

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, OCTOBER 04, 2021
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 SEPTEMBER 20, 2021:

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF SEPTEMBER 28, 2021:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. Ordinance Amendment – OHC Membership. Conduct a public hearing to receive citizen comment regarding the proposed amendment to Chapter 2, *Administration*, Article IV, *Boards and Commissions*, Division 2, *Historical Commission*, Sec. 2-228, *Members; appointment, terms, etc.*, to amend the number of board members. **Master Plan Implementation Goals: 6.5, 6.7, 7.1**

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Set Public Hearing – USDA Grant Application. Set required Public Hearing pursuant to USDA Grant guidelines for Monday, October 18, 2021 at 7:30 p.m. to receive citizen comment regarding accepting grant monies towards the purchase of a police vehicle. **Master Plan Implementation Goals: 3.2**
2. First Reading & Set Public Hearing – Ordinance Amendment – Excess Marihuana Grower License. Conduct first reading and set a public hearing for Monday, October 18, 2021 at 7:30 p.m. to receive citizen comment regarding the proposed amendment to Chapter 16.6, *Adult Use Marihuana Establishments Licensing – Police Power Ordinance*, Sec. 16.6-3, *Authorization of facilities and fee*, to allow Excess Marihuana Grower licenses. **Master Plan Implementation Goals: 1.17, 7.4**

3. Proposed Special Assessment District No. 2021-01 - Hazards and Nuisances. Authorize Resolution No. 1 setting a public hearing for Monday, October 18, 2021 at 7:30 p.m. to receive citizen comment regarding proposed Special Assessment District No. 2021-01, Hazards and Nuisances, as it relates to unpaid costs incurred in the altering, repairing, tearing down, abating or removing of hazards and nuisances. **Master Plan Implementation Goals: 1.1, 1.10, 1.12**
4. First Reading and Set Public Hearing – Rezoning 715, 703, 801 South Washington and 702 South Park Streets. Conduct first reading and set a public hearing for Monday, November 1, 2021 at 7:30 p.m. to receive citizen comment regarding the request from Jayne Sutton to rezone the properties at 715, 703, 801 South Washington Street and 702 South Park Street from the current zoning designations to RM-1, Multi-Family Residential District. **Master Plan Implementation Goals: A.6, 1.3, 4.8,**
5. Contract Amendment – Professional Services Agreement – Accounting Services. Authorize Amendment No. 1 to the Professional Services Agreement – Accounting Services with Maner, Costerisan & Ellis, P.C. dba Maner Costerisan, increasing the contract in the amount of \$22,000.00 for assistance with the conversion to a new uniform chart of accounts, and further authorize payment to the firm up to the revised contract amount of \$47,000.00. **Master Plan Implementation Goals: 3.5**
6. Professional Services Agreement – Bond Counsel. Authorize a professional services agreement with Dickinson Wright PLLC in an amount not to exceed \$60,000.00 to serve as Bond Counsel associated with three separate revenue bond issuances and further authorize payment to the firm for services rendered in accordance with the agreement. **Master Plan Implementation Goals: 3.4, 3.7, 3.8, 6.6**
7. Professional Services Agreement – Underwriter/Placement Agent/Municipal Advisor. Authorize a professional services agreement with Robert W. Baird & Co. Incorporated. in an amount not to exceed \$56,250.00 to serve as Underwriter/Placement Agent/Municipal Advisor associated with three separate revenue bond issuances and further authorize payment to the firm for services rendered in accordance with the agreement. **Master Plan Implementation Goals: 3.4, 3.7, 3.8, 6.6**
8. Contract Authorization – Agenda Management Solution. Authorize a five year contract with Provox Systems, Inc. for the provision of an agenda management solution in the amount of \$34,150.00, including a \$1,000.00 contingency, and further approve payment up to the contract amount upon satisfactory implementation of the solution. **Master Plan Implementation Goals: 3.5**
9. Warrant No. 606. Authorize Warrant No. 606 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and Property Insurance 2 nd of 3 installments for FY 21/22	Various	\$66,777.50

ITEMS OF BUSINESS

1. Historical Commission Amended Bylaws. Consider approval of the proposed amended bylaws for the City's Historical Commission. **Master Plan Implementation Goals: 6.5, 6.7, 7.1**
2. MSHDA NEP Grant Agreement Approval. Authorize resolution approving the execution of a Housing Development Fund Grant Agreement with the Michigan State Housing Development Authority (MSHDA) for Neighborhood Enhancement Program (NEP) grant funds, further authorize the listed signatories to execute necessary documents, and authorize payment of said grant funds to the selected contractor per the terms of the agreement. **Master Plan Implementation Goals: 1.1, 1.9, 1.13, 2.6**
3. Marihuana Facilities Review. Conduct a review of the permitted number of marihuana facilities within the City limits per the terms Sec. 16.5-3(b) and Sec. 16.6-3(c) of the Code of Ordinances.

4. Contract Termination - WWTP Solids Handling Process Equipment Improvements Project – Engineering Services. Consider termination of the WWTP Solids Handling Process Equipment Improvements Project – Engineering Services Contract with Capital Consultants, Inc. dba C2ae. **Master Plan Implementation Goals: 3.8, 6.6**
5. Professional Services Agreement – WWTP Solids Handling Process Equipment Improvements Project, Part 2. Consider entering into a contract with Fishbeck, Thompson, Carr & Huber, Inc. dba Fishbeck for bid specification development and construction administration services (Part 2) of the WWTP Solids Handling Process Equipment Improvements Project in an amount not to exceed \$84,000.00. **Master Plan Implementation Goals: 3.8, 6.6**
6. Property Purchase – 326 S. Dewey Street. Consider resolution authorizing the purchase of the property at 326 S. Dewey Street for \$70,800.00 per the provisions of Public Act 206 of 1893. **Master Plan Implementation Goals: 1.1, 1.15**
7. ARPA Funding Discussion. Continuing discussion regarding the application process for vetting ARPA funding requests.

COMMUNICATIONS

1. Albert Martenis, Owosso Historical Commission. Letter of Resignation.
2. Downtown Development Authority/Main Street. Minutes of September 1, 2021.
3. Owosso Historical Commission. Minutes of September 13, 2021.
4. Downtown Development Authority/Main Street. Special Minutes of September 15, 2021.
5. Planning Commission. Minutes of September 27, 2021.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, October 18, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2024
Downtown Historic District Commission – term expires June 30, 2022
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – 2 terms expire December 31, 2023
Planning Commission – term expires June 30, 2022
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

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

PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING CAN ONLY BE VIEWED VIRTUALLY

The Owosso City Council will conduct an in-person meeting on October 4, 2021. Citizens may view and listen to the meeting using the following link and phone numbers.

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

The public joining the meeting via Zoom CANNOT participate in public comment.

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/85211498488?pwd=WXUxbkpaS1JmaEUwcDBiOWswaUNjZz09>
- **Meeting ID: 852 1149 8488**
- **Password: 578778**
- **One tap mobile**

+16465588656,,85211498488#,,,578778# US (New York)
+13017158592,,85211498488#,,,578778# US (Washington DC)
- **Dial by your location**

+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
- **For video instructions visit:**
 - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
 - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
 - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

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

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**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF SEPTEMBER 7, 2021
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER NICHOLAS L. PIDEK

PLEDGE OF ALLEGIANCE: MAYOR PRO-TEM SUSAN J. OSIKA

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

ABSENT: None.

APPROVE AGENDA

Motion by Councilmember Pidek to approve the agenda with the following changes:

Removal:

CONSENT AGENDA

3. Traffic Control Order – Open Streets Owosso.
4. Traffic Control Order – Open Streets Owosso Family Fun Run.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF SEPTEMBER 7, 2021

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of September 7, 2021 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

CDBG Grant Application – 152 Howard Street Project

A public hearing was conducted to receive citizen comment regarding the proposed application for a CDBG grant for the 152 Howard Street Redevelopment Project.

The following person commented in regard to the proposed grant application:

Tom Manke, 2910 W. M-21, said this is a great opportunity for the business in question as well as the community. The Ludingtons will be creating much needed high quality housing.

Mayor Pro-Tem Osika thanked the Ludingtons for pursuing this development.

Motion by Mayor Pro-Tem Osika authorizing the following resolution approving the application for a CDBG grant for the 152 Howard Street Redevelopment Project:

RESOLUTION NO. 163-2021

**RESOLUTION AUTHORIZING CDBG GRANT APPLICATION –
RENTAL REHABILITATION PROJECT FOR 152 HOWARD STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, intends to apply for a CDBG Grant to complete a Rental Rehabilitation Project at 152 Howard Street; and

WHEREAS, the City of Owosso desires to request \$420,000 in CDBG funds to convert aforementioned property into mixed use space to include seven (7) new upper story residential units. The property owner will provide \$558,715 in privately sourced matching funds; and

WHEREAS, the property owner commits funds in the event of project overruns; and

WHEREAS, the proposed project is consistent with the local Community Development Plan/City Master Plan as described in the Application; and

WHEREAS, the proposed project will fill a need to increase the residential density in the city by providing seven (7) new units that did not previously exist – four (4) of which will be rented to a low to moderate income person(s); and

WHEREAS, local funds and any other funds to be invested in the project have not been obligated/incurred and will not be obligated/incurred prior to a formal grant award, completion of the environmental review procedures and State Historic Preservation Office procedures and a formal written authorization to obligate/incure costs from the Michigan Economic Development Corporation.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve the CDBG application for the 152 Howard Street Rental Rehabilitation Project.

SECOND: City Manager Nathan R. Henne is hereby designated as the Environmental Review Certifying Officer, the person authorized to certify the Michigan CDBG Application, the person authorized to sign the Grant Agreement and Payment Requests, and the person authorized to execute any additional documents required to carry out and complete the grant.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-2, said the overwhelming response to his online survey asking people whether the area along Jerome Street should be mowed or remain natural was to keep the area mowed. He felt so strongly about the issue that he suggested it be placed on a ballot.

Joseph Moore, property owner at 304 Michigan Avenue, asked for an update on his request to remove wood from the Aiken Road drop-off site. He also asked that City Council agree to compromise on his residential parking issue.

Mayor Eveleth reminded everyone of the special City Council meeting September 28, 2021 at 6:00 p.m. in the City Hall Council Chambers to discuss strategic planning.

CONSENT AGENDA

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

First Reading and Set Public Hearing – Ordinance Amendment – OHC Membership. Conduct first reading and set a public hearing for Monday, October 4, 2021 to receive citizen comment regarding the proposed amendment to Chapter 2, Administration, Article IV, Boards and Commissions, Division 2, Historical Commission, Sec. 2-228, *Members; appointment, terms, etc.*, to amend the number of board members as follows:

RESOLUTION NO. 164-2021

AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR THE PROPOSED AMENDMENT TO CHAPTER 2, ADMINISTRATION, ARTICLE IV, BOARDS AND COMMISSIONS, DIVISION 2, HISTORICAL COMMISSION, SEC. 2-228, *MEMBERS; APPOINTMENT, TERMS, ETC.*, OF THE CODE OF ORDINANCES TO AMEND THE NUMBER OF HISTORICAL COMMISSION MEMBERS

WHEREAS, the City of Owosso, Shiawassee County, Michigan has an Historical Commission, established by ordinance, to recognize, preserve and bring public attention to the city's historical treasures; and

WHEREAS, the membership of the Historical Commission was increased to nine members in 2014 and again in 2016 to eleven members; and

WHEREAS, it has become apparent that the community is unable to sustain an Historical Commission of the current size, with a number of commission vacancies going unfilled for a number of months; and

WHEREAS, it is reasonable to amend the ordinance reducing the number of members to seven, as originally established; and

WHEREAS, it is the long-standing practice of the City Council to hold a public hearing to receive citizen comment regarding any and all proposed ordinance amendments.

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

SECTION 1. AMENDMENT. That Chapter 2, Administration, Article IV, Boards and Commissions, Division 2, Historical Commission, Sec. 2-228, *Members; appointment, terms, etc.*, of the Code of Ordinances of the City of Owosso be amended as follows:

Sec. 2-228. - Members; appointment, terms, etc.

The members of the historical commission shall be appointed by the city council. Membership shall consist of one (1) member from the council and ~~ten (10)~~ **seven (7)** members at large appointed for three-year terms. No member at large shall be appointed to the historical commission for more than two (2) successive terms unless one (1) year has elapsed after his or her second term expires.

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

SECTION 3. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

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

Traffic Control Order - Block Party. Consider request from Rachel Ewald for closure of North Ball Street between Galusha Street and North Street from 12:00 p.m.-3:00 p.m. Saturday, October 2, 2021 for a block party and approve Traffic Control Order No. 1457 formalizing the request.

Traffic Control Order – Open Streets Owosso. (This item was removed from the agenda.)

Traffic Control Order – Open Streets Owosso Family Fun Run. (This item was removed from the agenda.)

Traffic Control Order – Owosso High School 2021 Homecoming Parade. Consider request from Owosso High School Athletic Director for closure of streets listed on the application from 5:30 p.m.-6:30 p.m. Friday, October 1, 2021 for a parade and approve Traffic Control Order No. 1461 formalizing the request.

Traffic Control Order – Oktoberfest. Consider request from the Shiawassee Regional Chamber of Commerce for use of the Ball/Exchange Parking Lot (#5) and various downtown streets at assorted times from October 7, 2021 at 5:00 a.m. through October 10, 2021 at 5:00 p.m. for Oktoberfest 2021 approve Traffic Control Order No. 1462 formalizing the request.

Contract Amendment – Professional Services Agreement – Grove Holman Park Warming Center Architectural Services. Approve Amendment No. 1 to the Professional Services Agreement – Grove Holman Park Warming Center Architectural Services with H2A Architects for the creation of a detailed construction cost estimate in the amount of \$880.00, and further approve payment to the architect in the amount of the contract, including Amendment No. 1 as follows:

RESOLUTION NO. 165-2021

AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO GROVE HOLMAN POOL BUILDING – ARCHITECTURAL SERVICES CONTRACT WITH H2A ARCHITECTS INC

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with H2A Architects Inc for the provision of architectural services for the Grove Holman Pool Building Renovation by the adoption of Resolution No. 69-2021 on April 19 2021; and

WHEREAS, staff desires to expand the contract to include additional services for providing a cost projection for the construction of the project.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution No. 69-2021 on April 19, 2021 with H2A Architects Inc, to include additional services in the amount of \$880.00 for a detailed construction cost estimate for the Grove Holman building renovation.
- SECOND: The accounts payable department is authorized to submit payment to H2A Architects Inc, in the amount of \$12,500.00, plus \$880.00, for a total of \$13,380 for architectural services.
- THIRD: The above additional services in the amount of \$880.00 shall be paid from the Park Millage Funds Account 208-756-974.000.

Contract Amendment - Bentley Park Tennis Court Resurfacing & Conversion Contract. Approve Amendment No. 1 to the Bentley Park Tennis Court Resurfacing & Conversion Contract with McKearney Asphalt & Sealing, Inc. increasing the contract in the amount of \$2,800.00 for the purchase of pickleball posts and nets and repainting of the basketball court, and further approve payment to the contractor up to the contract amount, including Amendment No. 1 as follows:

RESOLUTION NO. 166-2021

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO
BENTLEY PARK TENNIS COURT RESURFACING & CONVERSION CONTRACT
WITH MCKEARNEY ASPHALT & SEALING, INC.**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with McKearney Asphalt & Sealing, Inc. for the resurfacing and conversion of the Bentley Park tennis courts by the adoption of Resolution No. 143-2021 on August 2, 2021; and

WHEREAS, staff desires to expand the contract to include additional services for providing pickleball nets and poles, and repainting the Bentley Park basketball courts.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution No. 143-2021 on August 2, 2021 with McKearney Asphalt & Sealing, Inc. to include additional services in the amount of \$2,800.00 for the Bentley Park Tennis Court Resurfacing & Conversion Contract.
- SECOND: The accounts payable department is authorized to submit payment to McKearney Asphalt & Sealing, Inc. in the amount of \$56,950.00, plus \$2,800.00, for a total of \$59,750.00 for the work conducted at Bentley Park.
- THIRD: The above additional services in the amount of \$2,800.00 shall be paid from the Parks Millage Funds Account 208-756-974.000.

Contract Amendment – Gould House Renovation Project. Approve Amendment No. 1 to the Gould House Renovation Project Contract with Moore - Trosper Construction Co. increasing the contract in the

amount of \$21,399.09 to address serious issues discovered in the field, and further approve payment to the contractor up to the contract amount, including Amendment No. 1 as follows:

RESOLUTION NO. 167-2021

**AUTHORIZING AMENDMENT NO. 1 TO THE
CONTRACT WITH MOORE-TROSPER CONSTRUCTION CO.
FOR THE GOULD HOUSE RENOVATION PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into a contract for \$192,000 with the Moore-Trosper Construction Co. by the adoption of city council Resolution No. 81-2021 on May 17, 2021 for the Gould House Renovation Project; and

WHEREAS, the Owosso Historical Commission and City Manager desire to expand the contract to include additional construction services needed as identified during the original construction plan implementation; and

WHEREAS, the City Manager has reviewed the estimate as submitted by Moore-Trosper and finds it reasonable.

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 approve Amendment No. 1 to the Gould House Renovation Contract with Moore-Trosper Construction Co. to include additional services in the amount of \$21,399.09 for additional construction project needs.
- SECOND: The mayor and city clerk are requested and authorized to sign Amendment No. 1 to the Contract between the City of Owosso, Michigan and the Moore-Trosper Construction Co. in the amount of \$21,399.09
- THIRD: The accounts payable department is authorized to submit payment to Moore-Trosper Construction Co. in the amount of the contract, including Amendment No. 1.
- FOURTH: The above Amendment No. 1 shall be paid from the Historic Sites Fund: 298-799-831.000

Purchase Authorization – Police Vehicle A. Waive competitive bidding requirements and authorize a purchase agreement with Signature Auto Group of Owosso for the purchase of a 2021 Ford Interceptor Police Utility in the amount of \$35,679.00 utilizing Macomb County Contract # 21-18 and further authorize payment to the vendor upon satisfactory delivery of the vehicle as follows:

RESOLUTION NO. 168-2021

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF A POLICE VEHICLE WITH SIGNATURE AUTO GROUP OF OWOSSO**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso desires to purchase one new police vehicle and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid; and

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality.

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

- FIRST: the City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one 2021 Ford Interceptor Utility Police Vehicle from Signature Auto Group of Owosso, utilizing Macomb County Contract #21-18, for a cost to the City of Owosso of \$35,679.00
- SECOND: the Finance Director and the Director of Public Safety are hereby instructed and authorized to sign documents necessary to complete the transaction.
- THIRD: payment is authorized to Signature Auto Group in the amount of \$35,679.00 upon delivery of the police vehicle.
- FOURTH: the above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000. The City of Owosso received a USDA grant for \$18,600.00 towards the purchase of the vehicle.

Purchase Authorization – Police Vehicle B. Waive competitive bidding requirements and authorize a purchase agreement with Signature Auto Group of Owosso for the purchase of a 2022 Ford Explorer 4x4 Base in the amount of \$28,858.00 utilizing Macomb County Contract # 21-18 and further authorize payment to the vendor upon satisfactory delivery of the vehicle as follows:

RESOLUTION NO. 169-2021

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE OF A POLICE VEHICLE WITH SIGNATURE AUTO GROUP OF OWOSSO

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso desires to purchase one new vehicle for the Police Department and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid; and

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality.

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

- FIRST: the City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase one 2022 Ford Explorer 4x4 Base from Signature Auto Group of Owosso, utilizing Macomb County Contract #21-18, for a cost to the City of Owosso of \$28,858.00.
- SECOND: the Finance Director and the Director of Public Safety are hereby instructed and authorized to sign documents necessary to complete the transaction.
- THIRD: payment is authorized to Signature Auto Group in the amount of \$28,858.00 upon

delivery of the police vehicle.

FOURTH: the above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

Bid Award – Gould House HVAC. Authorize bid award to Maurer Heating and Cooling Co. for the Gould House HVAC project in the amount of \$27,162.39 and further authorize payment to the contractor upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 170-2021

AUTHORIZING A BID AWARD TO MAURER HEATING AND COOLING CO. FOR THE GOULD HOUSE HVAC PROJECT

WHEREAS, the City of Owosso owns the Gould House – located at 515 N Washington Street; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that the hot water heaters, furnaces, and air conditioning units are past their useful lives and require replacement – with such replacement listed in the 6-year capital improvements plan; and

WHEREAS, the city of Owosso sought bids to replace said equipment and received one bid in the amount of \$27,162.39 from Maurer Heating and Cooling Co.

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 replace the aforementioned mechanical equipment in the Gould House.
- SECOND: The City of Owosso has further determined that it is advisable, necessary and in the public interest to employ Maurer Heating and Cooling Co. for said mechanical replacement.
- THIRD: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for HVAC Replacement – Gould House with Maurer Heating and Cooling Co. in the amount of \$27,162.39
- FOURTH: The accounts payable department is authorized to pay Maurer Heating and Cooling Co. for work satisfactorily completed on the project up to the bid amount.
- FIFTH: The above expenses shall be paid from the Historic Sites Fund (298-799-831.000) and – if necessary – from Historical Commission Fund (297-799-831.00). Funds shall come from 298 fund until exhausted. If that occurs, remaining funds to be from 297.

Check Register – August 2021. Affirm check disbursements totaling \$1,314,757.63 for August 2021.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

Medical Marijuana License Transfer Request

City Manager Nathan R. Henne indicated this item would approve the transfer of the local medical marijuana provisioning center license from GH Processing to GAGE Cannabis Company.

Motion by Mayor Pro-Tem Osika to approve transfer of the Medical Marijuana Provisioning Center License, located at 1115 Corunna Avenue, from GH Processing to AEY Holdings, LLC dba GAGE Cannabis Company.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Demolition Authorization & Contract Approval – 623 Frazer Street

City Manager Henne explained that there was a fire at this location and the owner did not have the home insured. The City took ownership of the property in order to expedite the demolition process with the goal of having a new home built on the parcel.

Councilmember Pidek inquired how many vacant residential properties the City owns. City Manager Henne indicated there are not many.

Mayor Pro-Tem Osika asked if the City could reach out to Habitat for Humanity once the parcel is ready for redevelopment. City Manager Henne noted that he had already reached out to them.

Mayor Eveleth noted that the county Home Builders Association could be contacted as well.

Motion by Councilmember Teich to authorize demolition of the structure at 623 Frazer Street, approve bid award to S.A. Smith Paving and Trucking, Inc. in the amount of \$10,130.00, and establish a lien on the property for the costs incurred as follows:

RESOLUTION NO. 171-2021

AUTHORIZING THE EXECUTION OF A CONTRACT WITH S.A. SMITH PAVING & TRUCKING, INC. DBA SMITH SAND & GRAVEL FOR THE DEMOLITION OF THE STRUCTURE AT 623 FRAZER STREET

WHEREAS, the home at 623 Frazer Street incurred a fire in January of 2021; and

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the remains of the house should be demolished to eliminate blight in the neighborhood and to spur residential redevelopment; and

WHEREAS, the city of Owosso sought bids to demolish the structure at 623 Frazer Street; a bid was received from S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel and it is hereby determined

that S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel 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 demolish the structure located at 623 Frazer Street.

SECOND: The City of Owosso has further determined that it is advisable, necessary and in the public interest to employ S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for said demolition.

THIRD: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Demolition of 623 Frazer Street with S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel in the amount of \$10,130.00.

FOURTH: The accounts payable department is authorized to pay S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for work satisfactorily completed on the project up to the bid amount.

FIFTH: The above expenses shall be paid from the General Fund 101-370-818.000.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

Bid Award – Aiken Road Drop-Off Site Maintenance

City Manager Henne indicated this work has typically not been bid out in the past as the contract fell under the amount requiring Council authorization. The City's current contractor increased his price drastically this year, necessitating the last minute bid process.

Councilmember Fear asked how Mr. Moore's request to allow citizens to cut up and remove large logs on the site might affect the proposed contract. City Manager Henne indicated that he had spoken with the City's insurance provider and they recommended against allowing citizens to cut and remove wood from the site.

Motion by Mayor Pro-Tem Osika to authorize bid award to Pennington Farm Drainage LLC for maintenance of the Aiken Road Drop-Off Site for the 2021-2022 fiscal year in the amount of \$14,485.80 and further authorize payment to the contractor upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 172-2021

AUTHORIZATION TO ENTER INTO A SERVICE AGREEMENT WITH PENNINGTON FARM DRAINAGE LLC FOR AIKEN ROAD BRUSH AND LEAF SITE SERVICES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that services at the

Aiken Road Brush and Leaf Site as well as maintenance of composting is required, and in the public interest to maintain an aesthetically pleasing community, and to avoid risk of property damage and risk to the general public; and

WHEREAS, the City of Owosso solicited bids to perform Aiken Road Brush & Leaf services, for the 2021-2022 fiscal year; and

WHEREAS, Pennington Farm Drainage LLC of Oakley, Michigan has offered to provide the Aiken Road Brush & Leaf services in the low responsive amount of \$14,485.80.

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 Pennington Farm Drainage LLC for Aiken Road Brush & Leaf services for the 2021-2022 fiscal year.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the contract document(s) for services between the City of Owosso, Michigan and Pennington Farm Drainage LLC of Oakley in the amount of \$14,485.80.
- THIRD: The accounts payable department is authorized to pay Pennington Farm Drainage LLC for work satisfactorily completed in the amount of \$14,485.80.
- FOURTH: The above expenses shall be paid from account 101-528-818.000.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

Grant Application – Cedar Street Railroad Crossing

City Manager Henne noted that, should Council approve the item, the City would apply for an MDOT grant for the reconstruction of the South Cedar Street rail crossing on behalf of the Huron & Eastern Railway. The Railway is ineligible to apply for said funding because it is not a local road agency. This request came to the City in the eleventh hour, but the City and the Railway have been in contact regarding this crossing since a train derailed near the crossing in November of 2018.

Motion by Councilmember Pidek to approve the application to MDOT for Local Grade Crossing Surface Program grant funds for the proposed reconstruction of the Huron & Eastern Railroad crossing on S. Cedar Street as follows:

RESOLUTION NO. 173-2021

AUTHORIZING APPLICATION FOR FY2022 LOCAL GRADE CROSSING SURFACE PROGRAM FOR HURON & EASTERN RAILROAD CROSSING ON S. CEDAR STREET

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Service Department recommends the reconstruction of the Huron & Eastern railroad crossing on S. Cedar Street; and

WHEREAS, the Michigan Department of Transportation offers its portion of state funds known as Local Grade Crossing Surface Program - fiscal year 2022, for this work; and

WHEREAS, the City of Owosso proposes to secure a Local Grade Crossing Surface Program project, which is paid for 60 percent (60%) by a MDOT Grant and forty percent (40%) by Huron & Eastern Railroad as outlined in its 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 heretofore determined that it is advisable, necessary and in the public interest to proceed with the proposed railroad crossing improvements.

SECOND: The City of Owosso is actively seeking a Local Grade Crossing Surface Program award, to reconstruct the Huron & Eastern railroad crossing on S. Cedar St and is willing to participate in this program.

THIRD: That the proper city staff members are authorized to sign the application documents.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ARPA Funding Discussion

City Manager Henne distributed copies of the applications and scoring criteria for vetting business and non-profit ARPA funding requests. He indicated a City application would be forthcoming. He encouraged Council to review them, suggesting that the Council may want to weigh public opinion more heavily within the scheme.

There was discussion regarding setting a deadline for submissions, whether the availability of other grant funding would factor into evaluation of an application, and developing a scoring threshold to reduce the number of requests that must be fully vetted by City Council. City Manager Henne offered to update the applications and develop a flow chart for the next meeting.

Lastly, the Council discussed how much of the ARPA funding could be used for street projects and the need to include the replacement of watermain and lead service lines in the estimated cost for street projects. City Manager Henne cautioned the group that the reconstruction projects for North Street and Center Street may not be able to take place next year without ARPA funds.

COMMUNICATIONS

N. Bradley Hissong, Building Official. August 2021 Building Department Report.

N. Bradley Hissong Building Official. August 2021 Code Violations Report.

N. Bradley Hissong Building Official. August 2021 Inspections Report.

N. Bradley Hissong Building Official. August 2021 Certificates Issued Report.

Kevin D. Lenkart, Public Safety Director. August 2021 Police Report.

Kevin D. Lenkart, Public Safety Director. August 2021 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, spoke about the fact that he is finally eligible to receive a hand-carved cane from the Corunna VFW now that he has proof of his service in Cambodia.

Joseph Moore, property owner at 304 Michigan Avenue, asked, in light of the fact the City's insurer recommended against allowing citizens to cut and remove wood from the Aiken Road Drop-off Site, that the City consider cutting up the larger logs at the site so that they could be taken by citizens for heating their homes.

NEXT MEETING

Tuesday, September 28, 2021, 6:00 p.m. – Strategic Planning Session
Monday, October 04, 2021, 7:30 p.m. – Regular Meeting

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2024
Downtown Historic District Commission – term expires June 30, 2022
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Planning Commission – term expires June 30, 2022
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 8:12 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

**CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES OF SEPTEMBER 28, 2021
6:00 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

PLEDGE OF ALLEGIANCE: MAYOR CHRISTOPHER T. EVELETH

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

ABSENT: None.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

ITEMS OF DISCUSSION

Strategic Planning

Facilitator Patrice Martin was present to guide the City Council through the second of three strategic planning sessions. The goal of tonight's meeting was to better understand the roles and processes of the City Council as they pertain to the Master Plan.

Ms. Martin gave a brief overview of how the Master Plan was developed with input from staff, Council, the Planning Commission, citizens, and local stakeholders and how it can serve as a strategic plan for the City. She talked about how crucial it is that expectations are clearly articulated and everyone involved understands their role in the process and how those roles complement and support each other.

Next, Council discussed their role in the implementation of the Master Plan and the current state of affairs with this undertaking, making a list of their observations.

The Council recessed from 6:57 p.m. until 7:03 p.m.

Upon their return the Council was asked what their desired role would be in implementing the Master Plan in the future and a second list was generated. Ms. Martin then guided the Council through a discussion as to how the two lists were similar and different. The group also talked about the need to complete the feedback loop and report back to everyone whose input was received how the information will be used.

The group then assembled a list of resources and strategies that would be necessary to support the desired future state. The list is as follows:

Resources / Strategies

Identify where agenda items "live" in the Master Plan

Institute Council/City Manager work sessions

Close the feedback loop with citizens, City staff, and boards & commissions

Improve technology/Wi-Fi in the Council Chambers

Understand what citizens really want

Wrapping up the meeting Ms. Martin asked each Councilmember to give one reason for optimism. A sampling of those reasons follows:

Everyone on Council seems to be in the same headspace
The positive way this Council works together
Opportunities like this that allow people to put their ideas out there
Excitement about making the Master Plan part of the culture

City Manager Nathan R. Henne carefully cautioned the group that culture changes happen slowly and will take time.

The last strategic planning session will involve the City Council and Department Managers and will be scheduled in the coming weeks. The goal of the session will be to develop outcomes and measures to assess the implementation of the Master Plan.

NEXT MEETING

Monday, October 04, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2024
Downtown Historic District Commission – term expires June 30, 2022
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Planning Commission – term expires June 30, 2022
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:04 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 ST • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: September 14, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: Set Public Hearing – Ordinance Amendment – OHC Membership

RECOMMENDATION:

I recommend the Council set a public hearing for Monday, October 4, 2021 at 7:30 p.m. in the City Hall Council Chambers to receive citizen comment regarding the proposed amendment to Sec. 2-228, Members; appointment, terms, etc., to reduce the number of Historical Commission members from eleven to seven.

BACKGROUND:

Several years back the membership of the Historical Commission (OHC) was expanded from 7 to 9, then again from 9 to 11 with the intent of being able to organize and hold more events each year. Unfortunately, in the last couple of years the Commission has experienced a lot of turnover and there are currently numerous vacancies that have gone unfilled for several months. It has become clear that the community cannot sustain a commission of this size, and the time has come to scale back the previous changes, returning the group to a membership of seven.

FISCAL IMPACTS:

None.

ORDINANCE NO.

AMENDING CHAPTER 2, ADMINISTRATION,
ARTICLE IV, *BOARDS AND COMMISSIONS*, DIVISION 2, HISTORICAL COMMISSION,
SEC. 2-228, *MEMBERS; APPOINTMENT, TERMS, ETC.*, OF THE CODE OF ORDINANCES
TO AMEND THE NUMBER OF HISTORICAL COMMISSION MEMBERS

WHEREAS, the City of Owosso, Shiawassee County, Michigan has an Historical Commission, established by ordinance, to recognize, preserve and bring public attention to the city's historical treasures; and

WHEREAS, the membership of the Historical Commission was increased to nine members in 2014 and again in 2016 to eleven members; and

WHEREAS, it has become apparent that the community is unable to sustain an Historical Commission of the current size, with a number of commission vacancies going unfilled for a number of months; and

WHEREAS, it is reasonable to amend the ordinance reducing the number of members to seven, as originally established; and

WHEREAS, the City Council held a public hearing on the proposed amendment October 4, 2021, heard all interested persons, and deliberated on the request.

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

SECTION 1. AMENDMENT. That Chapter 2, Administration, Article IV, *Boards and Commissions*, Division 2, Historical Commission, Sec. 2-228, *Members; appointment, terms, etc.*, of the Code of Ordinances of the City of Owosso be amended as follows:

Sec. 2-228. - Members; appointment, terms, etc.

The members of the historical commission shall be appointed by the city council. Membership shall consist of one (1) member from the council and seven (7) members at large appointed for three-year terms. No member at large shall be appointed to the historical commission for more than two (2) successive terms unless one (1) year has elapsed after his or her second term expires.

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

SECTION 3. EFFECTIVE DATE. This amendment shall become effective October 25, 2021.



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: September 23, 2021
TO: Owosso City Council
FROM: Kevin Lenkart
Public Safety Chief
RE: Notice of Public Hearing

Please take notice that the City of Owosso Michigan will hold a public hearing on October 18, 2021 at 7:30 P.M. during the regular city council meeting. The hearing will allow for public comment on the application for grant money from the USDA for a portion of the cost of purchasing a new police vehicle for the Owosso Police Department.

The City of Owosso is eligible for up to 35% in federal assistance for the purchase price of a police vehicle and corresponding accessories. Any remaining funding would be covered by the City of Owosso.

RESOLUTION NO.

**SET A PUBLIC HEARING TO HEAR CITIZEN COMMENT ON
THE APPLICATION FOR GRANT MONEY FROM THE USDA**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has a police department requiring the use of police vehicles; and

WHEREAS, the USDA has a grant program that provides funding for police vehicles and this grant program requires a public hearing to allow for public comment on applying for grant money; and

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

WHEREAS, the City of Owosso is eligible for up to 35% in federal assistance toward the purchase of a police vehicle and corresponding accessories. Any remaining funding would be covered by the City of Owosso.

NOW THEREFOR BE IT RESOLVED THAT:

FIRST: a public hearing is set for Monday, October 18, 2021 at 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing citizen comment regarding the application for a grant from the USDA for the purchase of one police vehicle.



MEMORANDUM

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

DATE: September 28, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Planning Commission

SUBJECT: Chapter 16.6 Adult Use Marihuana Establishments Licensing – Police Power Ordinance Amendments

RECOMMENDATION:

The Planning Commission recommends amending the Chapter 16.6 Adult Use Marihuana Establishments Licensing – Police Power Ordinance to allow for Excess Marihuana Grower Licenses.

BACKGROUND:

When the City of Owosso adopted an ordinance for Adult Use Recreational Marihuana, the Special Licenses were prohibited. The City has since received a request from a local Grower to allow for the Excess Marihuana Grower License. See attachment from the MRA and clarification on excess marijuana grow licenses.

The Planning Commission voted at its regular meeting on September 27, 2021 to recommend to the City Council to approve the ordinance amendment.

FISCAL IMPACTS:

The Excess Marihuana Grower License application fee is \$5,000 per year.

Document originated by: Tanya S. Buckelew, Planning & Building Director



Could you provide clarification on excess marijuana grower licenses?

To be issued an excess marijuana grower license, you must:

- Hold five marijuana grower class C licenses under the **Michigan Regulation and Taxation of Marijuana Act (MRTMA)**

AND

- Hold at least two grower class C licenses under the **Medical Marijuana Facilities Licensing Act (MMFLA)**.

The number of MMFLA grower class C licenses held determines the number of Excess marijuana plants allowed. Based on the medical marijuana plant count, a licensee is allowed to grow in increments of 2,000 plants under the excess marijuana grower license, up to what is allowed on the medical side.

Examples:

If a licensee had five grower class C licenses under the MRTMA and had:

- Two class C grower licenses under the MMFLA (growing up to 3,000 medical marijuana plants)
 - Under the excess marijuana grower license, a licensee can grow in increments of 2,000 plants – up to what is allowed on the medical side.
 - In this example, the licensee would be authorized to grow 2,000 marijuana plants under the excess marijuana grower license.
 - The 2,000 plants authorized to be grown under the excess marijuana grower license would be in addition to the 10,000 plants authorized to be grown under the five grower class C licenses issued under the MRTMA.
- Three class C grower licenses under the MMFLA (growing up to 4,500 medical marijuana plants)
 - Under the excess marijuana grower license, a licensee can grow in increments of 2,000 plants – up to what is allowed on the medical side.
 - In this example, the licensee would be authorized to grow 4,000 marijuana plants under the excess marijuana grower license.
 - The 4,000 plants authorized to be grown under the excess marijuana grower license would be in addition to the 10,000 plants authorized to be grown under the five grower class C licenses issued under the MRTMA.



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RESOLUTION NO.

**AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR
THE PROPOSED AMENDMENT TO SECTION 16.6-3, AUTHORIZATION OF FACILITIES AND FEE,
OF CHAPTER 16.6, ADULT USE MARIHUANA ESTABLISHMENTS LICENSING – POLICE POWER
ORDINANCE, OF THE CODE OF ORDINANCES
TO ALLOW EXCESS MARIHUANA GROWER LICENSES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, permits certain adult use marihuana establishments within the City; and

WHEREAS, the Planning Commission recommended, at its September 27, 2021 meeting, addition of the Excess Marihuana Grower License to the list of permitted establishments; and

WHEREAS, it is the long-standing practice of the City Council to hold a public hearing to receive citizen comment regarding any and all proposed ordinance amendments.

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

SECTION 1. AMENDMENT. That Chapter 16.6, Adult Use Marihuana Establishments Licensing – Police Power Ordinance, Sec. 16.6-3, *Authorization of facilities and fee*, of the Code of Ordinances of the City of Owosso be amended as follows:

Sec. 16.6-3. - Authorization of facilities and fee.

- (a) The maximum number of each type of adult use marihuana establishment allowed in the city shall be as follows:

Establishment	Number
Grower	Unlimited
Processor	Unlimited
Retailer	4 (see Sec 16.6-3(e))
Safety compliance facility	Unlimited
Secure transporter	Unlimited
Excess Marihuana Grower	Unlimited

- (b) *Special licenses prohibited.* Pursuant to the MRTMA, section 6(1), the city elects to prohibit the licensing and operation of **SPECIFIC** special licenses within its boundaries to the extent it is permitted to prohibit them under the Act, which shall specifically prohibit as follows:

License Type	Number
Designated consumption establishment license	Prohibited
Excess marihuana grower license	Prohibited
Marihuana event organizer license	Prohibited
Temporary marihuana event license	Prohibited
Marihuana microbusiness	Prohibited

- (c) Planning commission shall review the number of allowed adult use marihuana establishments at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be

adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana establishment allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.

- (d) A nonrefundable fee shall be paid by each marihuana establishment licensed under this chapter in an annual amount as set by resolution of the city council.
- (e) Not more than a total of four (4) marihuana retailers may be authorized in the city, so long as the total combined number of single locations of marihuana retailers authorized under this chapter and marihuana provisioning centers authorized under the city's medical marihuana facilities ordinance does not exceed four (4) such authorized locations. By way of example, if three (3) marihuana provisioning centers under the medical marihuana facilities ordinance have been authorized at three (3) separate locations within the city, then only one (1) marihuana retailer may be authorized at a fourth separate location under this chapter. However, up to three (3) additional marihuana retailers could be authorized under this chapter, so long as they were co-located with the existing marihuana provisioning centers already authorized. Similarly, if four (4) marihuana provisioning centers have already been authorized under the medical marihuana facilities ordinance at four (4) separate locations, then no marihuana retailers may be authorized under this chapter unless they are co-located with the existing marihuana provisioning centers.
- (f) All adult use marihuana establishments as permitted by this chapter, shall be subject to the same zoning restrictions as the medical marihuana facilities as set forth in chapter 38 "zoning" of the City's Code of Ordinances. Specifically:
 - (1) Adult use marihuana growers **and excess marihuana growers** shall be subject to the same zoning restrictions and requirements applicable to medical marihuana growers;
 - (2) Adult use marihuana processors shall be subject to the same zoning restrictions and requirements applicable to medical marihuana processors;
 - (3) Adult use marihuana retailers shall be subject to the same zoning restrictions and requirements applicable to medical marihuana provisioning centers;
 - (4) Adult use marihuana safety compliance facility shall be subject to the same zoning restrictions and requirements applicable to medical marihuana safety compliance facility;
 - (5) Adult use marihuana secure transporter shall be subject to the same zoning restrictions and requirements applicable to medical marihuana secure transporter.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, October 18, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed addition to the Code of Ordinances.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

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



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

MEMORANDUM

DATE: October 4, 2021

TO: Owosso City Council

FROM: Katherine Fagan, City Treasurer

RE: Hazards and Nuisances Special Assessment Roll

Over the course of the year, the City takes action to alleviate nuisances and hazards to the public that exist on private property. The charges for these actions are invoiced to the owner of record for the property. Once a year, per section 28-10.5 of the Code, any charges left unpaid shall be established as liens to the affected property. Once the lien is established I would be authorized to add the amount of the invoices to the tax roll.

The associated document to this memo details the outstanding nuisance and hazard invoices since this process last took place in December of 2020. It lists the invoice numbers, the due date of the invoice, the parcel number and address, the type of nuisance or hazard and the amount of the invoice.

Also, attached you will find a list of parcels which were invoiced during the year and were sold at the August or September State tax sale. The State's tax sale process removes any outstanding balances owed on a property and as such the amounts invoiced to each parcel will be written off. No action is required on this secondary list, it is simply provided as a point of information.

The process for establishing a lien is handled via special assessment. Initially, the list of outstanding invoices is presented to Council with a request to set a public hearing. Upon this action, letters are sent to the affected property owners informing them of the City's intent to lien their property if the invoice(s) remains unpaid. They then have the opportunity to protest the proposed action at the public hearing. At the conclusion of the public hearing the Council can accept the roll as presented, make amendments to the roll, or hold off on action all together (though this is not recommended).

Tonight, I recommend that you take action to start this process in motion by setting a public hearing for October 18, 2021, to receive citizen comment regarding this roll. An updated list of unpaid invoices will be provided to you at that meeting.

To: Owosso City Council
 From: Katherine Fagan, City Treasurer
 Date: October 4, 2021



The following special assessment roll consists of unpaid nuisances and hazards.

INVOICE DATE DUE DATE	INV#	TYPE	PARCEL #	NAME SERVICE ADDRESS	AMT DUE
08/10/20 9/9/2020	5161	MISC	050-390-004-012-00	HEASLIP, MARILEE 1260 ADAMS	229.21
08/12/20 9/11/2020	5165	MISC	050-010-033-006-00	1115 CORUNNA LLC 1115 CORUNNA	237.83
08/12/20 9/11/2020	5166	MISC	050-420-005-009-00	SWARTHOUT, TINA 755 DIVISION	199.35
08/14/20 9/13/2020	5167	CLEAN	050-651-003-010-00	BAC HOME LOANS SERVICING 419 CLINTON	2,757.72
09/28/20 10/28/2020	5223	MISC	050-250-000-008-00	BURNS, BARBARA L 602 N SHIAWASSEE	283.68
09/28/20 10/28/2020	5224	MISC	050-310-002-003-00	SILVERNAIL, MILDRED 900 ADA	263.45
09/30/20 10/30/2020	5225	MISC	050-390-004-012-00	HEASLIP, MARILEE 1260 ADAMS	237.83
09/30/20 10/30/2020	5229	MISC	050-011-021-001-00	FRE OWOSSO MI REALTY, LLC 918 CORUNNA	196.48
09/30/20 10/30/2020	5233	MISC	050-390-004-012-00	HEASLIP, MARILEE 1260 ADAMS	237.83
10/01/20 10/31/2020	5236	MISC	050-250-000-008-00	BURNS, BARBARA L 602 N SHIAWASSEE	148.83
10/01/20 10/31/2020	5237	MISC	050-010-033-006-00	1115 CORUNNA LLC 115 CORUNNA	163.60
10/01/20 10/31/2020	5239	MISC	050-310-002-003-00	SILVERNAIL, MILDRED 900 ADA	237.83
11/24/20 12/24/2020	5321	CLEAN	050-113-018-011-00	SIMS, CHARLES & JENNIFER 402 S CHIPMAN	227.16
11/24/20 12/24/2020	5322	CLEAN	050-666-000-025-00	SINGLETON, JENNIFFER G. 443 E MAIN	199.73
11/24/20 12/24/2020	5323	CLEAN	050-651-039-008-00	UNDERWOOD MATTHEW 925 S BALL	591.57
11/25/20 12/25/2020	5324	CLEAN	050-250-000-040-00	HURTEAU, DALE M. & LINDA J. 624 PINE	235.78
11/25/20 12/25/2020	5325	CLEAN	050-420-006-001-00	ARMSTRONG, MARC & NICHOLE 703 GRAND	250.46
11/25/20 12/25/2020	5326	CLEAN	050-666-000-036-00	WRIGHT, COLIN ET AL 500 E EXCHANGE	227.41
11/25/20 12/25/2020	5328	CLEAN	050-140-000-005-00	VIPPERMAN, RANDALL & KARI 1017 N DEWEY	227.41
11/25/20 12/25/2020	5330	CLEAN	050-010-015-001-00	GILLIAM HARLAN A 667 GLENWOOD	225.78

INVOICE DATE DUE DATE	INV#	TYPE	PARCEL #	NAME SERVICE ADDRESS	AMT DUE
11/25/20 12/25/2020	5331	CLEAN	050-660-023-006-00	KENNEY, SHERRY 729 CLINTON	209.88
12/17/20 1/16/2021	5374	MISC	050-011-021-001-00	FRE OWOSSO MI REALTY, LLC 918 CORUNNA	231.76
12/17/20 1/16/2021	5378	MISC	050-470-007-002-00	HOFFMAN, DENNIS 208 E OLIVER	128.49
12/17/20 1/16/2021	5379	MISC	050-390-004-012-00	HEASLIP, MARILEE 1260 ADAMS	190.69
02/03/21 3/5/2021	5445	MISC	050-310-002-003-00	SILVERNAIL, MILDRED 900 ADA	515.88
03/04/21 4/3/2021	5489	SNOW	050-270-000-056-00	ELLIOTT, SUSAN E 1046 PEARCE	324.62
03/04/21 4/3/2021	5492	SNOW	050-580-000-099-00	LEE, CHERYL 834 E COMSTOCK	231.98
05/17/21 6/16/2021	5578	CLEAN	050-310-002-003-00	SILVERNAIL, MILDRED 900 ADA	157.46
05/17/21 6/16/2021	5579	CLEAN	050-310-002-003-00	SILVERNAIL, MILDRED 900 ADA	215.42
06/03/21 7/3/2021	5617	MISC	050-652-010-024-00	CAMPBELL, RHODA B 917 S PARK	200.64
06/03/21 7/3/2021	5618	CLEAN	050-310-002-003-00	SILVERNAIL, MILDRED 900 ADA	325.01
06/03/21 7/3/2021	5619	CLEAN	050-420-005-007-00	MCCULLY, LARRY 725 DIVISION	204.88
06/04/21 7/4/2021	5620	CLEAN	050-673-005-005-00	BOLITHO, SCOTT 607 Fletcher	232.13
06/04/21 7/4/2021	5622	CLEAN	050-114-006-001-00	MOSKAL PHILLIP 1122 S CEDAR	2,281.46
06/18/21 7/18/2021	5630	WEEDS	050-390-004-012-00	HEASLIP, MARILEE 1260 ADAMS	132.00
06/18/21 7/18/2021	5631	WEEDS	050-470-027-003-00	200 MAIN, LLC 200 E MAIN	162.00
06/18/21 7/18/2021	5633	WEEDS	050-113-003-005-00	KEEN, JASON 827 MILWAUKEE	147.00
06/18/21 7/18/2021	5636	WEEDS	050-420-004-001-00	PARKER,CORWIN & JEANNETTE MONROE ST	162.00
06/18/21 7/18/2021	5637	WEEDS	050-651-000-020-91	ELKS LODGE BPO #753 524 S WASHINGTON	162.00
06/18/21 7/18/2021	5639	WEEDS	050-651-003-010-00	BAC HOME LOANS SERVICING 419 CLINTON	132.00
06/21/21 7/21/2021	5642	WEEDS	050-546-000-014-00	DAVIS, RUBY I 1443 LYNN	132.00
06/21/21 7/21/2021	5644	WEEDS	050-621-002-006-00	BAILEY D/MATTSON S 321 STATE	132.00
07/13/21 8/12/2021	5685	CLEAN	050-430-000-005-00	WHITE, LARRY L. & PAM 419 HAMBLIN	1,085.57
07/13/21 8/12/2021	5686	CLEAN	050-601-000-002-00	GUTTING, JAMES 417 GRACE	204.88

INVOICE DATE DUE DATE	INV#	TYPE	PARCEL #	NAME SERVICE ADDRESS	AMT DUE
07/27/21 8/26/2021	5692	CLEAN	050-430-000-005-00	WHITE, LARRY L. & PAM 419 HAMBLIN	539.93
TOTALS	47 INVOICES				15,820.62

The foregoing special assessment roll for nuisances and hazards for the year 2020 is
acknowledged by the Assessing Officer

The foregoing special assessment roll for nuisances and hazards for the year 2020 is
acknowledged by the City Clerk

To: Owosso City Council
 From: Katherine Fagan, City Treasurer
 Date: October 4, 2021



The following invoices consist of unpaid nuisances and hazards that are unable to be leined and must be written off due to State of Michigan tax sale processes in August or September 2021.

INVOICE DATE	INV#	TYPE	PARCEL #	NAME	AMT
DUE DATE				SERVICE ADDRESS	DUE
AMOUNTS TO WRITE OFF, NON COLLECTABLE					
09/30/20	5228	MISC	050-180-004-020-00	STATE OF MICHIGAN	168.93
10/30/2020				326 S DEWEY	
10/01/20	5240	MISC	050-180-004-020-00	STATE OF MICHIGAN	231.06
10/31/2020				326 S DEWEY	
06/18/21	5632	WEEDS	050-180-004-020-00	STATE OF MICHIGAN	147.00
7/18/2021				326 S DEWEY	
06/18/21	5635	WEEDS	050-180-005-007-00	STATE OF MICHIGAN	132.00
7/18/2021				312 S OAK	
07/14/21	5687	CLEAN	050-180-004-020-00	STATE TREASURER	151.17
8/13/2021				326 S DEWEY	
07/14/21	5688	CLEAN	050-430-000-010-00	STATE OF MICHIGAN	206.54
8/13/2021				402 HUGGINS	
08/05/21	5731	WEEDS	050-180-005-007-00	STATE OF MICHIGAN	132.00
9/04/2021				312 S OAK	
08/05/21	5732	WEEDS	050-180-004-002-00	STATE OF MICHIGAN	147.00
09/04/2021				326 S DEWEY	
08/05/21	5739	WEEDS	050-180-004-002-00	STATE OF MICHIGAN	147.00
09/04/2021				326 S DEWEY	
08/05/21	5750	WEEDS	050-180-005-007-00	STATE OF MICHIGAN	132.00
9/04/2021				312 S OAK	
09/24/2021	UB		050-180-005-007-00	STATE OF MICHIGAN	1,173.99
		DELINQUENT WATER/SEWER		312 S OAK	
					<u>2,768.69</u>



MEMORANDUM

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

DATE: September 28, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Planning Commission

SUBJECT: Rezoning Request for 715 S Washington St, 703 S Washington St, 702 S Park St and 801 S Washington St - Recommendation

RECOMMENDATION:

The Planning Commission recommends amending the zoning ordinance to rezone the following parcels:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
715 S Washington St	050-651-032-001-00	B-1 Local Business District	RM-1 Multiple Family Residential District
703 S Washington St	050-652-005-001-00	R-2 Two Family Residential District	RM-1 Multiple Family Residential District
702 S Park St	050-652-005-002-00	R-1 One Family Residential District	RM-1 Multiple Family Residential District
801 S Washington St	050-651-037-001-00	R-2 Two Family Residential District	RM-1 Multiple Family Residential District

BACKGROUND:

The City is in receipt of a rezoning request from Jayne Sutton to rezone the above listed parcels. The proposed uses include adding new multi-family housing utilizing the existing church and building townhomes or 1-story apartments on the existing vacant lots.

The Planning Commission, after mailing notices and holding a public hearing, voted at its regular meeting on September 27, 2021 to approve the rezoning requests.

FISCAL IMPACTS:

There are no direct fiscal impacts to the City

Document originated by: Tanya S. Buckelew, Planning & Building Director

RESOLUTION NO.

**AUTHORIZING FIRST READING & SETTING PUBLIC HEARING FOR A PROPOSED ORDINANCE
AMENDMENT TO CHAPTER 38, ZONING, OF THE CODE OF ORDINANCES
TO REZONE FOUR PARCELS OF REAL PROPERTY AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso adopted a Master Plan in 2021 which includes a future land use plan;
and

WHEREAS, the Planning Commission desires to carefully implement prudent changes suggested by the
Master Plan; and

WHEREAS, the Planning Commission recommends the rezoning of select parcels in question to reduce
spot zoning and create an area with effective zoning for potential redevelopment and economic growth;
and

WHEREAS, the Planning Commission published and mailed notices for the request, held a public hearing
on the request, and deliberated on the request; and

WHEREAS, the Planning Commission finds that the proposed rezonings meet the intent and criteria for a
zoning amendment as it relates to the master plan and the zoning ordinance; and

WHEREAS, the City staff and Planning Commission recommend, without reservations or conditions, the
rezoning of the following parcels:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
715 S Washington St	050-651-032-001-00	B-1 Local Business District	RM-1 Multiple Family Residential District
703 S Washington St	050-652-005-001-00	R-2 Two Family Residential District	RM-1 Multiple Family Residential District
702 S Park St	050-652-005-002-00	R-1 One Family Residential District	RM-1 Multiple Family Residential District
801 S Washington St	050-651-037-001-00	R-2 Two Family Residential District	RM-1 Multiple Family Residential District

and

WHEREAS, a public hearing by the City Council is required before any such ordinance amendment can be
approved.

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

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

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
715 S Washington St	050-651-032-001-00	B-1 Local Business District	RM-1 Multiple Family Residential District
703 S Washington St	050-652-005-001-00	R-2 Two Family Residential District	RM-1 Multiple Family Residential District
702 S Park St	050-652-005-002-00	R-1 One Family Residential District	RM-1 Multiple Family Residential District
801 S Washington St	050-651-037-001-00	R-2 Two Family Residential District	RM-1 Multiple Family Residential District

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, November 1, 2021 at 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

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



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

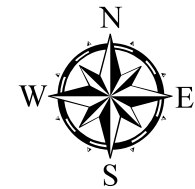
City of Owosso

300' Buffer Zone Map

Subject Parcels:

702 S. Park St.
703 S. Washington St.
715 S. Washington St.
801 S. Washington St.

-  Subject Parcels
-  Area within 300' of Subject Parcels



0 100 200 300 400 Feet



September 22, 2021

Planning Commission
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Subject: Rezoning Request
Location: 715, 703, 801 S. Washington and 702 S Park St at the southeast intersection of S. Washington and Stewart Street.
Size of Site: 2.3 acres
Request: To rezone roughly 2.3 acres from R-2, Single-Family Residential to B-1, Local Business District.
Applicant: Jayne Sutton

Dear Planning Commissioners:

At your request, we have reviewed the above application from Jayne Sutton to rezone 2.3 acres of the subject properties from B-1, Local Business District to RM-1 Multi Family Residential. The applicant would like to convert the existing church building (formerly Josh's Frogs) into apartment housing as well as build multi-family townhomes on the adjacent land. This proposed development is consistent with the City of Owosso Master Plan.

Our comments are based on a review of the information submitted by the applicant, a site visit, meetings with the applicant, discussions with the Planning Commission, and conformance to the City's Master Plan and Zoning Ordinance. In reaching a decision on the application, the Planning Commission should consider our comments along with those from other staff and consultants, relevant input from the public, additional information provided by the applicant, and your own findings based on ordinance standards as part of your deliberation and recommendation to City Council.

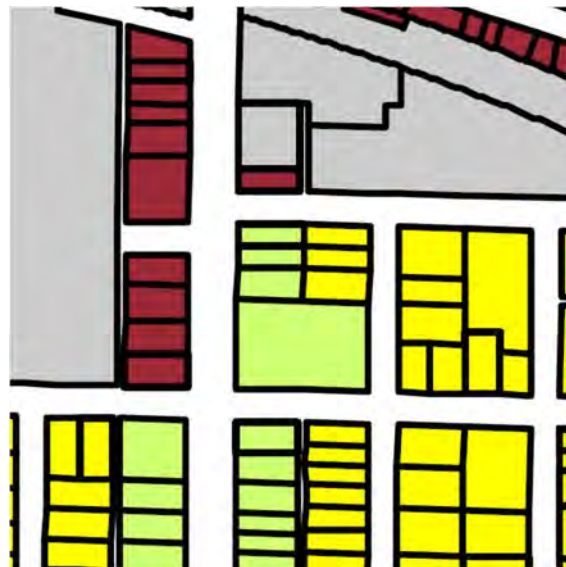
LOCATION AND DESCRIPTION

The subject parcel is located at the located at 715 S. Washington Street at the intersection of Stewart Street. The site is the location of a former church that has been recently vacated.

EXISTING LAND USE, ZONING AND FUTURE LAND USE

	Existing Land Use	Zoning	Master Plan
Subject Site	Vacant Church	R-2, Single Family Residential	Single Family Residential
North	Single Family	R-1 & R-2	Single Family
South	Single Family	R-1 & R-2	Single Family
East	Single Family	R-1 One Family Residential	Residential
West	Commercial	B-4 General Business District	Commercial

***The map below is the existing zoning map for the City of Owosso**



DISCUSSION

In considering any petition for an amendment to the official zoning map, the planning commission and city council shall consider the following criteria in making its findings, recommendations and decision:

1. Consistency with the goals, policies, and future land use map of the City of Owosso Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.

Finding – While the current future land use map identifies this area as industrial, it is important to highlight what is proposed in the city’s new master plan. The following text describes the intent for this area.

Washington and Monroe Street - Located south of Downtown and Corunna Avenue, this 5.5-acre site is located in a transitional zone between commercial and industrial uses and a residential neighborhood to the south. The site includes multiple parcels including a city-owned property along the railroad corridor and the Former Grace Church, 715 S. Washington (built in 1950). The site is connected to public water/sewer. In the near term, the site provides an opportunity for infill residential. The adaptive reuse of church building for condominium development may be considered, however, the building does not have architectural or historical significance and could be demolished as part of the redevelopment. A desirable future use for the site is single-family attached residential. Infill development should be compatible with the existing neighborhood incorporating front porches/stoops, alley access, parking in the rear, and building heights between 2-3 stories. Existing street trees should be preserved.



It is our belief that this rezoning would significantly improve the neighborhood and would not be in conflict with the overall goals of the Master Plan, nor impact the intent of the Zoning Ordinance.

2. Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.

Finding – This site would be compatible with the host of uses permitted under the RM-1 Zoning Classification.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) use permitted under the current zoning.

Finding – To our knowledge, no evidence exists showing that the applicant could not receive a reasonable return on investment through developing the property as commercial, however the proposed development directly reflects the intent of this area within the Master Plan.

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

Finding – It is our belief that land uses within the RM-1 district are more compatible with this site and its location to the neighborhood to the south than if the site were to be developed as commercial.

5. The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."

Finding – There should be no issues with existing infrastructure being able to accommodate and service this site.

6. The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

Finding – We find that there is high demand for new housing throughout the City of Owosso and surrounding areas.

7. The request has not previously been submitted within the past one (1) year, unless conditions have changed, or new information has been provided.

Finding – This application has not been previously before the City.

RECOMMENDATION

Based upon the above comments, **we recommend approval of the rezoning request for 715, 703 and 801 S. Washington as well as 702 S. Park based on the following items;**

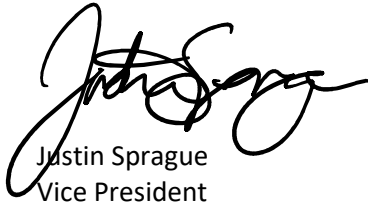
1. That the request is not in overwhelming conflict with the Master Plan or the Zoning Ordinance;
2. The site is compatible with uses in the proposed RM-1 Zoning District;
3. The applicant is not rezoning to increase the return on investment of the property;
4. That the Planning Commission understands that the proposed use may be more compatible with surrounding land uses;
5. Infrastructure to the site is appropriate for the proposed use; and
6. The request has not been previously submitted to the City for consideration.

City of Owosso Planning Commission
715 S. Washington Street
September 22, 2021
Page 5

We look forward to discussing this with you at your November Planning Commission meeting. If you have any further questions, please contact us at 810-734-0000.

Sincerely,

CIB Planning

A handwritten signature in black ink, appearing to read "Justin Sprague", is written over the printed name and title.

Justin Sprague
Vice President

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, MI 989-725-0535
building@ci.owosso.mi.us

PREZ 2021-03
09-03-2021

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested,

1. PROPERTY TO BE REZONED:

Address: 7025 PARK 050-652-005-002-00

Description: (lot, block or metes and bounds)

Frontage in feet: 152

Depth in feet: 388

2. PROPERTY OWNERSHIP:

Name: Jayne Sutton

Address: 4425 W. Howe Rd DelWitt MI 48820

Phone Number: 517 204-3231 E-mail: handymanhousecalls@hotmail.com

3. ZONING REQUEST:

Current Zoning: R-1

Requested Zoning: RM-1

4. PROPOSED USE OF THE PROPERTY:

new Attractive multi family housing

Indicate why, in your opinion, the requested change is consistent with the ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the city of Owosso:

Add needed quality affordable housing to the neighborhood by building town homes or 1 story apartments to this property

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

Signature of Applicant: Jayne Sutton

Date: 9-2-2021

☐ LEGAL REPRESENTATIVE

☒ OWNER

☐ OPTION TO PURCHASE

1. The applicant must completely fill in the application.

2. Application fee is \$550.00 + \$5.00 per acre.

3. Escrow fee is \$1,500

4. Consultant Fees for Planning, Zoning, Engineering & Related Reviews:

- To better enable the City of Owosso to provide the highest quality review services, it retains the assistance of specialized consultants on an as-needed basis.
- To ensure that these services do not negatively impact the City's general fund, the cost of said services is passed on to the applicants in the form of review fees and associated escrow accounts.
- A cash deposit of \$1,500.00 shall be placed with the City of Owosso to retain qualified consultants.
- The City will let the applicants know when additional funds are needed (typically when about 25% is remaining).
- Should there be funds remaining in the account after completion of the project, the balance will be remitted to the depositor.

5. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.
6. Application must be received by the end of the previous month before Planning Commission meeting. City Council will address the rezoning at the following Council Meeting after Planning Commission makes its recommendations for the rezoning.

<u>2021 Meeting Date</u>	<u>Submittal Deadline</u>	<u>2021 Meeting Date</u>	<u>Submittal Deadline</u>
January 25	December 30	July 26	July 1
February 22	January 29	August 23	July 30
March 22	February 27	September 27	September 2
April 26	April 1	October 25	September 30
May 24	April 30	November 22	October 29
June 28	June 3	December 13	November 19

FOR OFFICIAL USE ONLY

Case #	<u>PREZ 2021-03</u>	Planning Commission Hearing Date	<u>09/27/2021</u>
Receipt #	<u>547112</u>	Action Taken	
Date Filed	<u>09-03-2021</u>	City Council Hearing Date	
Description Checked	<u>✓</u>	Action Taken	

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, MI 989-725-0535
building@ci.owosso.mi.us

PREZ2021-02
09-03-2021

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested,

1. PROPERTY TO BE REZONED:

Address: 703 S Washington 050-652-005-001-00
Description: (lot, block or metes and bounds)
Frontage in feet: 152 Depth in feet: 394

2. PROPERTY OWNERSHIP:

Name: Jayne Sutton
Address: 4425 W. Howe Rd.
Phone Number: 517-204-3239 E-mail: handymanhousecalls@hotmail.com

3. ZONING REQUEST:

Current Zoning: R-2 Requested Zoning: RM-1

4. PROPOSED USE OF THE PROPERTY:

new attractive multi family housing.

Indicate why, in your opinion, the requested change is consistent with the ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the city of Owosso:

Add needed quality affordable housing to the neighborhood by building town homes or 1 story apartments to this property.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

Signature of Applicant: Jayne Sutton

Date: 9-2-2021

- ☐ LEGAL REPRESENTATIVE
☒ OWNER
☐ OPTION TO PURCHASE

1. The applicant must completely fill in the application.

2. Application fee is \$550.00 + \$5.00 per acre.

3. Escrow fee is \$1,500

4. Consultant Fees for Planning, Zoning, Engineering & Related Reviews:

- To better enable the City of Owosso to provide the highest quality review services, it retains the assistance of specialized consultants on an as-needed basis.
- To ensure that these services do not negatively impact the City's general fund, the cost of said services is passed on to the applicants in the form of review fees and associated escrow accounts.
- A cash deposit of \$1,500.00 shall be placed with the City of Owosso to retain qualified consultants.
- The City will let the applicants know when additional funds are needed (typically when about 25% is remaining).
- Should there be funds remaining in the account after completion of the project, the balance will be remitted to the depositor.

5. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.
6. Application must be received by the end of the previous month before Planning Commission meeting. City Council will address the rezoning at the following Council Meeting after Planning Commission makes its recommendations for the rezoning.

<u>2021 Meeting Date</u>	<u>Submittal Deadline</u>	<u>2021 Meeting Date</u>	<u>Submittal Deadline</u>
January 25	December 30	July 26	July 1
February 22	January 29	August 23	July 30
March 22	February 27	September 27	September 2
April 26	April 1	October 25	September 30
May 24	April 30	November 22	October 29
June 28	June 3	December 13	November 19

FOR OFFICIAL USE ONLY

Case #	<i>PREZ2021-02</i>	Planning Commission Hearing Date	<i>09/27/2021</i>
Receipt #	<i>547112</i>	Action Taken	
Date Filed	<i>09-03-2021</i>	City Council Hearing Date	
Description Checked	<i>✓</i>	Action Taken	

09-03-2021
PRZ2021-01

APPLICATION FOR REZONING
CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, MI 989-725-0535
building@ci.owosso.mi.us

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested,

1. PROPERTY TO BE REZONED:

Address: 715 S Washington 050-651-032-001-00
Description: (lot, block or metes and bounds)
Frontage in feet: 178 Depth in feet: 124

2. PROPERTY OWNERSHIP:

Name: Jayne Sutton
Address: 4425 W HOWE RD Newitt 48820
Phone Number: 517-204-3239 E-mail:

3. ZONING REQUEST:

Current Zoning: B-1 Requested Zoning: RM-1

4. PROPOSED USE OF THE PROPERTY:

new attractive multi family housing

- * Indicate why, in your opinion, the requested change is consistent with the ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the city of Owosso:

Our vision is to bring much needed quality and affordable housing to the neighborhood by using the existing Church structure.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

* Signature of Applicant: Jayne Sutton

Date: 9-2-2021

- ☐ LEGAL REPRESENTATIVE
☒ OWNER
☐ OPTION TO PURCHASE

1. The applicant must completely fill in the application.

2. Application fee is \$550.00 + \$5.00 per acre.

3. Escrow fee is \$1,500

4. Consultant Fees for Planning, Zoning, Engineering & Related Reviews:

- To better enable the City of Owosso to provide the highest quality review services, it retains the assistance of specialized consultants on an as-needed basis.
- To ensure that these services do not negatively impact the City's general fund, the cost of said services is passed on to the applicants in the form of review fees and associated escrow accounts.
- A cash deposit of \$1,500.00 shall be placed with the City of Owosso to retain qualified consultants.
- The City will let the applicants know when additional funds are needed (typically when about 25% is remaining).
- Should there be funds remaining in the account after completion of the project, the balance will be remitted to the depositor.

5. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.
6. Application must be received by the end of the previous month before Planning Commission meeting. City Council will address the rezoning at the following Council Meeting after Planning Commission makes its recommendations for the rezoning.

<u>2021 Meeting Date</u>	<u>Submittal Deadline</u>	<u>2021 Meeting Date</u>	<u>Submittal Deadline</u>
January 25	December 30	July 26	July 1
February 22	January 29	August 23	July 30
March 22	February 27	September 27	September 2
April 26	April 1	October 25	September 30
May 24	April 30	November 22	October 29
June 28	June 3	December 13	November 19

FOR OFFICIAL USE ONLY

Case #	<u>PREZ 2021-01</u>	Planning Commission Hearing Date	<u>09/27/2021</u>
Receipt #	<u>547112</u>	Action Taken	
Date Filed	<u>09-03-2021</u>	City Council Hearing Date	
Description Checked	<u>✓</u>	Action Taken	

PREZ2021-04
09-03-2021

APPLICATION FOR REZONING
CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, MI 989-725-0535
building@ci.owosso.mi.us

TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested,

1. PROPERTY TO BE REZONED:

Address: 801 S Washington 050-651-037-001-00
Description: (lot, block or metes and bounds)
Frontage in feet: 121 Depth in feet: 248

2. PROPERTY OWNERSHIP:

Name: Jayne Sutton
Address: 4425 W Hove Rd Dewitt 48820
Phone Number: 517-204-3239 E-mail:

3. ZONING REQUEST:

Current Zoning: R2 Requested Zoning: RM-2

4. PROPOSED USE OF THE PROPERTY:

new attractive multi family housing

Indicate why, in your opinion, the requested change is consistent with the ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the city of Owosso:

Add needed quality affordable housing to the neighborhood by building town homes or 1 story apartments to this property

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

Signature of Applicant: Jayne Sutton

Date: 9-2-2021

☐ LEGAL REPRESENTATIVE

☒ OWNER

☐ OPTION TO PURCHASE

1. The applicant must completely fill in the application.

2. Application fee is \$550.00 + \$5.00 per acre.

3. Escrow fee is \$1,500

4. Consultant Fees for Planning, Zoning, Engineering & Related Reviews:

- To better enable the City of Owosso to provide the highest quality review services, it retains the assistance of specialized consultants on an as-needed basis.
- To ensure that these services do not negatively impact the City's general fund, the cost of said services is passed on to the applicants in the form of review fees and associated escrow accounts.
- A cash deposit of \$1,500.00 shall be placed with the City of Owosso to retain qualified consultants.
- The City will let the applicants know when additional funds are needed (typically when about 25% is remaining).
- Should there be funds remaining in the account after completion of the project, the balance will be remitted to the depositor.

5. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.
6. Application must be received by the end of the previous month before Planning Commission meeting. City Council will address the rezoning at the following Council Meeting after Planning Commission makes its recommendations for the rezoning.

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FOR OFFICIAL USE ONLY

Case #	<i>PRE2021-04</i>	Planning Commission Hearing Date	<i>09/07/2021</i>
Receipt #	<i>547112</i>	Action Taken	
Date Filed	<i>09-03-2021</i>	City Council Hearing Date	
Description Checked	<i>✓</i>	Action Taken	



MEMORANDUM

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

DATE: September 28, 2021

TO: City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Professional Services Agreement with Maner Costerisan
Amendment No. 1 - \$22,000

RECOMMENDATION:

The Finance Department recommends a professional service agreement amendment estimated at \$22,000 with Maner Costerisan for end of the fiscal year accounting services, annual audit preparation and an additional task of state mandated uniform chart of account conversion.

BACKGROUND:

The Finance Department is in transition with the departure of the accountant in July 2021 and the retirement of the previous finance director on August 6, 2021. Due to the transition, the auditing firm has agreed to push back fieldwork to the week of October 25, 2021 and has verbally confirmed they will be able to present the audit at a December 2021 meeting of City Council.

End of fiscal year accounting tasks include the capitalization of fixed assets. This accounting task was completed by city staff in prior years and has presented to be a challenge due to a lack of institutional knowledge and not being able to pin down previous year's work papers/breakdowns.

In addition, the State of Michigan has mandated a new uniform chart of accounts for local units of government. BS&A, accounting software company, has assigned a deadline of December 1, 2021 to begin the process of converting our chart of accounts, so it will be in compliance with the state prior to the fiscal year beginning on July 1, 2022.

FISCAL IMPACTS:

This expense will be charged to the Finance Department (101.201.818.000 Contractual Services). A full time accountant position was included in the departmental budget, however is unfilled, though advertised, at this time.

Document originated by:

Attachments: (1) Resolution
(2) Professional Services Agreement

RESOLUTION NO.

**AUTHORIZING AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF OWOSSO AND
MANER, COSTERISAN & ELLIS, P.C. DBA MANER COSTERISAN
FOR GOVERNMENTAL ACCOUNTING SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Maner, Costerisan & Ellis, P.C. dba Maner Costerisan on September 7, 2021 for the provision of governmental accounting services; and

WHEREAS, the State of Michigan Department of Treasury has mandated the conversion to a new uniform chart of accounts for local units of government; and

WHEREAS, Maner Costerisan, a full service public accounting firm, has agreed to assist the finance department with the conversion to a new uniform chart of accounts in addition to previously contracted tasks for the amount of \$22,000.00, and an amendment is necessary to increase the contract amount.

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 amend the Professional Services Agreement – Accounting Services contract with Maner, Costerisan & Ellis, P.C. dba Maner Costerisan to increase the contract amount for assistance with the conversion to a new uniform chart of accounts.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Amendment No. 1 in the amount of \$22,000.00; an increase to the Professional Services Agreement between the City of Owosso and Maner Costerisan revising the total contract amount from \$25,000.00 to \$47,000.00.
- THIRD: The accounts payable department is authorized to pay Maner Costerisan for additional work satisfactorily completed up to the revised contract amount of \$47,000.00.
- FOURTH: The above expenses shall be paid from General Fund Account 101.201.818.000.

**AMENDMENT NO. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT – ACCOUNTING SERVICES CONTRACT
WITH MANER, COSTERISAN & ELLIS, P.C. DBA MANER COSTERISAN**

This amendment, consisting of six pages including this title page, is attached and made part of the agreement for services for the contract entitled: Professional Services Agreement – Accounting Services, authorized by City Council September 7, 2021, between the City of Owosso, Michigan and Maner, Costerisan & Ellis, P.C. dba Maner Costerisan

**PROFESSIONAL SERVICES AGREEMENT – ACCOUNTING SERVICES CONTRACT
AMENDMENT NO. 1**

PROJECT SCOPE OF WORK

The project scope of work has increased to include additional tasks to assist with the conversion to a new uniform chart of accounts as detailed on the attached letter of engagement dated September 22, 2021.

SCHEDULE

The timeline for the project remains as stated in the original contract.

COMPENSATION

Additional fees for services named in Amendment No. 1 shall not exceed \$22,000.00.

Approved by City Council: October 4, 2021

September 22, 2021

To the City of Owosso
Owosso, Michigan

Maner Costerisan is pleased that the City of Owosso (the City) has expressed interest in our firm and our municipal government expertise. We are submitting the following proposed engagement letter for consideration.

We are prepared to provide a full range of accounting and consulting services to the City of Owosso. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, the specific services anticipated at this time, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the City are outlined below. While this listing includes the full range of services available from Maner Costerisan, the specific services anticipated to be provided at the current time are separated below from those other services that are available upon request.

We understand that our duties will potentially help ensure the completion of the following items:

- Perform an assessment of the status of the City's records and their preparedness for the audit for the year ended June 30, 2021.
- Assist with audit preparation services
- Assist with the preparation of certain journal entries and provide to City for approval
- Prepare supporting lead sheets and reconciliations for material accounts and tie to trial balances, as needed
- Review the audited financial statements, once drafted by the auditors, for accuracy and completeness
- Provide financial consulting services upon request

Additional management advisory services may be requested throughout this engagement:

- Periodic financial consulting services upon request
- General accounting advisory assistance
- Internal control policies and procedures review and updating
- Updating City Chart of Accounts for State of Michigan compliance
- Laws and regulations compliance assistance
- Investigation of allegations or concerns, if identified
- Other contracted accounting outsourced solutions
- Computer hardware sales and service, if requested

City Responsibilities

The City is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

City management will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Maner Costerisan, providing overall direction and oversight for each service, reviewing, approving, and accepting the results of the work.

If our engagement involves assistance with the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit performed on City management's behalf and not the submission of compiled financial statements as defined by the standards for accounting and review services of the AICPA. The draft financial statements we provide to the external auditor, on City management's behalf, will be prepared in accordance with accounting principles generally accepted in the United States, will be limited to management's representations, and will include no opinion, report, or any form of assurance on the statements from us. Because we can provide no form of assurance on such statements, any engagement to prepare these draft financial statements for auditor use cannot be relied upon to disclose errors, fraud, or illegal acts. City management will be responsible for the fair presentation of such statements and management will make such representations to the external auditors. Management also represents to us that they are responsible for the basis of accounting and assumptions used in the preparation of the draft financial statements. Management also agrees not to use the draft financial statements, prepared as a prelude to the audit, in any manner other than for use by the external auditor, and will not distribute or allow use of such draft statements to or by third-parties.

You retain responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of the City's policies and procedures. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes or a summary of these for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

As indicated above, management is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that management will need to provide will be supplied by us. Your failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

The City agrees that any final reports issued by Maner Costerisan in the conduct of our services engagement are intended solely for the information and use of City staff, management, and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Maner Costerisan Responsibilities

Maner Costerisan is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Maner Costerisan will be responsible for reporting or otherwise communicating to City management and/or the City Council any findings or recommendations, it determines necessary, resulting from the accounting and consulting services provided.

Additional Terms and Responsibilities

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures, indicating that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

You are responsible for the safeguarding of assets, for the proper recording of transactions in the general ledger, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. You also have the final responsibility for any filings we do on your behalf and, therefore, the appropriate officials should review them carefully before an authorized officer signs and submits.

If, during our work, we discover information that affects prior-year information, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year information. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or filings as part of this engagement.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for Maner Costerisan, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by a such third-party service provider.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication or e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

The City of Owosso and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as discounted below, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Associate	\$ 140
Manager	\$ 170
Senior Manager	\$ 190
Principal	\$ 290

We do not bill for phone calls and questions regarding minimal research (less than one hour). Brief phone conversations during the year are encouraged at no additional cost.

Our continued assessment (Phase 3) and work on the audit preparation services will require a continued mixed time from various levels of staffing at an estimated fee up to \$22,000. We will bill the City as the work progresses and only bill for the value of the services provided during the project. Our ability to keep costs down is predicated on City of Owosso staff cooperation and providing necessary information on a timely basis. It is also our expectation that the financial records of the City are reasonably accurate and in reasonable order prior to the commencement of this engagement. If it is determined by Maner Costerisan after this engagement has commenced that is not the case, we will meet with the City to discuss a revised plan of action. If the City would like additional assistance over the quoted amount noted above those hours will be billed at the rates noted after approval is given.

If the City were to need additional services rendered by other team members, those hours would be billed at the following rates:

<u>Team Member Level</u>	<u>Hourly Rate</u>
Principal	\$ 220 - 325
Manager	165 - 220
Associate	100 - 200
Administrative	100 - 200

Maner Costerisan may perform additional services upon receipt of a request from the City with terms and conditions that are acceptable to the City and Maner Costerisan.

Very truly yours,

Maner Costerisan PC

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to continuing our professional relationship with the City of Owosso.

This letter correctly sets forth the understanding of the City of Owosso:

By: _____

Title: _____

Date: _____



MEMORANDUM

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

DATE: September 23, 2021
TO: City Council
FROM: Brad Barrett, Finance Director
SUBJECT: Professional Services Agreement with Dickinson Wright PLLC

RECOMMENDATION:

The Finance Department recommends entering into a professional service agreement with Dickinson Wright PLLC to serve as bond counsel for three revenue bond issuances to fund water and sewer infrastructure projects.

BACKGROUND:

The State of Michigan through its drinking water revolving fund program and clean water state revolving fund program has agreed to purchase revenue bonds issued by the City of Owosso. Two of the three revenue bond issuances will qualify for full and partial principal loan forgiveness.

Bond counsel and finance services are required for issuance of debt. These services are professional and would be exempt from the city's adopted purchasing ordinance.

The debt issuance will finance projects as described below:

\$3,060,000	Improvements to the wastewater treatment plant
\$1,345,000*	Improvements to water supply system (watermain and lead service line replacements) *\$941,500 bond proceeds / \$403,500 grant proceeds
\$3,000,000**	Improvements to water supply system (lead service lines)
	**all of debt to be forgiven

FISCAL IMPACTS:

Bond counsel fees are estimated at \$60,000. This expense will be charged to the Water Fund (591.200.801.000) and the Sewer Collection Fund (590.200.801.000). This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state.

Document originated by:

Attachments: (1) Resolution
(2) Professional Services Agreements

RESOLUTION NO.

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
DICKINSON WRIGHT PLLC
TO SERVE AS BOND COUNSEL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to obtain bond counsel for debt issuances; and

WHEREAS, the City of Owosso is undertaking water and sewer infrastructure improvement projects requiring the issuance of bonds; and

WHEREAS, Dickinson Wright PLLC is a full service law firm with multiple offices in Michigan; and

WHEREAS, the employment of professional services is an exception to competitive bidding per Section 2-346(2) of the City of Owosso Code of Ordinances.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a professional service agreement with Dickinson Wright PLLC to serve as bond counsel.
- SECOND: Bond counsel services will be associated with three separate revenue bond issuances involving the State of Michigan drinking water revolving loan fund program and clean water state revolving fund program.
- THIRD: The mayor and city clerk are instructed and authorized to sign the three documents substantially in the form attached as Professional Services Agreements between the City of Owosso and Dickinson Wright PLLC estimated at \$60,000.
- FOURTH: The accounts payable department is authorized to pay Dickinson Wright PLLC for work satisfactorily completed at a cost estimated at \$60,000 under said professional services agreements.
- FIFTH: The above expense shall be paid from the Water Fund 591.200.801.000 and Sewer Collection Fund 590.200.801.000.



2600 WEST BIG BEAVER ROAD, SUITE 300
TROY, MI 48084-3312
TELEPHONE: 248-433-7200
FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

ERIC MCGLOTHLIN
EMcGlothlin@dickinsonwright.com
248-433-7565

September 23, 2021

Via Electronic Delivery

City of Owosso
301 West Main Street
Owosso, Michigan 48867

Dear Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Owosso (the “Issuer”), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer for the purpose of constructing improvements to the Issuer’s wastewater treatment plant (the “Project”). We understand that the Bonds are expected to be issued in the estimated principal amount of approximately \$3,060,000 and would most likely be issued as revenue bonds. We further understand that the Issuer has decided to issue its Bonds through the State of Michigan’s clean water state revolving fund program.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Project for compliance with the requirements of the Internal Revenue Code, if applicable, and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds (including, without limitation, the resolution of the governing body of the Issuer declaring the Issuer’s official intent to reimburse Project costs paid by the Issuer prior to the issuance of the Bonds (if necessary), the resolution of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Work with the Michigan Finance Authority and other State employees, representatives, officials, and consultants, if any, to facilitate compliance with any Michigan Finance Authority requirements.

(8) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes, if applicable. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the “Closing”).

(9) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Project or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) services relating to any grant funds for the Project or to any contracts or agreements related thereto; (c) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (d) preparing blue sky or investment surveys with respect to the Bonds; (e) making

an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (f) assisting in the preparation or review of any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (g) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds, if applicable); and (h) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion. We have extensive experience with these issues and would be pleased to assist you with any of these matters if the Issuer would desire to enter into a separate engagement for these services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer; we are not counsel to any other party and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

We propose a fee for services as bond counsel on this project for an issue of Bonds not to exceed \$3,060,000 in the amount of \$22,500.00. Our fees for services rendered on the bond issue would become due and payable as of the date of the closing of the bonds. If the bond issue does not move forward for some reason, no fee would be charged.

In addition to our fee for services as bond counsel, we would seek to be reimbursed for out-of-pocket expenses incurred on behalf of the Issuer including, but not limited to, overnight delivery charges and mileage. These expenses would be capped at \$250. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (9) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

City of Owosso
September 23, 2021
Page 4

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, if applicable; make the required filing with the Michigan Department of Treasury; and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If our employment on this basis is agreeable to you, please so indicate by returning an electronic copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Sincerely,



Eric McGlothlin

ACCEPTED:

City of Owosso

By: _____

Its: _____

Date: _____, 2021

EAM:Imm
4819-0051-4556 v3 [99998-2686]



2600 WEST BIG BEAVER ROAD, SUITE 300
TROY, MI 48084-3312
TELEPHONE: 248-433-7200
FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

ERIC MCGLOTHLIN
EMcGlothlin@dickinsonwright.com
248-433-7565

September 23, 2021

Via Electronic Delivery

City of Owosso
301 West Main Street
Owosso, Michigan 48867

Dear Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Owosso (the “Issuer”), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer for the purpose of constructing improvements to the Issuer’s water supply system, including replacement of lead service lines (the “Project”). We understand that the Bonds are expected to be issued in the estimated principal amount of approximately \$3,000,000 and would most likely be issued as revenue bonds. We further understand that the Issuer has decided to issue its Bonds through the State of Michigan’s drinking water revolving fund program and that all or a portion of debt service on the Bonds would be forgiven.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Project for compliance with the requirements of the Internal Revenue Code, if applicable, and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds (including, without limitation, the resolution of the governing body of the Issuer declaring the Issuer’s official intent to reimburse Project costs paid by the Issuer prior to the issuance of the Bonds (if necessary), the resolution of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the

City of Owosso
September 23, 2021
Page 2

sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Work with the Michigan Finance Authority and other State employees, representatives, officials, and consultants, if any, to facilitate compliance with any Michigan Finance Authority requirements.

(8) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes, if applicable. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(9) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Project or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) services relating to any grant funds for the

Project or to any contracts or agreements related thereto; (c) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (d) preparing blue sky or investment surveys with respect to the Bonds; (e) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (f) assisting in the preparation or review of any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (g) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds, if applicable); and (h) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion. We have extensive experience with these issues and would be pleased to assist you with any of these matters if the Issuer would desire to enter into a separate engagement for these services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer; we are not counsel to any other party and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

We propose a fee for services as bond counsel on this project for an issue of Bonds not to exceed \$3,000,000 in the amount of \$22,500.00. Our fees for services rendered on the bond issue would become due and payable as of the date of the closing of the bonds. If the bond issue does not move forward for some reason, no fee would be charged.

In addition to our fee for services as bond counsel, we would seek to be reimbursed for out-of-pocket expenses incurred on behalf of the Issuer including, but not limited to, overnight delivery charges and mileage. These expenses would be capped at \$250. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (9) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, if applicable; make the required filing with the Michigan Department of Treasury; and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If our employment on this basis is agreeable to you, please so indicate by returning an electronic copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Sincerely,



Eric McGlothlin

ACCEPTED:

City of Owosso

By: _____

Its: _____

Date: _____, 2021



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ERIC MCGLOTHLIN
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September 23, 2021

Via Electronic Delivery

City of Owosso
301 West Main Street
Owosso, Michigan 48867

Dear Ladies and Gentlemen:

We are thankful for the opportunity to serve as bond counsel to the City of Owosso (the “Issuer”), and we look forward to the opportunity to work with you. The purpose of this letter is to set forth certain matters concerning the services we would perform as bond counsel in connection with the issuance of bonds (the “Bonds”) by the Issuer for the purpose of constructing improvements to the Issuer’s water supply system, including watermain and lead service line replacements (the “Project”). We understand that the cost of the Project is expected to be approximately \$1,345,000, of which approximately \$941,500 would be financed with the proceeds of the Bonds and \$403,500 would be financed with grant proceeds. We further understand that the Bonds would most likely be issued as revenue bonds through the State of Michigan’s drinking water revolving fund program.

SCOPE OF ENGAGEMENT

In our capacity as bond counsel, we expect to perform the following services:

- (1) Meet with representatives of the Issuer and the Issuer’s consultants with respect to the proposed financing.
- (2) Provide legal advice as to the best method for authorizing, issuing, and delivering the Bonds.
- (3) Analyze the Bonds and the Project for compliance with the requirements of the Internal Revenue Code, if applicable, and applicable Michigan law.
- (4) Prepare and review documents necessary or appropriate to the authorization, issuance, and delivery of the Bonds (including, without limitation, the resolution of the governing body of the Issuer declaring the Issuer’s official intent to reimburse Project costs paid by the Issuer prior to the issuance of the Bonds (if necessary), the resolution of the governing body of the Issuer authorizing the issuance of the Bonds and the order of the Issuer approving the

City of Owosso
September 23, 2021
Page 2

sale of the Bonds and all necessary closing documents, and coordinating the authorization and execution of such documents.

(5) Assist the Issuer in seeking from other governmental authorities (including, without limitation, the Michigan Department of Treasury) such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any blue sky filings.

(6) Attend such meetings, conferences, and bond closings as may be required.

(7) Work with the Michigan Finance Authority and other State employees, representatives, officials, and consultants, if any, to facilitate compliance with any Michigan Finance Authority requirements.

(8) Subject to the completion of proceedings to our satisfaction, deliver our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of the interest on the Bonds from gross income for federal and Michigan income tax purposes, if applicable. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(9) Prepare the closing transcripts for the Bonds.

Our Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Project or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) services relating to any grant funds for the

Project or to any contracts or agreements related thereto; (c) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (d) preparing blue sky or investment surveys with respect to the Bonds; (e) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (f) assisting in the preparation or review of any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (g) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds, if applicable); and (h) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion. We have extensive experience with these issues and would be pleased to assist you with any of these matters if the Issuer would desire to enter into a separate engagement for these services.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer; we are not counsel to any other party and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

We propose a fee for services as bond counsel on this project for an issue of Bonds not to exceed \$941,500 in the amount of \$15,000.00. Our fees for services rendered on the bond issue would become due and payable as of the date of the closing of the bonds. If the bond issue does not move forward for some reason, no fee would be charged.

In addition to our fee for services as bond counsel, we would seek to be reimbursed for out-of-pocket expenses incurred on behalf of the Issuer including, but not limited to, overnight delivery charges and mileage. These expenses would be capped at \$250. Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bonds is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (9) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, if applicable; make the required filing with the Michigan Department of Treasury; and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

If our employment on this basis is agreeable to you, please so indicate by returning an electronic copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Sincerely,



Eric McGlothlin

ACCEPTED:

City of Owosso

By: _____

Its: _____

Date: _____, 2021



MEMORANDUM

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

DATE: September 28, 2021

TO: City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Professional Services Agreement with Robert W. Baird & Co. Incorporated

RECOMMENDATION:

The Finance Department recommends entering into a professional service agreement with Robert W. Baird & Company Inc. to serve as underwriter/placement agent/municipal advisor for three revenue bond issuances to fund water and sewer infrastructure projects.

BACKGROUND:

The State of Michigan, through its drinking water revolving fund program and clean water state revolving fund program, has agreed to purchase revenue bonds issued by the City of Owosso. Two of the three revenue bond issuances will qualify for full and partial principal loan forgiveness.

Underwriter/placement agent/municipal advisor and bond counsel are required for issuance of debt. These services are professional and would be exempt from the city's adopted purchasing ordinance.

The debt issuance will finance projects as described below:

\$3,060,000	Improvements to the wastewater treatment plant
\$1,345,000*	Improvements to water supply system (watermain and lead service line replacements) *\$941,500 bond proceeds / \$403,500 grant proceeds
\$3,000,000**	Improvements to water supply system (lead service lines)
**all of debt to be forgiven	

FISCAL IMPACTS:

Underwriter/placement agent/municipal fees are estimated at \$56,250. This expense will be charged to the Water Fund (591.200.801.000) and the Sewer Collection Fund (590.200.801.000). This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state.

Document originated by:

Attachments: (1) Resolution
(2) Professional Services Agreement

RESOLUTION NO.

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
ROBERT W. BAIRD & CO. INCORPORATED
TO SERVE AS UNDERWRITER/PLACEMENT AGENT/MUNICIPAL ADVISOR
FOR THE ISSUANCE OF BONDS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to obtain underwrite/placement agent/municipal advisor for debt issuances; and

WHEREAS, the City of Owosso is undertaking water and sewer infrastructure improvement projects requiring the issuance of bonds; and

WHEREAS, Robert W. Baird & Co. Incorporated is an American multinational independent investment bank and financial services company; and

WHEREAS, the employment of professional services is an exception to competitive bidding per Section 2-346(2) of the City of Owosso Code of Ordinances.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a professional services agreement with Robert W. Baird & Co. Incorporated to serve as a underwriter/placement agent/municipal advisor.
- SECOND: Said underwriter/placement agent/municipal advisor services will be associated with three separate revenue bond issuances involving the State of Michigan drinking water revolving loan fund program and clean water state revolving fund program.
- THIRD: The mayor and city clerk are instructed and authorized to sign documents substantially in form attached, Professional Services Agreement between the City of Owosso and Robert W. Baird & Co. Incorporated estimated at \$56,250.
- FOURTH: The accounts payable department is authorized to pay Robert W. Baird & Co. Incorporated for work satisfactorily completed at a cost estimated at \$56,250 under said professional services agreement.
- FIFTH: The above expense shall be paid from the Water Fund 591.200.801.000 and Sewer Collection Fund 590.200.801.000.



September 28, 2021

Mr. Brad A. Barrett
Finance Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

Re: Engagement to Provide Underwriting or Placement Agent Services for Proposed Issuance of \$3,060,000 State Revolving Fund - Project #5710-01, \$3,000,000 Drinking Water Revolving Fund - Project # 7555-01 and \$1,345,000 Drinking Water Revolving Fund - Project 7458-01 ("Financings")

Dear Mr. Barrett,

Robert W. Baird & Co. Incorporated ("Baird"), in its capacity as underwriter or placement agent, is pleased to provide information and advice to you ("you" or the "City") with respect to the above-referenced Financings. However, in light of SEC rules that define a "municipal advisor" and related guidance, if Baird were to provide advice to the City with respect to the Financings prior to its engagement as an underwriter or placement agent, Baird would be serving as a municipal advisor and could not then serve as underwriter or placement agent for the Financings. Baird can provide advice to the City regarding the contemplated Financings once it has been engaged as underwriter or placement agent. Thus, this letter reflects our understanding that the City intends or reasonably expects to engage Baird as underwriter or placement agent for the Financings. However, this engagement is preliminary in nature and is subject to conditions, such as formal approval of the selection of the underwriter or placement agent for the Financings by the governing body of the City or an official of the City authorized to bind the City and finalizing the structure of the Financings. This engagement is non-binding and may be terminated by either party without any liability, penalty or payment. The City is therefore free to engage another firm to serve as underwriter or placement agent for the Financings. This letter also does not obligate the City to go forward with or complete the Financings.

As underwriter or placement agent, Baird may provide advice and assistance as to the structure, timing, terms and other matters concerning the proposed Financings, in addition to other services commonly provided by an underwriter or placement agent. Please note that Baird would be providing advice to you in its capacity as underwriter or placement agent and not as a municipal advisor or financial advisor.

The following disclosures are required to be made by placement agents on proposed issuances of municipal securities:

- Municipal Securities Rulemaking Board Rule G-17 requires an underwriter or placement agent to deal fairly at all times with both municipal issuers and investors.
- If acting as underwriter, Baird's primary role is to purchase the securities proposed to be issued with a view to distribution in an arm's length commercial transaction between the City and Baird. Baird has financial and other interests that differ from those of the City.
- If acting as placement agent, Baird's primary role is to arrange for the placement of the securities in an arm's length commercial transaction between the City and Baird. Baird has financial and other interests that differ from those of the City.
- Unlike a municipal advisor, Baird as an underwriter or placement agent does not have a fiduciary duty to the City under the federal securities law and is therefore not required by federal law to act in the best interests of the City without regard to its own financial or other interests.
- If acting as underwriter, Baird has a duty to purchase securities from the City at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable.

- If acting as placement agent, Baird will not be required to purchase the securities or to find one or more buyers of the securities but rather to use its reasonable best efforts to arrange for the sale of the securities to one or more buyers.
- As underwriter or placement agent, Baird will review the applicable official statement, private placement memorandum or other offering document, if any, applicable to the proposed Financing in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed offering.

If the proposed Financings go forward and Baird serves as underwriter or placement agent, Baird will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement or placement agreement to be entered into in connection with the issuance or placement of the securities. Payment or receipt of the underwriting fee/discount or placement agent fee will be contingent on the closing and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of the securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may cause the underwriter or placement agent to recommend an offering that is unnecessary or to recommend the size of the proposed offering be larger than is necessary. At this time Baird is not aware of any other material conflicts of interest that require disclosure.

If you decide to pursue the proposed Financings with Baird serving as underwriter or placement agent, Baird will be required to send you additional disclosures pursuant to MSRB Rule G-17 regarding potential or actual material conflicts, if any, and the material financial characteristics and risks of a complex municipal securities transaction. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Baird looks forward to assisting you on the proposed Financings. Please contact the undersigned if you have any questions about this letter.

Very Truly Yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 

Title: Managing Director

Acknowledged and accepted this ___ day of September, 2021

CITY OF OWOSSO

By: _____

Title: Finance Director



MEMORANDUM

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

DATE: September 24, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Amy K. Kirkland City Clerk

SUBJECT: Agenda Management Solution

RECOMMENDATION:

I recommend authorizing a contract with Provox Systems, Inc. for the provision of an agenda management solution in the amount of \$6,250.00 annually, with an initial implementation fee of \$1,900.00 and a contingency of \$1,000.00.

BACKGROUND:

For quite some time now I have wanted to acquire an agenda management solution that would streamline the process for creating agenda packets and minutes. This process can be quite cumbersome and time consuming with multiple people submitting the individual pieces to agenda items, resulting in numerous memos, resolutions, and supporting documents. All of these items must be reviewed, placed on the agenda, and assembled for the meeting packet. Currently, this entire process, as well as the web posting, and communication to Council is done by hand using several different applications. In an effort to help simplify and streamline this process I am proposing a contract agreement with Provox Systems, Inc. for the provision of an agenda management solution. The solution will assist with the review process, collate and convert the meeting packet, post it to the web and send notifications to Council and staff. In addition, the solution provides a post-meeting workflow to assist in meeting follow-up and a feature that aids in the creation of meeting minutes. The solution also provides an integrated web portal for the public to access all meeting materials, view boards and commissions membership, and apply for vacant board positions. All documents accessed through the web portal will be fully searchable preventing the need to scroll through each board packet to locate a specific item. Finally, the solution allows Councilmembers to establish a personal account to view, annotate, save, and search their own meeting materials.

The plan is to roll out the solution for City Council first, followed by the Planning Commission, and then any other boards or commissions that wish to utilize the system.

FISCAL IMPACTS:

The solution is sold as "Software as a Service", with an annual subscription fee of \$6,250.00/yr for the first five years. In addition to the annual fee there will be a \$1,900.00 fee for staff training in year one. A contingency amount of \$1,000.00 is also added to cover any unanticipated implementation costs. Total contract value will be \$34,150.00 over the course of the five year term.

RESOLUTION NO.

**AUTHORIZING A CONTRACT WITH
PROVOX SYSTEMS, INC. FOR
THE PROVISION OF AN AGENDA MANAGEMENT SOLUTION**

WHEREAS, the City of Owosso, Michigan has numerous boards and commissions that meet periodically to facilitate the business of the City; and

WHEREAS, each meeting of a City board or commission requires the creation of an agenda, the assembly of a meeting packet, the generation of minutes, and the implementation of any actions authorized by said board or commission; demanding significant time and effort from City staff members; and

WHEREAS, the City sought proposals for the provision of an agenda management solution to streamline the agenda process; a proposal was received from Provox Systems, Inc. and it is hereby determined that Provox Systems, Inc. is qualified to provide such a solution and that it has submitted the most responsible and responsive proposal.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a contract with Provox Systems, Inc. for an agenda management solution in an amount not to exceed \$34,150.00 for a period of five years.

SECOND: The mayor and city clerk are hereby instructed and authorized to sign the substantially in the form attached as Enterprise – Agenda Management Agreement between the City of Owosso and Provox Systems, Inc. for the provision of an agenda management solution utilizing a fully hosted on-site server.

THIRD: The accounts payable department is authorized to pay the vendor upon satisfactory implementation of the solution up to the amount of \$34,150.00, including a \$1,000.00 contingency to be used only upon written permission.

FOURTH: The money for this purchase will come out of account no. 101-215-818.000.

Agenda Management Solution
RFP

Criteria	eScribe	Granicus	Municode	Provox
Formed:	2007	1999	1951	1991
Based in:	Markam, Ontario	HQ=Denver; Washington DC & St. Paul	Tallahassee, FL	McKinney, TX & Germany
Platform:	cloud-based	cloud based	cloud-based	on-site or fully hosted on-site
Updates:	included	included	included	included in subscription (1-2 per yr)
Package:	Meeting Manager, Participant Portal, Internet Publishing +, Report Manager, Board Manager	Peak Agenda Mgt, Boards and Commissions	Municode Meetings, Municode Portal, Board Management	Agenda.NET, hosted by City
Year 1:	\$ 17,280.00	\$ 13,750.00	\$ 7,800.00	\$ 7,650.00
Year 2:	\$ 13,219.50	\$ 12,305.00	\$ 7,800.00	\$ 5,750.00
Increases:	5%	7%	None yrs 1-3; CPI after that	None proposed
Boards & Commissions Manager:	Extra (cost included above)	Extra (cost included above)	Extra (cost included above)	Included
MI References:	Livingston County (2017)	Ferndale, Harrison, East Jordan	Lathrup Village	No MI clients listed
	City of Detroit (2018)	Frankenmuth, Scio, Springfield,	Novi	Davidson County, NC
		Clay, Taylor	Hartford	Yuba County, CA
Partners:	Laserfiche, Notarius			Microsoft
Training:	Remote; train the trainer	Remote; train the trainer	Remote; train the trainer	Remote or hands-on
Help Desk Hours:	8:30A-8P EST	9A-9P	8A-5P Eastern	7A-7P CST



Contract No. 19202

Prepared for: City of Owosso
Address: 300 West Main Street

City: Owosso
State: Michigan
Zip: 48867

Attn: Amy K. Kirkland

PROVOX Systems, Inc.
8951 Synergy Drive
Suite 223
McKinney
Texas
75070
Telephone: 972.547.0504
Fax: 972.215.7656
Created On: September 29th, 2021
Prepared By: Kathy Vogt, Intern. Sales &
Marketing Director

ENTERPRISE – AGENDA MANAGEMENT AGREEMENT

COMPOSITE SIGNATURE AGREEMENT

This Composite Signature Agreement is entered into by and between PROVOX Systems, Inc., A Texas Company ("PROVOX") and City of Owosso, the customer referenced above ("Customer"), and shall commence on the day accepted and executed by PROVOX ("Effective Date").

The agreement is based on the RFP for Agenda and Management Software (Issued on July 13th, 2021) and will include PROVOX's proposal submission.

By executing this Composite Signature Agreement, Customer accepts and agrees to all of the terms and conditions of this Composite Agreement (including the general terms and conditions set forth below) and of the documents listed below beside which Customer's designated representatives initials appear (copies of which are attached hereto), each of which is hereby incorporated by reference (this Composite Signature Agreement and the initialed documents below shall be collectively referred to as the "Agreement"):

The Agreement Documents that constitute the Agreement between Customer and Provox are listed below. In the event of conflict between or among the documents, the documents listed below are in the order of precedence.

Initials	Title of Document
_____	PROVOX Sales Agreement
_____	PROVOX Pricing and Configuration
_____	PROVOX License Agreement
_____	PROVOX Maintenance Concept Agreement

1



Contract No. 19202

In the event of a conflict or ambiguity between documents, the specific shall control the general; the relative order of specific of the documents is as follows: (1) Maintenance Concept Agreement, (2) All other Addendums and (3) the Sales Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS COMPOSITE SIGNATURE AGREEMENT (INCLUDING THE GENERAL TERMS AND CONDITIONS BELOW) AND EACH DOCUMENT ATTACHED HERETO WHICH COMPRISE THE AGREEMENT, THAT CUSTOMER UNDERSTANDS EACH DOCUMENT AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

PROVOX, A Texas Company

Authorized Agent of Customer

City of Owosso

By: _____

By: _____

Printed Name: Markus Vogt

Printed Name: _____

Title: President

Title: _____

Date: 9/29/2021

Date: _____

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GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall apply to this Agreement and each document and Addendum that forms a part hereof:

1. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVOX MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, ORAL AND WRITTEN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO AGENT OF PROVOX IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTY OBLIGATIONS OF PROVOX AS SET FORTH IN THIS AGREEMENT.
2. Limitations of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PROVOX TOTAL LIABILITY TO CUSTOMER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR WHETHER CUSTOMER HAS ACCEPTED ANY HARDWARE OR SOFTWARE PROVIDED HEREUNDER. IN NO EVENT SHALL PROVOX BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT FORESEEABLE OR WHETHER PROVOX HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees that the limitations and disclaimers of this Agreement will apply regardless of whether Customer has accepted the System, the Software, the Hardware, or any other product or service delivered by PROVOX. The parties agree that PROVOX has set its prices and entered into this Agreement in reliance upon such limitations and disclaimers, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

3. Terms and Termination. This Agreement shall continue until terminated as provided below, or by mutual written agreement of the parties. Either party shall have the right to terminate this Agreement or any document or Addendum that forms a part hereof after the initial contract term. The insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of Customer shall constitute a default hereunder for which no cure period shall be applicable, and such default shall afford PROVOX the remedies of a secured party under the Uniform Commercial Code (UCC) in addition to all other remedies. The General Terms and Conditions of this Composite Signature Agreement, and all disclaimers of warranty and limitations of liability contained in this Agreement, shall survive any termination.

4. Entire Agreement. This Agreement, including all documents and Addenda that form a part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, negotiations, or agreements, written or oral, regarding such subject matter.
5. Governing Law and Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to or application of choice of law rules or principles.
6. Waiver and Modification. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
7. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
8. Assignment. Customer shall not assign its rights or delegate its obligations hereunder without the express written consent of PROVOX, such consent not to be unreasonably withheld. Any attempted assignment in violation of this section shall be void. Subject to the foregoing, this Agreement will benefit and bind the successors and permitted users of the parties.
9. No Third-Party Beneficiaries; No Agency. Except as expressly provided herein to the contrary, no provision of this Agreement, express or implied, is intended to be or will be construed to confer rights, remedies or other benefits to any third party under or by reason of this Agreement. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of legal association (other than as expressly set forth herein) between the parties.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
11. Uncontrollable Events. PROVOX shall not be liable to Customer for any failure or delay in performance or shipment caused by events beyond PROVOX's reasonable control, including but not limited to acts of God, strikes, acts of war, governmental action and riots, transportation, and similar causes, and any such failure or delay will not constitute a material breach of this Agreement. In the event of such an event, the time for performance or shipment will be extended for a period equal to the duration of such delay.

12. Interest. Does not apply.

13. Attorney Fees. Each party waives the right to attorney fees.

14. Indemnification

The provider (PROVOX SYSTEMS) shall assume the defense of, indemnify, and save harmless any City of Owosso Agency receiving services under this contract from any claims or liabilities of any type or nature to any person, firm, or corporation arising in any manner from the provider's performance of the work required under this contract and the provider shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

SALES AGREEMENT

The City of Owosso ("Customer") and PROVOX, A Texas Company ("PROVOX") agree to the terms and conditions in this Sales Agreement (the "Sales Agreement"). Customer desires to purchase certain hardware and license certain software from PROVOX, which collectively will be referred to as the "System". Customer may also obtain certain professional services (such as training and installation) in connection with the System.

To sell City of Owosso goods, services or supplies, PROVOX affirms that it is not: Engaged in business with Iran, Sudan, or foreign terrorist organizations or is listed on the Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization under Government Code Section 2252, Subchapter F.

By accepting a purchase order/contract, PROVOX verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Funds for payment have been provided through the City of Owosso budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Owosso fiscal year shall be subject to budget approval.

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide City of Owosso Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract. <https://www.ethics.state.tx.us/filinginfo/1295/>

- I. Supply of Hardware and Software. PROVOX agrees to supply Customer with the hardware (if any) listed in Pricing and Configuration (the "Hardware") at the prices listed therein. PROVOX agrees to license Customer the software listed in Pricing and Configuration (the "Software") at the prices listed herein. The terms of the license pursuant to which Customer is entitled to use the Software are set forth in the Licensing Agreement.
- II. Professional Services. PROVOX agrees to provide Customer with the Professional Services as described in Pricing and Configuration. If application development services are listed in Pricing and Configuration, Customer shall own any specific applications developed by PROVOX for Customer, but PROVOX shall retain ownership of any preexisting software upon which such applications may be based. Customer agrees to reimburse PROVOX for all professional services travel and travel related costs.
- III. Payment. Payment is due as outlined in Pricing and Configuration. Prices do not include, and Customer shall pay reimburse PROVOX for all transportation (shipping) and related handling charges.
- IV. Taxes. Governmental entities are exempt from taxes. In case the Customer's purchases are not tax exempt and PROVOX is required to pay sales tax, the Customer is responsible or shall reimburse PROVOX for those taxes. Tax amount will be on top of the system total.
- V. Shipment/Title/Risk of Loss. All shipments are F.O.B. PROVOX's offices unless otherwise specified in Pricing and Configuration. Title to, and risk of loss of each component of Hardware and Software shall pass to Customer upon delivery by PROVOX to the carrier or delivery services. Any component of the System held or stored for Customer shall be at the Customer risk and expense.
- VI. Delivery. Any shipping and delivery dates quoted to Customer, whether in response to Customers request or otherwise, are approximate. If reasonable conditions arise which prevent compliance with delivery dates, PROVOX shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay and such delay shall not constitute grounds for cancellation or termination. Any delays encountered with respect to shipping and delivery beyond the reasonable control of PROVOX shall be governed by paragraph 11 of the Terms and Conditions of the Composite Signature Agreement.
- VII. Installation. If system installation services are listed in Pricing and Configuration, then PROVOX agrees to install the System in accordance with the provisions of this paragraph. The provisions of paragraph VI above shall apply to installation dates. Customer shall provide a suitable installation environment and facilities for the System as prescribed by PROVOX. PROVOX shall furnish labor required for unpacking and installing the components of the System. The System shall be installed in good working order by PROVOX.

The installation date shall be the first business day following that on which either (a) the components of the System have been installed in good working order, or (b) the components of the System are delivered and the Customer fails to provide a suitable installation environment.

- VIII. Limited Warranty on Software and Disclaimer of Warranty on Hardware. PROVOX agrees to warrant the Software on the terms and conditions set forth in the Maintenance Concept Agreement. Customer acknowledges that PROVOX is not the manufacturer of the Hardware, and that PROVOX THEREFORE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Hardware may, however, be warranted by its manufacturer(s) and PROVOX agrees to, and does hereby, assign any such manufacturer warranties covering the Hardware to Customer. Provided that Customer has paid all current charges due for the Maintenance Concept services described in the Maintenance Concept Agreement, PROVOX will assist Customer in determining whether any problem encountered with the System is caused by the Hardware rather than the Software and, if so, Customer agrees to pursue any manufacturer's warranty remedies with respect to the Hardware component(s). In addition, PROVOX will, upon the request of Customer, assist Customer in locating a third party service organization that can service the Hardware on Customer's behalf.
- IX. Maintenance Concept. Upon expiration of the Warranty Period described in the Licensing Agreement with respect to the Software and payment of the annual fee specified in the Maintenance Concept Agreement, PROVOX shall provide the support services specified in the Maintenance Concept Agreement.
- X. Proprietary Rights. PROVOX warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by PROVOX and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States' patent, copyright, trade secret or other proprietary right of any Person. PROVOX shall defend and indemnify Customer against any third-party claim to the extent attributable to a violation of the foregoing warranty. PROVOX shall have no obligation under this Section unless Customer promptly gives written notice to PROVOX after any applicable infringement claim is initiated against Customer and allows PROVOX to have sole control of the defense or settlement of the claim. The remedies in this Section are the sole remedies for a breach of the warranty contained in this Section.

If any applicable infringement claim is initiated, or in PROVOX's sole opinion is likely to be initiated, then PROVOX shall have the option, at its expense, to:

- Modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or
- Procure for Customer the right to continue using the infringing part of the Software or Documentation; or
- Remove all or the infringing part of the Software or Documentation.

PRICING AND CONFIGURATION

PROVOX Software & Services		QTY	Unit Price	Price
001	PROVOX Agenda.NET - Unlimited Users - Workflow Management - One Time License Fee - Maintenance	1	\$5,750.00/year	\$5,750.00/year
002	PROVOX Agenda.NET Internet Module	1	included	included
003	PROVOX Migration & Replication	1	included	included
004	Fully Managed Server/Hybrid Solution	1	500.00/year	500.00/year
			Total	\$6,250.00/year

First Class Maintenance Concept				Price
100	First-Class Maintenance Agreement included	1	\$0.00	\$0.00

PROVOX Professional On-Site and Off-Site Services		QTY	Unit Price	Price
201	Off-Site: PROVOX Services Package <ul style="list-style-type: none"> Incl. Installation & Configuration Incl. PowerUser Training Incl. Agenda & Meeting Management Training 2 days Application Administrators & 2 groups end-user Project Meetings (4 hrs. each) Off-Site: PROVOX System Adjustments / Integrations <ul style="list-style-type: none"> Project Plan Creation Document Template Creation Internet Information Portal Adaption (PROVOX will integrate the existing layout into the Internet Information Portal) Document Conversion of existing Documents into the Full Text Search Archive of Agenda.NET (last 5 years) 		1,900.00	1,900.00
			Incl.	Incl.
			Total	1,900.00

	Solution Total	
Terms	PROVOX Software:	\$6,250.00
System total payable as following:	Maintenance Concept	included
50% at Contract Signing	On-Site and Off-Site Services:	1,900.00
50% after Installation	Estimated Travel:	0.00
Auto-renew until terminated.	System Total	\$8,150.00
	Taxes:	n/a

OPTIONAL SERVICES	
System/Service	Cost in \$
Fully Managed Server / Hybrid Solution	
- Dell Server Rack	500.00/year
- Windows Server 2019	
- Microsoft SQL Server Express 2019	
- Remote maintenance and monitoring from PROVOX	
Video Streaming	
- YouTube Web Service	1.295.00/year
ALTERNATIVE Video Streaming	
- HD Encoder included	On Request
- 1,500 hours of video	
- Hosting and Streaming Services included	
Hosting of the Internet Information Portal	
- Hosting in a US datacenter	475.00/year
- Unlimited data	
- Unlimited users	
Meeting App for elected and appointed officials	975.00/year

LICENSING AGREEMENT

This License Agreement applies to the following PROVOX products.

Product Name	Authorized Number of Concurrent Users for this Product
Agenda.NET Agenda and Meeting Management	Unlimited
Agenda.NET Internet Module	Unlimited
Agenda.NET Workflow Management	Unlimited
Migration & Replication	Unlimited

Grant of License. PROVOX, a Texas Company ("PROVOX") grants to the City of Owosso ("Customer") identified above a license to load and use the PROVOX software programs listed above (the "Software") on a single server with a single CPU or, if Customer has paid the applicable concurrent use network licensing fees, on a LICENSED COMPUTER NETWORK for up to the AUTHORIZED NUMBER OF CONCURRENT USERS at any given time listed above. A computer network is any combination of two or more terminals that are electronically linked and capable of sharing the use of a single software program. A "LICENSED COMPUTER NETWORK" is a computer network for which Customer has purchased and dedicated at least one PROVOX Municipal license and a PROVOX user license for each of a designated maximum number of concurrent users on the network (the "AUTHORIZED NUMBER OF CONCURRENT USERS").

Copyright. The SOFTWARE is owned by PROVOX and is protected by the United State copyright laws and international treaties. Customer may not distribute, sublicense, disclosure or transfer the SOFTWARE to any third party without the prior written consent of PROVOX. Except as permitted above in connection with concurrent use of the SOFTWARE on a LICENSED COMPUTER NETWORK, Customer may not copy the SOFTWARE in whole or in part, except that Customer may:

1. make one copy of the SOFTWARE solely for backup or archival purposes; and
2. Transfer the SOFTWARE to a single hard disk drive provided Customer keeps the original copy solely for backup or archival purposes.

Customer may not copy the written materials accompanying the SOFTWARE, except for in-house purposes.

Other Restrictions. Customer may not rent, lease or otherwise transfer or assign the SOFTWARE to any individual or organization. Customer acknowledges that the SOFTWARE constitutes and contains trade secrets and confidential information of PROVOX. In order to protect such trade secrets and confidential information, Customer agrees not to reverse engineer, decompile, or disassemble the SOFTWARE or permit anyone else to do so.

Limited Warranty and Remedies. PROVOX warrants for a period of ninety (90) days from the date of installation that, under normal use and without unauthorized modification, the SOFTWARE will perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE; and that, under normal use, the magnetic media upon which the SOFTWARE is recorded will be free of defects in materials and workmanship.

If during the ninety (90) day warranty period a demonstrable error in the SOFTWARE should appear that cause it not to perform substantially in accordance with the specifications published in the written material accompanying the SOFTWARE (an "ERROR"), PROVOX shall exert commercially reasonable efforts to provide Customer with a correction as soon as reasonably possible. If PROVOX cannot correct such ERROR after 90 days, then the Customer shall be entitled to a full refund of the applicable license fee. If during the ninety (90) day warranty period a defect in materials or workmanship appears in the magnetic media containing the SOFTWARE, then PROVOX will repair or replace it at no cost to Customer. The forgoing shall constitute Customer's sole and exclusive remedy for a breach of the limited warranty set forth in this Section.

PROVOX shall have no obligations or responsibilities of any kind with respect to problems caused in the use or functioning of the SOFTWARE by any hardware or software not supplied by PROVOX, or by any modification of the SOFTWARE by any person or entity other than PROVOX.

As set forth in Section 1 of the General Terms and Conditions of this Agreement, PROVOX disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE and the accompanying written materials, and disclaims any liability of any type for any lost profits, lost data, or any form of special, incidental, indirect, consequential or punitive damages of any kind.

U.S. Government Restricted Rights. The Software and documentation are provided with RESTRICTED RIGHTS.

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (i) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Manufacturer PROVOX, A Texas Company, 8951 Synergy Drive, McKinney, TX 75070.

City of Owosso's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the City of Owosso, who has been provided access to such data must promptly notify PROVOX SYSTEMS INC.

MAINTENANCE CONCEPT AGREEMENT**1. Initial Term and Renewals**

“The initial term of this Software & Maintenance Concept Agreement shall be 36 months commencing on October 1st, 2021 with a fee of \$5,750.00 per year due in advance and shall automatically renew for years two (2) and three (3). After the initial three (3) year term, each year the contract may be renewed on an annual basis, the concept fee shall be due in full in advance of the renewal date. After five (5) years, both partners will review the population of City of Owosso and calculate the new annual concept fee. The annual concept fee will be based on the actual population and will (after 5 years) not be increased over \$750 from the annual concept fee of \$5,750.00. “

2. Maintenance Concept Fee

Maintenance Concept Fee – Included in the Software and Maintenance Concept Fee.

3. Software Services

PROVOX, a Texas Company shall on a timely basis and without additional charges or fee, provide the Customer with all version updates, bug fixes, and other modifications of SOFTWARE licensed by the Customer which are released during the term of this Agreement and with respect to which Customer has paid the applicable Maintenance Concept Fee. In addition, PROVOX, A Texas Company shall extend the limited warranty remedies set forth in the Licensing Agreement with respect to such SOFTWARE throughout the term(s) of the Maintenance Concept Agreement.

Customer agrees to promptly install all updates, bug fixes and other modifications supplied hereunder to maintain the SOFTWARE in the most current revision level. Customer may request assistance from PROVOX, with respect to any such installation, upon which services will be rendered by PROVOX at its then standard commercial time and materials rates for such services PROVOX shall also provide Customer with the software necessary for remote maintenance and diagnostics service.

4. Support Services

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include:

- Free telephone support between 8:00 a.m. and 6:00 p.m. CST, from the support organization at 972-547-0504
- After hours emergency incident reporting between 1:00 a.m. and 8:00 a.m. and 6:00 p.m. and 9:00 p.m. CST, charged on a per incident call basis.
- After hours support is available at \$150/hr.

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- Three hours guaranteed response time
- Call logging system
- Escalation procedure
- Web site access, FTP site, and e-mail
- Remote site support, diagnostics, and maintenance service

Technical support will not cover problems relating to applications, development, consultancy, computer hardware, operating systems, and printers. PROVOX reserves the right to limit the number of authorized callers.

5. Customer Obligations

During the term of this Maintenance Concept Agreement, Customer shall also be entitled to telephone, fax, mail, Internet, and/or web site (<http://www.provox-systems.com>) support regarding the installation, use, and operation of such SOFTWARE, to include>

- Customer must be operating with approved PROVOX and network software configurations.
- Customer must have a CD-ROM drive for the installation and update of PROVOX products.
- Customer must ensure the products supported under this Agreement are used only on the specific computer hardware for which the product have been licensed and approved by PROVOX.
- Customer must maintain and operate the products supported under this Agreement in a proper and prudent manner in accordance with such advice and instructions as PROVOX may issue from time to time, and allow its use only by competent and authorized personnel.
- Customer must maintain a PROVOX trained Agenda Management Administrator.
- Customer must ensure that the systems are regularly backed up and provide proof of a recovery plan.
- Customer must grant PROVOX monitored access to their Agenda Management System and network for maintenance purposes.
- Customer must make available to PROVOX without charges, any information, materials, or facilities to enable PROVOX to discharge its obligations under this Agreement, provided always that PROVOX shall hold as confidential any such information provided by the Customer.

6. Incorporation of License Agreement

The term, conditions, limitations, disclaimers, and restrictions contained in the PROVOX Licensing Agreement with respect to the SOFTWARE are hereby incorporated into this Maintenance Concept Agreement by this reference.

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7. This Agreement Covers the Following Products

- Agenda.NET – Agenda and Meeting Management – unlimited users
- Agenda.NET – Internet Module – unlimited users
- Agenda.NET – Workflow Management – unlimited users
- PROVOX Migration & Replication Tool – unlimited users

8. Liability

Under no circumstances will PROVOX be liable to the Customer or third parties for loss of profit or direct or indirect loss or damage whether special or consequential or otherwise and however arising including, but not limited to, loss of profit or loss or damage arising from the services provided by PROVOX.

9. Uncontrollable Events

Neither party to this Agreement shall be liable for the failure to perform or for the delay in performing, its obligations under this Agreement if such failure or delay is due to Acts of God, war, riot, civil commotion, weather, labor disputes, and failure of sub-contractors or any other cause beyond the reasonable control of the party concerned.

10. Non-Assignment

The Customer is not permitted to assign the benefits and obligations of this Agreement to a third party unless the prior written consent to PROVOX has been obtained.

11. Notices

Any notices to be given by either party under the terms of this Agreement shall be given by mail or facsimile transmission at the address for such party.

12. Revisions and Modifications

This Agreement may be amended to include additional product services as agreed in writing by the Customer and PROVOX. This Agreement cannot, however, be modified by any representation, promise, or course of dealing not contained or referenced in this Agreement.

13. Termination

Either party may terminate this Agreement after the initial term upon thirty (30) days written notice to the other party.

14. Law

This Agreement shall be construed and operated in accordance with the laws of the State of Texas without regard to choice of law rules or principles.



Warrant 606
September 28, 2021

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance-2nd of 3 installments for FY 21/22	Various	\$66,777.50
Total			\$66,777.50



MEMORANDUM

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

DATE: September 27, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: Approval of amended City of Owosso Historical Commission bylaws

RECOMMENDATION:

Staff recommends approval of the amended City of Owosso Historical Commission bylaws.

BACKGROUND:

The City of Owosso Historical Commission bylaws were last amended by the Commission December 14, 2020. At the September 13, 2021 Owosso Historical Commission Meeting, the commission voted to approve the attached amendments to the bylaws.

Updates to the bylaws include, but are not limited to, reducing the number of voting members from eleven to seven, broadening the scope of participants that may join the Commission, and revamping the committees to reflect the smaller membership, along with alignment of the purchasing policy with City of Owosso guidelines.

FISCAL IMPACTS:

None.

Attachments: Bylaws

RESOLUTION NO.
TO ADOPT THE
CITY OF OWOSSO HISTORICAL COMMISSION BYLAWS

WHEREAS, the City of Owosso Historical Commission is a public commission which is responsible for holding its own meetings in accordance with the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended;
and

WHEREAS, the commissioners of the City of Owosso Historical Commission of the City of Owosso have drafted and approved bylaws to direct the conduct and activities of such meetings and are submitting them to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED that the Owosso City Council hereby approves the bylaws of the City of Owosso Historical Commission as follows, such bylaws to be effective immediately:

BYLAWS
OF
CITY OF OWOSSO HISTORICAL COMMISSION

ARTICLE 1. PURPOSE

The purpose of the Historical Commission (hereinafter referred to as "the Commission") shall be to recognize and preserve and bring public attention to the historical treasures of the City and to promote an historical interest in the arts. The commission shall be responsible for the permanent perpetuation of the history of the city through such means as may be developed by the commission, including:

- (1) Receiving, cataloging, preserving and displaying articles of historic interest and significance.
- (2) Maintaining, preserving, restoring, and managing buildings of historic interest and significance which are owned by the city.
- (3) Encouraging the preservation and perpetuation of historic articles and architecture through programs and activities designed to promote community awareness.
- (4) Enhancing historic areas with buildings and/or facilities to increase the enjoyment and use of the city's cultural and historic facilities.

ARTICLE 2. ORGANIZATION

Section 1. Members.

The members of the commission shall be appointed by the City Council in accordance with the provisions of ordinance.

There shall be ~~nine (9)~~ **seven (7)** voting members possessing the right to vote on matters before the commission and serve as chairperson of the commission or its committees.

Of these ~~nine (9)~~ **seven (7)** members, ~~one (1) shall be a representative from the Shiawassee Arts Council, one (1) shall be a representative from the Shiawassee Historical Society, one (1) shall be a representative of Preservation Owosso, and~~ one (1) shall be a representative of the City Council.

In addition, there may be appointed ex-officio members of the commission who may attend all meetings of the commission, participate in discussion of matters before the commission, and serve on committees of the commission.

Section 2. Officers.

- (a) The officers of the commission shall be a chairperson and a vice-chairperson, who shall be members of the commission and a secretary-treasurer, who shall be an officer or employee of the City of Owosso.
- (b) The officers shall be selected by the voting members of the commission annually during the first regular meeting of the commission in October of each year.
- (c) The terms of office for the officers shall be one year or such longer period as is necessary until a successor is appointed and assumes the office.
- (d) If an office shall become vacant before the officer has served his complete term, the commission shall appoint another officer to serve for the remainder of the term of office.

Section 3. Duties of officers.

(a) The chairperson shall be the presiding officer at all regular and special meetings of the commission, shall be an ex-officio member of all standing and ad hoc committees of the commission, and shall be the spokesperson for the commission in all contacts with the city administration, city council, and the news media.

(b) The secretary-treasurer shall have custody of the records of the commission, shall take minutes of all meetings of the commission, shall receive monetary donations in the name of the commission and shall keep a record thereof, shall authorize disbursement of funds of the commission within limits established by the commission, and shall maintain an inventory of the assets of the commission.

(c) The secretary-treasurer may designate another officer or employee of the City of Owosso to act as secretary-treasurer during a time of absence or disability until he or she is able to resume the duties of the office.

Section 4. Meetings.

(a) The commission shall schedule regular meetings and shall approve the date, time, and place of such meetings. Special meetings may be called by one of the officers or by a majority of the voting members of the commission. All meetings of the commission shall be held in accordance with the Open Meetings Act (P.A. 267 of 1976, as amended).

(b) A majority of the voting members of the commission shall constitute a quorum.

(c) The chairperson shall be the presiding officer at all meetings of the commission. In the absence of the chairperson, the vice-chairperson shall serve as chairperson for that meeting.

Section 5. Committees.

(a) The work of the commission shall be accomplished through a structure of standing committees. The following shall be considered standing committees of the commission:

- (1) **Facilities Committee.** This committee shall be responsible for the restoration, preservation and maintenance of the Gould House and other buildings and grounds associated

with the Gould House, the Curwood Castle, buildings located in Curwood Castle Park, and for coordinating maintenance and development activities with appropriate City departments.

~~(2) Gould House Preservation Committee. This committee shall be responsible for the restoration, preservation and maintenance of the Gould House and the other buildings and grounds associated with the Gould House.~~

(3) Historic Properties Activities Committee. This committee shall be responsible for developing rules and regulations for the use of the Gould House and its associated buildings and grounds, Curwood Castle, other historic holdings, and for overseeing activities which take place there.

~~(4) Curwood Castle Preservation Committee. This committee shall be responsible for the preservation of the Curwood Castle.~~

~~(5) Curwood Castle Park Committee. This committee shall be responsible for preservation of buildings located in Heritage Park (except Curwood Castle), for coordinating maintenance and development activities with appropriate City departments, and for overseeing activities which take place in the park and related buildings.~~

(6) Historic Collection Committee. This committee shall be responsible for maintaining a record of historic articles acquired by the commission, for preserving those articles, for arranging for their storage and display, for loaning historic articles to other organizations, for acquiring historic articles through loan from other organizations and for identifying articles in the collection which should be considered for sale or disposal.

~~(7) Home Tour Committee. This committee shall be responsible for organizing a tour of historic homes in Owosso and other appropriate events.~~

(8) Historic Preservation Committee. This committee shall be responsible for promoting the preservation and restoration of private properties of historic interest in the community by developing and maintaining sources of information and assistance in restoration activities, by coordinating contacts between property owners and experts in the field of historic preservation, by monitoring activities affecting properties of historic significance and, where necessary, initiating contact with the property owner and by responding to requests for assistance from private property owners.

(b) The commission may establish such additional standing committees as it deems necessary to carry out the work of the commission. The commission may dissolve any standing committees established by it but, with regard to the standing committees described in Section 5(a), such dissolution shall become effective only with the approval of the City Council.

(c) The chairperson of the commission shall appoint a voting member of the commission as chairperson of each standing committee. Each committee chairperson shall be responsible for appointing individuals, who need not be members of the commission, to serve on the committee and to assist the committee chairperson in carrying out the work of the committee.

(d) The chairperson of the commission may, from time to time, establish ad hoc committees and may appoint individuals to serve on such committees. At least one member of each ad hoc committee shall be a voting member of the commission. Ad hoc committees shall be established for a specific purpose related to the activities of the commission and shall complete their work, report to the commission and shall be considered dissolved within two years after their establishment.

ARTICLE 3. CONTROL OF ASSETS

Section 1. Authority of the Commission.

The commission shall have the sole responsibility and authority, subject to the direction of the city council, to manage and control the real and personal property over which it has jurisdiction. Such responsibility and authority shall not be delegated to an officer, committee or chairperson of a committee, unless specifically directed and authorized by a vote of the commission.

Section 2. Donations.

- (a) The secretary-treasurer shall accept on behalf of the commission any donations or contributions of cash or other financial instruments easily converted into cash, subject to the following provisions:
 - (1) Donations or contributions which are given without restrictions or which are restricted only to the extent that they are to be dedicated to a specific project, property, or activity of the commission may be accepted without the specific approval of the commission.
 - (2) Donations or contributions other than those described in Section 2(a) (1) above, particularly when those donations or contributions might require that the commission take a specific action related to such donation or contribution at some future time, or when such donation or contribution is, in the secretary-treasurer's opinion, so restricted as to prevent its use for the general purposes of the commission, shall only be accepted following approval by the commission.
- (b) The chairperson, secretary-treasurer, or the chairperson of the Historic Collection Committee may accept donations of articles of personal property, without prior approval of the commission, subject to the following provisions:
 - (1) The article or group of articles to be donated shall not have an estimated value in excess of five hundred dollars;
 - (2) The donation shall be unrestricted with regard to the use which the commission may make of the articles, including the right of the commission to sell or otherwise dispose of the articles at its sole discretion;
 - (3) Articles which are to be loaned to the commission, whether for a definite or indefinite period of time, may only be accepted following a vote of the commission.
- (c) Real property may be accepted by the commission only upon the approval of the city council.

Section 3. Loans of commission assets.

The commission shall approve each request for a loan of historic articles from the commission's collection. In considering a request for such a loan, the commission shall consider the purpose of the institution making the request, the value of the articles which are the subject of the request, and the safeguards to be taken against theft or damage. The commission shall ascertain that the requesting institution possesses adequate insurance against loss.

Section 4. Disposition of assets.

The commission shall adopt detailed rules and procedures governing the disposition of commission assets. Such rules and procedures shall provide, at a minimum, that no assets of the commission may be disposed of without the express authorization of the commission and that disposition of any article valued in excess of one thousand dollars shall be approved in advance by the city council.

Section 5. Use of buildings.

The commission shall adopt detailed rules and procedures governing the use of the historic buildings under its control. Such rules and procedures shall establish the fees to be charged for the use of the buildings.

ARTICLE 4. FINANCE

Section 1. Budget.

- (a) The commission shall annually prepare and recommend to the council a budget for the fiscal year commencing July 1, which budget will show the anticipated revenues and expenditures for the commission's activities and operations.
- ~~(b) On or before December 1 of each year, the chairperson of each committee shall submit to the secretary-treasurer an estimate of the anticipated revenues and expenditures associated with the planned activities of the committee for ensuing fiscal year, including any amounts required for maintenance or improvements to buildings and facilities.~~
- (c) The secretary-treasurer shall present a proposed budget for consideration by the commission at its first regular meeting during the month of February.
- (d) The commission shall approve a budget for the ensuing fiscal year not later than the first meeting of March.

Section 2. Purchases.

The secretary-treasurer shall have the authority to make purchases of such supplies and services as are necessary to carry out the activities of the commission. ~~Purchases not exceeding five hundred dollars may be made without prior approval of the commission of the specific purchase. Purchases in excess of five hundred dollars necessitated by an emergency which must be addressed prior to the next regular meeting of the commission may be made by the secretary-treasurer after consultation with the chairperson of the commission and the chairperson of the appropriate committee.~~ Purchases shall be made in accordance with Article VI, Division 3 of the City of Owosso Code of Ordinances governing Purchases, Contracts and Sales.

Section 3. Endowment fund.

The commission shall maintain an endowment fund into which shall be placed monetary gifts and bequests which are directed to said fund. The interest and/or dividends which are earned by the endowment fund may be used for the expenses associated with the activities of the commission but no portion of the principal shall be expended.

ARTICLE 5. APPROVAL AND AMENDMENTS

Section 1. Approval.

These by-laws shall become effective following their approval by the commission and by the city council.

Section 2. Amendments.

The commission shall annually during its first regular meeting in January review these by-laws and determine the need to make any changes, additions, or deletions. These by-laws may be amended as deemed necessary by the commission. Such amendments shall be approved as provided in Section 1.

Motion supported by Councilperson _____.

Roll Call Vote.

AYES:

NAYS:

I hereby certify that the foregoing is a true and complete copy of the **BYLAWS OF CITY OF OWOSSO HISTORICAL COMMISSION** as adopted by the Owosso City Council at their regular meeting on (Month)_____(Date)_____, 2021.

Amy K Kirkland, City Clerk

ADOPTED: May 27, 2008
AMENDED: August 15, 2016
AMENDED: July 28, 2021



MEMORANDUM

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

DATE: September 22, 2021

TO: Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Michigan State Housing Development Authority (MSHDA) Neighborhood Enhancement Program (NEP) Grant Authorization

BACKGROUND:

The City of Owosso applied for an MSHDA NEP Grant in late 2020 and received approval in the spring of 2021. The City of Owosso was awarded \$41,250 for assistance to eligible homeowners to improve the exterior of their homes, to include windows, roofing, siding and painting.

Breakdown of the \$41,250

1. **\$3,750 - Reimbursable to the City for Administrative Costs**
2. **\$37,500 – 5 homes at \$7,500 each**

The City of Owosso has accepted applications and has screened for eligibility requirements. Five (5) applicants have been chosen based on meeting the eligibility requirements.

This grant DOES NOT require a city match.

RECOMMENDATION:

Authorize the City of Owosso Building Department to proceed with the grant improvement program and authorize the City of Owosso to make payments to the selected contractor for a total of \$37,500, all of which will be reimbursed to the City of Owosso from MSHDA.

FISCAL IMPACTS:

Recoup Administrative Costs not to exceed \$3,750

RESOLUTION NO.

**AUTHORIZING EXECUTION OF HOUSING DEVELOPMENT GRANT AGREEMENT
BETWEEN THE CITY OF OWOSSO AND
THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, applied for a MSHDA Neighborhood Enhancement Program Grant in late 2020 and received approval in the spring of 2021 for the amount of \$41,250; and

WHEREAS, five (5) eligible homeowners have been selected to receive grant support to improve the exterior of their homes, including windows, roofing, siding and painting; and

WHEREAS, bids have been received for the entire project and an award was made to Keyes Quality Construction LLC.

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

- FIRST: the City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a Housing Development Fund Grant Agreement between the Michigan State Housing Development Authority and the City of Owosso dated May 24, 2021 (Grant #: HDF-2021-37-NEP).
- SECOND: the City Manager is instructed and authorized to execute for and on behalf of the City of Owosso a contract substantially in the form attached.
- THIRD: staff is authorized to administer the projects named to completion in accordance with the grant guidelines and permits city staff to make such payment and payment requests as necessary to satisfy the contractor, property owners, and the State of Michigan in accordance with the grant agreement and applicable contracts.

HOUSING DEVELOPMENT FUND GRANT AGREEMENT
Grant #HDF-2021-37-NEP

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
735 East Michigan Avenue, Lansing, Michigan 48912

THIS GRANT AGREEMENT made and entered into as of May 24, 2021, by and between City of Owosso, a Local Unit of Government, whose address is 301 W Main St., Owosso, Michigan 48867 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 ("the Authority").

R E C I T A L S:

A. Section 23 of Public Act 346 of 1966, as amended (the "Act"), creates and establishes a housing development fund under the jurisdiction and control of the Authority, and further provides that the Authority may use the monies held in the housing development fund to make grants to local communities, as defined by the Authority in rules promulgated under the Act, or to public or private nonprofit organizations or local governmental agencies organized to provide assistance to persons and families of low or moderate income, in any amounts as the Authority determines, not to exceed the net costs, exclusive of any federal aid or assistance, incurred by the recipient in planning for or implementing housing assistance or community or housing development.

B. The Grantee has represented to the Authority that it fully intends to undertake or continue a program planning for or implementing housing assistance or community or housing development.

C. The Housing Development Fund Grant, HDF-2021-37-NEP, in an amount not to exceed Forty One Thousand Two Hundred Fifty Dollars (\$41,250) (the "Grant") is for a program more specifically described in Exhibit A attached hereto (the "Program").

D. The Authority, as a public body, is charged with the responsibility of regulating the use of funds advanced by it to assure that such funds are being used for purposes and in a manner that are in accordance with the Act and the Authority's General Rules.

E. The Authority has agreed to make the Grant to the Grantee on the condition that the Grantee agrees to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of and as a condition to receiving the Grant, the Grantee agrees that:

1. The terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in accordance with the Act and the Authority's General Rules, and the Resolutions.

2. All aspects of the Grantee's plan for the use of the Grant are specifically described in the Program attached hereto as Exhibit A, which Program is incorporated herein, and the Grantee will operate the Program as described in Exhibit A.

3. All actions of the Grantee and requirements of the Grantee's Program are subject to the terms of this Agreement, the provisions of the Act and the Rules of the Authority, being R 125.101, et seq.

4. The activities of the Grantee will be subject to the review of and, in the discretion of the Authority, audit by Authority staff to ensure compliance with this Agreement, the Act and the Authority's Rules, and the Grantee will provide any books, records or documents in such form and at such place as the Authority may request.

5. The Grantee agrees to draw down Grant proceeds only when and in such amounts as may be necessary to pay for the activities described in Exhibit A.

6. All requests for the disbursement of Grant proceeds shall be submitted to the Executive Director of the Authority or his designee, shall be made in writing, and shall include the amount of Grant proceeds to be disbursed, a description of the purposes for which the proceeds are to be used, copies of invoices, billings, or such other documentation as may be necessary to demonstrate project costs, and such other information as the Executive Director or his designee may request.

7. If an advance or a portion of the Grant for a specific purpose is not used for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such decision, the sum shall be returned to the Authority immediately.

8. If any of the Grant proceeds are to be used for the construction or rehabilitation of housing, then:

- a. prior to disbursement of funds, the Grantee shall prepare and submit to the Authority a detailed budget of the work to be done, including the cost per unit to be rehabilitated;
- b. all housing units rehabilitated under the Grant will be maintained in good repair; and
- c. Grant proceeds shall only be used in areas where at least 51% of the residents are persons or families whose income does not exceed 120% of area median income, as determined by the U.S. Department of Housing and Urban Development ("HUD"), adjusted for family size. All units rehabilitated with Grant funds shall be occupied by persons or families whose income does not exceed 120% of area median income, as determined by HUD, adjusted for family size.

9. Any of Grantee's activities that are assisted by the use of Grant proceeds and the selection of persons for participation in the Program shall not discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital or familial status except as provided by law. The Grantee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), the Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

10. The Grantee assumes responsibility for any and all costs to implement the Grantee's Program exceeding the amount of the Grant.

11. In the event of a violation of any of the provisions of this Agreement, the Authority will notify the Grantee in writing of the violation and the Grantee will have a 30-day period in which to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority within the time prescribed herein, the Authority may:

- a. immediately terminate the Grant, without further notice, in a writing signed by the Authority's Executive Director; and
- b. pursue any other remedy provided at law or in the Act.

The Grantee hereby agrees that an election by the Authority to pursue any one remedy shall not be construed to preclude or be a waiver of the right to pursue any other remedy available to it.

12. The term of this Agreement shall commence on 06/01/2021 and shall terminate, unless extended by the Authority, on 12/31/2021.

13. If any advance or portion of Grant funds used for the specific purpose assented to within this Agreement is not used for that specific purpose, the Grantee will reimburse the Authority for the full amount of the advance (or portion) not used for the specific purpose. Grant proceeds that have not been used for Grant purposes by 12/31/2021 will, within 30 days, be returned to the Authority.

14. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portion hereof.

15. This Agreement may be signed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

City of Owosso,
A LOCAL UNIT OF GOVERNMENT

By: Nat R. He 5.24.21
Date
Its: City Manager

MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY

By: Gary Heidel 6/4/2021
Date
Gary Heidel
Its: Director of Neighborhood Housing
Initiatives Division

**NEIGHBORHOOD ENHANCEMENT PROGRAM (NEP)
HOUSING DEVELOPMENT FUND GRANT AGREEMENT**

NONPROFIT AGENCY NAME: City of Owosso

PROJECT DESCRIPTION

See staff report for program description

BUDGET

Grant Date

Begin Date: 06/01/2021

End Date: 12/31/2021

Component - Activity	Approved Funds	HRF Units	Non-HRF Units	Leverage Funds
Residential HDF Assistance				
HDF Activity	\$37,500	5		
Administrative Costs				
Administrative Costs	\$3,750			
GRAND TOTAL	\$41,250	5	0	\$0

BY MY SIGNATURE BELOW, my agency agrees to the following:

- 1. NEP funding will only be disbursed on a reimbursement basis via the Matt system. No advances will be authorized. Only expenses incurred after the execution date of the grant agreement are permitted.**
- 2. NEP funding will only be disbursed for activities that have been pre-approved in writing by MSHDA. All decisions on funding are at the discretion of MSHDA.**
- 3. NEP funding will only be disbursed to the Agency awarded the funds and the funds may be recaptured in the event that they are not used for the intended purposes.**
- 4. The Certified Resolution or authorized signer form and Program guidelines will need to be approved prior to incurring costs.**
- 5. Notification of any, real or perceived, Conflict of Interest issues needs to be provided to MSHDA within three (3) business days and prior to any action being taken at the local level.**
- 6. Administration expenses are limited to up to 10% of the grant award and must be tracked, itemized, and approved by MSHDA HID staff.**
- 7. Bi-weekly progress reports/updates which give a detailed description of the accomplishments and related outcomes are required to be provided to your assigned HID Champion.**
- 8. Payment request submissions should include detailed documentation, including invoices, itemized receipts, and other such documentation that the Michigan State Housing Development Authority deems necessary to make a reasonable determination for eligible cost reimbursements in accordance with the Authority's Act and Rules regarding Housing Development Fund grants. Note: travel, if necessary to the delivery of programming outlined within the Request for Proposals and Grant Agreement shall be reimbursed as administrative costs up to the limits set annually by the Michigan Department of Technology, Management and Budget.**
- 9. The Agency will be required to submit a final report at the end on the grant term of December 31, 2020 outlining how many people were assisted, a description of the assistance provided, and the final outcomes/measurables of the assistance.**

10. MSHDA staff will review all reports and advise the Agency in a timely manner if any problems arise that may affect the terms of this agreement.

11. Verification provided for lead testing of assisted properties, if applicable.

12. Verification that energy audits were completed on assisted properties, if applicable.

I CERTIFY ALL THE INFORMATION PROVIDED VIA THE REQUEST FOR PROPOSALS SUBMISSION AND THE MATT APPLICATION AND SUPPORTING DOCUMENTATION IS TRUE AND COMPLETE TO THE BEST OF MY BELIEF AND ACKNOWLEDGE THAT THE AGENCY WILL MEET ALL CRITERIA OUTLINED ABOVE.

SIGNATURE OF AGENCY OFFICIAL:



DATE:

5-24-21

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
NEIGHBORHOOD HOUSING INITIATIVES DIVISION**

**AUTHORIZED SIGNATURE
DESIGNATION FORM**

As the highest elected official of City of Owosso, I designate the following individual(s) as Authorized Signer(s) for Grant #: HDF-2021-37-NEP to sign the associated Grant Agreement, submit FSR payment requests and Grant Amendments, if applicable, for the aforementioned grant.

Date: 5-24-21 Nathan R. Henne

Authorized Signer Printed Name: Nathan R. Henne
Title: City Manager

Date: _____

Authorized Signer Printed Name: _____
Title: _____

APPROVED BY HIGHEST ELECTED OFFICIAL:

Date: 5/24/21 Christopher T. Evelev

Authorized Official Printed Name: _____
Title: Christopher T. Evelev
Mayor



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

GARY HEIDEL
ACTING EXECUTIVE DIRECTOR

HOUSING DEVELOPMENT FUND GRANT REPORT

May 1, 2021

RECOMMENDATION:

Pursuant to Administrative Rule 125.152, the Michigan State Housing Development Authority ("Authority") approves a Housing Development Fund grant in an amount not to exceed Forty One Thousand Two Hundred and Fifty Dollars (\$41,250) to the City of Owosso for the purposes described in this report.

DEVELOPMENT INFORMATION:

MSHDA Grant #:	HDF-2021-37-NEP
Grantee:	City of Owosso
Location of Project:	City of Owosso
Use of Funds:	Component A and D
Number of Units:	5
Maximum Grant:	\$41,250.00
Contact Person(s):	Nathan Henne

SUMMARY OF PROPOSAL:

City of Owosso will use the funds as outlined in Attachment 1.

The assisted neighborhood must be primarily residential and the assisted homeowners' income cannot exceed 120% of Area Median Income. The targeted neighborhood(s) must be comprised of a low to moderate-income qualified area(s) where at least 51% of the residents in this neighborhood are persons or families whose combined household income does not exceed 120% of Area Median Income (AMI).

ORGANIZATIONAL HISTORY:

The mission of the city of Owosso is to promote a safe, enjoyable, and welcoming environment to live and do business. The City's housing mission is to preserve historic single family homes, improve existing housing through the code enforcement process, and to build new attainable housing due to an overall housing shortage. These goals are outlined in the city's master plan draft as well as a 2018 regional housing study.

ELIGIBILITY UNDER THE ACT AND RULES:

Section 24(3) of P.A. 346 of 1966, as amended, provides that the Authority may use monies from the Housing Development Fund to make grants to local communities (as defined by the Authority's General Rules), or to private nonprofit organizations formed to provide assistance to persons and families of low and moderate income. The Rules further require that prior to the authorization of any Housing Development Fund grant, each proposal be reviewed and analyzed to determine that the application meets the requirements of the Act and Rules and is consistent with the Authority's evaluation factors. Authority staff has reviewed the application and have determined that it complies with the Act, Authority Rules and HDF Evaluation Factors as discussed below.

This proposal has been reviewed and determined to have satisfied the Authority's "Revised Priorities, Evaluation Factors, and Criteria for Allocation of Development Fund Grants" ("HDF Evaluation Factors") adopted by the Authority on January 25, 2012; the HDF Evaluations Factors include, but are not limited to, the following:

1. "Summary of Program Purpose" Section E (5) — Grant funds will be used to improve the quality of life of the residents of low or moderate-income housing.
2. "Eligible Applicants" Section I(B) – Agency Name is a nonprofit corporation or local unit of government eligible under the act to receive grant assistance under this program.
3. "Eligible Activities" Section I(C)(5) – Funds will be used for exterior housing enhancements and other applicable components as outlined within Attachment 1 to improve the quality of life of its low and moderate income residents.
4. "Eligible Costs" Section I(D)(5) and (7) – Costs associated with this grant will consist of housing enhancements and other applicable components as outlined within Attachment 1.

SPECIAL CONDITIONS:

Prior to the disbursement of any funds authorized pursuant to this grant, the applicant must:

1. Submit, if applicable, Articles of Incorporation, By-laws, a Certificate of Good Standing, and an Incumbency Certificate verifying eligibility to receive a Housing Development Fund grant, all in form and substance acceptable to the Director of Legal Affairs.
2. Submit written documentation that the agency representative has the authority to execute the Housing Development Fund grant agreement on behalf of the applicant.
3. Execute an agreement that includes: the projected budget; program statement; project work detail; an anti-discrimination provision effectuating Section 46 of the Act; and a provision that the funds may be recaptured in the event that they are not used for the intended purposes. The Housing Development Fund grant agreement shall be acceptable in form and substance to the Director of Legal Affairs.

DISCLOSURE

No Disclosures.

APPROVALS:

Based on the application submitted and the information in this report, we hereby make the following determinations:

1. The applicant is an applicant authorized by the act to receive a development fund grant.
2. The applicant shall use the grant funds in planning for or implementing any activities permitted in the act.
3. The applicant is reasonably expected to be able to successfully implement the proposal.
4. The applicant satisfies the evaluation factors and criteria adopted by the authority.

Housing Development Fund Grant Report
City of Owosso
MSHDA No. HDF-2021-37-NEP
May 1, 2021

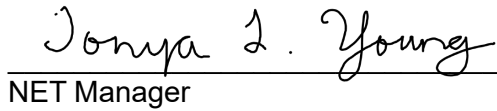

Agency Representative

4-05-2021
Date


NEP Champion

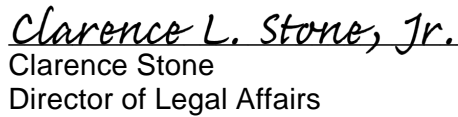
03/31/2021

Date


NET Manager

5/1/2021

Date


Clarence Stone
Director of Legal Affairs

5-9-2021

Date


Gary Heidel
Acting Executive Director

5/10/2021

Date

Attachment 1

Component A - Housing Enhancements - Exterior Only

Total Dollar Amount Requested for Component A: \$37,500

Neighborhood Boundaries: Within the City limits of Owosso

Activity Description: Painting/siding/roofing

Total Number of Assisted Properties Anticipated for Component A: 5 Units

Component D - Administration

Note: Administrative Tracking Form Required

Total Dollar Amount Requested For Component D:\$3,750.00

Activity Description:Program management, clerical

Agency Representatives and Roles & Responsibilities:

Nathan Hennee, City Manager - Authorized Official

Tanya Buckelew - Administrator (processing homeowner applications/
documents, tracking, and invoicing submittals.

Component B - Public Amenity

Total Dollar Amount Requested for Component B: Not Applicable

Total Number of Sites Proposed For Component B: XX

Note: If there's more than one site location, provide this information for each site:

Site Boundaries:

Site Ownership:

Activity Description:

Total Number of Assisted Sites Anticipated for Component B:

Component C - Housing Enhancements - Interior Only

Total Dollar Amount Requested for Component C: Not Applicable

Neighborhood Boundaries:

Total Number of Assisted Properties Anticipated for Component C:



MEMORANDUM

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

DATE: September 28, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Planning Commission

SUBJECT: Chapter 16.5-Medical Marihuana Facilities Licensing and Chapter 16.6 Adult Use Marihuana Establishments Licensing – Police Power Ordinances

RECOMMENDATION:

The Planning Commission recommends to not increase the number of Medical Provisioning Center Locations and to continue to allow Medical Grower, Processor, Safety Compliance Facility and Secure Transport to remain unlimited.

The Planning Commission recommends to not increase the number of Adult Use Marihuana Establishments and to continue to allow Adult Use Grower, Processor, Safety Compliance Facility and Secure Transport to remain unlimited.

BACKGROUND:

When the City of Owosso adopted the ordinances for Medical and Adult Use Marihuana, the following was included:

MEDICAL:

Planning commission shall review the number of facilities allowed at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana facility allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.

ADULT USE:

Planning commission shall review the number of allowed adult use marihuana establishments at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana establishment allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.

The Planning Commission voted at its regular meeting on September 27, 2021 to recommend to the City Council to not increase the number of locations allowed in the city and from this point on, every three (3) years, city council shall review the maximum number allowed and determine whether this maximum number should be changed.

FISCAL IMPACTS: None

Document originated by: Tanya S. Buckelew, Planning & Building Director

CHAPTER 16.5 - MEDICAL MARIHUANA FACILITIES LICENSING—POLICE POWER ORDINANCE

Sec. 16.5-1. - Purpose.

- (a) It is the intent of this chapter to authorize the establishment of certain types of medical marihuana facilities in the city of Owosso and provide for the adoption of reasonable restrictions to protect the public health, safety, and general welfare of the community at large; retain the character of neighborhoods; and mitigate potential impacts on surrounding properties and persons. It is also the intent of this chapter to help defray administrative and enforcement costs associated with the operation of a marihuana facility in the city through imposition of an annual, nonrefundable fee of five thousand dollars (\$5,000.00) on each medical marihuana facility licensee. Authority for the enactment of these provisions is set forth in the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq. Further, the city does not intend that permitting and regulation under this chapter be construed as a finding that such facilities comply with any law.
- (b) Nothing in this chapter is intended to grant immunity from criminal or civil prosecution, penalty, or sanction for the cultivation, manufacture, possession, use, sale, or distribution of marihuana, in any form, that is not in compliance with the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; the Marihuana Tracking Act, MCL 333.27901 et seq.; and all other applicable rules promulgated by the state.
- (c) As of the effective date of this chapter, marihuana remains classified as a Schedule 1 controlled substance under the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., which makes it unlawful to manufacture, distribute, or dispense marihuana, or possess marihuana with intent to manufacture, distribute, or dispense marihuana. Nothing in this chapter is intended to grant immunity from any criminal prosecution under federal laws.
- (d) All medical marihuana facility license holders must comply with all state building codes, including but not limited to plumbing, mechanical, electrical, building energy and fire codes which includes the city zoning ordinance, as applicable under law.

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-2. - Definitions.

For the purposes of this chapter:

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

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

License means a permit authorized by the city conveying authority to an entity or person, to own and operate a business related to and regulated by the Michigan Medical Marihuana Facilities Licensing Act.

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

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

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

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

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

Provisional license means a document endorsed by the city which only recognizes that an entity or person has submitted a valid application to the city seeking to own and operate a business related to and regulated by the Michigan Medical Marihuana Facilities Licensing Act. A provisional license grants no authority to possess, sell, market or deal marihuana in any fashion, whether for retail, trade, personal and/or patient medical use.

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

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

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

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-3. - Authorization of facilities and fee.

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

Facility	Number
Grower	unlimited
Processor	unlimited
Provisioning center	#4
Safety compliance facility	unlimited
Secure transporter	unlimited

- (b) Planning commission shall review the number of facilities allowed at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana facility allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.
- (c) A nonrefundable fee shall be paid by each marihuana facility licensed under this chapter in an annual amount of five thousand dollars (\$5,000.00) as set by resolution of the city council.
- (d) The first four (4) provisioning center licenses shall be awarded via lottery. An application fee of five thousand dollars (\$5,000.00) shall be paid in full at the time the application is submitted. The first round of applications shall be accepted for a 30-day calendar period, to be determined by city council. All names of applicants will be entered into a drawing the day set by council and shall be open to the public. Applicants who are not awarded a license shall receive a refund of two thousand five hundred dollars (\$2,500.00) within thirty (30) days of the drawing. If all licenses are not awarded in the first round, a second round of applications may be accepted at a later date as determined by city council.
- (e) Should a provisioning center license be vacated or revoked, the city will hold a lottery to award the license to another applicant. The process shall mimic the steps outlined above but would be limited to the number of vacated or revoked license(s) available.

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-4. - Requirements and procedure for issuing license.

- (a) No person shall operate a marihuana facility in city of Owosso without a valid marihuana facility license issued by the city pursuant to the provisions of this chapter, and state law.
- (b) The license requirement in this chapter applies to all facilities whether operated for profit or not for profit.
- (c) Every applicant for a license to operate a marihuana facility shall file an application in the building department office upon a form provided by the city.
- (d) Applications to operate any marihuana facility shall include a photocopy of the "State of Michigan Prequalification Status Letter." Any application delivered to the city without the aforementioned prequalification status letter will be deemed incomplete and shall be rejected. Any delay due to the filing of an incomplete application shall be deemed the fault of the applicant and not the city.
- (e) Upon an applicant's completion of said form and furnishing of all required information and documentation, city staff shall accept the application and assign it a sequential application number by facility type based on the date and time of acceptance. The city staff shall act to approve or deny an application not later than twenty (20) days from the date the application was accepted. If approved, the building department shall issue the applicant a provisional license.
- (f) Applicant's receipt of a provisional license from the city shall provide for reasonable time, but not more than eight (8) months, to secure any and all subsequent and/or collateral permits as required by the state and/or city. Any applicant with a provisional license that has not completed every task as required by the state and/or the city, within eight (8) months after receipt of the provisional license from the city will result in revocation of applicant's city issued provisional license and denial of license.
 - (1) An extension of time may be granted upon applicant's written request and showing of good cause for delay. A request for an extension of time shall also include the estimated time to remedy the delay. Any extension of time shall be at the sole discretion of the city.
- (g) Within twenty (20) days from the applicant submitting proof of obtaining all other required permits and approvals and payment of the license fee, city staff shall approve or deny the marihuana facility license.

The building department shall issue marihuana facility licenses in order of the sequential application number previously assigned.

- (h) Maintaining a valid marihuana facility license issued by the state is a condition for the issuance and maintenance of a marihuana facility license under this chapter and continued operation of any marihuana facility.
- (i) A marihuana facility license issued under this chapter is not transferable.
- (j) If the application is for a grower's license, the maximum number of plants that the applicant intends to grow will be included with the application.

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-5. - License renewal.

- (a) A marihuana facility license shall be valid for one (1) year from the date of issuance, unless revoked as provided by law.
- (b) A valid marihuana facility license may be renewed, on an annual basis, by submitting an application and payment of the annual license fee. Application to renew a marihuana facility license shall be filed at least thirty (30) days prior to the date of its expiration.
- (c) Applications for renewal or amendment of existing permits shall be reviewed and granted or denied before applications for new permits are considered.

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-6. - Applicability.

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

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-7. - Penalties and enforcement.

- (a) Any person who violates any of the provisions of this chapter shall be responsible for a 90-day misdemeanor. Each day a violation of this chapter continues to exist constitutes a separate violation. A violator of this chapter shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan law.
- (b) A violation of this chapter is deemed to be a nuisance per se. In addition to any other remedy available by law, the city may bring an action for an injunction or other process against a person to restrain, prevent, or abate any violation of this chapter.
- (c) This chapter shall be enforced and administered by the city official as may be designated from time to time by resolution of the city council.
- (d) A license issued under this chapter may be suspended or revoked for any of the following violations:
 - (1) Any person required to be named on the permit application is convicted of or found responsible for violating any provision of this chapter;
 - (2) A permit application contains any misrepresentation or omission of any material fact, or false or misleading information, or the applicant has provided the city with any other false or misleading information related to the facility;

- (3) Any person required to be named on the permit application is convicted of a crime which, if it had occurred prior to submittal of the application, could have been cause for denial of the permit application;
- (4) Marihuana is dispensed on the business premises in violation of this chapter or any other applicable state or local law, rule or regulation;
- (5) The facility is operated or is operating in violation of the specifications of the permit application, any conditions of approval by the city or any other applicable state or local law, rule or regulation.
- (6) The city, the county, or any other governmental entity with jurisdiction, has closed the facility temporarily or permanently or has issued any sanction for failure to comply with health and safety provisions of this chapter or other applicable state or local laws related to public health and safety.
- (7) The facility is determined by the city to have become a public nuisance.
- (8) The facility's state operating license has been suspended or revoked.
- (e) Possession, sale or consumption of any form of alcohol is strictly prohibited in any licensed medical marihuana facilities.

(Ord. No. 793, § 1, 7-2-18)

Sec. 16.5-8. - Severability.

In the event that any one (1) or more sections, provisions, phrases or words of this chapter shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this chapter.

(Ord. No. 793, § 1, 7-2-18)

CHAPTER 16.6 - ADULT USE MARIHUANA ESTABLISHMENTS LICENSING—POLICE POWER ORDINANCE

Sec. 16.6-1. - Purpose.

- (a) It is the intent of this chapter to authorize the establishment of certain types of adult use marihuana facilities in the City of Owosso ("city") and provide for the adoption of reasonable restrictions to protect the public health, safety, and general welfare of the community at large; retain the character of neighborhoods; and mitigate potential impacts on surrounding properties and persons. It is also the intent of this chapter to help defray administrative and enforcement costs associated with the operation of an adult use marihuana establishment in the city through imposition of an annual, nonrefundable fee as listed on the city's fee schedule. Authority for the enactment of these provisions is set forth in the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq. Further, the city does not intend that permitting and regulation under this chapter be construed as a finding that such facilities comply with any law.
- (b) Nothing in this chapter is intended to grant immunity from criminal or civil prosecution, penalty, or sanction for the cultivation, manufacture, possession, use, sale, or distribution of marihuana, in any form, that is not in compliance with the Michigan Regulation and Taxation Act, Initiated Law 1 of 2018, MCL 333.27951 et seq.; and all other applicable rules promulgated by the state.
- (c) As of the effective date of this chapter, marihuana remains classified as a schedule 1 controlled substance under the Federal Controlled Substances Act, 21 U.S.C. Sec. 801 et seq., which makes it unlawful to manufacture, distribute, or dispense marihuana, or possess marihuana with intent to manufacture, distribute, or dispense marihuana. Nothing in this chapter is intended to grant immunity from any criminal prosecution under federal laws.
- (d) All adult use marihuana establishment license holders must comply with all state building codes, including but not limited to plumbing, mechanical, electrical, building energy and fire codes which includes the city zoning ordinance, as applicable under law.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-2. - Definitions.

- (a) For the purposes of this chapter:
 - (1) Any term defined by the Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq., shall have the definition given in the Michigan Regulation and Taxation of Marihuana Act.
 - (2) Any term defined by the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., shall have the definition given in the Medical Marihuana Facilities Licensing Act.
 - (3) Any term defined by the Marihuana Tracking Act, MCL 333.27901 et seq., shall have the definition given in the Marihuana Tracking Act.
- (b) *Definitions.*

Cultivate means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

Department means the Michigan Department of Licensing and Regulatory Affairs (LARA).

Industrial hemp means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.

Licensee means a person holding a state license.

Marihuana means all parts of the plant of the genus *cannabis*, growing or not; the seeds of the plant; 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, including marihuana concentrate and marihuana-infused products. For purposes of this act, marihuana does not include:

- (1) 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, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;
- (2) Industrial hemp; or
- (3) Any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.

Marihuana accessories means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

Marihuana concentrate means the resin extracted from any part of the plant of the genus *cannabis*.

Marihuana establishment means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the department.

Marihuana grower means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana-infused product means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

Marihuana microbusiness means a person licensed to cultivate not more than one hundred fifty (150) marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are twenty-one (21) years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

Marihuana processor means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

Marihuana retailer means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are twenty-one (21) years of age or older.

Marihuana secure transporter means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

Marihuana safety compliance facility means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

Municipal license means a license issued by a municipality pursuant to section 16 of the Michigan Regulation and Taxation Act that allows a person to operate a marihuana establishment in that municipality.

Municipality means a city, village, or township.

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

Process or *processing* means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

State license means a license issued by the department that allows a person to operate a marihuana establishment.

Unreasonably impracticable means that the measures necessary to comply with the rules or ordinances adopted pursuant to this act subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent businessperson would not operate the marihuana establishment.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-3. - Authorization of facilities and fee.

- (a) The maximum number of each type of adult use marihuana establishment allowed in the city shall be as follows:

Establishment	Number
Grower	Unlimited
Processor	Unlimited
Retailer	4 (see Sec 16.6-3(e))
Safety compliance facility	Unlimited
Secure transporter	Unlimited

- (b) *Special licenses prohibited.* Pursuant to the MRTMA, section 6(1), the city elects to prohibit the licensing and operation of special licenses within its boundaries to the extent it is permitted to prohibit them under the Act, which shall specifically prohibit as follows:

License Type	Number
Designated consumption establishment license	Prohibited
Excess marihuana grower license	Prohibited
Marihuana event organizer license	Prohibited
Temporary marihuana event license	Prohibited
Marihuana microbusiness	Prohibited

- (c) Planning commission shall review the number of allowed adult use marihuana establishments at the one (1) year mark of implementation to re-evaluate and determine if the number allowed needs to be adjusted. From that point on, every three (3) years, city council shall review the maximum number of each type of marihuana establishment allowed and determine whether this maximum number should be changed. The review and its findings shall be recorded in the minutes of the relevant meeting of the city council.
- (d) A nonrefundable fee shall be paid by each marihuana establishment licensed under this chapter in an annual amount as set by resolution of the city council.
- (e) Not more than a total of four (4) marihuana retailers may be authorized in the city, so long as the total combined number of single locations of marihuana retailers authorized under this chapter and marihuana provisioning centers authorized under the city's medical marihuana facilities ordinance does not exceed four (4) such authorized locations. By way of example, if three (3) marihuana provisioning centers under the medical marihuana facilities ordinance have been authorized at three (3) separate locations within the city, then only one (1) marihuana retailer may be authorized at a fourth separate location under this chapter. However, up to three (3) additional marihuana retailers could be authorized under this chapter, so long as they were co-located with the existing marihuana provisioning centers already authorized. Similarly, if four (4) marihuana provisioning centers have already been authorized under the medical marihuana facilities ordinance at four (4) separate locations, then no marihuana retailers may be authorized under this chapter unless they are co-located with the existing marihuana provisioning centers.
- (f) All adult use marihuana establishments as permitted by this chapter, shall be subject to the same zoning restrictions as the medical marihuana facilities as set forth in chapter 38 "zoning" of the City's Code of Ordinances. Specifically:
 - (1) Adult use marihuana growers shall be subject to the same zoning restrictions and requirements applicable to medical marihuana growers;
 - (2) Adult use marihuana processors shall be subject to the same zoning restrictions and requirements applicable to medical marihuana processors;
 - (3) Adult use marihuana retailers shall be subject to the same zoning restrictions and requirements applicable to medical marihuana provisioning centers;
 - (4) Adult use marihuana safety compliance facility shall be subject to the same zoning restrictions and requirements applicable to medical marihuana safety compliance facility;
 - (5) Adult use marihuana secure transporter shall be subject to the same zoning restrictions and requirements applicable to medical marihuana secure transporter.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-4. - Requirements and procedure for issuing license.

- (a) No person shall operate an adult use marihuana establishment in City of Owosso without a valid adult use marihuana establishment license issued by the city pursuant to the provisions of this chapter, and state law.
- (b) The license requirement in this chapter applies to all facilities whether operated for profit or not for profit.
- (c) Every applicant for a license to operate an adult use marihuana establishment shall file an application in the building department office upon a form provided by the city.
- (d) Applications to operate any adult use marihuana establishment shall include proof of a duly issued adult use marihuana establishment license by the State of Michigan. Any application delivered to the

city without the aforementioned adult use marihuana establishment license will be deemed incomplete and shall be rejected. Any delay due to the filing of an incomplete application shall be deemed the fault of the applicant and not the city.

- (e) Upon an applicant's completion of said form and furnishing of all required information and documentation, city staff shall accept the application and assign it a sequential application number by establishment type, based on the date and time of acceptance. The city staff shall act to approve or deny an application not later than twenty (20) days from the date the application was accepted. If approved, the building department shall issue the applicant a conditional license.
- (f) A conditional license means only that the applicant has submitted a valid application for an adult use marihuana establishment license that has been considered and approved by the city, and the applicant shall not locate or operate a marihuana establishment without obtaining all other permits and approvals required by all other applicable ordinances and regulations of the city.
- (g) Applicant's receipt of a conditional license from the city shall provide for reasonable time, but not more than eight (8) months, to secure any and all subsequent and/or collateral permits as required by the state and/or city. Any applicant with a conditional license that has not completed every task as required by the state and/or the city, within eight (8) months after receipt of the conditional license from the city will result in revocation of applicant's city issued conditional license and denial of license.
 - (1) An extension of time may be granted upon applicant's written request and showing of good cause for delay. A request for an extension of time shall also include the estimated time to remedy the delay. Any extension of time shall be at the sole discretion of the city.
- (h) Within twenty (20) days from the applicant submitting proof of obtaining all other required permits and approvals and payment of the license fee, city staff shall approve or deny the marihuana establishment license. The building department shall issue marihuana establishment licenses in order of the sequential application number previously assigned.
- (i) Maintaining a valid adult use marihuana establishment license issued by the state is a condition for the issuance and maintenance of an adult use marihuana establishment license under this chapter and continued operation of any adult use marihuana establishment.
- (j) An adult use marihuana establishment license issued under this chapter is not transferable.
- (k) If the application is for a grower's license, the maximum number of plants that the applicant intends to grow will be included with the application.
- (l) The placement of restrictions by the state on a state operating license applies equally to an adult use marihuana establishment license issued by the city.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-5. - License renewal.

- (a) An adult use marihuana establishment license shall be valid for one (1) year from the date of issuance, unless revoked as provided by law.
- (b) A valid adult use marihuana establishment license may be renewed, on an annual basis, by submitting an application and payment of the annual license fee. Application to renew an adult use marihuana establishment license shall be filed at least thirty (30) days prior to the date of its expiration.
- (c) Applications for renewal or amendment of existing permits shall be reviewed and granted or denied before applications for new permits are considered.
- (d) The revocation, suspension, and placement of restrictions by the state on a state operating license apply equally to an adult use marihuana establishment license issued by the city.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-6. - Applicability.

The provisions of this chapter shall be applicable to all persons and establishments described herein, whether the operations or activities associated with an adult use marihuana establishment were established without authorization before the effective date of this chapter.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-7. - Penalties and enforcement.

- (a) Any person who disobeys, neglects, or refuses to comply with any provision of this chapter or who causes, allows, or consents to any of the same shall be deemed to be responsible for the violation of this chapter. A violation of this chapter is deemed to be a nuisance per se.
- (b) Any person who violates any of the provisions of this chapter shall be responsible for a civil infraction, for which the punishment for a first violation shall be a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00), in the discretion of the court. The punishment for a second or subsequent violation shall be a fine of not less than two hundred fifty dollars (\$250.00) and not more than five hundred dollars (\$500.00), in the discretion of the court. For purposes of this section, "second or subsequent violation" means a violation of the provisions of this chapter committed by the same person within twelve (12) months of a previous violation of the same provision of this chapter for which said person pled or was adjudicated guilty. The foregoing penalties shall be in addition to the rights of the city to proceed at law or in equity with other appropriate and proper remedies.
- (c) This chapter shall be enforced and administered by the city official as may be designated from time to time by resolution of the city council.
- (d) A license issued under this chapter may be suspended or revoked for any of the following violations:
 - (1) Any person required to be named on the permit application is convicted of or found responsible for violating any provision of this chapter;
 - (2) A permit application contains any misrepresentation or omission of any material fact, or false or misleading information, or the applicant has provided the city with any other false or misleading information related to the establishment;
 - (3) Any person required to be named on the permit application is convicted of a crime which, if it had occurred prior to submittal of the application, could have been cause for denial of the permit application;
 - (4) Marihuana is dispensed on the business premises in violation of this chapter or any other applicable state or local law, rule or regulation;
 - (5) The establishment is operated or is operating in violation of the specifications of the permit application, any conditions of approval by the city or any other applicable state or local law, rule or regulation.
 - (6) The city, the county, or any other governmental entity with jurisdiction, has closed the establishment temporarily or permanently or has issued any sanction for failure to comply with health and safety provisions of this chapter or other applicable state or local laws related to public health and safety.
 - (7) The establishment is determined by the city to have become a public nuisance.
 - (8) The establishment's state operating license has been suspended or revoked.
 - (9) Possession, sale or consumption of any form of alcohol upon the premises of any licensed adult use marihuana establishment.

- (10) A licensed adult use marihuana establishment emitting marihuana odor from any source to result in detectable odors that leave the premises upon which they originated and interfere with the reasonable and comfortable use and enjoyment of another's property. Whether or not a marihuana odor emission interferes with the reasonable and comfortable use and enjoyment of a property shall be measured against the objective standards of a reasonable person of normal sensitivity. A licensed adult use marihuana establishment shall install and maintain in operable condition a system which precludes the emission of marihuana odor from the premises.

([Ord. No. 803](#), § 1, 2-3-20)

Sec. 16.6-8. - Severability.

In the event that any one (1) or more sections, provisions, phrases or words of this chapter shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this chapter.

([Ord. No. 803](#), § 1, 2-3-20)



MEMORANDUM

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

DATE: October 4, 2021

TO: City Council

FROM: Ryan E. Suchanek, Director of Public Services & Utilities

SUBJECT: Termination of Professional Engineering Services with C2ae & Professional Services Agreement with Fishbeck for WWTP Sludge Handling Project

RECOMMENDATION:

Staff has determined that it is in the best interest of the public to terminate the engineering services contract with C2ae of Lansing, Michigan for the WWTP Solids Handling Process Equipment Improvements, after the engineering design services are complete. Then enter into agreement with Fishbeck of Lansing, Michigan to provide professional engineering services for the bidding and construction portions for the Sludge Handling Project at the wastewater treatment plant.

BACKGROUND:

On September 8, 2020 City Council approved an agreement between the City of Owosso and C2ae of Lansing, Michigan. The contract was for \$145,000.00 to provide engineering design and construction administration services for the replacement of the solids handling process equipment at the wastewater treatment plant. Since implementation there have been several performance issues and the City desires to terminate the agreement after the completion of the engineering design phase. Staff proposes hiring Fishbeck to complete the remaining bidding and construction administration tasks in the original contract. Fishbeck has offered to perform said tasks for \$79,000.00. A contingency of \$5,000.00 will be added in case there is a need for amendments to the construction drawings, bringing the total Fishbeck contract to up to \$84,000.00.

FISCAL IMPACTS:

Capital replacement engineering services will be funded from the FY2021/2022 budget, chargeable to account 599-901-977.000.

Document originated by:

Ryan E. Suchanek, Director of Public Services & Utilities

Attachments: (1) Fishbeck Proposal
(2) Resolution - C2ae
(3) Resolution - Fishbeck

RESOLUTION NO.

**AUTHORIZING TERMINATION OF THE
WWTP SOLIDS HANDLING PROCESS EQUIPMENT IMPROVEMENTS – ENGINEERING
SERVICES CONTRACT WITH CAPITAL CONSULTANTS, INC DBA C2AE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, operates the Mid-County Wastewater Treatment Plant; and

WHEREAS, the existing solids handling equipment in the plant is obsolete, costly to maintain, and should be replaced; and

WHEREAS, on September 8, 2020, in preparation for the replacement of said equipment, the City of Owosso contracted with Capital Consultants, Inc. dba C2ae for engineering design, bid specification development, and construction administration services; and

WHEREAS, Capital Consultants, Inc. dba C2ae has been unable to fulfill the contract and the City of Owosso wishes to terminate the remaining portion of the contract.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to terminate the contract with Capital Consultants, Inc. dba C2ae for engineering services for the WWTP Solids Handling Process Equipment Improvements Project.

SECOND: The City Manager along with other appropriate city officials are hereby authorized to take the required actions to terminate the contract upon completion of Phase 2 – Design Engineering Design of the WWTP Solids Handling Process Equipment Improvements – Engineering Services Contract.

RESOLUTION NO.

**APPROVAL OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF OWOSSO AND
FISHBECK, THOMPSON, CARR & HUBER, INC. DBA FISHBECK
FOR THE WWTP SOLIDS HANDLING PROCESS EQUIPMENT PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, operates the Mid-County Wastewater Treatment Plant; and

WHEREAS, the existing solids handling process equipment is obsolete and costly to maintain, and Fishbeck of Lansing, Michigan has provided a proposal for the necessary engineering services to replace this aged capital process equipment, and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services as necessary for the bid specification development and construction administration services to replace the solids handling equipment, and hereby recommends authorizing Fishbeck to provide these engineering services in the amount of \$79,000.00 with a contingency of \$5,000.00 for possible amendments to the construction drawings, for a total amount of \$84,000.00.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a contract with Fishbeck, Thompson, Carr & Huber, Inc. dba Fishbeck for bid specification development and construction administration services to replace the aged solids handling equipment at the Wastewater Treatment Plant.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Agreement, Professional Services, Wastewater Treatment Plant, Solids Handling Project in the amount of \$79,000.00.

THIRD: The accounts payable department is authorized to submit payment to Fishbeck for work satisfactorily completed on the project up to the contract amount of \$79,000.00, plus a contingency amount not to exceed \$5,000.00 for any possible amendments to the construction drawings, for a total of \$84,000.00.

FOURTH: The above expenses shall be paid from the Wastewater Plant Fund 599-901-977.000.



1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546
616.575.3824 | fishbeck.com

**Agreement
Professional Services
City of Owosso, Michigan**

Wastewater Treatment Plant, Solids Handling Project

This is an Agreement made as of September 27, 2021 between City of Owosso (Owner) and Fishbeck (Engineer).

Owner employs Engineer to perform professional engineering services, to serve as Owner's professional engineering representative, and to provide professional engineering consultation and advice for a professional fee in connection with the construction of Wastewater Treatment Plant Solids Handling (the "Project").

This Agreement covers the entire Construction Project. Signing of this Agreement by Owner shall authorize Engineer to perform the Bidding and Construction Phase Services for the following: Installation of two sludge screw presses, two sludge holding tanks, pumps and piping for sludge process, ferric feed system, polymer feed system, HVAC upgrades, roof replacement on main building, and removal of old equipment.

SECTION 1 — BASIC SERVICES OF ENGINEER

- 1.1. General:
- 1.1.1. Basic services shall include: Bidding and Construction Phase services as outlined in Exhibit "B"
- 1.1.2. Exhibit B — "General Provisions, Construction Projects", describes the Basic Services through all phases of the Project.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

- 2.1. If authorized in writing by Owner, Additional Services (not included as part of Basic Services) related to the Project will be performed or obtained from others by Engineer for an additional professional fee.

SECTION 3 — OWNER'S RESPONSIBILITIES

Owner shall have the responsibilities set forth herein and in Exhibit C — "Owner's Responsibilities."

SECTION 4 — PERIOD OF SERVICE

- 4.1. Insofar as possible, Engineer's Basic Services will be performed within the time periods stipulated below. Completion dates for each Phase will be based on the actual date of authorization to proceed.

Phase 1: Bidding —	1 month after authorization
Phase 1: Construction —	10 months after award to Contractor

- 4.2. Engineer's Additional Services (if any) will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.3. If any time period within or date by which any of Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation, and the time for completion of performance shall be subject to equitable adjustment.

SECTION 5 — MEANING OF TERMS

- 5.1. Terms used in describing the applicable method of payment for services rendered and Reimbursable Expenses incurred by Engineer shall have the meanings indicated below:

Current Hourly Rates — Rate Schedules published to indicate hourly charges for various classifications of Engineer's employees.

Reimbursable Expenses — Those costs incurred on or directly for Owner's Project. Reimbursement shall be at Engineer's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.

SECTION 6 — PAYMENTS TO ENGINEER

- 6.1. Methods of Payment for Services of Engineer.

- 6.1.1. For Basic Services. Owner shall pay Engineer for all Basic Services rendered under Section 1 as follows, for time and materials:

Phase 1	
Bidding and Construction	\$79,000
Construction Drawing Amendments	\$5,000

- 6.1.2. For Additional Services. Owner shall pay Engineer for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services (if any) are authorized.

- 6.1.3. For Construction Phase Reinspection Services. Owner shall pay Engineer for all second and subsequent inspections for substantial and final completion required because of failure of the Work to comply with Contractor's original certifications. Compensation will be based on Engineer's current Rate Schedule and Owner will deduct the amount paid from payments to Contractor as provided in the Agreement between Owner and Contractor.

- 6.2. Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per 4-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Owner.

6.3. Owner agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes, including but not limited to sales taxes on services or related expenses which may be imposed on Engineer by any governmental entity.

6.3.1. If Owner directs Engineer to invoice another, Engineer will do so, but Owner agrees to be ultimately responsible for Engineer's compensation until Owner provides Engineer with that third party's written acceptance of all terms of this Agreement and until Engineer agrees to the substitution.

6.4. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

SECTION 7 — GENERAL CONSIDERATIONS

7.1. Opinions of Cost.

7.1.1. Any opinions of probable construction cost and/or total project cost provided by Engineer will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids or ultimate construction costs or total project costs will not vary from such estimates.

7.2. Standards of Performance.

7.2.1. The standard of care for services performed or furnished by Engineer will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

7.2.2. Engineer shall be responsible for the technical accuracy of its services and resulting documents. Engineer shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Owner-furnished information.

7.2.3. Engineer and Owner shall comply with applicable Laws or Regulations and Owner-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and/or compensation.

7.2.4. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

7.2.5. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Engineer.

7.2.6. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain.

7.2.7. During the Construction Phase, Engineer shall not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractors furnishing and performing the Work.

7.2.8. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents including, but not limited to, items required by the Contract Documents to be designed by Contractor.

7.2.9. Engineer shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees, or any other persons (except Engineer's own employees) at the Site or otherwise furnishing or performing any of the Contractor's Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

7.2.10. The role of the Engineer under this contract is limited to providing bidding assistance and construction administration services only. Engineer shall not be responsible or liable for any acts, errors, or omissions of the Engineer/Architect who completed the design of the project, or any of their subconsultants, agents, or employees.

7.3. Termination.

7.3.1. Either Owner or Engineer may terminate this Agreement by giving 10 days' written notice to the other party. In such event, Owner shall pay Engineer in full for all services previously authorized and performed prior to the effective date of termination, plus (at the discretion of Engineer) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Engineer will return to Owner all documents and information which are the property of Owner.

7.4. Hazardous Waste.

7.4.1. Engineer has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Engineer shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Engineer.

7.5. Construction Observation and Contractor Performance Review.

7.5.1. If Engineer's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Owner shall assume responsibility for interpretations of Contract Documents and for construction observation, and shall waive all claims against Engineer that may be in any way connected thereto.

7.6. Delegated Design

7.6.1. Owner recognizes and holds Engineer harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.

7.7. Limitation of Liability.

7.7.1. To the fullest extent permitted by law, Engineer's total liability to Owner for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

7.7.2. To the fullest extent permitted by law, Engineer's total liability to Owner for any cause or combination of causes, which arise out of claims for which Engineer is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's claims under the terms and conditions of Engineer's insurance policies applicable thereto.

7.7.3. A higher limit of liability may be considered upon Owner's written request, prior to commencement of services, and agreement to pay an additional fee.

7.8. Insurance.

7.8.1. Engineer shall procure and maintain insurance as follows:

Workers' Compensation:	Statutory
Employer's Liability –	
Each Accident:	\$100,000
Disease, Policy Limit:	\$500,000
Disease, Each Employee:	\$100,000
General Liability –	
General Aggregate:	\$1,000,000
Products:	\$1,000,000
Personal and Advertising Injury:	\$500,000
Each Occurrence:	\$500,000
Fire Damage:	\$300,000
Medical Expense:	\$10,000
Automobile Liability –	
Combined Single Limit:	\$1,000,000
Excess Liability Umbrella –	
Each Occurrence:	\$9,000,000
General Aggregate:	\$9,000,000

7.8.2. Owner may request Engineer, at Owner's expense, to provide and maintain additional insurance coverage or higher limits. If commercially available, Engineer shall obtain such additional coverage or higher limits.

7.8.3. Owner shall cause Engineer and Engineer's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Owner which are applicable to the Project. Owner shall also provide Workers' Compensation insurance for Owner's employees. Owner agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Engineer.

7.8.4. Upon request, Owner and Engineer shall each deliver to the other certificates of insurance evidencing their coverages.

7.8.5. Owner shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the Contract Documents and to cause Engineer and Engineer's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Engineer.

7.9. Indemnification.

7.9.1. Engineer will defend, indemnify, and hold Owner harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures caused by Engineer's negligence or willful misconduct. Owner agrees to defend, indemnify, and hold Engineer harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Engineer's performance of services hereunder, except for injury or loss caused by the negligence or willful misconduct of Engineer. These indemnities are subject to specific limitations provided for in this Agreement.

7.10. Consequential Damages.

7.10.1. Owner and Engineer waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.

7.11. Dispute Resolution.

7.11.1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

7.12. Legal Expense.

7.12.1. If either Owner or Engineer makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Engineer brings a lawsuit against Owner to collect invoiced fees and expenses, Owner agrees to pay Engineer's reasonable collection expenses including attorney fees.

7.13. Ownership of Work Product.

7.13.1. Engineer shall remain the owner of all drawings, reports, and other material provided to Owner, whether in hard copy or electronic media form, and Engineer shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights including the copyright. Owner shall be authorized to use the copies provided by Engineer only in connection with the Project. Any unauthorized use or reuse by Owner or others for any purpose whatsoever shall be at Owner's risk and full legal responsibility, without liability to Engineer. Owner shall defend, indemnify, and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

7.14. Electronic Media.

7.14.1. Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Owner in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Owner to open and use the digital versions of the documents in the future.

7.15. Successors and Assigns.

7.15.1. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.15.2. the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.15.2. Neither Owner nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.

7.15.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.16. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of Engineer.

7.17. The following Exhibits are attached to and made a part of this Agreement.

7.17.1. Exhibit A "Proposal or Scope of Services, dated July 20, 2021.

7.17.2. Exhibit B "General Provisions, Construction Projects."

7.17.3. Exhibit C "Owner's Responsibilities."

7.17.4. Exhibit D "Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative."

7.17.5. Exhibit E Fishbeck "Rate Schedule."

7.18. This Agreement (consisting of pages 1 to 11 inclusive) together with Exhibits A, B, C, D, and E constitute the entire Agreement between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said Exhibits A, B, C, D, and E may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER

City of Owosso

Ryan Suchanek, Public Utilities Director

ENGINEER

Fishbeck


John A. Willemin, PE, Senior Vice President

Contract Date: _____

Address for Giving Notices:

City of Owosso
301 West Main Street
Owosso, MI 48867

Address for Giving Notices:

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

Exhibit A



5913 Executive Drive, Suite 100
Lansing, Michigan 48911
517.887.0383 | fishbeck.com

September 27, 2021

Ryan Suchanek
Public Utilities Director
City of Owosso
301 West Main Street
Owosso, MI 48867

**Proposal for Professional Engineering Services
Solids Handling Improvements Project Construction**

Dear Mr. Suchanek:

Fishbeck is pleased to provide this proposal to provide Construction Phase Professional Services for the Solids Handling Improvements Project.

It is understood that the City will bid construction documents prepared by others, and that the design firm will retain liability of all components of project design. The project consists of installation of two sludge screw presses, two sludge holding tanks, pumps and piping for sludge process, ferric feed system, polymer feed system, HVAC upgrades, roof replacement on main building, and removal of old equipment.

Fishbeck will provide bidding and construction administration services for the project. Construction is expected to take 10 months from date of signing contractor's agreement. Engineer will perform weekly visits to the site during construction and attend bi-weekly progress meetings while construction activities are commencing. The City will perform daily construction observation duties related to the work.

Our fee is provided in the attached standard agreement as an hourly not to exceed amount. We have also provided an hourly fee budget to cover change orders during construction that may require drawings to be amended.

If you have any questions or require additional information, please contact me at 517.896.9792 or bvanzee@fishbeck.com.

Sincerely,

Brian Van Zee
Senior Water & Wastewater Engineer

By hand delivery
Attachment

General Provisions Construction Projects

Attached to and made a part of Agreement dated _____ between City of Owosso (Owner) and Fishbeck (Engineer) with respect to the Project described therein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1. GENERAL

1.1.1. Engineer shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.1.2. The duties and responsibilities of Engineer are amended and supplemented by a proposal letter dated September 27, 2021, which is attached as Exhibit A and made a part of these General Provisions.

1.2. BIDDING OR NEGOTIATING PHASE

Engineer shall:

1.2.1. Assist Owner in advertising for, and obtaining bids or negotiating proposals for, each separate prime contract for construction, materials, equipment, and services.

1.2.2. Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.2.3. Consult with and advise Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor (hereinafter called "Contractor") for those portions of the Work as to which such acceptability is required by the Bidding Documents.

1.2.4. Consult with and advise Owner as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.2.5. Assist Owner in evaluating bids or proposals and in assembling and awarding contracts.

1.3. CONSTRUCTION PHASE

Engineer shall:

1.3.1. *General Administration of Construction Contract.* Consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. C-700 (2007 edition) of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.3.2. *Visits to Site and Observation of Construction.* In connection with observations of the Work of Contractor(s) while it is in progress:

1.3.2.1. Engineer shall make weekly visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's Work. In addition, Engineer shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist Engineer and to provide more continuous observation of such Work. Based on information obtained during such visits and on such observations, Engineer will determine in general if such Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of Work.

1.3.2.2. The Resident Project Representative (if applicable) (and any assistants) will be Engineer's agent or employee and under Engineer's supervision. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit D "Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative."

1.3.2.3. The purpose of the Engineer's visits to and representation by the Resident Project Representative (if applicable) at the site will be to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work of Contractor will conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work; nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident of the Work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their Work. Accordingly, Engineer can neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform their Work in accordance with the Contract Documents.

1.3.3. *Defective Work.* During such visits and on the basis of such observations, Engineer may recommend to Owner that Contractor's Work be disapproved and rejected while it is in progress if Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.3.4. *Clarifications and Interpretations; Field Orders.* Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1.3.5. *Change Orders and Work Change Directives.* Engineer shall recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

1.3.6. *Shop Drawings and Submittals.* Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. Engineer shall neither review nor approve shop drawings prepared by Contractor for items required by the Contract Documents to be designed by Contractor; such documents shall be received for informational purposes solely to determine that Contractor has understood he has these responsibilities and has obtained the required professional design assistance.

1.3.7. *Substitutes and "Or Equal."* Engineer shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

1.3.8. *Inspections and Tests.* Engineer shall have authority, as Owner's representative, to require special inspection or testing of the Work, and shall receive and review all certificates of inspection, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). Engineer shall be entitled to rely on the results of such tests.

1.3.9. *Disagreements between Owner and Contractor.* Engineer shall render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Engineer shall be fair and not show partiality to Owner or Contractor, and shall not be liable for the result of any such interpretations or decisions rendered in good faith.

1.3.10. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional, on information provided by the Resident Project Representative, and on review of applications for payment and the accompanying data and schedules:

1.3.10.1. Engineer shall determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information, and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled, in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

1.3.10.2. By recommending any payment Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's Work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct, or control such Work or for the means, methods,

techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

1.3.11. *Contractor's Completion Documents.* Engineer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, samples, and other data which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents) and shall transmit them to Owner.

1.3.12. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, Engineer shall conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

1.3.13. *Final Notice of Acceptability of the Work.* Engineer shall conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

1.3.14. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

1.3.15. Provide assistance in the closing of any financial or related transaction for the Project.

1.3.16. Prepare a set of redlined construction prints identifying changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor to Engineer and which Engineer considers significant.

1.3.17. In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective Work.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

2.1. ADDITIONAL SERVICES REQUIRING OWNER'S AUTHORIZATION IN ADVANCE

2.1.1. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in Section 6 of this Agreement.

- 2.1.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
- 2.1.1.3 Services resulting from significant changes in scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement, or are due to changes from instructions previously given by Owner or Construction Manager, or are due to any other causes beyond Engineer's control.
- 2.1.1.4 Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified under this Agreement.
- 2.1.1.5 Services required as a result of Owner's providing incomplete or incorrect Project information with set forth in Exhibit C.
- 2.1.1.6 Providing renderings or models for Owner's use.
- 2.1.1.7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.1.1.8 Furnishing services of Engineer's Consultants for other than Basic Services.
- 2.1.1.9 Services attributable to more than two prime construction contracts.
- 2.1.1.10 Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 2.1.1.11 Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 2.1.1.12 Preparing additional Bidding Documents or Contract Documents for alternative bids or prices requested by Owner for the Work or a portion thereof.

- 2.1.1.13 Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 2.1.1.14 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required under this Agreement.
- 2.1.1.15 Providing construction surveys and staking to enable Contractor to perform its Work other than as required under Basic Services, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 2.1.1.16 Providing Construction Phase services beyond the Contract Times set forth.
- 2.1.1.17 Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- 2.1.1.18 Preparation of operation and maintenance manuals.
- 2.1.1.19 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 2.1.1.20 Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under this Agreement.
- 2.1.1.21 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- 2.2. REQUIRED ADDITIONAL SERVICES
- 2.2.1. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing promptly after starting any such Additional Services.
- 2.2.1.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
- 2.2.1.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- 2.2.1.3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 2.2.1.4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by Contractor, or (7) reinspection by Engineer to determine Substantial or Final Completion.

2.2.1.5. Services (other than Basic Services during the Operation Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

2.2.1.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

SECTION 3 – EXCLUSIONS AND LIMITATIONS

3.1 Construction material testing will be included as an allowance to the construction contract to be coordinated by the contractor and is not included in the Engineer's scope of services.

3.2 Construction staking if required will be included in the construction contract by a licensed surveyor retained by the contractor and is not included in this the Engineer's scope of services.

3.3 Construction drawings and specifications were completed by others. Design firm Engineer/Architect will retain liability related to design of the project.

Owner's Responsibilities

Attached to and made a part of Agreement dated September 21, 2021, between City of Owosso (Owner) and Fishbeck (Engineer) with respect to the Project described therein.

1.1. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

1.1.1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

1.1.2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

1.1.3. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1.1.3.1. Property descriptions.

1.1.3.2. Zoning, deed, and other land use restrictions.

1.1.3.3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

1.1.3.4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

1.1.3.5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

1.1.3.6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

1.1.4. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the Work of any Contractor.

1.1.5. Authorize Engineer to provide Additional Services as set forth in Section 2 of Exhibit B of this Agreement as required.

1.1.6. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

- 1.1.7. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- 1.1.8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- 1.1.9. Provide, as required for the Project:
- 1.1.9.1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
- 1.1.9.2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
- 1.1.9.3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- 1.1.9.4. Placement and payment for advertisement for Bids in appropriate publications.
- 1.1.10. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- 1.1.11. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Probable Project Costs.
- 1.1.12. If Owner designates a Construction Manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit C the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- 1.1.13. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit C that is to be mutually agreed upon and made part of this Agreement before such services begin.
- 1.1.14. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

- 1.1.15. Review and approve Contractor's waiver of lien information submitted with Contractor's payment requests after Engineer's written recommendation on payment amount.
- 1.1.16. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. These services shall be provided separately by Owner or through cash allowance under the Contract Documents.

Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative

Attached to and made a part of Agreement dated September 21, 2021, between City of Owosso (Owner) and Fishbeck (Engineer).

Upon request of the Owner, Engineer shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Engineer in observing progress and quality of the Work of Contractor. The RPR, assistants, and other field staff may provide full-time representation, or may provide representation to a lesser degree.

Through such additional onsite observations of the Contractor's Work in progress, and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over the Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's Work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In particular, the specific limitations set forth in paragraph 1.6 of Exhibit B are applicable.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General:

RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's Work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of RPR:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with Engineer concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
3. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.
 - c. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

4. *Shop Drawings and Samples*:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the Site by Contractor, and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
5. *Review of Work and Rejection of Defective Work*:
 - a. Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of that part of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
6. *Inspections, Tests, and Systems Start-ups*:
 - a. Consult with Engineer in advance of scheduling major inspections, tests, and systems start-ups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
7. *Interpretation of Contract Documents*: Report to Engineer when clarifications and interpretations of the Contract Documents are needed, and transmit to Contractor clarifications and interpretations as issued by Engineer.
8. *Modifications*: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications, and report with recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
9. *Records*:
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders, Field

- Orders or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of test procedures; and send copies to Engineer.
- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of Work, furnish original set of all RPR documentation to Engineer.

10. *Reports:*

- a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Report immediately to Engineer the occurrence of any accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents; and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations including, but not limited to, those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. Limitations of Authority by RPR:

RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted offsite by others except as specifically authorized by Engineer.

Exhibit E



5913 Executive Drive, Suite 100
Lansing, Michigan 48911
517.882.0383 | fishbeck.com

Rate Schedule

June 12, 2021

Principal	\$245
Architect Construction Engineer/Manager/Administrator Engineer Estimator Geologist Hydrogeologist Industrial Hygienist Interior Designer Project Manager Scientist Surveyor	
Senior Level	\$145-\$237
Mid Level	\$126-\$145
Staff Level	\$86-\$126
Architectural Specialist Engineering Specialist Environmental Specialist Health & Safety Specialist Operations Specialist Technical Specialist Project Superintendent Survey Specialist	
Senior Level	\$145-\$214
Mid Level	\$106-\$145
Staff Level	\$83-\$106
Technician	
Senior Level	\$112-\$132
Mid Level	\$98-\$112
Staff Level	\$74-\$98
Production Support	\$86
Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.70/Mile
Field and Service Vehicles	\$0.95/Mile (\$37/day min.)
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

6/2021



MEMORANDUM

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

DATE: September 29, 2021

TO: Owosso City Council

FROM: Nathan Henne, City Manager

SUBJECT: Purchase of 326 S Dewey through County's 1st Right of Refusal Tax Sale

RECOMMENDATION:

Accept property located at 326 S Dewey from County through the Treasurer's first right of refusal tax sale in the amount of \$70,800 plus any required recording fees.

BACKGROUND:

Public Act 206 of 1893 gives local municipalities the option to purchase tax foreclosed properties in its jurisdiction before they go to public auction. Lists of such properties are provided by the County Treasurer. The City's Master Plan (goal 1.15) recommends that this property be acquired to satisfy the City's long-term goal of actively acquiring homes along Jerome Street and the immediate area to create more open space and alleviate risk of loss due to flooding of the Shiawassee River. The deadline to accept these properties is October 15, 2021.



FISCAL IMPACTS:

\$70,800 from General Fund balance that was not budgeted. Plus any additional recording fees that may be necessary.

Attachments: (1) Resolution –
(2) 2021 Governmental Agency Right of Refusal Notice and Parcel Listing

RESOLUTION NO.

**AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 326 S. DEWEY STREET
THROUGH THE SHIAWASSEE COUNTY TAX SALE FIRST RIGHT OF REFUSAL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Master Plan identifies goals to acquire residential properties to create more open space and prevent further damage due to flooding; and

WHEREAS, the City of Owosso received the 2021 Governmental Agency Right of Refusal Parcel Listing and Notice from the Shiawassee County Treasurer; and

WHEREAS, Public Act 206 of 1893 allows the City of Owosso to purchase tax-foreclosed parcels through the Act's right of refusal process for fair market value; and

WHEREAS, the property located at 326 S. Dewey Street is available to the City via Public Act 206 of 1893 and the City wishes to further the implementation of its Master Plan goals by purchasing the property; and

WHEREAS, this expense was not budgeted.

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 exercise its right of refusal through PA 208 of 1893 from Shiawassee County for the property located at 326 S. Dewey Street at a cost to the City of Owosso of \$70,800 plus any necessary recording fees.
- SECOND: The Mayor, City Clerk, and City Manager are hereby instructed and authorized to sign appropriate documents and take necessary actions to complete the purchase.
- THIRD: The above expenses shall be paid from the General Fund balance.

2021 Governmental Agency Right of Refusal Parcel Listing Prior to No Reserve Sale

This listing is intended solely for State of Michigan land administering divisions, counties and local municipalities. These parcels are not available for public purchase.

By authority of Public Act 206 of 1893; MCL 211.78m, tax-foreclosed parcels may be purchased by governmental agencies under the following conditions:

The State of Michigan is granted the right of first refusal to purchase property at fair market value (Double the SEV).

If the State elects not to purchase the property, a city, village or township may purchase any property located within that municipality by paying the market value.

Lastly, if the local municipalities elect not to purchase the property, the county in which the property is located may purchase it by paying the market value.

Please see the Tax Foreclosed Parcels Listing to review parcels that may be of interest to your governmental agency. Applicants should review the web cancellation list for parcel availability immediately prior to submitting an application, as parcel offerings may be canceled at any time. Parcels may be subject to court-ordered redemption extensions, as noted above the legal description of affected parcels. Execution and delivery for deeds associated to such parcels will be delayed until redemption periods expire. Payment submitted for parcels that are subsequently redeemed will be refunded to the governmental agencies, upon State confirmation of tax payment.

To purchase property, your agency must submit a completed State, County or Local Unit of Government Purchase Application, along with a purchase authorization resolution and certified payment by **October 15th, 2021**. The application forms can be requested by contacting Jordan Hochstetler at Title-Check via phone or email listed below.

Please make checks to: Title-Check LLC Escrow Account

Applications and payments may be submitted to:

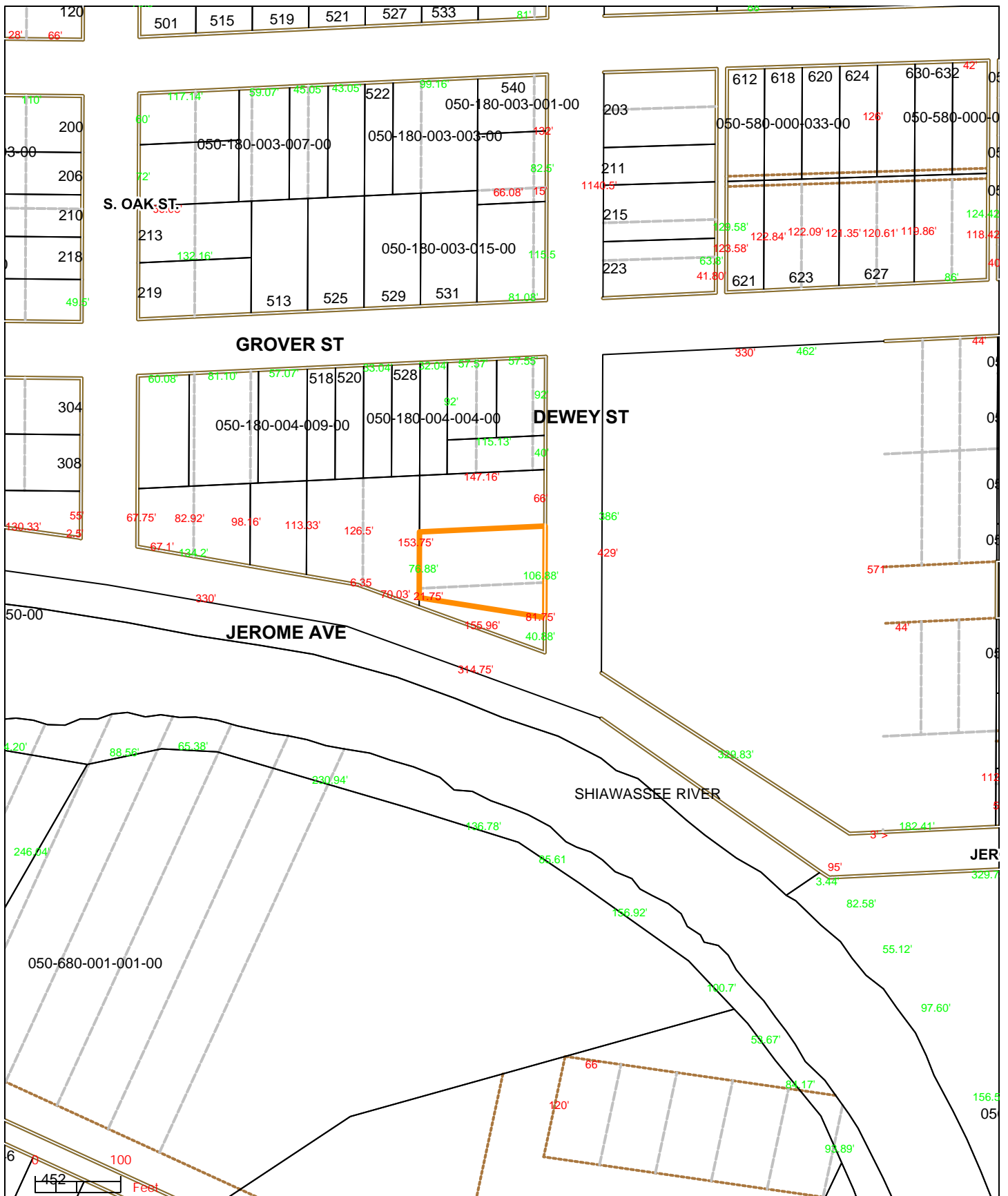
Title-Check LLC
Attn: Auction Dept
222 N Kalamazoo Mall Ste 100
Kalamazoo, MI 49007

Questions can be directed to Jordan Hochstetler, auctions and marketing manager at Title-Check, by email at jordan@title-check.com or by phone at 269-585-1252.

Opt Out 2021 Foreclosure List (Prior to No-Minimum Sale)

Lot Num	County	Parcel Id	Fair Market Value	Local Unit	Legal Description
1200	Branch	011-000-009-001-00	\$ 3,600.00	VILLAGE OF SHERWOOD	LOT 1 BLK 9 ORIG VILLAGE OF SHERWOOD
1213	Branch	301-000-000-130-00	\$ 6,200.00	CITY OF COLDWATER	COM ON W LI ELM ST 8 RDS S OF S LI PEARL ST TH S ON W LI ELM ST 2 RDS TH W PAR WI PEARL ST 10 RDS 10 FT TH N AT RGT ANG TO PEARL ST 2 RDS TH E TO POB
2734	Iosco	064-L37-000-669-00	\$ 1,200.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 7 SUB LOT 669
2736	Iosco	064-L39-000-818-00	\$ 1,000.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 9 SUB LOT 818
2737	Iosco	064-L40-000-876-00	\$ 1,400.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 10 SUB LOT 876
2739	Iosco	064-L41-001-004-00	\$ 1,400.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 11 SUB LOT 1004
2740	Iosco	064-L41-001-013-00	\$ 1,000.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 11 SUB LOT 1013
2741	Iosco	064-L41-001-039-00	\$ 1,000.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 11 SUB LOT 1039
2742	Iosco	064-L42-001-101-00	\$ 400.00	OSCODA TOWNSHIP	LAKEWOOD SHORES NO. 12 SUB LOT 1101
2759	Iosco	090-004-300-030-00	\$ 2,000.00	SHERMAN TOWNSHIP	T21N R6E SEC 4 PART OF SW 1/4 OF SW 1/4 THE N 66 FT OF S 276 FT OF E 352 FT OF W 1302 FT
3605	Livingston	4714-22-402-058	\$ 7,020.00	PINCKNEY VILLAGE	SEC 22 T1N R4E VILLAGE OF PINCKNEY ORIGINAL PLAT N 1/2 LOT 2 B8 R2
4100	Mecosta	01 021 007 301	\$ 47,800.00	GREEN TOWNSHIP	SEC 21 T16N R10W COM AT NW COR SEC 21 TH E ALG N SEC LINE 1520 FT TO POB TH CONT E ALG SEC LINE 240 FT TH S // WITH W SEC LINE 330 FT TH W // WITH N SEC LINE 240 FT TH N // WITH W SEC LINE 330 FT TO POB.
4106	Mecosta	03 078 063 000	\$ 4,600.00	CHIPPEWA TOWNSHIP	SEC 12 T16N R08W LOT 63 TOWNLINE LAKE PARK
4109	Mecosta	04 892 022 000	\$ 53,600.00	VILLAGE OF BARRYTON	SEC 27 T16N R07W VILLAGE OF BARRYTON OP BLK 5 LOTS 1, 2, 3, 4
4109	Mecosta	04 892 022 800	\$ 2,200.00	VILLAGE OF BARRYTON	SEC 27 T16N R07W VILLAGE OF BARRYTON OP BLK 5 LOTS 5 & 6
4112	Mecosta	10 038 208 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 13&24 T14N R9W LOT 208 LAKE OF THE CLOUDS #2
4113	Mecosta	10 038 240 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 13&24 T14N R9W LOT 240 LAKE OF THE CLOUDS #2
4114	Mecosta	10 038 274 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 13&24 T14N R09W LOT 274 LAKE OF THE CLOUDS #2
4115	Mecosta	10 038 537 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 13&24 T14N R09W LOT 537 LAKE OF THE CLOUDS #2
4116	Mecosta	10 040 092 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 24 T14N R09W LOT 92 HIGHLAND WOODS # 1
4118	Mecosta	10 040 210 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 24 T14N R09W LOT 210 HIGHLAND WOODS #1
4119	Mecosta	10 040 373 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 24 T14N R09W LOT 373 HIGHLAND WOODS #1
4121	Mecosta	10 042 089 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 12&13 T14N R09W LOT 89 LOST CANYON
4122	Mecosta	10 042 098 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 12&13 T14N R09W LOT 98 LOST CANYON
4124	Mecosta	10 042 317 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 12&13 T14N R09W LOT 317 LOST CANYON
4125	Mecosta	10 042 372 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 12&13 T14N R09W LOT 372 LOST CANYON
4127	Mecosta	10 042 418 000	\$ 800.00	AUSTIN TOWNSHIP	SEC 12&13 T14N R09W LOT 418 LOST CANYON
4131	Mecosta	11 147 783 000	\$ 1,000.00	MORTON TOWNSHIP	SEC 30 T14N R08W CANADIAN LAKES #10 LOT 783
4133	Mecosta	11 147 868 000	\$ 1,000.00	MORTON TOWNSHIP	SEC 30 T14N R08W LOT 868 CANADIAN LAKES #10
4134	Mecosta	11 147 922 000	\$ 1,600.00	MORTON TOWNSHIP	SEC 30 T14N R08W LOT 922 CANADIAN LAKES #10
4140	Mecosta	11 158 059 000	\$ 1,600.00	MORTON TOWNSHIP	SEC 19 T14N R8W LOT 59 HIGHLAND WOODS #1
4149	Mecosta	11 182 620 000	\$ 1,000.00	MORTON TOWNSHIP	SEC 18 T14N R08W LOT 620 LOST CANYON #2
4150	Mecosta	11 182 729 000	\$ 1,000.00	MORTON TOWNSHIP	SEC 18 T14N R08W LOT 729 LOST CANYON #2
4167	Mecosta	11 190 065 000	\$ 1,600.00	MORTON TOWNSHIP	SEC 34 T14N R08W LOT 65 ROYAL CANADIAN SO. #1
4168	Mecosta	11 190 092 000	\$ 1,600.00	MORTON TOWNSHIP	SEC 33 T14N R08W ROYAL CANADIAN SO. # 1 LOT 92
4178	Mecosta	11 194 737 000	\$ 3,000.00	MORTON TOWNSHIP	SEC 33 T14N R08W PLAT ROYAL CANADIAN SOUTH NO. 4 LOT #737
5706	Shiawassee	008-60-002-004-04	\$ 73,400.00	VILLAGE OF LENNON	VILLAGE OF LENNON, ORIG PLAT N'LY 37 FT OF LOT 4 EX W'LY 24.5 FT THEROF & S'LY 33 FT OF LOT 3, BLK 2 ALSO PT OF BLK 2 DESC AS: A STRIP OF LD 37 FT WIDE OF NE'LY SIDE OF LOT 4 & ANOTHER STRIP OF LD 33 FT WIDE OFF THE SW'LY SIDE OF LOT 3 EX SE'LY 80 FT OF SD STRIP OF LD ALSO EX W'LY 24 1/4 FT OF LOT 4 DEEDED FOR ALLEY PURPOSES
5711	Shiawassee	013-09-200-005	\$ 1,000.00	WOODHULL TOWNSHIP	SEC 9, T5N, R1E COM AT POINT WHICH IS S00°44'18"E 912 FT & S88°15'46"E 219 FROM N 1/4 POST OF SEC TO PT OF BEG OF THIS DESC, S88°15'46"E 100 FT, N00°44'18"E 100 FT, N88°15'46"W 100 FT, S 100 FT TO BEG .2 ACRE
5718	Shiawassee	050-113-008-035-00	\$ 200.00	CITY OF OWOSSO	W 12' OF LOT 27 THAT RUNS PLL TO MICH CTRL RRD ROW, BLK 8, CITY ASSESSOR'S PLAT 3
5719	Shiawassee	050-180-004-020-00	\$ 70,800.00	CITY OF OWOSSO	LOT 15 & N 1/2 LOT 16 BLK 4 DEWEY & STEWARTS ADD
5721	Shiawassee	050-240-003-023-00	\$ 200.00	CITY OF OWOSSO	N 2 FT OF S 12 1/2 FT LOT 19 BLK C OF C L GOODHUE SUBD

OWOSSO



MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
SEPTEMBER 1, 2021 AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:31 A.M.

ROLL CALL: Taken by Recording Secretary Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Jon Moore, Commissioners: Josh Ardelean, Brianna Carroll, Bill Gilbert, Lance Omer and Susan Osika.

MEMBERS ABSENT: Ken Cushman

OTHERS PRESENT: Nathan Henne, City Manager; Melissa Wheeler, Myrtle Chocolates

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO AMEND THE AGENDA - ITEMS OF BUSINESS REQUIRING RESOLUTIONS WITH A BOARD VOTE WILL BE HEARD PRIOR TO ITEMS OF DISCUSSION.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE MINUTES FOR THE REGULAR MEETING HELD AUGUST 4, 2021.

AYES: ALL, MOTION CARRIED.

ITEMS OF BUSINESS:

- 1) **CHECK REGISTER** – Reviewed with no questions.

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER CARROLL TO APPROVE THE CHECK REGISTER FOR AUGUST 2021 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

- 2) **DEEANN BIONDI CONTRACT**

- a. To provide bookkeeping services to include Accounts Payable, Accounts Receivable, Bank Reconciliations, Financial Statement Preparation and General Ledger Review.
- b. Assistance with the 2020/2021 Annual Audit.

Discussion regarding duties of the temporary contract to end 12/31/2021. City Manager Henne will meet with Ms. Biondi to review his expectations. He advised a future review of internal control measures. Treasurer Gilbert will follow up with the possibility of forming a finance committee with Commissioner Osika to meet regularly with Biondi. Reports will be prepared and reviewed.

IT WAS MOVED BY AUTHORITY MEMBER CARROLL, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE CONTRACT WITH DEEANN BIONDI CONTRACT.

AYES: ALL. MOTION CARRIED.

- 3) **DIRECTOR INTERVIEW COMMITTEE** – Seven applications have been received to date. The deadline for submission of resumes is Friday, September 3, 2021. A meeting will be set with Jessica Unangst, Human Resources Director to walk thru the process and assist with assessment of applications received.
- 4) **SHIACASH REPORT** – no discussion.
- 5) **BUDGET REPORT** – no discussion.

COMMITTEE UPDATES:

- 1) **Design and Business Vitality** –
 - a. Recommendation made to add a Dumpster Plan as an agenda item for the streetscape committee. The existing dumpster located in Gilbert's Hardware Parking Lot will need to be removed for new construction at Gilbert's Hardware.
 - b. EV Charging Stations - Waiting for consumers to reschedule their time for updating the transformer. Grant funding may be available from the State for future EV Charging Stations making it imperative that the current station be completed as soon as possible.
 - c. Flowerbeds are to be completed this week.
 - d. Sidewalk paver repairs and water service line replacements for the downtown area is being discussed.
- 2) **Promotion & Outreach** – ArtWalk is September 11, 2021 and is currently being promoted. Details may be found on the Owosso Mainstreet Face page.
- 3) **Business Owners Committee** – September 22nd will be the first meeting to be held with Business Owners at the Lebowsky Center. Ideas to be submitted for big-impact style projects to be brainstormed and broken down for implementation with a focus of bridging the gap between business owners and DDA.

BOARD CONTINUING EDUCATION/INFORMATION: Chairman Acton encouraged all to attend the Virtual MMSC Board Training to be held September 7, 2021.

PUBLIC COMMENTS: None

BOARD COMMENTS:

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER ARDELEAN AND SUPPORTED BY AUTHORITY MEMBER MOORE TO ADJOURN AT 8:46 A.M.

AYES: ALL. MOTION CARRIED.



OWOSSO HISTORICAL COMMISSION

THE CURWOOD COLLECTION

Regular Meeting of the Owosso Historical Commission

Minutes of September 13, 2021 – 6:00 P.M.

PRESIDING OFFICER: Dave Acton – Chair

MEMBERS PRESENT: Chair Dave Acton, Vice Chair Mark Erickson, Commissioner Gary Wilson, Commissioner Deb Adams, Mayor Pro Tem Osika, Commissioner Martenis

MEMBERS ABSENT:

VICE CHAIR ACTON CALLED THE MEETING TO ORDER AT 6:00 P.M.

****NOTE: Commissioner Martenis gave his verbal resignation at this time in the meeting****

APPROVE MINUTES – July 12, 2021

Motion by Osika to approve

Supported by Wilson

Passed by voice vote

APPROVE AGENDA

Motion by Erickson to approve

Supported by Osika

Passed by voice vote

ITEMS OF BUSINESS

1. Amend OHC Bylaws

- a. Motion by Osika to amend OHC bylaws as presented
- b. Supported by Erickson with a proposed amended motion: strike the last sentence in section 5(a)(1). Also, strike language under Article 2, Section 1 paragraph 3 regarding specific membership not required from Shiawassee Arts Council, Shiawassee Historical Society, and Preservation Owosso. Osika accepted the amended motion.
- c. Passed by voice vote

FINANCIAL REVIEW AND DISCUSSION

Henne updated the Commission on the monthly financial reports and provided details on specific monthly expenses related to Gould House maintenance.

Ms. Grace updated the Commission on the latest Castle and gift shop revenue since reopening. Ms. Grace also inquired when the window in the Castle turret would be replaced. Henne said he would contact DPW to ask that it be done soon.

PUBLIC COMMENT PERIOD

None

COMMISSIONER COMMENTS

Commissioners briefly discussed whether the OHC will hold an annual Christmas party. No decision was made.

STAFF REPORT AND PROJECT UPDATES

Henne updated the commission on progress with the Gould House project and explained the need for a change order to replace rotting dormer sills, broken and uneven slate sidewalk near Washington St entrance, and soffit work needed on porch roofs and bay window roofs.

Henne updated the commission on the City's proposed ARPA funding process. A list of possible projects for OHC to request ARPA funds will be presented at the October meeting to include revenue loss as well as CIP-related projects.

ADJOURNMENT

Osika moved to adjourn the meeting. Adams supported. Voice vote was unanimous to adjourn the meeting at 6:48 P.M.

MINUTES
SPECIAL MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
WEDNESDAY, SEPTEMBER 15, 2021 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, Vice-Chairman Jon Moore, Authority Members: Josh Ardelean, Brianna Carroll, Sue Osika, Melissa Wheeler,

MEMBERS ABSENT: Authority Members: Kenn Cushman, Bill Gilbert and Lance Omer

OTHERS PRESENT: Nathan Henne, City Manager; Jessica Unangst, Human Resources Director, City of Owosso.

AGENDA:

IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE REVISED AGENDA FOR SEPTEMBER 15, 2021 AS PRESENTED,

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) Exchange Street Planter Replacement: Change Order Request - Discussion

A change order request has been submitted by Sunburst Gardens. An invoice has been received but work has not been completed as outlined in the original agreement. There are 19 more trees yet to be planted and the sides of 12 planters are incomplete.

After discussion the board determined they would not approve a change order from the original agreement. Streetscape subcommittee will meet to discuss the plan moving forward.

IT WAS MOVED BY AUTHORITY MEMBER CARROLL AND SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO NOT APPROVE THE CHANGE ORDER REQUEST FOR THE EXCHANGE STREET PLANTER REPLACEMENT.

AYES ALL. MOTION CARRIED.

2) DDA/OMS Director Interview Process – Discussion

Jessica Unangst, Human Resource Director for the City of Owosso, distributed copies of all resumes received to board members. After a review of the qualifications of each applicant, they were divided into the following lists:

- a. **List A** – Meets all requirements listed in the job posting
- b. **List B** - Meets some of the requirements listed in the job posting; and
- c. **List C** – Meets none of the requirements.

Questions have been developed and will be provided to the Board Members on the day of the scheduled interviews. Each applicant will be asked the same questions with opportunity for individual response regarding work experiences. A total of 8 applicants will be interviewed.

The interviews will take place in 2 half-day segments with an opportunity for the board to discuss after the interviews each day. Second interviews may be required.

The applicants that will be contacted to schedule interviews are:

- 1. Kelly Ainsworth
- 2. Jacqueline Bucsi
- 3. Bryan Dryer
- 4. Gretchen Phillips-Williams
- 5. Kaitlin Riley
- 6. Terri Brown-Veen
- 7. Elizabeth Kuiper
- 8. Nathan Senor

A survey monkey will be sent to all board members to provide dates and times they are available to interview applicants.

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT:

IT WAS MOVED BY AUTHORITY MEMBER BRIANNA CARROLL AND SUPPORTED BY AUTHORITY MEMBER SUE OSIKA TO ADJOURN AT 8:30 A.M.

AYES: ALL. MOTION CARRIED.

MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Monday, September 27, 2021 – 6:30 P.M.

CALL TO ORDER: Chairman Wascher called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Recording Secretary Molly Hier

MEMBERS PRESENT: Chairman Wascher, Vice-Chair Livingston, Secretary Fear, Commissioners Jenkins, Law, Morris, Robertson

MEMBERS ABSENT: Commissioner Taylor

OTHERS PRESENT: Justin Sprague, CIB Planning
Planning and Building Director Tanya Buckelew

APPROVAL OF AGENDA:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER ROBERTSON TO APPROVE THE AGENDA FOR September 27, 2021.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY SECRETARY FEAR TO APPROVE THE MINUTES FOR THE July 26, 2021 MEETING.

YEAS ALL. MOTION CARRIED.

ELECTION OF OFFICERS:

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER MORRIS TO ELECT WILLIAM WASCHER AS CHAIRMAN, FRANK LIVINGSTON AS VICE-CHAIR AND JANA FEAR AS SECRETARY FOR THE 2021-2022 FISCAL YEAR.

YEAS ALL. MOTION CARRIED.

PUBLIC HEARINGS:

1. Rezoning Request – PREZ 2021-01 SUTTON - 715 S Washington Street
2. Rezoning Request – PREZ 2021-02 SUTTON - 703 S Washington Street
3. Rezoning Request – PREZ 2021-03 SUTTON - 702 S Park Street
4. Rezoning Request – PREZ 2021-04 SUTTON - 801 S Washington Street

Opened the Public Hearing at: 6:35 pm

The following commented:

1. Mr. Sutton (property owner) spoke on plan for redevelopment of the properties listed above.
2. Justin Sprague corrected an error in his letter stating the above properties are a total of 2.3 acres.
3. Commissioner Morris inquired about sizes of units fitting into 715 S. Washington St. (the old church).
4. Secretary Fear inquired about price for units at 715 S. Washington St. Sutton states \$600-\$700.

5. Justin Horvath of 818 S. Washington St. and the SEDP spoke in support of redevelopment.
6. Mr. Sutton advised the facade of church is to be kept the same except minimal repairs where needed.

Closed the Public Hearing at: 6:45 pm

The following review is from Justin Sprague, City Planner with CIB Planning:

In considering any petition for an amendment to the official zoning map, the planning commission and city council shall consider the following criteria in making its findings, recommendations and decision:

1. Consistency with the goals, policies, and future land use map of the City of Owosso Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.

Finding – While the current future land use map identifies this area as industrial, it is important to highlight what is proposed in the city’s new master plan. The following text describes the intent for this area.

Washington and Monroe Street - Located south of Downtown and Corunna Avenue, this 5.5-acre site is located in a transitional zone between commercial and industrial uses and a residential neighborhood to the south. The site includes multiple parcels including a city-owned property along the railroad corridor and the Former Grace Church, 715 S. Washington (built in 1950). The site is connected to public water/sewer. In the near term, the site provides an opportunity for infill residential. The adaptive reuse of church building for condominium development may be considered, however, the building does not have architectural or historical significance and could be demolished as part of the redevelopment. A desirable future use for the site is single-family attached residential. Infill development should be compatible with the existing neighborhood incorporating front porches/stoops, alley access, parking in the rear, and building heights between 2-3 stories. Existing street trees should be preserved.

It is our belief that this rezoning would significantly improve the neighborhood and would not be in conflict with the overall goals of the Master Plan, nor impact the intent of the Zoning Ordinance.

2. Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.

Finding – This site would be compatible with the host of uses permitted under the RM-1 Zoning Classification.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) use permitted under the current zoning.

Finding – To our knowledge, no evidence exists showing that the applicant could not receive a reasonable return on investment through developing the property as commercial, however the proposed development directly reflects the intent of this area within the Master Plan.

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

Finding – It is our belief that land uses within the RM-1 district are more compatible with this site and its location to the neighborhood to the south than if the site were to be developed as commercial.

5. The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."

Finding – There should be no issues with existing infrastructure being able to accommodate and service this site.

6. The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

Finding – We find that there is high demand for new housing throughout the City of Owosso and surrounding areas.

7. The request has not previously been submitted within the past one (1) year, unless conditions have changed, or new information has been provided.

Finding – This application has not been previously before the City.

RECOMMENDATION

Based upon the above comments, we recommend approval of the rezoning request for 715, 703 and 801 S. Washington Street as well as 702 S. Park based on the following items;

- That the request is not in overwhelming conflict with the Master Plan or the Zoning Ordinance;
- The site is compatible with uses in the proposed RM-1 Zoning District;
- The applicant is not rezoning to increase the return on investment of the property;
- That the Planning Commission understands that the proposed use may be more compatible with surrounding land uses;
- Infrastructure to the site is appropriate for the proposed use; and
- The request has not been previously submitted to the City for consideration.

MOTION BY SECRETARY FEAR SUPPORTED BY COMMISSIONER LAW TO APPROVE THE REZONING OF THE FOLLOWING PROPERTIES:

ADDRESS	PARCEL ID NUMBER	APPROVED REZONING
715 S WASHINGTON ST	050-651-032-001-00	RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
703 S WASHINGTON ST	050-652-005-001-00	RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
702 S PARK	050-652-005-002-00	RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT
801 S WASHINGTON ST	050-651-037-001-00	RM-1 MULTIPLE FAMILY RESIDENTIAL DISTRICT

YEAS: COMMISSIONER JENKINS, LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER MORRIS, ROBERTSON, SECRETARY FEAR AND CHAIRMAN WASCHER

NAYS: NONE

RCV MOTION CARRIED.

OLD BUSINESS: NONE

SITE PLAN REVIEWS

403 STATE ST Marijuana Grow Facility

Approximately 1.40 acres, located on the east side of State Street, south of Lyon Street. Zoned I-1, Light Industrial. Refurbish existing buildings for new marijuana growing facility and will be accessed from both State and Lyon Streets

REVIEW COMMENTS – from Justin Sprague City Planner

1. **Information items.** The site plan meets the informational requirements of the ordinance.
2. **Area and Bulk.** The proposed site was reviewed in accordance with Article 16, Schedule of Regulations, as described in the following table.

	Required	Provided	Comments
Front Yard Building Setback	40 ft.	90 ft.	In compliance
Side Yard Building Setback	50 (abutting residential)	0' & 14' ft.	Not in compliance, but existing non-conforming
Rear Yard Building Setback	50 ft.	80 + ft.	In compliance
Maximum Building Height	40 ft.	19 ft.	In compliance

3. **Building Design & Materials.** The ordinance states that durable building materials which provide an attractive, quality appearance must be utilized. **The applicant will be upgrading siding but matching original siding**
4. **Building Height.** The proposed building complies with the maximum building height.
5. **Mechanical Units.** No new mechanical units are proposed on the plan. **The applicant is proposing to provide screening by planting arborvitae around all exterior mechanical equipment, which is an acceptable option instead of fencing. We would recommend as a condition of approval that all screening landscaping shall be up kept and in good condition, and that fencing could be required as a future option for screening if the landscaping material should not survive or does not provide enough screening.**
6. **Dumpster.** The proposed dumpster meets ordinance requirements.
7. **Parking Lot Requirements.** This requirement has been met.
8. **Landscaping.** The landscaping plan is in compliance with the ordinance.
9. **Buffering.** Per Section 38.389, a buffering wall of durable and high-quality materials is required along the property line separating the industrial district from the residential district. The property has an existing fence and the applicant is proposing an additional row of landscaped screening along the existing fence. **The Planning Commission will need to approve the utilization of existing fence with additional landscaping as an alternative to replacing the fence with a screening wall.**

10. Lighting. Site lighting appears to meet the ordinance standards. **It is noted that all new lighting should be shielded and fixed at 90-degree angles toward the ground, not at a 45 degree or other degree angle from the pole or building.**

11. Other Approvals. The proposed site plan must be reviewed and approved by the appropriate city departments, consultants, and agencies.

RECOMMENDATION

Based upon the above comments, **we recommend approval of the 403 State Street Site Plan, conditioned upon the following:**

1. Submission of a revised site plan that satisfactorily addresses the items in this letter, for administrative review and approval;
2. Use of materials consistent with the ordinance that are acceptable to the Planning Commission;
3. Planning Commission does not approve what was presented in the site plan but instead approves **a white vinyl fence of at least 6 feet in height to the area abutting the residential district.**
4. That all light fixtures are fixed in a 90 degree to the ground, downward facing position; and
5. Review and approval by the appropriate city departments, consultants, and agencies.

Additional Comments:

- Commissioner Law inquired about employee count. Owner stated 15 employees and parking will be in the rear off of State St.
- Architect spoke on design plans. He will also re-submit plans to reflect fence requirement.
- Commissioner Law inquired about delivery frequency/delivery truck type/size. Owner stated deliveries will be from Lynn St and mostly boxed trucks.
- Chairman Wascher confirmed review of drainage plans by engineering. Justin Sprague read aloud drainage review provided by engineering.

MOTION BY COMMISSIONER MORRIS SUPPORTED BY VICE-CHAIR LIVINGSTON TO APPROVE THE SITE PLAN FOR 403 STATE STREET, MEETING THE RECOMMENDATIONS LISTED 1 – 5 AND FURTHER ADMINISTRATIVE REVIEW BY CITY DEPARTMENTS AS NEEDED.

YEAS: COMMISSIONER LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER MORRIS, ROBERTSON, SECRETARY FEAR, COMMISSIONER JENKINS, CHAIRMAN WASCHER

NAYS: NONE

RCV MOTION CARRIED.

ITEMS OF BUSINESS:

1. REVIEW THE NUMBER OF ALLOWED MEDICAL AND ADULT USE MARIHUANA ESTABLISHMENTS

As per the city ordinance for both medical and recreational marihuana, the Planning Commission is to review the number of establishments allowed after 1 year, make any recommendations to council and then every 3 years council will review the current number of facilities in the city.

MOTION BY COMMISSION MORRIS SUPPORTED BY VICE-CHAIR LIVINGSTON TO

RECOMMEND TO CITY COUNCIL TO NOT INCREASE THE NUMBER AND GOING FORWARD EVERY THREE YEARS, THE CITY COUNCIL IS TO REVIEW THE NUMBER OF LOCATIONS IN THE CITY.

YEAS: VICE-CHAIR LIVINGSTON, COMMISSIONER MORRIS, COMMISSIONER ROBERTSON, SECRETARY FEAR, COMMISSIONER JENKINS, LAW AND CHAIRMAN WASCHER

NAY: NONE

RCV MOTION CARRIED.

2. ADULT USE MARIJUANA ORDINANCE – EXCESS GROWERS

The city was contacted by Stash Ventures of 1370 E South Street requesting we add Excess Grow License to the city's recreational marihuana ordinance. A draft amendment is included and a clarification page from MRA. Since this is only for the police power ordinance, the Planning Commission makes a recommendation to City Council to approve and go through the ordinance amendment process.

MOTION BY SECRETARY FEAR SUPPORTED BY COMMISSIONER LAW TO RECOMMEND TO CITY COUNCIL TO ALLOW EXCESS GROW LICENSES IN THE CITY OF OWOSSO AND AMEND CHAPTER 16.6 – ADULT USE MARIHUANA ESTABLISHMENTS LICENSING - POLICE POWER ORDINANCE SEC. 16.6-3. AUTHORIZATION OF FACILITIES AND FEE

(a.) ADD EXCESS MARIHUANA GROWER – UNLIMITED,

(b) SPECIAL LICENSES PROHIBITED – REMOVE EXCESS GROWER LICENSE – PROHIBITED AND

(f) (1) ADD EXCESS MARIHUANA GROWERS.

YEAS: COMMISSIONER MORRIS, ROBERTSON, SECRETARY FEAR, COMMISSIONER JENKINS, LAW, VICE-CHAIR LIVINGSTON AND CHAIRMAN WASCHER

NAYS: NONE

RCV MOTION CARRIED.

PUBLIC COMMENTS AND COMMUNICATIONS: NONE

ADJOURNMENT:

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY SECRETARY FEAR TO ADJOURN AT 7: 45 PM UNTIL THE NEXT MEETING ON OCTOBER 25, 2021.

YEAS ALL, MOTION CARRIED

Janae Fear, Secretary