DEDUCTIONS	\$	1,228.26
04/26/2019	131178	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$	155.55
04/26/2019	131179	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$	4,581.33
04/26/2019	131180	STATE OF MICHIGAN	TRAFFIC SIGNAL ENERGY-10/1/18-12/31/19	\$	480.37
04/26/2019	131181	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$	300.00
04/26/2019	131182	THE TOWN TUB, INC.	FUEL	\$	130.28
04/26/2019	131183	UNITED PARCEL SERVICE	SHIPPING	\$	26.53
04/26/2019	4268(A)	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$	98.00
04/26/2019	4269(A)	AMAZON CAPITAL SERVICES	RECORD BOOK	\$	68.46
04/26/2019	4270(A)	APPLIED SPECIALTIES INC	ANNUAL SUPPLY OF LIMECURE-25	\$	4,603.50
04/26/2019	4271(A)	MICHAEL LEVERE ASH	SCHOOL LIAISON OFFICER-73/HRS	\$	1,335.90
04/26/2019	4272(A)	BODMAN PLC	LABOR RELATIONS	\$	1,371.25

04/26/2019	4273(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 2,844.81
04/26/2019	4274(A)	DETROIT SALT COMPANY LLC	ROAD SALT-156.04/TONS	\$ 8,190.54
04/26/2019	4275(A)	FRONT LINE SERVICES, INC.	PARTS	\$ 24.95
04/26/2019	4276(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	MARCH 2019 SUPPLIES	\$ 316.40
04/26/2019	4277(A)	J & H OIL COMPANY	FUEL PE 4/15/19	\$ 4,566.81
04/26/2019	4278(A)	KODIAK EMERGENCY EQUIPMENT INC	REPAIR TO TOWER 1	\$ 781.14
04/26/2019	4279(A)	LANDMARK SURVEYING PC	SURVEY	\$ 800.00
04/26/2019	4280(A)	NEOPOST USA INC	FOLDING MACHINE-MAINTENANCE-5/17/19-5/16/20	\$ 1,044.00
04/26/2019	4281(A)	OLIN CORPORATION	SODIUM HYPOCHLORITE	\$ 4,437.93
04/26/2019	4282(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$ 195.00
04/26/2019	4283(A)	PHP INSURANCE COMPANY	MAY 2019-HEALTH INSURANCE PREMIUM	\$ 60,494.17
04/26/2019	4284(A)	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	\$ 419.78
04/26/2019	4285(A)	RUBOB'S INC	MARCH 2019-PUBLIC SAFETY DRY CLEANING AND LAUNDRY SERVICES	\$ 336.55
04/26/2019	4286(A)	US BANCORP GOVERNMENT LEASING AND FINANCE INC	AUTOMATIC METER READING SYSTEM ANNUAL PAYMENT	\$ 150,919.06
04/26/2019	4287(A)	VERIZON WIRELESS	MODEM FEES-PUBLIC SAFETY-3/11/19-4/10/19	\$ 380.27
04/26/2019	4288(A)	VERIZON WIRELESS	MODEM FEES-AMR PROJECT-3/11/19-4/10/19	\$ 157.96
04/26/2019	4289(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-4/1/19-4/15/19	\$ 8,668.16
04/26/2019	4290(A)	MICHAEL GENE WHEELER	SCHOOL LIAISON OFFICER-71.5/HRS	\$ 1,308.45

(6 Checks Voided)

Total of 191 Disbursements:

\$ 1,224,185.68

OWOSSO HISTORICAL FUND

04/05/2019	5216	AMERICAN SPEEDY PRINTING	FOAMBOARD WATERWAYS COVER STOCK	\$ 30.00
04/05/2019	5217	ROBERT V DORAN-BROCKWAY	DDA TRIP TO SEATTLE UBER/PARKING/FUEL	\$ 131.84
04/05/2019	5218	ENGINEERED PROTECTION SYSTEMS INC	ALARM MONITORING-3/1/19-5/31/19	\$ 63.00
04/05/2019	5219	DEBBIE HEBERT	MARCH 2018 RECORDING SERVICES	\$ 49.00
04/05/2019	5220	LAMPHERE'S	REPLACE FAUCETS/CLEAN DRAINS	\$ 504.58
04/05/2019	5221	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$ 243.62
04/18/2019	5222	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 544.94
04/18/2019	5223	DEBBIE HEBERT	APRIL 2019-RECORDING SERVICES	\$ 49.00

Total of 8 Disbursements:

\$ 1,615.98

REPORT TOTALS:

(6 Checks Voided)

Total of 199 Disbursements:

\$ 1,225,801.66



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

DATE: 5.6.19
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: Professional services agreement with CIP Planning

BACKGROUND:

With the departure of the Assistant City Manager, staff reviewed options to satisfy the city's need for a professional planner. The previous Assistant CM had extensive planning experience that the city benefitted from...greatly. From my perspective, the city had three options:

1. Hire an assistant city manager and hope for some submittals that had planning experience.
2. Hire an assistant city manager and train them on the job to handle the city's planning and land-use needs.
3. Reclassify the position as Assistant to the City Manager and sign a professional services agreement with a planning consultant to serve as the city's zoning administration.

RECOMMENDATION:

I recommend option 3. As part of the process of selecting a consultant, the city released a request for proposals from planning consultants across the state. Five submittals were received and evaluated:

1. Spicer Group
2. Wade Trim
3. CIB Planning
4. Rowe
5. Safebuilt

I recommend hiring CIB Planning because of their current and previous experience in re-writing the city's master plan as well as their favorable hourly rates and application review fees compared to the other 4 proposals

FISCAL IMPACT:

Much like building department related activities, city administrations seek to create a fee structure that pays for the work to be completed. This way, the city's taxpayers are not subsidizing a developer's plan review costs. The following excerpt of the city's fee schedule represents the changes necessary:

Additionally, there would be an hourly fee structure as follows for consultants to attend Planning Commission meetings and meeting with city staff where such fees are not covered by the proposed changes to the city's Community Development Fee Schedule:

President	\$138.00
VP	\$124.00
Director of Planning	\$120.00
Director of Marketing	\$120.00
Senior Planner	\$98.00
Planner	\$89.00
Assistant Planner	\$75.00
Subconsultants	At firm's rate

**PROFESSIONAL SERVICES AGREEMENT FOR
ONGOING PLANNING, ZONING AND DEVELOPMENT ADVISORY SERVICES**

THIS AGREEMENT, entered into this 6th day of May 2019, A.D., by and between the CITY OF OWOSSO, State of Michigan, hereinafter referred to as "City" and CIB PLANNING, INC., a Michigan Corporation, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, the City desires to engage the Consultant to render professional services for the City; and

WHEREAS, the Consultant desires to provide said services and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION I. SCOPE OF SERVICES.

The Consultant shall perform the specified services under this Contract to provide on-going or on-call professional planning, zoning, and development advisory assistance, as noted in Sections III and IV below.

SECTION II. TERM OF AGREEMENT

The Consultant shall perform the specified on-going planning services under this Contract, which shall be in effect for three (3) years that can be mutually extended on an annual basis each year on or around the date of contract execution. The Consultant shall carry out activities described below or in separate "Work Orders" in a satisfactory and proper manner.

SECTION III. DEVELOPMENT REVIEW SERVICES

Upon request by the City and provision of an application, the Consultant shall provide written technical recommendations on site plans, subdivision and condominium plans, special land use approvals, rezonings, variances, lot splits, development agreements, and other development proposals in the City. The reviews will consider the City master plan, zoning, subdivision and condominium ordinances, the DDA Plan, applicable DDA design guidelines, and sound planning and design principles. The fee for these services shall be billed by the Consultant to the City on a lump sum or hourly basis, based upon the fee schedule that is attached as Attachment A. The schedule for reviews and submittal of reports to the City shall be mutually agreed upon but shall allow the consultant at least seven (7) days to provide a report to the City.

For each of the individual reviews, the Consultant shall undertake the following activities:

- A. Telephone discussions or meetings with the applicant or potential applicants upon confirmation of an escrow account to fund the meeting has been established by the City.
- B. Initial review of site from aerial photos, obtained on-line, or site visits, as needed.

PROFESSIONAL SERVICES AGREEMENT

- C. Telephone discussions or email communications with the City Manager, or his or her designee. The City Manager will assist with communications with the City Building Official, Planning Commission Chairperson, DDA Chairperson, involved departments or City Consultants involved in development plan review regarding review issues to ensure consistency.
- D. A written review of relevant planning, zoning, and development related issues (excluding engineering, building or fire code, and construction issues). The City will be responsible for distribution of copies of the report unless other arrangements are agreed upon.
- E. Review revised plans as requested.
- F. Preparation for and attendance at meetings with Commissions and Boards, City officials, public, City staff, applicants, or others when requested by the City.

SECTION IV. ADDITIONAL SERVICES.

Other special projects or studies authorized by the City Manager in writing or through an approved Work Order that describes the service and associated fee.

SECTION V. SUPERVISION AND CONTROL.

The consultant will perform the work under the direction and control of the City Manager, or his or her designee. The Consultant will be informed of communication with applicants and subconsultants or other City departments regarding projects covered under this contract. The Consultant shall have the cooperation of City officials, including the City's accountant, assessor, attorney, engineer, building official, police and fire department as necessary, if authorized by the City Manager.

SECTION VI. COMPENSATION AND METHOD OF PAYMENT

- A. The City shall pay the Consultant according to the attached hourly rate schedule. In addition, the consultant shall be reimbursed for documented reimbursable expenses such as mileage and printing that will be detailed in the invoice.
- B. Any approved subconsultants will be reimbursed at the actual amount invoiced to Consultant.
- C. Invoices will be submitted monthly for work performed during the billing period and shall be paid within thirty (30) days after receipt of such invoice by the City.
- D. Any applicable Sales Tax and Use Tax, in relation to the planning services provided, are the sole responsibility of the Consultant.

SECTION VII. ASSIGNABILITY AND SUBCONSULTANTS

The Agreement shall not be assigned or transferred by either the Consultant or the City to any entity without written consent by both parties. Notwithstanding the foregoing, the Consultant shall not be prohibited from contracting with qualified subconsultants or from assigning to a bank, trust company, or other financial institutions, any claims for compensation due, or to become due to the Consultant from the City under this agreement, without prior written consent.

SECTION VIII. DATA AND SERVICES TO BE PROVIDED BY CITY TO CONSULTANT

If requested by the Consultant, City shall furnish at no charge to the Consultant, in a timely manner:

- A. Copies of all reports, zoning ordinances and map, code of ordinances and bylaws or rules of procedure plans, maps, drawings, aerial photos, data and similar materials relevant to the performance of the scope of services. Such materials shall be provided at no cost to the Consultant.
- B. The City shall be responsible for any professional, legal, engineering or accounting services connected with the project and shall coordinate development reviews with other consultants and departments.
- C. The City shall be responsible for scheduling meeting rooms, publication of agendas and notices, and the costs of publication for postings, notices and mailings.
- D. A description of all projects “in process” prior to the effective date of this agreement along with current status.
- E. A written schedule of submittal dates, due dates of reports and process for acceptance of revision plans for reviews to be mutually established within 60 days and then made available to applicants.

SECTION IX. OWNERSHIP OF DATA.

All reports, charts, maps, and graphics shall become the property of the City upon payment for the project or relevant services, and shall not be furnished to any other party without written permission of the City.

It is understood and agreed that the calculations, final documents, studies, surveys, drawings, maps, reports, and specifications prepared pursuant to this Agreement in machine format or hard copy, are instruments of professional service. They are and shall remain the property of the City.

The consultant will retain the original disk, tapes, and drawings. The City understands that changes or modifications to the disk, tapes, or drawings made by anyone other than the consultant may result in adverse consequences which the Consultant can neither predict nor control. Therefore, the City agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Consultant from and against all claims, liabilities, losses, damages, and costs including, but not limited to, attorney fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the digital information, drawings, and data provided by the Consultant under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project documentation on other projects, for additions to the project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.

SECTION X. CONFIDENTIALITY

Information obtained, and reports prepared, by the Consultant under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

SECTION XI. TERMINATION

This Agreement may be terminated with or without cause by either the City or the Consultant upon 30 days written notice. In such case the Consultant shall be compensated by the City for all work completed prior to termination upon delivery of products completed to the City.

The Consultant hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient to pay its obligations herein, the City may terminate this agreement without incurring any further liability therefor, other than compensation for any work completed by Consultant prior to termination.

SECTION XII. NON-DISCRIMINATION.

The Consultant shall, when applicable, comply with the requirements of all federal, State, and Local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Worker's Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.

SECTION XIII. INDEMNIFICATION

The Consultant shall be solely responsible for and shall indemnify, defend and hold harmless the City, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of property, for damage to any property, real or personal, for injury to or the death of any person, including but not limited to, its employees, agents and officers and for all other liabilities whatsoever, including related expenses and actual attorney's fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of these professional services, or from any other acts or omissions of the Consultant, its employees, agents or officers. The foregoing shall not be construed to be an agreement by the Consultant to indemnify the City against liability resulting from any acts or omissions of the City itself, or of the City's agents, officers or employees.

SECTION XIV. INSURANCE

When requested, the Consultant will provide certificates of insurance to the City which prove the Consultant has applicable coverage for Worker's Compensation, General Liability, Motor Vehicle, Excess Liability and Professional Liability Insurance, as well as any other applicable insurance coverage. The insurance required by this section shall be written for not less than limits of liability required by law. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of execution of this contract and continue as such throughout the duration of providing consultation services to the City. Information concerning reduction of coverage regarding revised limits or paid claims, or both, shall be furnished by the Consultant to the City with reasonable promptness.

SECTION XV. COMPLIANCE WITH ALL LAWS.

In the performance of this Agreement, Consultant agrees to comply with all applicable State, Federal, and local statutes, ordinances, and regulations, and obtain any and all permits applicable to the performance of this Agreement.

SECTION XVI. NOTICES

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

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

SECTION XVII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement among the parties to it and supersedes any prior understanding or agreement with respect to the transactions contemplated. This Agreement may be amended only by a written instrument executed by all the parties to it.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date above and in accordance with the laws of the State of Michigan.

WITNESSES:

CITY OF OWOSSO
a Michigan Municipal corporation

By: Its: Mayor

By: Its: Clerk

CIB PLANNING, INC.

By: _____
Carmine P. Avantini, AICP

Its: President

ATTACHMENT A

**CITY OF OWOSSO REVIEW
FEE SCHEDULE**

Lot Split Consolidation: single split	\$225
Lot Split Consolidation: Two Parcels or Greater	\$225 each plus \$35 per resulting lot
Commercial or Industrial	\$500 + \$50 per acre
Institutional (Schools, Public Services, Hospitals)	\$475 + \$40 per acre
Single-family Site Condominium (Prelim. or Final)	\$700 + \$5.00 per lot
Apartment/Townhouse	\$550 + \$4.50 per unit
Mobile Home Park	\$575 + \$5.00 per unit
Subdivision – Preliminary-Tentative	\$700 + \$5.00 per lot
Subdivision – Preliminary-Final	\$350 + \$2.50 per lot
Subdivision – Final Plat	\$500 + \$4.00 per lot
Temporary Land Use (ZBA Review)	\$500
Re-zoning	\$550 + \$5.00 per acre
Special Land Use	\$400 + \$6.00 per acre
Planned Unit Development/Mixed Use Develop.	\$550 + \$50 per acre
Variance-Residential	\$175 per variance
Variance-Commercial	\$400 per variance
Use Variance	\$700 per variance
Preliminary Site Plan Review	75% of Site Plan Review Fee
Site Plan Revision/Review	75% of Plan Review plus any and all Consulting Fees necessary as determined by Administration
Site Plan Requiring Review by City Engineer	all cost by owner/applicant-escrow
Special meetings with Planner/Engineer	all cost by owner/applicant-escrow
Condominium document review	all cost by owner/applicant-escrow

Hourly Fee Schedule:

President	\$138.00
Vice-President	\$124.00
Director of Planning	\$120.00
Director of Marketing & Strategic Planning	\$120.00
Senior Principal Planner	\$ 98.00
Planner	\$ 89.00
Assistant Planner	\$ 75.00

Subconsultants - At firm rate

RESOLUTION NO.

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH CIB
PLANNING FOR PLANNING SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, authorized a Request for Proposals for a planning consultant to serve as zoning administrator; and

WHEREAS, the City of Owosso received five (5) proposals from planning consultants to provide said service; and

WHEREAS, after review of all proposals, CIB Planning was recommended to provide said service;

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 award the planning services bid to CIB Planning, Inc at:

17195 Silver Parkway, Ste #309
Fenton, MI 48430

SECOND: The mayor is authorized to sign the document substantially in the form attached, Professional Services Agreement for Planning Services.



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

DATE: 5.6.19
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: Fee Schedule update

BACKGROUND:

This resolution is subject to the passage of both the SAFEbuilt professional services agreement amendment and the CIB Planning professional services agreement. The fee schedule would need updating to reflect both of these professional services agreements as the fee structures for Building, Mechanical, Plumbing and Community Development have changed.

RECOMMENDATION:

I recommend adoption of this new fee schedule effective May 6, 2019. These changes reflect the two professional services agreements – if approved. The changes have been tracked and highlighted in the enclosed fee schedule draft.

FISCAL IMPACT:

Cities should create a fee structure that pays for the work to be completed when it comes to development. This way, the city's taxpayers are not subsidizing a developer's plan review costs or building code-related reviews. Annual audits are in compliance with PA 245 (1999) and it is estimated that they will remain so with these new fees – especially considering the city does not include indirect costs in its annual audit of the building department required by PA 245.

**CITY OF OWOSSO
2019 FEE SCHEDULE**

Effective May 6, 2019

ASSESSING

Application fee for	
Lot splits	\$25.00
Lot splits	\$25 + \$10 each additional
Application fee for IFEC extension	\$500.00
Application fee for IFT tax abatement – Not to exceed limits of Statute MCL 207.555(3) in which the lesser of the actual cost of processing the application or 2% of total property taxes abated during the term that the exemption certificate is in effect can be charged	
Establishing	\$1,500.00
Exemption certificate	\$1,500.00
Application fee for industrial development district	\$1,500.00
Application fee for industrial facilities	
Exemption certificate	\$1,500.00
Exemption certificate transfer	\$500.00
Application fee for project cost revision	\$500.00
Application fee for project extension	\$500.00

BUILDING DEPARTMENT

Building permits include a base fee in addition to the following fees:

Income limit fee waiver – Building permits and inspections will be required. However, permit fees will be waived for owner occupied residential buildings for households that have annual incomes less than 30% of the Michigan State Housing Development Authority (MSHDA) area Minimum Income (AMI). The waiver will cover permits for bringing a structure into code compliance and for replacement of roofs, windows, and siding. To qualify, the applicant must submit Michigan or Federal 1040 tax returns for the last three years along with any other financial and ownership information required for determination.

Accessory structure - zoning compliance - 200 sq. feet and under	\$50.00
Accessory structure – zoning compliance – over 200 sq. feet	\$50.00 + building permit fee
Base fee	\$30.00
Building board of appeals application fee	\$200.00
Building permit fee (add \$30.00 base fee and \$50.00 per inspection is additional)	
.. Up to \$1000 – includes base fee and 1 inspection	\$80.00 \$105.00
.. \$1,001 to \$2,000 – includes base fee and 1 inspection	\$110.00 \$145.00
.. \$2,001 to \$50,000	\$60.00 + \$10.00 per \$1,000 over \$2,000
.. \$50,001 to \$500,000	\$540 + \$10.00 per \$1,000 over \$50,000
.. \$500,001 and above	\$5,000 + \$6.00 per \$1,000 over \$500,000
Demolition (add \$30.00 base fee to permit and \$50.00 per inspection is additional)	
.. Based on size of building	\$180.00 + \$1.00 per sq. ft. over 2,000 sq. feet
.. Garage – includes base fee + 1 inspection	\$110.00
.. House – includes base fee and 1 inspection	\$180.00
Fence zoning – residential	\$80.00
Fence – commercial	same as building permit fees
Home occupation – type B home permit	\$50.00
Inspections (including re-inspection fee – commercial and residential) each	\$50.00 \$75.00
License/registration fee	\$0.00
Misc. reviews (concrete, antennas)	\$50.00
Mobile/Modular Home	\$250.00
Moving building	\$200.00
Penalty for work prior to obtaining permit	cost of permit + \$175.00
Plan review	55% of permit fee

.. Plan review special ..	\$100.00 + cost
.. Plan review (plans are returned to applicant for modifications/resubmittal) ..	\$50.00 + \$60.00/hour
Roofing permit – residential up to \$5,000 ..	\$80.00
Roofing permit – residential \$5,001 to 10,000 ..	130.00
Roofing permit – residential over \$10,000 ..	same as building permit fees
Roofing permit – commercial ..	same as building permit fees
Siding ..	\$80.00
Sign ..	\$0.40/ sq. foot
.. Temporary sign (90 days) ..	\$50.00
Swimming pool permit – above ground (zoning compliance) ..	\$50.00
Swimming pool permit – in ground ..	same as building permit fees
Tank removal ..	\$100.00
Temporary structures (tents, contractor’s mobile offices, etc.) ..	\$60.00
Wheel chair ramp & door modification (residential – permit required) ..	no fee
Windows – residential (3 or fewer by owner) ..	\$50.00
Windows – residential (4 or more / all commercial properties) ..	same as permit fees

Electrical

Electrical permits include a base fee plus the following fees (inspections are additional)

Base fee ..	\$30.00
Baseboard heater ..	\$15.00
Branch circuits ..	\$15.00
Feeders – bus duct (per 50 ft. or fraction thereof) ..	\$15.00
Fire alarm system ..	\$150.00
Fire alarm system – each additional pull station ..	\$15.00
Furnace – unit heater ..	\$15.00
Garage ..	\$50.00
Generator – residential ..	\$25.00
Generator – commercial ..	\$50.00
Inspections (including re-inspection fee, commercial, and residential) each ..	\$50.00
Special/safety inspections ..	\$75.00
License/registration fee ..	\$0.00
Mobile/modular home ..	\$100.00
Motors	
Up to 20 KVA or HP, 1-25 units (each) ..	\$15.00
Up to 20 KVA or HP, (each additional unit after 25) ..	\$5.00
Over 20 KVA or HP, 1-25 units (each) ..	\$15.00
Over 20 KVA or HP, (each additional unit after 25) ..	\$7.00
Penalty for work prior to obtaining permit ..	cost of permit + \$175.00
Plan review ..	\$100.00/hr. (minimum 1 hour)
Outlets/receptacles/fixtures/other (per 25 or fraction thereof) ..	\$10.00
Power outlets – air conditioner/range/dryer/dishwasher/garbage disposal – each ..	\$15.00
Service	
0-200 amps ..	\$25.00
201-600 amps ..	\$30.00
601-800 amps ..	\$35.00
801-1200 amps ..	\$40.00
Over 1200 amps ..	\$45.00
Sub panels	
0-200 amps ..	\$25.00
201-600 amps ..	\$30.00
601-800 amps ..	\$35.00
801-1200 amps ..	\$40.00
Over 1200 amps ..	\$45.00
Signs ..	\$75.00

Whole house permit \$150.00

Mechanical – commercial/industrial

Mechanical permits include a base fee plus the following fees (inspections are additional)

Base fee	\$30.00
Air conditioning and refrigeration	
Absorption units/chiller	\$90.00
Centrifugal units/chiller	\$90.00
Compressor – 15-50 hp	\$45.00
Compressor – over 50 hp	\$70.00
Heat pumps – 1.5-15 hp	\$35.00
Air handlers (self-contained units ventilation & exhaust fans)	
Under 1,500 cfm (piping fee included)	\$35.00
1,500- 10,000 cfm	\$45.00
Over 10,000 cfm	\$100.00
Air handlers (thru-the-wall fan coil vents)	
Breeching & combustion to appliance – when required	\$60.00
Chimney – factory built	\$60.00
Cooling towers w/ reservoirs	
Capacity under 500 gal	\$50.00
Capacity over 500 gal	\$85.00
Crematories	\$50.00
Ducts, insulation and fire suppression systems – duct system based on bid price	
Under \$3,000	\$40.00
\$3,000 to \$6,999	\$50.00
\$7,000 to \$14,999	\$85.00
Over \$15,000	\$10.00 fee per each \$3,000 + \$85.00
Electronic air cleaner with washer	\$50.00
Evaporator coils	
180,000 BTU and under	\$40.00
180,000 BTU and over	\$45.00
Fire suppression systems – based on bid price	
Under \$2,000	\$75.00
\$2,000 to \$7,999	\$90.00
Over \$8,000	\$15.00 fee + \$90.00
Gas burning equipment – new and/or conversion	
400,000 BTU and under (piping fee included)	\$50.00
Over 400,000 BTU (piping fee included)	\$60.00
Humidifiers	\$25.00
Incinerators – each	\$40.00
Inspections – each (including re-inspection)	\$50.00 \$75.00
Special/safety inspection	\$75.00
Insulation – duct, piping, and/ tanks – based on bid price	
Under \$2,000	\$40.00
\$2,000 to \$7,999	\$50.00
Over \$8,000	\$15.00 fee per each \$3,000 + \$50.00
License/registration fee	\$0.00
LPG & fuel oil tanks (underground add \$5.00 additional) (piping fee included)	
276 to 550 gal	\$60.00
551 to 2,000 gal	\$100.00
Each additional tank	add 50% of associated fee based on largest tank size
Oil burner	
New and/or conversion, under 5gal/hour (piping fee included)	\$60.00
New and/or conversion, over 5 gal/hour (piping fee included)	\$90.00
Penalty for work prior to obtaining permit	cost of permit + \$175.00

Plan review.....	\$100.00/hour – minimum 1 hour
Refrigeration systems	
Under 5 hp (split system).....	\$35.00
5 hp to 50 hp (split system).....	\$45.00
Over 50 hp (split system).....	\$75.00
Self-contained units	\$50.00
Solar equipment/each panel (piping fee included).....	\$30.00
Unit heaters – hot water, gas, or steam	
200,000 BTU and under (piping fee included).....	\$30.00
Over 200,000 BTU (piping fee included)	\$40.00

Mechanical-residential

Base fee – no inspection included	\$30.00
Boiler: 200,000 BTU's and under (piping fee included).....	\$40.00
Boiler: Over 200,000 BTU's (piping fee included)	\$55.00
Central air	\$35.00
Dampers (all kinds).....	\$15.00
Duct system	
Under \$3,000	\$30.00
\$3,000 to \$6,999	\$35.00
\$7,000 to \$15,000	\$40.00
Over \$15,000	\$7.00 per each \$1,000 + \$40.00
Exhaust fan.....	\$15.00
Gas burning equipment - new and/or conversion,	
400,000 BTU's and under (piping fee included).....	\$40.00
Over 400,000 BTU's (piping fee included)	\$55.00
Gas piping/each outlet	\$15.00
Hotel or motel/per unit	\$50.00
Inspections.....	\$50.00 \$75.00
Safety or evaluation inspections - single family dwellings	\$75.00
Other buildings/per hour or parts thereof	\$50.00
Investigation fee (for work performed without a permit)/per hour or parts thereof	\$75.00
License/registration fee	None
LPG & fuel oil tanks (underground add additional \$10) (piping fee included).....	\$30.00
Modular home.....	\$150.00
Oil burner - new and/or conversion (piping fee included).....	\$45.00
Penalty for work prior to obtaining permit.....	Cost of permit + \$175.00
Plan review	\$100.00/hour – 1 hour minimum
Solar equipment/each panel (piping fee included)	\$100.00
Solid fuel equipment (complete) - wood stove, prefab fireplaces, stoves, and add-on	
Furnaces	\$45.00
Two-family dwelling	\$150.00
Water heater	\$15.00
Whole house permit.....	\$125.00

Plumbing

Base fee – no inspection included	\$30.00
Connection building drain-building sewer.....	\$15.00
Fixtures, floor drains, water connected appliances	\$15.00
Hotel, motel/per unit	\$45.00
Inspections.....	\$50.00 \$75.00
Special/safety inspection (includes certification fee)	\$75.00
License/registration fee	None
Manholes – catch basins/each	\$15.00
Modular home.....	\$150.00
Penalty for work prior to obtaining permit.....	Cost of permit + \$175.00

Plan review	\$100.00/hour – minimum 1 hour
Reduced pressure zone back-flow preventer	\$15.00
Sewage ejectors, sumps	\$15.00
Sewers (sanitary, storm, or combined): 6 " and over	\$15.00
Sewers (sanitary, storm, or combined): less than 6"	\$15.00
Sewers (connection building drain-building sewer)	\$15.00
Stacks (soil, waste, vent and conductor)	\$10.00
Sub-soil drains	\$15.00
Two-family	per unit - \$90 - \$180.00
Water distributing pipe: 3/4"	\$15.00
Water distributing pipe: 1"	\$15.00
Water distributing pipe: 1 1/4"	\$20.00
Water distributing pipe: 1 1/2"	\$30.00
Water distributing pipe-over 2"	\$45.00
Water service-less than 2"	\$15.00
Water service-2" to 6"	\$25.00
Water service-over 6"	\$30.00
Whole house permit.....	\$120.00

CITY CLERK

Cable television franchise fee.....	3%
Marriage fee/presided by Mayor.....	\$10.00

CITY TREASURER

Adult entertainment license fee:	
Note: If application denied, 1/2 fee returned.....	\$1,500.00
Adult entertainment license renewal fee	
Note: a late penalty of \$100 if renewal filed less than 60 days before license exp. If application denied, 1/2 of total fees collected returned.....	\$1,500.00
License renewal	
Late fee first 15 days	License Fee + 25%
Late fee beyond 15 days License Fee + 50%Adult entertainment penalties	\$500.00
Adult entertainment penalties	\$500.00
Collection fee tax – administrative fee	
..... 1% on all advalorem taxes (on the amounts collected for other units – not City) Potential to collect Admin. Fee on our own (City) taxes	
Property tax late collection fee	
Summer	2% Additional September
Summer	3% Additional October
Summer	4% Additional November
Winter & any Summer balance	3% Additional Feb 15th-28th
Return check – as allowed by MCL 600.2952	
First incident.....	\$25.00
Second Incident, etc. in 12 months' time	\$35.00

COMMUNITY DEVELOPMENT

Application fee for	
PUD zoning district review	Cost + 25%
PUD site plan review and /or development agreement Note: The applicant shall reimburse the city for all fees for city legal counsel and consultant participation in the development agreement.....	\$500.00 + review fees
Site plan review.....	\$150 + review fees
Site plan reviews	
Commercial/Industrial.....	\$500.00 + \$5.00/acre
Institutional (Schools, Public Services, Hospitals).....	\$475.00 + \$40.00/acre

Preliminary site plan review.....	75% of site plan review fee
Site plan revision/review.....	75% of site plan review fee+ any needed consulting fees determined by administration
Site plan requiring review by city engineer.....	all costs by owner/applicant via escrow
Single family site condo (Prelim or Final).....	\$700.00 + \$5.00/lot
Special meetings with planner/engineer.....	all costs by owner applicant via escrow
Apartment/Townhouse.....	\$550.00 + \$4.50/unit
Mobile home park.....	\$575.00 + 5.00/unit
Planned Unit Development/Mixed use development.....	\$550.00 + \$50.00/acre
Rezoning request.....	\$300.00 \$550.00 + \$5.00/acre
Subdivision	
Preliminary – tentative.....	\$700.00 + \$5.00/lot
Preliminary-final.....	\$350.00 + \$2.50/lot
Final plat.....	\$500.00 + \$4.00/lot
Special land use.....	\$400.00 + \$6.00/acre
Special use conditions permit.....	\$300 + review fees
Temporary land use (ZBA review).....	\$500.00
Use variance.....	\$700.00
Zoning variance.....	\$300.00
Zoning Variance	
Residential.....	\$175.00
Commercial.....	\$400.00
Credit reports (if not partnered w/bank or finance group).....	cost + 25%
Historic district permit application fee.....	None
Lot Splits	
Single.....	\$225.00
Multiple.....	\$225 ea + \$35.00/resulting lot
Off-street parking facility/lot application permit (see ordinance/code).....	\$150.00
Permits ("new use of land" and "new use of building(s)" mentioned specifically in code.....	\$30.00
Rental property registration/per unit.....	\$25.00
Non-compliance fee, 1st occurrence.....	\$200.00
Non-compliance fee, each additional occurrence.....	\$400.00
Residential entranceway permit (see ordinance/code).....	\$150.00
Special exceptions application/permit, conditional use or temporary use permit by ZBA (see ordinance/code).....	\$200.00
Temporary uses for administrative approval – forthcoming ordinance.....	
\$75.00 Zoning board of appeals, appeal application fee.....	
\$200.00	

GENERAL

Notary	
Non-resident.....	\$10.00
Resident.....	\$5.00
Rental conference room between 8:00 am to 5:00 pm	
½ day up to four hours.....	\$30.00
Full day.....	\$60.00
Organization of which the city is a member.....	None
Rental council chambers between 8:00 am to 5:00 pm	
Up to four hours.....	\$30.00
Full day.....	\$60.00
Organization of which the city is a member.....	None

HISTORICAL COMMISSION - Funds go to back to Historical Commission

Admission Curwood Castle	
Adult.....	Donation Request \$5.00
Child.....	Donation Request \$2.00

Rental Curwood Castle	
First hour (\$50.00 refundable)	\$250.00
Each additional hour	\$55.00
Rental Gould House	
First hour (\$50.00 refundable)	\$250.00
Each additional hour	\$55.00
Rental Gould House apartment #2	
Per month.....	\$750.00
Note: reduction in rate if long term	\$650.00
Rental Gould House apartment #3	
Per month.....	\$750.00
Note: reduction in rate if long term	\$650.00

PUBLIC SAFETY

Ambulance fees – adjusted to the screen rates approved by commercial insurance companies	
In-facility transport.....	\$250.80
Dog license	see ordinance**none currently**
False alarm fee – fee may be waived by authority of Public Safety Director	
First call in 12 months	None
Second false alarm in 12 months.....	\$10.00
Each additional false alarm in calendar year	\$25.00
Late fee(s) (in excess of 10 days)	10% of fee + 6% interest
Fire house demonstrations	donation only
Fire run	\$500.00 to ins co
Gun registration	\$10.00
Liquor license application fee	\$10.00
Liquor license changes.....	\$50.00
Liquor license ownership transfer.....	\$150.00
Portable breath test (PBT)	
1/2 month	\$15.00
Full month	\$30.00
Sex offender initial registration	\$35.00

Parking fines – defined in Section 33 of the Owosso Municipal Code

Abandoned car	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Across parking line	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Blocking alley	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Blocking driveway	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Blocking traffic	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Double parking	
Paid within 7 days	\$15.00

Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Fifth violation of any above violation within a 30-day period	
Paid within 7 days	\$100.00
Paid within 14 days	\$100.00
Paid within 30 days	\$100.00
Moving to evade time limitations	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Other parking violation	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Overtime parking in 3:00 a.m. to 6:00 a.m. zone	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parked facing wrong way	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking in prohibited zone	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking in loading zone	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking on sidewalk or crosswalk	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking at yellow curb	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking in handicap zone	
Paid within 7 days	\$50.00
Paid within 14 days	\$100.00
Paid within 30 days	\$100.00
Parking within 15 feet of fire hydrant	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking over 12 inches from curb	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking over legal limit in areas other than business districts defined in sec 33-37	
Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking over legal limit in business districts defined in sec 33-37 – 3 rd and subsequent violations in each calendar year	

Paid within 7 days	\$15.00
Paid within 14 days	\$30.00
Paid within 30 days	\$45.00
Parking of a truck or commercial vehicle with a gross weight in excess of 5 tons or in excess of 22 feet in length in violation of the provisions of section 5.61 of the Uniform Traffic Code	
Paid within 7 days	\$25.00
Paid within 14 days	\$50.00
Paid within 30 days	\$75.00

Violations/fines

Bonfire permit	None
Misdemeanor	**see ordinance/code under (b) \$500.00 + other stipulations**
Municipal civil infraction –	
First offense	\$75.00
Second offense	\$250.00
Third or subsequent repeat offenses	\$500.00

Municipal civil infraction - loose dogs

"Code states: ""If the dog was impounded by any police officer or other authorized employee of the city, the owner shall pay the additional sum to the city to reimburse for said expense as prescribed by resolution of the council.

..... \$25.00 + Pound Fees

PUBLIC SERVICES

Construction noise(s) permit.....	\$25.00
Copies of building plans/blueprints.....per page....	\$10.00
Flood plain development permit application	\$100.00
Mowing	Cost + \$100.00
Replacement line and grade stakes (see ordinance/code)	Cost + \$100.00
Right of way permit	
Inspection fee	\$20.00
Security deposit.....	\$50.00
Snow removal	Cost + \$100.00
METRO Act Permit Application Fee	Per statute

I hereby certify that the foregoing document is a true and complete copy of action taken by the Owosso City Council at the regular meeting of June 4, 2018.



 Amy K. Kirkland, City Clerk

RESOLUTION NO.

RESOLUTION AUTHORIZING CHANGES TO FEE SCHEDULE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, adopts fees related to development and building related permitting and review costs; and

WHEREAS, the City seeks to pay for planning, review, and building code review costs by charging fees for these services; and

WHEREAS, PA 245 of 1999 requires that these fees be "reasonable" and bear a reasonable relationship" to the cost of operating the enforcing agency;

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to adopt the revised fee schedule.

SECOND: The mayor is authorized to sign the document substantially in the form attached, City of Owosso 2019 Fee Schedule.

**CITY OF OWOSSO
CITY MANAGER
Evaluation Form 2019
To be completed by Mayor and City Council Members**

Name of Council Member _____

Date _____

ORGANIZATIONAL RESPONSIBILITIES

This measurement category emphasizes the City Manager's commitment and behaviors related to the City's values and goals. If response is no, explain in comments section.

	Circle One	
	Yes	No
Supports the City's policies and procedures.	Yes	No
Supports the City's goals and values including its sustainability principles.	Yes	No
Respects diversity.	Yes	No
Demonstrates fiscal responsibility.	Yes	No
Is committed to providing and maintaining a safe work environment.	Yes	No

Comments:

For each of the following statements within each competency, rate the City Manager using only the following scale:

Rating

- 1** Needs improvement on position requirements. Provide details in the comments sections if rating a 1.
- 2** Meets position requirements.
- 3** Exceeds position requirements and/or demonstrates a high level of competence.

COMMUNICATIONS

This measurement category emphasizes verbal and written communication within a group setting, between individuals, report writing, presentation skills, email and letter writing, and nonverbal communication.

	Rating
Writes clearly and informatively.	
Demonstrates effective group presentation skills.	
Participates in meetings with constructive input.	
Speaks clearly, listens to details and gets clarification.	
Creates partnerships internally.	
Communicates with legislators and creates awareness of legislative impact on the City of Owosso.	
Facilitates open exchange of ideas and fosters atmosphere of open communication with the City Council.	
Facilitates open exchange of ideas and fosters atmosphere of open communication with the community.	
Provides City Council with information to keep them informed and able to respond to citizens adequately.	

Add the values from above & enter the subtotal ____ / 9 = ____ score for this category.

Comments:

LEADERSHIP

This measurement category emphasizes the personal impact the City Manager exhibits to City Council and others.

	Rating
Exhibits confidence in self and others.	
Inspires respect and trust.	
Reacts well under pressure.	
Has initiative to take action.	
Acknowledges and reinforces individual contributions to team efforts.	
Makes decisions and takes accountability.	
Sets forth strategic planning and vision.	
Engages in an ongoing assessment of organizational performance.	
Creates or practices a culture that fosters a high standard of ethics.	
Supports and effectively represents City Council policies and direction.	
Supports and effectively represents City Council final decisions and works to fulfill and implement.	
Responds appropriately to unanticipated and difficult situations.	
Effectively uses knowledge and abilities of staff to convey issues to City Council with clarity.	
Demonstrates a high level of effort.	

Add the values from above & enter the subtotal ____ / 14 = ____ score for this category.

Comments:

TEAMWORK

This measurement category emphasizes how well the City Manager works with, supports, and actively engages with City Council, local leaders, community partners, and legislators.

	Rating
Establishes and maintains effective relationships.	
Uses tact and consideration.	
Displays positive outlook and pleasant demeanor.	
Works actively to resolve conflicts.	
Volunteers readily and seeks increased responsibilities.	
Looks for and takes advantage of opportunities.	
Generates suggestions and innovative ideas from others.	
Has an understanding of and pursues City Council direction.	
Responsive to constructive criticism.	

Add the values from above & enter the subtotal ____ / 9 = ____ score for this category.

Comments:

PLANNING AND PRODUCTIVITY

This measurement category emphasizes City Manager's organizational, planning, and productivity taking into account the unique aspects of the City Manager's specific job duties.

	Rating
Meets commitments and deadlines.	
Begins work, meetings, and appointments on time.	
Gives City Council adequate time to form their own opinion before casting a vote.	
Demonstrates significant understanding of City finances.	
Effectively forecasts budget and anticipates shortfalls.	
Develops plans and presents ideas to City Council to address budget and financial issues.	
Works to address and develop plans for succession planning.	

Add the values from above & enter the subtotal ____ / 7 = ____ score for this category.

Comments:

TECHNICAL KNOWLEDGE

This measurement category emphasizes the knowledge, skills, and abilities the City Manager brings to the job. It includes ongoing training and education the City Manager obtains to continually improve performance and value to the City.

	Rating
Competent in required job skills and knowledge.	
Exhibits ability to learn and apply new skills.	
Understands City operations.	
Participates in local and regional groups to assure Owosso's input is expressed and understood.	
Shares technical knowledge with others.	
Stays apprised of new and current developments.	
Uses technology to improve productivity.	

Add the values from above & enter the subtotal ____ / 7 = ____ score for this category.

Comments:

MANAGEMENT

This measurement category evaluates the employee's contribution to the work being done by the City.

	Rating
Makes decisions and takes accountability for department or work group performance.	
Works actively to resolve conflicts.	
Assumes responsibility for team shortcomings and shares accolades for success with team.	

Add the values from above & enter the subtotal ____ / 3 = ____ score for this category.

Comments:

STRENGTHS

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

IMPROVEMENT AREAS

What performance area(s) would you identify as most critical for improvement?

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
APRIL 3, 2019 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:36 a.m.

ROLL CALL: Was taken by Recording Secretary, Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Mayor Chris Eveleth, Jon Moore, Lance Omer, Theresa Trecha, and Jim Woodworth.

MEMBERS ABSENT: Vice-Chairman Bill Gilbert, Kenn Cushman

OTHERS PRESENT: Josh Adams, Main Street Manager; Robert Doran-Brockway, Owosso Historical Commission

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER MAYOR EVELETH AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE AGENDA FOR APRIL 3, 2019.

AYES: ALL. MOTION CARRIED.

MINUTES:

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE MINUTES OF MARCH 6, 2019.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) CHECK REGISTER

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE CHECK REGISTER FOR MARCH, 2019 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) BUDGET REPORT- Nothing new to report. No resolution required as noted in agenda.

3) 2019/2020 BUDGET APPROVAL – Adams reports that the annual budget is a repeat of last year's budget with minor adjustments. Wages decreased. Downtown maintenance increased by \$9,000 and Educational and Training increased by \$500.

IT WAS MOVED BY MAYOR EVELETH TO APPROVE THE 2019/2020 ANNUAL BUDGET AS PRESENTED AND SUPPORTED BY AUTHORITY MEMBER MOORE.

AYES: ALL. MOTION CARRIED.

4) OMS/DDA WEBSITE – Discussion - Adams explored the newly created website with the Board. It is now live but is not being pushed. Maintenance of the website is provided free of charge to Owosso Main Street. Businesses will have the ability to link to their facebook and websites along with online shopping. Attractions are highlighted. Daytrips will be a focus.

COMMITTEE UPDATES:

1) Design & Business Vitality – a walk thru the downtown took place identifying needed street scape improvements, flower bed updates, and tree removals. Requests for proposals will be sent to landscaping companies for bids.

It was prioritized to meet with the City to seek clarification on the city's responsibility toward the maintenance of the downtown area. Development is finding ways to create business not maintenance. The projected date is April 23rd. Suggestions were made to prepare for the meeting.

2) Promotion & Outreach – Work plans were begun. Fund raising matrix/plan is being created for volunteers to use as a template for sponsorship.

Studies are being conducted by Foster's Coffee to determine how local businesses are benefited by the money spent locally. If items are purchased at locally-owned businesses, 80-90% stays in the community; it drops to 40% if dollars spent at a local franchise, another decrease to only 17% if purchases are made at companies outside of the area or online. This information will be shared with board to create an impact to promote informed shopping

3) Business Owners Committee – Video cameras have proven beneficial toward issuing warrants for arrests of vandalism offenders. The Owosso Police department has been helpful in the process. The goal is to deter the behavior. Chief Lenkart encouraged the business owners to call them no matter how trivial the vandalism.

A Pop-Up Shop presentation conducted by Small Business Specialist, Suzanne, was well attended. She will conduct additional specialized trainings in the future.

4) Manager Updates – Conference presentation went well. Showcase collaboration with community by playing a game with the attendees. Case studies were provided, such as Main Street utilizing Glo to show collaboration of partner organizations in the community. Relationship building was a focus.

Discussion occurred to continue momentum begun with humility and confidence working toward Excellence. The desire is to be better at creating the positive story of the successes of Owosso Mainstreet.

Board Continuing Education/Information:

- **Director Report** – None
- **Self-Assessment** – Items with 3 checks or more needing improvement were presented. The board will review and come prepared with a choice to begin focus of improvement.

PUBLIC COMMENTS: None

BOARD COMMENTS: Chairman Dave Acton shared that a Michigan-based company is going to visit to review implementing their automated vehicles in a small town such as Owosso. The visitors are also considering a request to become Owosso's Sister City.

ADJOURNMENT:

IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO ADJOURN AT 8:57 A.M.

AYES: ALL. MOTION CARRIED.

**PARKS AND RECREATION COMMISSION
REGULAR MEETING
WEDNESDAY, APRIL 3, 2019 (Postponed from March 27, 2019)
City Hall Council Chambers
301 W. Main St. Owosso, MI 48867**

CALL TO ORDER: Chairman Espich called the meeting to order at 7: 00 p.m.

PLEDGE OF ALLEGIANCE: Was recited.

ROLL CALL: Was taken by Deputy City Clerk Roxane Cramer

MEMBERS PRESENT: Chairman Mike Espich, Commissioners, Jerry Hebekeuser, Rick Morris (arrived at 7:12p.m)., Nick Seabasty, Randy Woodworth and Andrew Workman.

MEMBERS ABSENT: Vice Chair Jeff Selbig

OTHERS PRESENT: Main Street/DDA Manager, Josh Adams.

APPROVAL OF AGENDA: COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE AGENDA FOR APRIL 3, 2019 AS AMENDED.

MOTION SUPPORTED BY COMMISSIONER WORKMAN.

AYES ALL, MOTION CARRIED.

CHANGES: ADD # 9 – BENNETT FIELD, # 10 – SPRING CLEAN-UP.

APPROVAL OF MINUTES: COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE MINUTES FROM FEBRUARY 27, 2019.

MOTION SUPPORTED BY COMMISSIONER SEABASTY.

AYES ALL, MOTION CARRIED.

PUBLIC COMMENTS/COMMISSIONER COMMENT:

None

COMMUNICATIONS:

None

BUSINESS:

Skate Park

Mr. Adams Reported that Pillar will have a May start date, not certain of the exact date. He also reported that the city manager gave a go ahead on the naming contest.

Commissioner Woodworth gave an update on some of the in-kind donation.

Commissioners had a lengthy discussion about the in-kind donations and how to offset the price.

Mr. Adams is going to check with Brad from Pillar for a more specific date and more information on the crew, as to how many, how many days, etc.

Chairman Espich asked Commissioner Morris to head up the naming contest. Commissioner Morris agreed to do that.

Holman Building

He presented commissioner a rendering of the building done by the Peltier's. Mr. Adams reported to the commissioners he has submitted the grant application to the State. He also reported that the State will usually send it back to allow for more information for more points to be awarded. The grants are awarded in December.

Hopkins Lake Fish Stocking

Chairman Espich reported they only had two confirmed jumpers so they cancelled the plunge and the Corn Hole Tournament will be at Rival's on April 13th at 11 a.m.

Corn hole Tournament

American Recycling Donation

Mr. Adams stated the American Recycling still wants to do a donation for this. Commissioners decided they wanted to coat the splash pad. Chairman Espich asked about capital improvement

Bathrooms at Bentley Park

Mr. Adams reported that he checked with the DPW and is still waiting on a reply. They would want to make sure the bathrooms are unlocked.

Chairman Espich stated he said that if there is a vandalism issue he has some people that would sponsor cameras.

Trash & Debris on Bike Trail

Mr. Adams reported that the DPW has cleaned up the trash.

Commissioner Woodworth thanked Commissioner Morris for his work on the CIS plan.

Commissioner Morris reported there is still a pile of trash at Rosevere Park.

Master Plan Revisions

Mr. Adams suggested updating the master plan. He asked commissioners to take some time and update the list.

Commissioner Woodworth asked about the focus group Master Plan. He also explained about have a corporate or private sponsor for parks.

Discussion planned at next meeting for the master plan.

Bennett Field

Commissioners discussed an unnamed field and possibly naming it.

Spring Clean up

Mr. Adams reported the downtown cleanup will be April 27th. Commissioner agreed to set up their cleanup for the same day.

Pickle ball Courts at Bentley Park

Mr. Adams reported that he received an email from Phil Hathaway said he was very interested in turning the tennis court into Pickle Ball Courts (the one where the ice skating rink is located). Mr. Adams also stated that Mr. Hathaway wanted

to present to the commission and he thought he was going to present tonight. Mr. Adams said he would check with Mr. Hathaway tomorrow.

April Meeting

Commissioners present agreed to meet April 24, 2018 at 7 p.m.

PUBLIC COMMENTS / COMMISSION COMMENTS:

Commissioner Morris reported on the meeting at the chamber and stated that someone they were excited about the parks. He also reported that even though the state put the wrong material on the rail trail and they are not going to replace it. Commissioner Morris expressed his disappointment that they used the wrong material but aren't replacing it. He reported some areas of the CIS Trail are fine.

Chairman Espich reported on the person that was bothering walkers on the east of Hopkins Lake, Public Safety Director Lenkert requested anyone being bothered to call 911 or the non-emergency number of central dispatch.

Commissioners discussed some possible signage in the area with instruction to phone 911.

COMMISSIONER WOODWORTH MADE A MOTION TO ADJOURN AT 8:06 P.M.

**MOTION SUPPORTED BY COMMISSIONER HEBEKEUSER.
ALL AYES, MOTION CARRIED.**

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
MONDAY, APRIL 22, 2019 – 6:30 P.M.**

CALL TO ORDER: Vice-Chair Livingston called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Tanya Buckelew

MEMBERS PRESENT: Vice-Chair Livingston, Secretary Janae Fear, Commissioners Kirkland, Law and Taylor

MEMBERS ABSENT: Chairman Wascher, Commissioners Adams and Jenkins

OTHERS PRESENT: City Manager Nathan Henne, Building Official Brad Hissong

APPROVAL OF AGENDA:
MOTION BY SECRETARY FEAR, SUPPORTED BY COMMISSIONER KIRKLAND TO APPROVE THE AGENDA FOR APRIL 22, 2019.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:
MOTION BY SECRETARY FEAR, SUPPORTED BY COMMISSIONER LAW TO APPROVE THE MINUTES FOR THE FEBRUARY 25, 2019 MEETING.

YEAS ALL. MOTION CARRIED.

PUBLIC HEARINGS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

1. Site Plan Review – J & H Family Store, 917 E. Main Street

The architect for this project, Joe Grochowalski, spoke about the site plan. The current station and house will be demolished to allow for a new convenience store and gas station.

Craig Hoppen, Owner, spoke about getting a Brownfield for the site and working with the DEQ. In addition, the storage area on the north side of the building will be used for products like oil that customers can walk in and purchase. There will be a small checkout counter in the storage area.

Discussion regarding signage – the pole sign on the northeast corner will stay the same with a new coat of paint and a new monument sign will be added to the southeast corner.

A sidewalk will be added on Gould Street.

Discussion regarding the overhead door and per ordinance, the Planning Commission can approve the overhead door facing a street. This does not require a variance.

J & H Family Store will seek a variance in regards to the windows and the landscaping (Sec. 38-397 (a) (3) and (4).

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER LAW TO APPROVE THE SITE PLAN FOR THE J & H FAMILY STORE LOCATED AT 917 E. MAIN STREET AS DEPICTED ON THE PLAN PREPARED BY FEENSTRA & ASSOCIATES INC. CIVIL ENGINEERS & SURVEYORS, SUBJECT TO THE FOLLOWING:

- 1. ZONING BOARD OF APPEALS VARIANCE APPROVALS**
- 2. BUILDING OFFICIAL, ENGINEER, PUBLIC UTILITIES DIRECTOR AND FIRE DEPARTMENT'S APPROVAL OF THE CONSTRUCTION DRAWINGS**
- 3. PLANNING COMMISSION APPROVES THE PLACEMENT OF THE OVERHEAD DOOR AS PER SEC. 38-397 (A)(5) OVERHEAD DOORS SHALL NOT FACE A PUBLIC STREET OR RESIDENTIAL DISTRICT. THE PLANNING COMMISSION CAN MODIFY THIS REQUIREMENT UPON A DETERMINATION THAT THERE IS GOOD OR NECESSARY CAUSE AND THE VISUAL IMPACT WILL BE MODERATED THROUGH USE OF BUILDING MATERIALS, ARCHITECTURAL FEATURES AND LANDSCAPING BEYOND THAT REQUIRED BY THE ORDINANCE.**

RCV YEAS ALL. MOTION CARRIED.

OTHER BOARD BUSINESS:

Matt Lafferty resigned from the planning commission to pursue a new career up north.

PUBLIC COMMENTS AND COMMUNICATIONS: NONE

ADJOURNMENT

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY SECRETARY FEAR TO ADJOURN AT 7:15 P.M. UNTIL THE NEXT MEETING ON MAY 28, 2019.

YEAS ALL, MOTION CARRIED.

Janae L. Fear, Secretary

**OWOSSO MID-SHIAWASSEE COUNTY WWTP REVIEW BOARD
MEETING MINUTES**

April 23, 2019

4:30 P.M.

WWTP

1. Roll (4:35 p.m.)
Members Present: R. Holzheuer, G. Burk
Alternates Present: J. Archer, B. Horton
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
2. Minutes of the March 26, 2019 meeting: Motion by Holzheuer to approve the March 26, 2019 meeting minutes with support by Burk. No Discussion. Motion carries 3-0.
3. Secretary's Report:
 - a) Plant Performance Summaries (March 2019): Guysky noted full permit compliance for March 2019.
 - b) Operations Update: Guysky noted continuing above average plant performance, with chemical and energy usage on the low side.
 - c) WWTP Project Updates: Guysky updated the board on the sludge thickener rehabilitation project, noting the project is near full completion, with only a final check of punch-list items necessary. The sludge thickener should be ready for use next week. Guysky also provided an update on the plant generator project, noting that the equipment and install bids are complete, with the combination recommended by our project managers at Consumers Energy costing around \$380,000. Install is planned for September 2019. There was general discussion about tertiary pump #2, which was recently pulled for cleaning and inspection.
4. Old Business
 - a) FY 2018-19 and FY 2019-20 WWTP Budget: Burk explained information and answered board questions with regard to his "FY 2019-20 Budget Proposal" memo to the board. Fiscal impacts for each service unit and total WWTP fund balance were discussed for the proposed O & M increase, as well as for each Replacement Fund option. Guysky gave a description of the current State Revolving Fund application for an initial round of plant improvements/replacements (screw pumps, grit removal, sludge dewatering, nitrification towers, main building roof), and noted a total estimated cost of \$5,567,000.
 - b) Service Unit Charges FY 2019-20: Motion by Burk to approve the O&M Charge of \$1,620,000 for fiscal year 2019-20 to be billed to the Service Units at \$135,000 per month proportioned by metered flow. Support by Archer. No further discussion. Motion carries 3-0. There was additional general discussion of Replacement Charge options and fiscal impacts. Motion by Burk to approve the Replacement Charge of \$400,000 for fiscal year 2019-20, to be billed to the Service Units at \$37,500 per quarter proportioned by metered flow, and \$62,500 per quarter by plant contract capacity. Support by Holzheuer. No discussion. Motion carries 3-0.

5. New Business
NONE

6. Citizens'/Members' Comments: Burk discussed briefly the current method of estimating certain residential flows in making cross-border adjustments for the monthly wastewater billing, noting that beginning in May Corunna is planning on forwarding direct meter reads to the WWTP each month for Corunna-to-Caledonia township cross-border flows. He noted that the City of Owosso increasingly has the capabilities to also use metered flow, and going forward will use those figures in place of estimates as well. He noted that there are some informal agreements in place between the City of Owosso and the Township Utility Authority regarding cross-border flows that can be more formalized with accurate flow monitoring in the future.

7. Next Meeting: June 25, 2019, 4:30 p.m.

8. Adjourn: Motion to adjourn by Holzheuer, with support by Archer. No discussion. Motion carries 3-0. Meeting adjourned at 5:25 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary
Approval by Review Board – Pending