

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, AUGUST 05, 2019
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 29, 2019:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None

PUBLIC HEARINGS

None

CITIZEN COMMENTS AND QUESTIONS

None.

CITY MANAGER REPORT

1. Project Status Report

CONSENT AGENDA

1. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Christopher Owens	Parks & Recreation Commission	06/30/2021
Elaine Greenway	Parks & Recreation Commission	06/30/2020

2. Owosso Community Players parking spaces. Approve request from Carl Ludington, OCP Representative, for the use of 2 parking spaces directly in front of OCP for the 2019-2020 OCP shows on the following dates/times: **2019, 3:00 pm shows** - Sept 8,15; Oct. 27; Nov. 3, 10; Dec. 14,15, 2019; **2020 3:00 pm shows** – Jan. 3,18; Mar 1, 8; Apr 19,26; June 14, 21; 2020; **2019 7:00 pm shows** – Sept 28; Dec 13, 14, 15, 2019; **2020 7 pm shows**; Jan 18, 2020; **2019 8 pm shows** Sept 6, 7, 13, 14; Oct 25, 26; Nov 1, 2, 9, 2019; **2020 8:00 pm shows** Feb 28, 29; Mar 6, 7, 13; Apr 17, 18, 24, 25; Jun 12, 13, 19, 20, 2020 and authorize Traffic Control Order No. 1422 formalizing the action.
3. Bicycle Show and Swap Meet. Approve request from Rick Morris, Westtown Merchant's member, for the closure of the parking lot at 800 W. Main St. on Sunday, August 11, 2019 from 8:00 a.m. to 3:00 p.m. and authorize Traffic Control Order No. 1424 formalizing the action.
4. Vintage Motorcycle Show. Approve request from Josh Adams, Owosso DDA Executive Director, for street closures for the Vintage Motorcycle Show Event. The closure of Washington Street from Main Street to Williams Street; Exchange Street from Washington Street to Park Street, on Saturday, August 14, 2019 from 6:00 a.m. to 3:00 p.m. and authorize Traffic Control Order No. 1425 formalizing the action.
5. Contract Amendment – Professional Service Agreement. Consider Authorizing an amendment to the professional service agreement with C2AE of Lansing, Michigan dated October 21, 2013 in the amount of \$155,000 as Addendum No 6, for providing engineering design and construction administration services for replacement of influent screw pumps and grit removal system at the wastewater treatment plant.

ITEMS OF BUSINESS

1. Professional Agreement - MML Wage Study - Consider entering into an agreement with Michigan Municipal League for a Non-Union Wage and Classification Study at a cost of \$29,160.00.
2. Closed Session. Consider holding Closed Session after the last session of Citizen Comments and Questions for the purpose of discussing collective bargaining negotiations.

COMMUNICATIONS

1. Gary Burk - Mid-County Wastewater Treatment Plant Review Board- Letter of resignation
2. DDA/MainStreet. Minutes of July 10, 2019
3. Parks & Recreation Commission. Minutes of May 29, 2019

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, August 19, 2019

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2019
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – 2 terms expire December 31, 2021
Planning Commission – term expires June 30, 2019
SATA Board of Directors – term expires October 1, 2022

ADJOURNMENT

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

CITY OF OWOSSO
5TH MONDAY MEETING OF THE CITY COUNCIL
MONDAY, JULY 29, 2019
7:30 P.M.

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: ROXANE CRAMER, DEPUTY CITY CLERK

PLEDGE OF ALLEGIANCE: COUNCILMEMBER NICHOLAS PIDEK

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

OTHERS PRESENT: Char Hebekeuser, from Tri-Mer; Justin Horvath and Brent Jones from Shiawassee Economic Development Partnership.

ABSENT: None.

APPROVE AGENDA

Motion by Councilmember Bailey to approve the agenda as is.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 15, 2019

Motion by Councilmember Fear to approve the Minutes of the Regular Meeting of July 15, 2019.

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

CITIZENS COMMENTS AND QUESTIONS

None.

CONSENT AGENDA

Motion by Councilmember Bailey to approve the consent agenda as follows:

Moonlight Market. Approved request from Tracey Peltier, Executive Director of the Downtown Owosso Farmer's Market for closure of Curwood Castle Dr. from M-21 to M-52, August 1, 2019 from 2 p.m. until 11 p.m. for Moonlight Market and authorized Traffic Control Order No. 1423 formalizing the action.

Motion supported by Councilmember Pidek

Roll Call Vote.

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

NAYS: None.

ITEMS OF DISCUSSION

TAX ABATEMENT PROGRAMS AND CURRENT STATUS.

City manager Henne presented a power point presentation to council explaining that he wanted everyone to have an understanding of where the city was at with abatements. City manager explained, in detail, each tax abatement available.

Councilmembers and city manager had a lengthy discussion about tax abatements. City Manager Henne along with Justin Horvath also highlighted the benefits from tax abatements.

Char Hebekeuser also pointed out the benefits afforded to Tri-Mer because of tax abatements and that in turn benefited the city. She also shared that they bring people into the city to stay locally at the Comstock and also use local restaurants when supplying meals. Ms. Hebekeuser continued their leased vehicles are local from Young's or Signature.

Councilmembers agreed they would like follow up to make sure that the entity issued a tax abatement is following through with the terms of that abatement.

CITIZENS COMMENTS AND QUESTIONS

Ed Urban commented on factories that are empty and if they could be rented out to be put on the tax roll.

Justin Horvath replied that most are filled with product or machinery not people it is different economy.

Mayor Eveleth reminded everyone that the Moonlight Market is Thursday starts at 5 p.m. and he also shared he enjoyed participating in the river cleanup.

Councilmember Bailey commented that there will be a kitten shower this Saturday at the Farmer's Market they will be adopting out kitties and accepting donations. They will be located near the fountain.

City Manager Henne shared that he will be at D' Mar tomorrow at noon for a local mini housing conference.

Mayor Eveleth asked City Manager Henne about a lot that the city had purchased off South Washington Street quite a few years prior and wondered what the plan is or if they should consider selling it.

City Manager Henne explained that the lot is on Vandekarr Road and the city is going to use part of that property for a wellfield because the city will be abandoning all 3 Palmer Street wells.

Councilmember Fear asked about the 8 vacant city lots. She thought that there were more.

City manager Henne explained there are more but some are irregular, may not be big enough to accommodate a home.

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 7:54 p.m.

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

Christopher T. Eveleth, Mayor

Roxane K. Cramer, Deputy City Clerk

July 29, 2019

PROJECT STATUS REPORT

DPW Water Main Projects

1. Washington Street from Stewart Street to Milwaukee Street: Water main work is complete.
2. Seventh Street from Oliver Street to King Street & King Street from Seventh Street to Fifth Street: Water main work is complete.

2019 Street Program-Contract 1

1. Palmer Avenue from Gute Street to Prindle Street: Street work is completed. Open to traffic date was May 13th.
2. W Williams Street from Shiawassee Street to Washington Street: Storm sewer work is complete. Concrete work is about 80%. The remainder of the concrete will be placed the week of July 29th. Road excavation and limestone base placement will begin the week of July 29th. Asphalt paving to follow. Project is behind original schedule due to both weather and field conditions. Expected open to traffic date is revised to August 16, 2019. Remaining work to be completed (landscaping and manhole cut outs by August 23, 2019).

2019 Street Program-Contract 2

1. Abrey Avenue from Melinda Street to Allendale Avenue: Street has been trenched, pulverized, stabilized, graded, and resurfaced. Driveway approach gravel placement and edge clean up to follow. Open to traffic date is August 9th.
2. Allendale Avenue from Gould Street to east city limits: Street has been trenched, pulverized, stabilized, graded, and resurfaced. Driveway approach gravel placement and edge clean up to follow. Open to traffic date is August 9th.
3. Monroe Street from McMillan to east city limits: Street has been milled and resurfaced. Edge clean up to follow. Open to traffic date is August 9th.
4. North Street from west city limits to N Chipman Street: Street has been milled, pulverized, stabilized, graded, and resurfaced. Shoulder gravel has been placed. Pavement marking symbol placement to follow. Open to traffic date is August 9th.

2019 Street Program-Contract 3

1. Ryan Street from S Chipman to Cedar Street: Project delayed until week of July 29th. Contractor plans to begin road demolition and storm sewer. Road excavation, curb and gutter, and other concrete work will follow after storm sewer is complete. Open to traffic date is September 20th.
2. Seventh Street from W Oliver Street to W King Street: Project scheduled to start on/after August 5th. Open to traffic date is September 20th.

MDOT Local Safety Grant Project

1. S Washington Street from Gute Street to Corunna Avenue: Project started June 11, 2019. Storm sewer work is complete. Road excavation and limestone base work about 80% complete. Contractor scheduled plans to perform water main bore and jack under railroad week of July 29th. Remaining road excavation and limestone base will follow soon thereafter. Concrete work planned for week of August 12. Open to traffic date is September 13th.

2019 Street Patch Program

Contract awarded to L & L Excavating of Reese, MI. L&L has lost their sub-contractor, and may not honor the contract. Staff still working with L&L for a go – no go status.

2019 Sidewalk Program

The follow areas are the work area:

1. Section of the city enclosed by N Washington St, E King St, N Dewey St, and E Oliver St
2. Residential complaint areas
3. Road Construction follow up areas on S Chipman St, W Stewart St, S Chestnut St, N Chipman St, Olmstead St, and Hanover St (if budget allows). Project scheduled to mid-August. Completion date is October 25th.

2019 Sanitary and Storm Sewer Rehabilitation Project

Sewer cleaning and televising work 90% complete. Contractor and City Gute Street, N. Chipman Street and S. Cedar Street sanitary sewer work sites are complete. Contractor plans to continue working on remaining sites for upcoming month. Expected completion date is October, 2019.

2020 Projects

Projects planned for street construction:

1. S. Cedar Street from South Street to Hampton Street. Work scope includes water main replacement, select storm sewer replacement, and pavement rehabilitation. Project under design phase.
2. Summit Street from Abbott to Rubelman Drive. Work scope includes water main replacement, pavement rehabilitation, and storm sewer improvements. Project designed and ready for contractor bids.
3. North Street from Hickory Street to Gould Street. Work scope includes water main replacement, full street reconstruction and storm sewer replacement. Road and storm sewer design 90% complete. Water main design will be performed by Consultant. Due to proposed road width narrowing and opportunity to lay new water main without impeding traffic, DPW crews are preparing to lay this new main versus paying a contractor.
4. Clark Street from Oliver Street to King Street. Work scope includes water main replacement, pavement rehabilitation, and storm sewer improvements. Road and storm sewer design 90% complete. Water main design will be performed by Consultant.



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

MEMORANDUM

DATE: July 17, 2019

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1422

Carl Ludington, Owosso Community Players Marquee Director, has requested 2 parking space closures for the 2019-2020 shows held at the Lebowsky Center.

LOCATION:

Two parking spaces directly in front of OCP/Lebowsky Theater under the marquee. These spaces will be used to pick up and drop off patrons before and after the shows/performances.

DATE/TIME:

3:00 pm shows will need the parking spaces from 2:00 pm - 6:00 pm.
7:00 pm shows will need the parking spaces from 6:00 pm – 10:00 pm.
8:00 pm shows will need the parking spaces from 7:00 pm – 11:00 pm.

3:00 Shows	7:00 Shows	8:00 Shows
Sept 8, 15, 2019	Sept 28, 2019	Sept 6, 7, 13, 14, 2019
Oct 27, 2019	Dec 13, 14, 15, 2019	Oct 25, 26, 2019
Nov 3, 10, 2019	Jan 18, 2020	Nov 1, 2, 9, 2019
Dec 14, 15, 2019		Feb 28, 29, 2020
Jan 3, 18, 2020		Mar 6, 7, 13, 2020
Mar 1, 8, 2020		April 17, 18, 24, 25, 2020
April 19, 26, 2020		June 12, 13, 19, 20, 2020
June 14, 21, 2020		

The Public Safety Department has issued Traffic Control Order No# 1422 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1422

7/17/19

9:15 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Parking space closure-drop off and pick up patrons before and after shows/performances.

LOCATION OF CONTROL

Two parking spaces directly in front of OCP/Lebowski Center under the marquee.

DATES/TIMES:

3:00 Shows	7:00 Shows	8:00 Shows
Sept 8, 15, 2019	Sept 28, 2019	Sept 6, 7, 13, 14, 2019
Oct 27, 2019	Dec 13, 14, 15, 2019	Oct 25, 26, 2019
Nov 3, 10, 2019	Jan 18, 2020	Nov 1, 2, 9, 2019
Dec 14, 15, 2019		Feb 28, 29, 2020
Jan 3, 18, 2020		Mar 6, 7, 13, 2020
Mar 1, 8, 2020		April 17, 18, 24, 25, 2020
April 19, 26, 2020		June 12, 13, 19, 20, 2020
June 14, 21, 2020		

APPROVED BY COUNCIL

_____, 20____

REMARKS

#1422



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

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

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

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

Name of individual or group: Owosso Community Players, Lebowsky Theatre Date: 7-11-19

Primary Contact Person

Name:

Carl Ludington

Title:

Marquee Director

Address:

~~residence~~ 122-124 E. Main St.
Owosso Mich. 48867

Phone:

1-517-204-5213

Requested Date(s): Please See Back of Page

Requested Hours:

3pm shows will need 2-6pm
7pm show will need 7-11pm

Area Requested (Parking Lot - Parade Route): Two Parking spaces directly
in front of OCP / Lebowsky Theatre under Marquee.

Detailed description of the use for which the request is made: Drop off and Pick up
of Theatre Patrons Before and After Shows/Performances

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☐ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐

Date: _____

Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson

Sept 6, 7 13, 14
Oct 25, 26
Nov 1, 2, 9th
Feb 28, 29
March 6, 7, 13
April 17, 18, 24, 25
June 12, 13, 19, 20

All 8pm Shows
Parking spaces needed 7pm-11pm

Sept 28
Jan 18th
Dec 13, 14, 15

All 7pm Shows
Parking needed 6pm-10pm

Sept 8, 15
Oct 27
Nov 3, 10
Dec 14, 15
Jan 3, 18
Mar 1, 8
April 19, 26
June 14, 21

All 3pm Shows
Need parking 2pm-6pm



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MEMORANDUM

DATE: July 30, 2019
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1424

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

LOCATION:

Parking Lot at 800 W. Main St.

DATE:

August 11, 2019

TIME:

8:00 am – 3:00 pm

The Public Safety Department has issued Traffic Control Order No# 1424 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1424

7/30/19

10:00 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Parking Lot Closure

LOCATION OF CONTROL

800 W. Main St. Parking Lot

EVENT:

Bicycle Show and Swap Meet

DATE: August 11, 2019

8:00 am - 3:00 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



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

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

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

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

Name of individual or group: Owosso Westown Merchants Ass. Date: 8-29-19

Primary Contact Person
Name: RICK MORRIS

Title: PRES. VICE PRES TREASURER SECRETARY

Address: 814 W. MAIN

Phone: 725-8373

Requested Date(s): 8-11-19 Requested Hours: 8AM - 3PM

Area Requested (Parking Lot - Parade Route): PARKING LOT NORTHSIDE OF 800 W. MAIN

Detailed description of the use for which the request is made: ANTIQUE BICYCLE SHOW & SWAP MEET

- ☒ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson

All riders must sign the release. A parent's signature is required for applicants under 18. Riders under 16 must be accompanied by an adult.

X _____
LAST NAME PRINTED FIRST NAME SIGNATURE DATE

X _____
GUARDIAN SIGNATURE

I AGREE THAT THE HOUSE OF WHEELS INC. AND ANYONE ASSOCIATED WITH THEM WILL NOT BE LIABLE FOR ANY LOSS, INJURY OR DEATH RELATED TO THE CROSSO BIKEFEST OR ACTIVITIES ASSOCIATED WITH IT. I KNOW THAT THERE ARE RISKS ASSOCIATED WITH THESE ACTIVITIES AND I ~~KNOW~~ ^{WILLINGLY} ACCEPT THESE RISKS. I KNOW THAT THE RIDE ORGANIZER'S SOLE FUNCTION IS UNANNOUNCING THE RIDE AND THAT IT IS MY RESPONSIBILITY TO KNOW AND OBEY ALL LAWS AND ENSURE MY OWN SAFETY. I AM PHYSICALLY FIT AND ABLE TO PARTICIPATE.



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

MEMORANDUM

DATE: July 30, 2019
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1425

Josh Adams, Owosso DDA Executive Director, has requested street closures for the Vintage Motorcycle Show Event

LOCATION:

Washington Street from Main Street to Williams Street; Exchange Street from Washington Street to Park Street.

DATE:

Saturday, August 24, 2019

TIME:

6:00 am – 3:00 pm

The Public Safety Department has issued Traffic Control Order No# 1425 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1425

7/30/19

3:30 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

Washington Street from Main Street to Williams Street; Exchange Street from Washington Street to Park Street.

EVENT/DATES:

Vintage Motorcycle Show Event

Saturday, August 24, 2019

6:00 am – 3:00 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



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

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

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

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

Name of individual or group: _____ Date: _____

Primary Contact Person

Name: _____

Title: _____

Address: _____

Phone: _____

Requested Date(s): _____ Requested Hours: _____

Area Requested (Parking Lot - Parade Route): _____

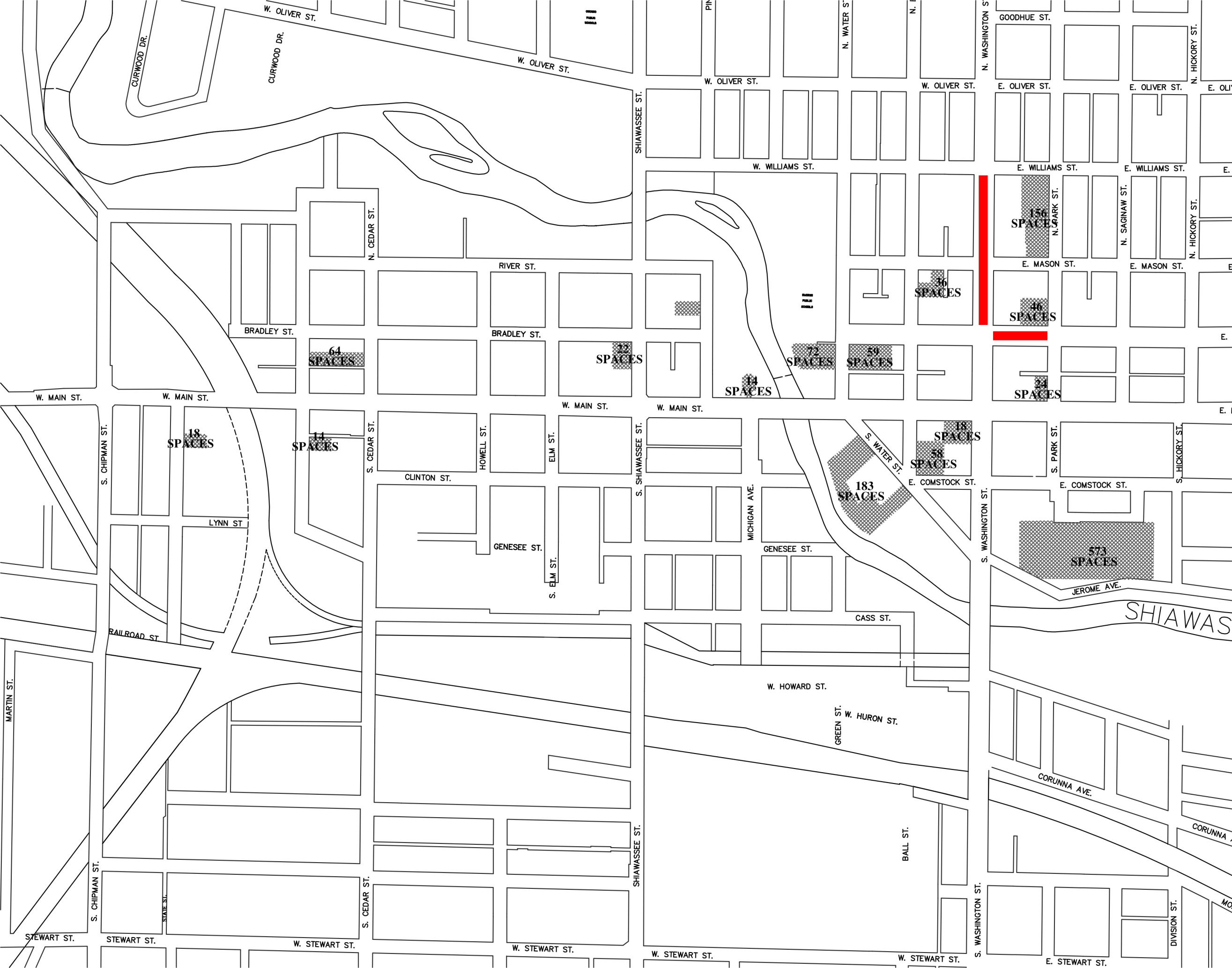
Detailed description of the use for which the request is made: _____

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☐ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

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Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson





MEMORANDUM

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

DATE: July 31, 2019

TO: City Council

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

SUBJECT: C2ae Engineering Services Addendum No.6 - SRF Project 2020

RECOMMENDATION:

Authorization to amend the Agreement between the City of Owosso and C2ae of Lansing, Michigan dated October 21, 2013 in the amount of \$155,000.00 as addendum No.6, for providing engineering design and construction administration services for replacement of influent screw pumps and grit removal system at the wastewater treatment plant.

BACKGROUND:

The influent screw pumps and grit removal system were identified during the SAW Grant Asset Management Project, from the condition assessment process, as priority replacement items. The screw pumps are badly worn, have lost capacity to move incoming wastewater to the treatment process, and have experienced very costly maintenance and upkeep.

The grit removal system mechanical scrapers and bucket lift components were taken out of service and removed years ago, leaving large accumulations of sand and grit in the collection tank to move through the plant treatment process. This grit has an adverse effect on pumps and piping and accelerates the breakdown and wear on these items. In addition, access to the grit chamber for cleaning was not possible with existing city equipment, and was difficult to obtain the services of a private sector company to access this confined space for annual cleaning.

Both of these replacement projects were submitted as a project plan for State Revolving Loan Funding (SRF). Estimated availability of these loan funds is April 2020. Engineering design and bid specification development is required to commence at this time, to meet state of Michigan scheduling milestones for project funding approvals and commitments.

FISCAL IMPACTS:

Capital replacement engineering services is funded in the FY2019/2020 budget for these projects, and chargeable to account 599-901-977.000.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) C2ae Proposal
(2) Resolution

RESOLUTION NO.

**AUTHORIZING ADDENDUM NO.6 TO THE AGREEMENT BETWEEN THE CITY OF
OWOSSO AND C2AE ENGINEERS AND PLANNERS FOR ENGINEERING DESIGN
AND CONSTRUCTION SERVICES TO REPLACE INFLUENT SCREW PUMPS AND
GRIT REMOVAL SYSTEM AT THE WASTEWATER PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Plant Replacement Fund for the replacement of the influent screw pumps and grit removal system, and

WHEREAS, the existing screw pumps are worn beyond reliability and economical repair, and the existing grit removal system is inoperable and in need of replacement components to reestablish this treatment process, and C2ae Engineers and Planners of Lansing, Michigan has provided a proposal for the necessary engineering services replace these capital items.

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services as necessary for the design, bid specification development, and construction administration services to replace and restore the influent screw pumps and grit removal system to design operating capacity, and hereby recommends authorizing C2ae to provide these engineering services in the amount of \$155,000.00.

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 contract with C2ae Engineers and Planners for design services to replace the aged screw pumps and to restore the grit removal system components at the Wastewater Treatment Plant.
- SECOND: The accounts payable department is authorized to submit payment to C2ae in the amount of \$155,000.00 for these services.
- THIRD: The above expenses shall be paid from the Wastewater Plant Fund 599-901-977.000.

July 23, 2019

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

Re: Proposal for Professional Services: Headwork Improvements

Dear Mr. Chinavare:

C2AE is pleased to submit this proposal to provide consulting engineering services related to the City of Owosso's Screw Pump Replacement and Grit Removal System Installation in the Headworks.

PROJECT UNDERSTANDING

Per our discussions, the City would like to replace the three screw pumps and all mechanisms including electrical system and controls. The screw pump room will be painted and electrical system upgraded.

The City also wishes to install a new grit removal system utilizing the existing grit tank. The current concept is to install a chain and bucket system to match the original system, although C2AE will evaluate alternatives for the City's consideration. The existing tank will need to be cleaned and have structure modifications made underneath the screw pump building to help reduce sediment buildup. The existing grit room will be painted and electrical system upgraded. The grit room is Class I Division I space and will need upgrades to the gas detection and ventilation.

C2AE will provide all required design and construction engineering and will prepare record plans as detailed in the project work plan discussed below.

Phase 1 – Preliminary Engineering Design:

1. Project Kick-Off Meeting – Meet with the City to review the project requirements, scope of improvements, project schedule and information needs.
2. Evaluation of Process Alternatives – Evaluate the existing process and new technologies available to improve performance and/or efficiency of the process. Present findings to the City to allow selection of the ideal process equipment.
3. Basis of Design – Develop the basis of design for review and comment by the City.
4. Preliminary Contract Documents – Develop preliminary contract plans and technical specifications. Preliminary plans and technical specifications will be provided to the City staff for approval prior to commencing with the final design.
5. Preliminary Opinion of Probable Construction Cost – Develop preliminary opinion of probable construction cost.
6. Preliminary QA/QC – Conduct an internal quality assurance/quality control review of the preliminary design documents prior to submitting them to the City.
7. Review Meeting – Meet with the City to review the preliminary design.

Phase 2 – Design Engineering Design:

1. Final Contract Documents – Develop final contract plans and specifications. The design will meet the requirements of the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the requirements of the City, and will be in accordance with the 10 States Standards. Final plans will be prepared using AutoCAD.
2. Opinion of Probable Construction Cost – Update opinion of probable construction cost.
3. Final QA/QC – Conduct an internal quality assurance/quality control review of the final design documents prior to submitting them to the City and the EGLE.
4. EGLE Part 41 Review – Submit final plans and specifications to the EGLE for review and issuance of a Part 41 construction permit, if required. Note: All other necessary permits will be obtained by the Contractor by means spelled out in the Construction Contract Documents.
5. Review Meeting – Meet with the City to review the final design.
6. Bid Set Contract Documents – Develop bid set contract plans and specifications incorporating all City and EGLE comments.

Phase 3 – Bidding Phase Services:

1. Advertisement – The City will advertise in MITN. C2AE will supply information to specific vendors.
2. Plans and Specifications for Bidding – The City will provide documents on the City's website with contact information for C2AE to address any questions, which arise during bidding.
3. Consultation – Answer questions from prospective contractors relative to the project.
4. Bidding – The City will conduct the bid opening.
5. Bid Tabulation – The City will prepare a bid tabulation.
6. Bidder Verification – Review the qualifications and references of the two low bidders and provide the information to the City for purposes of awarding the contract.

Phase 4 – Construction Engineering:

1. Contract Document Execution – Prepare the contract documents for execution.
2. Pre-Construction Meeting – Schedule and attend a pre-construction meeting.
3. Progress Meetings – Schedule and conduct progress meetings as required.
4. Shop Drawing Review – Provide shop drawing review in accordance with submittal requirements.
5. Construction Services – Provide as-needed construction observation and technical assistance, consisting of at least weekly visits to the project site while construction is underway.
6. Office Engineering/Contract Administration – Provide office assistance for compliance with the contract documents and for processing Construction Contract modifications and maintenance of records as required documenting the work to City standards.
7. Equipment Startup – Provide discipline appropriate design engineer(s) to observe startup of the equipment provided for the project.
8. Punch List – Perform final inspection; prepare punch list as appropriate.

Phase 5 – Record Drawings:

1. Record Drawings – Prepare record drawings of the completed construction. Provide the City with plans on desired media and with electronic copies in AutoCAD format.
2. Record Drawing QA/QC Review – Conduct an internal quality assurance/quality control review of the record drawings prior to submitting them to the City.

ASSUMPTIONS

In preparing this proposal, C2AE has assumed the following:

1. The new equipment will be setup for SCADA, but will not be connected to SCADA at this time. Controls work will not be required.
2. Scheme is adequate and in good working order. Each of these will be reused.
3. The City will examine all materials prepared by C2AE and render necessary decisions.
4. The City will indicate when it is appropriate to begin the work on each phase of the project, following the review meeting for the previous phase. This notice to proceed should include a summary of any major changes requested from the previous phase's work.

SCHEDULE

C2AE is available to meet the City's schedule for construction.

FEE FOR SERVICES

Design Services:	\$ 105,000	Lump Sum
Construction and Bidding Services:	<u>\$ 50,000</u>	Lump Sum
Total Project Cost	\$ 155,000	Lump Sum

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,

C2AE



Brian W. VanZee
Project Manager



Roger F. Marks, PE
Group Leader

Accepted By:

City of Owosso, Michigan

Client

Date: _____

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Owosso, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses,

allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.

- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$155,000**.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- T. Part-Time Construction Observation: The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the

OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

- V. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- X. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- Y. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.



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

DATE: 8.5.19
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: NON UNION WAGE AND CLASSIFICATION STUDY AGREEMENT - MML

BACKGROUND:

Over the last 10 years job responsibilities have changed for many of the non-union employees in city hall, DPW, and public safety. I am not certain enough that our current classification system and wage amounts are up to date. Preliminary research on MML's 2019 wage study comparing our positions to other cities of similar size resulted in my opinion that a professional wage and classification study is necessary.

FISCAL IMPACT:

MML offers 3 different analyses for each position with the associated costs per position:

- | | |
|--|-------|
| 1. Job description development/update: | \$360 |
| 2. Point factor job evaluation: | \$360 |
| 3. Market survey (pay and benefits): | \$360 |

TOTAL	\$1080 per position
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This study will involve all three analysis for 28 employees. The total cost to the city for this study will be \$29,160.

RESOLUTION NO.

**RESOLUTION AUTHORIZING MICHIGAN MUNICIPAL LEAGUE WAGE AND
CLASSIFICATION STUDY AGREEMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to complete a wage and classification study for all non-union employees; and

WHEREAS, the City of Owosso through its membership in the Michigan Municipal League is eligible for the requested professional service; and

WHEREAS, since the Great Recession there has been multiple restructuring of staffing levels and responsibilities within the city's nonunion staff; and

WHEREAS, no professional wage study has been completed in the last 10 years for non-union employees; and

WHEREAS, this is a not budgeted item for fiscal year 2019-20; and

WHEREAS, recent unbudgeted revenue has been received by the city.

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 hire the Michigan Municipal League to conduct a wage and classification study for non-union employees for a cost to the City of Owosso of \$29,160
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and the Michigan Municipal League up to the amount of \$29,160.
- THIRD: The above expenses shall be paid from the General Fund.

CITY OF OWOSSO

Proposal to Complete a Classification and Compensation Study

The Michigan Municipal League is committed to strengthening the quality of municipal government and administration in Michigan. We recognize the importance of well-designed human resources systems, including classification and compensation systems, in supporting organizational success. Accordingly, we work closely with our clients to customize each project to best meets their needs.

A well-designed classification and compensation system enhances an employer's ability to recruit, retain and motivate quality employees. The League is happy to assist the City of Owosso in conducting a thorough update and review of its existing classification and compensation system by performing the tasks outlined below.

PROJECT TASKS

Task 1: Initiate the Project & Orient Employees

As a first step in the project, we will consult with the City to review the objectives and methodology of the project, including the market comparables to be used in the market study. We will also collect background information at this time, including existing job descriptions, pay plans, information related to employee benefits and other relevant documentation.

During the same visit, we will orient employees to the purpose of the study, discuss our methodology, and answer any questions about the project. We will also review job analysis questionnaires at this time. The questionnaires, when completed, will provide us with information concerning duties, supervisory responsibilities, experience and educational requirements and other job-related criteria.

Task 2: Conduct Employee Interviews & Perform Job Analysis

After reviewing existing job descriptions and the completed questionnaires, we will conduct on-site interviews with employees in each position included in the study. These interviews focus on gaining a full understanding of the duties and responsibilities associated with each position and the knowledge, skills and abilities required to succeed in the position. We also discuss the physical requirements and work setting of each job to guide development of Americans with Disabilities Act (ADA) compliant language for inclusion in the job description.

Task 3: Create or Modify Job Descriptions

Having gained a full understanding of each position, we will create and/or update job descriptions to clearly delineate positional duties, responsibilities, reporting arrangements and the knowledge, skills and abilities required for each position. Also, we will consider and incorporate criteria relevant to the requirements of the ADA into each description. We will also make recommendations for changes to job titles as appropriate. Draft job descriptions will be provided for review and comment prior to finalization.

Task 4: Perform Point Factor Job Evaluation

Each position included in the study will be evaluated against ten “point factors” to determine internal equity within the organization. Point factoring provides a ranking for each position relative to others within the organization and supports development of internally equitable pay structures. Our job evaluation plan considers the following ten factors.

1. Education and relevant experience
2. Judgment and independence of action
3. Supervisory responsibility
4. Job complexity/analytic demands
5. Technology and equipment use
6. Intensity/demand for concentration
7. Impact on programs and operations
8. Internal and external relations
9. Responsibility for the safety of others
10. Physical effort and work environment

Task 5: Conduct Survey of Wages and Benefits and Analyze Collected Data

Through discussions with the City, a list of comparable municipal employers will be established for use in the compensation and benefits survey. We will provide relevant data to support this process. The survey will be customized to include those pay and benefit issues most pressing to the City and will include positional level analysis to provide an “apples to apples” comparison. This approach is the most methodologically sound survey process.

The benefit survey uses a qualitative approach that compares benefit packages offered in the surveyed market, including paid time off, health, dental and other insurances such as life and disability, retirement programs, and other identified benefits of interest. We include questions about required employee contributions to health insurance premiums and retirement, and contributions or matches made by the employer. This qualitative analysis provides a more complete picture of how the City’s pay and benefits compare to the competitive market. It is not, however, a “cost analysis” of benefits.

Task 6: Develop Classification and Compensation Plan

Utilizing the results of the point factor job evaluation process and the customized market survey, we will develop an updated classification and compensation plan including a recommended grade structure with corresponding pay ranges. Depending upon the City’s preference, the pay plan can be structured to allow for multiple implementation options including step increases or pay for performance, or some combination of the two.

Task 7: Prepare a Comprehensive Final Report

We will produce a final report document that includes:

- A recommended grade and salary structure
- Options for implementing the pay system
- The point-factor plan utilized to develop the classification system
- Comparable data related to employee benefits and wages
- New or updated job descriptions
- Procedures for administering the pay system.

We will also provide procedures for implementing the system and administering it over time.

Examples include:

- How to place new and current employees within the new system
- Options for moving employees through the pay range
- Reclassification procedures
- How to add a new position
- Annual maintenance practices.

Task 8: Review Initial Findings & Present Final Report

Once all data has been collected and analyzed, we will submit a draft report of our initial findings and recommendations to the City Manager for review and discussion. We will then finalize our report and present our official recommendations to the City Council as requested.

PROJECT STAFF

Mandy Reed, Human Resources Manager, will function as project manager. In this capacity, she will provide oversight and direction on all tasks and activities associated with the project. Ms. Reed has been with the League since 2006 and has led, participated in, and managed the League's HR consulting projects since 2013. She has expertise in the development of classification and compensation systems, personnel policy manuals, as well as benefits analysis, and related topics. Ms. Reed is a Certified Professional in Human Resources (PHR) with a bachelor's degree in Human Resources Management from the University of Michigan.

Marica Cornell, a subcontracted consultant from HRM Services, will function as the project coordinator, serve as the primary point person, and will complete most of the project tasks and related research on this project. Ms. Cornell is a Certified Human Resources Specialist (CHRS) with a bachelor's degree in Human Resources Management from Spring Arbor University. With over 25 years as a top human resources executive in a government setting, Marcia holds extensive experience in all things Human Resources. She has in-depth experience in project management, budgeting and compensation program management, strategic planning, supervision and leadership, recruitment and retention, personnel training, problem solving, and developing and administering policies and procedures.

Heather Elliott, Human Resources Assistant, will assist on project tasks and provide general research support on the project. Ms. Elliott has a bachelor's degree in political science from Ferris State University and assists with various human resources related projects for the League.

PROJECT TIMING

We are currently available to begin working on this project in July 2019 and expect to complete the work within three to four months, barring delays outside of our control such as scheduling site visits or receiving survey responses from comparable employers.

PROJECT FEES & EXPENSES

Professional fees for the scope of work outlined in this proposal are as follows:

- ✓ Job Description Development/Update: \$360 per position
- ✓ Point Factor Job Evaluation: \$360 per position
- ✓ Market Survey (Pay & Benefits): \$360 per position

This fee includes up to three on-site visits: one for the kick-off/orientation meetings, one to conduct employee interviews, and one to present the study. We are pleased to make additional visits to meet in person or make presentations. These visits will be billed at \$175 per hour (including travel time).

Travel related expenses such as mileage, meals, and hotel will be held to an absolute minimum and will be billed at actual cost.

TERMS OF SERVICE

This agreement is effective upon execution and may be terminated by the client or the League should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the League for all services and expenses rendered to the date of termination.

The quoted price within this proposal is guaranteed for 90 days. Invoices for the League's services shall be submitted upon completion of the project and shall be payable within 30 days.

Contact Mandy Reed at mreed@mml.org or (734) 669-6361 for more information or to schedule a time to talk further in person.

Please provide authorized signature below to officially engage the League to provide the consulting services outlined within this proposal dated April 2, 2019.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

From: Amy K. Kirkland
Sent: Monday, July 29, 2019 6:23 PM
To: Roxane K. Cramer
Subject: FW: WWTP Review Board

From: Gary M. Burk
Sent: Monday, July 29, 2019 6:22:55 PM (UTC-05:00) Eastern Time (US & Canada)
To: Christopher Eveleth
Cc: Amy K. Kirkland; Nathaniel R. Henne; Timothy J. Guysky; Glenn M. Chinavare
Subject: WWTP Review Board

Mayor Eveleth,

Please accept my resignation from the position as the City of Owosso representative to the Mid-County Wastewater Treatment Plant Review Board.

Gary Burk

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
July 10, 2019 AT 7:30 AM
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:33 a.m.

ROLL CALL: Was taken by Recording Secretary, Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Mayor Chris Eveleth, Commissioner Bobbi Fuller, Commissioner Ken Cushman, Commissioner Jon Moore, Commissioner Theresa Trecha, and Commissioner Jim Woodworth.

MEMBERS ABSENT: Commissioner Lance Omer

OTHERS PRESENT: Robert Doran-Brockway, OHC Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE AGENDA FOR JULY 10, 2019.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER TRECHA AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO APPROVE THE MINUTES OF JUNE 5, 2019 AND SPECIAL MEETING JUNE 7, 2019.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) CHECK REGISTER

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE CHECK REGISTER FOR MAY 1, 2019 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) BUDGET REPORT- Director Adams reported adjusted income after TIFF adjustment. Flower Program adjustments were made. Reserve is projected to be \$13,000. Discussion began surrounding meeting with City to differentiate between fiscal responsibilities. Director Adams will seek information to establish a meeting date with City Manager and Director of Public Services.

IT WAS MOVED BY AUTHORITY MEMBER MAYOR EVELETH, SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE FINAL BUDGET AS PRESENTED.

AYES: ALL. MOTION CARRIED.

COMMITTEE UPDATES:

1) Design & Business Vitality – Flower Sponsorship, Revolving Loan Fund and implementation procedures. A first draft of the Loan Application was presented for review. Suggestions were made to streamline and clarify the requirements of the application to allow the process to be user friendly, as well as, informational. The application will be edited and finalized for implementation at the committee's July Meeting.

2) Promotion & Outreach – Brochure was provided for Flower Sponsorship. Opportunities are available to sponsor hanging baskets for smaller budgets.

3) Business Owners Committee – None

4) Manager Updates –None

Board Continuing Education/Information

Director Report – Entrepreneurial Ecosystem Development packet was provided with a review of the 3 shortfalls designated. The pipeline to allow an entrepreneur to find information for investing in Owosso and knowing who to contact is the primary need for focus.

PUBLIC COMMENTS: None

BOARD COMMENTS:

ADJOURNMENT:

IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO ADJOURN AT 8:50 A.M.

AYES: ALL. MOTION CARRIED.

**PARKS AND RECREATION COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 29, 2019
City Hall Conference Room
301 W. Main St. Owosso, MI 48867**

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

PLEDGE OF ALLEGIANCE: Was recited.

ROLL CALL: Was taken by Deputy City Clerk Roxane Cramer

MEMBERS PRESENT: Chairman Mike Espich, Vice-Chair Jeff Selbig, Commissioners Rick Morris, Randy Woodworth and Andrew Workman.

MEMBERS ABSENT: Commissioners Jerry Hebekeuser and Nick Seabasty.

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

APPROVAL OF AGENDA: **COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE AGENDA FOR MAY 29, 2019.**

MOTION SUPPORTED BY COMMISSIONER WORKMAN

AYES ALL, MOTION CARRIED.

APPROVAL OF MINUTES: **COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE MINUTES FROM APRIL 3, 2019.**

MOTION SUPPORTED BY COMMISSIONER WORKMAN

AYES ALL, MOTION CARRIED.

PUBLIC COMMENTS/COMMISSIONER COMMENT:

None.

COMMUNICATIONS:

None

BUSINESS:

Skate Park

Chairman Espich shared his hope that all commissioners had made it out to look at the park.

Commissioners discussed donations for rooms at the Pines for the workers they also discussed finishing up details on the skate park.

Commissioner Morris also reported on the naming the skate park contest.

American Recycling Donation

Mr. Adams reported this will be underway June 1st. It is being underwritten by Owosso Rotary. The food is being sponsored by Abiding in the Vine. The T-shirts are being sponsored by Hankerd's Sportswear. Casey Lambert is leading the charge on the project through American Recycling.

Loan a Pole

Mr. Adams reported that he got an okay from the DPW and the city manager and Mr. Lameroux is building the rack for the "Loan a Pole" to be placed at Hopkins Lake.

Hopkins Lake Fish Stocking

Chairman Espich asked about stocking the lake with money from the DPW budget.

Mr. Adams said that would not be possible with this budget. He also reported that they would look at it for next year.

Commissioners discussed the budget and how much money is allotted for parks.

Mr. Adams said he would check on finance with using a QR for donations to the parks.

Directional Signage for Hopkins Lake Bike Path

Mr. Adams reported that the Kiwanians have confirmed they are going to do that. He has not heard of when or a formal plan.

Chairman Espich shared he was hoping the signage could include markers marked for public safety so if someone was hurt on a trail, emergency workers know exactly where they are at. He also shared that it was supposed to be done last time when the Eagle Scout marked it but stated he has spoken with Public Safety Director Lenkert and Mr. Lenkert said he has no record of it.

Pickle Ball at Bentley Park

Mr. Adams reported that Phil Hathaway has led the charge on this round and has done the research. It will be \$1,000.00 for purchase of the equipment and \$1,000.00 for painting for the court. Mr. Adams also stated commissioner Woodworth received a donation of \$500.00 towards pickle ball. Mr. Hathaway has also raised \$800.00 so only \$700.00 more is needed for the money to complete the project.

Commissioner Woodworth reported that Jerry Meyer with Metro Mortgage was the one that donated the \$500.00 for the pickle ball court.

Holman Building

Mr. Adams reported the state was extending the deadline on the grant submission.

Mr. Adams also explained that he had submitted the grant request; however, they received an email from the state saying the finance codes were no longer valid and they would be booted from the grant.

The state reported they are now extending the application to the 31st.

Bathrooms at Bentley Park

Mr. Adams reported that he reached out to Laura Burroughs from the YMCA to lock and unlock the bathrooms and maintain them. He has not heard back from her yet.

Fitness Court - Proposed Project for 2020

Mr. Adams explained that he was approached by this company. He explained that it would be a grant from the company. He said it cost \$125,000.00 installed but they will give \$30,000.00. It is 38" x 38" with two possible locations, Bentley Park or the northwest corner of the amphitheater if and when they get the property.

Commissioners discussed possible donations and how to raise funds.

COMMISSIONER WOODWORTH MADE A MOTION TO APPROVE THE SUBMITTAL FOR THE PROPOSED NATIONAL FITNESS CAMPAIGN.

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

Master Plan Priority List

Mr. Adams reported that the one list he presented is from the DPW and the other list is from Mike Ihm from the ballfield and Mike Erfourth and Charles Dahl for the soccer fields.

Mr. Adams reported he has a meeting with Mr. Ihm because there is one ballfield with a significant loss of electric which will need an electrician fix it.

Commissioner Woodworth asked Mr. Adams about the amount of the parks budget and why certain amounts are being diverted the way they are, He feels that they need to know these things before they can get a handle on how to prioritize. Commissioner Woodworth also asked Mr. Adams about corporate sponsorship on the parks.

Mr. Adams and commissioners had a lengthy discussion about the budget.

Commissioner Woodworth reported that Mike Erfourth has asked him to take over the soccer fields.

Commissioner Morris stated it would be like a corporate sponsorship because it is the Owosso Soccer Club.

Commissioner Woodworth stated that they need to know what money they have so they know how to allocate it more effectively.

Mr. Adams thanked Commissioner Woodworth for his voice on this matter.

Commissioners agreed that they need more information to allocate the budget correctly.

Mr. Adams said to pause on the budget and wait for Mr. Adams to get the numbers for him. There was a discussion about an ADHOC meeting if they receive the numbers for the budget.

June Meeting

Commissioners present agreed to meet on June 26, 2019 @ 7 p.m.

PUBLIC COMMENTS / COMMISSION COMMENTS

Chairman Espich stated that Commissioner Hebekeuser was resigning from the commission.

COMMISSIONER WOODWORTH MADE A MOTION TO ADJOURN AT 7:57 P.M.

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