

**CITY OF OWOSSO**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**MONDAY, JUNE 16, 2014**  
**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 JUNE 2, 2014:**

**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.

**STUDENT REPRESENTATIVE REPORT**

**PUBLIC HEARINGS**

1. Ordinance Amendment - Curfews. Conduct a public hearing to hear citizen comment regarding the proposed amendment to Chapter 19, Offenses, Article V, *Offenses Against Public Peace*, Section 19-89, Curfews for minors, to adjust the age of those affected by the curfew to match State law.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

1. Baker College Diesel Class Recognition. Presentation of certificates of appreciation for the Baker College Diesel Class students that restored the City's 1921 LaFrance Pumper truck to running condition.
2. Toppermost Benefit. Announcement by Fred Finnen of the Toppermost benefit concert presented by the Homeless Coalition and the Shiawassee-Owosso Kiwanis Club.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. Special Assessment District No. 2014-04. Authorize Resolution No. 1 for Special Assessment District No. 2014-04 for the alley bounded by King Street, Clark Avenue, Oliver Street, and First Street for alley improvements.
2. Special Assessment District No. 2014-05. Authorize Resolution No. 1 for Special Assessment District No. 2014-05 for the alley bounded by Williams, Ball, Mason, and Water Streets for alley improvements.
3. Special Assessment District No. 2014-06. Authorize Resolution No. 1 for Special Assessment District No. 2014-06 for the bounded by Oliver, Ball, Williams, and Water Streets for alley improvements.
4. Special Assessment District No. 2014-04. Authorize Resolution No. 2 for Special Assessment District No. 2014-04, setting a Public Hearing for Monday, July 7, 2014 to receive citizen comments regarding the proposed improvements to the alley bounded by King Street, Clark Avenue, Oliver Street, and First Street.
5. Special Assessment District No. 2014-05. Authorize Resolution No. 2 for Special Assessment District No. 2014-05, setting a Public Hearing for Monday, July 7, 2014 to receive citizen comments regarding the proposed improvements to the alley bounded by Williams, Ball, Mason, and Water Streets.
6. Special Assessment District No. 2014-06. Authorize Resolution No. 2 for Special Assessment District No. 2014-06, setting a Public Hearing for Monday, July 7, 2014 to receive citizen comments regarding the proposed improvements to the alley bounded by Oliver, Ball, Williams, and Water Streets.
7. First Reading and Set Public Hearing – Rezoning of East Main Street. Conduct first reading and set a public hearing for Monday, July 7, 2014 to receive citizen comment regarding the proposal to rezone various parcels along East Main Street to comply with the Master Plan and ease future development of the area.
8. First Reading and Set Public Hearing – Ordinance Amendment. Conduct first reading and set a public hearing for Monday, July 7, 2014 to hear citizen comment regarding the proposed amendment to repeal Chapter 38, Zoning, Article II, Zoning Districts and Map, Section 38-33, Main Street office overlay district, to bring the zoning of the area into compliance with the Master Plan.
9. Boards and Commissions Appointments. Consider the following Mayoral Boards and Commissions appointments:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Virginia Teich*	Council on Aging	06-30-2017
Matthew VanEpps*	Downtown Historic District Commission	06-30-2017
Scott Newman*	Downtown Historic District Commission	06-30-2017

\*Indicates reappointment.

10. 2014-15 Water & Sewer Rates. Approve the proposed water and sewer rates for the 2014-15 fiscal year.
11. Change Order No. 1 – DIG Grant, Part 2. Authorize Change Order No. 1 to the contract with Fishbeck, Thompson, Carr & Huber, Inc. for the DIG Grant, Part 2 increasing the contract amount by \$3,900.00 for geotechnical investigation for new retaining wall construction along the James Miner River Trail.
12. Contract Renewal – General Engineering Services. Approve the required annual renewal of the General Engineering Services contracts with Spicer Group Inc., Fishbeck, Thompson Carr & Huber, Inc., and Fleis & Vandenbrink, Inc. to provide engineering services through June 30, 2015.

13. Professional Services Agreement – North Street Culvert Replacement Project. Approve professional services agreement with Spicer Group, Inc. for engineering services in the form of a study and report for the North Street Culvert Replacement Project in the amount of \$11,000.00.
14. Purchase Authorization – Laserfiche Web Portal. Waive competitive bidding requirements, authorize the purchase of Laserfiche Avante Web Portal software from General Code in the amount of \$10,055.00, and further authorize payment up to the contract amount upon satisfactory installation of the software.
15. Bid Award – Ferric Chloride. Accept low bid from PVS Technologies, Inc. for Ferric Chloride in the amount of \$.53 per pound of iron, with an estimated annual contract of \$38,160.00, and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2015.
16. Bid Award – Sodium Hypochlorite. Accept low bid from Jones Chemical, Inc. for bulk Sodium Hypochlorite in the amount of \$.69 per gallon plus \$85 per truck load for split delivery with an estimated annual contract of \$38,280.00 and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2015.
17. Bid Award - Quicklime. Accept low bid from Graymont Western Lime Corporation for Quicklime in the amount of \$144.00 per ton, with an estimated annual contract of \$115,200.00 and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2015.
18. Bid Award – Sale of Used Street Sweeper. Approve bid from Bell Equipment Company for the sale of one 2006 Elgin Street Sweeper in the amount of \$17,500.00.
19. Warrant No. 483. Authorize Warrant No. 483 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Logicalis, Inc	Network engineering support – May 2014	General	\$ 9,123.00
Mike & Son Asphalt Inc	Release of retainer from Jackson Dr sidewalk project	Streets	\$ 1,000.00
Brown & Stewart PC	Professional services – May 13, 2014 – June 9, 2014	General	\$ 8,876.95

### **ITEMS OF BUSINESS**

1. 2013-14 City Budget Amendment. Consider resolution amending the 2013-2014 budget incorporating adjustments made during the fiscal year (to be distributed by Monday).
2. June 30<sup>th</sup> Early Meeting Time. Consider moving the start time of the June 30<sup>th</sup> meeting to 7:00 p.m. to provide adequate time for discussion of agenda items.
3. Osburn Lakes Development Presentations. Presentations by Osburn Lakes Home Owners Association member Bryan Smith and City Manager Donald Crawford detailing the history of the Osburn Lakes development, the HOA's role in the development, and recommendations for the future.
4. Property Sale—1120-1170 Juniper Street -Twenty One Day Posting. Authorize twenty-one (21) day posting period for sale of city owned property located at 1120-1170 Juniper Street to Laura and Leonard Birchmeier in the amount of \$20,000.00.

## **COMMUNICATIONS**

1. J. Parker, Historical Commission. Letter of resignation.
2. Kevin D. Lenkart, Public Safety Director. May 2014 Police Report.
3. Kevin D. Lenkart, Public Safety Director. May 2014 Fire Report.
4. Downtown Development Authority/Main Street. Minutes of May 7, 2014.
5. Historical Commission. Minutes of May 12, 2014.
6. Zoning Board of Appeals. Minutes of May 20, 2014.
7. Parks & Recreation Commission. Minutes of May 27, 2014.
8. Planning Commission. Minutes of May 27, 2014.

## **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, June 30, 2014 – Work Session  
Monday, July 07, 2014 – Regular Meeting

### **BOARDS AND COMMISSIONS OPENINGS**

Historical Commission (2), terms expiring December 31, 2016

### **ADJOURNMENT**

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes 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 or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 or at (989) 725-0500. The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).

**OWOSSO CITY COUNCIL**

**JUNE 2, 2014**

**7:30 P.M.**

**PRESIDING OFFICER:** MAYOR BENJAMIN R. FREDERICK

**OPENING PRAYER:** REVEREND RAY STRAWSER  
MEMORIAL HEALTHCARE HOSPICE

**PLEDGE OF ALLEGIANCE:** MAYOR BENJAMIN R. FREDERICK

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, David B. Bandkau, Burton D. Fox, Elaine M. Greenway, and Robert J. Teich, Jr.

**ABSENT:** None.

**APPROVE AGENDA**

Motion by Mayor Pro-Tem Eveleth to approve the agenda with the following change:

Add Special Presentation

1. Corunna Public Schools – Certificate of Appreciation

Motion supported by Councilperson Fox and concurred in by unanimous vote.

**APPROVAL OF THE MINUTES OF SPECIAL MEETING OF MAY 14, 2014**

Motion by Councilperson Bailey to approve the Minutes of the Special Meeting of May 14, 2014 as presented.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 19, 2014**

Motion by Councilperson Fox to approve the Minutes of the Special Meeting of May 14, 2014 as presented.

Motion supported by Councilperson Bailey and concurred in by unanimous vote.

**STUDENT REPRESENTATIVE REPORT**

None.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**CORUNNA PUBLIC SCHOOLS – RECOGNITION OF STUDENT PARTICIPATION IN PUBLIC SAFETY TRAINING**

This item was added to the agenda.

Public Safety Director Kevin Lenkart and Police Officer Matthew Fray presented a certificate of appreciation to the Corunna High School Drama Club to thank them for their participation in the recent emergency preparedness training exercise, assisting all county first responders by giving them a realistic hands-on experience in responding to a large scale emergency. Corunna Superintendent David Moore

and teachers Mike Windnagle and Robyn Lentz were on hand to receive the certificate on behalf of the Drama Club.

## **PUBLIC HEARINGS**

### **ORDINANCE AMENDMENT – CHAPTER 2, HISTORICAL COMMISSION**

The proposed amendment would adjust the stated purpose of the Historical Commission.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 2, Administration, Article IV, *Boards and Commissions*, Division 2, Historical Commission.

There were no citizen comments.

Councilperson Greenway indicated she felt the amendment was well written and would be a distinct improvement over the current language.

Historical Properties Director Mitchell Speers indicated this amendment had been in the works for some time and he felt it would help to better define the mission of the Historical Commission going forward.

Councilperson Bandkau inquired how the amendment would make the Commission more effective. It was noted that one big change was to remove the directive to concentrate on the arts. The amendment also removed some duties from the Commission with the idea they would be taken over by the Director.

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Eveleth that the following ordinance be adopted:

### **ORDINANCE NO. 750**

#### **AMENDMENT TO DIVISION 2, CHAPTER 2, ADMINISTRATION OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN, HISTORICAL COMMISSION**

WHEREAS, the city of Owosso has previously adopted ordinances creating and governing a historical commission; and

WHEREAS, the city has changed since the adoption of the ordinances creating and governing the historical commission which necessitates the modification of Division 2.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 2, Administration, Article IV, Boards and Commissions, Division 2, Historical Commission, of the *Code of Ordinances of the City of Owosso, Michigan* be amended as follows:

SECTION 1. REPEAL AND ADDITIONS. That Chapter 2, Administration, Division 2, Historical Commission, of the *City of Owosso Code of Ordinances*, be amended by repealing and adding sections as follows:

#### **DIVISION 2. HISTORICAL COMMISSION**

**Sec. 2-226. Established.**

**Sec. 2-227. Purpose.**

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

**Sec. 2-229. Reserved.**

**Sec. 2-230. General duties.**

**Sec. 2-231. Curwood Castle.**

**Sec. 2-232. Donations.**

**Sec. 2-233. Program sponsorship.**

**Sec. 2-234. Committees.**

**Secs. 2-235--2-239. Reserved.**

**Sec. 2-226. Established.**

**The Owosso Historical Commission for the city is hereby established.**

The following Sec. 2-227. Purpose shall be deleted in its entirety.

~~Sec. 2-227. Purpose.~~

~~The purpose of the historical 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. (Art shall include, but not restricted to, architecture, dance, drama, literature, music, painting and sculpture.)~~

The following shall be added as Sec. 2-227 Purpose.

**Sec. 2-227. Purpose.**

**The purpose of the historical commission shall be to recognize, preserve and bring public attention to the city's historical treasures.**

The following Sec. 2-228. Members; appointment, terms, etc. shall be deleted in its entirety.

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

~~The members of the historical commission shall be appointed by the council. Membership shall consist of one (1) member from the council and eight (8) members at large appointed for three-year terms. Qualifications for the eight (8) members at large shall be the same as for the council. The terms of three (3) members at large shall expire as of December 31, 2013, and December 31, 2014, respectively, and the terms for the remaining two (2) at large members shall expire as of December 31, 2015. 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.~~

The following shall be added as 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 eight (8) 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.

The following Sec. 2-229. Ex-officio members shall be deleted in its entirety.

~~Sec. 2-229. Ex-officio members.~~

~~Upon recommendation of the historical commission, the council may appoint ex officio members to the commission who do not have the qualifications for membership as required above. The ex officio members so appointed shall not have a vote on the historical commission, but shall sit in on an advisory capacity.~~

The following Sec. 2-230. General duties shall be deleted in its entirety

~~Sec. 2-230. General duties.~~

~~The historical commission shall be responsible for the permanent perpetuation of the history of the city through such means as may be developed by the commission and approved by the council and to include, but not be limited to:~~

- ~~(1) Receipt, cataloging and preservation and security of articles of historic interest as determined by the commission.~~
- ~~(2) Displaying for the public of artifacts through cooperation with other organizations and the council.~~
- ~~(3) Encourage the preservation and perpetuation of historic architecture in the city, and particularly in such historic districts in the city as may be established from time to time in accordance with the principles set forth by the National Trust for Historic Preservation.~~

The following shall be added as Sec. 2-230 General duties.

**Sec. 2-230. General duties.**

**The historical commission shall be responsible for the permanent perpetuation of the city's history through means developed by the commission, to include, but not be limited to:**

- (1) Receipt, cataloging, preservation and security of articles of historic interest as determined by the commission.**
- (2) Displaying of artifacts for the public through cooperation with other organizations and the city council.**
- (3) Encouragement of the preservation and perpetuation of historic architecture in the city.**

The following Sec. 2-231. Curwood Castle shall be deleted in its entirety.

~~Sec. 2-231. Curwood Castle.~~

~~The historical commission shall be responsible for the permanent perpetuation and use of Curwood Castle and its adjoining park by such maintenance and operational programs and rules and regulations as may be proposed by the commission and approved by the council.~~

The following shall be added as Sec. 2-231 Curwood Castle.

**Sec. 2-231. Curwood Castle.**

**The historical commission shall be responsible for the permanent perpetuation and use of Curwood Castle and nearby historic buildings by such maintenance and operational programs and rules and regulations as may be proposed by the commission.**

The following Sec. 2-232. Donations shall be deleted in its entirety.



~~Sec. 2-232. Donations.~~

~~The historical commission shall be empowered to receive gifts and donations in the name of the city for the purposes of the commission, and shall have the sole right of determination of the use of such gifts and donations. An annual audit of gifts, donations, and disposition at a regular meeting thereof.~~

The following shall be added as Sec. 2-232 Donations.

**Sec. 2-232. Donations.**

**The historical commission shall be empowered to receive gifts and donations of money and personal property in the name of the city for the purposes of the commission and shall have the sole right to determine the use of such gifts and donations. Disposal of personal property shall be in accordance with Sec 2-347.**

The following Sec. 2-233. Program sponsorship shall be deleted in its entirety.

~~Sec. 2-233. Program sponsorship.~~

~~The historical commission shall sponsor programs for public appreciation of the arts.~~

The following shall be added as Sec. 2-233 Program sponsorship.

**Sec. 2-233. Program sponsorship.**

**The historical commission shall sponsor programs for public appreciation of the city's historical treasurers.**

The following Sec. 2-234. Committees shall be deleted in its entirety.

~~Sec. 2-234. Committees.~~

~~The historical commission shall be empowered to appoint such committees as may be found necessary to accomplish the purposes of this division. Qualifications of committee members shall be as by policy adopted by the commission and approved by the council.~~

The following shall be added as Sec. 2-234 Committees.

**The historical commission shall be empowered to appoint committees as necessary. Qualifications of committee members shall be as by policy adopted by the commission.**

Sections 235--239. Reserved

SECTION 4. SEVERABILITY. The various sections and provisions of this ordinance shall be deemed to be severable, and should any section or provision of this ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this ordinance as a whole or any section or provision of this ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 5. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 6. EFFECTIVE DATE. This amendment shall become effective July 23, 2014.

SECTION 7. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Councilpersons Fox, Greenway, Bailey, Teich, Bandkau, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

### **CITIZEN COMMENTS AND QUESTIONS**

Eddie Urban, 601 Glenwood Avenue, volunteered himself as a "stunt man" for future emergency training exercises as he has suffered numerous serious injuries over the years and he could lend his experience to add to the realism of the training. He also encouraged everyone to thank emergency responders for what they do.

Laura Birchmeier, 1140 Jackson Drive, indicated she and her husband had submitted the offer for the property on Juniper Street that is the subject of discussion tonight. She said she believes her offer is more than fair when compared to the price of other lot sales in the subdivision. She said she has wanted to purchase the property for a number of years and intends to build a new home on the combined lots.

Richard Theile, 1331 Jackson Drive, president of the Osburn Lakes Condominium Association, said he like the idea of selling the lots but wondered if the property would be considered part of the Association as it is outside the boundaries for Phase 1 of the subdivision, if so he felt the Association should be more directly involved in the transaction. He also encouraged the City to consider amending the Master Deed for the development to allow for larger lots and combined lots in an effort to entice sales, though he cautioned that if the undeveloped area is to be included in the Association that consistency is a must.

Mayor Frederick thanked the Veterans and the citizens that turned out for the Veteran's Day Parade. He also thanked the Baker College Maintenance Department and Life in Christ Church for their work on the Helping Hand project at 805 South Cedar Street saying they all worked very hard to improve the home for the Veteran living there.

Councilperson Fox reported that the Baker College Diesel mechanics class had successfully restored the 1921 LaFrance pumper truck to running condition and the vehicle would be on display during the Train Expo to help raise funds for the proposed firemen's memorial. He also noted volunteers would be needed to help with fundraising.

Councilperson Bailey said the SRI volunteer coordinator had expressed her thanks to the City for working with them so diligently on the Train Expo. She also inquired whether the City had ever sprayed for mosquitos in the past.

### **CITY MANAGER REPORT**

City Manager Crawford indicated he had no knowledge of the City spraying for mosquitos in the past. He said fogging is many times not very effective and the targeting of mosquito breeding areas usually yields better results. There was discussion regarding posting something on the website to encourage people to remove standing water and whether fogging could be a possibility.

### **CONSENT AGENDA**

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

First Reading and Set Public Hearing – Ordinance Amendment. Conduct first reading and set a public hearing for Monday, June 2, 2014 to hear citizen comment regarding the proposed amendment to Chapter 19, Offenses, Article V, Offenses Against Public Peace, Section 19-89, Curfews for minors to adjust the age of those affected by the curfew to match State law as follows:

**RESOLUTION NO. 68-2014**

**SETTING A PUBLIC HEARING FOR  
AN ORDINANCE AMENDING SECTION 19-89 (b)  
OF THE OWOSSO CITY CODE REGARDING  
CURFEWS FOR MINORS**

WHEREAS, the City of Owosso has an ordinance on its books prohibiting minors age 17 and under from loitering and congregating in public areas at unacceptable hours; and

WHEREAS, the State of Michigan defines minors as being 16 years of age and under; and

WHEREAS, this discrepancy should be remedied to avoid conflict and confusion.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 19, Offenses, Article V, Offenses against public peace, Section 19-89, Curfews for minors, be amended as follows:

SECTION 1. Section 19-89 (b) of the Owosso City Code is hereby amended to read:

**Sec. 19-89(b). Curfews for minors.**

No minor, ~~seventeen (17)~~ **sixteen (16)** years of age or under, shall loiter, idle or congregate on any public area, street, highway, alley or park between the hours of 12:00 midnight and 6:00 a.m. immediately following, except where the minor is accompanied by a parent or guardian, or an adult delegated by the parent or guardian to accompany the minor, or where the minor is upon an errand or other legitimate business directed by his parent or guardian.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

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

SECTION 4. PUBLIC HEARING. A public hearing is set for Monday, June 16, 2014 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

Boards and Commissions Appointments. Consider the following Mayoral Boards and Commissions appointments:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Richard Williams*	Building Authority	06-30-2017
David Acton*	DDA/Main Street Board	06-30-2018
Kenn Cushman*	DDA/Main Street Board	06-30-2018
Meredith Landino*	DDA/Main Street Board	06-30-2018
Christopher Eveleth*	Zoning Board of Appeals	06-30-2017

\*Indicates reappointment

Traffic Control Order No. 1315. Approve Traffic Control Order No. 1315 authorizing the removal of four parallel parking spaces on the east side of the 100 block of North Park Street to accommodate revised lane assignments for south-bound traffic.

Contract Adjustment – Curwood Castle Couches. Approve adjustment to the contract with Melco Interiors of Owosso for the creation of two custom couches for Curwood Castle to reflect the fact the vendor requires a 50% deposit at the time of the order as follows:

**AMENDED RESOLUTION NO. 27-2014**

**RESOLUTION AUTHORIZING  
THE PURCHASE OF CUSTOM COUCHES FOR CURWOOD CASTLE  
FROM MELCO INTERIORS OF OWOSSO, MICHIGAN**

WHEREAS, the Owosso Historical Commission, a Charter Commission of the City of Owosso, has been charged with the responsibility of maintaining the historic buildings owned by the City, and of promoting the appreciation of architecture and history to the general public and citizens alike and collecting and displaying object of historical interest; and

WHEREAS, the Owosso Historical Commission has determined that Owosso's most iconic building is Curwood Castle, and that Curwood as an author and conservationist is largely unappreciated and undervalued; and

WHEREAS, the Owosso Historical Commission determined by vote to elevate Curwood Castle to a first rate museum by increasing interest both in the man Curwood and his body of works, and the historic building itself; and

WHEREAS, the Owosso Historical Commission approved by vote to refurbish the Castle according to existing photos of the Great Room with Curwood present; and

WHEREAS, the Owosso Historical Commission voted to earmark monies earned from the Owosso Historic Home Tour to recreate the atmosphere and setting of Curwood's time at his Castle, replicating the interior furnishings according to the existing photos; and

WHEREAS, Owosso Historical Commission the has selected for purchase custom-made sofas as some of the first items to be added to furnish the Castle; and

WHEREAS, the has Owosso Historical Commission selected local vendor Melco Interiors to perform this work based on historically related products they have produced or refurbished in the past.

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

FIRST: The Owosso City Council concurs with the Historical Commission that it is beneficial to preserve and promote the history of one of the City's foremost citizens and to increase tourism through careful additions to the collection of Curwood Castle.

SECOND: The Council hereby approves of the purchase of two custom sofas from Melco Interiors of Owosso for display in Curwood Castle.

THIRD: Expenses in the amount of \$5,389.20 shall be paid from the Owosso Historical Commission Historic Home Tour Fund.

**FOURTH: It is hereby authorized the payment of a \$2,694.60 deposit with the balance of \$2,964.60 to be paid upon satisfactory completion of the project.**

Change Order No. 1 – DIG Project Part 1 & 3. Approve Change Order No. 1 to the contract with Fleis & Vandendbrink Engineering Inc. for the DIG Project, Parts 1 & 3, to add additional work beyond the scope of the original contract in the amount of \$4,650.00 as follows:

**RESOLUTION NO. 69-2014**

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH  
FLEIS & VANDENBRINK ENGINEERING, INC. FOR  
ENGINEERING SERVICES FOR DOWNTOWN INFRASTRUCTURE GRANT PROJECT  
PARTS 1&3**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fleis & Vandenbrink Engineering Inc. on April 21, 2014 for Engineering Services for the Downtown Infrastructure Grant Project Parts 1&3; and

WHEREAS the city requests additional services of the consultant to analyze existing site conditions of the project site(s) and finds it necessary to perform additional work beyond the original contractual scope of services; and

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fleis & Vandenbrink Engineering Inc. for a cost to the City of Owosso of \$4,650.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Amendment #1 to the Contract between the City of Owosso, Michigan and Fleis & Vandenbrink, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$57,693.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of stated work. The above expenses shall be paid from the Contractual Services Fund, Account No. 494-901-965.585.

Change to Standard Lighting Contract. Approve amendment to the Standard Lighting Contract with Consumers Energy to reflect the installation of one standard high intensity discharge light at the intersection of Hopkins Lake Drive and Palmer Avenue and authorize the Mayor and City Clerk to execute appropriate documents as follows:

**RESOLUTION NO. 70-2014**

**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING CONTRACT**

Consumers Energy Company is authorized as of May 29, 2014, by the City of Owosso, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Owosso, dated October 01, 2013.

1. General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge as identified in Exhibit A.

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated October 01, 2013, shall remain in full force and effect.

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Owosso, dated October 01, 2013, in accordance with the Authorization for Change in Standard Lighting Contract dated as of June 2, 2014, heretofore submitted to and considered by this Council; and

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

Change Order No. 1-Final – 2014 South Park Street Improvement Project, Phase 1. Approve Change Order No. 1-Final to the 2014 South Park Street Improvement Project, Phase 1 contract with Perrin Construction Co., Inc., increasing the amount of the contract \$2,581.09 for additional labor and materials needed to complete the project as follows:

**RESOLUTION NO. 71-2014**

**AUTHORIZING CHANGE ORDER NO. 1-FINAL TO THE CONTRACT FOR  
2014 SOUTH PARK STREET IMPROVEMENT PROJECT, PHASE 1  
WITH PERRIN CONSTRUCTION COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has approved a contract with Perrin Construction Co., Inc. on February 18, 2014 in the amount of \$46,486.00 for the 2014 South Park Street Improvement Project, Phase 1 ; and

WHEREAS, additional materials and labor were required to complete the project pursuant to Change Order #1-Final in the amount of \$2,581.09 (i.e. furnish and install pea stone in existing pit next to Lebowsky Center, drill holes in bottom of pit, furnish and install two layers of geotextile.), increasing the contract to \$49,067.09 ; and

WHEREAS, the work is now complete and eligible for payment.

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 contract with Perrin Construction Co. Inc., for a cost to the City of Owosso of \$2,581.09, increasing the original contract from \$46,486.00 to \$49,067.09.
- SECOND: The mayor and city clerk are instructed and authorized to approve Change Order #1-Final between the City of Owosso, Michigan and Perrin Construction Co., Inc. in the amount of \$49,067.09.
- THIRD: The above expenses shall be paid from the proceeds of the 2010 General Obligation Unlimited Tax Bonds.

Payment Authorization – 2014 South Park Street Improvement Project, Phase 1. Approve Final Payment to Perrin Construction Co., Inc. for work completed on the 2014 South Park Street Improvement Project, Phase 1, including Change Order No. 1-Final, in the amount of \$17,998.82 as follows:

**RESOLUTION NO. 72-2014**

**AUTHORIZING PAYMENT TO PERRIN CONSTRUCTION CO. INC.,  
FOR WORK COMPLETED ON THE  
2014 SOUTH PARK STREET IMPROVEMENT PROJECT, PHASE 1  
AS AMENDED BY CHANGE ORDER #1-FINAL**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has approved a contract with Perrin Construction Co., Inc. for the 2014 South Park Street Improvement Project, Phase 1 and found it necessary and beneficial to amend the original contract as detailed in Change Order #1-Final; and

WHEREAS, the work is complete and is now eligible for payment; and

WHEREAS, the City project manager recommends Pay Estimate #3-Final in the amount of \$17,998.82 for work completed through April 21, 2014, as agreed to by Perrin Construction Co., Inc.

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 contract with Perrin Construction Co. Inc., for work completed on the 2014 South Park Street Improvement Project, Phase 1, as amended by Change Order #1-Final.
- SECOND: The accounts payable department is authorized to submit payment to Perrin Construction Co., Inc. in the amount of \$17,998.82 as detailed on the attached Payment Estimate #3-Final as authorized by Council on June 2, 2014.
- THIRD: The above expenses shall be paid from 2010 General Obligation Unlimited Tax Bonds.

New Front End Loaders – Contract Adjustment. Adjust the contract with AIS Construction Equipment Corporation for the purchase of two new John Deere Loaders, bringing the total contract to \$282,558.00, to reflect the fact the City will no longer be trading in the current loaders but will be selling them on the open market as follows:

**RESOLUTION NO. 73-2014  
AMENDING RESOLUTION NO. 10-2014**

**RESOLUTION AUTHORIZING AN ADJUSTMENT TO THE CONTRACT  
WITH AIS CONSTRUCTION EQUIPMENT CORPORATION FOR THE PURCHASE  
OF TWO NEW JOHN DEERE LOADERS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved the purchase of two new John Deere loaders for a total of \$218,558.00 from AIS Construction Equipment Corporation on February 3, 2014; and

WHEREAS, this contract price reflected a trade in value of \$64,000.00 for two used loaders; and

WHEREAS, the City of Owosso decided to use the MITN online auction service to sell the two used loaders, in an effort to secure a higher price for the equipment; and

WHEREAS, the original contract with AIS Construction Equipment Corporation must be amended to reflect the adjusted purchase price without credit for trade in equipment.

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 adjust the contract with AIS Construction Equipment Corporation for the purchase of two new John Deere loaders to \$282,558.00, removing the trade in credit of \$64,000.
- SECOND: The mayor and city clerk are instructed and authorized to execute appropriate documents to complete the adjustment.
- THIRD: The Accounts Payable Department is hereby authorized to adjust the Purchase Order for payment to AIS Construction Equipment Corporation in an amount not to exceed \$282,558.00 upon satisfactory receipt of the named equipment.

Bid Award – Sale of Used Front End Loaders. Approve the bid of Nolan's Farm Equipment, Inc. for two 1999 John Deere Front End Loaders (#3608 & #3592) in the amount of \$58,600.00 as follows:

**RESOLUTION NO. 74-2014**

**RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTS  
FOR THE SALE OF TWO (2) USED JOHN DEERE FRONT END LOADERS  
TO NOLAN'S FARM EQUIPMENT, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has established a purchasing cycle to maintain a healthy work vehicle fleet; and

WHEREAS, as part of this purchasing cycle older vehicles are retired and sold to the highest bidder; and

WHEREAS, the City of Owosso used the MITN online auction service to sell this equipment at a processing fee of 5% of the bid; and

WHEREAS, a bid solicitation for said used equipment was advertised and responsive bids were received from Joe Nolan of Nolan's Farm Equipment, Inc. in the amount of \$75,500.00; and

WHEREAS, subsequent to the bid one of the loaders suffered severe mechanical problems, and Nolan's Farm Equipment, Inc. negotiated a reduced bid of \$58,600.00 as follows:

\$20,000.00 for one (1) 1999 John Deere Front End Loader, #DW544HX573608  
\$38,600.00 for one (1) 1999 John Deere Front End Loader, #DW544HX573592

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 sell the named equipment to the high bidder as detailed above.

SECOND: The mayor and city clerk are instructed and authorized to execute appropriate documents to complete the sale of these items.

Purchase Authorization – File Server. Waive competitive bidding requirements, authorize the purchase of one HP ProLiant DL360p Gen8 rack mountable file server for the IT Department through the National Joint Powers Alliance contract with CDW-G in the amount of \$8,035.50, and further authorize payment up to the contract amount upon satisfactory receipt of the equipment as follows:

**RESOLUTION NO. 75-2014**

**RESOLUTION AUTHORIZING PURCHASE OF A NEW FILE SERVER  
FROM CDW-G**

WHEREAS, the City of Owosso, Shiawassee County, Michigan finds it necessary and advisable to purchase a rack mountable file server for the Information Technology department; and

WHEREAS, the City of Owosso, technical staff have determined the best possible price meeting the city's specifications for the file server would be to purchase through the National Joint Powers Alliance; and

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

WHEREAS, this purchase is a budgeted item in the Information Technology department, account number



101-258-978000.

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 an HP ProLiant DL360p Gen8 rack mountable file server from the National Joint Powers Alliance contract with CDW-G for a cost not to exceed \$8,035.50
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached,
- THIRD: The above expenses are hereby authorized to be paid from the General Fund, account number 101-258-978000 upon delivery and departmental verification of contract compliance.

Purchase Authorization - Castle Floor Refinishing. Waive competitive bidding requirements, authorize a contract with Accent Hardwood Floors, Inc. for the refinishing of the wood floors at Curwood Castle in the amount of \$7,831.60 and further authorize payment up to the contract amount per the terms of the estimate as follows:

**RESOLUTION NO. 76-2014**

**AUTHORIZING THE WAIVER OF THE BID PROCESS AND APPROVAL OF A CONTRACT WITH  
ACCENT HARDWOOD FLOORS, INC.,  
FOR REPAIR AND REFINISHING OF THE WOOD FLOORS AND STEPS OF  
CURWOOD CASTLE**

WHEREAS, the Owosso Historical Commission, a Charter Commission of the City of Owosso, has been charged with the responsibility of maintaining the historic buildings owned by the City, and of promoting the appreciation of architecture and history to the general public and citizens alike and collecting and displaying objects of historical interest; and

WHEREAS, the Owosso Historical Commission has determined that Owosso's most iconic building is Curwood Castle; and

WHEREAS, the Owosso Historical Commission is determined to elevate Curwood Castle to a first rate museum by increasing interest both in the man Curwood and his body of works, and the historic building itself; and

WHEREAS, the Owosso Historical Commission determined by vote to have Dick Martin, of Accent Hardwood Floors, Inc. repair and refinish the wood flooring and steps of Curwood Castle; and

WHEREAS, there are sufficient funds in the current budget of the Owosso Historical Commission's Curwood Castle/Buildings and Grounds account for such work.

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

- FIRST: the City of Owosso determines it beneficial to preserve and promote the history of one of its foremost citizens and to increase tourism through the careful restoration of Curwood Castle.

SECOND: that the competitive bid process be waived and that a contract be awarded to Dick Martin, of Accent Hardwood Floors, Inc. for repair and refinishing of the wood floors and steps of Curwood Castle in the amount of \$7,831.60.

THIRD: the Accounts Payable department is authorized to issue payment up to the amount of \$7,831.60, per the terms of the attached Estimate.

FOURTH: funds for said work shall be paid from the Owosso Historical Commission/Curwood Castle Buildings and Grounds.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Greenway, Teich, Bandkau, Bailey, Fox, and Mayor Frederick.

NAYS: None.

Mayor Frederick thanked those that volunteered their time to serve on City boards and commissions.

### **ITEMS OF BUSINESS**

#### **GENERAL APPROPRIATIONS RESOLUTION – REVISED**

Motion by Mayor Pro-Tem Eveleth to authorize rescinding Resolution No. 64-2014 and approving a revised General Appropriations Resolution reflecting a downward adjustment in the millage levied for SATA as follows:

#### **RESOLUTION NO. 77-2014**

#### **GENERAL APPROPRIATIONS RESOLUTION - 2014-15**

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2014 and held a public hearing on May 5, 2014; and

WHEREAS, it is the intent of the City Council to levy ad valorem and specific property taxes for general operating purposes of the City; for payment of principal and interest on voted indebtedness; and for special voted millage to support public transportation, based on the budget summary for fiscal year 2014-15 attached hereto and made part hereof; and

WHEREAS, the general property tax laws, specifically, MCL 211.34(d) provide for a compound millage reduction calculation applied to the City Charter maximum authorized operating millage rate of fifteen mills per thousand of taxable value; and

WHEREAS, this millage reduction commonly known as the Headlee rollback results in a maximum operating millage rate of 13.0370 for which the City is authorized to levy; and

WHEREAS, the Garbage Disposal Plants Act, MCL 123.261, allow for the City to levy up to three mills on all taxable property to provide for the collection and disposal of certain solid wastes; and

WHEREAS, it has been determined that a levy of one mill per \$1,000 of taxable value is required to operate a solid waste recycling program; and

WHEREAS, the voters approved, by a majority, in an election held on August 7, 2012, a millage, not to exceed .3333 mills per \$1,000 of taxable value to support public transportation; and

WHEREAS, the board of the Shiawassee Area Transportation Authority have requested funding from the City equating to a millage of .2634 mills per thousand of taxable value for which the City is authorized to levy; and

WHEREAS, it has been determined that a millage rate of .2728 mills per thousand of taxable value is required for the annual debt service on unlimited tax general obligations bonds;

NOW THEREFORE, BE IT RESOLVED, that the tax levy for the fiscal year commencing July 1, 2014 shall be the rate of 14.5732 per \$1,000 of taxable value of the 2014 assessment roll as approved by the Board of Review; and

The total levy shall be composed of the constituent rates for purposes and with revenue yields described as follows:

GENERAL OPERATING	13.0370	\$3,122,191
GARBAGE DISPOSAL	1.0000	\$239,486
DEBT SERVICE	.2728	\$65,332
SATA	<u>.2634</u>	<u>\$65,435</u>
	14.5732	\$3,492,444

Motion supported by Councilperson Greenway.

Roll Call Vote.

AYES: Councilpersons Bandkau, Bailey, Greenway, Fox, Teich, Mayor Pro-Tem Eveleth, and Mayor Frederick.

NAYS: None.

#### **PROPERTY SALE DISCUSSION – OSBURN LAKES UNDEVELOPED PROPERTY**

The Council discussed the potential sale of city owned property at 1120-1170 Juniper Street located in the yet undeveloped portion of the Osburn Lakes Subdivision. There was talk regarding who owns the streets in the subdivision, what condo association dues are used for, whether to include the property in the existing association, and getting more information on the history of the development.

Motion by Councilperson Bailey to authorize the 21-day posting for the property at 1120-1170 Juniper Street.

There was debate as to whether the sale should be officially posted now or if the posting should wait until Council has more information on the bigger picture of the development.

Councilperson Fox asked if Councilperson Bailey would consider amending her motion to include a request for an agenda item on the June 16<sup>th</sup> agenda to discuss the matter further.

Councilperson Bailey agreed to the friendly amendment and the motion was supported by Councilperson Fox.

Discussion continued regarding the timing of the 21-day posting and allowing more time for Council to educate themselves on the project.

Councilperson Bailey rescinded her motion.

Motion by Councilperson Teich to set a staff presentation on the history of the Osburn Lakes development for the June 16<sup>th</sup> meeting, along with consideration to authorize the 21-day posting period. Further, discussion of the development will be added to the June 30<sup>th</sup> planning session agenda.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilperson Greenway, Mayor Pro-Tem Eveleth, Councilpersons Bandkau, Teich, and Mayor Frederick.

NAYS: Councilpersons Fox and Bailey.

City Manager Crawford indicated he would try to get information on the development to Council within the next few days.

### **COMMUNICATIONS**

None.

### **CITIZEN COMMENTS AND QUESTIONS**

Eddie Urban, 601 Glenwood Avenue, expressed his concern about the collapse in an old abandoned sewer line in the Matthews Building parking lot presenting a danger during Curwood. He also encouraged people to build bat houses to help combat mosquitos.

Ray Strawser indicated he now lives in Saginaw County and they spray periodically for mosquitos. He said he felt it was very effective though there may be some health issues to consider with spraying.

Councilperson Bandkau noted that with the coming Curwood Festival Owosso will be experiencing the end of an era with the final TMB performance under long-time band director Carl Knipe.

Councilperson Fox encouraged people to plant marigolds to chase mosquitos away.

Councilperson Bailey inquired about the status of the way-finding signs saying it would be nice to have them up for Curwood and the Train Expo. It was noted the frames have been constructed but the DDA ran out of money to purchase the inserts.

### **NEXT MEETING**

Monday, June 16, 2014

### **BOARDS AND COMMISSIONS OPENINGS**

None.

### **ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:49 p.m.

Motion supported by Councilperson Fox and concurred in by unanimous vote.

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk



202 S. WATER • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 •

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# *MEMORANDUM*

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DATE: May 22, 2014

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Change in City Ordinance 19-89(b)

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**Recommendation:**

I recommend Council approve the attached resolution setting a public hearing for Jun 16<sup>th</sup>, 2014 to receive citizen comment regarding the proposal to change Owosso City Ordinance 19-89 (b).

**Background:**

The current Owosso City Ordinance 19-89 (b) regarding curfew for minors says that minors (17) seventeen years of age may not be out in a public area between 12:00 midnight and 6:00 am. MCLA 722-752 defines a minor as being 16 years of age and under. The amended Owosso City Ordinance would make us consistent with Michigan State Law.

**ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 19-89 (b)  
OF THE OWOSSO CITY CODE REGARDING  
CURFEWS FOR MINORS**

WHEREAS, the City of Owosso has an ordinance on its books prohibiting minors age 17 and under from loitering and congregating in public areas at unacceptable hours; and

WHEREAS, the State of Michigan defines minors as being 16 years of age and under; and

WHEREAS, this discrepancy should be remedied to avoid conflict and confusion.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 19, Offenses, Article V, Offenses against public peace, Section 19-89, Curfews for minors, be amended as follows:

SECTION 1. Section 19-89 (b) of the Owosso City Code is hereby amended to read:

**Sec. 19-89(b). Curfews for minors.**

No minor, sixteen (16) years of age or under, shall loiter, idle or congregate on any public area, street, highway, alley or park between the hours of 12:00 midnight and 6:00 a.m. immediately following, except where the minor is accompanied by a parent or guardian, or an adult delegated by the parent or guardian to accompany the minor, or where the minor is upon an errand or other legitimate business directed by his parent or guardian.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective July 7, 2014.

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



## MEMORANDUM

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

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DATE: June 16, 2014

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: 2014 Public Alley Paving Program – Special Assessment Resolution No. 1

When deemed necessary, the city conducts an alley paving program. Public alleys are selected for inclusion in the program either by citizen initiated petition or by selection by the city. A special assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments over 10 years at 6 percent interest. The property owner can pay an assessment in one lump sum or in installments over the 10 year period.

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

Step One/Resolution No. 1 identifies the special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements.

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

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

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

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

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

Staff recommends authorization of Resolution No. 1 and Resolution No. 2 for the following three proposed projects:

The public alley that exists in Block 2 of H N and S A Williams Addition, City of Owosso, from First Street southeast to Clark Avenue. (Bounded by King Street, Clark Avenue, Oliver Street, and First Street.)

The public alley that exists in Block 13 of Original Plat, City of Owosso, from W. Mason Street north to W. Williams Street. (Bounded by Williams, Ball, Mason, and Water Streets.)

The public alley that exists in Block 4 of Original Plat, City of Owosso, from W. Williams Street north to W. Oliver Street. (Bounded by Oliver, Ball, Williams, and Water Streets.)



**Special Assessment Resolution No. 2 for Block 2 of H N and S A Williams Addition, Public Alley**

Special Assessment District No. 2014-04

**Block 2 of H N and S A Williams Addition, Public Alley, from First Street to Clark Avenue**

**RESOLUTION NO.**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Block 2 of H N and S A Williams Addition, Public Alley, from First Street to Clark Avenue Alley Resurfacing**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$14,042.60 and determines that \$5,617.04 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$8,425.56 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, July 7, 2014 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Block 2 of H N and S A Williams Addition, Public Alley, from First Street to Clark Avenue**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Alley Resurfacing.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, July 7, 2014 for the purpose of hearing any person to be affected by the proposed public improvement.

**Special Assessment Resolution No. 2 for Block 13 of Original Plat, City of Owosso, Public Alley**

Special Assessment District No. 2014-05

**Block 13 of Original Plat, City of Owosso, Public Alley, from Mason Street to Williams Street**

**RESOLUTION NO.**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Block 13 of Original Plat, City of Owosso, Public Alley, from Mason Street to Williams Street  
Alley Resurfacing**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$19,136.70 and determines that \$7,654.68 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$11,482.02 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, July 7, 2014 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Block 13 of Original Plat, City of Owosso, Public Alley, from Mason Street to Williams Street**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Alley Resurfacing**.

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, July 7, 2014 for the purpose of hearing any person to be affected by the proposed public improvement.

**Special Assessment Resolution No. 2 for Block 4 of original Plat, City of Owosso, Public Alley, from Williams Street to Oliver Street**

Special Assessment District No. 2014-06

**Block 4 of Original Plat, City of Owosso, Public Alley**

**RESOLUTION NO.**

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

**Block 4 of Original Plat, City of Owosso, Public Alley, from Williams Street to Oliver Street Alley Resurfacing**

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth is necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$12,446.50 and determines that \$4,978.60 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$7,467.90 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, July 7, 2014 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Block 4 of Original Plat, City of Owosso, Public Alley, from Williams Street to Oliver Street**

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: **Alley Resurfacing.**

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

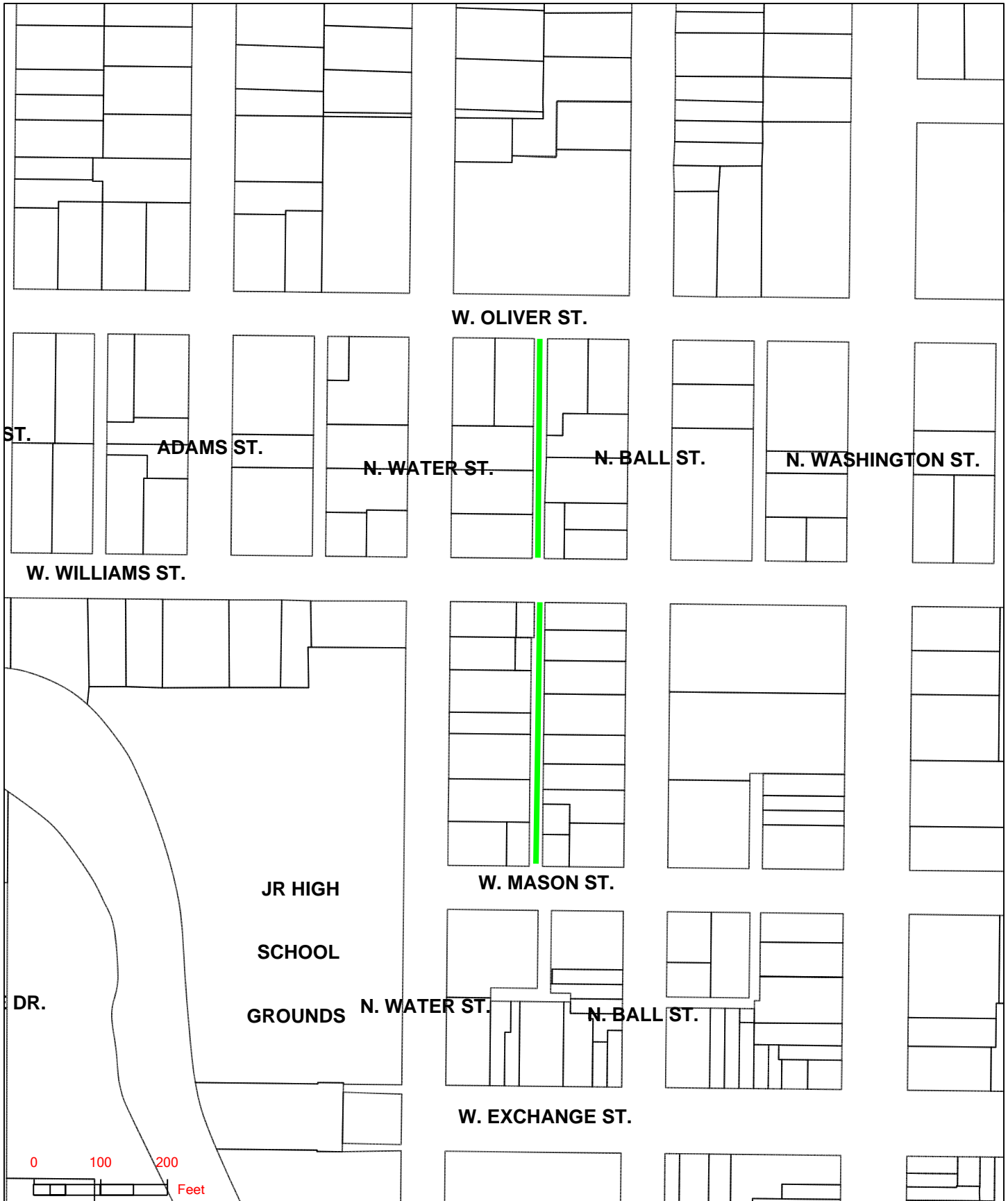
TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, July 7, 2014 for the purpose of hearing any person to be affected by the proposed public improvement.

# OWOSSO



# OWOSSO







## MEMORANDUM

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

**DATE:** June 12, 2014  
**TO:** City Council  
**FROM:** Susan Montenegro, Asst. City Manager/Community Development Director

**SUBJECT:**

The Planning Commission voted at its regular meeting on May 27, 2014 to rezone the following addresses along East Main to reduce spot zoning along this corridor.

**RECOMMENDATION:**

The Planning Commission recommends zoning changes to the ordinance that would rezone the following addresses to reduce spot zoning and encourage economic growth and development along East Main Street. The addresses and recommended changes are:

Parcel or Area	Current Zoning	Potential Zoning
515 East Main	R2	OS1
615 East Main	RM1	B1
617 East Main	OS1	B1
827 East Main	OS1	B4
831 East Main	OS1	B4
835 East Main	RM1	B4
508 East Main	RM1	OS1
512 East Main	RM1	OS1
830 East Main	RM1	B4
832 East Main	RM1	B4
834 East Main	RM1	B4
910 East Main	B1	B4

**Classifications**

R2 – Two-family residential RM1 – Multiple-family residential

OS1 – Office service district B1 – Local business district

B4 – General business district

**BACKGROUND:**

Changes in zoning have been taking place over the years along East Main from Washington Street to Gould Street and have been moving from residential to business. The Planning Commission noticed spot zoning along specific areas of East Main and believes changing the current zoning of the above listed properties will increase economic development along this corridor as outlined in the Master Plan.

**FISCAL IMPACTS:**

No fiscal impacts.

**Document originated by:**

Susan Montenegro

**RESOLUTION NO.**

**AN ORDINANCE AMENDING CHAPTER 38 ZONING  
OF THE CODE OF ORDINANCES  
TO REZONE VARIOUS PARCELS OF REAL PROPERTY ON EAST MAIN STREET  
AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso adopted a Master Plan in 2012 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 area of East Main Street from Hickory Street to Gould Street contains no less than 5 separate zoning designations; and

WHEREAS, the Planning Commission recommends the rezoning of select parcels in the area to reduce spot zoning and create an area with effective zoning for potential development and economic growth while land owners to maintain the current use of their property if they so desire; 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:

<b>Parcel or Area</b>	<b>Current Zoning</b>	<b>Potential Zoning</b>
515 East Main	R2	OS1
615 East Main	RM1	B1
617 East Main	OS1	B1
827 East Main	OS1	B4
831 East Main	OS1	B4
835 East Main	RM1	B4
508 East Main	RM1	OS1
512 East Main	RM1	OS1
830 East Main	RM1	B4
832 East Main	RM1	B4
834 East Main	RM1	B4
910 East Main	B1	B4

and

WHEREAS, the City Council finds that the zoning petition meets the intent and criteria for a zoning map amendment, specifically as it relates to the requirements of Section 38-555; 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:

<b>Parcel or Area</b>	<b>Parcel Number</b>	<b>Current Zoning</b>	<b>Potential Zoning</b>
515 East Main	050-666-000-048-00	R2	OS1
615 East Main	050-112-000-013-00	RM1	B1
617 East Main	050-112-000-013-00	OS1	B1
827 East Main	050-112-000-030-00	OS1	B4
831 East Main	050-112-000-032-00	OS1	B4
835 East Main	050-112-000-033-00	RM1	B4
508 East Main	050-180-001-005-00	RM1	OS1
512 East Main	050-180-001-004-00	RM1	OS1
830 East Main	050-580-000-072-00	RM1	B4
832 East Main	050-580-000-073-00	RM1	B4
834 East Main	050-580-000-074-00	RM1	B4
910 East Main	050-580-000-075-00	B1	B4

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, June 16, 2014 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

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

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

# City of Owosso

## East Main Proposed Rezoning

### Legend

#### Zoning

<all other values>

#### Z\_PRIMARY

<Null>

<Null>

B1

B2

B3

B4

C-OS

I1

I2

OS1

P1

PUD

R1

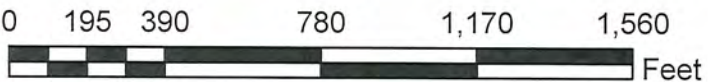
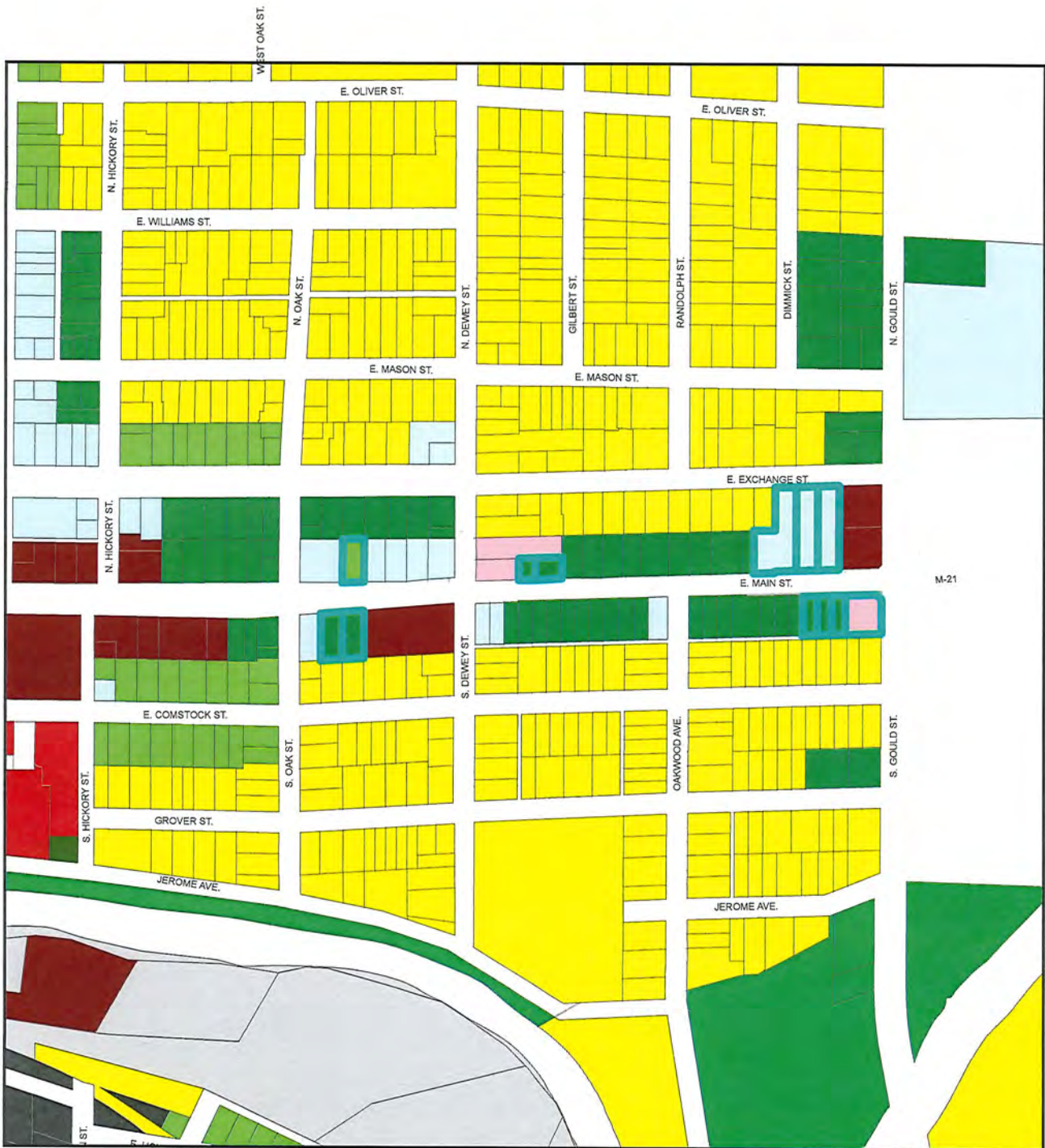
R2

RM1

RM2

City Parcels 2013 Edition

Plat Lines





## MEMORANDUM

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

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**DATE:** June 12, 2014

**TO:** City Council

**FROM:** Susan Montenegro, Asst. City Manager/Community Development Director

**SUBJECT:**

Deletion of Section 38-33 "Main Street office overlay district" from the chapter 38 of the zoning code.

**RECOMMENDATION:**

After its regular meeting in April, 2014, the planning commission hereby recommends to city council the deletion of Section 38-33 "Main Street office overlay district" from the zoning code. Planning commission makes this recommendation based that this specific section was written in 1999 with corridor improvements specific to that time frame in mind. Planning commission finds this section of the zoning code to be restrictive in nature and not in harmony with the city's Master Plan that was adopted in 2012.

**BACKGROUND:**

Deleting the Main Street office overlay district from the zoning code will allow for future development that is contiguous with the city's 2012 Master Plan. Current zoning is too restrictive and imposes regulations on businesses within this district that are prohibitive to economic growth.

**Document originated by:**

Susan Montenegro

**RESOLUTION NO.**

**SETTING A PUBLIC HEARING FOR  
A PROPOSED ORDINANCE  
AUTHORIZING THE REPEAL OF SECTION 38-33  
OF THE OWOSSO CITY CODE REGARDING  
OFFICE OVERLAY DISTRICTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission believes Section 38-33 of the Zoning Code, commonly known as the Main Street office overlay district, to be prohibitive in nature to business development in the city of Owosso; and

WHEREAS, the City of Owosso seeks to continue economic growth and vitality through business development in the downtown and surrounding areas but is constrained by outdated and unnecessary restrictions put in place by the Main Street office overlay district zoning.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF OWOSSO ORDAINS that Chapter 38, Zoning, Article II, Zoning Districts and Map, Section 38-33, Main Street office overlay district, be repealed as follows:

SECTION 1. REPEAL. Section 38-33 of the Code of the City of Owosso be repealed.

Sec. 38-33. Main Street office overlay district

~~(a) Statement of purpose. The purpose of this chapter is to permit the creation of an office overlay zoning district along major transportation corridors of the city. The development standards set forth in this chapter are designed to:~~

~~(1) Improve traffic safety and appearance;~~

~~(2) Guide land use so it will be compatible with existing nearby land uses;~~

~~(2) Recognize the value of property for non-residential uses along the corridor due to traffic volumes and accessibility; and~~

~~(4) Permit the redevelopment of existing uses in accordance with the requirements of this chapter.~~

~~(b) Applicability.~~

~~(1) The development standards contained in this chapter shall apply to the land along both sides of M-21 from the M-21 right of way to the rear line of those lots fronting on M-21 for the area between Hickory Street and Gould Street and to the parcel at 106 N. Dewey Street.~~

~~(2) The provisions of this chapter are intended to carry out the recommendations of the 1991 M-21 corridor plan and the findings of the planning commission prior to the adoption of the ordinance amendment. The regulations set forth here are designed to be flexible in order to address the diverse nature of this area yet are based on a number of criteria to ensure appropriate, fair and consistent decision making.~~

~~(3) An office overlay zoning district is applied when a development proposal is submitted for site plan approval to the planning commission, meets the development standards and other pertinent zoning standards, and is approved.~~

~~(4) The overlay district shall not have the affect of rezoning any property described above in subsection (b)(1) in to another zoning district classification. No individual parcel will become nonconforming or any more nonconforming than it is under the current zoning classification.~~

- (c) ~~Review procedures. Uses within this zone shall be subject to the review procedures required for the underlying district in which the use is located and as specified in this section. In addition the site plan review shall be conducted in a public hearing format as is provided for in section 38-552.~~
- (d) ~~Permitted uses. The overlay zone shall not affect any existing conforming use as is determined by the permitted land use and related standards for the underlying zoning districts. The office overlay district shall permit the uses outlined in section 38-172, principle uses permitted, and section 38-173, principle uses permitted subject to special conditions, except that drive-in or drive-through facilities as a principle use or an accessory use shall not be permitted.~~
- (e) ~~Development standards. Whenever the provisions of this section are enacted, a permitted use shall be in accordance with the site development standards of the overlay zone. The site development standards listed herein shall apply to all uses and property in this zone unless otherwise noted.~~
  - (1) ~~Required lot size: The minimum lot width shall be 114 feet except as is provided for in subsection (4)d.3.~~
  - (2) ~~Setbacks for buildings and parking:~~
    - a. ~~Front: There shall be a front yard setback of at least twenty-five (25) feet for buildings. This area shall not contain any parking area except for necessary access drives and vehicle maneuvering area and shall be landscaped according to the requirements of this section. Parking area shall not be located in front of the building(s) on the site.~~
    - b. ~~Rear and side: There shall be setbacks provided in accordance with the requirements of the zoning district in which the use is located.~~
  - (3) ~~Lighting standards: Lighting in this district used to illuminate any off-street parking area shall be arranged to reflect the light away from adjacent property and street. Specifically, lights with no cutoff type luminaire shall be no higher than 10 feet and shall have a minimum illumination, measured at the lot line at ground level, of .20 candlepower. Lights with a cutoff-type luminaire shall be no higher than twenty (20) feet with a maximum illumination, measured at the lot line ground level, of .30 candlepower. Lights with a luminaire of less than 90° cutoff shall be no higher than twenty (20) feet, with a maximum illumination, measured at the lot line at ground level, of .50 candlepower.~~
  - (4) ~~Access standards: The planning commission shall review site plans according to the following standards relating to vehicle access and circulation. The purpose of specific standards is to increase traffic safety, lessen congestion, provide adequate access, promote community character, and ensure orderly development.~~
    - a. ~~The planning commission shall have the authority to limit the number of driveways for a site, and to require that parking lots on contiguous parcels be connected, driveways for contiguous parcels be shared, and opposite driveways be directly aligned. In determining whether the above access control measures are necessary, the following criteria shall be considered:~~
      - 1. ~~The type and location of uses on the site.~~
      - 2. ~~The location, size and design of existing and proposed parking areas.~~
      - 3. ~~The existing and projected traffic volume on adjacent roadways.~~
      - 4. ~~Compatibility between adjacent land uses.~~
      - 5. ~~Land ownership and location of lot lines.~~
      - 6. ~~The recommendations of the M-21 corridor study.~~
      - 7. ~~Topography and sight distance on-site and along adjacent roadways.~~
      - 8. ~~Distance from intersections.~~
      - 9. ~~Location of driveways opposite the site.~~
      - 10. ~~Width of roadway and number of lanes.~~



- b. ~~A parcel shall not be denied reasonable access to M-21.~~
- e. ~~A maximum of one (1) driveway shall be provided to an individual parcel or to a contiguous parcel under the same ownership from M-21 when the property in question has no other reasonable access to another abutting street or access road.~~

d. ~~Driveway spacing:~~

- ~~1. Driveways shall be spaced at least one hundred (100) feet apart with measurements taken from the centerline of each driveway. The planning commission shall have the authority to waive, or modify the following spacing requirements when strict adherence to them would result in unreasonable access to the site. This minimum distance may also be decreased in order to provide for a shared driveway arrangement or to provide for safer traffic or pedestrian circulation. In modifying the driveway spacing requirements the criteria of subsection (c)(4)a. shall be used.~~
- ~~2. Corner clearance. All direct-access driveways shall be constructed such that the point of tangency of the curb return radius closest to a signalized or stop-sign-controlled intersection be at least forty (40) feet from the perpendicular curb face of the intersecting street. Using a 15-foot driveway radius, the edge of the driveway throat shall be fifty (50) feet from the curb face of the perpendicular intersecting street. The driveway radius shall not compound with the intersection corner radius.~~
- ~~3. Bonus for combining access points. When two adjacent property owners agree to combine access points, the site development will be granted an incentive bonus. The road frontage normally required will be reduced to eighty-eight (88) feet for both landowners.~~

- d. ~~Rear access: When a lot abuts an alley, access to the alley shall be prohibited unless the lot is located adjacent to a side street or the alley no longer serves residential properties.~~

- (5) ~~To maintain the original character of this residential corridor and to tie the mixed-use district together, each development shall incorporate deciduous hardwood plantings in an area from five (5) to ten (10) feet from the sidewalk in the front yard area. The existing trees and new trees in this area shall maintain a spacing standard of one (1) tree for every thirty (30) feet of frontage. During site plan review the planning commission may revise the spacing to meet sign visibility needs and driveway site clearances. Tree species shall conform to the city arborist's recommended list of street frontage trees as may be amended from time to time and shall conform to the applicable standards of section 38-384.~~
- (6) ~~No land assembly for the purposes of establishing an overlay district shall result in isolating one interior zoning lot that is less than eighty-eight (88) feet in width. If the development of the overlay district results in a lot less than the required width of one hundred fourteen (114) feet but not less than eighty-eight (88) feet, the planning commission shall authorize an office use if all other standards of this section and chapter are met.~~

SECTION 2. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

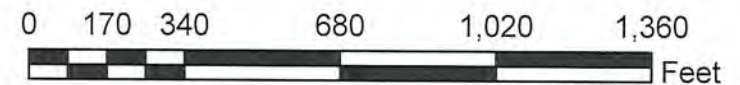
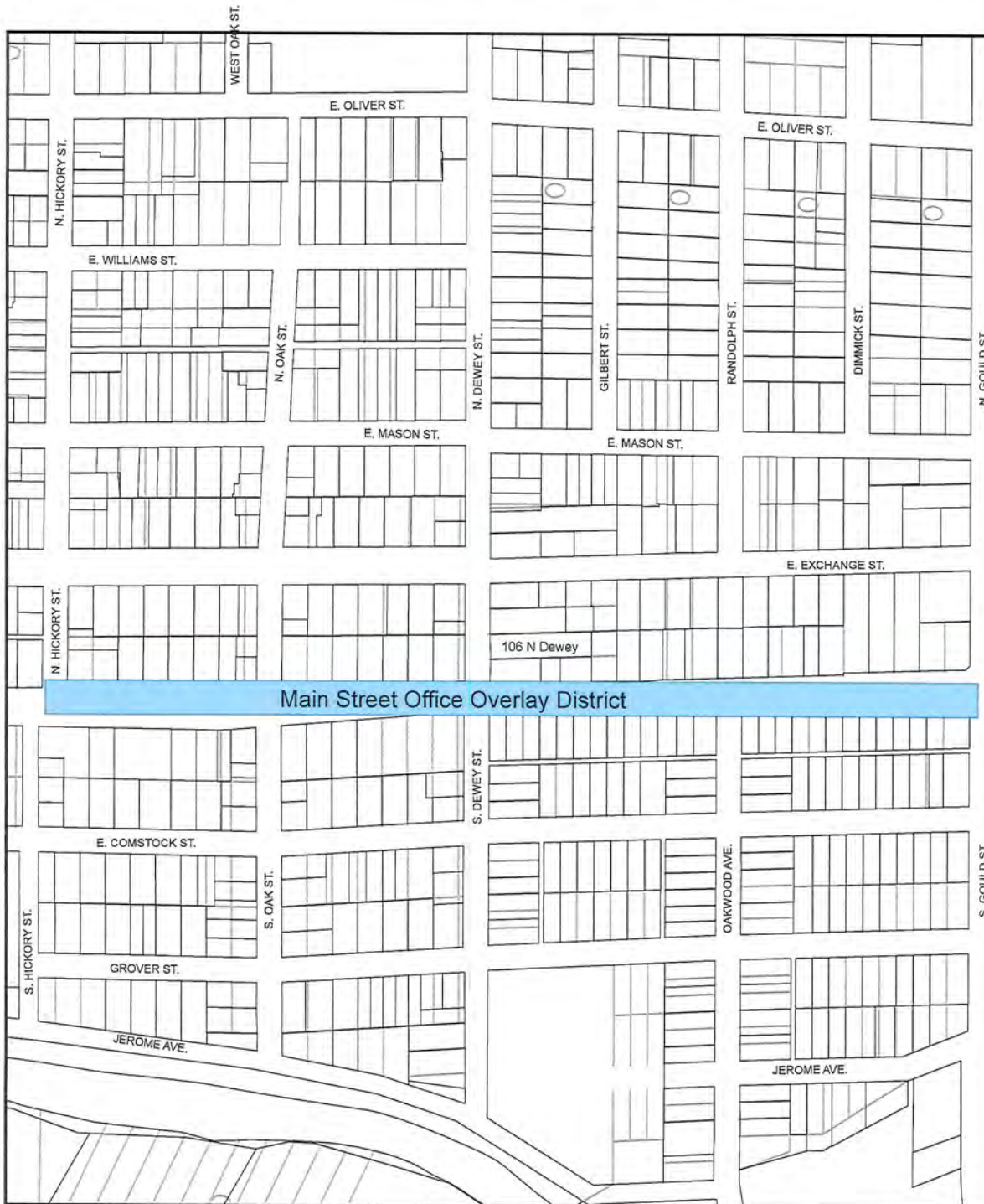
SECTION 3. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 4. PUBLIC HEARING. A public hearing is set for Monday, July 7, 2014 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance repeal.

# City of Owosso

## Main Street Office Overlay District

June 12, 2104





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

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# MEMORANDUM

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DATE: For June 16, 2014 City Council Meeting

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Water & Sewer Rate Schedule for FY 2014-2015

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Separately enclosed is the proposed water and sewer rate schedule for the fiscal year beginning July 1, 2014. The proposed rate changes are in line with the projections approved by Council in June of 2012 and June of 2013. The information provided to Council last June is separately re-submitted, along with the June 18, 2012 Council Resolution, in the packet for ready reference.

There are two differences to the projection previously approved by Council. First, the Water Main Replacement Charge would remain the same rather than increase as previously projected from \$12 to \$14.00 per quarter for a residential customer. Due to staffing changes and uncertainty of the street program we have yet to ramp up our water main replacements and the \$12.00 rate is in line with the current water capital outlay budget. The sewer demand charge, currently \$25 per quarter for residential users, is proposed to increase to \$26 per quarter, rather than \$25.50. The change from the original projection is needed to pay the City's share of a new (in FY 2014/15) component of the Wastewater Plant Replacement Charge for non-flow based replacements such as re-roofing, heating and ventilating equipment.

**These changes will result in an overall 4.4% increase in a typical residential water bill rather than the 5.4% projected increase previously approved by Council. These increases are in line with the CPI (consumer price index) for utilities, which is on the order of 5% per year.**

The changes to the Water & Sewer Rate Schedule are briefly described below. The changes would not apply to the June 30, 2014 billing but would be in effect for the September 30, 2014 quarterly billing. **Staff recommends Council adoption of the proposed Water & Sewer Rate Schedule for the fiscal year beginning July 1, 2014.**

The in-town **Water Demand Charge** would increase from **\$30.00 to \$31.00** per quarter for a typical residential user, and a proportionate increase for larger metered services. The out-of-town rate would increase from \$60.00 to \$62.00 per quarter (with 25% of the revenue going to the Township for water main replacement in the Township). The increase is necessary to cover increasing costs for items such as debt service, water main and storage tank repairs, and water meter replacement. This increase does not affect the wholesale rate to Corunna.

The in-town **Water Usage Charge** would increase from **\$1.60 to \$1.70** per meter unit (100 cubic feet or about 750 gallons). The out-of-town rate would increase from **\$3.20 to \$3.40** per unit (again with 25% of the revenue going to the Township). The wholesale rate to the City of Corunna would increase by the same

percentage. This increase is necessary to cover increasing rates and costs for power and chemicals and lime residual management and is needed to offset declining metered water sales.

The **Sewer Demand Charge** would increase from **\$25.00 to \$26.00** per quarter for a typical residential customer, and a proportionate increase for larger services. The increase is necessary to cover increasing costs for maintenance and repair of the sewer collection system and the new component of the Plant Replacement Charge as noted above.

The **Sewer Usage Charge** would increase from **\$2.10 to \$2.20** per unit of metered water. This applies only to City customers as the Townships and Corunna separately bill their own retail customers. Costs for the Mid-County Wastewater Treatment Plant are shared on a wholesale basis between the 4 mid-County local units of government. The increase in the Sewer Usage Charge is necessary to cover the City share (about 70%) of the cost of the plant operation and in part is needed to offset declining usage revenues due to reduction in metered water use.

**RESOLUTION NO.**

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2014**

"Pursuant to Sections 34-248. Water Rates, and 34-249. Sewer Rates, of Article V, of Chapter 34, of the Owosso City Code, the City Council does hereby resolve that the following rate schedule for water and sewer service shall be in effect for the City fiscal year beginning July 1, 2014 and continuing thereafter until modified or replaced by further Council action. Bills issued with a nominal bill date of June 30, 2014 covering the quarter from April to June 2014 shall be billed under the previous rate schedule. All previous resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed following the effective date of this schedule."

**CITY OF OWOSSO  
WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2014**

**I. QUARTERLY WATER AND SEWER RATES**

In-town quarterly water service charges consist of: a demand charge based on water meter size (see table below), a capital charge dedicated for water main replacement, and a metered usage charge. One meter unit is equal to 100 cubic feet of water or about 750 gallons. Rates for retail out-of-town water service are double the in-town rate, except that the capital charge does not apply to out-of-town customers where the respective Township separately finances water main replacement. Twenty five percent of the out-of-town revenue is collected for and transferred to the respective Township for use in replacing and improving their water distribution system.

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

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

**QUARTERLY WATER SERVICE CHARGE:**

- In-town: In-town Water Usage Charge of **\$1.70** per meter unit plus In-town Water Demand Charge plus Capital Charge from Table below.
- Out-of-town: Out-of-town Water Usage Charge of **\$3.40** per meter unit plus Out-of-town Water Demand Charge from Table below.

**QUARTERLY SEWER SERVICE CHARGE:**

Sewer Usage Charge of **\$2.10** per unit plus Sewer Demand Charge from Table below.

For residential customers without metered water service, the quarterly sewer charge shall be **\$76.40** per residential unit.

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2014  
(page 2 of 3)**

QUARTERLY DEMAND CHARGE TABLES

A. Potable Water & Sewer Service

Water Meter Size	Water Demand	Water CAPITAL	Sewer Demand	Combined In-Town	Water Only (Out-of-town)
5/8"	\$31.00	\$ 12.00	\$ 26.00	\$69.00	\$62.00
3/4"	46.50	18.00	39.00	103.50	93.00
1"	77.50	30.00	65.00	172.50	155.00
1.5"	155.00	60.00	130.00	345.00	301.00
2"	248.00	96.00	208.00	552.00	496.00
3"	465.00	180.00	390.00	1,035.00	930.00
4"	775.00	300.00	650.00	1,725.00	1,550.00
6"	1,550.00	600.00	1,300.00	3,450.00	3,100.00

For a residential user with a second 5/8" meter on a single service line for water only irrigation service, the user shall be charged a single water demand and capital charge equivalent to a 3/4" metered service on a year round basis.

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

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

B. Fire Protection Service

<u>Riser Size</u>	<u>Quarterly Water Charge</u>		<u>Out-of-Town DEMAND</u>
	<u>In-Town DEMAND</u>	<u>CAPITAL</u>	
4 inch	\$ 46.50	\$ <b>18.00</b>	\$ 93.00
6 inch	\$ 77.50	\$ <b>30.00</b>	\$ 155.00
8 inch	\$ 155.00	\$ <b>60.00</b>	\$ 310.00
10 inch	\$ 248.00	\$ <b>96.00</b>	\$ 496.00

II. HYDRANT RENTAL CHARGES

Hydrants located outside the City of Owosso and private hydrants maintained by the City of Owosso shall be subject to an annual hydrant rental charge of \$150.

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2014  
(page 3 of 3)**

III. BULK WATER CHARGES

For users with an active city water service connection, bulk water delivered by the city from hydrants or other approved outlets for such purposes as pool filling, shall be charged at the standard metered usage rate given in Section I. above along with actual labor and equipment costs with a minimum charge of \$40.00.

Other bulk water sales, such as filling tank trucks, shall be charged at the rate of \$9.00 per thousand gallons with a \$45.00 minimum charge, which includes up to 5,000 gallons, if during the normal workday at an established city delivery point. After hours bulk water sales and/or sales at other than established city delivery points, shall be charged at the rate of \$9.00 per thousand gallons plus actual labor and equipment costs.

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

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

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

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

V. EXTRA STRENGTH WASTEWATER SURCHARGES

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

EXTRA STRENGTH WASTEWATER SURCHARGE SCHEDULE

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

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

Owosso Water & Sewer  
Rate History & Projections  
July 2014  
**(Changing rates are in bold)**

	Actual Sept 2005 to Mar 2010	Actual Apr 2010 to Jun 2011	Actual FY2010-11	Actual FY2011-12	Actual FY2012-13	Adopted FY2013-14	Proposed FY2014-15	Projected FY2015-16
"Typical" family of four City Residential Customer								
Water Demand Charge per quarter	\$ 22.50	\$ <b>25.00</b>	\$ <b>30.00</b>	\$ 30.00	\$ 30.00	\$ 30.00	\$ <b>31.00</b>	\$ <b>32.00</b>
Proposed Water Main Replacement Charge	\$ -	\$ -	\$ -	\$ -	\$ <b>10.00</b>	\$ <b>12.00</b>	\$ 12.00	\$ 12.00
Water Usage Rate per 100cf	\$ 1.20	\$ <b>1.30</b>	\$ <b>1.40</b>	\$ 1.40	\$ <b>1.50</b>	\$ <b>1.60</b>	\$ <b>1.70</b>	\$ <b>1.80</b>
Water Usage Charge for 24 units per quarter	\$ 28.80	\$ <b>31.20</b>	\$ <b>33.60</b>	\$ 33.60	\$ <b>36.00</b>	\$ <b>38.40</b>	\$ <b>40.80</b>	\$ <b>43.20</b>
<b>Quarterly Water Charge</b>	\$ 51.30	\$ <b>56.20</b>	\$ <b>63.60</b>	\$ 63.60	\$ <b>76.00</b>	\$ <b>80.40</b>	\$ <b>83.80</b>	\$ <b>87.20</b>
<b>% increase</b>	0.0%	<b>9.6%</b>	<b>13.2%</b>	0.0%	<b>19.5%</b>	<b>5.8%</b>	<b>4.2%</b>	<b>4.1%</b>
Sewer Demand Charge per quarter	\$ 22.50	\$ 22.50	\$ <b>25.00</b>	\$ 25.00	\$ 25.00	\$ 25.00	\$ <b>26.00</b>	\$ <b>27.00</b>
Sewer Usage Rate per 100cf	\$ 1.70	\$ 1.70	\$ <b>1.80</b>	\$ 1.80	\$ <b>1.90</b>	\$ <b>2.00</b>	\$ <b>2.10</b>	\$ <b>2.20</b>
Sewer Usage Charge for 24 units per quarter	\$ 40.80	\$ 40.80	\$ <b>43.20</b>	\$ 43.20	\$ <b>45.60</b>	\$ <b>48.00</b>	\$ <b>50.40</b>	\$ <b>52.80</b>
<b>Quarterly Sewer Charge</b>	\$ 63.30	\$ 63.30	\$ <b>68.20</b>	\$ 68.20	\$ <b>70.60</b>	\$ <b>73.00</b>	\$ <b>76.40</b>	\$ <b>79.80</b>
<b>% increase</b>	0.0%	0.0%	<b>7.7%</b>	0.0%	<b>3.5%</b>	<b>3.4%</b>	<b>4.7%</b>	<b>4.5%</b>
<b>Total In City Quarterly Water &amp; Sewer</b>	\$ <b>114.60</b>	\$ <b>119.50</b>	\$ <b>131.80</b>	\$ <b>131.80</b>	\$ <b>146.60</b>	\$ <b>153.40</b>	\$ <b>160.20</b>	\$ <b>167.00</b>
<b>% increase</b>	<b>0.0%</b>	<b>4.3%</b>	<b>10.3%</b>	<b>0.0%</b>	<b>11.2%</b>	<b>4.6%</b>	<b>4.4%</b>	<b>4.2%</b>

Additional sewer charge for footing drain discharge to be separately proposed and would apply to a limited number of customers

Out-of-Town Residential Customer (Water only)

Water Demand Charge per quarter	\$ 45.00	\$ <b>50.00</b>	\$ <b>60.00</b>	\$ 60.00	\$ 60.00	\$ 60.00	\$ <b>62.00</b>	\$ <b>64.00</b>
Proposed Water Main Replacement Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Usage Rate per 100cf	\$ 2.40	\$ <b>2.60</b>	\$ <b>2.80</b>	\$ 2.80	\$ <b>3.00</b>	\$ <b>3.20</b>	\$ <b>3.40</b>	\$ <b>3.60</b>
Water Usage Charge for 24 units per quarter	\$ 57.60	\$ 62.40	\$ <b>67.20</b>	\$ 67.20	\$ <b>72.00</b>	\$ <b>76.80</b>	\$ <b>81.60</b>	\$ <b>86.40</b>
<b>Quarterly Water Charge</b>	\$ 102.60	\$ <b>112.40</b>	\$ <b>127.20</b>	\$ 127.20	\$ <b>132.00</b>	\$ <b>136.80</b>	\$ <b>143.60</b>	\$ <b>150.40</b>
<b>% increase</b>	0.0%	<b>9.6%</b>	<b>13.2%</b>	0.0%	<b>3.8%</b>	<b>3.6%</b>	<b>5.0%</b>	<b>4.7%</b>





This information is  
reprinted from the  
meeting of June 2, 2013.  
5 pgs.

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# MEMORANDUM

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DATE: For June 3, 2013 City Council Meeting

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Water & Sewer Rate Schedule for FY 2013-2014

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Attached is the proposed water and sewer rate schedule for the fiscal year beginning July 1, 2013. The proposed rate changes are in line with the projections approved by Council last June and included as part of the Water and Sewer Fund adopted budget for the upcoming fiscal year. The information provided to Council last June is separately re-submitted, along with the June 18, 2012 Council Resolution, in the packet for ready reference.

The only difference to the projection provided last June is that the Water Demand Charge would remain the same rather than increase as previously projected from \$30 to \$30.50 per quarter for a residential customer. The projected increase was originally proposed to cover increasing bond debt payments. However, the refinancing of the 2002 Water Plant Improvement bonds provided adequate savings in interest expense to negate the demand charge increase for FY 2013/14.

The changes to the Water & Sewer Rate Schedule are briefly described below. The changes would not apply to the June 30, 2013 billing but would be in effect for the September 30, 2013 quarterly billing. Staff recommends Council adoption of the proposed Water & Sewer Rate Schedule for the fiscal year beginning July 1, 2013.

The in-town **Water Usage Charge** would increase **from \$1.50 to \$1.60** per meter unit (100 cubic feet or about 750 gallons). The out-of-town rate would increase from **\$3.00 to \$3.20** per unit. The wholesale rate to the City of Corunna would increase by the same percentage. This increase is necessary to cover increasing rates and costs for power and chemicals and lime residual management.

The **Sewer Usage Charge** would increase from **\$1.90 to \$2.00** per unit of metered water. This applies only to City customers as the Townships and Corunna separately bill their own retail customers. Costs for the Mid-County Wastewater Treatment Plant are shared on a wholesale basis between the 4 mid-County local units of government. The increase in the Sewer Usage Charge is necessary to cover the City share (about 70%) of the cost of the plant operation.

**The Water Capital Charge** would increase from \$10 to \$12 **per quarter** for a typical in-City residential customer. For users with larger services the charge would be higher in the same proportion as the current Water Demand Charge. The charge also applies to in-town fire sprinkler services. Revenue from this charge is dedicated to street water main replacement in the City of Owosso. The Charge does not apply to out-of-town retail customers or the City of Corunna as Corunna and the respective Townships are responsible for replacing the distribution water mains in their jurisdictions.

**PROPOSED RESOLUTION NO. \_\_\_\_\_**

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2013**

"Pursuant to Sections 34-248. Water Rates, and 34-249. Sewer Rates, of Article V, of Chapter 34, of the Owosso City Code, the City Council does hereby resolve that the following rate schedule for water and sewer service shall be in effect for the City fiscal year beginning July 1, 2013 and continuing thereafter until modified or replaced by further Council action. Bills issued with a nominal bill date of June 30, 2013 covering the quarter from April to June 2012 shall be billed under the previous rate schedule. All previous resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed following the effective date of this schedule."

**CITY OF OWOSSO  
WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2013**

I. QUARTERLY WATER AND SEWER RATES

In-town quarterly water service charges consist of: a demand charge based on water meter size (see table below), a capital charge dedicated for water main replacement, and a metered usage charge. One meter unit is equal to 100 cubic feet of water or about 750 gallons. Rates for retail out-of-town water service are double the in-town rate, except that the capital charge does not apply to out-of-town customers where the respective Township separately finances water main replacement. Twenty five percent of the out-of-town revenue is collected for and transferred to the respective Township for use in replacing and improving their water distribution system.

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

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

**QUARTERLY WATER SERVICE CHARGE:**

In-town: In-town Water Usage Charge of **\$1.60** per meter unit plus In-town Water Demand Charge plus Capital Charge from Table below.

Out-of-town: Out-of-town Water Usage Charge of **\$3.20** per meter unit plus Out-of-town Water Demand Charge from Table below.

**QUARTERLY SEWER SERVICE CHARGE:**

Sewer Usage Charge of **\$2.00** per unit plus Sewer Demand Charge from Table below.

For residential customers without metered water service, the quarterly sewer charge shall be **\$73.00** per residential unit.

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2013  
(page 2 of 3)**

QUARTERLY DEMAND CHARGE TABLES

A. Potable Water & Sewer Service

Water Meter Size	Water Demand	Water CAPITAL	Sewer Demand	Combined In-Town	Water Only (Out-of-town)
5/8"	\$30.00	\$ 12.00	\$ 25.00	\$67.00	\$60.00
3/4"	45.00	18.00	37.50	100.50	90.00
1"	75.00	30.00	62.50	167.50	150.00
1.5"	150.00	60.00	125.00	335.00	300.00
2"	240.00	96.00	200.00	536.00	480.00
3"	450.00	180.00	375.00	1,005.00	900.00
4"	750.00	300.00	625.00	1,675.00	1,500.00
6"	1,500.00	600.00	1,250.00	3,350.00	3,000.00

For a residential user with a second 5/8" meter on a single service line for water only irrigation service, the user shall be charged a single water demand and capital charge equivalent to a 3/4" metered service on a year round basis.

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

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

B. Fire Protection Service

<u>Riser Size</u>	<u>Quarterly Water Charge</u>		<u>Out-of-Town DEMAND</u>
	<u>In-Town DEMAND</u>	<u>CAPITAL</u>	
4 inch	\$ 45.00	\$ 18.00	\$ 90.00
6 inch	\$ 75.00	\$ 30.00	\$ 150.00
8 inch	\$ 150.00	\$ 60.00	\$ 300.00
10 inch	\$ 240.00	\$ 96.00	\$ 480.00

II. HYDRANT RENTAL CHARGES

Hydrants located outside the City of Owosso and private hydrants maintained by the City of Owosso shall be subject to an annual hydrant rental charge of \$144.

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2013  
(page 3 of 3)**

III. BULK WATER CHARGES

For users with an active city water service connection, bulk water delivered by the city from hydrants or other approved outlets for such purposes as pool filling, shall be charged at the standard metered usage rate given in Section I. above along with actual labor and equipment costs with a minimum charge of \$40.00.

Other bulk water sales, such as filling tank trucks, shall be charged at the rate of \$8.00 per thousand gallons with a \$40.00 minimum charge, which includes up to 5,000 gallons, if during the normal workday at an established city delivery point. After hours bulk water sales and/or sales at other than established city delivery points, shall be charged at the rate of \$8.00 per thousand gallons plus actual labor and equipment costs.

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

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

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

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

V. EXTRA STRENGTH WASTEWATER SURCHARGES

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

EXTRA STRENGTH WASTEWATER SURCHARGE SCHEDULE

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

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

**WATER/SEWER RATE PROPOSAL** (Continued from the meeting of June 4, 2012.)

Utilities Director Gary Burk explained that despite Council's request for a proposal tied to a multiplier he did not feel comfortable developing such a proposal because certain expenses are covered by certain charges and they do not necessarily move in conjunction with one another. He said he did recognize that Council was attempting to estimate future costs for planning purposes. Due to the fact that several variables could not be quantified at this time he was reluctant to ask Council to adopt rates for future fiscal years. He suggested they adopt the rates proposed at the June 4<sup>th</sup> meeting for the 2012-2013 fiscal year and approve projections for the following three fiscal years to facilitate planning and budgeting. Barring any material changes Council would see the projected rates come before them again with each subsequent budget.

There was discussion regarding footing drain separations and the Sanitary Sewer Overflow Control Project. Utilities Director Burk expressed his concern with a lack of man-power when it comes to such projects.

Motion by Councilperson Cook to approve the following resolution adopting water and sewer rates beginning July 1, 2012 and further approve projections to 2016 for budgeting purposes.

**RESOLUTION NO. 76-2012**

**WATER AND SEWER RATE SCHEDULE  
FOR THE CITY FISCAL YEAR BEGINNING JULY 1, 2012**

"Pursuant to Sections 34-248. Water Rates, and 34-249. Sewer Rates, of Article V, of Chapter 34, of the Owosso City Code, the City Council does hereby resolve that the following rate schedule for water and sewer service **shall be in effect for the City fiscal year beginning July 1, 2012 and continuing thereafter until modified or replaced by further Council action. Bills issued with a nominal bill date of June 30, 2012 covering the quarter from April to June 2012 shall be billed under the previous rate schedule.** All previous resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed following the effective date of this schedule."

**I. QUARTERLY WATER AND SEWER RATES**

In-town quarterly water service charges consist of: a demand charge based on water meter size (see table below), a capital charge dedicated for water main replacement, and a metered usage charge. One meter unit is equal to 100 cubic feet of water or about 750 gallons. Rates for retail out-of-town water service are double the in-town rate, except that the capital charge does not apply to out-of-town customers where the respective Township separately finances water main replacement. Twenty five percent of the out-of-town revenue is collected for and transferred to the respective Township for use in replacing and improving their water distribution system.

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

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

QUARTERLY WATER SERVICE CHARGE:

In-town: In-town Water Usage Charge of **\$1.50** per meter unit plus In-town Water Demand Charge plus Capital Charge from Table below.  
 Out-of-town: Out-of-town Water Usage Charge of **\$3.00** per meter unit plus Out-of-town Water Demand Charge from Table below.

QUARTERLY SEWER SERVICE CHARGE:

Sewer Usage Charge of **\$1.90** per unit plus Sewer Demand Charge from Table below.

For residential customers without metered water service, the quarterly sewer charge shall be **\$70.60** per residential unit.

QUARTERLY DEMAND CHARGE TABLES

A. Potable Water & Sewer Service

Water Size	Water Demand	Water CAPITAL	Sewer Demand	Combined In-Town	Water Only (Out-of-town)
5/8"	\$30.00	\$ 10.00	\$ 25.00	\$65.00	\$60.00
3/4"	45.00	15.00	37.50	82.50	90.00
1"	75.00	25.00	62.50	137.50	150.00
1.5"	150.00	50.00	125.00	275.00	300.00
2"	240.00	80.00	200.00	440.00	480.00
3"	450.00	150.00	375.00	825.00	900.00
4"	750.00	250.00	625.00	1,375.00	1,500.00
6"	1,500.00	500.00	1,250.00	2,750.00	3,000.00

**For a residential user with a second 5/8" meter on a single service line for water only irrigation service, the user shall be charged a single water demand and capital charge equivalent to a 3/4" metered service on a year round basis.**

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

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

B. Fire Protection Service

<u>Riser Size</u>	<u>Quarterly Water Charge</u>		
	<u>In-Town</u>		<u>Out-of-Town</u>
	<u>DEMAND</u>	<u>CAPITAL</u>	<u>DEMAND</u>
4 inch	\$ 45.00	\$ 15.00	\$ 90.00
6 inch	\$ 75.00	\$ 25.00	\$ 150.00
8 inch	\$ 150.00	\$ 50.00	\$ 300.00
10 inch	\$ 240.00	\$ 80.00	\$ 480.00

II. HYDRANT RENTAL CHARGES

Hydrants located outside the City of Owosso and private hydrants maintained by the City of Owosso shall be subject to an annual hydrant rental charge of **\$144**.

III. BULK WATER CHARGES

For users with an active city water service connection, bulk water delivered by the city from hydrants or other approved outlets for such purposes as pool filling, shall be charged at the standard metered usage rate given in Section I. above along with actual labor and equipment costs with a minimum charge of **\$40.00**, which includes up to 5,000 gallons.

Other bulk water sales, such as filling tank trucks, shall be charged at the rate of **\$8.00** per thousand gallons with a **\$40.00** minimum charge, which includes up to 5,000 gallons, if during the normal workday at an established city delivery point. After hours bulk water sales and/or sales at other than established city delivery points, shall be charged at the rate of **\$8.00** per thousand gallons plus actual labor and equipment costs.

**Customers who prepay shall be granted a 10% discount.**

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

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

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

V. EXTRA STRENGTH WASTEWATER SURCHARGES

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

EXTRA STRENGTH WASTEWATER SURCHARGE SCHEDULE

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

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



**Owosso Water & Sewer  
Rate History & Projections  
June 2012**

<b>(Changing rates are in bold)</b>	Projected FY2013- 14	Projected FY2014- 15	Projected FY2015- 16
"Typical" family of four City Residential Customer			
Water Demand Charge per quarter	<b>\$ 30.50</b>	<b>\$ 31.00</b>	<b>\$ 32.00</b>
Proposed Water Main Replacement Charge	<b>\$ 12.00</b>	<b>\$ 14.00</b>	<b>\$ 16.00</b>
Water Usage Rate per 100cf	<b>\$ 1.60</b>	<b>\$ 1.70</b>	<b>\$ 1.80</b>
Water Usage Charge for 24 units per quarter	<b>\$ 38.40</b>	<b>\$ 40.80</b>	<b>\$ 43.20</b>
<b>Quarterly Water Charge</b>	<b>\$ 80.90</b>	<b>\$ 85.80</b>	<b>\$ 91.20</b>
<b>% increase</b>	<b>6.4%</b>	<b>6.1%</b>	<b>6.3%</b>
Sewer Demand Charge per quarter	\$ 25.00	<b>\$ 25.50</b>	<b>\$ 26.00</b>
Sewer Usage Rate per 100cf	<b>\$ 2.00</b>	<b>\$ 2.10</b>	<b>\$ 2.20</b>
Sewer Usage Charge for 24 units per quarter	<b>\$ 48.00</b>	<b>\$ 50.40</b>	<b>\$ 52.80</b>
<b>Quarterly Sewer Charge</b>	<b>\$ 73.00</b>	<b>\$ 75.90</b>	<b>\$ 78.80</b>
<b>% increase</b>	<b>3.4%</b>	<b>4.0%</b>	<b>3.8%</b>
<b>Total In City Quarterly Water &amp; Sewer</b>	<b>\$ 153.90</b>	<b>\$ 161.70</b>	<b>\$ 170.00</b>
<b>% increase</b>	<b>5.0%</b>	<b>5.1%</b>	<b>5.1%</b>

Additional sewer charge for footing drain discharge to be separately proposed and would apply to a limited number of customers

Out-of-Town Residential Customer (Water only)

Water Demand Charge per quarter	<b>\$ 61.00</b>	<b>\$ 62.00</b>	<b>\$ 64.00</b>
Proposed Water Main Replacement Charge	\$ -	\$ -	\$ -
Water Usage Rate per 100cf	<b>\$ 3.20</b>	<b>\$ 3.40</b>	<b>\$ 3.60</b>
Water Usage Charge for 24 units per quarter	<b>\$ 76.80</b>	<b>\$ 81.60</b>	<b>\$ 86.40</b>
<b>Quarterly Water Charge</b>	<b>\$ 137.80</b>	<b>\$ 143.60</b>	<b>\$ 150.40</b>
<b>% increase</b>	<b>4.4%</b>	<b>4.2%</b>	<b>4.7%</b>

Motion supported by Mayor Pro-Tem Popovitch.

Roll Call Vote.

AYES: Councilpersons Erfourth, Fox, Cook, Mayor Pro-Tem Popovitch, Councilperson Eveleth, and Mayor Frederick.

NAYS: None.



## MEMORANDUM

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DATE: June 16, 2014  
TO: Owosso City Council  
FROM: Mark A. Sedlak, Director of Public Services  
SUBJECT: Change Order No. 1 – Engineering Services, DIG Part 2

### RECOMMENDATION:

I find the cost reasonable and recommend approval of Change Order No. 1 to the contract with Fishbeck, Thompson, Carr & Huber, Inc. for engineering services for the Downtown Infrastructure Grant Project, Part 2, in the amount of \$3,900.00.

### BACKGROUND:

On April 21, 2014, City Council awarded a contract to Fishbeck, Thompson, Carr & Huber, Inc. in the amount of \$59,900.00 for professional engineering services in connection with the riverfront improvements adjacent to City Hall. City staff has since requested additional services of the consultant. Specifically, the city asked the consultant to provide geotechnical investigation for new retaining wall construction along the James Miner Riverwalk. Fishbeck, Thompson, Carr & Huber, Inc. is willing to perform these additional design services at a cost of \$3,900.00.

### FISCAL IMPACTS:

Funds for this change order are available in account number 494-901-965.756-Contractual Services.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH  
FISHBECK, THOMPSON, CARR & HUBER, INC.  
FOR  
ENGINEERING SERVICES FOR DOWNTOWN INFRASTRUCTURE GRANT PROJECT  
PART 2**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with Fishbeck, Thompson, Carr & Huber, Inc. on April 21, 2014 for Engineering Services for the Downtown Infrastructure Grant Project Part 2; and

WHEREAS the city requests additional services of the consultant to analyze existing site conditions of the project site and finds it necessary to perform additional work beyond the original contractual scope of services; and

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fishbeck, Thompson, Carr & Huber, Inc. for a cost to the City of Owosso of \$3,900.00.
- SECOND: Said change shall be documented by the Accounts Payable Department in the form of a Change Order.
- THIRD: The above expenses shall be paid from the Contractual Services Fund, Account No. 494-901-965.756.



## MEMORANDUM

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DATE: June 16, 2014

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Service Department

SUBJECT: General Engineering Services Agreements

### RECOMMENDATION:

I recommend renewal and approval of three agreements for General Engineering Service Agreements for a period ending June 30, 2015. Specifically, it is recommended that City Council approve renewals with:

1. Spicer Group, Inc. (St Johns, MI)
2. Fishbeck, Thompson, Carr & Huber, Inc. (Lansing, MI)
3. Fleis & Vandenbrink Engineering, Inc. (Flint, MI)

### BACKGROUND:

On March 17, 2014, City Council approved Agreements for Professional Engineering Services with Spicer Group, Inc., Fishbeck, Thompson Carr & Huber, Inc., and Fleis & Vandenbrink, Inc. These agreements are to be renewed annually through June 30, 2017. These services are necessary to support engineering staff in carrying out the duties and responsibilities of the Engineering Division whenever workload demands the addition of the consultant's staff and expertise. All three firms have satisfactorily performed services for the city in the past.

### FISCAL IMPACTS:

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

**RESOLUTION NO.**

**AUTHORIZING THE RENEWAL OF AGREEMENTS  
FOR PROFESSIONAL ENGINEERING SERVICES WITH  
SPICER GROUP, INC.  
FISHBECK, THOMPSON, CARR & HUBER, INC.  
FLEIS & VANDENBRINK ENGINEERING, INC.**

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

WHEREAS, in March 2014 Council approved a series of three-year contracts with engineering firms Spicer Group, Inc., Fishbeck Thompson Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc. which require renewal on an annual basis; and

WHEREAS, Spicer Group, Inc., Fishbeck Thompson Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc., have provided the City with satisfactory services to date and renewal of their respective agreements is recommended.

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

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to renew the contracts with the firms of Spicer Group, Inc., Fishbeck Thompson Carr & Huber Inc., and Fleis & Vandenbrink Engineering Inc., to provide professional engineering services for future engineering projects.
- SECOND: that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit C-SG, Renewal of Agreement for Professional Engineering Services with Spicer Group, Inc..
- THIRD that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit C-FTCH, Renewal of Agreement for Professional Engineering Services with Fishbeck Thompson Carr & Huber Inc..
- FOURTH that the city manager of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit C-FV, Renewal of Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc..
- FIFTH that the city manager of the city of Owosso is hereby instructed to receive cost proposals from each of these three firms for future projects and make recommendation to City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for the period renewed through June 30, 2015.

**EXHIBIT C-SG**

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Spicer Group, Inc." for the term of July 1, 2014 through June 30, 2015.

For the engineer:  
Spicer Group, Inc.

For the owner:  
City of Owosso, Michigan

By: \_\_\_\_\_

By: \_\_\_\_\_  
Benjamin R. Frederick  
Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amy K. Kirkland  
City Clerk

Executed: \_\_\_\_\_, 2014

Executed: \_\_\_\_\_, 2014

**EXHIBIT C-FTCH**  
**RENEWAL OF**  
**AGREEMENT FOR**  
**PROFESSIONAL ENGINEERING SERVICES WITH**  
**FISHBECK THOMPSON CARR & HUBER INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fishbeck Thompson Carr & Huber Inc." for the term of July 1, 2014 through June 30, 2015.

For the engineer:  
Fishbeck Thompson Carr & Huber Inc.

For the owner:  
City of Owosso, Michigan

By: \_\_\_\_\_

By: \_\_\_\_\_  
Benjamin R. Frederick  
Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amy K. Kirkland  
City Clerk

Executed: \_\_\_\_\_, 2014

Executed: \_\_\_\_\_, 2014

**EXHIBIT C-FV**  
**RENEWAL OF**  
**AGREEMENT FOR**  
**PROFESSIONAL ENGINEERING SERVICES WITH**  
**FLEIS & VANDENBRINK ENGINEERING, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering, Inc." for the term of July 1, 2014 through June 30, 2015.

For the engineer:  
Fleis & Vandenbrink Engineering, Inc.

For the owner:  
City of Owosso, Michigan

By: \_\_\_\_\_

By: \_\_\_\_\_  
Benjamin R. Frederick  
Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_  
Amy K. Kirkland  
City Clerk

Executed: \_\_\_\_\_, 2014

Executed: \_\_\_\_\_, 2014





## MEMORANDUM

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

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DATE: June 11, 2014

TO: Owosso City Council

FROM: Mark Sedlak, Director of Public Services

SUBJECT: Professional Engineering Services for North Street Culvert replacement Project: Study and Report Phase

### RECOMMENDATION:

I recommend City Council accept the proposal from Spicer Group, Inc. and award a contract to them in the amount of \$11,000.00. This will come out of the general fund bridge maintenance 203-473-818000.

### BACKGROUND:

On March 17, 2014, City Council awarded a contract to Spicer Group, Inc. to provide professional engineering services on an as-needed basis. Their services are necessary to fulfill engineering requirements for the North Street Culvert Replacement Project. City staff received proposals from its list of firms to provide engineering services and finds the proposal from Spicer Group, Inc. to be the most qualified. The scope of work includes a study and report phase; all together with related work. Spicer Group, Inc. will perform a land survey and hydrologic/hydraulic analysis of the culvert and Corlett Creek, then furnish a report of its findings with recommendation. The study and report phase will determine the best plan of action toward the eventual replacement of the culvert. City staff will furnish and advise City Council at a future date as to the findings of the report.

### FISCAL IMPACTS:

The study and report phase is the first part of a series of actions that are necessary toward eventually replacing the culvert. Additional engineering costs will be determined at a future date after the study and report phase is completed.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES WITH  
SPICER GROUP, INC.  
FOR THE NORTH STREET CULVERT REPLACEMENT PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the replacement of the North Street culvert over Corlett Creek; and

WHEREAS, this project requires the services of a professional engineering firm; and

WHEREAS, Spicer Group, Inc. has been prequalified to perform such work and offers to perform work as described in the city's Request For Proposal for the North Street Culvert Replacement Project; and

WHEREAS, Spicer Group, Inc. offers to complete the Study and Report Phase of said project in return for compensation in an amount not to exceed \$11,000.00; and

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of Spicer Group, Inc. to provide professional engineering services for the North Street Culvert Replacement Project: Study and Report Phase.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Addendum to an Agreement for Professional Engineering Services between the City of Owosso, Michigan and Spicer Group, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$11,000.00 to Spicer Group, Inc. upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from the proceeds of the general fund bridge maintenance 203-473-818000.

**ADDENDUM 2014-4 TO AN AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING SERVICES  
WITH  
SPICER GROUP, INC.**

This addendum is attached and made part of the agreement for professional engineering services dated April 30<sup>th</sup>, 2014 between the city of Owosso, Michigan (owner) and Spicer Group, (Engineer) providing for professional services.

North Street Culvert Project; Study and Report

**PROJECT SCOPE OF WORK**

The project scope of work is attached as Section 1: Statement of Understanding and Addenda.

**SCHEDULE**

The schedule for the project is attached as Addenda: Schedule and Budget Control shown begin by May 30, 2014 and be completed by a date yet to be determined.

**COMPENSATION**

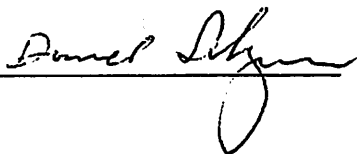
The cost proposal of the engineer for the project is attached as Addenda: North Street Culvert Project: Study and Report. Which total cost is \$11,000.00. The engineer shall submit for payment based on monthly progress of the work.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.


Approved

For ENGINEER:  
Spicer Group, Inc.

OWNER:  
City of Owosso, Michigan

By: 

By: \_\_\_\_\_  
Benjamin R. Frederick  
Mayor

By: 

By: \_\_\_\_\_  
Amy Kirkland  
City Clerk

Executed: June 10, 2014

Executed: \_\_\_\_\_, 2014



## MEMORANDUM

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**DATE:** June 11, 2014

**TO:** Owosso City Council

**FROM:** Amy K. Kirkland, City Clerk

**SUBJECT:** Purchase Authorization for Laserfiche Avante Web Distribution Portal software

### RECOMMENDATION:

Staff recommends the purchase of Laserfiche Avante Web Distribution Portal software from General Code in the amount of \$10,055.00.

### BACKGROUND:

The Clerk's Office has started the process of migrating documents to electronic storage from a primarily paper storage system. We have now built up a small database of past documents in addition to the current files we are adding to the system every day. At this point it would be prudent to provide read/print access to allow City staff to view the catalogued documents to assist them in day to day operations. This could effectively be accomplished through the purchase of Laserfiche's Avante Web Distribution Portal. The Portal would allow 5 employees to view and print documents in the system simultaneously. Also, as an added bonus, should we purchase more full user licenses in the future (negating the need for employees to use the Portal to access documents) we may be able to convert the Portal from an internal access point to an external, public access point, allowing citizens to view documents via the web.

### FISCAL IMPACTS:

This purchase is a budgeted item and will be charged to account numbers 101-215-978000 and 101-215-833000.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING PURCHASE OF  
LASERFICHE AVANTE WEB DISTRIBUTION PORTAL SOFTWARE  
FROM GENERAL CODE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan finds it necessary and advisable to purchase Laserfiche's Avante Web Distribution Portal software to provide employee access to the City's new electronic records database; and

WHEREAS, General Code is the regional provider of said software; and

WHEREAS, city ordinance section 2-345(1) provides for an exception to competitive bidding when the service, product or material contracted for is not competitive in nature; and

WHEREAS, this purchase is a budgeted item in the Clerk's Office budget, account numbers 101-215-978000 and 101-215-833000.

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 Laserfiche Avante Web Distribution Portal software from General Code at a cost not to exceed \$10,055.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached,
- THIRD: The above expenses are hereby authorized to be paid from the General Fund, account numbers 101-215-978000 and 101-215-833000 upon delivery and departmental verification of contract compliance.



781 Elmgrove Rd. • Rochester, NY 14624  
 (855) GEN-CODE • (585) 328-1810  
 FAX (585) 328-8189

**CHANGE ORDER #OW3163\_06052014 – ADDITIONAL PRODUCT OR SERVICES**

This change order is subject to General Code's Content Management Solutions Terms & Conditions which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs) and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

<b>Client Name:</b>	City of Owosso	<b>Contact Person:</b>	Amy Kirkland
<b>Address:</b>	301 W. Main Street	<b>Account Executive:</b>	Michael Leidlein
	Owosso, MI 48867	<b>Date:</b>	06-05-2014

Line Item Description	Model #	Quantity	Unit Price	Total
<b>Add-Ons/Plug-Ins</b>				
Avante Web Distribution Portal	MPD	1	\$7,995.00	\$7,995.00
<b>Add-Ons/Plug-Ins Subtotal</b>				<b>\$7,995.00</b>
<b>Support</b>				
LSAP Avante Web Distribution Portal	MPDB	1	\$1,760.00	\$1,760.00
<b>Support Subtotal</b>				<b>\$1,760.00</b>
<b>Services</b>				
Remote Services - to include: Software Installation Setup of Security Profile with Customer	RS03	1	\$300.00	\$300.00
<b>Services Subtotal</b>				<b>\$300.00</b>
<b>Grand Total</b>				<b>\$10,055.00</b>

LSAP fees shown herein are for a full year LSAP. As applicable, LSAP will be prorated to align with the existing LSAP anniversary date for the main system. Therefore, the LSAP amount on your invoice may be less than the amount shown here.

Remote Services include but are not necessarily limited to the following services: software order processing; project management; software implementation such as modification of server to reflect new license levels; installation or modification of server; client or scanning software; installation and/or configuration of add-on products, such as WebLink, Quick Fields or Workflow and configuration of hardware, such as scanners.

**LSAP:** 2<sup>nd</sup> year forward for this component is estimated to be: \$1,760.00  
 This estimate is subject to change based upon the then-current support prices for that year.

**Timeline:** This service will be provided within 90 days from receipt of the signed Change Order.

**Payment Terms:** 50% on receipt of signed change order; 50% on delivery of software and/or services.

**Price Validity:** Price is valid for 30 days from 06-05-2014.

**(Client please fill out) Invoice for this Change Order to be sent to:**

**Department:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

## CHANGE ORDER FORM

This Change Order is subject to General Code's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at [www.generalcode.com/TCdocs](http://www.generalcode.com/TCdocs) and are incorporated herein by reference, and client authorizes General Code to proceed with the project.

The prices and specifications in this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

### **CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Name** \_\_\_\_\_ **Title** \_\_\_\_\_



## MEMORANDUM

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

DATE: For June 16, 2014 City Council Meeting (Consent Agenda)

TO: Owosso City Council

FROM: Gary Burk, Utilities Director

RE: Water/Wastewater Treatment; Annual Supply Contracts for Bulk Chemicals

1. Ferric Chloride - Bid Award to PVS Technologies, Inc.
2. Sodium Hypochlorite – Bid Award to Jones Chemical Inc.
3. Quicklime – Bid award to Graymont Western Lime Corporation

### 1. Ferric Chloride

We recommend bid award (bid tab attached) to the low bidder, **PVS Technologies, Inc.**, at the unit price of **\$0.53** per pound of iron. Based on projected usage of 72,000 pounds per year, the annual contract is estimated at \$38,160. This is a decrease of 9.8% from the current price (\$0.588 per pound from Kemira). Ferric chloride is required for phosphorus and solids removal in our wastewater treatment process.

### 2. Bulk chlorine solution (sodium hypochlorite)

We recommend bid award (bid tab attached) to the low bidder, **Jones Chemical Inc.**, at the unit price of **\$0.69** per gallon of sodium hypochlorite (chlorine solution) plus \$85 per truck load for split delivery. Based on projected usage, the annual contract is estimated at \$38,280. This is the same price and supplier as the current year. This chemical is used for disinfection for both the water and wastewater treatment processes. Bulk deliveries are split between the two facilities with approximately 2/3 to the wastewater plant and 1/3 to the water plant.

### 3. Quicklime

We recommend bid award (bid tab attached) to the low bidder, **Graymont Western Lime Corporation**, at the unit price of **\$144.00 per ton**, for quicklime used for water treatment. Based on projected usage of 800 tons, the annual contract is estimated at \$115,200 for the year. This is a 2.8 % increase over the current price of \$140.00 (Graymont Western Lime Corp.).

Enc.



**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION  
OF A PURCHASE ORDER FOR  
FERRIC CHLORIDE FOR WATER TREATMENT FOR FY 2014/15  
WITH PVS TECHNOLOGIES INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires ferric chloride (iron) in bulk deliveries for use in treating municipal wastewater; and

WHEREAS, the City of Owosso sought bids for ferric chloride; a bid was received from PVS Technologies Inc.; and it is hereby determined that PVS Technologies Inc. is qualified to provide such product 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 purchase ferric chloride from PVS Technologies Inc. in the amount of \$0.53 per pound of iron for the city fiscal year 2014/2015 with an estimated total amount for the year of \$38,160.00.
- SECOND: The purchase agreement between the City and PVS Technologies Inc. shall be in the form of a City Purchase Order and bid documents.
- THIRD: The above expenses shall be paid from the Wastewater Fund following delivery.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION  
OF A PURCHASE ORDER FOR  
BULK CHLORINE SOLUTION FOR WATER TREATMENT  
FOR FY 2014/15  
WITH JONES CHEMICAL, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires sodium hypochlorite (chlorine solution) in bulk deliveries for use in treating municipal drinking water and wastewater; and

WHEREAS, the City of Owosso sought bids for bulk chlorine solution (sodium hypochlorite); a bid was received from Jones Chemical Inc.; and it is hereby determined that Jones Chemical Inc. is qualified to provide such product 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 purchase bulk chlorine solution from Jones Chemical Inc. in the amount of \$0.69 per gallon of solution plus \$85.00 per truckload for split delivery for the city fiscal year 2014/2015 with an estimated total amount for the year of \$38,280.00.
- SECOND: The purchase agreement between the City and Jones Chemical Inc. shall be in the form of a City Purchase Order and bid documents.
- THIRD: The above expenses shall be paid from the Water and Wastewater Funds following delivery.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION  
OF A PURCHASE ORDER FOR  
QUICKLIME FOR WATER TREATMENT  
FOR FY 2014/15  
WITH GRAYMONT WESTERN LIME CORPORATION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires quicklime in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the City of Owosso sought bids for quicklime; a bid was received from Western Lime Corporation; and it is hereby determined that Graymont Western Lime Corporation is qualified to provide such product 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 purchase quicklime from Graymont Western Lime Corporation in the amount of \$144.00 per ton for the city fiscal year 2014/2015 with an estimated total amount for the year of \$115,200.00.
- SECOND: The purchase agreement between the City and Western Lime Corporation shall be in the form of a City Purchase Order and bid documents.
- THIRD: The above expenses shall be paid from the Water Fund following delivery.

CITY OF OWOSSO BID TABULATION SHEET

DATE 6/3/2014  
 DEPT. Water

SUBJECT: Quick Lime FY 2014-2015

ITEM #	DESCRIPTION	EST. QTY	UNIT	Mississippi Lime Co.		Graymont Western Lime Inc.		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	Small Pebble Quicklime	800	TONS		No Bid	\$ 144.000	\$ 115,200.00		
TOTAL BID						\$	115,200.00		

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD:

Gay M. Bule

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: \_\_\_\_\_

AWARDED: \_\_\_\_\_

PURCH. AGENT:

[Signature]

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: \_\_\_\_\_

COUNCIL APPROVED: \_\_\_\_\_

STAFF REC.:

GRAYMONT WESTERN LIME INC.

SOLE PROPRIETORSHIP

EXPIRATION DATE: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/27/2014  
 DEPT. WWTP

SUBJECT: Ferric Chloride Bid FY 2014/2015

ITEM #	DESCRIPTION	MONTHLY EST. QTY.	UNIT	PVS Technologies		Kemira		UNIT PRICE	TOTAL
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	Ferric Chloride	6,000	LBS	\$ 0.530	\$ 3,180.00	\$ 0.588	\$ 3,528.00		
TOTAL ANNUAL BID					\$38,160.00		\$42,336.00		

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD:

Gary M. Bork

PURCH. AGENT:

[Signature]

STAFF REC.:

PVS TECHNOLOGIES, INC.

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: \_\_\_\_\_

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: \_\_\_\_\_

SOLE PROPRIETORSHIP

EXPIRATION DATE: \_\_\_\_\_

AWARDED: \_\_\_\_\_

COUNCIL APPROVED: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/27/2014  
 DEPT. WWTP/Water

SUBJECT: Sodium Hypochlorite FY 2014/2015

ITEM #	DESCRIPTION	MONTHLY EST. QTY.	UNIT	KA Steel		JCI		Alexander	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Sodium Hypochlorite	4,500	GAL	\$ 0.790	\$ 3,555.00	\$ 0.690	\$ 3,105.00	\$ 0.840	\$ 3,780.00
2	Split Delivery	1	EA	Included		\$ 85.00	\$ 85.00	Included	
<b>TOTAL ANNUAL BID</b>					<b>\$42,660.00</b>		<b>\$38,280.00</b>		<b>\$45,360.00</b>

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD: *Jay M. Burke*

PURCH. AGENT: *[Signature]*

STAFF REC.: JCI (JONES CHEMICAL INC.)

GENERAL LIABILITY INSURANCE  
 EXPIRATION DATE: \_\_\_\_\_

WORKERS COMPENSATION INSURANCE  
 EXPIRATION DATE: \_\_\_\_\_

SOLE PROPRIETORSHIP  
 EXPIRATION DATE: \_\_\_\_\_

AWARDED: \_\_\_\_\_

COUNCIL APPROVED: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_

CITY OF OWOSSO BID TABULATION SHEET

DATE 5/27/2014  
 DEPT. WWTP/Water

SUBJECT: Sodium Hypochlorite FY 2014/2015

				Rowell Chemical Corp.		PVS Nolwood			
ITEM #	DESCRIPTION	MONTHLY EST. QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Sodium Hypochlorite	4,500	GAL	\$ 0.950	\$ 4,275.00	\$ 1.450	\$ 6,525.00		
2	Split-Delivery	1	EA	\$ 150.00		\$ 200.00			
TOTAL ANNUAL BID					\$53,100.00		\$86,700.00		

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:



## MEMORANDUM

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

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DATE: June 16, 2014  
TO: Owosso City Council  
FROM: Mark A. Sedlak, Director of Public Works  
SUBJECT: Sale of 2006 Elgin Street Sweeper

### RECOMMENDATION:

Council approve the sale of a used 2006 Elgin Street Sweeper to Bell Equipment Company, 78 Northpointe Drive, Lake Orion, MI 48359 (248) 370-0000 as follows:

One (1) 2006 Elgin Street Sweeper	\$17,500.00
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### BACKGROUND:

On an ongoing basis the City disposes of City property that meets or exceeds the criteria for replacement or is no longer useful to the City, including police patrol cars, DPW equipment, etc. via an online auction process. The sale is handled on the MITN Surplus Auction System. The city is responsible for payment to MITN of 5% of the bid price for this service.



**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT  
FOR THE SALE OF A USED 2006 ELGIN STREET SWEEPER  
TO BELL EQUIPMENT COMPANY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has established a purchasing cycle to maintain a healthy work vehicle fleet; and

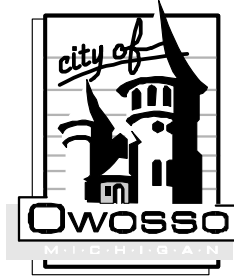
WHEREAS, as part of this purchasing cycle older vehicles are retired and sold to the highest bidder; and

WHEREAS, the City of Owosso uses the MITN online auction service to sell this equipment at a processing fee of 5% of the bid; and

WHEREAS, a bid solicitation for said used equipment was advertised and a responsive bid was received from Bell Equipment Company, in the amount of \$17,500.00 for one (1) 2006 Elgin Street Sweeper.

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 sell the named equipment to the high bidder as detailed above.
- SECOND: The mayor and city clerk are instructed and authorized to execute appropriate documents to complete the sale of this item.



## WARRANT 483

June 10, 2014

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Logicalis, Inc	Network engineering support - May 2014	General	\$ 9,123.00
Mike & Son Asphalt Inc	Release of retainer from Jackson Dr sidewalk project	Streets	\$ 1,000.00
Brown & Stewart PC	Professional services – May 13, 2014 – June 9, 2014	General	\$ 8,876.95
		Total	\$18,999.95



## MEMORANDUM

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**DATE:** June 12, 2014

**TO:** Mayor Frederick and the Owosso City Council

**FROM:** Amy K. Kirkland, City Clerk

**SUBJECT:** Set special meeting time for June 30<sup>th</sup> meeting

### RECOMMENDATION:

I recommend setting an early meeting time of 7:00 p.m. for the June 30<sup>th</sup> work session.

### BACKGROUND:

Council has set an ambitious agenda for the June 30<sup>th</sup> work session including:

1. Street Millage Proposal Discussion
2. Video Equipment Budget Discussion
3. Osburn Lakes Development Discussion

All three of these topics have the potential to take up significant time and in the interest of getting everyone home at a decent hour I am suggesting Council set an early start time. As an alternative, the agenda may be adjusted as well.

### FISCAL IMPACTS:

None, whether the meeting lasts until 8:00 p.m. or midnight, Council pay is the same!

Document originated by: Amy K. Kirkland, City Clerk

# OSBURN LAKES SITE CONDOMINIUM AND WOODLAND TRAILS CONDOMINIUM

November 29, 2010

## HISTORY

In 2000 the city saw the need for housing within the city limits and envisioned an upscale development on property that Caledonia Township was considering purchasing for parkland. The idea was that the city would purchase the land and select a developer to develop the property. On February 21, 2001 the city acquired 133 acres for \$425,000.

The Osburn Lakes Site Condominium was planned for development in two phases (Phase I and Phase II) and 11.52 acres was sold to Woodside Builders for the Woodland Trails Condominium.

Phase I would consist of 83 lots with the infrastructure to be installed under contract with the city. Woodside Builders were chosen through a request for proposals process and Woodside Builders paid \$166,000 for the exclusive option to sell lots for five years and was obligated to build three houses within first two years.

Woodland Trails Condominium, 43 unit high density duplex development was started by Woodside Builders and the Woodland Trail Association was established.

### **Osburn Lakes Site Condominium**

The city employed Gould and Associates to prepare plans for Osburn Lakes Phases I and II. The city prepared a financial plan which would cover the costs incurred by the city when all the lots sold-- estimated at \$1,515,000.

The city issued a request for proposals for Phase I and selected Woodside West, LLC as the developer. Phase I development agreement #1 was executed January 30, 2004 which expired after six months. Phase I development agreement #2 was executed July 7, 2004 with Woodside West, LLC. The city contracted with low bidder (Barnhart & Sons) to install infrastructure and the developer paid city for exclusive option to market lots.

Phase I moved forward with 53 lots being sold and dwellings constructed. In 2007 the recession began and no additional lots were sold and construction came to a halt. The development agreement with Woodside West, LLC expired July 6, 2009.

The master deed provided that the Osburn Lakes Condominium Association be established to administer, operate, manage, and maintain the condominium project according to the Michigan Condominium Act

Today's issues:

Incomplete Phase I--

The streets are incomplete. The city, as developer can seal coat the streets this year to reduce the water infiltration caused deterioration. This would give us three to five years. A double seal for Jackson Drive only is \$38,500. The alternative is finish paving all the streets for about \$90,000.



**Recommendation: The city use existing street bond money to put the final surface on the street and require future contractors to protect the street during construction.**

Missing sidewalks--

Initially it was planned to not install sidewalks until the lot was developed. This now leaves thirty lots scattered throughout the development without sidewalks.

**Recommendation: The city install sidewalks where missing with the cost be added to the lot cost.**

Incomplete trail--

The private trail on the north side of Jackson Drive is 90% complete.

**Recommendation: The city will complete the trail and turn it over to the Osburn Lakes Condominium Association for maintenance of all portions of the trail. Postpone trail construction south of Jackson Drive until Phase II work begins.**

Unsold lot maintenance--

The city must maintain the remaining 30 lots at an annual cost of approximately \$4,000 a year.

**Recommendation: Sell the lots as soon as possible so that a buyer will accept the maintenance cost.**

Selling of lots--

The city retains ownership of 30 lots. The original pricing was established to allow the city to recoup the development cost. A price schedule was established which was to escalate at 6% per year. Thus a lot that was originally priced at \$12,600 increased in value to somewhere in the range of \$16,000. Our assessor, based upon a November 23, 2010 analysis places the value at \$10,040 per lot.

The development agreement required that a purchaser begin construction within 18 months after purchase.

**Recommendation: Lots should be repriced in accordance with the following schedule which does not include the sidewalk cost but includes the cost of water and sewer connections which have been extended to the property line. The construction requirement should be eliminated.**

Area	Description	Lots	Initial cost	2010 land value	2011 land value
A	60 foot frontage lots with 120-130' depth	16	\$14,600	\$16,060	\$10,040
B-1	Small corner lots and 68 and 69	5	\$15,310	\$16,840	\$10,525
B-2	Large corner lots	5	\$16,100	\$17,710	\$11,070
C-1	Small privacy lots north side of Jackson Drive	8	\$17,500	\$19,250	\$12,030

C-2	Larger privacy lots north side of Jackson Drive	6	\$19,400	\$21,340	\$13,340
D	Walk-out lots/small lots	6	\$22,700	\$24,970	\$15,600
E	Walk-out large privacy lots	11	\$23,250	\$25,575	\$15,980
F	Large basement window	14	\$24,000	\$26,400	\$16,500
G	Walk-out large lots	12	\$25,500	\$28,050	\$17,530

Marketing unsold lots-- Since the expiration of the development agreement there has been no party actively engaged in selling the lots.

**Recommendation: The city will issue a request for proposals in an attempt to secure the services of a real estate broker to market the vacant property. The broker would be expected to handle listings, where appropriate, and work with potential buyers.**

Building requirements-- There have been inquiries to change building size requirements and to allow lot combinations. This would permit constructing large dwellings on the smaller lots and smaller dwellings on larger lots. This would destroy the planned concept and reduce the eventual return to the city on the city's investment--water and sewer taps would be unused.

**Recommendation: The development requirements remain in place except for the time to construct requirement.**

Incomplete Phase II-- Approximately 70 acres of undeveloped land south of Phase I remain with mineral rights and water rights based on a geological appraisal held by the city. Most of the property is wetland and eventually Phase II can likely be developed as planned, possibly in several phases.

**Recommendation: Hold the property for future development along the lines initially planned.**

### Woodland Trails Condominium

Woodside Builders, Inc. purchases 11.52 acres on February 19, 2003 for development of 43 condominiums. They paid the city \$108,000. A master deed was recorded March 26, 2004. The project got underway and 27 units were constructed and occupied. Woodside Builders, Inc. apparently still owns the undeveloped portions of the property.



Today's issues:

Unaccepted sanitary sewer- The sanitary sewer line installed by the developer has defects which have caused the city to refuse to accept the system for city maintenance. Listed as needing correction are:

1. Improper connection to the manhole in Gould Street which does not provide the proper flow channel.
2. The pipe is damaged 12-20 feet southwest of the manhole at the SW corner of Mallard Circle. The outlet pipe is higher than the inlet pipes and the flow channel is not complete.
3. Improper connection to the manhole in Pintail Court does not provide the proper flow channel.
4. A defective joint allows infiltration at the 1439 Pintail Court connection.

**Recommendation:** The city must refuse to accept sanitary sewer system until corrections are made. Homeowner's association must address issue with the developer or make corrections. The city can provide technical assistance since the city has no standing in the issue between the homeowner's association and the developer.

Walking trail--

The walking trail has washed out because developer/property owners have removed grass and shrubs designed to slow water flow.

**Recommendation:** The developer and homeowner's association should work with Osburn Lakes Condominium Association which has responsibility for trail maintenance and enforcement of covenants concerning water courses and wetlands protection. The city can provide materials for replacing washed out trail.

Incomplete streets--

The streets currently are incomplete. There is a question whether the streets are intended to become public streets or are to remain private streets.

**Recommendation:** The homeowner's association must decide whether the association wants the streets to become public streets and adhere to the ordinances and laws governing public streets. If the streets are to become public they must be completed according to city standards. Should the association want the streets to become public the city could finance the completion through a special assessment.

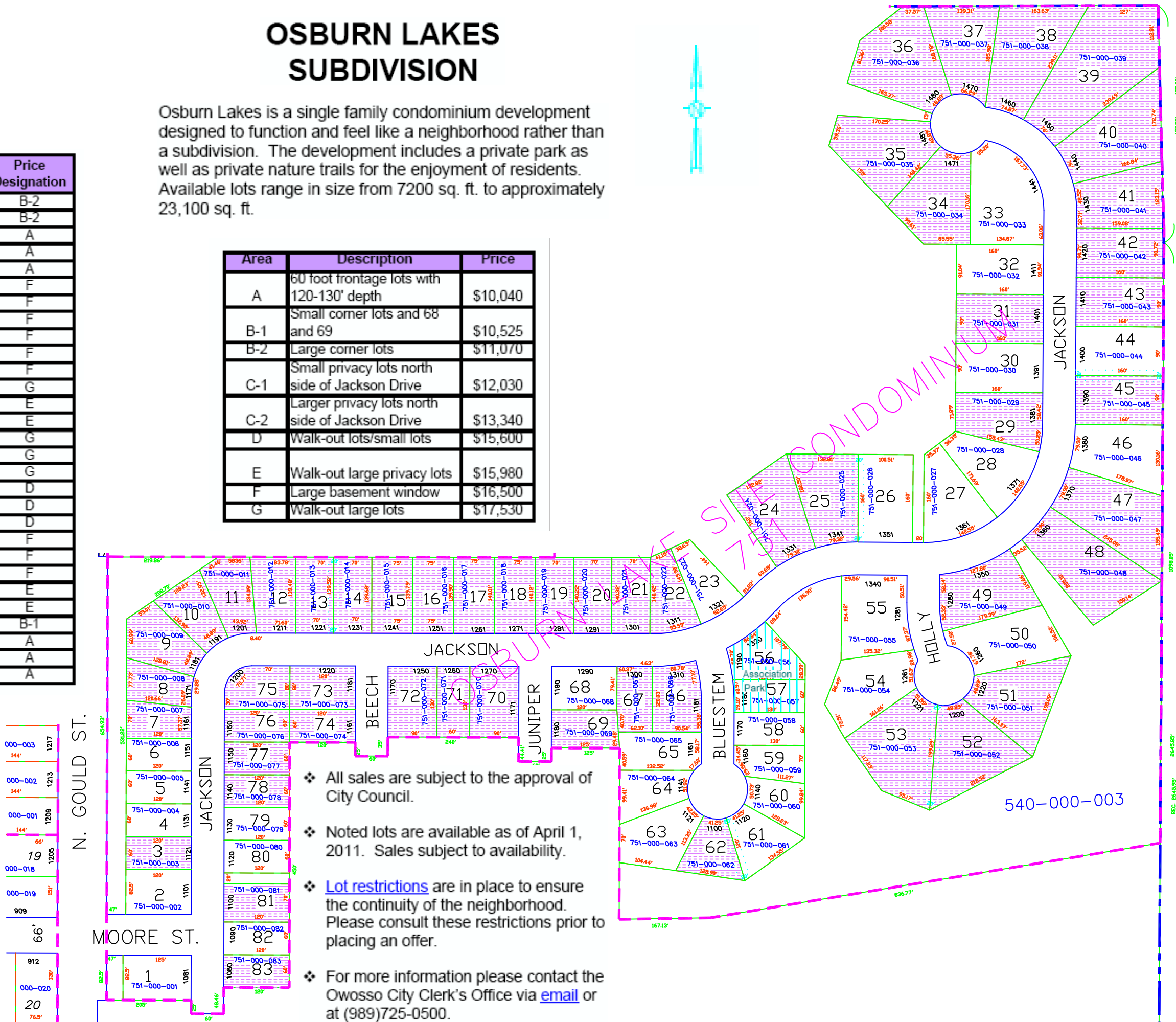
# OSBURN LAKES SUBDIVISION

Osburn Lakes is a single family condominium development designed to function and feel like a neighborhood rather than a subdivision. The development includes a private park as well as private nature trails for the enjoyment of residents. Available lots range in size from 7200 sq. ft. to approximately 23,100 sq. ft.



Available Lots	Price Designation
1	B-2
2	B-2
4	A
5	A
6	A
23	F
26	F
27	F
28	F
30	F
32	F
33	G
44	E
46	E
50	G
54	G
55	G
58	D
59	D
60	D
61	F
62	F
63	F
64	E
65	E
68	B-1
79	A
80	A
82	A

Area	Description	Price
A	60 foot frontage lots with 120-130' depth	\$10,040
B-1	Small corner lots and 68 and 69	\$10,525
B-2	Large corner lots	\$11,070
C-1	Small privacy lots north side of Jackson Drive	\$12,030
C-2	Larger privacy lots north side of Jackson Drive	\$13,340
D	Walk-out lots/small lots	\$15,600
E	Walk-out large privacy lots	\$15,980
F	Large basement window	\$16,500
G	Walk-out large lots	\$17,530



- ❖ All sales are subject to the approval of City Council.
- ❖ Noted lots are available as of April 1, 2011. Sales subject to availability.
- ❖ Lot restrictions are in place to ensure the continuity of the neighborhood. Please consult these restrictions prior to placing an offer.
- ❖ For more information please contact the Owosso City Clerk's Office via [email](#) or at (989)725-0500.





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301 WEST MAIN STREET • OWOSSO, MICHIGAN 48867-2958

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# MEMORANDUM

**TO:** Donald Crawford, City Manager  
**FROM:** William C. Brown, City Attorney  
**DATE:** March 27, 2014  
**RE:** Osburn Lakes/Amendments of Master Deed

You asked whether the City of Owosso may amend the Master Deed of the Osburn Lakes development to combine three lots. The answer is yes.

The Michigan Condominium Act, MCL 559.010 et seq. defines “Developer” as “a person engaged in the business of developing a condominium project...”. “Person” is later defined as inter alia a “corporation...or other legal entity”.

The Act further provides at Section 48 that the boundaries of a unit may be relocated if the owner(s) so desire. Under this Section the Condominium Association would be responsible to accomplish the relocation. The boundaries are relocated by virtue of an amendment to the Master Deed Section 90 of the Act states that an amendment shall not materially alter or change the rights of co-owners. Section 91 indicates an amendment to the Master Deed is only effective upon recording.

My understanding of the facts are as follows: The City of Owosso purchased approximately 130 acres. The City entered into a Development Agreement with Woodside West L.L.C. (“Woodside”) to develop 52 acres of the property. Woodside recorded a Master Deed on October 22, 2004. The City retained ownership of the realty but granted Woodside an Option to Purchase Real Property dated August 27, 2004. That Option expired August 27, 2009. Prior to Expiration of the Option, Woodside would purchase the lots from the City when they were sold to retail customers.

Memorandum to Donald Crawford  
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March 27, 2014

As you stated, the City still owns 30 of the 83 lots. The 30 lots are unencumbered.

The Master Deed at Article XII, A.(1) allows the developer to amend without the consent of co-owners if the amendment does not materially alter or change the rights of co-owners.

Based upon the above law and facts, it is my opinion that:

- The City is the developer.
- Pursuant to the Act, the City, as an owner of the lots in question, may request that the Condominium Association do an amendment to relocate the boundaries. This may not be the most efficient procedure.
- As the developer, the City may amend the Master Deed to consolidate the three lots by an Amendment to the Master Deed.

WCB/jmr

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Kaye Grubbe - Shiawassee Co. DMA

1999-2003

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007-07-400-003 (1999-2001)  
007-18-200-005  
050-540-000-001 (2002-2003) (per City of Owosso)  
050-540-000-003 (2003)

**MASTER DEED  
OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM**

THIS MASTER DEED has been executed as of October 20, 2004, by Woodside West, LLC, a Michigan domestic limited liability company, whose address is 5232 South Morrish Road, Swartz Creek, Michigan 48473 (the "Developer"), pursuant to the provisions of the Michigan Condominium Act, as amended.

**RECITALS:**

- A. Woodside West, LLC desires to establish the real property described in Article III below, and all appurtenances to it, together with all improvements at any time located upon that property, as a condominium project under the Act.
- B. Woodside West, LLC entered into an exclusive option to purchase real property dated August 27, 2004 with the City of Owosso wherein the City of Owosso granted Woodside West, LLC the right to purchase condominium units.
- C. Woodside West, LLC has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B, to accomplish this purpose.

2nd / Nemer Rlty.  
5232 Morrish Rd  
Swartz Creek, MI 48473

**ARTICLE I**

**DEFINITIONS**

When used in any of the Condominium Documents, or in any other instrument pertaining to the Condominium Project or the creation or transfer of any interest in it, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

- (a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association" means Osburn Lakes Condominium Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage, and maintain

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the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate Bylaws of the Association.

(d) "Common elements," where used without modification, means both the general and limited common elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project.

(f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(g) "Condominium Premises" means and includes the land described in Article III hereof, and all easements, rights and appurtenances belonging to the Condominium Project, as described below.

(h) "Condominium Project" means Osburn Lakes Residential Site Condominium, which is a condominium project established pursuant to the Act.

(i) "Condominium Subdivision Plan" means Exhibit B hereto.

(j) "Condominium unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described in Article VI hereof and on Exhibit B hereto.

(k) "Co-owner," "owner" or "member" each means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns legal or equitable title to a condominium unit (including land contract vendees not in default under the terms of their land contracts) within the Condominium Project, and is, therefore, a member of the Association.

(l) "Developer" means Woodside West, LLC, and its successors and assigns. The Developer of the Condominium controls an option to purchase the real property dedicated to the Condominium and will develop the Condominium.

(m) "Frontage Area" shall mean the area between the boundary of a unit and the paved portion of the road right-of-way, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B.



Keye Grubba - Shiawassee Co. DMR

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(n) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are incorporated by reference and made a part hereof.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

## ARTICLE II

### DEDICATION

By executing and recording this Master Deed, the Developer establishes Osburn Lakes Residential Site Condominium as a condominium project under the Act. Once established, the Condominium Project shall be held, conveyed, encumbered, leased, occupied, improved and in every manner utilized, subject to (i) the provisions of this Master Deed, and (ii) the Act. The provisions of this Master Deed shall run with the land included in the Condominium Project and bind the Developer, and all persons acquiring or owning an interest in the Condominium Project, or in the real estate dedicated to the Condominium Project, and their grantees, successors, assigns, heirs and personal representatives. The remainder of this Master Deed has been set forth in furtherance of the establishment of the Condominium Project.

## ARTICLE III

### LEGAL DESCRIPTION

The land which is dedicated to the Condominium Project established hereby is legally described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 18 AND ALSO PART OF THE SOUTHEAST 1/4 OF SECTION 7, T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, WHICH IS S 01°03'40" W 574.96 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SHIAWASSEE COUNTY SUBDIVISION PLAN NO. 8, WOODLAND TRAILS CONDOMINIUM, AS RECORDED IN LIBER 1057, PAGE 8, SHIAWASSEE COUNTY, MICHIGAN RECORDS; THENCE ALONG SAID CONDOMINIUM S 89°01'21" E 870.02 FEET AND N 00°25'59" W 625.15 FEET AND N 89°01'21" W 100.03 FEET; THENCE N 00°25'59" W 383.70 FEET; THENCE S 89°12'50" E 1231.17 FEET; THENCE S 00°30'20" E 437.83 FEET TO THE NORTH LINE OF SECTION 18; THENCE S 01°17'56" W

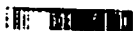
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1098.05 FEET; THENCE S 81°30'01" W 836.77 FEET; THENCE N 90°00'00" W 167.13 FEET; THENCE N 01°03'40" E 313.94 FEET; THENCE N 88°56'20" W 125.00 FEET; THENCE S 01°03'40" W 25.00 FEET; THENCE N 88°56'20" W 60.00 FEET; THENCE N 01°03'40" E 44.41 FEET; THENCE N 88°56'20" W 240.00 FEET; THENCE S 01°03'40" W 35.00 FEET; THENCE N 88°56'20" W 60.00 FEET; THENCE N 01°03'40" E 25.00 FEET; THENCE N 88°56'20" W 120.00 FEET; THENCE S 01°03'40" W 450.00 FEET; THENCE N 88°56'20" W 120.00 FEET; THENCE S 01°03'40" W 48.46 FEET; THENCE N 88°56'20" W 60.00 FEET; THENCE N 01°03'40" E 25.00 FEET; THENCE N 88°56'20" W 205.00 FEET TO SAID NORTH AND SOUTH 1/4 LINE OF SECTION 18; THENCE N 01°03'40" E, ALONG SAID NORTH AND SOUTH 1/4 LINE, 812.36 FEET TO THE PLACE OF BEGINNING, CONTAINING 52.72 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THAT PART NOW USED AS GOULD STREET, SO-CALLED, AND BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

Together with and subject to easements, restrictions and governmental limitations of record, and easements set forth on the Condominium Subdivision Plan attached as Exhibit B hereto or as declared and reserved in Article VII below.

#### ARTICLE IV

##### TITLE AND NATURE

The Condominium Project shall be known as Osburn Lakes Residential Site Condominium, Shiawassee County Subdivision Plan No. 12. Such architectural plans and specifications as may exist for the Condominium Project will be filed with the Register of Deeds, Shiawassee County, Michigan. The improvements contained in the Condominium Project, including the number, boundaries, dimensions and area of each unit, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. The Condominium Project contains individual units to be used as building sites for single-family homes. Each unit has been designed and is intended for separate ownership and use, as evidenced by each unit having direct access to a public road within the Condominium Project. Each co-owner in the Condominium Project shall enjoy the exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of the general common elements.

#### ARTICLE V

##### COMMON ELEMENTS

A. *General Common Elements.* The general common elements are:



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Keye Grubba - Shiawassee Co. DMR

(1) The real property described in Article III hereof, excluding those portions within the boundaries of any Condominium unit as described in Article VI. A. hereof and shown on Exhibit B hereto, but including easement interests of the Condominium in the property within the boundaries of any unit;

(2) All utility rights-of-way as indicated on the Condominium Subdivision Plan ("Right-of-Way"). Each co-owner shall have the right to build a driveway and place a mailbox upon Frontage Area adjoining his unit and when built, subject, however, to Developer's ability to arrange for front door delivery of mail, the portion of the driveway, but not the ground beneath it, built upon the Frontage Area, shall be as provided in subsection B below, a limited common element;

(3) The main electrical distribution system throughout the Condominium Project located within the Right-of-Way or Easement Area (excluding facilities which serve individual units);

(4) The telephone wiring system throughout the Condominium Project located within the Right-of-Way or Easement Area (excluding facilities which serve individual units);

(5) The gas distribution network throughout the Condominium Project located within the Right-of-Way or Easement Area (excluding facilities which serve individual units);

(6) Any cable television wiring throughout the Condominium Project located within the Right-of-Way or Easement Area (excluding facilities which serve individual units);

(7) The buffer strip located along the outer edge of the Condominium Project, as depicted on the Condominium Subdivision Plan;

(8) Any perimeter fence to be placed upon units or common elements along the exterior and interior boundaries of the Condominium Premises and Expansion Property, as defined herein;

(9) The walking trail depicted on the Gould Engineering site plan of August 12, 2004; and

(10) Such other elements of the Condominium Project not herein designated as common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium Project as a whole.

Some or all of the utility lines, systems and equipment described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be general common



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elements only to the extent of the co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest. Each co-owner will be responsible for connecting the utilities for his unit to the distribution lines lying within the Right-of-Way or Easement Area at his sole expense.

**B. Limited Common Elements.** The limited common elements are those common elements limited in use to the owners of the unit they abut or to which they appertain.

**C. Upkeep of Common Elements.** The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements are as follows:

(1) The Association shall bear the cost of decorating, maintaining, repairing and replacing all general common elements except (a) to the extent of maintenance, repair or replacement due to the acts or neglects of a co-owner or his agent, guest or invitee, for which such co-owner shall be wholly responsible, unless, and to the extent, any such loss or damage is covered by insurance maintained by the Association; and (b) as provided in subsection (2) of this section.

(2) Each co-owner shall bear the cost of installing and maintaining landscaping within the Frontage Area adjoining his unit; installing, maintaining, repairing and replacing the portion of the driveway built upon the Frontage Area; and of installing, decorating, maintaining, repairing and replacing the mailbox located within the Frontage Area.

(3) Except to the extent of maintenance, repair or replacement due to the act or neglect of another co-owner or his agent, guest or invitee, for which such co-owner shall be wholly responsible, the cost of decorating, maintaining, repairing and replacing all improvements, including landscaping, within the boundaries of a unit, and the cost of meeting the obligations set forth in subsection (2) of this section, will be borne by the co-owner of the unit. The appearance of all buildings, garages, patios, decks, porches (whether open or screened), landscaping and all other improvements within a unit or the Frontage Area appurtenant to it, will, at all times, be subject to the approval of the Association, except that the Association may not disapprove the appearance of an improvement maintained as constructed with the approval of the Developer or the Association.

Any maintenance, repair or replacement obligation to be borne by a co-owner may, if not performed by the co-owner, be performed by or under the direction of the Association, with the cost assessed against the responsible co-owner. The Association shall not, in such case, be responsible for incidental damage to the unit or the Frontage Area, or any improvement or property located within the boundaries of the unit or Frontage Area, of the co-owner who failed to fulfill his obligations.

**D. Residual Damage to Units.** Unless provided otherwise in this Master Deed or in the Condominium Bylaws, damage to a unit, or any improvement or property located



Kaye Grubba - Shawanese Co. DMA

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within the boundaries of the unit, caused by the repair, replacement or maintenance activities of the Association of those common elements which must be maintained by the Association shall be repaired at the expense of the Association.

*E. Use of Units and Common Elements.*

(1) No co-owner shall use his unit or the common elements in any manner (i) inconsistent with the purposes of the Condominium Project or (ii) which will unreasonably interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

(2) No co-owner shall be exempt from contributing toward Expenses of Administration (as defined in the Condominium Bylaws) or from the payment of assessments against his unit by reason of nonuse or waiver of use of the common elements or by the abandonment of his unit.

**ARTICLE VI**

**UNIT DESCRIPTION AND PERCENTAGES OF VALUE**

A. *Description.* A description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the unit itself, is set forth in the Condominium Subdivision Plan. Each unit shall consist of all that space within the unit boundaries, as shown on the Condominium Subdivision Plan and delineated in heavy outlines, but not any common elements contained therein. The dimensions shown on the Condominium Subdivision Plan for each unit have been calculated by Gould Engineering in its control plan and site plan.

B. *Percentages of Value.* The total value of the project is 100 percent (100%). All units are hereby assigned an equal percentage of value because all units are expected to have equal allocable expenses of maintenance. The Developer may contract the Condominium by removing existing units in the Contraction Property (as defined in Article IX hereof) or expand the Condominium Project by creating additional units in the Expansion Property (as defined in Article X hereof). Such contraction or expansion will result in a change in the actual percentage of value attributable to each unit in Phase 1. The percentages of value of all Phase I units would, however, remain equal to each other.

A unit's percentage of value shall be determinative of its proportionate share of the common proceeds and Expenses of Administration, the value of its vote at certain meetings of the Association of co-owners and of its undivided interest in the common elements.



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ARTICLE VII

EASEMENTS

A. *Easements for Maintenance and Related Matters.* There shall be an easement over and across the Condominium Premises and Expansion Property, as defined herein, for a perimeter fence along or within a reasonable distance of the boundaries of the Condominium Premises and Expansion Property. If all or any portion of a common element encroaches upon a unit due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, an easement shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. Perpetual easements shall also exist to, through, over, under and across the Condominium Premises, including all units, for the maintenance, repair or replacement of common elements, which easements shall be administered by the Association, and as may be appropriate, for the installation, inspection, maintenance, repair and replacement by the responsible governmental entity or utility company of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power and communications. The Association may grant such easements, licenses and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for connecting a unit to a utility, or for the benefit of the Condominium Project, subject, however, to the approval of the Developer so long as the Developer holds any unit available for sale or so long as any additional unit may be created in the Condominium.

B. *Easements Retained by Developer.*

(1) *Easements.* In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, and its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of any and all rights-of-way, roads and streets now or hereafter located in the Condominium Project for the purpose of (a) ingress to and egress from all or any portion of (i) the Condominium Premises, including any property hereafter contracted out of the Condominium; (ii) the Expansion Property, as defined herein, whether or not it is added to the Condominium Premises; and (iii) any other land in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer, (b) complying with any governmental regulation, or installing and servicing the roads, utilities, drains or perimeter fence, as shown on the Condominium Subdivision Plan attached hereto as Exhibit B, or (c) for any other lawful purpose.

(2) *Use of Facilities.* The Developer, and its duly authorized agents, representatives and employees, may maintain offices and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the development and sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.



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(3) Easements to Be Clear. No structures will be erected within any Unit which will interfere with the rights of ingress and egress provided above. Any fences, paving or plantings which interfere with the rights of ingress and egress provided above may be removed as necessary when installing or servicing the roads, utilities, drains or perimeter fence, and neither Developer nor Developer's agents will have liability for such removal.

(4) Drainage. No changes will be made in the grading of any areas used as drainage swales which would alter surface run-off drainage patterns without the prior written consent of Developer.

(5) Hook-Up of Utilities. The Developer reserves for the benefit of itself, and its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate governmental entity or utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to construct, extend and enlarge, all utility services or systems now or hereafter located on the property described in Article III hereof to service all or any portion of the Condominium Premises, including any property hereafter contracted out of the Condominium; Expansion Property as defined herein, whether or not it is added to the Condominium Premises; or any other property in the vicinity of the Condominium Project now owned or hereafter acquired by the Developer in furtherance of any lawful purpose.

(6) Utility Lines. All electrical service, cable television and telephone lines will be placed underground.

*C. Termination of Easements.* The Developer reserves the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when a utility easement is relocated to coordinate further and future development of the Condominium Project or other projects located in the vicinity of the Condominium Project. No easement for a utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

*D. Financial Support of Easements.* The Association shall financially support all easements described in this Article VII or otherwise pertaining to the Condominium Project, regardless of the rights of others to utilize such easements.



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ARTICLE VIII

RESTRICTIONS AND STANDARDS

INTRODUCTION

On July 7, 2004, Woodside West, LLC and the City of Owosso entered into a "Second Purchase Agreement". The terms of that agreement are to remain an obligation of the co-owners of the condominium project. The terms of this ARTICLE VIII, RESTRICTIONS AND STANDARDS, cannot be amended without the prior approval of the City of Owosso.

A. The minimum size of a dwelling unit shall be 1078 square feet, except that unit size for Lots 24 through 55 shall be a minimum of 1500 square feet.

B. The minimum roof pitch shall be 7/12.

C. The architectural concept of the homes shall be described in Exhibit C to this Master Deed and shall reflect the features of homes that are characteristic of Owosso's historic neighborhoods or the concept demonstrated in Developer's Heritage Village project at Bristol Road in Swartz Creek.

D. Every dwelling unit shall have a usable front porch with a minimum square footage of 96 square feet.

E. Within Developer's architectural guidelines outdoor lighting on private lots shall be shielded and avoid direct or indirectly reflected light visible from beyond the boundary of a residential lot. This provision shall not apply to lamps less than 1200 lumens or flood lights less than 900 lumens provided that the floodlight does not provide direct glare to traffic or is not directly aimed at adjoining residential buildings.

F. Mutual easement provisions for the walking trail shall be as mapped with the condominium unit adjoining the property on the north side. The trail location and construction plans are subject to a State of Michigan wetlands permit. The Osburn Lakes Residential Site Condominium Association shall maintain and insure all of the trail including those portions of the trail off the premises.

G. Unless specified in the construction plans at 15 feet, underground gas and/or electric utilities easements shall be permitted within a 10 foot zone adjacent to the street right-of-ways.

H. Lakefront/wetland units are to maintain a 25 foot setback from the wetland boundary subject to the terms of the MDEQ wetlands permit, Permit #03-78-0013-P issued on April 20, 2004. Prior to the sale of any unit or commencement of any construction on any unit, the boundary of the wetland areas shall be protected by the placement of a permanent marker, sign, stake, flagging or structure that is clearly visible



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ARTICLE IX

ALTERATIONS

A. *Boundary Relocations.*

(1) As long as the Developer holds any unit available for sale in the Condominium Project, it may, in its discretion, modify the dimensions of any such unit or units, the general common elements, and any limited common element appurtenant to such unit or units, by enlargement, combination, division, or reduction in size or relocation of boundaries between units, even if such action will result in the elimination of a unit from the Condominium Project. However, no such modifications may be performed which would unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any unit owned by a non-Developer co-owner which adjoins or is proximate to the modified unit. All space in the Condominium Project, since it is or could be affected by such a modification, is hereby designated as "convertible area," whether or not so designated on the Condominium Subdivision Plan. Such space may be converted, in the Developer's sole discretion, into portions of a unit, general common elements or limited common elements, or any combination of these, and the responsibility for maintenance, repair and replacement therefor may be assigned by an amendment to this Master Deed effected solely by Developer without the consent of any other person.

(2) If non-Developer co-owners owning adjoining units, or a non-Developer co-owner and Developer owning adjoining units, desire to relocate the boundaries between those units, then the Board of Directors of the Association shall, upon written application of the co-owners, accompanied by the written approval of all mortgagees of record of the adjoining units, forthwith prepare or cause to be prepared an amendment to this Master Deed duly relocating the boundaries.

B. *Convertible Area.* Not used.

C. *Master Deed Amendment.* No unit modified and no land removed in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification or removal is recorded. The Developer or Association may, in connection with any such amendment, readjust percentages of value for all units in a manner which gives recognition to such unit or common element modifications and the method of determination of percentages of value for the Condominium Project described in Article VI. B. above. All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have unanimously consented to an amendment or amendments to this Master Deed to effectuate the foregoing, including, subject to the limitations set forth herein, the proportionate reallocation of the percentages of value assigned to each unit if there is a change in the number of units. All such interested persons irrevocably appoint Developer and the Association as their agent



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and has an obvious purpose to protect the wetland area on the units. The permanent sign detail from the Gould Engineering July 11, 2003 wetland permit application is an acceptable minimum standard for compliance with this provision.

I. From the date of excavation of a dwelling unit, the structure and landscaping must be completed within 12 months according to the approved building plans.

J. Except for a one week driveway permit from the homeowner's association for recreational vehicles, no recreational vehicles or trailers are to be stored outdoors either in the yard areas or driveways.

K. Developer shall make the maximum feasible effort to arrange for front door delivery of mail.

L. The development of individual lots shall preserve to the maximum feasible extent landmark hardwood trees that are 8" in diameter or greater as measured 4' off the ground.

M. Developer agrees to contract with a third party land manager for the areas defined in a conservation easement zone for the benefit of the occupants of the site condominium and duplex condominium development adjoining the north line of the site condominium. With exception to the trail development to be constructed and maintained by the Developer and eventually the homeowner's association, the purpose of the third party agreement is to preserve and improve the natural character of the conservation zone, to decide on proposed alterations to those areas and to protect native plant and animal species. The third party manager shall be a non-profit corporation organized under the laws of the State of Michigan and established for the purpose of conservation land management. The City of Owosso shall retain the right of review and approval of the selected land management firm, or their successors from time to time, to assure the above standard is achieved.

N. Refuse collection shall be restricted to one refuse company serving the development on one day per week designated under City ordinance. Developer and eventually the homeowner's association shall have the authority to select the service provider, level of service and the term of service. Burning barrels are prohibited.

O. A 15' preserve for a wildlife corridor shall be established for Lots 36 through 48. Except for plantings of local vegetation species suitable for a nature area, this corridor cannot be occupied for yard use and must remain without obstructions such as fences or walls.

P. Sidewalks are to be installed at the time the driveways of the dwelling units are constructed. At a time it elects to do so, the City of Owosso shall reserve the right to complete sidewalk construction in front of the site condominium units without dwelling units and apply special assessments to recover the costs of the installation.



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and attorney for the purpose of executing such amendment or amendments to the Condominium Documents necessary to effectuate the foregoing.

**ARTICLE X**

Not used.

**ARTICLE XI**

**ENLARGEMENT OF CONDOMINIUM**

A. *Right to Expand.* The Condominium Project is an expandable condominium project, as that term is defined in the Act. The first phase of the Condominium Project established pursuant to this Initial Master Deed consists of eighty-three (83) units. Other phases may be added later. The Condominium Project will contain in its entirety no more than 178 units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article XI. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 18, T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, WHICH IS S 01°03'40" W 1387.32 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S 88°56'20" E 205.00 FEET; THENCE S 01°03'40" W 25.00 FEET; THENCE S 88°56'20" E 60.00 FEET; THENCE N 01°03'40" E 48.46 FEET; THENCE S 88°56'20" E 120.00 FEET; THENCE N 01°03'40" E 450.00 FEET; THENCE S 88°56'20" E 120.00 FEET; THENCE S 01°03'40" W 25.00 FEET; THENCE S 88°56'20" E 60.00 FEET; THENCE N 01°03'40" E 35.00 FEET; THENCE S 88°56'20" E 240.00 FEET; THENCE S 01°03'40" W 44.41 FEET; THENCE S 88°56'20" E 60.00 FEET; THENCE N 01°03'40" E 25.00 FEET; THENCE S 88°56'20" E 125.00 FEET; THENCE S 01°03'40" W 313.94 FEET; THENCE S 90°00'00" E 167.13 FEET; THENCE N 81°30'01" E 836.77 FEET; THENCE S 01°17'56" W 1547.80 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE S 89°41'34" W, ALONG SAID EAST AND WEST 1/4 LINE, 1976.39 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION 18; THENCE N 01°03'40" E, ALONG THE NORTH AND SOUTH 1/4 LINE, 1302.80 FEET TO THE PLACE OF BEGINNING, CONTAINING 69.45 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THAT PART NOW USED AS GOULD



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STREET, SO-CALLED, AND BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

(herein referred to as the "Expansion Property").

B. *Restriction upon Expansion.* Expansion of the Condominium Project shall occur without restriction under the following conditions:

- (1) The right to elect to expand the Project shall expire six (6) years from the date hereof.
- (2) All or any portion of the Expansion Property may be added, but none of it must be added.
- (3) There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.
- (4) Portions of the Expansion Property may be added to the Condominium Project at different times.
- (5) The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.
- (6) There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.
- (7) There is no restriction upon the number of condominium units that may be placed on any particular portion of the Expansion Property.
- (8) While the Developer presently intends that any expansion will be reasonably compatible with units in Phase I of the Condominium Project, the nature, appearance and location of all additional units, if any, placed upon the Expansion Property, and any structures to be built therein, will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.
- (9) There are no restrictions as to what improvements may be made on the Expansion Property.
- (10) There are no restrictions as to the types of condominium units that may be created on the Expansion Property, except that all units in the Condominium Project must be residential condominium units.
- (11) The Developer reserves the right, in its sole discretion, to create convertible and contractible area and limited common elements within any portion of the



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Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements.

(12) The Condominium Project shall be expanded, if it is expanded, by one or a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

(13) All expansion must be carried out in accordance with the provisions of the Act.

*C. Procedure for Expansion.* Pursuant to this Article X, and any other provisions of this Master Deed to the contrary notwithstanding, the number of units and the amount of real property in the Condominium Project may, at the sole option of the Developer, or its successors and assigns, from time to time, within a period ending no later than six (6) years from the date hereof, be increased by the addition to this Condominium Project of all or any portion of the Expansion Property and the creation of residential units thereon. Such increase in the size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns.

(1) The percentages of value set forth in Article VI hereof shall be adjusted proportionately in the event of such expansion in order to preserve a total value of 100 percent (100%) for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among the percentages of value and each unit's anticipated allocable expenses of administration.

(2) Such amendment or amendments to the Master Deed shall also contain such further definitions or redefinitions of general or limited common elements as may be necessary to adequately describe the common elements added to the Condominium Project by such amendment. Such amendment or amendments to the Master Deed shall also contain such modifications of general or limited common elements as may be necessary to adequately service the additional units being added to the Condominium Project by such amendment.

(3) All of the co-owners and mortgagees of units and other persons interested or to become interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing units which Developer may determine to be necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.



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Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of said Expansion Property as a rental development, a separate condominium project (or projects), or any other form of development.

## ARTICLE XII

### AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed, including Exhibits A and B, or any other Condominium Document, be amended, except as follows, or as provided in the Condominium Document sought to be amended.

#### A. *Methods and Conditions.*

(1) The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners (and the Board, to the extent permitted by the Condominium or Association Bylaws), hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments which do not materially alter or change the rights of a co-owner or mortgagee include, but are not limited to, amendments modifying the types and sizes of unsold units and their appurtenant common elements, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by any institutional participant in the secondary mortgage market which purchases or insures mortgages.

(2) This Master Deed, the Condominium Bylaws (subject to the restrictions set forth in Article XI thereon, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or their mortgagees, either pursuant to subsection (7) below or by an affirmative vote of two-thirds (2/3) of the votes of the co-owners and two-thirds (2/3) of the first mortgagees. A co-owner will have one vote for each unit owned, including, as to the Developer, all units created by the Master Deed but not yet conveyed. A mortgagee shall have one vote for each first mortgage held. The required votes may be achieved by written consents or by votes at any regular annual meeting or a special meeting called for such purpose, or a combination of votes and consents.



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(3) The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements, if any, may not be modified without the co-owner's consent.

(4) In no case, unless (i) all of the first mortgagees, (ii) all co-owners (other than the Developer), and (iii) the Developer (if at the time it owns any units) have given their prior written approval, shall the Association be entitled by any act or omission to seek to abandon or terminate the Condominium Project.

(5) The restrictions contained in this Article XII on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

(6) Co-owners and mortgagees of record shall be notified in writing at their addresses reflected on the Condominium records of proposed amendments not less than ten (10) days before the amendment is recorded.

(7) Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

(a) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(b) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;

(c) To clarify or explain the provisions of this Master Deed or its exhibits;

(d) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium Premises;

(e) To create, grant, make, define or limit easements affecting the Condominium Premises;

(f) To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;



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(g) To terminate or eliminate reference to any right which Developer has reserved to itself herein; and

(h) To make alterations described in Article VIII above, even if the number of units in the Condominium Project would thereby be reduced.

Amendments of the type described in this subsection (7) may be made by the Developer without the consent of co-owners or mortgagees, and any co-owner or mortgagee having an interest in a unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(8) The rights reserved to Developer in this Master Deed or in the Condominium Bylaws attached hereto as Exhibit A may not be amended except by or with the consent of the Developer.

*B. Recording.*

(1) An amendment to this Master Deed shall not be effective until the amendment is recorded.

(2) A copy of the recorded amendment shall be delivered to each co-owner.

*C. Costs.* A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners, based upon the Advisory Committee's decision or based upon Article X, Section 4, of the Condominium Bylaws, the costs of which shall be deemed expenses of administration.

*ARTICLE XIII*

*CONTROLLING LAW*

The provisions of the Act, and of the other laws of the State of Michigan and of the United States, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

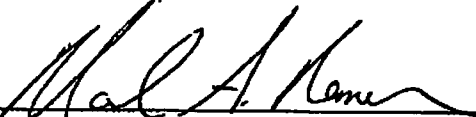
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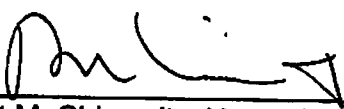
Kaye Grubba - Shiawassee Co. DMR

Woodside West, LLC

by:   
Mark A. Nemer  
its Member

STATE OF MICHIGAN )  
                          :SS  
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 20th day of October, 2004, by Mark A. Nemer, a Member of Woodside West, LLC, a Michigan domestic limited liability company, on behalf of said firm.

  
Robert M. Chimovitz, Notary Public  
Genesee County, Michigan  
My Commission Expires: 10/17/05

THIS MASTER DEED WAS PREPARED BY:  
ROBERT M. CHIMOVITZ (P11841)  
ATTORNEY AT LAW  
512 W. COURT STREET  
FLINT, MI 48503  
810-238-9615  
NEMEROSBURN LAKES MASTER DEED 10-20-04



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**EXHIBIT A**  
**CONDOMINIUM BYLAWS**  
**OF**  
**OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

*Section 1. Organization.* Osburn Lakes Residential Site Condominium, a residential site condominium project located in the City of Owosso, Shiawassee County, Michigan (the "Condominium"), shall be administered by an association of co-owners (the "Association") which shall be organized as a not-for-profit corporation under the laws of the State of Michigan. The Association will be responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium in accordance with the Master Deed and Bylaws of the Condominium, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, and the laws of the State of Michigan.

*Section 2. Compliance.* All present and future co-owners, mortgagees, lessees and all other persons who may in any manner use, enter upon or acquire any interest in the Condominium Premises, or any unit in the Condominium, shall be subject to and comply with the provisions of the Michigan Condominium Act (Act 59, of the Public Acts of 1978, as amended), and the Condominium Documents including, but not necessarily limited to, any provision thereof pertaining to the use and operation of the Condominium Premises and the property of the Condominium. The acceptance of a deed or conveyance, the taking of a mortgage, the execution of a lease or the act of occupancy of a unit, or presence, in the Condominium shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

*Section 3. Purpose of Bylaws.* These Bylaws govern the general operation, maintenance, administration, use and occupancy of the Condominium, and all such activities shall be performed in accordance with the provisions hereof.

**ARTICLE II**

**MEMBERSHIP AND VOTING**

*Section 1. Membership.* Each co-owner of a unit in the Condominium, present and future, shall be a member of the Association during the term of such ownership, and no other person or entity shall be entitled to membership. Neither membership in the Association nor the share of a member in the funds and assets of the Association shall be



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assigned, pledged or transferred in any manner, except as an appurtenance to a unit in the Condominium.

**Section 2. Voting Rights.** Except as otherwise provided in the Master Deed and in these Bylaws, the co-owners of each unit shall collectively be entitled to one vote when voting by number and one vote, the value of which shall equal the total percentage assigned to the unit or units owned by them in Article VI.B. of the Master Deed, when voting by value. Voting when required or permitted herein, or elsewhere in the Condominium Documents, shall be by value, except in those instances where voting is specifically required to be both in value and in number, and no cumulative votes shall be permitted.

**Section 3. Persons Entitled to Vote.** For each unit, the co-owners shall file a written certificate designating one individual representative entitled to cast the vote for the unit and to receive all notices and other communications from the Association. The certificate shall be signed by all of the record owners of the unit and filed with the Secretary of the Association. Such certificate shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned, the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the co-owner thereof, and shall be signed and dated by the co-owners of record. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change occurs in the record ownership of the unit concerned. The Developer shall, at any meeting, be entitled to cast a vote on behalf of each unit it owns without submitting any proof of ownership.

**Section 4. Method of Voting.** Votes on a specific issue may be cast in person. In addition, any person entitled to vote at any meeting may also appear and vote via telecommunications equipment, as provided in Article II, Section 6 of the Association Bylaws, or appear and vote (either specifically on an issue or by the general designation of a person to cast a vote) by written proxy. Proxies shall be valid only for the particular meeting designated, and any adjournment thereof, and must be filed with the Association before the appointed time of the meeting.

**Section 5. Majority.** At any meeting of the members at which a quorum is present, fifty-one percent (51%) in value of the co-owners voting, whether in person, by telecommunications or by proxy, on any particular matter, shall constitute a majority for the approval of such matter, except as otherwise required herein, by the Master Deed, or by law.

### ARTICLE III

#### MEETINGS AND QUORUM

**Section 1. First Meeting of Members.** The first meeting of the members of the Association may be convened only by the Board of Directors and may be called at any time upon ten (10) days' written notice to all members. In no event, however, shall the



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first meeting be held later than (a) one hundred twenty (120) days after legal or equitable title to forty-five (45) Condominium units has been conveyed to non-Developer co-owners; or (b) fifty-four (54) months after the first conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Board of Directors may call meetings of members of the Association for informational or other appropriate purposes prior to the first meeting of members, but no such meeting shall be construed as the first meeting of members. Prior to the first annual meeting, the Developer shall appoint all directors.

**Section 2. Advisory Committee.** The Developer shall establish an Advisory Committee of non-Developer members upon the passage of (a) one hundred twenty (120) days after legal or equitable title to twenty-four (24) Condominium units has been conveyed to non-Developer co-owners; or (b) one (1) year after the initial conveyance of legal or equitable title to a Condominium unit to a non-Developer co-owner, whichever first occurs. The Advisory Committee shall meet with the Board of Directors from time to time to facilitate communication with the non-Developer members and to aid in transferring control from the Developer to non-Developer members. The Advisory Committee shall be composed of not less than 3 nor more than 4 non-Developer members, who shall be appointed by the Developer in any manner it selects, and who shall serve at the pleasure of the Developer. The Advisory Committee shall automatically dissolve following the election of a majority of the Board of Directors by non-Developer co-owners. Reasonable notice of such meetings shall be provided to all members of the Committee, and such meetings may be open or closed, in the discretion of the Board of Directors.

**Section 3. Annual Meetings of Members.** Following the first meeting of members, an annual meeting of the members shall be held each year at the time and place specified in the Association Bylaws. At least ten (10) days prior to the date of an annual meeting, written notice of the time, place and purpose of such meeting shall be sent by first-class mail, postage prepaid, to each person entitled to vote at the meeting.

**Section 4. Special Meetings of Members.** It shall be the duty of the President to call a special meeting of the co-owners upon a petition signed by six (6), in number, of the co-owners and presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and purposes thereof and shall be given at least five (5) days prior to the date of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Quorum of Members.** Unless otherwise provided herein, the presence, in person or by proxy, of a majority in value of the co-owners entitled to vote shall constitute a quorum of members. If a quorum shall not be present at any meeting, the members present may adjourn the meeting for not more than six (6) days.



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**ARTICLE IV**

**ADMINISTRATION**

**Section 1. Board of Directors.** The business, property and affairs of the Association shall be managed by a Board of Directors consisting of three Directors; provided that the Board of Directors shall be expanded to five (5) directors when legal or equitable title to fifty (50) units has been conveyed to non-Developer co-owners. Until the initial meeting of members as provided in Article III, Section 1, hereof, the Directors designated by the Incorporator, or their appointed successors, shall serve. The entire Board of Directors shall be elected or appointed at the first meeting of the Association, each annual meeting of the Association and at any meeting of the Association called by the Board of Directors for the particular purpose of electing directors, in the following manner:

(a) If legal or equitable title to at least twenty-one (21) units (twenty-five percent (25%) of the units that may be created) has been conveyed to non-Developer co-owners, the non-Developer co-owners shall be entitled to elect one (1) of three (3) directors; provided that if fifty-four (54) months after the first conveyance of legal or equitable title, title to fewer than fifty (50) units has been conveyed, the non-Developer co-owners shall be entitled to elect two (2) of three (3) directors.

(b) If legal or equitable title to at least sixty-three (63) units has been conveyed to non-Developer co-owners, the non-Developer co-owners shall be entitled to elect three (3) of the five (5) directors.

(c) If legal or equitable title to at least sixty-three (63) units (seventy-five percent (75%) of the units that may be created) has been conveyed to non-Developer co-owners, the non-Developer co-owners shall be entitled to elect four (4) of the five (5) directors.

(d) If legal or equitable title to at least seventy-five (75) units (ninety percent (90%) of the units that may be created) has been conveyed to non-Developer co-owners, the non-Developer co-owners shall be entitled to elect all of the directors.

(e) If the number of units that may be created is changed, the number of units stated in subsections (a), (c) and (d) shall be changed to maintain the percentages set forth in those subsections.

(f) All the directors not elected by the non-Developer co-owners pursuant to subsections (a) through (d) inclusive of this Section shall be designated by the Developer.

Whenever the non-Developer members become entitled to elect one or more additional directors pursuant to the above formula, the Board of Directors shall provide due notice of a meeting at which an election of all the directors shall take place. The Board of Directors shall schedule such meeting to occur no later than one hundred twenty



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(120) days after the non-Developer members become so entitled or, if such meeting would be the first meeting of the Association, as provided in Article III, Section 1, above. A Board of Directors elected pursuant to these provisions shall serve until the earlier of the next annual meeting of the Association or such time as it has been replaced in accordance with the provisions of these Condominium Bylaws and the Association Bylaws.

**Section 2. Powers and Duties.** The Association shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the co-owners. The powers and duties to be exercised by the Association through the Board shall include, but shall not be limited to, the power and duty:

- (a) To manage and administer the affairs of and to maintain the Condominium, all appurtenances thereto and the common elements, property and easements thereof,
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where, in the judgment of the Directors, appropriate;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To restore, repair or rebuild the common elements of the Condominium, or any portion thereof, and any improvements located thereon, after the occurrence of a casualty and to negotiate on behalf of co-owners in connection with the taking of the Condominium, or any portion thereof, by eminent domain;
- (e) To contract for and employ, supervise, and discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;
- (f) To make and amend reasonable rules and regulations consistent with the Michigan Condominium Act, the Master Deed and these Condominium Bylaws affecting co-owners and their tenants, guests, employees and invitees concerning the use and enjoyment of the Condominium and to enforce such regulations by all legal methods, including, but not limited to, the imposition of fines and late payment charges, eviction proceedings or legal proceedings (copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative, as provided for in Article II, Section 3 above, of each member, and any such regulation or amendment may be revoked at any time at any duly convened meeting of the Association by the affirmative vote of more than 50 percent (50%) of all members in number and in value, except that the members may not revoke any regulation or amendment prior to the first meeting of the Association);



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(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, license, rent or lease (as landlord or tenant) any real or personal property, including, but not limited to, any common elements or unit in the Condominium, easements, rights-of-way or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of generating revenues, providing benefit to the members of the Association or in furtherance of any other appropriate purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall first be approved by the affirmative vote of two-thirds (2/3) of all of the members of the Association in value at a meeting of the members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium, and the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(k) To do anything required of or permitted by it as administrator of said Condominium by the Condominium Master Deed or Bylaws or the Michigan Condominium Act, as amended;

(l) To provide services to Co-owners;

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that, except in the case of licenses, leases or rental arrangements having a duration of one (1) year or less, neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them, unless at least two-thirds (2/3) of the first mortgages (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of



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the members in number and value have consented thereto. The Board may, however, grant easements for public utilities or other public purposes consistent with the intended use of the common elements by the Condominium, and no such grant shall be deemed a transfer for the purposes hereof.

**Section 3. Managing Agent.** The Board may employ, at a compensation established by it, a professional management agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. A "professional management agent" shall mean a person or organization having proven expertise, either from prior experience or by education, in the operation and management of real property. Prior to the transitional control date, the Developer, or any related person or entity, may serve as professional managing agent if so appointed. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any contract providing for services by the Developer or its affiliates, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon the transitional control date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the transitional control date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the transitional control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

**Section 4. Officers.** The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to affairs of the Association not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the members.

**Section 5. Actions Prior to First Meeting.** Subject to the provisions of Section 3 of this Article IV, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association designated by its Incorporator, or their appointed successors, before the first meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

**Section 6. Indemnification of Officers and Directors.** The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil,



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criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

## ARTICLE V

### OPERATION OF THE PROPERTY

*Section 1. Personal Property.* The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

*Section 2. Costs and Receipts to Be Common.* All costs incurred by the Association in satisfaction of any liability arising within, or caused by or in connection with, the common elements or the administration of the Condominium shall be Expenses of Administration (as defined in subsection 4 below). All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the general common elements or the administration of the Condominium shall be receipts of administration.

*Section 3. Books of Account.* The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association of co-owners and shall be open for inspection by the co-owners and their mortgagees during reasonable working hours on normal working days at a place to be designated by the Association. The books of account shall be audited at least annually by independent accountants, but such audit need not be a certified audit, nor must the accountants be certified public accountants. The cost of such audit, and all accounting expenses, shall be an Expense of Administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of the



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audit report within ninety (90) days following the end of the Association's fiscal year upon request therefor. At least once a year, the Association shall prepare and distribute to each co-owner a statement of its financial condition, the contents of which shall be defined by the Association.

**Section 4. Regular Assessments.** The Board shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain a statement of the estimated funds required to defray the Expenses of Administration for the forthcoming year, which shall mean all items specifically defined as such in these Bylaws and all other common expenses. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Project to the extent of the powers and duties delegated to it hereunder, and in the Master Deed, and shall include, without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the Association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping maintenance and replacement, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of an appropriate reserve fund. Each purchaser of a unit in the Condominium is required to pay the Association One Hundred and no/100 dollars (\$100.00) as a nonrefundable working capital contribution. As provided in Section 11 below, an adequate reserve fund for maintenance, repair and replacement of the general common elements must be established in the budget and must be funded by regular assessments rather than by special assessments. The budget shall also allocate and assess all Expenses of Administration against all co-owners in accordance with the percentage of value allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of the common elements.

The Board shall advise each non-Developer co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all co-owners, although failure to deliver a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. All assessments levied in accordance with the foregoing provisions of this Section 4 shall be payable by the non-Developer co-owners in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a unit by any means. The Board may, in its sole discretion, elect to collect the regular assessments on a quarterly basis. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide for the maintenance, repair or replacement of existing common elements, (3) to provide additions to the general common elements not exceeding Two Hundred Fifty and no/100 Dollars (\$ 250.00) annually, or (4) to provide for emergencies, the Board shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. Such assessments shall be payable when and as the Board shall determine.



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Any sums owed to the Association by any individual co-owner may be assessed to and collected from the responsible co-owner as an addition to the regular assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

**Section 5. Special Assessments.** Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board from time to time, following approval by the co-owners as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to, (1) assessments for capital improvements for additions to the general common elements at a cost exceeding Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including regular assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of two-thirds (2/3) of all members in value and in number, which approval shall be granted only by a vote of the co-owners taken at a meeting of the co-owners called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

**Section 6. Collection of Assessments.** When used in this Section 6 and Section 12 below, and wherever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular monthly and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any co-owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof. If any co-owner defaults in paying an assessment, interest at the maximum legal rate shall be charged on such assessment from the due date and further penalties or proceedings may be instituted by the Board in its discretion. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the Board for such payment. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intent to do so. A co-owner in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues. The Board may, but need not, report such a default to any first mortgagee of record; provided,



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however, that if such default is not cured within sixty (60) days, the Association shall give the notice required by Section 2 of Article IX of these Condominium Bylaws. Any first mortgagee of a unit in the Condominium may consider a default in the payment of any assessment a default in the payment of its mortgage. When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the unit prior to all other liens except unpaid ad valorem real estate taxes and special assessments imposed by a governmental entity and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each co-owner, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Further, each co-owner and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each co-owner acknowledges that at the time of acquiring title to his unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after the mailing of a written notice that an assessment, or any part thereof, levied against his unit is delinquent, and the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such notice shall be mailed by certified mail, return receipt requested, and postage prepaid, and shall be addressed to the individual representative of the delinquent co-owner designated in the certificate filed with the Association pursuant to Section 3 of Article II above, at the address set forth in such certificate or at his last known address. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien,



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(iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject unit, and (v) the name of the co-owner of record. Such affidavit shall be recorded in the Office of the Register of Deeds for the County in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the individual representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him, and each co-owner hereby consents to the appointment of such a receiver. The Association may purchase a unit at any foreclosure sale hereunder.

If the holder of a first mortgage on a unit in the Condominium obtains title to the unit as a result of foreclosure of the mortgage, deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the unit which became due prior to the acquisition of title to the unit by such person; provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the unit owners including such person, its successors and assigns, and that all assessments chargeable to the unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all co-owners.

*Section 7. Obligations of the Developer.* The Developer will maintain the units it owns and pay a pro rata share of the expenses of snow removal and fence maintenance. The Developer's pro rata share of these expenses will be based upon the ratio of all units owned by the Developer excluding any units on which there is a completed residence at the time the expense is incurred to the total number of units then in the Condominium Project. The Developer, although a co-owner and a member of the Association, will not be responsible at any time for payment of any regular or special assessment, except for units on which there is a completed residence with respect to which a certificate of occupancy has been issued by the City of Owosso. In no case shall the Developer be responsible for paying any assessment levied in whole or in part to finance any litigation or other claims against the Developer, any cost of investigating and preparing such claim, or any similar or related cost.

*Section 8. Access; Maintenance and Repair.* The Association or its agent shall have access to each unit, except any residence constructed thereon, from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of



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maintenance, repair or replacement of any of the general common elements located therein or accessible therefrom. The Association or its agent shall also have access to each unit, including any residence located thereon, at all times without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

It shall be the responsibility of each co-owner to provide the Association means of emergency access to the residence and other structures located within his unit during all periods of absence, and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to the residence or other structure caused thereby or for repair or replacement of any doors or windows damaged in gaining such access, all of which shall be the responsibility of such co-owner.

Each co-owner shall repair, replace, decorate and maintain his unit and any limited common elements appurtenant thereto in a safe, clean and sanitary condition, and shall install and maintain landscaping on the Frontage Area. Each co-owner shall also use due care to avoid damaging any of the common elements or any improvements located on or within a common element which is appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility. (If full reimbursement to the Association is excluded by virtue of a deductible provision, the responsible co-owner shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding.)

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1 through 3, inclusive, in the event of repair or replacement on account of a casualty loss.

*Section 9. Taxes.* Subsequent to the year in which the Condominium is established, all governmental special assessments and property taxes shall be assessed against the individual units and not upon the total property of the Condominium or any part thereof. Taxes and governmental special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 13 of the Act) shall be Expenses of Administration and shall be paid by the Association. Each unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the owner thereof shall reimburse the Association for his unit's share of such bill within ten (10) days after he has been tendered a statement therefor.

*Section 10. Documents to Be Kept.* The Association shall keep current copies of the approved Master Deed, and all amendments thereto, and other Condominium Documents available at reasonable hours to co-owners, mortgagees, prospective purchasers and prospective mortgagees of units in the Condominium.



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**Section 11. Reserve for Major Repairs and Replacement.** The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of common elements. The minimum standards required by this section may prove inadequate for a particular project.

The Association of co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

**Section 12. Statement of Unpaid Assessments.** Pursuant to the provisions of the Act, the purchaser of any unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special or resulting from unpaid charges. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself.

## ARTICLE VI

### INSURANCE; REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS

**Section 1. Insurance.** The Association shall, to the extent appropriate given the nature of the common elements, carry vandalism and malicious mischief and liability insurance (including, without limitation, Directors' and Officers' coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of co-owners. It shall be each co-owner's responsibility to obtain insurance coverage for his property located within the boundaries of his unit or elsewhere in the Condominium, including but not limited to, the Frontage Area adjoining



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his unit, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article VI shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any co-owner or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each co-owner hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any co-owner, and vice versa.

(b) The Association shall carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any co-owners.

(c) Each co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his residence and all other improvements constructed or to be constructed, and for his personal property located, within the boundaries of his Condominium unit or elsewhere in the Condominium Project, including but not limited to, the Frontage Area adjoining his unit. All such insurance will be carried by each co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such co-owner and the premiums therefor will constitute a lien against the co-owner's unit which may be collected from the co-owner in the same manner that Association assessments are collected in accordance with Article V. Each co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his unit (including within the residence located thereon), the limited common elements appurtenant to his unit, or on the Frontage Area appurtenant to his unit and also for alternative living expense in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.

(d) All insurance carried hereunder shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(e) All premiums upon insurance purchased by the Association pursuant to these Bylaws, except pursuant to subsection (c) above, shall be Expenses of Administration.

(f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as



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provided in Section 3 of this Article, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium Project unless all of the holders of first mortgages on units in the Condominium have given their prior written approval.

*Section 2. Appointment of Association.* Each co-owner, by ownership of a unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the common elements thereof. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

*Section 3. Reconstruction or Repair.* If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a general or limited common element, a unit or a residence located within a unit, the property shall be rebuilt or repaired if a residence located within any unit in the Condominium is tenable, unless the Condominium Project is terminated in accordance with subsection 4 of Section A of Article XII of the Master Deed.

(b) If the Condominium is so damaged that no residence located within any unit is tenable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless at least two-thirds (2/3) of the first mortgagees and two-thirds (2/3) of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium, and for a residence within any unit, substantially in accordance with the plans and specifications previously approved by the Association or Developer for that unit, to a condition as comparable as possible to the condition existing prior to damage unless two-thirds (2/3) of the co-owners and two-thirds (2/3) of the first mortgagees agree otherwise by a vote or in writing.

(d) If the damage is only to a unit, to a structure or improvement located within a unit except the perimeter fence, to a limited common element appurtenant to a unit, or to landscaping or a mailbox located within the Frontage Area adjoining a unit, it shall be the responsibility of the co-owner of the unit to repair such damage in accordance



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with subsection (e) hereof. In all other cases, except as provided in subsection (D) hereof, the responsibility for reconstruction and repair shall be that of the Association.

(e) Each co-owner shall be responsible for the reconstruction and repair of his unit, all structures or improvements, including landscaping, within his unit except the perimeter fence, the limited common elements appurtenant to his unit, and the landscaping and mailbox located on the Frontage Area.

(f) Except as otherwise provided herein, the Association shall be responsible for the reconstruction and repair of the general common elements. The Association shall receive all insurance proceeds and be responsible for all reconstruction and repair activity to the extent of such proceeds. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(g) Any proceeds of casualty insurance for which the Association paid the premium, whether received by the Association or a co-owner, shall be for the reconstruction or repair when reconstruction or repair is required by these Bylaws. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the assessments described in Article V, Section 4, hereof, and shall be payable when and as the Board shall determine.

(h) If damage within the Condominium impairs the appearance of the Condominium, the Association or the co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay, and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage.

**Section 4. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of general common elements. Any negotiated settlement shall be subject to the approval of at least two-thirds (2/3) of the co-owners in value and shall thereupon be binding on all co-owners.

(b) If an entire unit is taken by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the co-owner and his mortgagee, they shall be divested of all interest in the Condominium.



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The undivided interest in the common elements belonging to the co-owner whose unit has been taken shall thereafter appertain to the remaining units, including those restored or reconstructed under the provisions of this section.

(c) In the event of a partial taking of any unit, any condemnation award shall be paid by the condemning authority to the Association on behalf of the co-owner of the unit and his mortgagee, as their interests may appear. If part of the residence located within the unit is taken, the co-owner shall, if practical, and using the award, rebuild the same to the extent necessary to make it habitable or usable. If it is not practical to rebuild the residence within the boundaries of the unit, the entire undivided interest in the common elements appertaining to that Condominium unit shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium unit shall thenceforth be a common element.

(d) If there is any taking of any portion of the Condominium other than any unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds (2/3) of the co-owners in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effectuated by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owners.

(f) If any unit in the Condominium, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected units, if the Association earlier received the notice of mortgage required by Section 1 of Article IX hereof. If the common elements or any portion thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the Association shall so notify each holder of a first mortgage lien on any of the affected units, if the Association earlier received the notice of mortgage required by Section I of Article IX hereof.

(g) Votes in the Association of co-owners and liability for future Expenses of Administration appertaining to a Condominium unit taken or partially taken (but which is



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not practical to rebuild) by eminent domain shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their relative voting strength in the Association.

**Section 5. Construction Liens.** The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any unit thereof:

(a) Except as provided below, a construction lien for work performed on or beneath a Condominium unit or on the Frontage Area (as defined in Article V of the Master Deed), including that portion of a driveway built thereon, at the request of a co-owner, may attach only to the unit upon or for the benefit of which the work was performed. A construction lien for work performed in constructing a residence or other structure within a unit may attach to the residence or structure constructed.

(b) A construction lien for work authorized by the Developer or principal contractor, except at the request of a co-owner, and performed upon the common elements may attach only to units owned by the Developer at the time the work is performed.

(c) A construction lien for work authorized by the Association of co-owners may attach to each unit only to the proportionate extent that the co-owner of the unit is required to contribute to the Expenses of Administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Developer or the Association of co-owners, except as provided in subsection (a) above.

If a co-owner is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

**Section 6. Mortgages.** Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units, common elements or both.



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ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

Section 1. *Establishment of Restrictions.* In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units therein, the use of Condominium property shall be subject to the limitations set forth below:

A. *Property Subject to These Restrictions.*

(i) *Phase I.* All of the units of Phase I of Osburn Lakes Residential Site Condominium, except any unit or portion of a unit removed from the Condominium pursuant to Article X of the Master Deed ("Contraction Property"), are and shall remain subject to these restrictions. Any such Contraction Property removed from the Condominium may remain subject to the terms and conditions hereof, or Developer may, at its option, record alternative or supplemental restrictions with respect to such property, or develop the property outside the Condominium.

(ii) *Expansion Property.* Developer, or its successors or assigns, has the right to expand Osburn Lakes Residential Site Condominium by adding all or any portion of the Expansion Property to the Condominium in the manner provided in the Master Deed. Any such property added may become subject to the terms and conditions hereof, or Developer may at its option record alternative or supplemental restrictions with respect to any such property added to the Condominium.

B. *Building and Use Restrictions.*

(i) *Residential Use.* Except for units owned by the Developer and used for displaying model homes, all units shall be used for single-family residential purposes only. For the purposes hereof, "single-family" means (a) not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b)(1) a man or a woman (or a man and woman living together as a husband and wife), (2) the children of either and of both of them, and/or (3) the parents of either but not both of them, and no other persons; or (c) such other definition as is required by applicable law. No more than one residential unit may exist within any unit. No business, commercial, manufacturing, service or rental enterprise shall be conducted within any unit. No garage, recreational vehicle, basement, tent, shack, storage barn or similar type structure shall be used at any time as a residence, temporarily or permanently.

(ii) *Home Occupations.* Although all units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as



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a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold within the unit; (c) no person employed other than a member of the immediate family residing within the unit; and (d) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

(iii) *Animals.* Except for household dogs, cats, small caged birds, and fish, an owner may not keep, raise, or breed animals, livestock or poultry of any kind on any unit. Pit bull dogs and other dangerous animals are not permitted in the Condominium. No pets may be kept, raised or bred on any unit for commercial purposes. Fenced dog runs adjacent to the rear of a garage will be allowed only upon approval in writing by the Developer or the Association.

(iv) *Trash.* No trash, garbage or rubbish of any kind shall be placed within any unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that unit, as designated by Developer or the Association, except as necessary to allow for trash collection.

(v) *Approval of Construction.* The Developer in designing Osburn Lakes Residential Site Condominium, including the location and contour of the streets, has taken into consideration the following criteria:

(a) Osburn Lakes Residential Site Condominium is designed for residential living on large sites.

(b) The construction site within each of the units should be located so as to preserve the existing trees and contours where practicable.

(c) The architecture of the residence located within any unit should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Osburn Lakes Residential Site Condominium.

Consequently, the Developer reserves the power to control the buildings, structures and other improvements placed within each unit, as well as to make such exceptions to these restrictions as the Developer may deem necessary and proper. No building, wall, swimming pool or other structure will be placed within a unit or Frontage Area appurtenant to a unit unless and until the builder or contractor and the plans and specifications therefor showing the nature, kind, shape, height, color, materials, and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have been approved by the Developer, and no changes in or deviations from such builder or contractor and plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will



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be returned to the applicant. Each such building, wall, swimming pool or structure will be placed within a unit or Frontage Area only in accordance with the plans and specifications and plot plan as approved by the Developer. No modular or manufactured homes shall be placed within any unit. Refusal to approve a builder or contractor or plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the exterior appearance of any building, wall, swimming pool or other structures constructed with such approval will be made without like approval of the Developer. Approval of plans and specifications for reasonable modifications to provide handicap access pursuant to state or federal law shall not be unreasonably withheld. If the Developer fails to approve or disapprove any builder or contractor or plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that any builder or contractor is properly licensed by the State of Michigan and that any building, wall, swimming pool or other structure will be erected entirely within the boundaries of a unit and does not violate any of the covenants, restrictions or conditions set forth herein or adopted by the Association. The Developer will not be responsible for any negligence or misconduct of the builder or contractor or for any defects in any plans or specifications or in any building or structure erected by such builder or contractor according to such plans and specifications or in any changes in drainage resulting from such construction.

(vi) *Size Requirements.* All residences hereafter constructed must conform to the following size requirements:

(a) *Area Minimums.* The minimum size of the dwelling units in lots 24 through 55 shall be 1,500 square feet of living space. All other dwelling units shall be at least 1,078 square feet of living space.

(b) *General.* All square footage determinations will exclude basements (including walk-out basements), garages and open porches. The Developer may specify the number of levels that residences within specific units will be permitted to have to preserve the view from other units or to maintain a harmonious pattern of development in the construction of residences within the units. The height of any building will be not more than two (2) full stories above street level. If any portion of a level or floor within a residence is below grade, all of the level or floor will be considered a basement level.

(c) *Garages.* Garages, which will be for use only by the occupants of the residence to which they are appurtenant, must be attached to the residences and constructed in accordance with the approved plans. Each residence must have one garage capable of garaging at least two (2) and no more than three (3) standard size automobiles. There may only be one garage within each unit. No garage will be placed, erected or maintained within any unit except for use in connection with a residence within that unit or within an adjoining unit already constructed or under construction at the time that such garage is placed or erected within the unit.



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(d) *Accessory Structures.* Accessory structures may not exceed One Hundred Twenty (120) square feet of footprint space and Fifteen (15) feet of height. The exterior shall be constructed with the same material and color as the dwelling house built upon the same lot. The accessory building shall be placed upon the lot in such a manner that it cannot be seen easily from the street. No accessory structure may be constructed without the written approval of the Board of Directors of the Condominium Association.

(vii) *Lawns.* Each owner shall properly maintain all lawn areas within his unit and Frontage Area appurtenant to his unit, and at no time shall the height of said lawns exceed four inches (4"). All lawns shall be kept free from weeds, underbrush, and other unsightly growths.

(viii) *Recreational and Commercial Vehicles.* No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises unless parked in a garage with the door completely closed or unless present for temporary loading or unloading purposes. Recreational vehicles, campers and trailers may be parked in driveways for no more than one (1) week per year subject to their having a permit issued by the Condominium Association. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Condominium Premises, except in a completely closed garage, without the prior written consent of the Developer. Any truck over three-quarter ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road or on any Frontage Area, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(ix) *Fences.* No owner may install within his unit or Frontage Area appurtenant to his unit a fence of any type unless approved in writing by the Developer or the Association.

(x) *Antennae.* No owner may install within his unit a satellite dish or television antenna unless approved in writing by the Developer or the Association.

(xi) *Hunting.* No owner shall engage in or permit hunting in any form anywhere within the Condominium Premises.

(xii) *Furniture; Equipment.* No item of equipment, furniture or any other large movable item shall be kept within any unit outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All



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other items, such as lawn mowers, snowmobiles and dune buggies, shall be stored in a garage.

(xiii) *Nuisances.* No owner of any unit will do or permit to be done any act or condition within his unit or Frontage Area appurtenant to his unit which may be or is or may become a nuisance. No unit or Frontage Area will be used in whole or in part for the storage of rubbish of any character whatsoever (except normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the unit or Frontage Area to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor Will any substance, thing or material be kept within any unit or Frontage Area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding units. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a unit or Frontage Area. If any owner of any unit fails or refuses to keep his unit or Frontage Area appurtenant thereto free from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit or Frontage Area and remove the same and such entry will not be a trespass. The owner of the unit will reimburse the Developer or Association for all costs of such removal.

(xiv) *Completion of Construction and Stabilization of Soil.* Construction once commenced within any unit must be completed within twelve (12) months from the date of commencement, and within said period the soil within such unit, and the Frontage Area appurtenant to such unit, must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; provided that this provision shall neither prevent nor prohibit any owner from maintaining open areas for the planting of trees, shrubbery or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom.

(xv) *Compliance with Laws.* No owner shall take any action on or with respect to his unit that violates any federal, state or local statute, regulation, rule or ordinance.

C. *Restrictions Relating to Drainage.* All owners must comply with all requirements and restrictions of the Public Health Departments of Shiawassee County and the State of Michigan with regard to installation and maintenance of private water wells.

D. *Developer's Rights and Responsibilities.* Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last unit in the Condominium Project has been conveyed, this assignment shall occur automatically.

E. *Enforcement of Restrictions.* The Association's costs of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover



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its costs of proceeding against a breach by a co-owner as provided in Article XII, subsection I(b) below.

**F. Developer's Option to Repurchase.** If construction of a residence within a unit, by an approved builder and pursuant to approved plans and specifications, is not commenced within eighteen (18) months from the date the first owner other than the Developer first acquires legal or equitable title to such unit, unless such eighteen (18) month period is extended in writing by the Developer, the Developer will have the option to purchase back the unit from the then current owner. The Developer's option to purchase back the unit will continue until such time as construction is commenced for a residence which has been approved as provided by these restrictions. The option will be exercised by written notice to the owner of record of the unit, and the purchase price will be equal to the net cash proceeds (sale price less realtor's fee, if any) received by the Developer from the original sale of the unit, without increase for interest or any other charge. The Developer will also notify any mortgagee of the unit, as reflected in the records of the Association pursuant to Article IX below. If the option is exercised, Developer is to receive marketable title by warranty deed subject only to restrictions or encumbrances affecting the unit on the earlier of the date of the land contract or date of conveyance by the Developer and with all taxes and assessments which are due and payable or a lien on the unit, and any other amounts which are a lien against the unit, paid as of the date of conveyance back to the Developer. The closing of the purchase back shall occur at a place and time specified by the Developer not later than sixty (60) days after the date of exercise of the option. The then current owner of the unit will take such actions and shall execute such documents, including a warranty deed to the unit, as the attorney for the Developer will deem reasonably necessary to convey marketable title to the unit to the Developer, free and clear of all liens and encumbrances as aforesaid.

**G. General Provisions.**

(i) **Zoning.** All restrictions imposed by the City of Owosso Zoning Ordinance, as it applies to an R-1 One-Family Residential District, shall apply to all units in Osburn Lakes Residential Site Condominium, except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the City of Owosso's restrictions.

(ii) **No Gift or Dedication.** Nothing herein contained will be deemed to be a gift or dedication of any portion of the units or other areas in Osburn Lakes Residential Site Condominium to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes herein specifically expressed.

(iii) **No Third-Party Beneficiaries.** No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.



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Kaye Grubba - Shiawassee Co. CHA

(iv) *Handicapped Persons.* Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

*Section 2. Persons Subject to Restrictions.* All present and future co-owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, Bylaws, rules and regulations of the Association.

*Section 3. Enforcement.* A breach of any provision contained in Section 1 of this Article VII shall constitute a breach of these Bylaws and may be enforced pursuant to the terms of these Bylaws.

## ARTICLE VIII

### LEASES

*Section 1. Notice of Intent to Lease.* A co-owner, including the Developer, desiring to rent or lease a Condominium unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer proposes to rent any Condominium unit before the transitional control date, Developer shall notify either the advisory committee or each co-owner in writing. For security purposes, all non-co-owner occupants shall register their presence with the Association prior to taking occupancy and shall notify the Association upon departure. For the welfare and benefit of the condominium community, no more than six (6) condominium units may be rented at any one time.

*Section 2. Conduct of Tenants.* All tenants and non-co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act. If the Association determines that a tenant or non-co-owner occupant has failed to comply with the conditions of the Condominium Documents or the provisions of the Act, the Association may advise the appropriate member by certified mail of the alleged violation by a person occupying his unit. The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred. If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or the members may institute, derivatively on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and, simultaneously, for money damages against the member and tenant or non-co-owner occupant for the breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the tenant or non-co-owner occupant and the member liable for the damages caused to the Condominium.



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## ARTICLE IX

### MORTGAGES

**Section 1. Notice of Mortgage.** A co-owner who mortgages a unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Units." If the Association does not receive such notice, it shall be relieved of any duty to provide the mortgagee any notice required by the Master Deed or these Bylaws.

**Section 2. Notice of Default.** The Association shall give to the holder of any first and subsequent mortgage covering any unit in the Condominium Project written notification of any default in the performance of the obligations of the co-owner of such unit that is not cured within sixty (60) days if such mortgagee has, in writing, requested the Association to report such defaults to it.

**Section 3. Notice of Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements of the Condominium against vandalism and malicious mischief and the amounts of such coverage.

**Section 4. Notice of Meetings.** Upon a request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

**Section 5. Acquisition of Title by First Mortgagee.** Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or deed in lieu thereof, shall not be liable for such unit's unpaid assessments which accrue prior to acquisition of title by the mortgagee, except to the extent provided in Article V, Section 6, above.

## ARTICLE X

### AMENDMENTS

**Section 1. Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more of the members in number or in value by an instrument in writing signed by them.

**Section 2. Meeting to Be Held.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.



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*Section 3. Vote Required.* These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3) of the members in number and in value and two-thirds (2/3) of all mortgagees at any regular meeting or special meeting called for such purpose, except that the method or formula used to determine the percentage of value of units in the Condominium Project and any provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified or amended without the consent of each affected member and mortgagee. For purposes of such voting, each co-owner will get one (1) vote for each unit owned, including as to the Developer all units created by the Master Deed but not yet conveyed. Each mortgagee shall get one (1) vote for each mortgage held.

*Section 4. Amendments Not Materially Changing Condominium Bylaws.* The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any member or mortgagee, provided that such amendments shall not materially alter or change the rights of a member or mortgagee. The Developer may also enact amendments to these Condominium Bylaws as provided in the Master Deed.

*Section 5. Effective Date.* Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

*Section 6. Costs of Amendments.* Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment except as provided in Article XII.C. of the Master Deed.

*Section 7. Notice; Copies to Be Distributed.* Members and mortgagees of record of Condominium units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to the Bylaws shall be furnished to every member after recording; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium Project regardless of whether such persons actually receive a copy of the amendment.

## ARTICLE XI

### DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Bylaws are attached as an exhibit.



Keye Grubbs - Shawnee Co. DMA

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## ARTICLE XII

### REMEDIES FOR DEFAULT

**Section 1. Relief Available.** Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of any assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner or the failure of any co-owner to abide by the provisions of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any co-owner be entitled to recover attorneys' fees.

(c) Such other reasonable remedies as are provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against co-owners after notice and opportunity for hearing, as provided in the rules and regulations of the Association, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove or abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

**Section 2. Failure to Enforce.** The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provision, covenant or condition in the future.

**Section 3. Rights Cumulative.** All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.



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**Section 4. Hearing.** Prior to the imposition of any fine or other penalty hereunder, the offending unit owner shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing, the Board shall prepare a written decision and place it in the permanent records of the Association.

### ARTICLE XIII

### ARBITRATION

**Section 1. Submission to Arbitration.** Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Condominium Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the co-owners or between such co-owners and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the co-owner and one (1) individual appointed by the Board of Directors of the Association. These two (2) panelists will then promptly agree on the third member of the panel. No co-owner who is a natural person may appoint himself or a member of his household to the panel. No corporation or partnership member may appoint a director, partner, officer or employee to the panel. Neither may the Board appoint a person similarly associated with an individual, corporate or partnership member.

Costs of the arbitration shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

**Section 2. Effect of Election.** Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

**Section 3. Preservation of Rights.** No co-owner shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.



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Kaye Grubba - Shawnee Co. DKA

**ARTICLE XIV**

**SEVERABILITY**

If any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

**ARTICLE XV**

**CONFLICTING PROVISIONS**

In the event of a conflict between the provisions of the Act (or other law of the United States or of the State of Michigan) and any Condominium Document, the Act (or other law) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium Bylaws;
- (3) The Articles of Incorporation of the Association;
- (4) The Bylaws of the Association; and
- (5) The Rules and Regulations of the Association.



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Keys Grubbs - Shiawassee Co. DMA

SHIAWASSEE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 12

EXHIBIT 'B' TO MASTER DEED OF

OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

PART OF THE NORTHEAST 1/4 OF SECTION 18 AND PART OF THE SOUTHEAST 1/4 OF SECTION 7,  
T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN

DEVELOPER:

WOODSIDE WEST, L.L.C.  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473

SURVEYOR:

GOULD ENGINEERING, INC.  
VICTOR J. LUKASAVITZ, P.S. 25858  
2040 EAST MAPLE AVENUE  
FLINT, MICHIGAN 48507

ATTENTION: COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED  
IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED  
TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON  
THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

SHEET INDEX

1. TITLE AND DESCRIPTIONS
2. TOTAL DEVELOPMENT SURVEY PLAN
3. WETLAND PLAN
4. SURVEY PLAN - UNITS 1-15 AND UNITS 72-83
5. SURVEY PLAN - UNITS 16-25 AND UNITS 56-71
6. SURVEY PLAN - UNITS 26-28 AND UNITS 47-55
7. SURVEY PLAN - UNITS 29-46
8. SURVEY PLAN
9. SITE PLAN - UNITS 1-15 AND UNITS 72-83
10. SITE PLAN - UNITS 16-25 AND UNITS 56-71
11. SITE PLAN - UNITS 26-28 AND UNITS 47-55
12. SITE PLAN - UNITS 29-46
13. SITE PLAN
14. UTILITY PLAN - UNITS 1-15 AND UNITS 72-83
15. UTILITY PLAN - UNITS 16-25 AND UNITS 56-71
16. UTILITY PLAN - UNITS 26-28 AND UNITS 47-55
17. UTILITY PLAN - UNITS 29-46
18. UTILITY PLAN

EXHIBIT B

DESCRIPTION OF TOTAL DEVELOPMENT

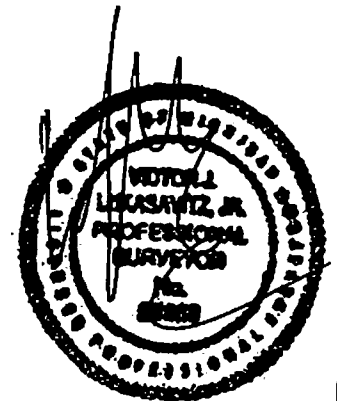
PART OF THE NORTHEAST 1/4 OF SECTION 18 AND ALSO PART OF THE SOUTHEAST 1/4 OF SECTION 7,  
T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT  
A POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, WHICH IS S 01°03'40" W 574.95  
FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHWEST  
CORNER OF SHIAWASSEE COUNTY SUBDIVISION PLAN NO. 8, WOODLAND TRAILS CONDOMINIUM, AS  
RECORDED IN LIBER 1057, PAGE 8, SHIAWASSEE COUNTY, MICHIGAN RECORDS; THENCE ALONG SAID  
CONDOMINIUM S 89°01'21" E 870.02 FEET AND N 00°25'59" W 625.15 FEET AND N 89°01'21" W  
100.03 FEET; THENCE N 00°25'59" W 383.70 FEET; THENCE S 89°12'50" E 1231.17 FEET;  
THENCE S 00°20'20" E 437.83 FEET TO THE NORTH LINE OF SECTION 18; THENCE S 01°17'56" W  
2645.85 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE S 89°41'34" W, ALONG  
SAID EAST AND WEST 1/4 LINE, 1978.39 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION;  
THENCE N 01°03'40" E, ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, A DISTANCE OF  
2115.16 FEET TO THE PLACE OF BEGINNING, CONTAINING 122.17 GROSS ACRES OF LAND, MORE OR LESS,  
BEING SUBJECT TO THAT PART NOW USED AS GOULD STREET, SO-CALLED, AND BEING SUBJECT TO ANY  
RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.

DESCRIPTION OF PROPOSED FUTURE DEVELOPMENT

PART OF THE NORTHEAST 1/4 OF SECTION 18, T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY,  
MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH AND SOUTH 1/4 LINE OF  
SAID SECTION 18, WHICH IS S 01°03'40" W 1387.32 FEET FROM THE NORTH 1/4 CORNER OF SAID  
SECTION; THENCE S 88°56'20" E 205.00 FEET; THENCE S 01°03'40" W 25.00 FEET; THENCE  
S 88°56'20" E 60.00 FEET; THENCE N 01°03'40" E 48.46 FEET; THENCE S 88°56'20" E  
120.00 FEET; THENCE N 01°03'40" E 450.00 FEET; THENCE S 88°56'20" E 120.00 FEET; THENCE  
S 01°03'40" W 25.00 FEET; THENCE S 88°56'20" E 60.00 FEET; THENCE N 01°03'40" E 35.00  
FEET; THENCE S 88°56'20" E 240.00 FEET; THENCE S 01°03'40" W 44.41 FEET; THENCE  
S 88°56'20" E 60.00 FEET; THENCE N 01°03'40" E 25.00 FEET; THENCE S 88°56'20" E  
125.00 FEET; THENCE S 01°03'40" W 313.94 FEET; THENCE S 90°00'00" E 167.13 FEET; THENCE  
N 01°30'01" E 836.77 FEET; THENCE S 01°17'56" W 1547.80 FEET TO THE EAST AND WEST 1/4  
LINE OF SAID SECTION; THENCE S 89°41'34" W, ALONG SAID EAST AND WEST 1/4 LINE, 1978.39  
FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION 18; THENCE N 01°03'40" E, ALONG THE  
NORTH AND SOUTH 1/4 LINE, 1302.80 FEET TO THE PLACE OF BEGINNING, CONTAINING 89.45 GROSS  
ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THAT PART NOW USED AS GOULD STREET,  
SO-CALLED, AND BEING SUBJECT TO ANY RECORDED OR UNRECORDED EASEMENTS OF BENEFIT OR  
BURDEN.

DESCRIPTION OF EXISTING DEVELOPMENT

PART OF THE NORTHEAST 1/4 OF SECTION 18 AND ALSO PART OF THE SOUTHEAST 1/4 OF SECTION 7,  
T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT A  
POINT ON THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18, WHICH IS S 01°03'40" W 574.95  
FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 18, SAID POINT ALSO BEING THE SOUTHWEST  
CORNER OF SHIAWASSEE COUNTY SUBDIVISION PLAN NO. 8, WOODLAND TRAILS CONDOMINIUM, AS  
RECORDED IN LIBER 1057, PAGE 8, SHIAWASSEE COUNTY, MICHIGAN RECORDS; THENCE ALONG SAID  
CONDOMINIUM S 89°01'21" E 870.02 FEET AND N 00°25'59" W 625.15 FEET AND N 89°01'21" W  
100.03 FEET; THENCE N 00°25'59" W 383.70 FEET; THENCE S 89°12'50" E 1231.17 FEET;  
THENCE S 00°20'20" E 437.83 FEET TO THE NORTH LINE OF SECTION 18; THENCE S 01°17'56" W  
1098.05 FEET; THENCE S 01°30'01" W 836.77 FEET; THENCE N 90°00'00" W 167.13 FEET;  
THENCE N 01°03'40" E 313.94 FEET; THENCE N 88°56'20" W 125.00 FEET; THENCE  
S 01°03'40" W 25.00 FEET; THENCE N 88°56'20" W 60.00 FEET; THENCE N 01°03'40" E 44.41  
FEET; THENCE N 88°56'20" W 240.00 FEET; THENCE S 01°03'40" W 35.00 FEET; THENCE  
N 88°56'20" W 60.00 FEET; THENCE N 01°03'40" E 25.00 FEET; THENCE N 88°56'20" W  
120.00 FEET; THENCE S 01°03'40" W 450.00 FEET; THENCE N 88°56'20" W 120.00 FEET; THENCE  
S 01°03'40" W 48.46 FEET; THENCE N 88°56'20" W 60.00 FEET; THENCE N 01°03'40" E  
25.00 FEET; THENCE N 88°56'20" W 205.00 FEET TO SAID NORTH AND SOUTH 1/4 LINE OF SECTION  
18; THENCE N 01°03'40" E, ALONG SAID NORTH AND SOUTH 1/4 LINE, 812.36 FEET TO THE PLACE  
OF BEGINNING, CONTAINING 52.72 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THAT  
PART NOW USED AS GOULD STREET, SO-CALLED, AND BEING SUBJECT TO ANY RECORDED OR  
UNRECORDED EASEMENTS OF BENEFIT OR BURDEN.



PROPOSED DATED: OCTOBER 2, 2004

GOULD ENGINEERING, INC.  
2040 E. MAPLE AVENUE  
PHONE: 810-743-0120  
FLINT, MICHIGAN 48507  
FAX: 810-743-1727

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**NOTES:**

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. (R) INDICATES A RADIAL LINE. (NR) INDICATES A NON RADIAL LINE.
3. CONCRETE MONUMENTS SET AT CORNERS INDICATED BY "o".
4. SPLIT SECTIONED "T" IRONS SET AT ALL POINTS INDICATED BY "A".
5. BEARINGS WERE ESTABLISHED FROM THE PLAT OF "DUDLEY PARK SUBDIVISION NO. 1", AS RECORDED IN LIBER 12, PAGE 203, SHAWASSEE COUNTY, MICHIGAN RECORDS, OF N 01°03'40" E ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 18, T7N-R3E.
6. SEE SHEETS 9 THROUGH 13 OF 18 FOR COORDINATE POINTS AND VALUES.
7. EASEMENTS SHOWN WERE COMPILED FROM AVAILABLE RECORDS.

**COORDINATE POINTS**

(#)	NORTH	EAST	(#)	NORTH	EAST
1	6000.00	4000.00	55	5058.55	4972.73
2	5954.81	8848.69	56	5060.87	4847.75
3	3324.47	6585.33	57	5035.87	4847.29
4	3310.34	3950.18	58	5036.09	4787.30
5	5425.14	3989.35	59	5081.39	4788.12
6	5424.28	4039.35	60	5085.83	4548.16
7	5410.29	4859.25	61	5050.84	4547.52
8	6035.42	4854.52	62	5051.95	4487.53
9	8037.13	4754.50	63	5076.94	4487.99
10	6420.82	4751.60	64	5079.16	4388.01
11	6403.93	5882.66	65	4829.24	4359.68
12	5966.11	5988.52	66	4831.48	4239.70
13	3320.94	5976.54	67	4583.01	4238.60
14	3310.61	4000.20	68	4584.12	4178.81
52	4868.35	5961.63	69	4809.12	4179.27
53	4744.67	5134.05	70	4811.99	4024.30
54	4744.67	4966.92	71	4812.91	3974.31

**SURVEYOR'S CERTIFICATE**

I, VICTOR J. LUKASAVITZ, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

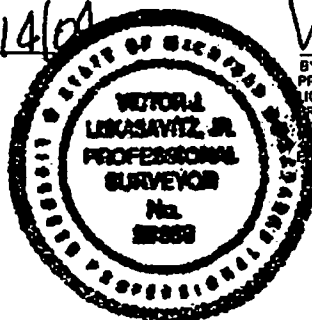
THAT THE SUBDIVISION PLAN KNOWN AS "OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM", SHAWASSEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

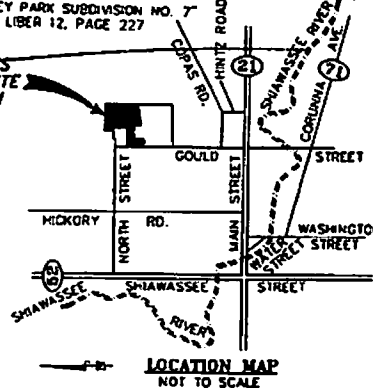
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE: 10/14/04



BY: VICTOR J. LUKASAVITZ  
PROFESSIONAL SURVEYOR  
LICENSE NO. 25858  
PRESIDENT  
GOULD ENGINEERING, INC.  
2040 E. MAPLE AVENUE  
FLINT, MICHIGAN 48507

OSBURN LAKES  
RESIDENTIAL SITE  
CONDOMINIUM



**OSBURN LAKES  
RESIDENTIAL SITE CONDOMINIUM**

**TOTAL DEVELOPMENT SURVEY PLAN**

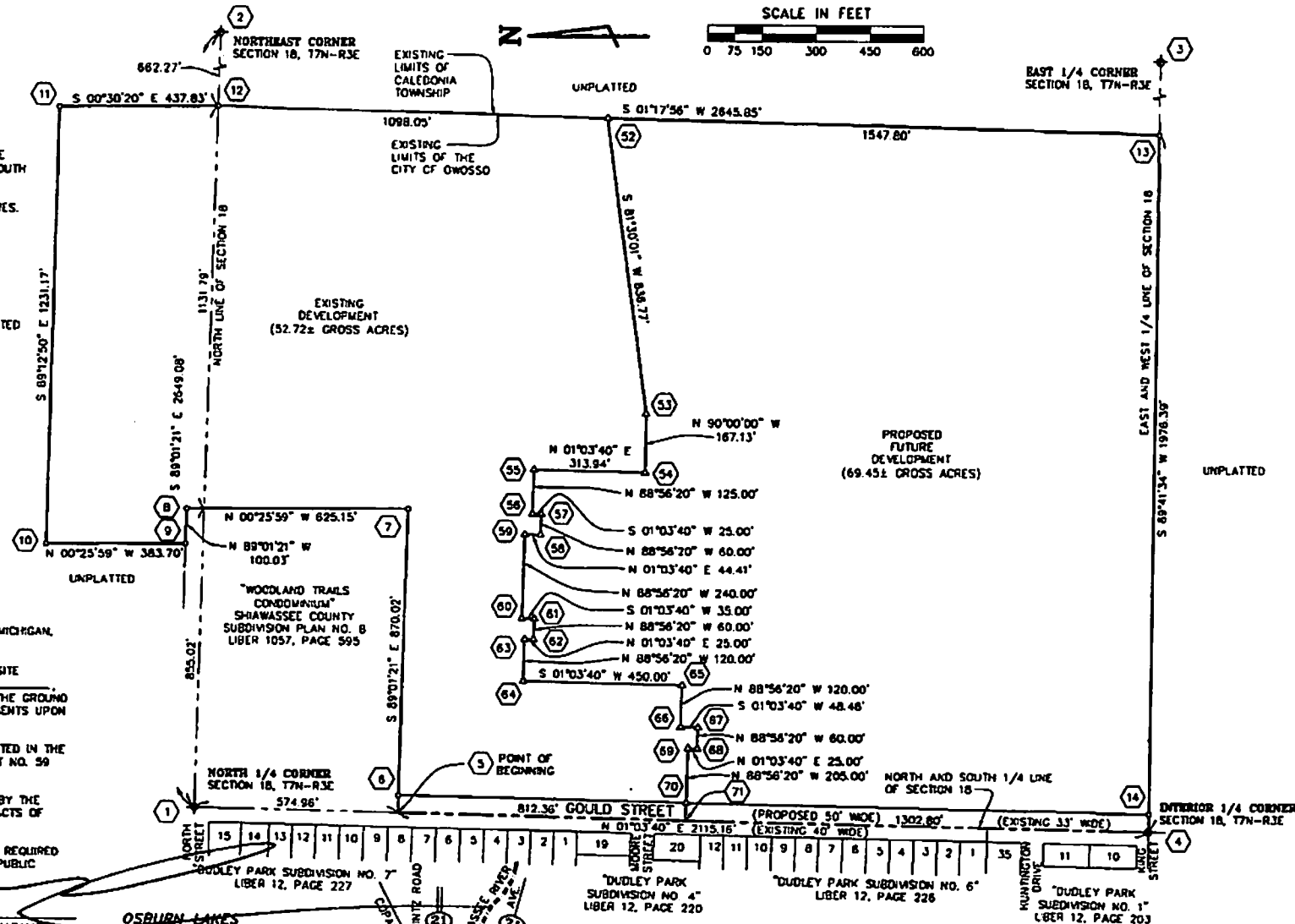
**DEVELOPER:**

WOODSIDE WEST, L.L.C.  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473

PROPOSED DATED: OCTOBER 2, 2004

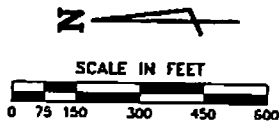
**GOULD ENGINEERING, INC.**  
2040 E. MAPLE AVENUE  
FLINT, MICHIGAN 48507  
PHONE: 810-743-9120  
FAX: 810-743-1707

3138955  
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 L-1069 P-159  
 Kaye Grubbs - Shawassee Co. DMA



**NOTES:**

1. THE WETLAND AREAS DEPICTED WERE PROVIDED AS PART OF THE AERIAL FILE PROVIDED BY ROWE ENGINEERING, INC. AS FLAGGED BY C.R. CONSULTING. THE WETLANDS HAVE BEEN APPROVED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WETLAND ASSESSMENT FILE NO. 02-78-0001-WA, DATED JULY 26, 2002.
2. PER THE CITY OF OWOSSO ORDINANCE, A 25 FOOT WETLAND SETBACK SHALL EXIST AROUND ALL WETLAND AREAS.



**LEGEND**

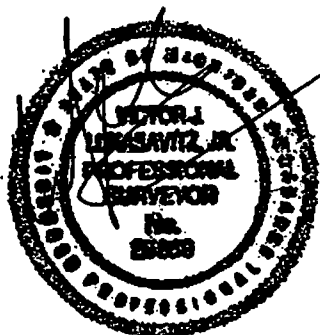
- WETLAND AREA
- WATER AREA (LOCATED JULY, 2001)
- NATURAL DRAINAGE COURSE FLOW THROUGH DEVELOPMENT (MUST BE PRESERVED)

**LAKEFRONT / WETLAND UNIT NOTE:**

UNITS ADJOINING LAKES AND/OR WETLANDS ARE SUBJECT TO MINIMUM ELEVATIONS AND SHALL HAVE NO LOWER FLOORS, EXCLUDING BASEMENTS AND NO OPENINGS INTO THE BASEMENT LOWER THAN THE FOLLOWING ELEVATIONS:

UNITS 15-36	745.3 (N.G.V. DATUM)
UNITS 48-52	740.1 (N.G.V. DATUM)
UNITS 53-63	741.0 (N.G.V. DATUM)

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 DMR  
 Kaye Grubbs - Shiawassee Co.

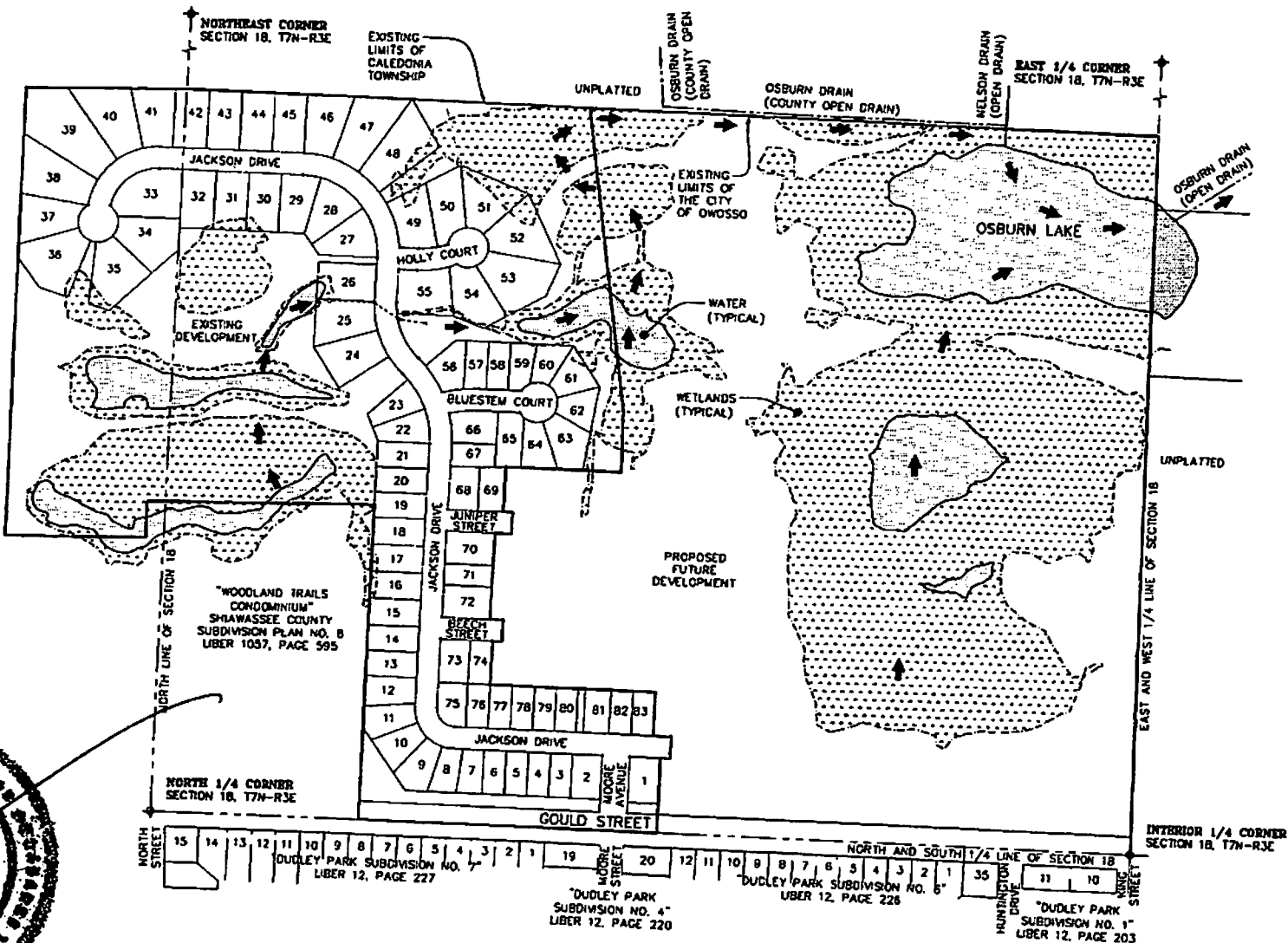


**BENCHMARK**   
 RIM OF MONUMENT BOX AT GOULD STREET AND NORTH STREET  
 ELEVATION = 752.95 (N.G.V. DATUM)

**BENCHMARK**   
 CHISELED "X" NORTH RIM OF WATER VALVE AT NORTHWEST CORNER OF GOULD STREET AND MOORE AVENUE  
 ELEVATION = 746.11 (N.G.V. DATUM)

**BENCHMARK**   
 RAILROAD SPIKE ON THE EAST FACE OF A LIGHT POLE ON THE SOUTHWEST CORNER OF GOULD STREET AND HUNTINGTON DRIVE  
 ELEVATION = 753.39 (N.G.V. DATUM)

**BENCHMARK**   
 RIM OF MONUMENT BOX AT GOULD STREET AND KING STREET  
 ELEVATION = 752.02 (N.G.V. DATUM)



**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

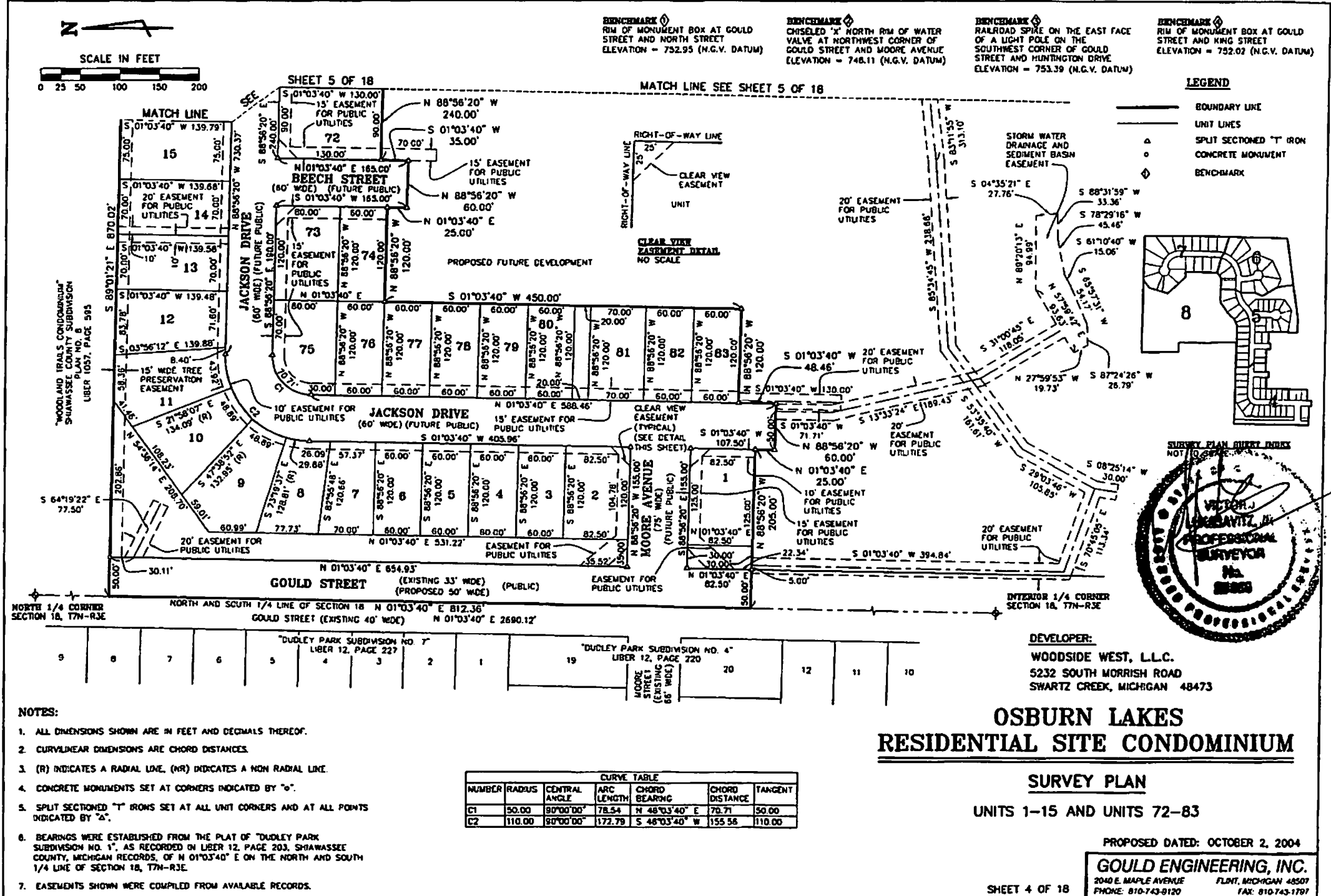
**WETLAND PLAN**

**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

PROPOSED DATED: OCTOBER 2, 2004  
**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE  
 FLINT, MICHIGAN 48607  
 PHONE: 810-743-9120 FAX: 810-743-1797



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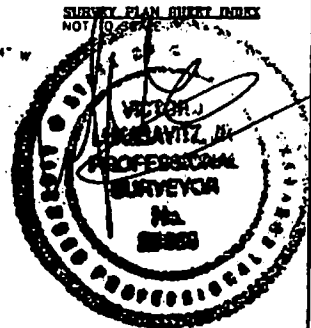
NORTH 1/4 CORNER SECTION 18, T7N-R3E

NORTH AND SOUTH 1/4 LINE OF SECTION 18  
 GOULD STREET (EXISTING 40' WDC) N 01°03'40" E 2680.12'

"DUDLEY PARK SUBDIVISION NO. 7" LIBER 12, PAGE 227

"DUDLEY PARK SUBDIVISION NO. 4" LIBER 12, PAGE 220

DEVELOPER:  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRIS ROAD  
 SWARTZ CREEK, MICHIGAN 48473



- NOTES:
- ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
  - CURVILINEAR DIMENSIONS ARE CHORD DISTANCES.
  - (R) INDICATES A RADIAL LINE, (NR) INDICATES A NON RADIAL LINE.
  - CONCRETE MONUMENTS SET AT CORNERS INDICATED BY "o".
  - SPLIT SECTIONED "T" IRONS SET AT ALL UNIT CORNERS AND AT ALL POINTS INDICATED BY "Δ".
  - BEARINGS WERE ESTABLISHED FROM THE PLAT OF "DUDLEY PARK SUBDIVISION NO. 1", AS RECORDED IN LIBER 12, PAGE 203, SHIWAASSEE COUNTY, MICHIGAN RECORDS, OF N 01°03'40" E ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 18, T7N-R3E.
  - EASEMENTS SHOWN WERE COMPILED FROM AVAILABLE RECORDS.

CURVE TABLE					
NUMBER	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	TANGENT
C1	50.00	80°00'00"	78.54	N 48°03'40" E	50.00
C2	110.00	80°00'00"	172.79	S 46°03'40" W	110.00

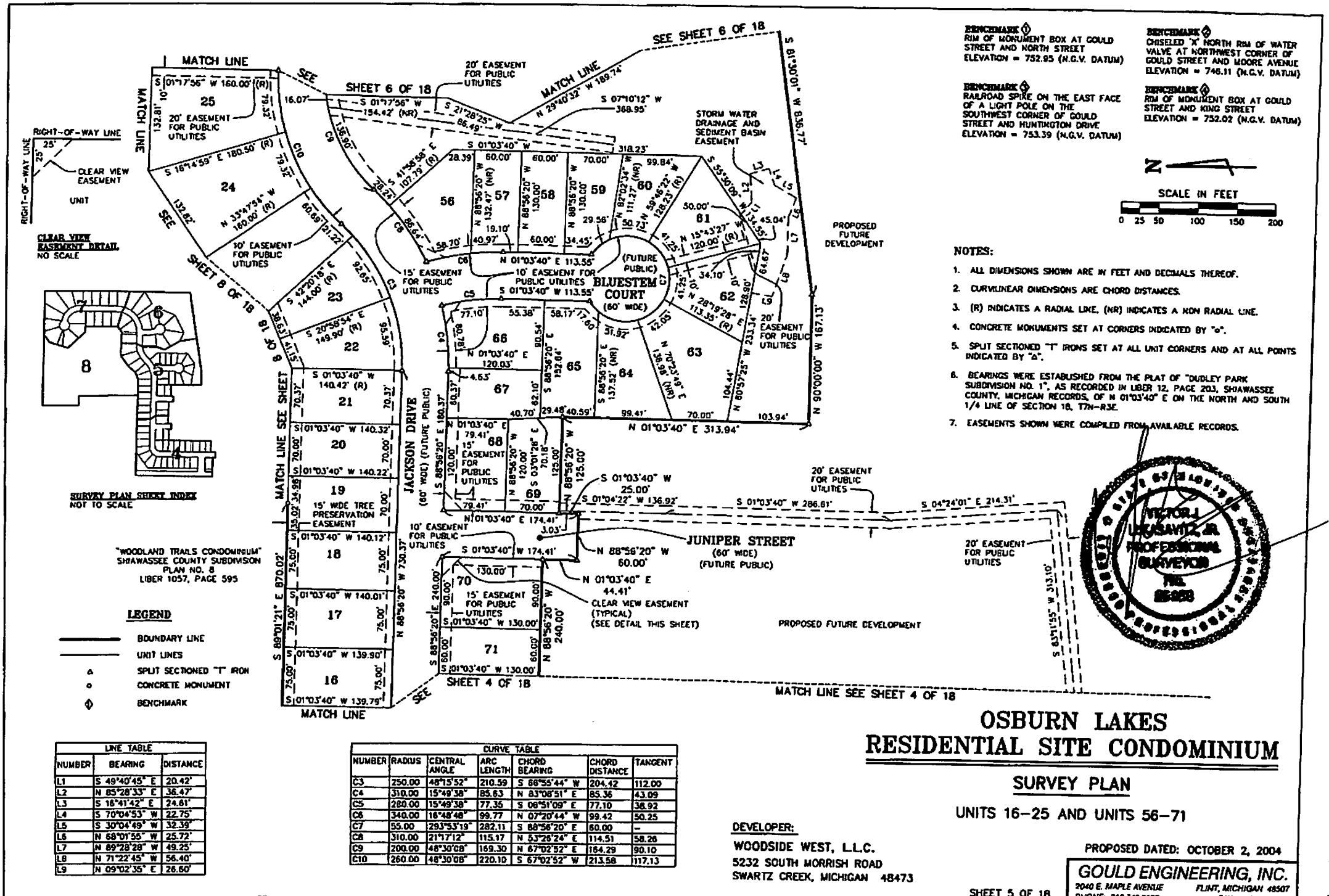
# OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

**SURVEY PLAN**  
 UNITS 1-15 AND UNITS 72-83

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
 PHONE: 810-743-8120 FAX: 810-743-1791

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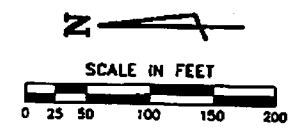


**BENCHMARK** Ⓢ  
 RIM OF MONUMENT BOX AT GOULD STREET AND NORTH STREET  
 ELEVATION = 752.95 (N.G.V. DATUM)

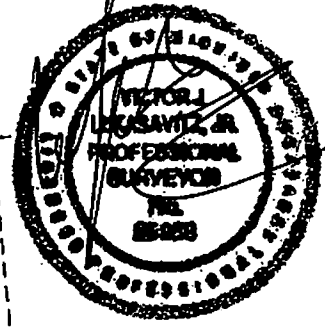
**BENCHMARK** Ⓢ  
 CHISELED "X" NORTH RIM OF WATER VALVE AT NORTHWEST CORNER OF GOULD STREET AND MOORE AVENUE  
 ELEVATION = 746.11 (N.G.V. DATUM)

**BENCHMARK** Ⓢ  
 RAILROAD SPIRE ON THE EAST FACE OF A LIGHT POLE ON THE SOUTHWEST CORNER OF GOULD STREET AND HUNTINGTON DRIVE  
 ELEVATION = 753.39 (N.G.V. DATUM)

**BENCHMARK** Ⓢ  
 RIM OF MONUMENT BOX AT GOULD STREET AND KING STREET  
 ELEVATION = 752.02 (N.G.V. DATUM)



- NOTES:**
1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
  2. CURVILINEAR DIMENSIONS ARE CHORD DISTANCES.
  3. (R) INDICATES A RADIAL LINE. (NR) INDICATES A NON RADIAL LINE.
  4. CONCRETE MONUMENTS SET AT CORNERS INDICATED BY "o".
  5. SPLIT SECTIONED "T" IRONS SET AT ALL UNIT CORNERS AND AT ALL POINTS INDICATED BY "a".
  6. BEARINGS WERE ESTABLISHED FROM THE PLAT OF "DUDLEY PARK SUBDIVISION NO. 1", AS RECORDED IN LIBER 12, PAGE 203, SHAWASSEE COUNTY, MICHIGAN RECORDS, OF N 01°03'40" E ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 18, T7N-R3E.
  7. EASEMENTS SHOWN WERE COMPILED FROM AVAILABLE RECORDS.



"WOODLAND TRAILS CONDOMINIUM"  
 SHAWASSEE COUNTY SUBDIVISION  
 PLAN NO. 8  
 LIBER 1057, PAGE 595

- LEGEND**
- BOUNDARY LINE
  - UNIT LINES
  - △ SPLIT SECTIONED "T" IRON
  - o CONCRETE MONUMENT
  - Ⓢ BENCHMARK

NUMBER	BEARING	DISTANCE
L1	S 49°40'45" E	20.42'
L2	N 85°28'33" E	36.47'
L3	S 16°41'42" E	24.81'
L4	S 70°04'53" W	22.75'
L5	S 30°04'49" W	32.39'
L6	N 68°01'55" W	25.72'
L7	N 89°28'28" W	49.25'
L8	N 71°22'45" W	56.40'
L9	N 09°02'35" E	26.60'

NUMBER	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	TANGENT
C3	250.00	48°15'52"	210.59	S 86°55'44" W	204.42	112.00
C4	310.00	15°49'38"	85.63	N 83°08'51" E	85.36	43.09
C5	280.00	15°49'38"	77.35	S 06°51'09" E	77.10	38.92
C6	340.00	16°48'48"	99.77	N 07°20'44" W	99.42	50.25
C7	95.00	293°53'19"	282.11	S 88°56'20" E	80.00	--
C8	310.00	21°17'12"	115.17	N 53°26'24" E	114.51	58.26
C9	200.00	48°30'08"	169.30	N 67°02'52" E	164.29	90.10
C10	260.00	48°30'08"	220.10	S 67°02'52" W	213.58	117.13

# OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

## SURVEY PLAN

UNITS 16-25 AND UNITS 56-71

**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

PROPOSED DATED: OCTOBER 2, 2004  
**GOULD ENGINEERING, INC.**  
 7040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1707

**BENCHMARK** ◊  
RIM OF MONUMENT BOX AT GOULD STREET AND NORTH STREET  
ELEVATION = 752.95 (N.G.V. DATUM)

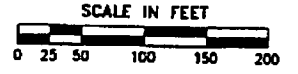
**BENCHMARK** ◊  
CHISELED "X" NORTH RIM OF WATER VALVE AT NORTHWEST CORNER OF GOULD STREET AND MOORE AVENUE  
ELEVATION = 746.11 (N.G.V. DATUM)

**BENCHMARK** ◊  
RAILROAD SPIRE ON THE EAST FACE OF A LIGHT POLE ON THE SOUTHWEST CORNER OF GOULD STREET AND HUNTINGTON DRIVE  
ELEVATION = 753.39 (N.G.V. DATUM)

**BENCHMARK** ◊  
RIM OF MONUMENT BOX AT GOULD STREET AND KING STREET  
ELEVATION = 752.02 (N.G.V. DATUM)

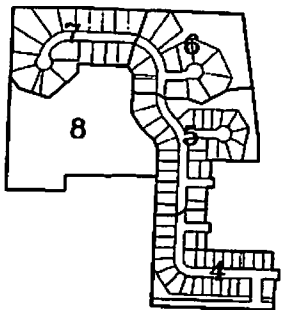
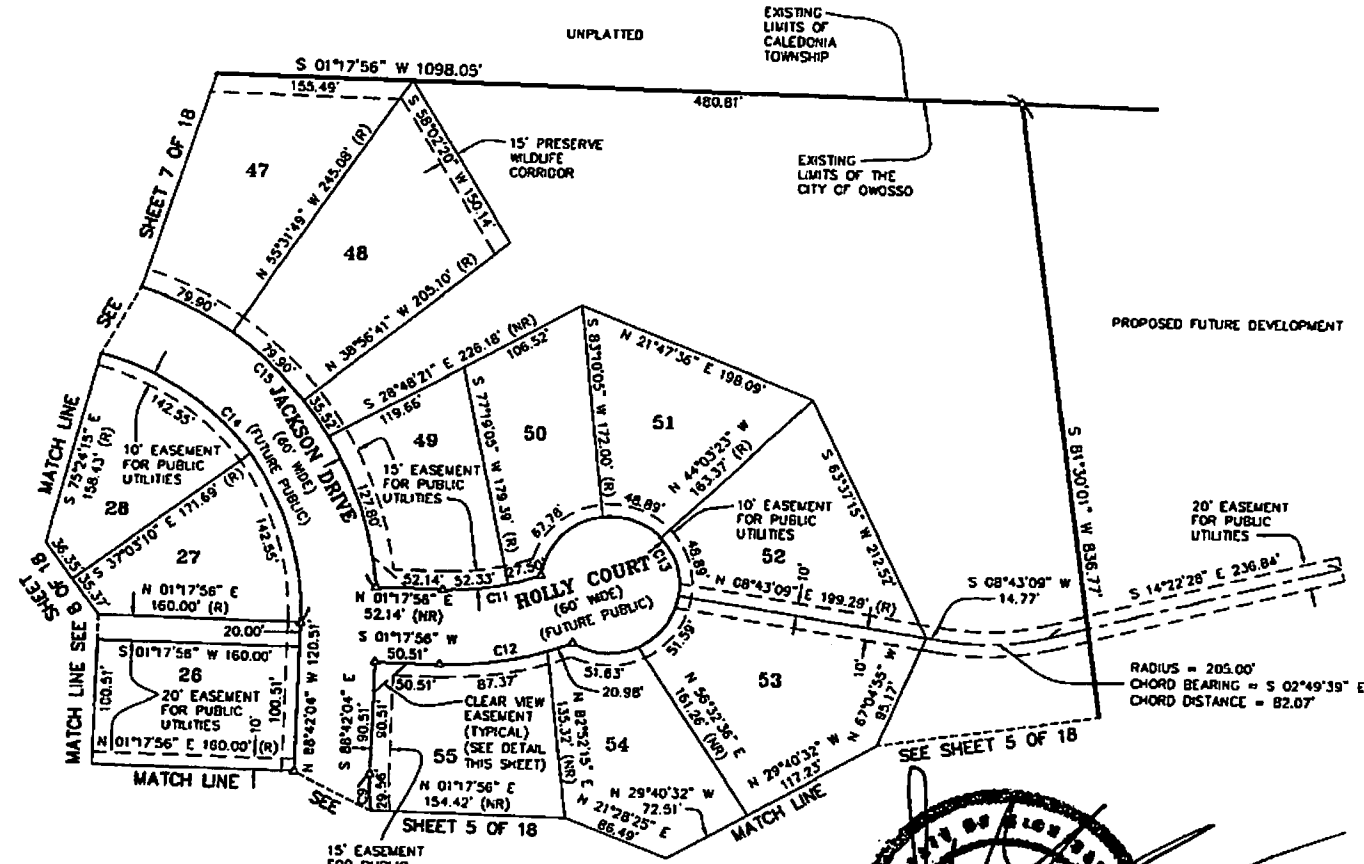
**LEGEND**

- BOUNDARY LINE
- UNIT LINES
- △ SPLIT SECTIONED "T" IRON
- CONCRETE MONUMENT
- ◊ BENCHMARK



**NOTES:**

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. CURVILINEAR DIMENSIONS ARE CHORD DISTANCES.
3. (R) INDICATES A RADIAL LINE. (NR) INDICATES A NON RADIAL LINE.
4. CONCRETE MONUMENTS SET AT CORNERS INDICATED BY "o".
5. SPLIT SECTIONED "T" IRONS SET AT ALL UNIT CORNERS AND AT ALL POINTS INDICATED BY "△".
6. BEARINGS WERE ESTABLISHED FROM THE PLAT OF "DUDLEY PARK SUBDIVISION NO. 1", AS RECORDED IN LIBER 12, PAGE 203, SHAWASSEE COUNTY, MICHIGAN RECORDS, OF N 01°03'40" E ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 18, T7N-R3E.
7. EASEMENTS SHOWN WERE COMPILED FROM AVAILABLE RECORDS.



SURVEY PLAN SHEET INDEX  
NOT TO SCALE

**DEVELOPER:**  
WOODSIDE WEST, L.L.C.  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473

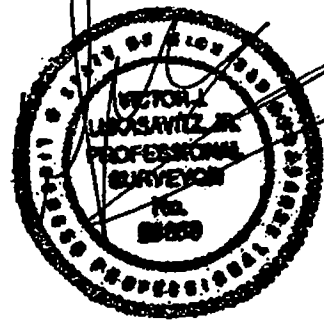
**OSBURN LAKES  
RESIDENTIAL SITE CONDOMINIUM**

**SURVEY PLAN  
UNITS 26-28 AND UNITS 47-55**

PROPOSED DATED: OCTOBER 2, 2004

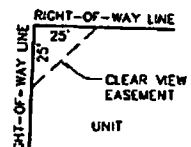
**GOULD ENGINEERING, INC.**  
2040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
PHONE: 810-743-8120 FAX: 810-743-1797

SHEET 6 OF 18



NUMBER	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	TANGENT
C9	200.00	48°30'08"	169.30	N 67°02'52" E	164.29	90.10
C11	215.00	21°18'48"	79.98	N 09°21'28" W	79.52	40.46
C12	275.00	22°38'08"	108.72	S 10°01'37" E	108.01	55.08
C13	55.00	283°33'17"	281.79	N 63°52'00" E	80.27	--
C14	217.00	90°00'00"	340.86	S 46°17'56" W	306.88	217.00
C15	277.00	83°46'57"	405.05	N 43°11'24" E	369.92	248.46

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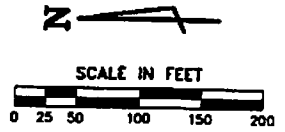
CLEAR VIEW EASEMENT DETAIL  
NO SCALE

**BENCHMARK**  $\diamond$   
 RIM OF MONUMENT BOX AT GOULD STREET AND NORTH STREET  
 ELEVATION = 752.85 (N.G.V. DATUM)

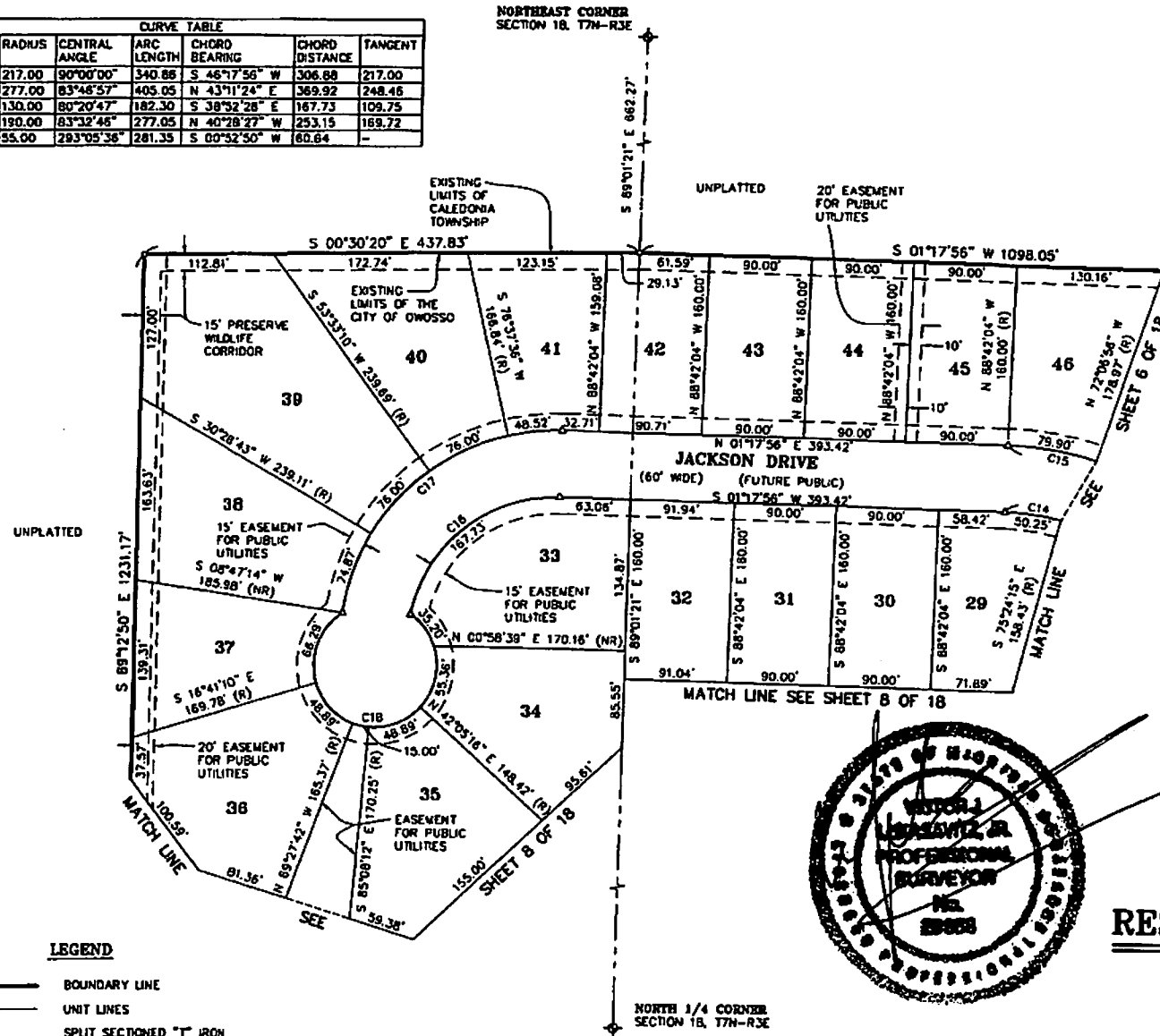
**BENCHMARK**  $\diamond$   
 CHISELED "X" NORTH RIM OF WATER VALVE AT NORTHWEST CORNER OF GOULD STREET AND MOORE AVENUE  
 ELEVATION = 746.11 (N.G.V. DATUM)

**BENCHMARK**  $\diamond$   
 RAILROAD SPIRE ON THE EAST FACE OF A LIGHT POLE ON THE SOUTHWEST CORNER OF GOULD STREET AND HUNTINGTON DRIVE  
 ELEVATION = 753.39 (N.G.V. DATUM)

**BENCHMARK**  $\diamond$   
 RIM OF MONUMENT BOX AT GOULD STREET AND KING STREET  
 ELEVATION = 752.02 (N.G.V. DATUM)

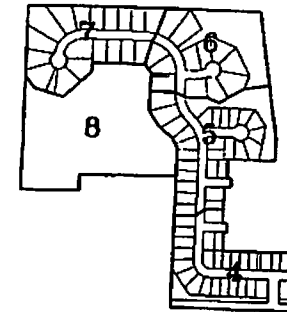


CURVE TABLE						
NUMBER	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	TANGENT
C14	217.00	90°00'00"	340.88	S 46°17'56" W	306.88	217.00
C15	277.00	83°48'57"	405.05	N 43°11'24" E	369.92	248.46
C16	130.00	80°20'47"	182.30	S 38°32'28" E	167.73	109.75
C17	190.00	83°32'46"	277.05	N 40°28'27" W	253.15	169.72
C18	55.00	283°05'36"	281.35	S 00°52'50" W	60.64	-



**NOTES:**

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. CURVILINEAR DIMENSIONS ARE CHORD DISTANCES.
3. (R) INDICATES A RADIAL LINE, (NR) INDICATES A NON RADIAL LINE.
4. CONCRETE MONUMENTS SET AT CORNERS INDICATED BY "O".
5. SPLIT SECTIONED "T" IRONS SET AT ALL UNIT CORNERS AND AT ALL POINTS INDICATED BY "A".
6. BEARINGS WERE ESTABLISHED FROM THE PLAT OF "DUDLEY PARK SUBDIVISION NO. 1", AS RECORDED IN LIBER 12, PAGE 203, SHIAWASSEE COUNTY, MICHIGAN RECORDS, OF N 01°03'40" E ON THE NORTH AND SOUTH 1/4 LINE OF SECTION 18, T7N-R3E.
7. EASEMENTS SHOWN WERE COMPILED FROM AVAILABLE RECORDS.



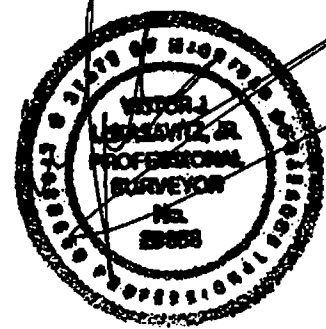
SURVEY PLAN SHEET INDEX  
 NOT TO SCALE

**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

**SURVEY PLAN**

UNITS 29-46



**LEGEND**

- BOUNDARY LINE
- UNIT LINES
- △ SPLIT SECTIONED "T" IRON
- CONCRETE MONUMENT
- ◇ BENCHMARK

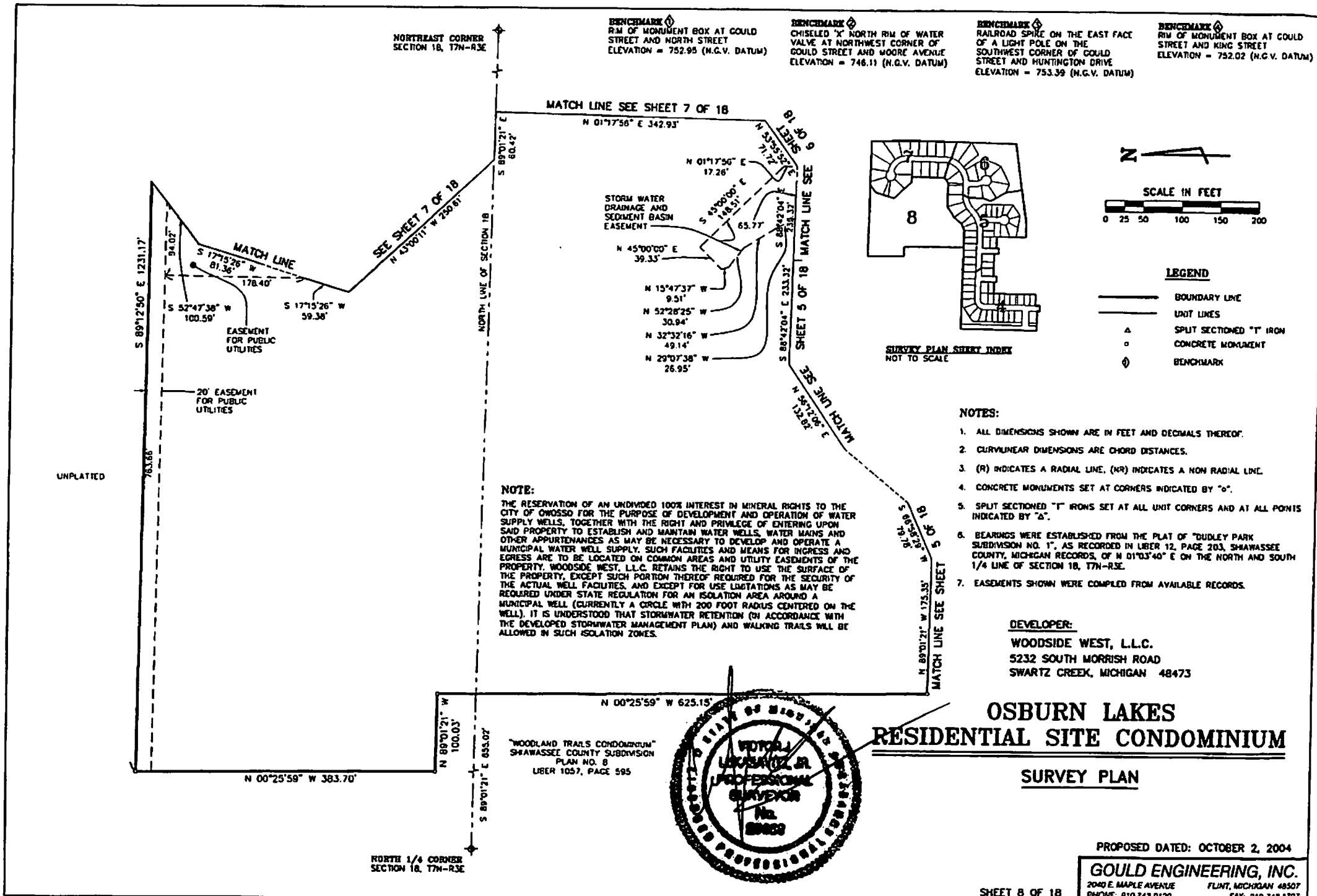
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 L-1065 P-159



PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1797

319965  
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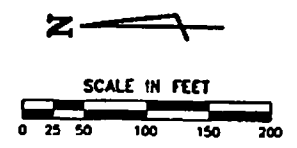
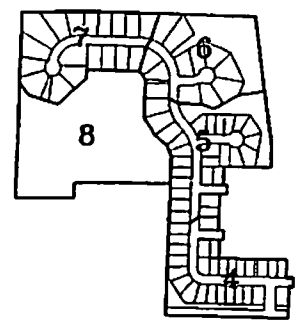
NORTHEAST CORNER SECTION 18, 17N-R3E

BENCHMARK  
 RIM OF MONUMENT BOX AT GOULD STREET AND NORTH STREET  
 ELEVATION = 752.95 (N.G.V. DATUM)

BENCHMARK  
 CHISELED "X" NORTH RIM OF WATER VALVE AT NORTHWEST CORNER OF GOULD STREET AND MOORE AVENUE  
 ELEVATION = 746.11 (N.G.V. DATUM)

BENCHMARK  
 RAILROAD SPIRE ON THE EAST FACE OF A LIGHT POLE ON THE SOUTHWEST CORNER OF GOULD STREET AND HUNTINGTON DRIVE  
 ELEVATION = 753.39 (N.G.V. DATUM)

BENCHMARK  
 RIM OF MONUMENT BOX AT GOULD STREET AND KING STREET  
 ELEVATION = 752.02 (N.G.V. DATUM)



**LEGEND**

—	BOUNDARY LINE
—	UNIT LINES
△	SPLIT SECTIONED "T" IRON
○	CONCRETE MONUMENT
⬠	BENCHMARK

- NOTES:**
1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
  2. CURVILINEAR DIMENSIONS ARE CHORD DISTANCES.
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  7. EASEMENTS SHOWN WERE COMPILED FROM AVAILABLE RECORDS.

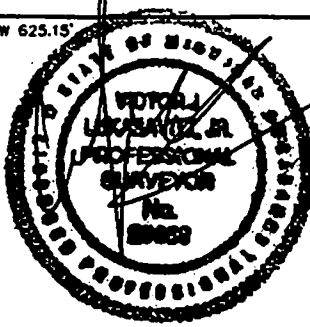
**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

**SURVEY PLAN**

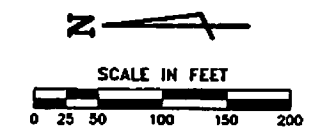
**NOTE:**  
 THE RESERVATION OF AN UNDIVIDED 100% INTEREST IN MINERAL RIGHTS TO THE CITY OF GROSSO FOR THE PURPOSE OF DEVELOPMENT AND OPERATION OF WATER SUPPLY WELLS, TOGETHER WITH THE RIGHT AND PRIVILEGE OF ENTERING UPON SAID PROPERTY TO ESTABLISH AND MAINTAIN WATER WELLS, WATER MAINS AND OTHER APPURTENANCES AS MAY BE NECESSARY TO DEVELOP AND OPERATE A MUNICIPAL WATER WELL SUPPLY. SUCH FACILITIES AND MEANS FOR INGRESS AND EGRESS ARE TO BE LOCATED ON COMMON AREAS AND UTILITY EASEMENTS OF THE PROPERTY. WOODSIDE WEST, L.L.C. RETAINS THE RIGHT TO USE THE SURFACE OF THE PROPERTY, EXCEPT SUCH PORTION THEREOF REQUIRED FOR THE SECURITY OF THE ACTUAL WELL FACILITIES, AND EXCEPT FOR USE LIMITATIONS AS MAY BE REQUIRED UNDER STATE REGULATION FOR AN ISOLATION AREA AROUND A MUNICIPAL WELL (CURRENTLY A CIRCLE WITH 200 FOOT RADIUS CENTERED ON THE WELL). IT IS UNDERSTOOD THAT STORMWATER RETENTION (IN ACCORDANCE WITH THE DEVELOPED STORMWATER MANAGEMENT PLAN) AND WALKING TRAILS WILL BE ALLOWED IN SUCH ISOLATION ZONES.

"WOODLAND TRAILS CONDOMINIUM"  
 SHAWASSEE COUNTY SUBDIVISION  
 PLAN NO. 8  
 LIBER 1057, PAGE 595



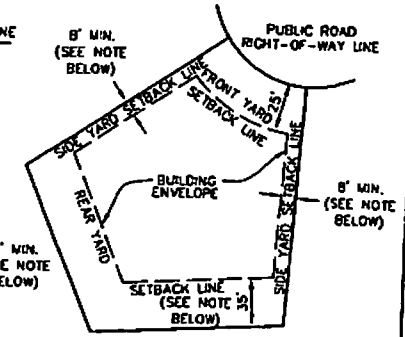
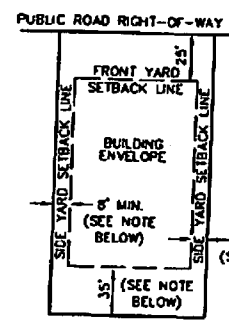
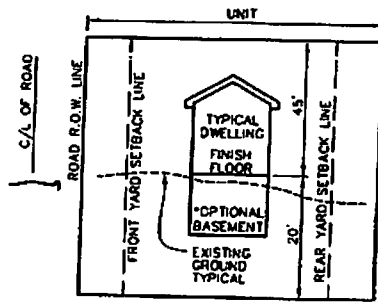
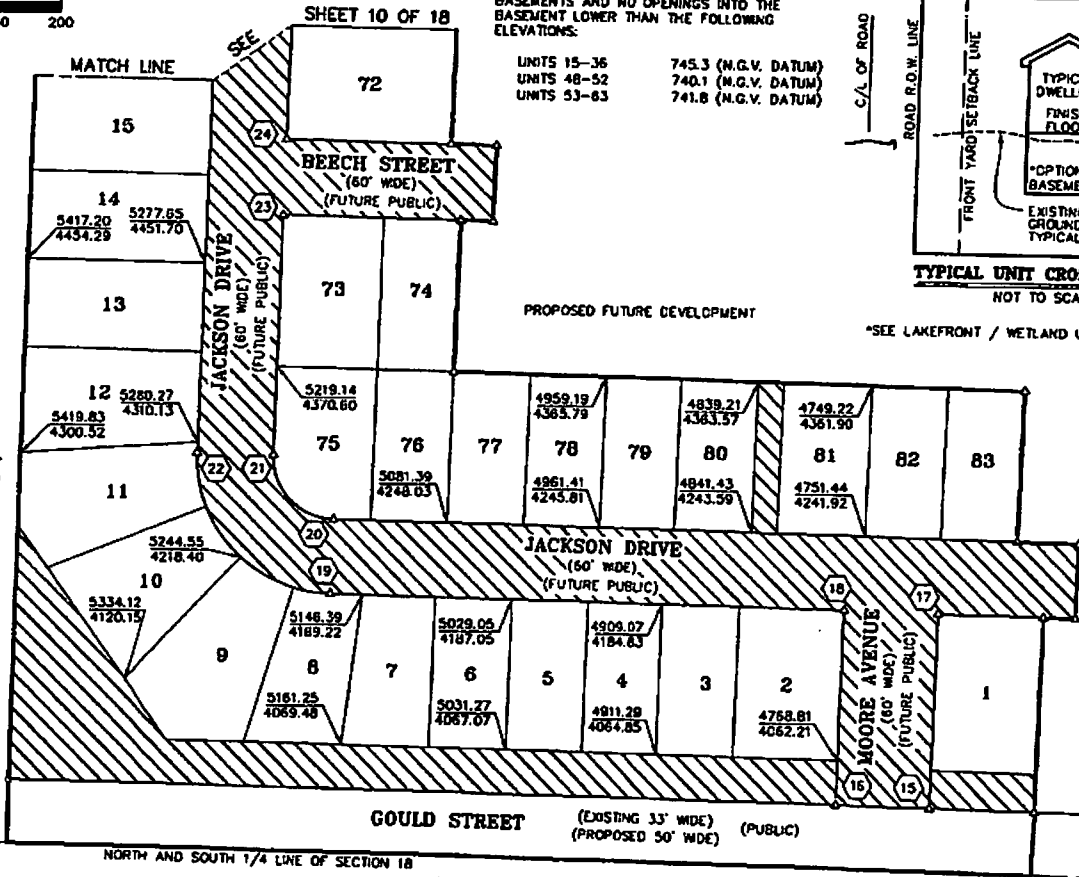
NORTH 1/4 CORNER SECTION 18, 17N-R3E

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 Page 9 of 30  
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 L-1069 P-159



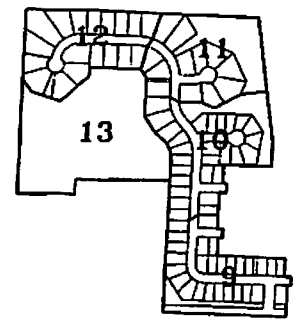
**LAKEFRONT / WETLAND UNIT NOTE:**  
 UNITS ADJOINING LAKES AND/OR WETLANDS ARE SUBJECT TO MINIMUM ELEVATIONS AND SHALL HAVE NO LOWER FLOORS, EXCLUDING BASEMENTS AND NO OPENINGS INTO THE BASEMENT LOWER THAN THE FOLLOWING ELEVATIONS:

UNITS 15-36	745.3 (M.G.V. DATUM)
UNITS 48-52	740.1 (M.G.V. DATUM)
UNITS 53-83	741.8 (M.G.V. DATUM)



**NOTE:**  
 SIDE YARD SETBACKS ARE 8' MINIMUM AND REAR YARD SETBACKS ARE 35' MINIMUM EXCEPT WHERE WETLAND SETBACKS AND EASEMENTS ALONG UNIT LINES ARE MORE RESTRICTIVE. SEE SHEETS 2, 4, 5, 6, 7, AND 8 OF 18 FOR EASEMENT LOCATIONS.

UNIT NUMBER	UNIT AREA (SQ. FT.)
1	10312
2	9900
3	7200
4	7200
5	7200
6	7200
7	7642
8	8116
9	11306
10	10137
11	10559
12	10832
13	9787
14	9774
15	10480
72	11700
73	9800
74	7200
75	9063
76	7200
77	7200
78	7200
79	7200
80	7200
81	8400
82	7200
83	7200



NORTH 1/4 CORNER SECTION 18, 17N-R3E

INTERIOR 1/4 CORNER SECTION 18, 17N-R3E

**COORDINATE POINTS**

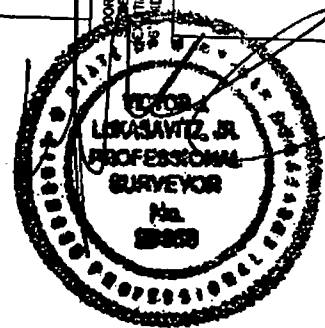
POINT	NORTH	EAST
15	4694.47	4025.83
16	4769.46	4027.22
17	4691.60	4180.80
18	4766.59	4182.19
19	5172.48	4189.71
20	5171.37	4249.70
21	5220.44	4300.61
22	5280.43	4301.73
23	5216.92	4490.58
24	5215.81	4550.57

**LEGEND**

—	BOUNDARY LINE
—	UNIT LINE
—	SPLIT SECTIONED "T" IRON
△	CONCRETE MONUMENT
○	GENERAL COMMON ELEMENT
▨	NORTHING EASTING

FOR ADDITIONAL COORDINATE POINTS AND VALUES SEE TOTAL DEVELOPMENT SURVEY PLAN ON SHEET 2 OF 18.

ALL UNITS NEED NOT BE BUILT



**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

**OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM**

**SITE PLAN**

UNITS 1-15 AND UNITS 72-83

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE FLINT, MICHIGAN 48907  
 PHONE: 810-743-9120 FAX: 810-743-1707

313085  
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 10/22/2005 04:38P  
 L-1059 P-159

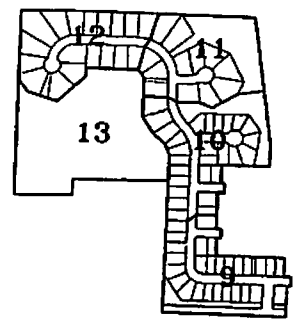
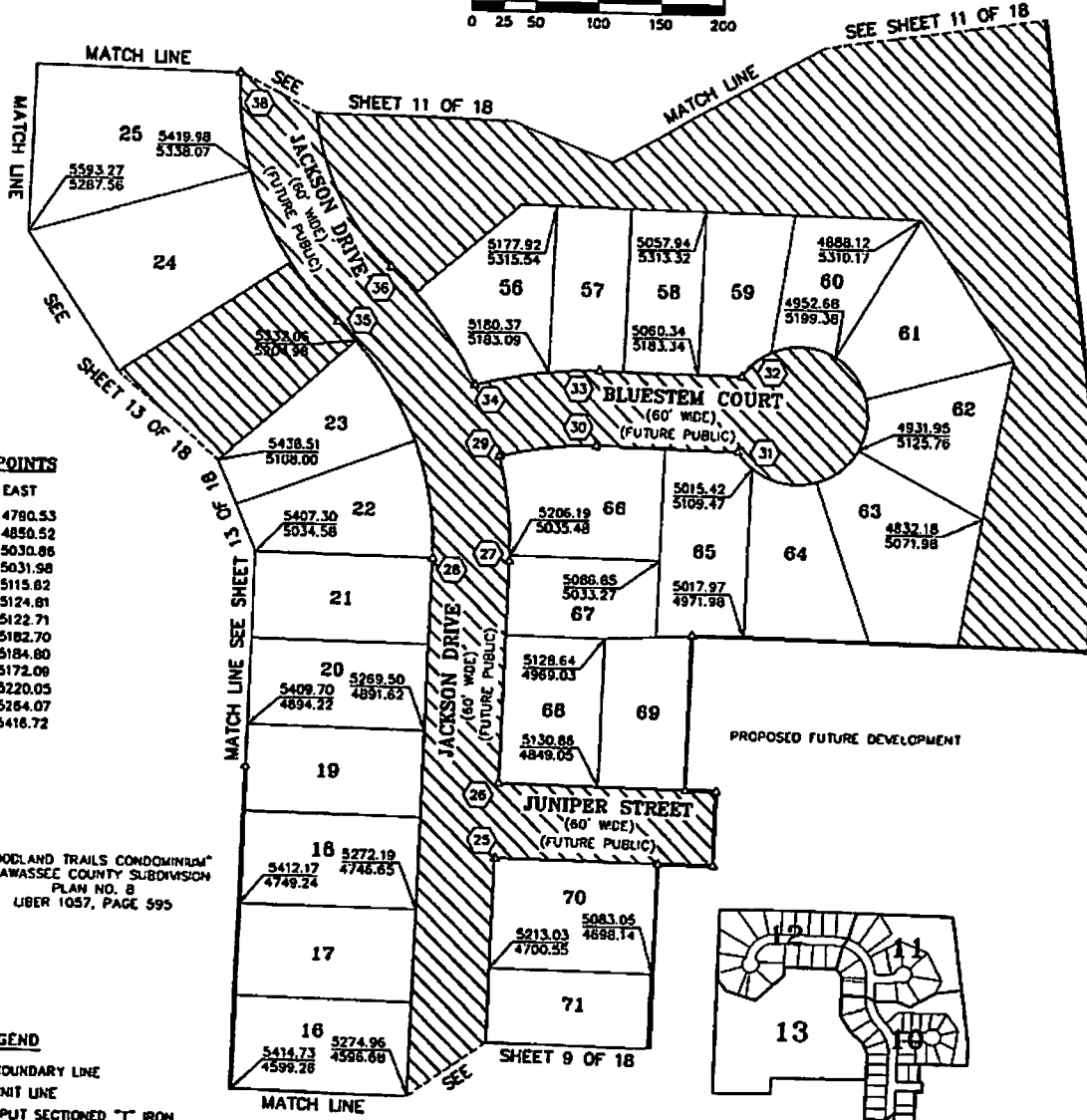
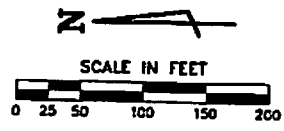
Kaye Grubbs - Shawassee Co. DMR

UNIT AREAS	
UNIT NUMBER	UNIT AREA (SQ. FT.)
16	10468
17	10497
18	10505
19	9812
20	9819
21	9879
22	9964
23	9716
24	17539
25	17538
26	10255
27	7834
28	7800
29	7844
30	8189
31	9984
32	9079
33	13619
34	9654
35	10483
36	11050
37	7741
38	9329
39	8575
40	11700
41	7800

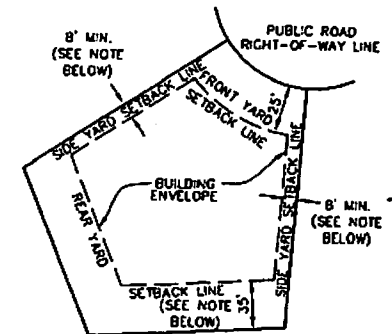
COORDINATE POINTS		
#	NORTH	EAST
25	5211.36	4780.53
26	5210.25	4850.52
27	5208.91	5030.88
28	5266.90	5031.98
29	5217.10	5115.82
30	5140.55	5124.81
31	5027.01	5122.71
32	5025.90	5182.70
33	5139.44	5184.80
34	5236.03	5172.09
35	5347.01	5220.05
36	5306.24	5264.07
38	5430.30	5416.72

"WOODLAND TRAILS CONDOMINIUM"  
 SHAWASSEE COUNTY SUBDIVISION  
 PLAN NO. 8  
 LIBER 1057, PAGE 595

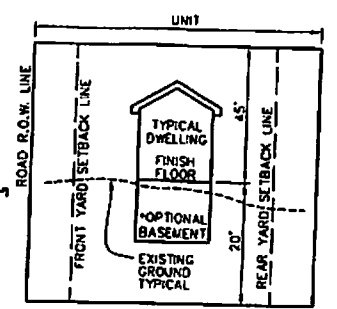
LEGEND	
	BOUNDARY LINE
	UNIT LINE
	SPLIT SECTIONED "T" IRON
	CONCRETE MONUMENT
	GENERAL COMMON ELEMENT
	NORTHING EASTING



SITE PLAN SHEET INDEX  
 NOT TO SCALE



TYPICAL CUL-DE-SAC UNIT DETAIL  
 NOT TO SCALE

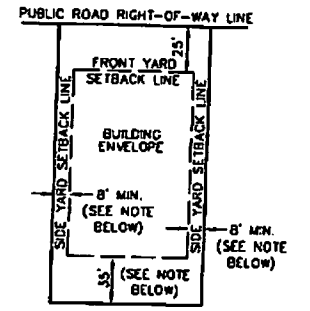


TYPICAL UNIT CROSS SECTION  
 NOT TO SCALE  
 \*SEE LAKEFRONT / WETLAND UNIT NOTE ON THIS SHEET

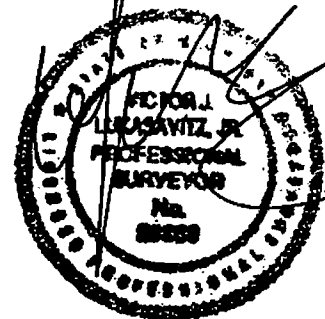
PROPOSED FUTURE DEVELOPMENT

LAKEFRONT / WETLAND UNIT NOTE:  
 UNITS ADJOINING LAKES AND/OR WETLANDS ARE SUBJECT TO MINIMUM ELEVATIONS AND SHALL HAVE NO LOWER FLOORS, EXCLUDING BASEMENTS AND NO OPENINGS INTO THE BASEMENT LOWER THAN THE FOLLOWING ELEVATIONS:

UNITS 15-36	745.3 (N.G.V. DATUM)
UNITS 48-52	740.1 (N.G.V. DATUM)
UNITS 53-63	741.8 (N.G.V. DATUM)



TYPICAL UNIT DETAIL  
 NOT TO SCALE



NOTE:  
 SIDE YARD SETBACKS ARE 8' MINIMUM AND REAR YARD SETBACKS ARE 35' MINIMUM EXCEPT WHERE WETLAND SETBACKS AND EASEMENTS ALONG UNIT LINES ARE MORE RESTRICTIVE. SEE SHEETS 2, 4, 5, 6, 7, AND 8 OF 18 FOR EASEMENT LOCATIONS.

FOR ADDITIONAL COORDINATE POINTS AND VALUES SEE TOTAL DEVELOPMENT SURVEY PLAN ON SHEET 2 OF 18.

ALL UNITS NEED NOT BE BUILT

# OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

## SITE PLAN

DEVELOPER:  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE  
 FLINT, MICHIGAN 48507  
 PHONE: 810-743-8120 FAX: 810-743-1797

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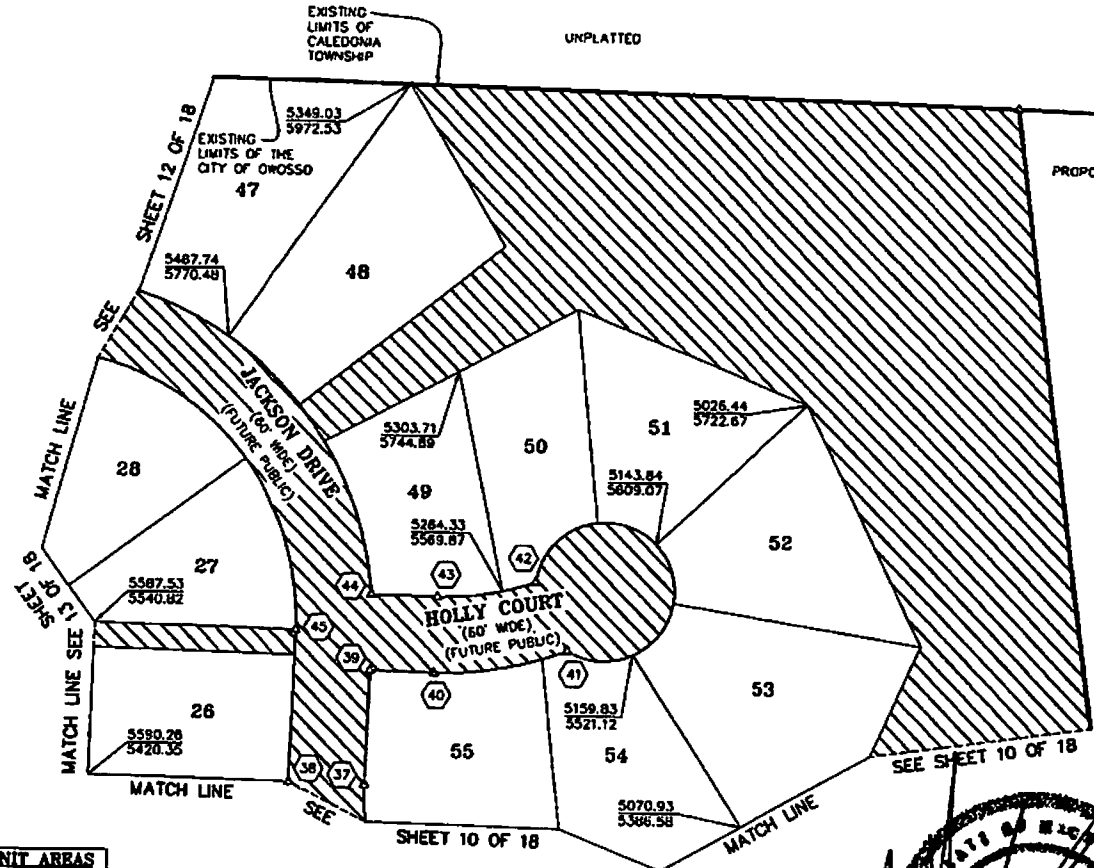
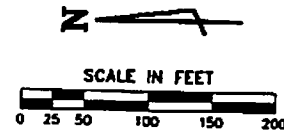
Kaye Grubba - Shawanssee Co. DNR

**LEGEND**

	BOUNDARY LINE
	UNIT LINE
	SPLIT SECTIONED "T" IRON
	CONCRETE MONUMENT
	GENERAL COMMON ELEMENT
	NORTHING EASTING

FOR ADDITIONAL COORDINATE POINTS AND VALUES SEE TOTAL DEVELOPMENT SURVEY PLAN ON SHEET 2 OF 18.

ALL UNITS NEED NOT BE BUILT

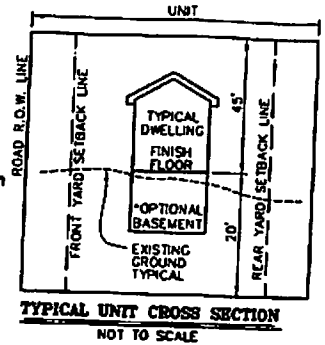
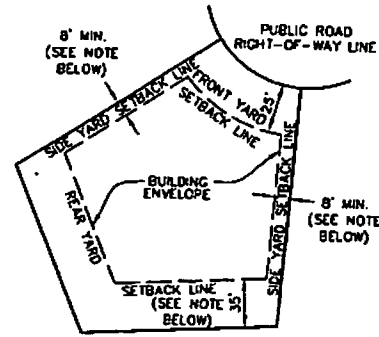


**UNIT AREAS**

UNIT NUMBER	UNIT AREA (SQ. FT.)
26	16091
27	14959
28	14936
47	22870
48	24817
49	16297
50	16015
51	18342
52	20715
53	23527
54	17088
55	18111

**COORDINATE POINTS**

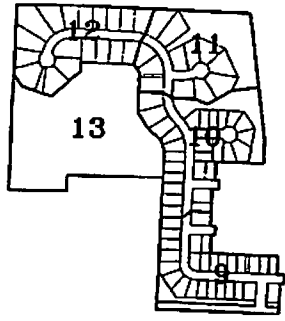
POINT	NORTH	EAST
37	5370.31	5415.36
38	5430.30	5416.72
39	5369.28	5503.84
40	5317.76	5504.70
41	5211.40	5523.51
42	5237.95	5577.61
43	5316.40	5564.68
44	5368.53	5565.67
45	5427.57	5537.20



PROPOSED FUTURE DEVELOPMENT

**LAKEFRONT / WETLAND UNIT NOTE:**  
 UNITS ADJOINING LAKES AND/OR WETLANDS ARE SUBJECT TO MINIMUM ELEVATIONS AND SHALL HAVE NO LOWER FLOORS, EXCLUDING BASEMENTS AND NO OPENINGS INTO THE BASEMENT LOWER THAN THE FOLLOWING ELEVATIONS:

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UNITS 48-52	740.1 (M.G.V. DATUM)
UNITS 53-63	741.8 (M.G.V. DATUM)



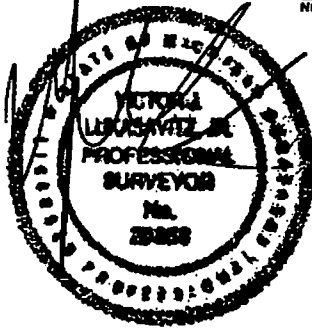
**NOTE:**  
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**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

# OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

## SITE PLAN

UNITS 26-28 AND UNITS 47-55



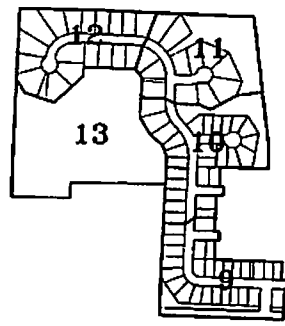
PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1757



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 Kaye Grubbs - Brantec Co. DNR

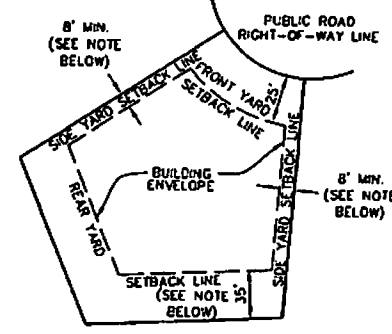
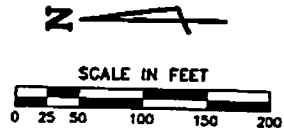
UNIT AREAS	
UNIT NUMBER	UNIT AREA (SQ. FT.)
29	14427
30	14400
31	14400
32	14638
33	22158
34	19141
35	20846
36	23335
37	16818
38	23657
39	36024
40	22777
41	16284
42	14499
43	14400
44	14400
45	14400
46	17333



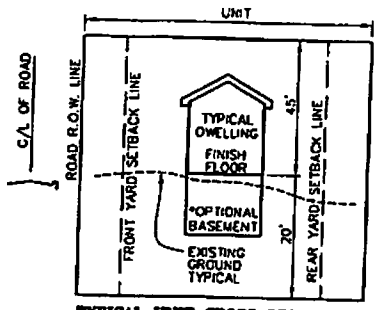
SITE PLAN SHEET INDEX  
 NOT TO SCALE

EXISTING LIMITS OF CALEDONIA TOWNSHIP

NORTHEAST CORNER SECTION 18, T7N-R3E

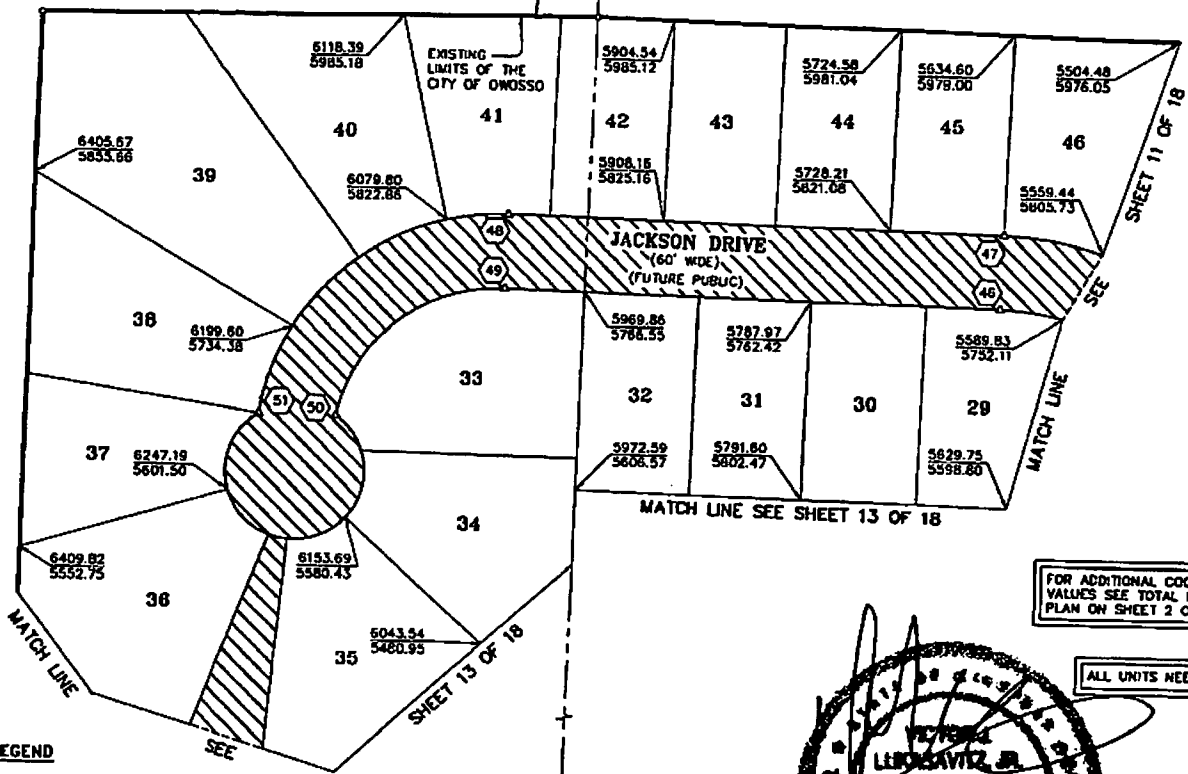


TYPICAL CUL-DE-SAC UNIT DETAIL  
 NOT TO SCALE



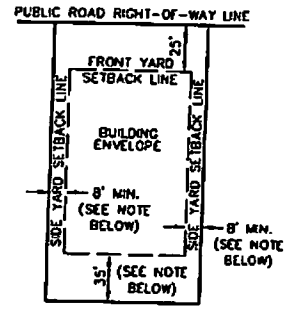
TYPICAL UNIT CROSS SECTION  
 NOT TO SCALE

\*SEE LAKEFRONT / WETLAND UNIT NOTE ON THIS SHEET



**LAKEFRONT / WETLAND UNIT NOTE:**  
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UNITS 48-52	740.1 (N.G.V. DATUM)
UNITS 53-63	741.8 (N.G.V. DATUM)



TYPICAL UNIT DETAIL  
 NOT TO SCALE

NOTE:  
 SIDE YARD SETBACKS ARE 8' MINIMUM AND REAR YARD SETBACKS ARE 35' MINIMUM EXCEPT WHERE WETLAND SETBACKS AND EASEMENTS ALONG UNIT LINES ARE MORE RESTRICTIVE. SEE SHEETS 2, 4, 5, 6, 7, AND 8 OF 18 FOR EASEMENT LOCATIONS.

FOR ADDITIONAL COORDINATE POINTS AND VALUES SEE TOTAL DEVELOPMENT SURVEY PLAN ON SHEET 2 OF 18.

ALL UNITS NEED NOT BE BUILT

DEVELOPER:  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

# OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

SITE PLAN  
 UNITS 29-46

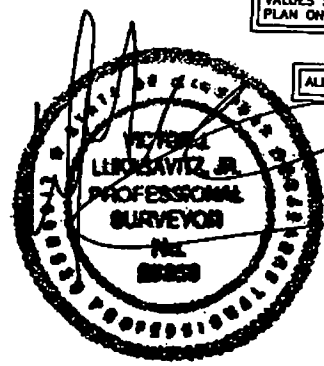
**LEGEND**

—	BOUNDARY LINE
—	UNIT LINE
△	SPLIT SECTIONED "T" IRON
○	CONCRETE MONUMENT
▨	GENERAL COMMON ELEMENT
1234.56 8543.21	NORTHING EASTING

**COORDINATE POINTS**

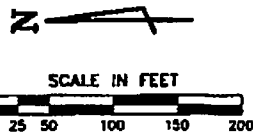
POINT	NORTH	EAST
46	5639.59	5799.09
47	5638.23	5819.04
48	6031.55	5827.88
49	6032.91	5787.88
50	6183.48	5662.71
51	6224.12	5663.64

NORTH 1/4 CORNER SECTION 18, T7N-R3E



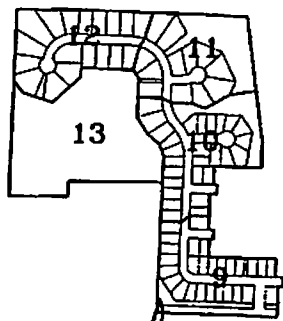
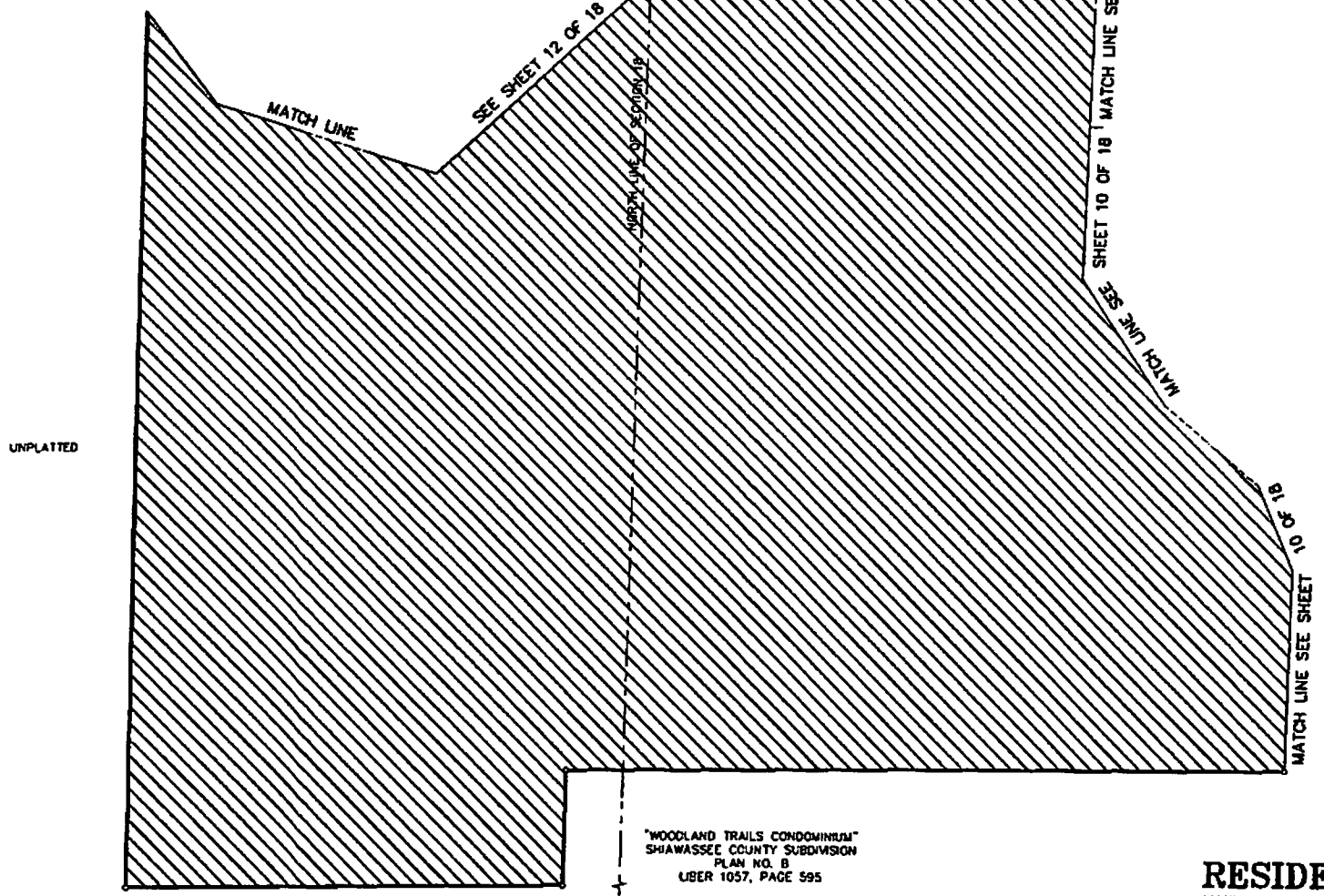
PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE  
 PHONE: 810-743-9120  
 FLINT, MICHIGAN 48907  
 FAX: 810-743-1797



**LEGEND**

	BOUNDARY LINE
	UNIT LINE
	SPLIT SECTIONED "T" IRON
	CONCRETE MONUMENT
	GENERAL COMMON ELEMENT
1234.56	NORTHING
8543.21	EASTING



SITE PLAN SHEET INDEX  
NOT TO SCALE



DEVELOPER:  
WOODSIDE WEST, L.L.C.  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473

## OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

### SITE PLAN

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
2040 E. MAPLE AVENUE  
FLINT, MICHIGAN 48507  
PHONE: 810-743-9120 FAX: 810-743-1787

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 Dave Grubbs - Shawassee Co. DRR

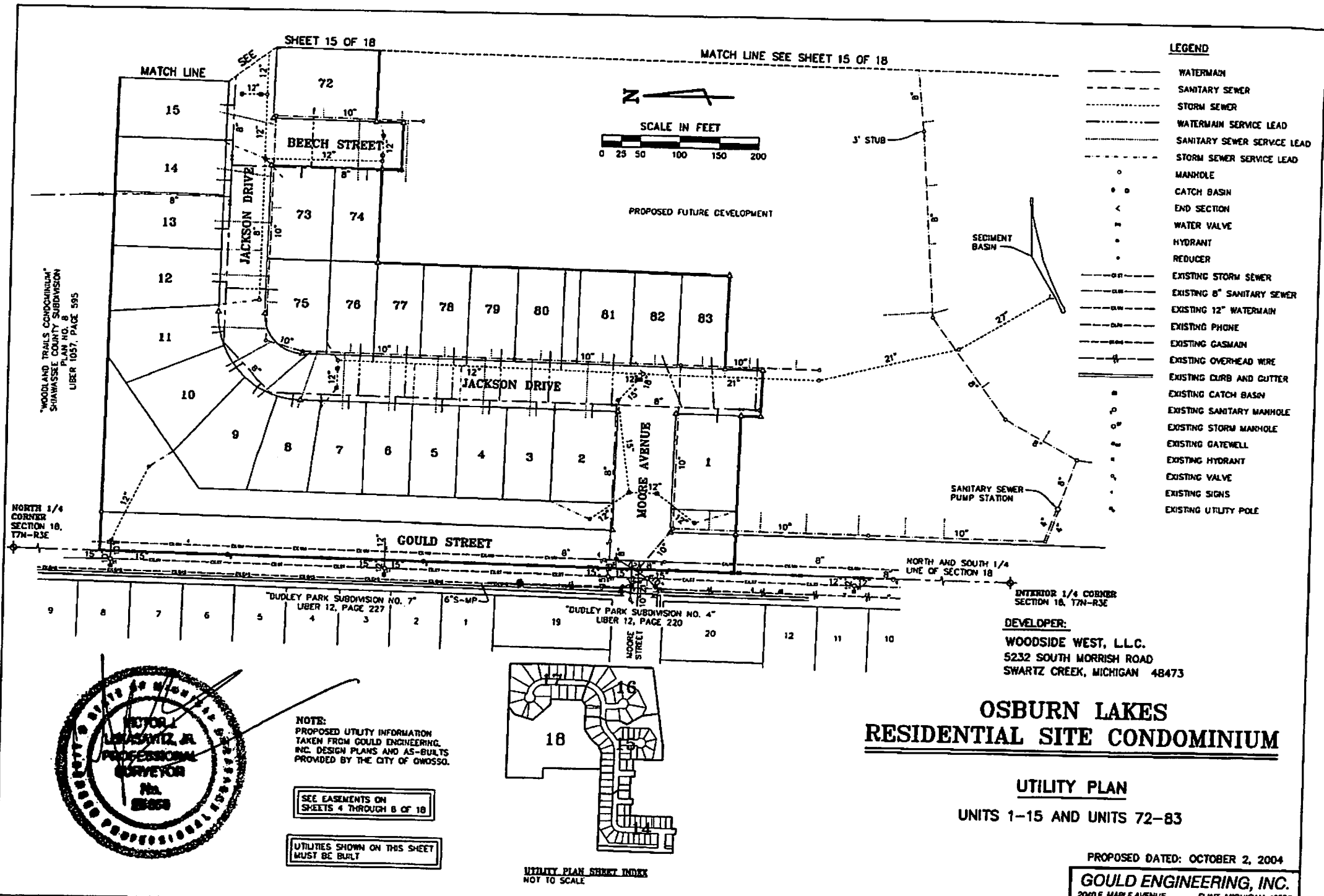
FOR ADDITIONAL COORDINATE POINTS AND VALUES SEE TOTAL DEVELOPMENT SURVEY PLAN ON SHEET 2 OF 18.

NORTH 1/4 CORNER  
SECTION 18, 17N-R3E

"WOODLAND TRAILS CONDOMINIUM"  
SHAWASSEE COUNTY SUBDIVISION  
PLAN NO. B  
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Keye Griggs - Shilohville Co. DSR



- LEGEND**
- WATERMAIN
  - - - - - SANITARY SEWER
  - · - · - STORM SEWER
  - · - - - WATERMAIN SERVICE LEAD
  - · - · - SANITARY SEWER SERVICE LEAD
  - · - - - STORM SEWER SERVICE LEAD
  - o MANHOLE
  - o o CATCH BASIN
  - < END SECTION
  - = WATER VALVE
  - o HYDRANT
  - o REDUCER
  - · - · - EXISTING STORM SEWER
  - · - · - EXISTING 8" SANITARY SEWER
  - · - · - EXISTING 12" WATERMAIN
  - · - · - EXISTING PHONE
  - · - · - EXISTING GASMAIN
  - · - · - EXISTING OVERHEAD WIRE
  - · - · - EXISTING CURB AND GUTTER
  - o EXISTING CATCH BASIN
  - o EXISTING SANITARY MANHOLE
  - o EXISTING STORM MANHOLE
  - o EXISTING GATEWELL
  - o EXISTING HYDRANT
  - o EXISTING VALVE
  - o EXISTING SIGNS
  - o EXISTING UTILITY POLE

NORTH 1/4 CORNER SECTION 18, 17N-R3E

NORTH AND SOUTH 1/4 LINE OF SECTION 18

INTERIOR 1/4 CORNER SECTION 18, 17N-R3E

**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

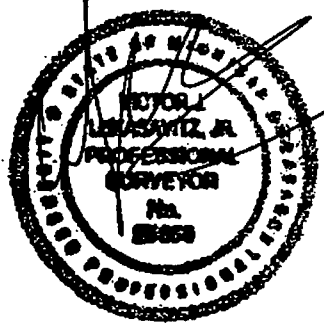
**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

**UTILITY PLAN**  
 UNITS 1-15 AND UNITS 72-83

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1797

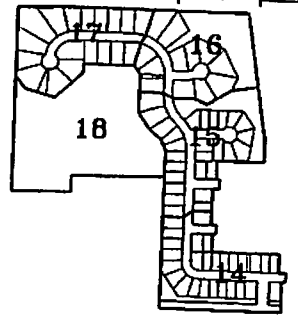
SHEET 14 OF 18



**NOTE:**  
 PROPOSED UTILITY INFORMATION  
 TAKEN FROM GOULD ENGINEERING,  
 INC. DESIGN PLANS AND AS-BUILTS  
 PROVIDED BY THE CITY OF GWOSSO.

SEE EASEMENTS ON  
 SHEETS 4 THROUGH 8 OF 18

UTILITIES SHOWN ON THIS SHEET  
 MUST BE BUILT



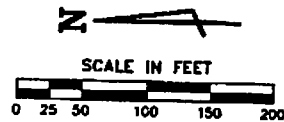
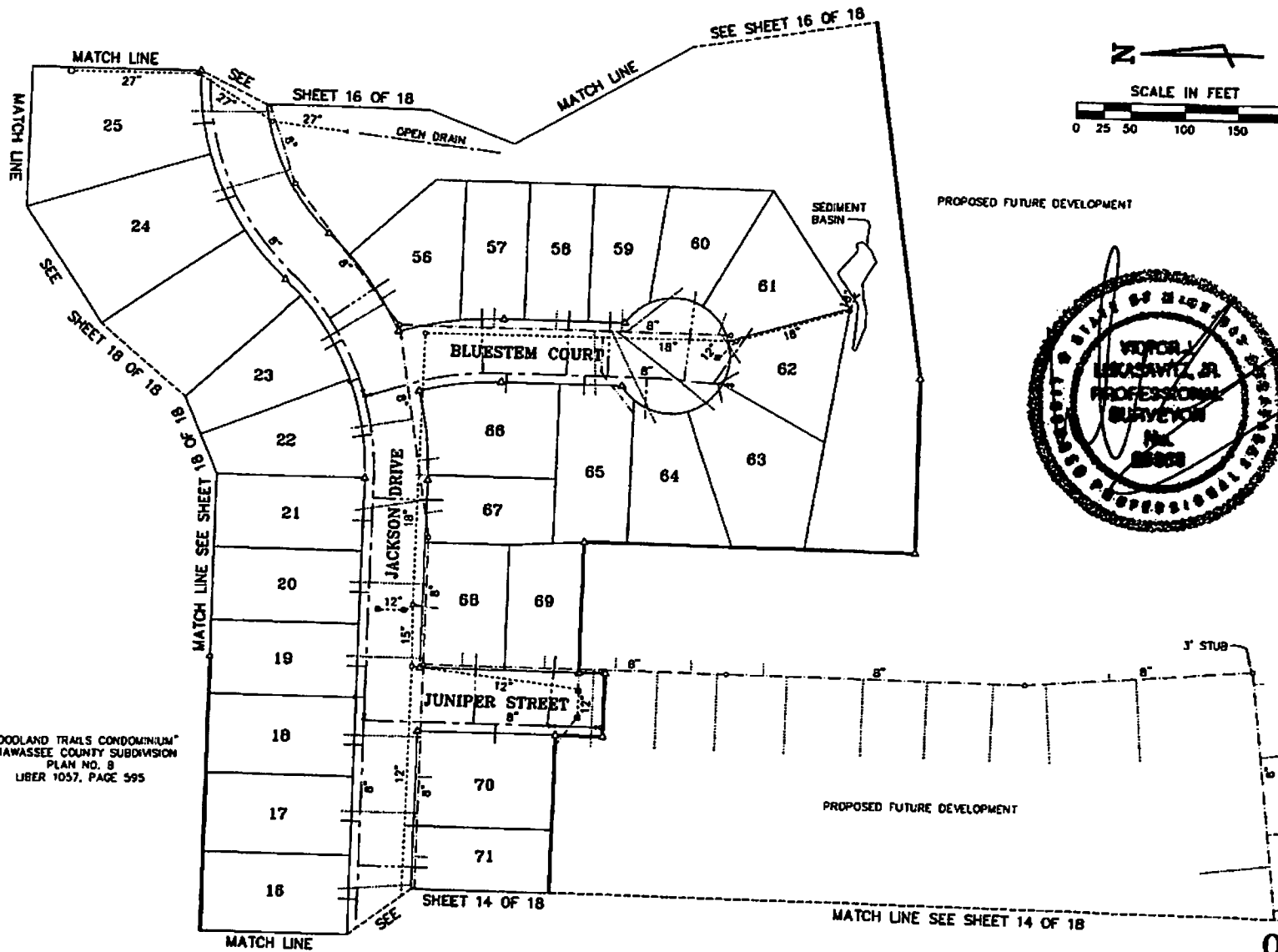
UTILITY PLAN SHEET INDEX  
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 L-1069 P-159

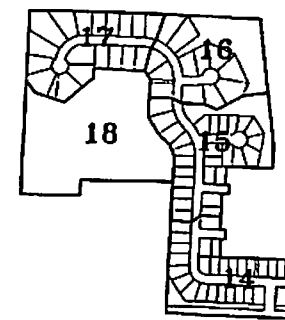


Kaye Grubbs - Shawassee Co. DMR

"WOODLAND TRAILS CONDOMINIUM"  
 SHAWASSEE COUNTY SUBDIVISION  
 PLAN NO. 8  
 LIBER 1057, PAGE 595



- LEGEND**
- WATERMAIN
  - - - - - SANITARY SEWER
  - · · · · STORM SEWER
  - WATERMAIN SERVICE LEAD
  - - - - - SANITARY SEWER SERVICE LEAD
  - · · · · STORM SEWER SERVICE LEAD
  - MANHOLE
  - CATCH BASIN
  - < END SECTION
  - WATER VALVE
  - HYDRANT
  - REDUCER



UTILITY PLAN SHEET INDEX  
 NOT TO SCALE

NOTE:  
 PROPOSED UTILITY INFORMATION  
 TAKEN FROM GOULD ENGINEERING,  
 INC. DESIGN PLANS AND AS-BUILTS  
 PROVIDED BY THE CITY OF CROSSI.

UTILITIES SHOWN ON THIS SHEET  
 MUST BE BUILT

SEE EASEMENTS ON  
 SHEETS 4 THROUGH 8 OF 18

**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

**UTILITY PLAN**

UNITS 16-25 AND UNITS 56-71

DEVELOPER:  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

PROPOSED DATED: OCTOBER 2, 2004

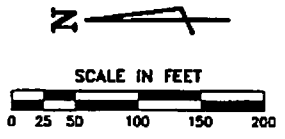
**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE  
 FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1797

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 L-1069 P-159



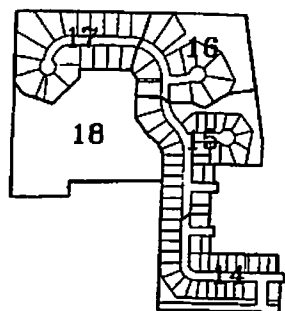
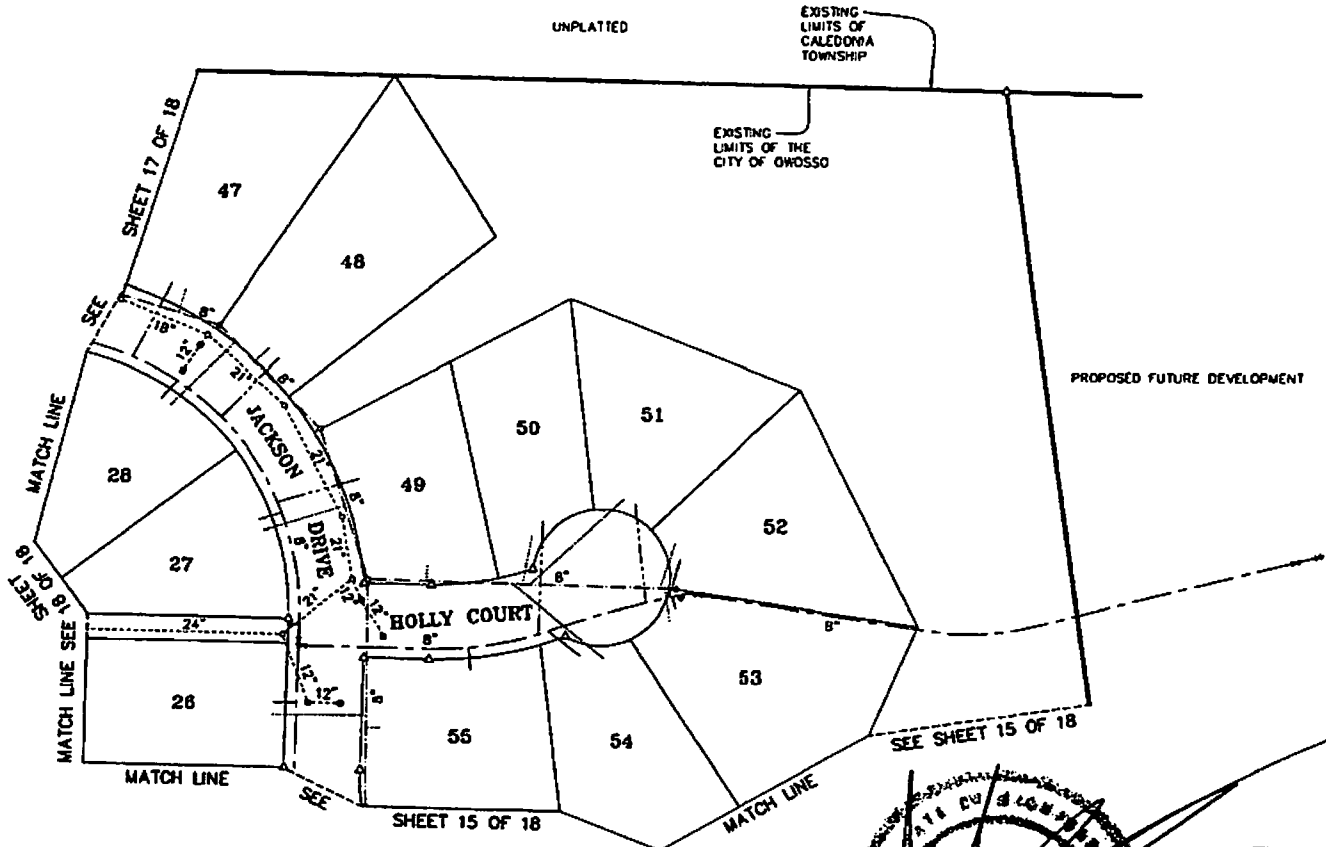
NOTE:  
 PROPOSED UTILITY INFORMATION  
 TAKEN FROM GOULD ENGINEERING,  
 INC. DESIGN PLANS AND AS-BUILTS  
 PROVIDED BY THE CITY OF OWOSSO.

SEE EASEMENTS ON  
 SHEETS 4 THROUGH 8 OF 18



**LEGEND**

---	WATERMAIN
- - - -	SANITARY SEWER
.....	STORM SEWER
---	WATERMAIN SERVICE LEAD
- - - -	SANITARY SEWER SERVICE LEAD
.....	STORM SEWER SERVICE LEAD
o	MANHOLE
o ■	CATCH BASIN
<	END SECTION
W	WATER VALVE
•	HYDRANT
•	REDUCER

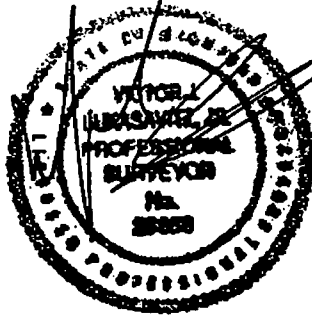


UTILITY PLAN SHEET INDEX  
 NOT TO SCALE

DEVELOPER:  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

**UTILITY PLAN**  
 UNITS 26-28 AND UNITS 47-55



UTILITIES SHOWN ON THIS SHEET  
 MUST BE BUILT

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1797

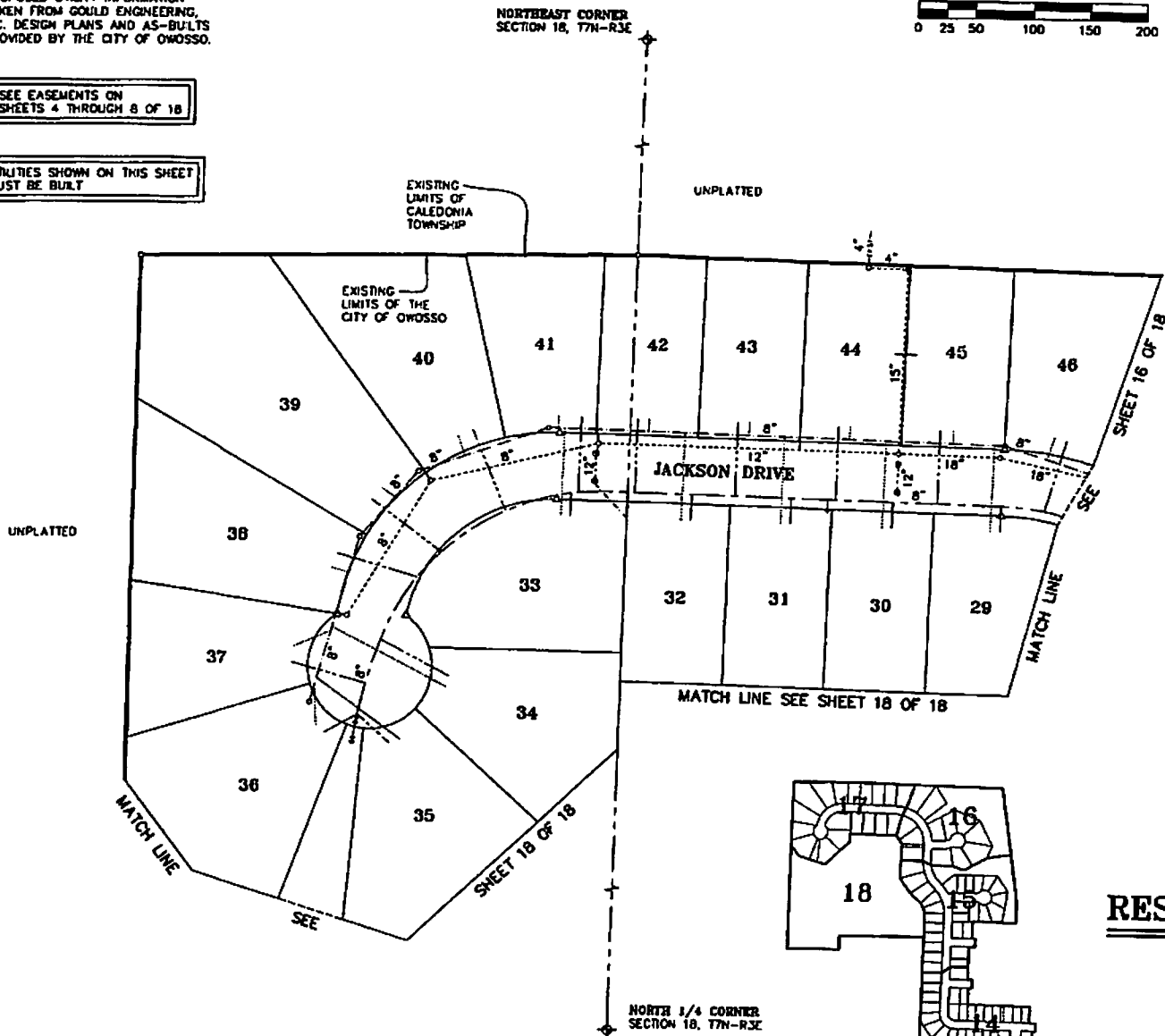
3130965  
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**NOTE:**  
 PROPOSED UTILITY INFORMATION  
 TAKEN FROM GOULD ENGINEERING,  
 INC. DESIGN PLANS AND AS-BUILTS  
 PROVIDED BY THE CITY OF OWOSSO.

SEE EASEMENTS ON  
 SHEETS 4 THROUGH 8 OF 18

UTILITIES SHOWN ON THIS SHEET  
 MUST BE BUILT

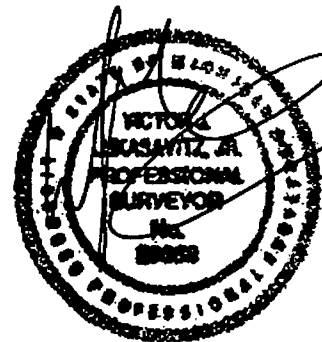


SCALE IN FEET



**LEGEND**

- WATERMAIN
- - - - SANITARY SEWER
- · · · · STORM SEWER
- WATERMAIN SERVICE LEAD
- - - - SANITARY SEWER SERVICE LEAD
- · · · · STORM SEWER SERVICE LEAD
- o MANHOLE
- o o CATCH BASIN
- < END SECTION
- = WATER VALVE
- o HYDRANT
- o REDUCER

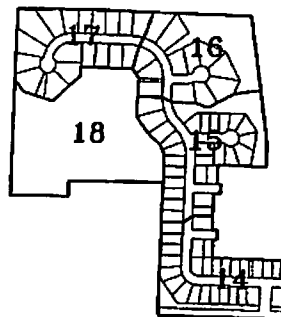


**DEVELOPER:**  
 WOODSIDE WEST, L.L.C.  
 5232 SOUTH MORRISH ROAD  
 SWARTZ CREEK, MICHIGAN 48473

**OSBURN LAKES  
 RESIDENTIAL SITE CONDOMINIUM**

**UTILITY PLAN**

UNITS 29-46

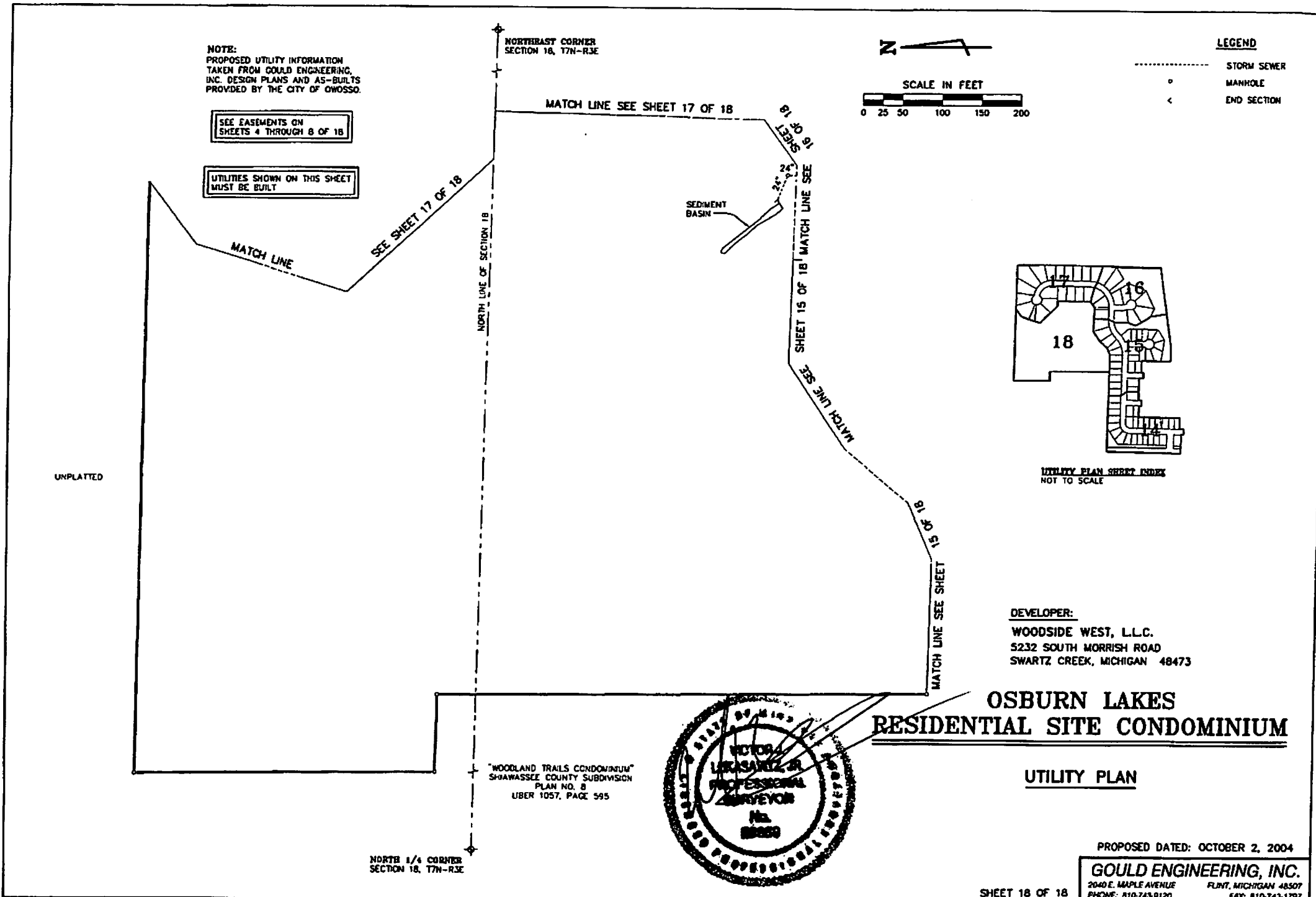


UTILITY PLAN SHEET INDEX  
 NOT TO SCALE

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
 2040 E. MAPLE AVENUE  
 FLINT, MICHIGAN 48507  
 PHONE: 810-743-9120 FAX: 810-743-1797

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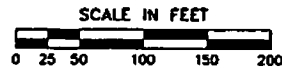


NOTE:  
PROPOSED UTILITY INFORMATION  
TAKEN FROM GOULD ENGINEERING,  
INC. DESIGN PLANS AND AS-BUILTS  
PROVIDED BY THE CITY OF OSWISSO.

SEE EASEMENTS ON  
SHEETS 4 THROUGH 8 OF 18

UTILITIES SHOWN ON THIS SHEET  
MUST BE BUILT

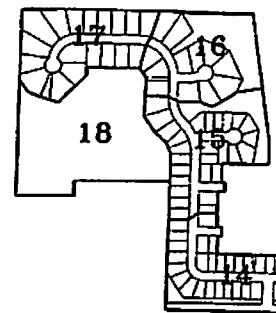
NORTHEAST CORNER  
SECTION 18, 17N-R3E



LEGEND

- STORM SEWER
- o MANHOLE
- < END SECTION

SEDIMENT  
BASIN

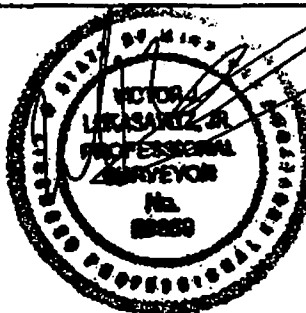


UTILITY PLAN SHEET INDEX  
NOT TO SCALE

DEVELOPER:  
WOODSIDE WEST, L.L.C.  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473

# OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM

## UTILITY PLAN



"WOODLAND TRAILS CONDOMINIUM"  
SHAWASSEE COUNTY SUBDIVISION  
PLAN NO. 8  
UBER 1057, PAGE 595

NORTH 1/4 CORNER  
SECTION 18, 17N-R3E

PROPOSED DATED: OCTOBER 2, 2004

**GOULD ENGINEERING, INC.**  
2040 E. MAPLE AVENUE  
FLINT, MICHIGAN 48507  
PHONE: 810-743-9120 FAX: 810-743-1797

# 9T-7810 Chardon

## Neighborhood in a Box™ Collection No.2

This plan, with all elevations and options,  
can be ordered separately for only \$1750<sup>00</sup>



*Chardon Craftsman*

This flexible three bedroom home is efficient to build, and the garage can be either front or rear loaded. The U-shaped stairs wrap around a built-in computer area. The efficient peninsula kitchen opens to a light-filled breakfast room. The second floor contains three bedrooms and two baths. Two distinctly different layouts are shown - one with the master in the rear and one with the master in the front.

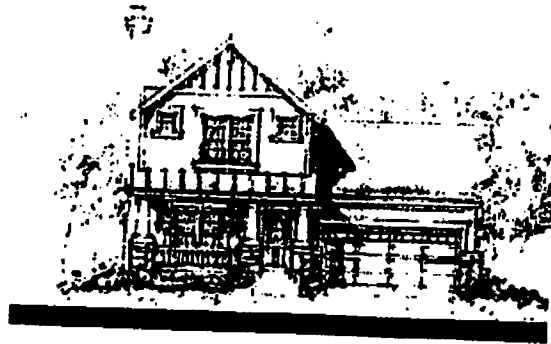
<b>Chardon 2 Story, Master Rear</b>	<b>Chardon 2 Story, Master Front</b>
Main ..... 788	Main ..... 753
Second ..... 927	Second ..... 881
Total ..... 1715	Total ..... 1634



*Chardon Traditional*



*Chardon Country French*



*Chardon Craftsman*

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 Keye Grubbs - Shilohs Co. DNR



# PLAN SET 7831-9Y

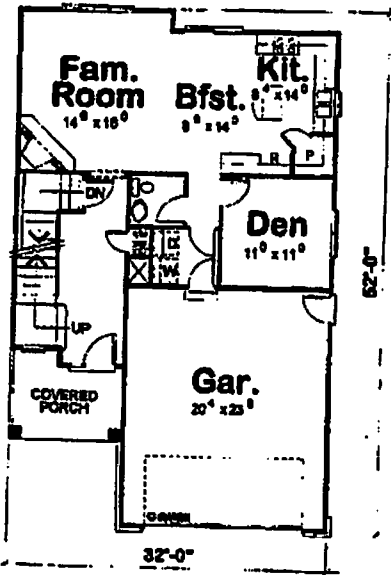
This set includes all of the elevations and floorplans shown on these two pages. Or each design shown in this book can be purchased as an individual plan with that specific plan's elevation and floor plan only.



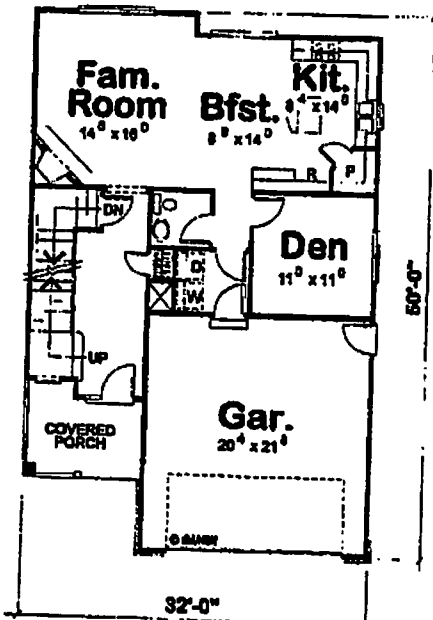
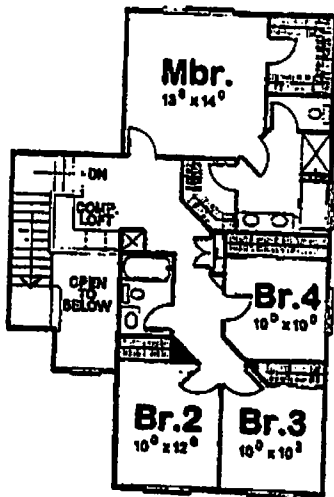
**8617-9Y Hinshaw** price code 20



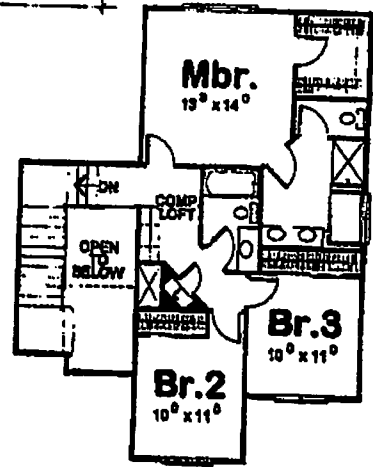
**8618-9Y Nashua** price code 17



Main . . . . . 945  
 Second . . . . 1057  
 Total . . . . . 2002  
 9' Main Level Walls



Main . . . . . 945  
 Second . . . . 829  
 Total . . . . . 1774  
 9' Main Level Walls



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[www.designbasics.com/9Y](http://www.designbasics.com/9Y)

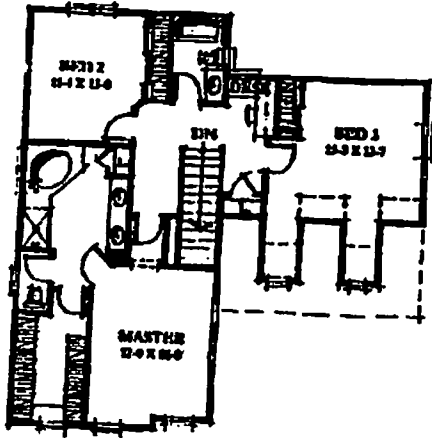
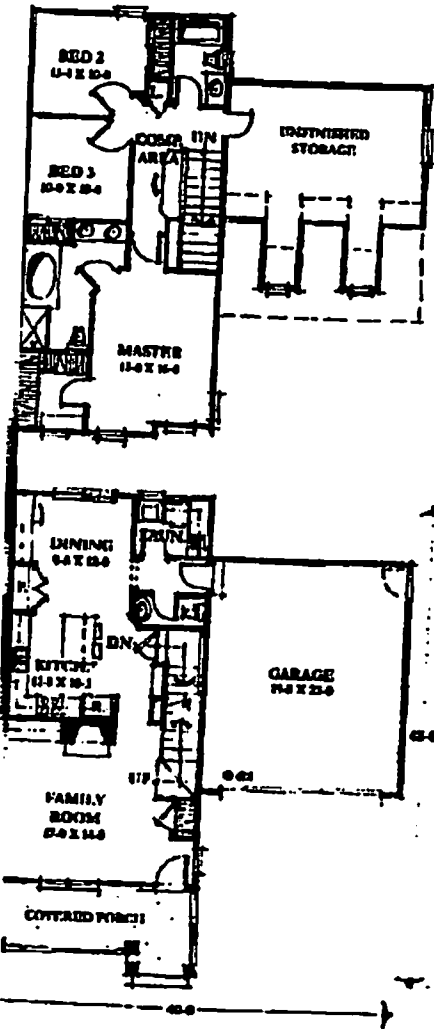
Kaye Grubba - Shawnee Co. DPA

3 Bedroom Standard  
Second Floor - 788 sq.ft.

# Neighborhood in a Box™ Collection No.2

This plan, with all elevations and options,  
can be ordered separately for only \$1750<sup>00</sup>

## 9T-7814 Jonesboro



3 Bedroom Expanded  
Second Floor - 1145 sq.ft.



*Jonesboro Traditional*



*Jonesboro Country French*



*Jonesboro Craftsman*

Jonesboro 2 Story  
3 Bedroom Standard  
Main . . . . . 787  
Second . . . . . 788  
Total . . . . . 1575

Jonesboro 2 Story  
3 Bedroom Expanded  
Main . . . . . 787  
Second . . . . . 1145  
Total . . . . . 1932

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Key Cruba - Shilohssee Co. DFR

NOTE: Fronts of floor plans may vary per elevation.  
Main Floor - 787 sq.ft.

The first floor of this home features a family room to the front of the house, an eat-in island kitchen and an adjacent dining room. The second floor standard configuration has three bedrooms, two baths and a computer area. The expanded second floor configuration has four bedrooms, two baths and a computer area. The expanded second floor moves the master bedroom over the garage which allows for a significantly larger master bed/bath configuration.

# 9T-7811 Kirkland Neighborhood in a Box™ Collection No.2

This plan, with all elevations and options, can be ordered separately for only \$1750<sup>00</sup>



*Kirkland Craftsman*



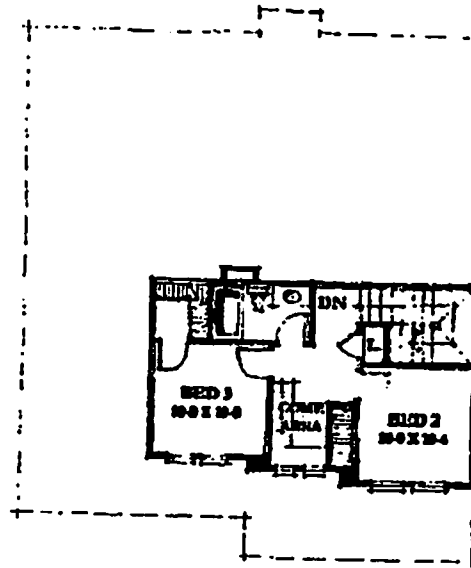
*Kirkland Traditional*



*Kirkland Country French*

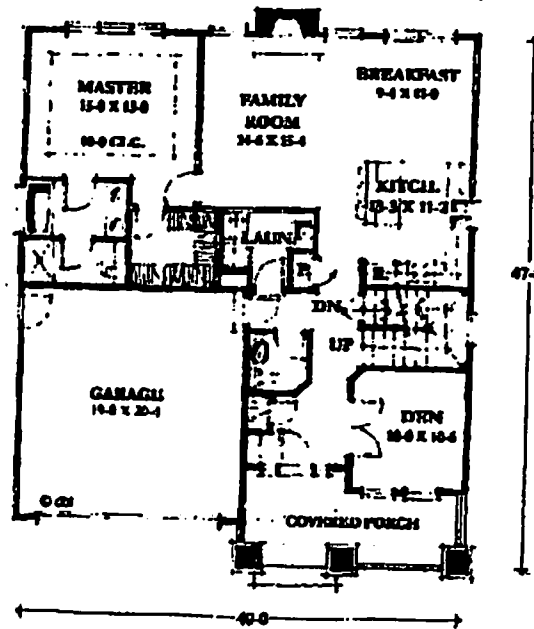
Kirkland 1½ Story  
 Main ..... 1268  
 Second ..... 431  
 Total ..... 1699

This home features a master bedroom on the main level, with an island kitchen adjacent to the family room. The room at the front entry can either be used as a den or formal parlor. The large family room is convenient to the kitchen and breakfast room for entertaining family and friends.



Second Floor – 431 sq.ft.

NOTE: Points of floor plans may vary per elevation.



Main Floor – 1268 sq.ft.

3130955  
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 L-1069 P-159  
 Keye Grubbs - Shickasee Co. DWA

# IT-7809 Lowden

**Neighborhood in a Box™ Collection No.2**  
 Plans 7809 to 7816 are part of the new collection  
 featuring homes that are 40' wide, and from  
 1,195 to 2,164 square feet in size.

This plan, with all elevations and options,  
 can be ordered separately for only \$1750<sup>00</sup>



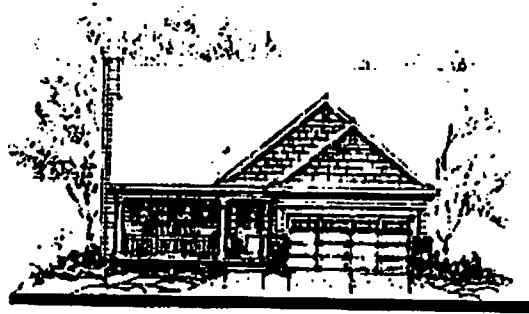
*Lowden 1-1/2 Story Country French*

This home comes in either a one story (three bedroom) or a 1 1/2 story (four bedroom) version. In the 1 1/2 story version, the family room and kitchen have a vaulted ceiling.

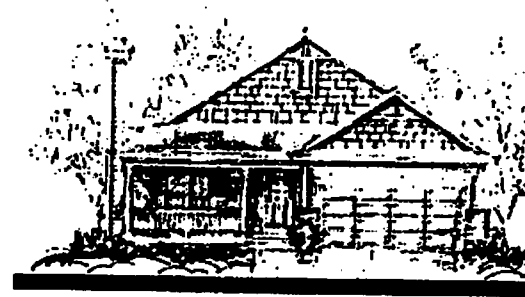
<b>Lowden One-Story</b>	<b>Lowden 1-1/2-Story</b>
Main ..... 1195	Main ..... 1274
Total ..... 1195	Second ..... 546
	Total ..... 1820



*Lowden One-Story Craftsman*



*Lowden 1-1/2 Story Traditional*



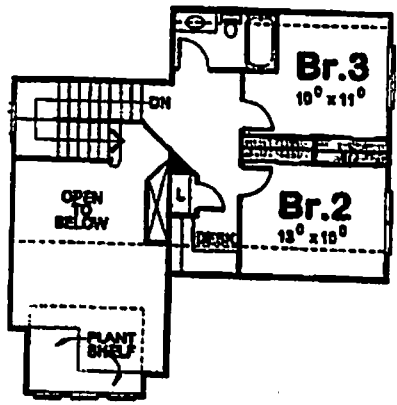
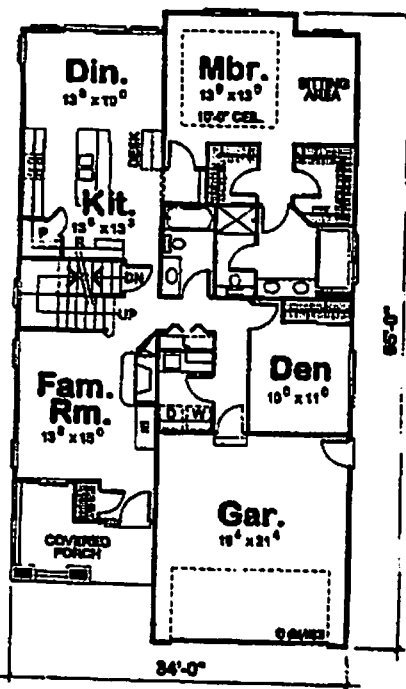
*Lowden One-Story Traditional*

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 L-1059 P-159  
 Kays Grubbs - Shiloh Co. DWA

# PLAN SET 7832-9Y



**8620-9Y Shaker Heights** price code 20

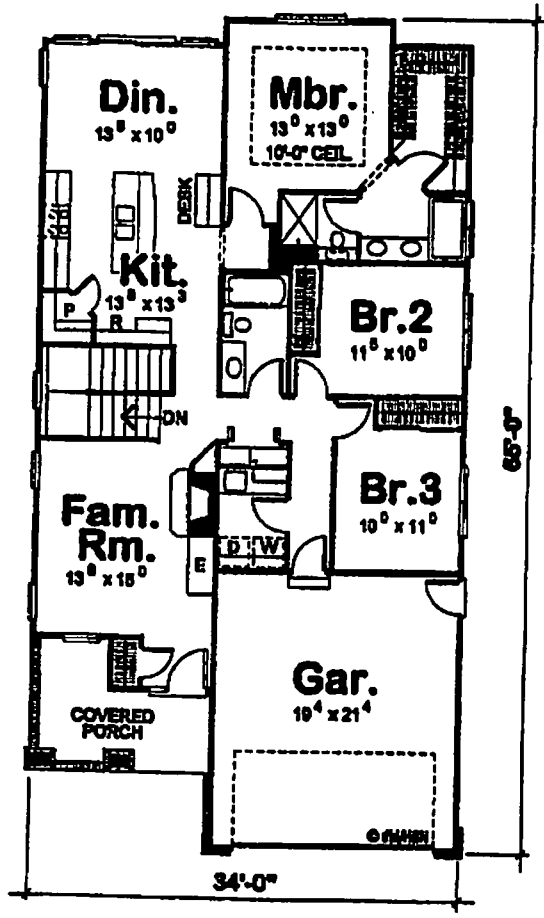


Main..... 1542  
 Second..... 503  
 Total..... 2045  
 9' Main Level Walls

This set includes all of the elevations and floorplans shown on these two pages. Or each design shown in this book can be purchased as an individual plan with that specific plan's elevation and floor plan only.



**8621-9Y Greenwich** price code 15



Total Sq. Ft. 1542  
 9' Main Level Walls

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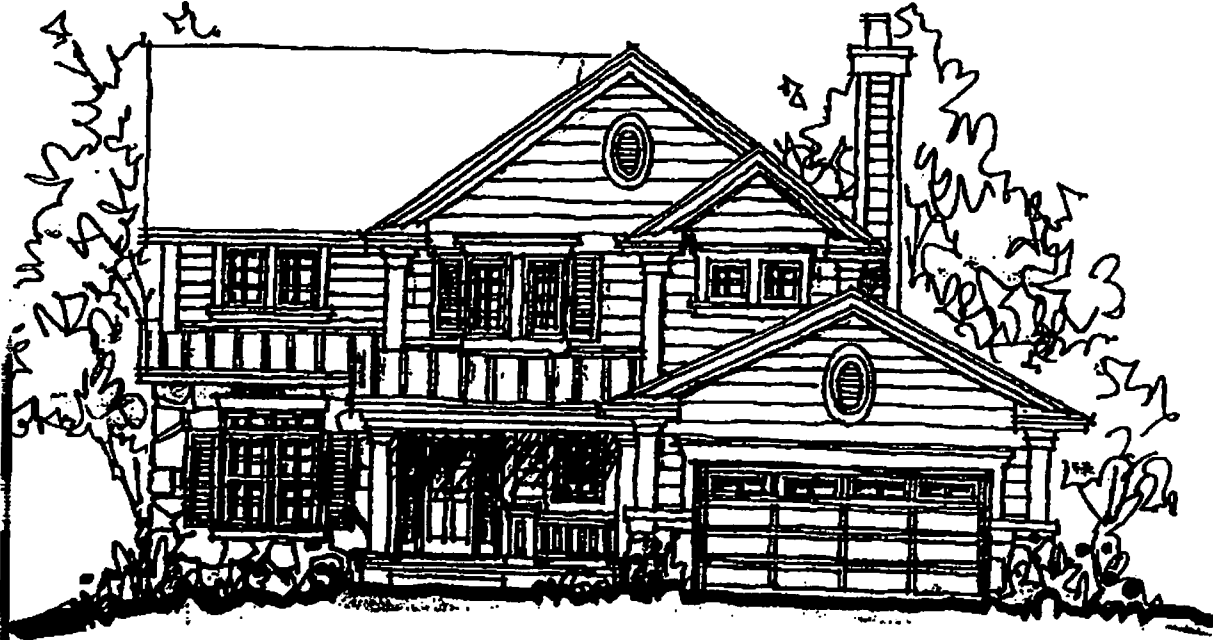


Keye Grubbs - Shawnee Co. CMR

# 9T-7804 Driscoll

**Neighborhood in a Box™** Collection No.1  
 This plan, with all elevations and options,  
 can be ordered separately for only \$1750<sup>00</sup>

EXHIBIT C



*Driscoll Den, 3-1/2 Baths-Traditional*

The Driscoll has four different configurations  
 for maximum flexibility.

<i>Driscoll No Den, 2-1/2 Baths</i>		<i>Driscoll Den, 2-1/2 Baths</i>	
Main . . . . .	1130	Main . . . . .	1251
Second . . . . .	1073	Second . . . . .	1073
Total . . . . .	2203	Total . . . . .	2324
<i>Driscoll No Den, 3-1/2 Baths</i>		<i>Driscoll Den, 3-1/2 Baths</i>	
Main . . . . .	1130	Main . . . . .	1251
Second . . . . .	1291	Second . . . . .	1291
Total . . . . .	2421	Total . . . . .	2542




*Driscoll No Den, 2-1/2 Baths-Craftsman*



*Driscoll No Den, 3-1/2 Baths-Country French*



*Driscoll Den, 2-1/2 Baths-Traditional*

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 Keys Grubbs - Shawnee Co. OH

# DT-7803 Cascade

## Neighborhood in a Box™ Collection No.1

This plan, with all elevations and options,  
can be ordered separately for only \$1750<sup>00</sup>



*Cascade Three Bedroom-Craftsman*

The Cascade is the perfect home for the young family – with three or four bedrooms upstairs, a spacious light filled great room and eat-in morning room.

An alternative four bedroom version provides an additional bedroom and a super master suite with window seat.

Cascade 3 Bedroom  
Main ..... 1036  
Second .... 1048  
Total ..... 2084

Cascade 4 Bedroom  
Main ..... 1036  
Second .... 1295  
Total ..... 2331



*Cascade Four Bedroom-Traditional*



*Cascade Four Bedroom-Country French*



*Cascade Three Bedroom-Traditional*

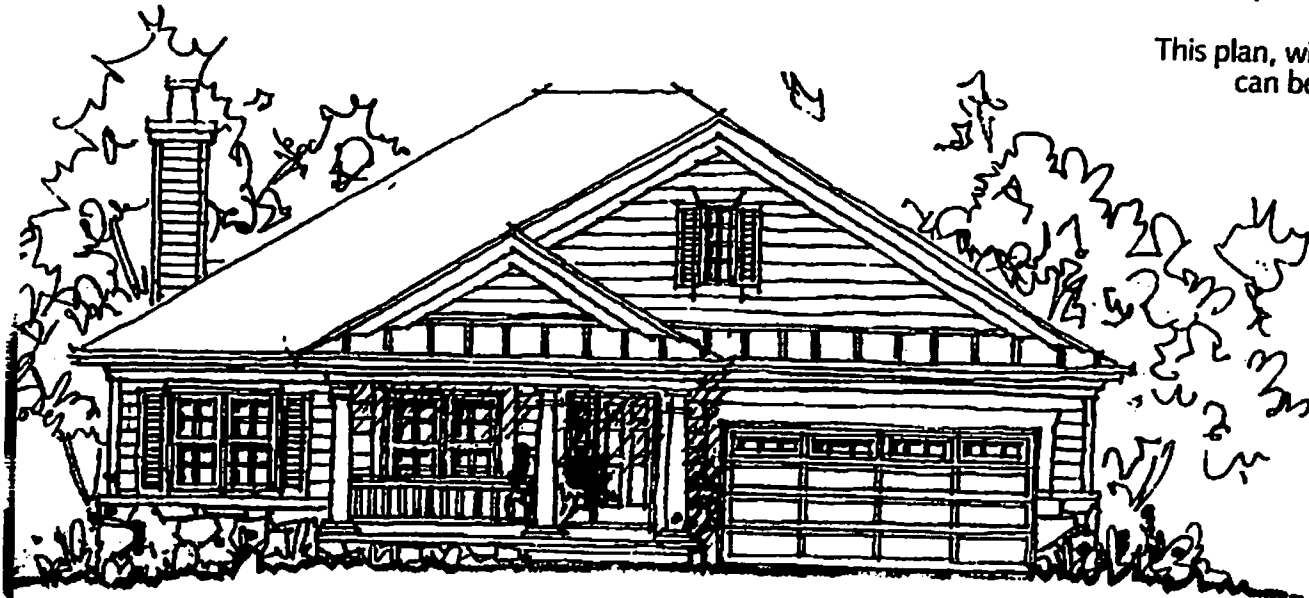
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# 9T-7801 Atwater

**Neighborhood in a Box™** Collection No.1  
 Plans 7801 to 7808 are part of Collection No. 1  
 featuring homes that are 50' wide and less, and  
 from 1,724 to 2,638 square feet in size.

This plan, with all elevations and options,  
 can be ordered separately for only \$1750<sup>00</sup>



*Atwater One-Story Traditional*

Atwater One-Story  
 Main ..... 1724  
 Total ..... 1724

Atwater 1-1/2-Story  
 Main ..... 1724  
 Second ..... 701  
 Total ..... 2425

As a one-story plan this home features three bedrooms and island kitchen with an informal dining area. The main floor master suite is isolated from the secondary bedrooms for maximum privacy. An optional second story has two bedrooms and a full bath.



*Atwater 1-1/2 Story Traditional*



*Atwater 1-1/2 Story Country French*



*Atwater One-Story Craftsman*

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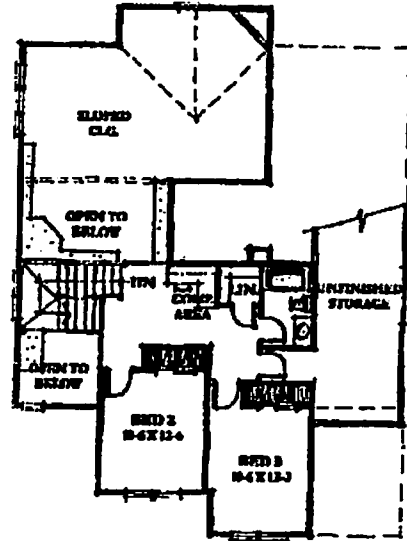
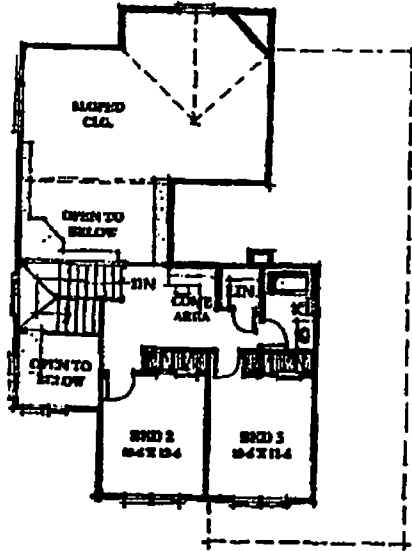


Second Floor - 527 sq.ft.

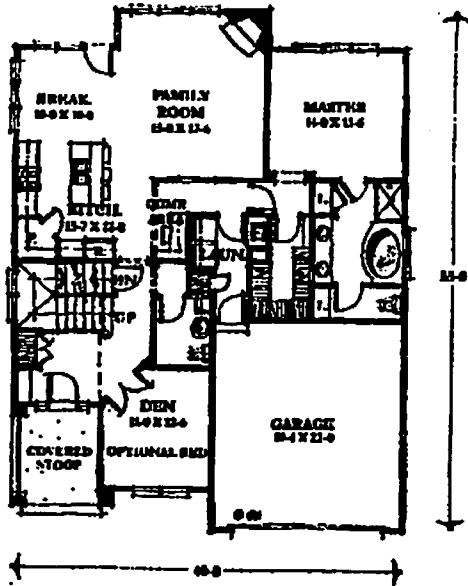
# Neighborhood In a Box™ Collection No.2

# 9T-7816 Thornburg

This plan, with all elevations and options, can be ordered separately for only \$1750<sup>00</sup>



With Storage  
Second Floor - 554 sq.ft.



NOTE: Fronts of floor plans may vary per elevation.

Main Floor - 1497 sq.ft.



*Thornburg Traditional*



*Thornburg Country French*



*Thornburg Craftsman*

Thornburg 1 1/2 Story 3 Bedroom

Main . . . . . 1497

Second . . . . . 527

Total . . . . . 2024

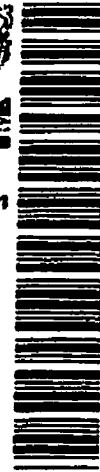
Thornburg 1 1/2 Story 3 Bedroom

Main . . . . . 1497

Second . . . . . 554

Total . . . . . 2051

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Keye Grubbs - DHI/Leassee Co.

# ST-7815 Randolph Neighborhood in a Box™ Collection No.2

This plan, with all elevations and options, can be ordered separately for only \$1750<sup>00</sup>



*Randolph Country French*



*Randolph Country French*

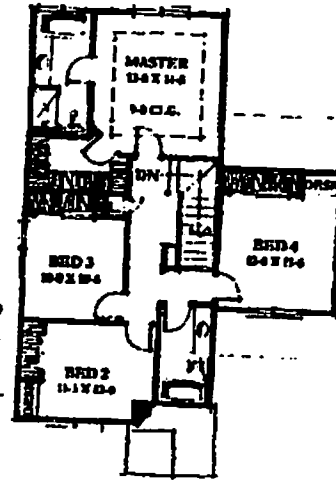


*Randolph Craftsman*

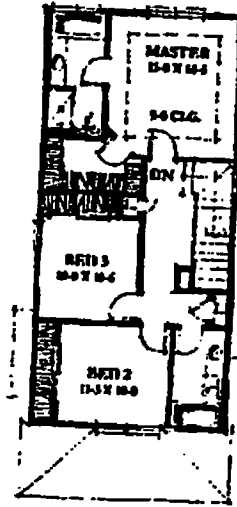
**Randolph 2 Story 3 Bedroom**  
 Main ..... 853  
 Second ..... 796  
 Total ..... 1649

**Randolph 2 Story 4 Bedroom**  
 Main ..... 896  
 Second ..... 1005  
 Total ..... 1901

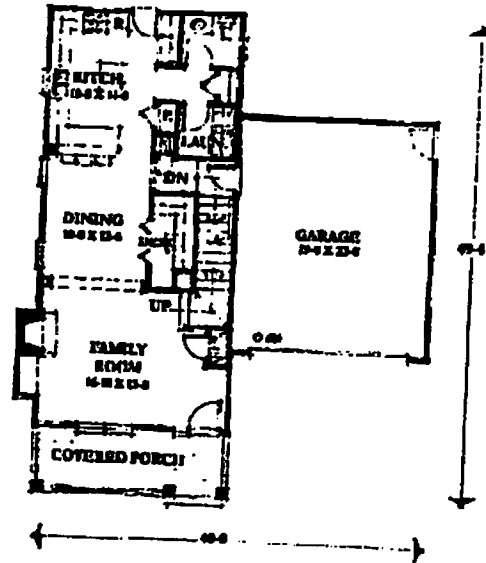
This three or four bedroom home provides a great move-up design with separate dining room and family areas, and a peninsula kitchen with eat-in area. A small home office is enclosed for privacy. The second floor comes in three or four bedroom versions.



**4 Bedroom  
 Second Floor – 1005 sq.ft.**



**3 Bedroom  
 Second Floor – 796 sq.ft.**



**Main Floor – 853 sq.ft.**

NOTE: Details of these plans may vary per elevation.

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 Keye Grubbs - Shawnee Co. DWA

11/17/04

# 9T-7812 Silverton

## Neighborhood in a Box™ Collection No.2

This plan, with all elevations and options, can be ordered separately for only \$2050.00



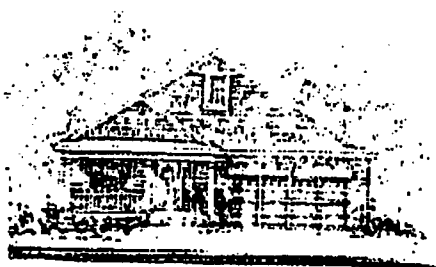
*Silverton 1-1/2 Story Craftsman*

This home features a garage that can be front loaded or rear loaded simply by flipping the right side of the home. The master bedroom is on the main level, and an island kitchen is adjacent to the family room. The main floor features a master suite with an entry vestibule, a spacious master bath with large walk-in closet. There are two full baths on this level, so the study can also be used as a guest room. The second floor has two bedrooms with an unfinished bonus space that can be used as a recreation room or additional bedroom. The computer loft in the upstairs hallway is an efficient use of space.

Silverton One-Story  
Main . . . . . 1344  
Total . . . . . 1344

Silverton 1-1/2-Story  
Main . . . . . 1351  
Second . . . . . 572  
Total . . . . . 1923

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DWA  
Keye Grubbs - Shawnee Co.



*Silverton One-Story Traditional*



*Silverton One-Story Traditional*



*Silverton 1-1/2 Story Traditional*



*Silverton 1-1/2 Story Country French*



DATE: June 12, 2014

TO: City Council

FROM: Donald Crawford, city manager

SUBJECT: Resolution authorizing 21-day posting of purchase agreement for the sale of city-owned property at 1120-70 Juniper Street

**RECOMMENDATION:** The city council should study this proposal and decide whether it is advisable to sell any land outside Phase I at this time, and if the decision is yes, whether to sell parcel, whether the city should pursue the plan for Phase II at this time, and a number of related issues.

**BACKGROUND:** In 2002 the city of Owosso acquired land and prepared a plan for a development known as Osburn Lakes. Phase I was platted and became a platted subdivision with a master deed establishing a condominium project. Nothing has happened with the proposed Phase II.

The city has received a proposal from Leonard and Laura Birchmeier to purchase a parcel of land in Phase II consisting of three proposed lots designed as n, o and p which would measure 239 feet in length (north to south) and 125 feet in depth (west to east). The parcel would front on a small portion of the completed Juniper Street and Juniper Street extended. Water and sewer service is available to the parcel.

The purchase offer is \$20,000. The following covenants would be placed on the parcel:

1. Minimum size of dwelling unit shall be 1,300 square feet of living space which excludes basements, garages and porches.
2. The dwelling shall have an attached two car to four car garage.
3. Accessory structures may not exceed 300 square feet and shall not exceed 15 feet in height.
4. The property shall not be subdivided.
5. The property owner shall be responsible for extending water and sewer service to the dwelling from existing city owned lines. Septic tanks are not permitted.

6. All provisions of the city of Owosso ordinances including, zoning and building codes ordinance shall apply.

The city would not extend Juniper Street or any utility lines and not be required to do so in the future at the city's expense.

**FISCAL IMPACTS:** The fiscal impacts are rather vague. The analysis made of the property according to the land sale policy places a value of \$\_\_\_\_\_. This value assumes that streets and utilities are provided. Based upon an engineer's estimate the cost of extending Juniper Street would be \$200.00 a foot at 2014 prices. The construction of a dwelling would generate property taxes.

**RESOLUTION NO. \_\_\_\_**

**AUTHORIZING 21-DAY POSTING OF PURCHASE AGREEMENT FOR THE SALE OF  
CITY-OWNED PROPERTY AT 1120-1170 JUNIPER STREET**

WHEREAS, the city owns an unsubdivided property in the city of Owosso, Caledonia Township, Shiawassee County, Michigan which the city acquired for the development of a subdivision; and

WHEREAS, the city wishes to develop the property into single family homes and is willing to sell parcels to purchasers who will build a dwelling upon the parcel; and

WHEREAS, Leonard and Laura Birchmeier approached the city offering to purchase a parcel generally as follows subject to a survey:

SEC 18, T7N, R3E, CITY OF OWOSSO, W 1/2 OF NE 1/4 AND W 1/2 OF E 1/2 OF NE 1/4 DESCRIBED AS BEGINNING AT A POINT THAT IS AT THE SOUTHWEST CORNER OF LOT 69 OF THE OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM; THENCE SOUTH 239 FEET; THENCE EAST 125 FEET TO THE SOUTHWESTERLY CORNER OF LOT 63; THENCE NORTHERLY 239 FEET; THENCE WESTERLY 125 FEET TO THE POINT OF BEGINNING, CONTAINING .7078 ACRES, MORE OR LESS.

and

WHEREAS, the value of the land in question has been determined according to the city's property sale policy as modified; and

WHEREAS, the city charter requires a 21-day posting period prior to the sale of any city-owned property to allow for public comment and potential offers.

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

1. The purchase agreement for the property described above be posted for a 21-day period to allow for citizen comment.
2. The agreement be returned to council at the meeting of July 21, 2014 for potential final disposition.

## **AGREEMENT FOR PURCHASE OF REAL ESTATE**

THE PURCHASERS, Leonard Birchmeier and Laura Birchmeier, hereby offer and agree to purchase, and the SELLER, the City of Owosso, a Michigan Municipal Corporation, hereby agrees to sell, land situated in the City of Owosso, Shiawassee County, Michigan upon the following terms and conditions.

WHEREAS Purchasers offered and wishes to purchase certain property from Seller and Seller wishes to sell the same:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PROPERTY DESCRIPTION:** A parcel of land, together with all buildings, structures, rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon, (the "Property"). The legal description of the parcel is as follows:

See attached legal description for property yet to be surveyed.

2. **PURCHASE PRICE:** Purchasers shall pay therefore the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars (the "Purchase Price").

3. **DEPOSIT:** Purchasers herewith deposits with Seller the sum of Two Thousand and No/ 100 (\$2,000.00) Dollars, as a deposit which shall be applied to the purchase price at closing.

4. **METHOD OF CLOSING:** The sale shall be consummated by the delivery of a Warranty Deed conveying fee simple marketable title with the balance of the purchase price to be paid in cash or by certified check at the time of closing. Consummation of this Agreement is subject to the approval of the Owosso City Council.

5. **TAXES:** All taxes and assessments due as of the closing date, including but not limited to any and all special assessments, even if payable in installments after closing, which have become a lien upon the land, whether recorded or unrecorded, at the date of this agreement shall be paid by the Seller. Purchaser shall pay all taxes and special assessments assessed after the closing date.

6. **CLOSING FEES:** Any closing fees charged for services rendered by an escrow company shall be divided equally between Purchasers and Seller except where the payment of same shall be prohibited by law.

7. **CONDITIONS PRECEDENT.** Purchasers' and Seller's obligations under this Agreement are conditioned upon the satisfaction of each of the following conditions:

(i) Purchasers, in Purchasers' sole discretion, obtaining a Survey, surveyor's report and surveyor's certificate.

(ii) Purchasers are buying the property on an "as is" basis.

(iii) Approval of the purchase by the Owosso City Council.

The above duties and terms shall survive the closing.

(iv) If Purchasers and Seller fail to satisfy or be satisfied with any one or more of the contingencies set forth above, or if Purchasers determine, at Purchasers' sole and absolute discretion, or for any reason whatsoever, to terminate this Agreement, within the inspection and approval period as defined in paragraph 9, below, then Purchasers may, on or before expiration of the inspection and approval period, as defined in paragraph 9, below, terminate this Agreement by giving written notice thereof to Seller, and this Agreement shall be deemed to be null and void and of no further force or effect, and Purchasers and Seller shall have no further rights, obligations, or liabilities under this Agreement.

8. INSPECTION: Purchasers and their employees, agents, and representatives shall at all times before Closing, have the privilege, opportunity, and right to enter upon the Property to inspect, examine, and perform surveys, soil tests, borings, structural analysis and tests, and any other tests needed to determine structural surface, subsurface, and topographic conditions of the Property, or for any other reasons deemed necessary by Purchasers for the satisfaction of the conditions set forth in paragraph 7, above. Provided, however, that Purchasers, their employees, agents and representatives shall indemnify and defend Seller from any claims arising from their activities on the property relating to this right of inspection and shall return the property to its original condition.

9. INSPECTION AND APPROVAL PERIOD: From the Effective Date, Purchasers shall have until the closing date (the "Inspection and Approval Period") to inspect the Property in the manner set forth in paragraph 8 above; and to obtain such other studies, tests, determinations, assessments and approvals, including but not limited to structural testing and inspection, site plan approval, easements, licenses, variances, curb cuts, and as otherwise set forth in paragraph 7, above, and any other determinations, assessments and approvals that are necessary to permit Purchasers' intended use of the Property, as deemed in Purchasers' sole discretion. Any delay by Seller in performing its obligations pursuant to this Agreement shall result in an extension of the Inspection and Approval Period equal to the length of the delay.

10. CLOSING: The consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held no later than 90 days from the last date of the signatures below. Closing shall take place at the title company, or such other location, as the Seller and Purchasers may mutually agree in writing. Purchasers shall take possession at closing.

11. TITLE INSURANCE: As evidence of title, Seller shall obtain, at Seller's sole cost and expense, a commitment for title insurance issued by a title company for a policy of title insurance from an underwriter acceptable to Purchasers, insuring title with standard exceptions.

12. COVENANTS: The following covenants shall be inserted in the Warranty Deed and placed upon the property which shall bind purchaser and subsequent owners of the property:



1. Minimum size of dwelling unit shall be 1,300 square feet of living space which excludes basements, garages and porches.
2. The dwelling shall have an attached two car to four car garage.
3. Accessory structures may not exceed 300 square feet and shall not exceed 15 feet in height.
4. The property shall not be subdivided.
5. The property owner shall be responsible at property owner's expense for extending water and sewer service to the dwelling from existing city owned lines. Septic tanks are not permitted.
6. All provisions of the city of Owosso ordinances including, zoning and building code ordinances shall apply.

13. **OBJECTIONS TO CONDITION OF TITLE:** If objection to the title is made by the Purchasers, then Seller may terminate this Agreement, or at its discretion, cure the objectionable defect. If this Agreement is terminated by Seller due to an objection to title, the deposit shall be returned to Purchasers.

14. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller represents, warrants and covenants to Purchasers that:

- (a) Seller (i) has complete and full authority to execute this Agreement, (ii) will execute and deliver any documents, instruments, and agreements including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iii) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein, as may be required by the Title Company.
- (b) Seller will not further sell, encumber, convey, or assign, or contract to sell, encumber, convey, assign, pledge, or lease all or any part of the Property or restrict the use of all or any part of the Property or take or cause to be taken any action in conflict with this Agreement at any time between the Seller's acceptance hereof and (i) Closing or (ii) the earlier termination of this Agreement pursuant to its terms.
- (c) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction, or decree issued against or imposed upon it or contract to which it is a party or will result in a violation by Seller of any applicable law, order, rule, or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality, nor does Seller have any knowledge that any such action, suit, proceeding or investigation is threatened.

- (d) Seller is not a “foreign person” as that term is defined in the Internal Revenue Code, Section 1445(F)(3) and the sale of the Property is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).
- (e) Seller is not a party to or bound by any contract or agreement of any kind or whatsoever, written or verbal, which might affect the Property.

15. MISCELLANEOUS:

- (a) Governing Law: This purchase agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.
- (b) Entire Agreement: This Agreement constitutes the entire, integrated agreement between the parties, and supersedes all prior written and unwritten negotiations, agreements, proposals and understandings. This Agreement shall not be orally amended, modified, superseded, or canceled, it being specifically understood that any of the terms, covenants, representations and conditions contained herein may be amended only by written instrument executed by all parties.
- (c) Binding Effect: The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- (d) Assignment: This Agreement may be assigned or transferred only by written consent of the non-assigning party.
- (e) Counterparts: This Agreement may be executed in counterparts each of which may be deemed an original, and all such counterparts together shall be deemed one and the same agreement.
- (f) Survival: All warranties, covenants, duties and representations made herein shall survive closing.

16. BROKERS: If either party has used a broker, it shall be that party’s responsibility to compensate its broker.

17. EFFECTIVE DATE: If this Agreement is not signed simultaneously by Seller and Purchasers it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the tenth (10th) calendar day following signature by the offering party. Effective date shall mean the date upon which this Agreement is accepted by the parties to whom the offer is made. Acceptance shall be deemed to have been made on the date the fully executed Agreement is received by the party first executing the Agreement.

18. NOTICES: All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

If to Seller:  
City of Owosso  
301 West Main Street  
Owosso, Michigan 48867

ATTENTION:

If to Purchasers:

ATTENTION:

The parties executed this Agreement for Purchase of Real Estate as of the date set forth below.

DATED: \_\_\_\_\_, 2014

DATED: \_\_\_\_\_, 2014

SELLER: City of Owosso

PURCHASERS:

BY: \_\_\_\_\_

Benjamin Frederick

ITS: Mayor

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Amy K. Kirkland, City Clerk

PREPARED BY:

William C. Brown P 33871

Owosso City Attorney

114 East Main Street, Suite 218

Owosso, Michigan 48867

(989) 729-0071

Justin Parker  
624 N. Ball St.  
Owosso, MI 48867  
June 9, 2014

Owosso Historical commission  
Chairperson and Commissioners

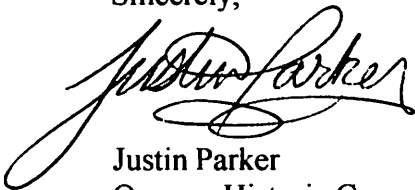
Dear Joni and commissioners:

Please accept my resignation from the role of commissioner on the Owosso Historical Commission, effective immediately.

Although I make this decision with disappointment, the reasons behind my leaving are not due in full with process, though I find many of them unsatisfactory. I, in accordance with the regulations of this commission must resign. My family and I will be moving out of Owosso proper, therefore I am no longer eligible to serve in my appointment. Let me state, however, that I hold the individual members of the commission in high regard, and encourage you all to hold steady on the reigns as momentous progress is appearing on the horizon.

This organization has had an impact on the historical attributes of this city, and I encourage the commission to a continued resolute nature to prevail against the hurdles that so regularly appear. I will continue to hold the highest regard for the commissions' goals; now go and turn them into reality.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Parker". The signature is fluid and cursive, with a large loop at the end of the last name.

Justin Parker  
Owosso Historic Commissioner



## OWOSSO PUBLIC SAFETY

Director of Public Safety  
Kevin Lenkart

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

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# *MEMORANDUM*

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DATE: June 10, 2014  
TO: Owosso City Council  
FROM: Kevin Lenkart  
RE: May 2014 report

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Attached are the statistics for the police department for May 2014. This report includes activity for the month of May and year-to-date statistics. Also attached is a list of Field Contacts, which are incidents that the police are dispatched to that require no further follow up than the officers initial response.

Also included are the Burning Violation reports for May 2014.



## Case Assignment/Clearance Report For May, 2014

May 2014

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
<i>PART I OFFENSES</i>					
ROBBERY	0	0	0	0	0 %
AGGRAVATED ASSAULT	4	2	8	6	75 %
BURGLARY	3	4	19	22	115 %
LARCENY	20	15	68	49	72 %
MOTOR VEHICLE THEFT	2	2	4	5	125 %
SIMPLE ASSAULT	10	9	33	27	81 %
ARSON	0	1	1	1	100 %
FORGERY & UTTERING	0	0	2	1	50 %
COUNTERFEITING	0	0	0	0	0 %
FRAUD	7	4	38	13	34 %
EMBEZZLEMENT	0	0	1	1	100 %
WEAPON CRIMES- CARRY, POSS,	0	0	0	0	0 %
PROSTITUTION	0	0	0	0	0 %
SEX OFFENSES 1/ UNDER AGE -	2	0	5	1	20 %
NARCOTICS VOLIATIONS	5	4	27	18	66 %
GAMBLING VIOLATIONS	0	0	0	0	0 %
VANDALISM-DAMAGE-DESTRUCTIO	0	0	0	0	0 %
HOMICIDE 1	0	0	0	0	0 %
HOMICIDE	0	0	0	0	0 %
RAPE / NON - FAMILY	1	0	2	0	0 %
SEX OFFENSES 2	5	5	11	9	81 %
PARENTAL KIDNAP	0	0	0	0	0 %
KIDNAPPING	0	0	0	0	0 %
BURGLARY RESIDENTIAL	2	0	7	0	0 %
BURGLARY COMMERCIAL	0	0	1	1	100 %
RESISTING/OBSTRUCTING	0	0	2	1	50 %
<i>PART I OFFENSES</i>	<i>61</i>	<i>46</i>	<i>229</i>	<i>155</i>	<i>67 %</i>
<i>PART II OFFENSES</i>					
PAROLE/PROBATION VIOLATION	3	3	8	9	112 %
NATURAL DEATH	0	0	10	3	30 %
RETAIL FRAUD	1	1	3	5	166 %
RUNAWAY	7	3	27	16	59 %
VIOLATION PPO/ COURT ORDER	0	0	0	1	0 %

Offenses	Current Month		Year-To-Date		Percent Cleared
	Assigned	Cleared	Assigned	Cleared	
FAMILY NONSUPPORT	0	0	0	0	0 %
SUSPICIOUS DEATH	0	0	0	2	0 %
TRAFFIC OFFENSES OTHER	8	2	34	8	23 %
CRIMINAL CASE OTHER	0	0	0	0	0 %
WARRANT ARREST	16	13	72	52	72 %
SUSPICIOUS CIRCUMSTANCES	3	1	15	8	53 %
WARRANT ADVISED	0	0	0	0	0 %
MENTAL ORDER-ECO / TDO	7	7	35	24	68 %
DOMESTIC ASSAULT/SITUATION	21	16	78	52	66 %
ILLEGAL DUMPING	0	0	0	0	0 %
FOUND PROPERTY	9	10	24	21	87 %
RECOVERED PROPERTY	0	0	0	0	0 %
ANNOYING PHONE CALLS	0	0	0	0	0 %
TRESPASSING	0	0	4	1	25 %
DOA	0	0	0	0	0 %
ANIMAL COMPLAINTS	5	2	9	5	55 %
MISSING PERSON	0	0	0	0	0 %
WARRANT OBTAINED	0	0	0	0	0 %
PROPERTY-LOST	0	0	0	0	0 %
SAFEKEEPING OF WEAPON	0	0	0	0	0 %
SUICIDE AND ATTEMPTED SUICIDES	0	0	2	0	0 %
TRAFFIC - HIT & RUN	6	5	29	17	58 %
FIRES - NOT ARSON	0	0	2	1	50 %
LOST PROPERTY	0	0	0	0	0 %
NON-CRIMINAL CASE	19	13	55	39	70 %
CRIMES AGAINST FAMILY &	0	0	4	4	100 %
DRIVING WHILE IMPAIRED	3	5	17	19	111 %
LIQUOR LAW VIOLATIONS	2	2	17	8	47 %
DISORDERLY CONDUCT	4	2	13	6	46 %
OTHER CRIMES	15	12	84	68	80 %
IMPOUND / TOW FOLLOW-UP	0	0	0	0	0 %
FALSE ALARM	0	0	0	0	0 %
MOTOR VEHICLE CRASH	42	30	175	129	73 %
THREATS	0	0	2	2	100 %
PROPERTY CRIMES, POSS, SALE,	0	0	0	0	0 %
DAMAGE TO PROPERTY	8	0	34	16	47 %
<i>PART II OFFENSES</i>	<i>179</i>	<i>127</i>	<i>753</i>	<i>516</i>	<i>68 %</i>
<b>Grand Totals:</b>	<b>240</b>	<b>173</b>	<b>982</b>	<b>671</b>	<b>68 %</b>



**Field Contact By Reason Summary Report**

Date Range: 05/01/2014 - 05/31/2014, Agency: OWPD

<b>Reason for Contact</b>	<b>Count</b>
911 Hang Up	30
False Alarm Commercial	16
False Alarm Residential	5
All Other Service Reports	10
Animal Complaints Other	24
Assist Ambulance	8
Assist To Other Dept	20
Assist Fire Dept	1
Assist Officer	1
Attempt To Locate	25
Barking Dog	9
Burning Ordinance	8
Civil Dispute	24
Code Enforcement - Owosso	2
Disturbance	9
Fight / No Assault	4
Fireworks	1
Found Property	5
Gun Permit/register	19
Harrassment	7
Investigate Vehicle	2
Lobby Walk-in	1
Loud Music	10
Loud Party	4
Open Door	1
Ordinance Violation	9
Parking Problem	20
Pawn Ticket	141
Peace Officer	13
Prowler	1
Reckless Driver	5
Recover Stolen Vehicle	1
Road Hazard	8

<b>Reason for Contact</b>	<b>Count</b>
Suspicious Person	26
Suspicious Situation	50
Suspicious Vehicle	17
Trouble With Kids	29
Trouble With Neighbor	17
Trouble With Subject	66
Trash Complaint	1
Unwanted Subject	4
Vacation Check On Home	3
Vehicle Inspection	3
Warrant Arrest	1
Welfare Check	15
Wire Down	3
Work Traffic	195

**BURNING VIOLATIONS - CITATION ISSUED**  
MAY 2014

INCI_ID	DATE_REPT		STREET	STREET
201402882	05/26/2014 21:40:57	1044	S PEARCE ST	
201402955	05/29/2014 20:17:16	514	W HAMPTON ST	

**BURNING VIOLATIONS - NO CITATION ISSUED**  
MAY 2014

CASE_ID	FCDATE	STREET	STREET
201402330	05/04/2014 20:20:00	314	W JENNETT ST
201402493	05/11/2014 16:24:00	725	DIVISION ST
201402697	05/19/2014 17:21:00	724	N DEWEY ST
201402747	05/21/2014 16:01:00	517	W FLETCHER ST
201402812	05/23/2014 22:50:00	439	E MAIN ST
201402840	05/24/2014 21:44:00	415	W CURWOOD DR
201402870	05/26/2014 00:48:00	700	W BRADLEY ST
201402880	05/26/2014 19:20:00	1307	W MACK ST
201403014	05/31/2014 22:09:00	307	N LANSING ST



## OWOSSO PUBLIC SAFETY

Director of Public Safety  
Kevin Lenkart

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

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# MEMORANDUM

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DATE: June 12, 2014  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: May Fire Report

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During the month of May 2014:

Fire Department responded to 191 Ambulance calls.

Fire Department responded to 18 Fire calls.

- 5 - False alarm
- 2 - Gas leak or smell
- 2 - Electrical
- 3 - Vehicle accidents
- 5 - Public Assist calls
- 1 - Dumpster fire

REGULAR MEETING MINUTES  
OWOSSO DDA / MAIN STREET  
Council Chambers, City Hall  
May 7, 2014 – 7:30 am.

MEMBERS PRESENT: Authority Members Benjamin Frederick, Dawn Gonyou, Lance Omer, and Secretary Alaina Kraus

MEMBERS ABSENT: Chairman Dave Acton, Authority Member Bill Gilbert, Ken Cushman, Meredith Landino, and Treasurer James Demis

OTHERS PRESENT: Josh Adams, DDA /Owosso Main Street Manager; Susan Montenegro, City of Owosso; Helen Granger, Press

PUBLIC / BOARD / STAFF COMMENTS:

COMMITTEE UPDATES

1. Design – Authority Member Bill Gilbert

Work is in progress on getting the flowers and other design projects through flower sponsors, historic glasses, and other projects.

2. Economic Restructuring – Authority Member Omer

Business mentorship, recruitment, education and success story work plans are in the process of being written. Promoting the market study is also a focus.

3. Organization – Manager Adams/Meredith Landino

The newsletter took a hiatus over the winter but will be back monthly for the summer. The IB program is going forward and it is being promoted as getting your IB hours done before school even starts.

4. Promotion – Manager Adams

Image Builders and Business Owners are meeting regularly. There will be a new event called ‘Tour Our Town’ on August 23<sup>rd</sup>. They are also working on a ‘golden ticket’ promotion with the SRI event in June.

ITEMS OF BUSINESS:

2. BUDGET REPORT.

A small deficit is expected this year. There will be an adjusted budget available for voting at the June meeting.

3. LOOMIS LEGAL SERVICE

Loomis is looking into the process of tax credits coming through the DDA for the Wesner project and its viability with the IRS. While the cost will be absorbed by the contractor of work on the Wesner building, but it needs to be okayed by the DDA for Loomis to pursue this as well.

**PUBLIC / BOARD / STAFF COMMENTS:**

Fundraising possibilities like an auction were brought up. It was agreed that a committee needs to be willing to take this on and there need to be concrete examples of what the money raised would be spent on.

Frederick asked about downtown parking. The understanding of others on the board is that a sub-committee is getting put together to start meeting after the National Main Street Conference in May. He also asked about a 30 minute parking spot on Comstock by Sunnyside floral for the rotation of customers through the shop. The problem is not the customers, but the owners and employees who take the spaces.

There are a large number of spots, but need way finding to direct people to the lots. The wayfinding signs are in storage, but need fundraising for the inserts. Due to size and material the inserts are \$900 a piece or \$10,800 for twelve.

Gonyou asked about an Owosso events list to promote to our of town visitors. Adams shared that that is something he would like to see. Omer said this could also be included in the welcome packet.

---

Alaina Kraus, Secretary

**April Check Register**  
By Check Number





12:19 PM

05/05/14

**Owosso Main Street**  
**Check Register - By Check Number**  
**April 2014**

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
<b>1978</b>	<b>04/15/2014</b>	<b>Agnew Graphics, Si...</b>	<b>Drinking Water Glass...</b>	<b>Owosso Main Street Checking</b>	
	04/03/2014		Drinking Water Glasses...	296-697-818.000-BED PLANTS	-44.90
TOTAL					-44.90
<b>1979</b>	<b>04/15/2014</b>	<b>Kelly's Refuse</b>	<b>Trash Service</b>	<b>Owosso Main Street Checking</b>	
	04/03/2014		Trash Service - March t...	296-200-831.000 MAINTENANCE	-500.00
TOTAL					-500.00
<b>1980</b>	<b>04/15/2014</b>	<b>Lorraine Weckwert</b>		<b>Owosso Main Street Checking</b>	
	04/01/2014		reimbursement for purc...	296-697-818.000-BED PLANTS	-178.85
	04/01/2014		reimbursement for see...	296-697-818.000-BED PLANTS	-91.48
TOTAL					-270.33
<b>1981</b>	<b>04/15/2014</b>	<b>Candence Massuch</b>	<b>Flower Watering reim...</b>	<b>Owosso Main Street Checking</b>	
	04/15/2014		Flower Watering reimb...	296-697-818.000-BED PLANTS	-112.05
TOTAL					-112.05
<b>1982</b>	<b>04/15/2014</b>	<b>Joshua Adams</b>	<b>Manager Wages</b>	<b>Owosso Main Street Checking</b>	
	04/03/2014		Manager Wages - 3/28 ...	296-200-999.101 MANAGER WAGES	-2,115.38
TOTAL					-2,115.38
<b>1985</b>	<b>04/25/2014</b>	<b>DayStarr Communic...</b>	<b>Phone forwarding ser...</b>	<b>Owosso Main Street Checking</b>	
	04/16/2014		Phone forwarding servi...	296-200-728.000 OPER SUPPLIES	-15.22
TOTAL					-15.22
<b>1986</b>	<b>04/25/2014</b>	<b>Joshua Adams</b>	<b>Manager Wages</b>	<b>Owosso Main Street Checking</b>	
	04/25/2014		Manager Wages: 4/11/...	296-200-999.101 MANAGER WAGES	-2,115.38
TOTAL					-2,115.38

Minutes of the **May 12, 2014**, regular meeting  
of the **Owosso Historical Commission** held  
at the Gould House, 7:00 p.m.

Members: Chairperson Joni Forster, members Kerry Baker, Sue Ludington, James Gutting, Lorraine Weckwert, Justin Parker, Elaine Greenway and Director Mitchell Speers

Members Absent: (1 vacancy)

Guests Present:

The meeting was called to order at 7:00 p.m. by Chairperson Forster, but there was no quorum.

7:04 Parker arrived, establishing a quorum.

Chairman Forster asked for approval of the agenda, Greenway moved to approve and seconded by Parker and accepted.

7:08 Weckwert arrived.

Chairman Forster proceeded to the approval of the minutes. Weckwert noted that she had been listed as present in error and asked for a correction. Director Speers noted the error and Parker moved to approve the minutes, seconded by Greenway and accepted.

The communications were brought to member's attention, with Parker questioning an entry from March of 2012. Director Speers agreed to look into it.

Director Speers updated members on several events and activities having taken place in the past month. Items included: the addition of internet service at the castle, inventory grant received, a second donor has come forward to purchase a moose head, installation of a water heater at the castle, and a visit from the Livingston Courier Questers were among the items noted.

Chairperson Forster directed members to updates of old business. Greenway discussed the Home Tour and updated members on progress. Greenway noted the success of ad sales and discussed the upcoming special committee meeting to discuss the budget.

Chairperson Forster noted that had been no update on the OHC Bylaws.

Ludington discussed her desire to have member Gutting move forward with a website and noted the importance of an online presence for the historical commission. Gutting demonstrated possible options for the site and Greenway moved to have Gutting and Speers develop a website. Ludington seconded and the motion passed.

~~Chairperson Forster~~ Greenway moved to have the Curwood Castle floors repaired and refinished by Dick Martin of Accent Hardwood Floors, Weckwert seconded and the motion passed.

Gutting updated members with regards to the former City Hall bell, noting that an A-frame support for the bell, on N. Chipman Road, was not available at this time. Parker and Gutting discussed the construction of a support for the bell and Parker motioned to have the bell displayed at the Woodard Station location, seconded by Greenway and carried.

Gutting made a motion to have the City Attorney look into the return of a carriage believed to have been removed from the OHC collection. Baker seconded the motion and the motion passed.

Motion by ~~Forster~~ Parker to adjourn the meeting at 8:37 p.m., seconded by Gutting.

Respectfully submitted,  
Mitchell Speers  
Secretary/Treasurer

**MINUTES  
REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS  
CITY OF OWOSSO  
MAY 20, 2014 at 9:30 AM  
CITY COUNCIL CHAMBERS**

The meeting was called to order by Vice-Chairman Chris Eveleth at 9:31 a.m.

Roll call was taken by Recording Secretary Marty Stinson.

**MEMBERS PRESENT:** Vice-Chairman Christopher Eveleth, Secretary Daniel Jozwiak, Board Member William Wascher and Alternate John Horvath.

**MEMBERS ABSENT:** Chairperson Randy Horton, Board Member Kent Telesz and Alternate Matt Grubb.

**OTHERS PRESENT:** Ms. Susan Montenegro, Assistant City Manager and Director of Community Development; Mr. Charles P. Rau, Building Official; Mr. Kurt Mills, contractor for petitioner.

**AGENDA: IT WAS MOVED BY BOARD MEMBER WASCHER AND SUPPORTED BY BOARD MEMBER JOZWIAK TO APPROVE THE AGENDA OF THE MEETING OF MAY 20, 2014.  
YEAS: ALL. MOTION CARRIED.**

**MINUTES: IT WAS MOVED BY BOARD MEMBER JOZWIAK AND SUPPORTED BY BOARD MEMBER WASCHER TO APPROVE THE MINUTES OF THE MEETING OF DECEMBER 17, 2013 AS PRESENTED.  
YEAS: ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum
2. ZBA minutes from December 17, 2013
3. Variance request materials – 615 Third Street
4. Site map
5. Affidavit of notice

**COMMISSIONER/PUBLIC COMMENTS:** None.

**PUBLIC HEARINGS: VARIANCE REQUEST – 615 Third Street, # 2014-01**

The public hearing was opened at 9:33 am. There were no comments and the hearing was closed at 9:34 am.

The contractor for the applicants, Mr. Kurt Mills, was in attendance. Vice-chairman Chris Eveleth explained that the first item of business for a variance was to exam if a hardship for the property existed for this particular parcel of land.

Mr. Mills commented that there was not room for two vehicles in the current garage on the property. Board Member Wascher commented that this was recently purchased property and that the owners had truck(s) when they purchased the property. The garage request created reduced setbacks and would also create more than 25% lot coverage. He doesn't see a hardship.

**MOTION BY BOARD MEMBER JOZWIAK, SUPPORTED BY BOARD MEMBER HORVATH THAT THERE IS NO TRUE HARDSHIP AND THERE WOULD BE TOO MUCH LOT COVERAGE AND THAT THERE IS A MOTION TO FIND NO HARDSHIP**

**AYES: JOZWIAK, WASCHER, HORVATH, EVELETH**

**NAYS: NONE**

**MOTION CARRIED.**

Vice Chairman Eveleth advised Mr. Mills to contact the Building Official for some possible creative solutions to building a smaller garage.

**COMMISSIONER/PUBLIC COMMENTS:** None

**ADJOURNMENT:**

**MOTION BY BOARD MEMBER WASCHER, SUPPORTED BY BOARD MEMBER HORVATH TO  
ADJOURN AT 9:45 A.M.**

**YEAS: ALL. MOTION CARRIED.**

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Dan Jozwiak, Secretary

m.m.s

**Minutes**  
**Regular Meeting of the Parks & Recreation Commission**  
**Council Chambers, City Hall**  
**May 27, 2014 – 6 p.m.**

**Call to order:** The meeting was called to order at 6:05 p.m. by Chairman Espich.

**Pledge of Allegiance:** The Pledge of Allegiance was recited by all in attendance.

**Roll Call:** Taken by City Clerk Amy K. Kirkland.

**Members Present:** Chairman Michael Espich, Commissioners Tim Alderman, Nikki Hathaway, and Kristen Woodbury.

**Members Absent:** Vice-Chairman Jeff Selbig.

**Others Present:** Susan Montenegro, Assistant City Manager and Director of Community Development.

**Approve Agenda for May 27, 2014 meeting.**

**A motion to approve the agenda for the May 27, 2014 meeting was made by Commissioner Alderman and supported by Commissioner Woodbury.**

**Ayes: all. Motion carried.**

**Approve Minutes from April 28, 2014 meeting:**

**A motion to approve the minutes from the April 28, 2014 meeting was made by Commissioner Alderman and supported by Commissioner Hathaway.**

**Ayes: all. Motion carried.**

**Public Comments:**

Liam Hathaway was in attendance with his mother. He indicated he thought the parks were “good”.

**Board Comments:**

Chairperson Espich said he appreciated the efforts of all of the people that came out to help clean up the parks a couple of weeks ago. He said he was particularly appreciative of the efforts from Josh Adams’ church group.

**Communications:**

1. Staff memorandum
2. April 28, 2014 minutes

**Business:**

**1. Green Up/Clean Up – Recap**

Ms. Montenegro reported that 45-60 volunteers showed up to clean up the City’s parks for the Green Up/Clean Up event. She said the clean up was intense as there were many trees damaged by last winter’s ice storm creating large amounts of brush that needed to be gathered and hauled away. She thanked all those that volunteered or donated to the event including VG’s, Kroger, Lance’s Bakery, Abiding in the Vine, the church group that volunteered and made lunch, and the DPW crews for working Saturday.

Ms. Montenegro indicated that next year she would like to use more of a team approach for the event with Commissioners stepping forward to coordinate certain portions of the event. She said she would also appreciate any advice the Commission may have on marketing the event. There was discussion regarding distributing flyers at the schools to publicize the event, “adopting” a park, connecting with National Honor Society students looking for volunteering opportunities, and connecting with IB students and Baker students.

**2. Bark Park Clean Up – Recap**

Commissioner Selbig was not present to provide a report on the clean up of the Bark Park, though it was acknowledged a large amount of brush had been removed from the park.

**3. Promoting Active Communities Assessment (PAC)**

Ms. Montenegro indicated the Assessment was intended to help increase the overall activity level of the community and covered a wide range of topics, not just parks. She said she was hoping the Commission members would read over the assessment materials in preparation for more in-depth discussions to be scheduled for a later date. A meeting was scheduled for June 12, 2014 at 6:00 p.m. in the City Hall Conference Room to discuss the assessment.

There was discussion among the Commission members regarding funding for the parks system. Members discussed establishing a budget line item in the amount of \$5,000 to allow the Commission to react to opportunities and concerns in a more timely manner, wearing out the public’s welcome in relation to funding for projects, and whether the Commission could levy a millage to support the parks.

There was further discussion regarding the Community Gardens and the status of the waiver required for use of the gardens, the status of the splash pad, and whether it could be functional in time for Daniel Vargas’s wedding on Saturday.

**Public / Board Comments:** None

**Adjournment:**

**A motion to adjourn the meeting was made by Commissioner Woodbury and was supported by Commissioner Alderman. The meeting adjourned at 6:38 p.m.**

**Ayes: all. Motion carried.**

akk

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Susan Montenegro, Secretary

**MINUTES  
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION  
Council Chambers, City Hall  
May 27, 2014 – 7:00 pm**

**CALL TO ORDER:** Meeting was called to order at 7:03 p.m. by Chairman William Wascher.

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited by all in attendance.

**ROLL CALL:** Roll Call was taken by City Clerk Amy K. Kirkland.

**MEMBERS PRESENT:** Chairman William Wascher, Secretary Tom Kurtz, Commissioners David Bandkau, Michael O’Leary, Brent Smith, and Randy Woodworth

**MEMBERS ABSENT:** Vice-Chairman Frank Livingston, Commissioners Thomas Taylor and Craig Weaver.

**OTHERS PRESENT:** Susan Montenegro, Assistant City Manager and Director of Community Development; Ryan Henry, Kincaid Henry Group; Jeff Deason, Shiawassee Regional Chamber of Commerce President/CEO; and Justin Horvath, Shiawassee Economic Development Partnership.

**AGENDA APPROVAL:**  
**MOTION BY COMMISSIONER BANDKAU, SUPPORTED BY COMMISSIONER KURTZ TO APPROVE THE AGENDA FOR MAY 27, 2014.**  
**YEAS ALL. MOTION CARRIED.**

**MINUTES APPROVAL:**  
**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER SMITH TO APPROVE THE MINUTES OF THE MEETING OF APRIL 28, 2014 AS PRESENTED.**  
**YEAS ALL. MOTION CARRIED.**

- COMMUNICATIONS:**
1. Staff memorandum
  2. PC minutes from April 28, 2014
  3. East Main Street Map Changes
  4. Public Hearing Notice
  5. Conceptual parking lot drawings for DIG

**COMMISSIONER / PUBLIC COMMENTS: NONE**

**PUBLIC HEARING:**

**1. EAST MAIN STREET REZONING**

The public hearing was opened for comment.

Reynold Batteen, owner of home at 515 East Main Street, inquired why the rezoning was being proposed if no one had petitioned for it, he also inquired how the property at 525 East Main was rezoned without his knowledge, and what value the rezoning would be to him. He said he felt the new zoning designation would negatively affect the value of his property and he didn’t see the need for changes. Commission Chair Wascher and Commissioner Woodworth indicated the change in rezoning was proposed to bring the area into compliance with the Master Plan adopted in 2012, reduce spot zoning issues, and establish consistent zoning for future potential development. It was further indicated all existing purposes may remain and any new zoning designation would only become effective if the purpose of the property changes.



Randy Smith, owner of 830 East Main Street, inquired whether his taxes would be affected by a change in zoning. He said he too, didn't see the need to change the zoning and felt that allowing business development along that stretch of the highway would increase traffic problems. Chairperson Wascher noted that his taxes would remain the same and said any new development along that stretch would need to present a site plan to the Commission for review and the Commission would have the authority to demand changes if it is felt traffic issues would be increased. He also noted that the changes proposed are for the future, the affects will not be seen tomorrow.

Cathy Schmidfrantz, owner of 828 East Main Street, inquired whether she would be able to rebuild her house if it were to burn. Commission members noted that her lot is not proposed for rezoning, but if it was and her home burned it could potentially be rebuilt using a waiver process that has been established.

There was free discussion between citizens and Commission members regarding whether homes in the proposed rezoning area could be rebuilt under various circumstances.

Gary Schmidfrantz, owner of 828 East Main Street, inquired whether he as a property owner would have any say in the site plan of a business if one were to move next door to him. Chairperson Wascher indicated the property next door would not revert to the commercial zoning designation until the home on the property is gone and all proposed site plans would be presented to the Planning Commission for review. He further noted that he could appeal any decisions of the Planning Commission to an appeals board.

The public hearing was closed.

**SITE PLAN REVIEW: NONE.**

**BUSINESS ITEMS:**

**1. East Main Street Rezoning – Washington Street to Gould Street**

**MOTION BY COMMISSIONER WOODWORTH, SUPPORTED BY COMMISSIONER KURTZ THAT THE OWOSSO PLANNING COMMISSION FIND THE PROPOSED ZONING OF THE PARCELS IN QUEST TO MEET THE STANDARDS OF THE ZONING CODE, HEREBY RECOMMENDS APPROVAL OF THE REZONING OF THE FOLLOWING PROPERTIES TO THE OWOSSO CITY COUNCIL:**

<b>Address</b>	<b>Current Zoning</b>	<b>Proposed Zoning</b>
515 East Main	R2	OS1
615 East Main	RM1	B1
617 East Main	OS1	B1
827 East Main	OS1	B4
831 East Main	OS1	B4
835 East Main	RM1	B4
508 East Main	RM1	OS1
512 East Main	RM1	OS1
830 East Main	RM1	B4
832 East Main	RM1	B4
834 East Main	RM1	B4
910 East Main	B1	B4

**YEAS ALL. MOTION CARRIED**

Chairperson Wascher noted that the item would be forwarded to City Council for a second public hearing and final consideration.

**ITEMS OF DISCUSSION:**

**1. Review of conceptual drawings for DIG parking lots as pertaining to the Master Plan**

City Manager Donald Crawford relayed the details of the DIG grant to the Commission as follows: the grant is for more than \$650,000, the City must match \$125,000, and the DDA must match \$225,000, all construction must be completed by November 30<sup>th</sup> or the money is forfeited. City Manager Crawford said the item was being presented to the Commission now because the area proposed for construction is included in the Master Plan. He went on to detail the proposed improvements for the parking lot on Curwood Castle Drive and the parking lot south of the Armory.

The Castle parking lot improvements are relatively straight-forward involving the closure of a portion of Bradley Street to allow the enlargement of the current lot, paving the current lot, providing screening around the lot, installing speed bumps on Curwood Castle Drive to discourage people trying to avoid the light at Main and Shiawassee, creation of a bus loading zone, and installing lighting.

Piper Brewer of the Arts Council had questions regarding the lighting of the Curwood Castle Drive lot, if the grade of the lot would be changed, and if the closure of a portion of Bradley Street would cause traffic congestion when there are events in the park. She also asked if the proposed bus parking could be moved to an area that was accessible by both patrons of the Castle and patrons of the Arts Center.

Commissioner O'Leary inquired whether the flood plain was involved in the project. It was noted certain areas had been intentionally avoided to keep the projects free of flood plain issues. It was further noted the existing storm sewer would be utilized to drain the Curwood Castle lot and a small retention pond was proposed for the Armory lot.

The proposed improvements for the Armory lot will be broken into two phases with all items related to the river in one project and the remaining items, including the Armory parking lot, in the other. He indicated the parking lot would be repaved and marked for 78 spots to maximize use of the area, screening similar to that found around the Exchange Street lot will be erected, and updated lighting installed. Drainage for the lot is proposed in the form of a small retention pond in one corner of the lot. A pavilion, bike racks, and kayak storage are also proposed along the riverfront.

Ryan Henry, of Kincaid Henry Building Group, said he was concerned and confused by the current plan for the Armory parking lot saying he thought his developments were going to benefit directly from the DIG grant. He distributed copies of the conceptual drawings that were included in the City's DIG grant application and said he felt the current plan is not consistent with the grant application and would not work with the plans they have drawn for the Armory. He said he felt the DIG grant requires the City to build a large pavilion, a new retaining wall, and coordinate the proposed developments at the Armory and Matthews Building.

City Manager Crawford indicated the City had submitted conceptual drawings with the DIG application but the plans were fluid, there is a need to move immediately to fulfill the time requirements of the grant and the Armory redevelopment is not as far along as was originally planned. He said the City wants to see the redevelopment of the adjoining buildings tied together with the parking lot improvements and he respects the fact there are details that have to be worked out with the grantor but he is also cognizant that neither the redevelopment of the Armory nor the Matthews Building is entirely assured and he has a duty to ensure that the taxpayers of Owosso do not get left holding the bag should one of those projects not come to fruition.

There was significant discussion regarding the early conceptual drawings and the latest proposed drawings.

Chairperson Wascher ended the discussion saying he wasn't sure why the item was brought before the Commission as they had no authority in the matter. He encouraged the City and the developers to work out the issues worked out.

**COMMISSIONER / PUBLIC COMMENTS:**

City Councilman Burton Fox said he had not heard the Armory project was a definite go and he knew the DIG grant projects had to be finished by the end of the year or the money would have to be returned. He said it seems as if “everyone thinks that everyone else is in the wrong” and he would like to see more communication between the Chamber and the City. He said he would be thrilled to see the Armory redeveloped and was happy to hear there was a proposal to redevelop the Matthews Building. He said as a citizen of the City he wanted the parties to reach a resolution and suggested the Chamber pledge to pay back the DIG grant funds if the City ties its projects to the Armory redevelopment as requested and the development doesn’t go through.

Jeff Deason, CEO of the Shiawassee Regional Chamber of Commerce, said they have made every effort to include the City in their development discussions. They are trying to secure financing as soon as possible but such activities take time. He said he was sad things had gotten this contentious and suggested all the parties sit down together to reach a resolution.

Chairperson Wascher said he thought the project was a great idea but the parties involved need to get together to make it work, the Planning Commission is powerless to anything at this point.

**ADJOURNMENT:**

**MOTION BY COMMISSIONER KURTZ, SUPPORTED BY COMMISSIONER SMITH, TO ADJOURN AT 8:43 P.M.  
YEAS ALL. MOTION CARRIED.**

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Tom Kurtz, Secretary

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