

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, APRIL 05, 2021
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 15, 2021:

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF MARCH 29, 2021:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. USDA Grant – Police Cruiser. Conduct a public hearing to receive citizen comment regarding the proposal to apply for grant funding from the USDA to go toward the purchase of a new police vehicle.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Traffic Control Order No. 1442 Amendment. Approve Traffic Control Order No. 1442.1 amending TCO 1442, extending the expiration date through April 30, 2021.
2. Downtown Owosso Farmers' Market Permission. Consider request from Tracy Peltier- Executive Director of the Downtown Owosso Farmers' Market to close Exchange Street from Water Street to Washington Street, Ball Street from Main Street to Mason Street, and Water Street from Exchange Street to Mason Street every Saturday from May 1, 2021 to October 30, 2021 from 7:00 a.m. until 2:00 p.m. for the annual farmers' market, and approve Traffic Control Order No. 1444 formalizing the request.

3. Emergency Purchase Authorization – WTP Sludge Valves. Authorize emergency purchase of four Rotork valves and one Rotork valve actuator for the Water Treatment Plant from Systems Specialties Company in the amount of \$11,753.00 plus shipping and handling and further authorize payment to the vendor upon satisfactory receipt of said equipment.
4. Bid Award - Chip Seal – Contract No. 1. Approve bid award to Highway Maintenance and Construction Company for the 2021 Chip Seal Program – Contract No. 1 in the amount of \$147,026.20, plus a contingency of \$8,000.00, and further approve payment to the contractor up to the contract amount plus the contingency.
5. Bid Award - Chip Seal – Contract No. 2. Approve bid award to Highway Maintenance and Construction Company for the 2021 Chip Seal Program – Contract No. 2 in the amount of \$151,006.00, plus a contingency of \$10,000.00, and further approve payment to the contractor up to the contract amount plus the contingency.
6. Bid Award - Retaining Wall. Approve bid award to Gordon Construction Services, Inc. for the 2021 Retaining Wall Project in the amount of \$220,937.20 and authorize payment to the contractor upon satisfactory completion of the project or portion thereof.

ITEMS OF BUSINESS

1. Unpaid Utility Charges. Authorize the Annual Notice for the collection of unpaid utility charges and the intent to lien therefore in compliance with Chapter 15, Section 15.4(c) of the Owosso City Charter.
2. City Budget Amendment. Adopt Amendment No. 3 to the 2020-2021 Budget.
3. 2021 General Obligation Limited Tax Refunding Bonds. Consider the issuance of 2021 General Obligation Limited Tax Refunding Bonds to refund the existing 2009 DDA General Obligation Limited Tax Bonds for interest savings.
4. 2021 General Obligation Unlimited Tax Refunding Bonds. Consider the issuance of 2021 General Obligation Unlimited Tax Refunding Bonds to refund the existing 2010 Unlimited Tax General Obligation Street Bonds, the 2013 Unlimited Tax General Obligation Street Bonds, the 2017 Unlimited Tax General Obligation Street Bonds, and the 2018 Unlimited Tax General Obligation Street Bonds for interest savings.
5. Electric Vehicle Charger – Transformer Easement. Consider granting a utilities easement to Consumers Energy for the installation of a transformer for the new EV Charging station that will be installed in Main Street Plaza.
6. OMS/DDA Loan & Grant Manual Revisions. Consider changing the eligibility requirements to qualify for a Fire Suppression grant for upper story housing developments as defined in the OMS/DDA Loan & Grant Manual governing the use of downtown revolving loan and grant funds.
7. Public Services Employees COVID-19 Hazard Payment. Consider giving each AFSCME Public Services Employee a \$1,000 COVID-19 Hazard Payment.
8. Library Lease. Consider lease agreement between the City of Owosso and the Shiawassee District Library for library building situated on City-owned property at 502 W. Main Street and authorize the Mayor and City Clerk to execute said document.
9. Washington Park Water Main Easement. Consider acceptance of a permanent easement from the Jerry S. Voight Trust for the construction and maintenance of a water main on parcel no. 050-535-000-001-00 to service the Washington Park development in the amount of \$1.00.

COMMUNICATIONS

1. Paula Alexander, Parks & Recreation Board. Letter of Resignation.
2. Owosso Historic District Commission. Minutes of February 17, 2021.
3. Downtown Development Authority. Minutes of March 3, 2021.
4. Owosso Historical Commission. Minutes of March 8, 2021.
5. Owosso Historic District Commission. Minutes of March 12, 2021.
6. Planning Commission. Minutes of March 22, 2021.
7. Waste Water Treatment Plant Review Board. Minutes of March 23, 2021.
8. Parks & Recreation. Minutes of March 24, 2021.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, April 19, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Downtown Development Authority – 2 terms expire June 30, 2021
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2021
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

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

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

The Owosso City Council will conduct an in-person meeting on April 5, 2021. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, April 5, 2021
at 7:30 p.m.**

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

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/86921861458?pwd=ajhjVVZQMEwwZi9lbnBhbnB2pYkRNZz09>

- **Meeting ID: 869 2186 1458**
- **Password: 998934**

- **One tap mobile**
 - +16465588656,,86921861458#,,,,*998934# US (New York)
 - +13017158592,,86921861458#,,,,*998934# US (Washington DC)

- **Dial by your location**
 - +1 646 558 8656 US (New York)
 - +1 301 715 8592 US (Washington DC)
 - +1 312 626 6799 US (Chicago)
 - +1 669 900 9128 US (San Jose)
 - +1 253 215 8782 US (Tacoma)
 - +1 346 248 7799 US (Houston)

- **For video instructions visit:**
 - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
 - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
 - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>

- **Helpful notes for participants:** [Helpful Hints](#)

- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on April 5, 2021 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF MARCH 15, 2021
7:30 P.M.
OWOSSO CITY HALL COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER JEROME C. HABER

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

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Janae L. Fear, Jerome C. Haber, Nicholas L. Pidek, and Robert J. Teich, Jr. (via Zoom).

ABSENT: Councilmember Daniel A. Law.

A moment of silence was held in memory of former City of Owosso Fire Chief John Kenney on the occasion of his passing.

APPROVE AGENDA

Motion by Mayor Pro-Tem Osika to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 1, 2021

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of March 1, 2021 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

Mayor Eveleth said it was great to see everyone in person once again.

CONSENT AGENDA

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

Set Public Hearing – USDA Grant. Set required Public Hearing pursuant to USDA Grant guidelines for Monday, April 5, 2021 to receive citizen comment regarding accepting grant monies towards the purchase of a Police cruiser as follows:

RESOLUTION NO. 40-2021

**SET A PUBLIC HEARING TO HEAR CITIZEN COMMENT ON ACCEPTING
GRANT MONEY FROM THE USDA
FOR THE PURCHASE OF A POLICE CRUISER**

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

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

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

WHEREAS, the City of Owosso is eligible for up to 35% federal assistance in the purchase of a police cruiser with a purchase cap of \$50,000.00. The grant would be capped at \$17,500.00 for the City of Owosso. The remaining funding would be covered by the City of Owosso.

NOW THEREFORE BE IT RESOLVED THAT:

FIRST: a public hearing is set for Monday April 5, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the acceptance of a grant from the USDA for the purchase of one police cruiser.

Recreation Service Agreement – Baseball & Softball Tournaments. Approve proposed recreation service agreement with Ihm Enterprises, LLC for use of Rudy DeMuth Field and Bennet Field for baseball and softball tournaments for a period expiring September 30, 2021 as follows:

RESOLUTION NO. 41-2021

**AUTHORIZING RECREATION SERVICE AGREEMENT
WITH MICHAEL IHM, OF HIT AND PITCH
FOR USE OF BENNETT FIELD AND RUDY DEMUTH FIELD**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, and Hit and Pitch wish to enter into a Recreational Service Agreement for use of Rudy Demuth Field and Bennett Field; and

WHEREAS, the City of Owosso has drafted a Recreational Service Agreement with Hit and Pitch for ball tournaments to be held between April 1, 2021 and September 30, 2021 for:

- Fifteen dollars per team, per tournament
- Hit and Pitch to dispose of any trash generated during the tournaments; 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 enter into a Recreation Services Agreement with Hit and Pitch for a cost

to be paid to the City of Owosso of fifteen dollars per team per tournament.

SECOND: The city manager is instructed and authorized to sign the document substantially in the form attached, Recreation Services Agreement between the City of Owosso, Michigan and Hit and Pitch for the fees and stipulations heretofore identified.

THIRD: The above revenue shall be paid to the General fund, miscellaneous revenue account 101.000.671.694.

Recreation Service Agreement – Softball. Approve the proposed recreation service agreement with Owosso Girls' Softball League LLC for the use of Bennett Field for youth softball for a period expiring December 31, 2026 as follows:

RESOLUTION NO. 42-2021

**AUTHORIZING EXECUTION OF A CONTRACT FOR RECREATION SERVICES
BETWEEN
THE CITY OF OWOSSO, MICHIGAN AND
OWOSSO GIRLS SOFTBALL LEAGUE
FOR THE USE OF BENNETT FIELD**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that recreation opportunities for area youth are important to the community as a whole; and

WHEREAS, the Owosso Girls Softball League has dedicated itself to providing exercise and recreation opportunities for youth in Owosso and the surrounding areas; and

WHEREAS, the city wishes to contribute to recreation opportunities for area youth by allowing the use of Bennett Field for softball league games and events; and

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into an agreement with the Owosso Girls Softball League for recreation services.

SECOND: The Mayor and the City Clerk of the City of Owosso are instructed and authorized to sign the document substantially in the form attached memorializing the use of Bennett Field and the responsibilities of the city and the Owosso Girls Softball League.

Recreation Service Agreement – Baseball. Approve the proposed recreation service agreement with Owosso Youth Baseball for the use of the Rudy Demuth Field for youth baseball for a period expiring December 31, 2026 as follows:

RESOLUTION NO. 43-2021

**AUTHORIZING EXECUTION OF A CONTRACT FOR RECREATION SERVICES
BETWEEN
THE CITY OF OWOSSO, MICHIGAN AND
OWOSSO YOUTH BASEBALL
FOR THE USE OF RUDY DEMUTH FIELD**

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

opportunities for area youth are important to the community as a whole; and

WHEREAS, the Owosso Youth Baseball has dedicated itself to providing exercise and recreation opportunities for youth in Owosso and the surrounding areas; and

WHEREAS, the city wishes to contribute to recreation opportunities for area youth by allowing the use of Rudy DeMuth Field for baseball league games and events; and

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into an agreement with the Owosso Youth Baseball for recreation services.

SECOND: The Mayor and the City Clerk of the City of Owosso are instructed and authorized to sign the document substantially in the form attached memorializing the use of Rudy DeMuth Field and the responsibilities of the city and the Owosso Youth Baseball.

OMS/DDA Revolving Loan Fund Deferrals. Approve a 3-month deferral of the OMS/DDA Revolving Loan Fund Loans for Kleeman Properties and O. Maries, LLC as follows:

RESOLUTION NO. 44-2021

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE 3-MONTH LOAN DEFERMENT TO
KLEEMAN PROPERTIES, LLC. AND
O. MARIES, LLC.**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board.

WHEREAS, on March 1, 2021, City Council approved Owosso Main Street/DDA's (OMS/DDA) recommendation to allow for loan deferments up to 6-months to Revolving Loan Fund loan holders

WHEREAS, a written request have been submitted by Kleeman Properties, LLC. and O. Maries, LLC. explaining their reasoning for their deferment request

WHEREAS, on March 3, 2021, the Board Meeting, OMS/DDA approved a 3-month deferment for each entity.

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

FIRST: The City of Owosso approves the 3-month deferment to Kleeman Properties, LLC and O. Maries, LLC according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

Contract Amendment – 2020 Street Patches Program. Approve Amendment No. 1 to the 2020 Street Patches Program Contract with TJ Smith Sand & Gravel, Inc., performing the same services for the 2021

and 2022 program years at the same unit prices as 2020, up to \$100,000.00 for each year respectively and authorize payment up to the contract amount upon satisfactory completion of said work as follows:

RESOLUTION NO. 45-2021

**AUTHORIZING AMENDMENT NO. 1 TO
A CONTRACT FOR
THE 2020 STREET PATCHES PROGRAM
WITH TJ SMITH SAND & GRAVEL, INC. OF OWOSSO, MICHIGAN
FOR THE 2021 & 2022 STREET PATCHES PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that the temporary street patches in many of the streets in the city need to be permanently repaired with a hot mixed asphalt to prevent water from getting into the sub base of the street, accelerating the deterioration of the street pavement, and that this pavement maintenance is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso desires to extend the contract with TJ Smith Sand & Gravel, Inc. for the 2021 & 2022 Street Patches Program, at the 2020 city council approved unit prices, in an amount not to exceed \$80,000.00 for each year; and

WHEREAS, TJ Smith Sand and Gravel is hereby determined to be qualified to provide such services, and has performed the same type services for the city of Owosso in 2020.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ TJ Smith Sand & Gravel, Inc. for pavement patching as required for the 2021 & 2022 Street Patches Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with TJ Smith Sand & Gravel, Inc. in the amount of \$80,000.00, plus additional restoration and replacement services required as contingency during the calendar year in the amount of \$20,000.00 for a total of \$100,000.00 for each of the years 2021 and 2022 beginning July 1, 2021 thru June 30, 2022.
- THIRD: The accounts payable department is authorized to pay TJ Smith Sand & Gravel, Inc. for work satisfactorily completed on the project up to the initial contract amount of \$80,000.00 plus contingency in the amount of \$20,000.00 for a total of \$100,000.00 for each of the years 2021 and 2022.
- FOURTH: The above expenses shall be paid from the Major and Local Street Maintenance Funds accounts 203-463-818-000 and 202-463-818-000, and Water funds accounts 591-552-181.000-LSLREPLACE and 591-552-181.000-LSL-ID0000.

Purchase Authorization – Monitors & Defibrillator. Authorize the purchase of three Stryker Lifepak 15 Monitors and one Stryker Lifepak CR2 Defibrillator including extended warranty, accessories and supplies utilizing the Savvik Buying Group Cooperative Public Agreement. Total expenditure not to exceed \$104,848.81, due in three annual payments as follows:

RESOLUTION NO. 46-2021

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF THREE STRYKER LIFEPAK 15 MONITORS AND ONE STRYKER
LIFEPAK CRD DEFIBRILLATOR**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a fire department requiring the use of a monitors and defibrillators; and

WHEREAS, the FDA has announced that the current monitors used by the Owosso Fire Department have reached end of life on February 2, 2022; and

WHEREAS, Owosso Fire/EMS staff reviewed several Monitors/Defibrillators, the Stryker Lifepak 15 Monitor/ Defibrillator was chosen as the top performer. Due to Stryker's proven track record, superior technology and durability. Additionally staff evaluated the best pricing options for the purchase of the Stryker Lifepak 15 Monitors/Defibrillators and staff recommends using the Savvik Buying Group Cooperative Public Agreement. This approach is the most advantageous and economical purchasing process for the city. The Stryker Monitor/Defibrillator is also compatible with other medical equipment being used by the Fire Department; and

WHEREAS, The Savvik Contract was identified as a means to provide the City of Owosso with the best pricing for the equipment. This contract was awarded to Stryker as the result of a competitive process led by Eagle County, a political subdivision of the State of Colorado, and administered by Savvik Purchasing Group; and

WHEREAS, Staff is recommending awarding a contract with Stryker for the purchase of three (3) Lifepak 15 Monitor/Defibrillator and one (1) Lifepak CR2 Defibrillator, extended warranty, accessories and supply for a total expenditure not to exceed \$104, 848.81. Stryker provides a three-year 0% financing purchasing plan, the annual payments will be \$34,949.60. The first payment invoice will be mailed after the last item ships. Stryker payment terms is Net 30. Due to their current lead times, the first payment is estimated to be due in June 2021.

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 three (3) Lifepak 15 Monitor/Defibrillator and one (1) Lifepak CR2 Defibrillator with extended warranty, accessories and supply for a total expenditure not to exceed \$104, 848.81.

SECOND: The Mayor and City Clerk are hereby authorized to sign the necessary agreements as attached.

THIRD: The money for this purchase is not currently budgeted for our current budget year. The first payment would have to come from the general fund, with the two subsequent payments being committed to the 2021-2022 and 2022-2023 budget years.

FOURTH: Authorize three yearly payments to Stryker Corp. in the amount of \$34,949.60.

Warrant No. 598. Authorize Warrant No. 598 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions- 4 th of 4 installments for FY 20/21	Various	\$25,306.00

Check Register – February 2021.* Affirm check disbursements totaling \$2,185,615.75 for February 2021.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

ITEMS OF BUSINESS

Capital Asset Capitalization Policy

Motion by Mayor Pro-Tem Osika to approve the following resolution establishing a Capital Asset Capitalization Policy:

RESOLUTION NO. 47-2021

A RESOLUTION TO ESTABLISH A CAPITAL ASSET CAPITALIZATION POLICY

WHEREAS, the City of Owosso holds certain capital assets which include land, buildings, building improvements, vehicles, machinery, equipment, furniture, appliances, works of art, historical treasures and infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending to at least two reporting periods; and

WHEREAS, these assets must be accounted for at historical cost or estimated historical cost and fairly represented in the City of Owosso Annual Financial Report in accordance with current standards as established by the State of Michigan and the Governmental Accounting Standards Board (GASB).

NOW THEREFORE, BE IT RESOLVED, that the City of Owosso hereby adopts the following Capital Asset Capitalization Policy.

FIRST: Capital assets are to be capitalized only if they have estimated useful lives of at least two years following the date of acquisition and

SECOND: Capital assets to be capitalized must have an initial value of \$10,000 or more with the exception of infrastructure, which must have an initial value of \$50,000 or more and

THIRD: Capital assets having values of \$1,000 to \$10,000 are to be controlled at the department level for insurance and inventory reporting purposes.

Value estimates of capital assets required to be reported, but for which no historical documentation is available due to past accounting practices, shall be reviewed by the City Finance Director in accordance with the State of Michigan and GASB requirements.

An inventory of capitalized capital assets is to be kept, annually reconciled and reported in the Annual Financial Report.

Maintenance costs to capital assets are to be treated as an annual operating expense.

Additions, improvements and preservation costs of \$10,000 or more to individual capital assets are to be

capitalized with the exception of infrastructure, which will be \$50,000 or more.

Depreciation shall be computed using the straight-line method over the estimated useful life of the capital asset. In recognition of record keeping constraints which include manpower and computer software limitations, assets are to be depreciated during their initial year of ownership based on half year regardless of date purchased.

The following table identifying classes of capital assets, their expected useful lives in years and expected salvage values is to be used for depreciation and scheduling of asset replacement purposes. All assets purchased prior to the implementation of this policy shall continue to depreciate according to past practices.

Classification Description	Expected Useful Lives (years)	Salvage Value (percent)
Land		
Land	N/A	100
Land Improvements		
Landscaping	10	0
Outdoor Lighting	20	0
Parking Lots and Streets		
Asphalt	20	0
Concrete	35	0
Park Equipment	20	0
Signs - Decorative	20	0
Buildings		
Brick & Mortar or Frame Construction	50	20
Pole Barns	20	20
Building Components & Improvements		
Electrical/Plumbing	20	0
Elevators	40	0
Floor Covering Replacement		
Carpet	10	0
Tile	20	0
Heating and Cooling	20	0
Interior Construction	20	0
Interior Renovation (including ceilings)	20	0
Roofing	20	0
Security Systems	10	0
Sprinkler/Fire Suppression Systems	25	0
Furniture & Equipment		
Appliances	10	0
Audio Visual Equipment	7	0
Business Machines (facsimile & copier)	5	0
Office Furniture	20	0
Communication (radio & telephone systems)	10	0
Computer Hardware	5	0
Computer Software - Administrative	5	0
Fire Equipment	10	0
Motorized Tools (mowers, compressors)	10	0
Water & Sewer Meters, Pumps, etc.	20	0
Police Equipment (radar, video)	7	0

Infrastructure

Water mains, sewers, water tower, hydrants	50	0
Wells	25	0

Vehicles (Useful life may be at Public Service Director’s discretion)

Passenger Cars	5	10
Vans, Pickups, Ambulances	10	10
Large Road Licenses Vehicles	20	10
Large Pickups	15	10
Police Vehicles	4	10
Fire Trucks	25	10

Existing capital assets less than the \$10,000 threshold shall be removed from the capital asset schedule when fully depreciated.

Capital assets originally valued at \$10,000 or more which are fully depreciated shall continue to be held on the capital asset schedule until they are sold or otherwise retired.

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES:

NAYS:

Debt Policy

Motion by Councilmember Teich to approve the City Debt Policy as follows:

CITY OF OWOSSO DEBT MANAGEMENT POLICY

Purpose

The purpose for this Debt Management Policy for the city of Owosso is to assist in the prudent administration of any debt which might be required. In addition, the adoption of this policy will provide for a common understanding between elected officials and staff regarding debt financing. Another benefit of following this Debt Management Policy will be the establishment and maintenance of a credit rating beneficial to the city of Owosso. Finally, the Debt Management Policy will help to facilitate sound Capital Budgeting and Capital Expenditure procedures.

Debt Limits

General Obligation Debt - There are two types of general obligation debt, limited tax general obligation debt and unlimited tax general obligation debt. Limited tax general obligation debt pledges the full faith and credit of the taxing power of the city of Owosso within the existing tax rate limits. Unlimited tax general obligation debt pledges the full faith and credit of the taxing power of the city of Owosso beyond the existing tax rate limits provided the voters have given their approval. General obligation debt is normally limited to ten percent of State Equalized Value.

See the State Constitution, the Revised Municipal Finance Act (Act 34 of 2001; MCLA 141.2101 to 141.2821) and the Revenue Bond Act (Act 94 of 1933; MCLA 141.101 to 141.140).

Revenue Bonds - Revenue Bonds will be considered when there is a definable revenue source which could be used to pay the debt. Revenue Bonds normally must meet certain bond covenants stipulated by

the lender. Certain debt ratios such as pledged revenues to debt service may also be required to be reported.

See the Revenue Bond Act (Act 94 of 1933; MCLA 141.101 to 141.140).

The city of Owosso shall limit total debt payments (principal and interest) as follows:

Total debt service to be funded from the General Fund shall not exceed 30 percent of overall general fund revenues.

Debt Issuance Practices

Bonds will be sold on a competitive basis unless it is in the best interest of the city of Owosso to conduct a negotiated sale or private placement. Negotiated sales and private placements may occur when selling bonds for a defeasance of existing debt, for current or advanced refunding of debt, to save on issuance costs of a smaller debt issue, or for other appropriate reasons.

The City of Owosso will engage bond council to assist in the issuance of debt.

The city of Owosso will engage a financial advisor and obtain a rating from at least one nationally recognized rating agency when issuing debt in a competitive sale.

Debt Issued to Fund Capital Projects – The maximum term of the debt issued to fund capital projects shall not exceed the useful life of the asset.

Debt Issued to Refund Existing Debt - In order to refund a bond issue, the city of Owosso shall analyze savings.

Debt Issued to Finance Development – The city of Owosso may consider issuing debt to finance development. When the source of funds to repay this debt is tax and assessment revenue or connection fees derived from that development, the city of Owosso shall analyze pledged assessments, future water and sewer connection fees, developer investments and property owners' repayments.

Debt Management Practices

The city of Owosso will invest debt proceeds separately from other city of Owosso funds.

The city of Owosso shall comply with all continuing disclosure requirements if debt proceeds are obtained by competitive sale. The Finance Director shall be responsible for completing the continuing disclosure requirement.

The continuing disclosure requirements are often documented in Bond Official Statements and are required by Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended. The continuing disclosure requirements are of both a financial and operational nature and are provided to the Municipal Securities Rulemaking Board (MSRB) through the Electronic Municipal Market Access District (EMMA). The deadline for filing the continuing disclosure requirement is on or before the 6th month after the end of the fiscal year. However, certain significant negative events may cause the entity to have to provide information to the MSRB within 10 days of the event.

The city of Owosso shall report to the Michigan Department of Treasury within 15 business days of completing the issuance of any security. The Finance Director shall be responsible for completing the report.

Required by Public Act 470 of 2002.

The city of Owosso shall monitor its non-arbitrage and tax compliance. The Finance Director shall be responsible for reviewing its non-arbitrage and tax compliance.

There are restrictions on how bond proceeds can be used and invested. These restrictions are examined by the entity's bond council at issuance and must be reexamined if changes occur in the timing, scope, or use of the bond proceeds. Some changes that must be considered are delays in the spending of bond proceeds, rising interest rates, and repurposing of the assets purchased or constructed with the bond proceeds.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

Recreation Passport Grant Acceptance – Grove Holman Park

City Manager Nathan R. Henne briefly detailed the grant saying the City was being awarded a \$150,000 grant to repurpose the old pool house at Grove Holman Park. The grant requires a \$50,000 match from the City.

Motion by Mayor Pro-Tem Osika authorizing the following resolution accepting a Recreation Passport Grant to fund renovation of the vacant building at Grove Holman Park:

RESOLUTION NO. 48-2021

ACCEPTING A DEPARTMENT OF NATURAL RESOURCES RECREATION PASSPORT GRANT FOR THE GROVE HOLMAN POOL BUILDING RENOVATION PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that park and recreation facilities are important to the community as a whole; and

WHEREAS, the City of Owosso, Parks and Recreation Commission has applied and been selected for funding for a one hundred fifty-thousand (\$150,000.00) DNR Recreation Passport Grant through the State of Michigan, Department of Natural Resources to renovate the vacant building at Grove Holman Park; and

WHEREAS, renovation of the vacant building at Grove Holman Park will allow for the City of Owosso, Parks and Recreation Department to offer a warming and concessions area to residents utilizing the park's amenities.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that the City of Owosso does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Owosso does hereby specifically agree, but not by way of limitation, as follows:

FIRST: The City of Owosso does hereby agree to appropriate all funds necessary to complete the project during the project period and to provide fifty thousand (\$50,000.00) dollars to match the grant:

- SECOND: The City of Owosso does hereby agree to maintain satisfactory financial accounts, documents, and records to make them available for auditing at reasonable times.
- THIRD: The City of Owosso commits to construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
- FOURTH: The City of Owosso shall regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
- FIFTH: The City of Owosso shall comply with all terms of said Agreement including all terms not specifically outlined in the foregoing portions of this Resolution.
- SIXTH: The Mayor and City Clerk are authorized to sign the grant agreement as attached.
- SEVENTH: Payment shall be made from the Parks millage.

Motion supported by Councilmember Fear.

Roll Call Vote.

- AYES: Councilmembers Fear, Teich, Haber, Mayor Pro-Tem Osika, Councilmember Pidek, and Mayor Eveleth.
- NAYS: None.
- ABSENT: Councilmember Law.

Safe Routes to School Grant Application

City Manager Henne indicated the application was for a \$600,000 grant to improve infrastructure on the routes to and from schools. The grant has a \$70,000 match and will be applied for by both the City and the Schools.

Councilmember Pidek asked if there would be an educational effort conducted in conjunction with the work that would be accomplished by the grant. Assistant to the City Manager Amy K. Fuller noted that the Schools would be responsible for the education and encouragement part of the project and they have committed to doing a program of some sort.

Councilmember Pidek further asked how the City would know the grant project was successful. It was noted that the reporting requirements for the grant would not be known until the grant is awarded in November. Tonight's action is simply to submit the application.

Motion by Mayor Pro-Tem Osika to approve the following resolution authorizing application submission for a Safe Routes to School Grant administered by Michigan Department of Transportation (MDOT):

RESOLUTION NO. 49-2021

SEEKING A SAFE ROUTES TO SCHOOL GRANT THROUGH THE SAFE ROUTES TO SCHOOL PROGRAM

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that building infrastructure to enable and encourage children to safely walk and bike to school are important to the community as a whole; and

WHEREAS, the City of Owosso, in partnership with Owosso Public Schools, is applying for funds through

MDOT from the Safe Routes to School program to begin the 2021 Owosso Safe Routes to School Project, to construct certain infrastructure projects throughout the City, including new sidewalks, safer intersections and increased ADA accessibility at road crossings, to enable and encourage children to safely walk and bike to school; and

WHEREAS, the Safe Routes to School program, a federally funded program administered in Michigan by the Michigan Department of Transportation (MDOT) requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

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

FIRST: The City of Owosso has authorized the City Manager, to act as agent on behalf of the City to request Safe Routes to School funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

SECOND: The City attests to the existence of, and commits to, the funds necessary to carry out the project, including engineering for design and construction, permit fees, administration costs, cost overruns and any non-participating items.

THIRD: The City commits to owning/operating the facility constructed with SRTS funding and funding/implementing a maintenance plan/program in perpetuity or causing operations and maintenance to occur.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

Capital Improvement Plan*

City Manager Henne reminded Council that the CIP is a planning document, not a budget document.

Councilmember Pidek asked if staff would include the statistics for one more previous year to give a better idea as to how much of the CIP had actually been achieved.

Motion by Councilmember Pidek authorizing the following resolution approving 2021-2027 Capital Improvement Plan as adopted and recommended by the Planning Commission:

RESOLUTION NO. 50-2021

RESOLUTION APPROVING THE SIX-YEAR CAPITAL IMPROVEMENT PLAN FOR 2021-27

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission has recommended council approval of the 2021 to 2027 6-year capital improvement plan; and

WHEREAS, the City of Owosso is required by the MEDC Redevelopment Ready Communities program to approve a six-year CIP annually; and

WHEREAS, the six-year CIP is a valuable resource to plan projects and expenses city-wide.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve the 2021 to 2027 Capital Improvement Plan as recommended by the Owosso Planning Commission.

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

Act 51 Street Addition

City Manager Henne indicated the following resolution rectifies an omission to the list of streets for which the City receives Act 51 funding.

Motion by Councilmember Pidek authorizing the addition of the Chipman Lane Right-of-Way within the City street system for the purpose of obtaining funds under Act 51, P.A. 1951 as follows:

RESOLUTION NO. 51-2021

AUTHORIZING THE ADDITION OF CHIPMAN LANE RIGHT-OF-WAY WITHIN THE CITY STREET SYSTEM FOR THE PURPOSE OF OBTAINING FUNDS UNDER ACT 51, P.A. 1951.

WHEREAS, the city of Owosso, Shiawassee County, Michigan, did on November 16, 1998 acquire title to Chipman Lane. And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

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

FIRST: That the center line of said street is described as:

Part of the South ½ of the Southwest ¼ of Section 12, T7N, R2E, described as Commencing at the Southwest corner of said Section 12; thence N 00°00'22" W 318.03 feet, along the West line of said Section 12, to the Point of Beginning; thence along said Centerline S 89°59'42" E, 67.45 feet to the PC of a 300.00 foot radius curve to the right; thence Southeasterly 120.15 feet along the arc of said curb (LC= S 78°31'16" E, 119.35') to the PT of said curve; thence S 67°02'51" E, 23.53 feet to the PC of a 510.00 foot radius curve to the left: thence Southeasterly 315.05 feet along the arc of said curve (LC= S 84°44'41" E, 310.07') to the PT of said curve; thence N 77°33'29" E, 8.37 feet to the PC of a 100.00 foot radius curve to the right; thence Southeasterly 92.97 feet along the arc of said curve (LC= S 75°48'29" E, 89.66') to the PT of said curve, thence S 49°10'27" E, 5.63 feet to the PC of a 255.40 foot radius curve to the left; thence Northeasterly 376.99

feet along the arc of said curve (LC= N 88°32'22" E, 343.68') to the PT of said curve; thence N 46°15,12" E, 0.08 feet to the PC of a 153.00 foot radius curve to the right; thence Southeasterly 260.43 feet along the arc of said curve (LC= S 84°59'02" E, 230.11') to the PT of said curve; thence S 36°13'16" E, 0.41 feet to the PC of a 178.00 foot radius curve to the left; thence Northeasterly 379.86 feet along the arc of said curve (LC= N 82°38'36" E, 311.77') to the PT of said curve; thence N 21°30'28" E, 80.20 feet to the PC of a 75.00 foot radius curve to the left; thence Northeasterly 44.08 feet along the arc of said curve (LC= N 04°40'07" E, 43.45') to the PT of said curve; thence N 12°10'14" W, 56.58 feet to the Point of Ending;

SECOND: That said street is located within a City right-of-way and is under the control of the City of Owosso;

THIRD: That said street is a public street and is for public street purposes; and

FOURTH: That said street is accepted into the City Local Street System and was open to the public on November 16, 1998.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

Set 5th Monday Meeting

Mayor Eveleth indicated he would still like to hold a strategic planning session.

Councilmember Pidek asked for that Aclara send written information prior to their presentation so that Council can ask informed questions.

Mayor Eveleth asked if there was any interest in holding the meeting earlier in the evening. No one expressed an interest.

Motion by Councilmember Pidek to approve setting a 5th Monday meeting for Monday, March 29, 2021 at 7:30 p.m. for a presentation on the ACE Portal.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Law.

COMMUNICATIONS

Cheryl A. Grice, Finance Director. Revenue and Expenditure Report, February 2021.
N. Bradley Hissong, Building Official. February 2021 Building Department Report.
N. Bradley Hissong Building Official. February 2021 Code Violations Report.
N. Bradley Hissong, Building Official. February 2021 Certificates Issued Report.
N. Bradley Hissong, Building Official. February 2021 Inspections Report.
Kevin D. Lenkart, Public Safety Director. February 2021 Police Report.
Kevin D. Lenkart, Public Safety Director. February 2021 Fire/EMS Report.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, mentioned several things that peaked his interest as of late. He also encouraged everyone to continue to be very careful about the Corona virus.

Councilmember Haber noted that all employees of the City, except DPW employees, had received a bonus for working during the pandemic. He wondered if Council would be interested in awarding them an extra \$1,000.00 each. There was discussion regarding the suggestion including where the money would come from. Council agreed to place an item on the next agenda to consider the suggestion.

NEXT MEETING

Monday, April 05, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Downtown Development Authority – 2 terms expire June 30, 2021
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2021
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 8:06 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

*Due to their length, text of marked items is not included in the minutes. Full text of these documents is on file in the Clerk's Office.

**CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES OF MARCH 29, 2021
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

PLEDGE OF ALLEGIANCE: MAYOR CHRISTOPHER T. EVELETH

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

ABSENT: Mayor Pro-Tem Susan J. Osika and Councilmember Robert J. Teich, Jr.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

There were no Council comments.

PRESENTATION

ACE Portal Presentation

Aclara Technologies, LLC representatives Cathy Holloway and Caryn Denny joined the meeting via Zoom to give a presentation on the ACE Portal, a product that provides residents with the opportunity to monitor their water usage throughout the billing cycle as well as view their historical usage. Customers can set notifications to alert them when there is a potential leak or water usage has gone over a certain amount. Water account holders will be able to sign up for the free service after the next water billing, which will contain instructions on how to create an account. City staff will be available to assist customers in setting up their accounts if necessary.

Mayor Eveleth inquired if the City would be changing its payment provider when the portal goes live. City Manager Nathan R. Henne indicated the City did not have plans to change the provider at this time. Mayor Eveleth and Councilmember Law expressed an interest in doing so because they felt the current provider's fees are too high.

Councilmember Pidek had several questions including what cybersecurity measures would be taken to prevent hacking. It was noted the question would have to be passed along to the technical staff that works directly with the water meters, and the Aclara reps agreed to do so.

NEXT MEETING

Monday, April 05, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2026
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Downtown Development Authority – 2 terms expire June 30, 2021
Owosso Historical Commission – 2 terms expire December 31, 2021

Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2021
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:00 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: March 30, 2021
TO: Owosso City Council
FROM: Kevin Lenkart
Public Safety Chief
RE: USDA Grant Public Hearing

Conduct a public hearing to receive public comment on applying for grant money from the USDA for a portion of the cost of purchasing a new police vehicle for the Owosso Police Department.

The City of Owosso is eligible for up to 35% federal assistance in the purchase of a police cruiser with a purchase cap of \$50,000.00. The grant would be capped at \$17,500.00 for the City of Owosso. The remaining funding would be covered by the City of Owosso.

RESOLUTION NO.

**PUBLIC HEARING TO RECEIVE CITIZEN COMMENT ON APPLYING FOR GRANT MONEY FROM
THE USDA
FOR THE PURCHASE OF A NEW POLICE VEHICLE**

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

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

WHEREAS, the City of Owosso is eligible for up to 35% federal assistance in the purchase of a police cruiser with a purchase cap of \$50,000.00. The grant would be capped at \$17,500.00 for the City of Owosso. The remaining funding would be covered by the City of Owosso; and

WHEREAS, a public hearing was held on this application on Monday, April 5, 2021 in which no comments were received / all interested parties were heard.

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

FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to authorize city staff to submit the completed application for grant funding toward the purchase of a new police vehicle to the USDA.

SECOND: the City further commits to the terms of the grant as noted above.



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

MEMORANDUM

DATE: March 24, 2021

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order #1442

The following was sent to Council January 4, 2021:

Niche Bar & Lounge proposes to close four (4) parking spaces directly in front of 112 N. Washington St. The space will be used for outdoor/shanty seating for patrons to comply with restrictions due to Covid.

The Public Safety Department has issued Traffic Control Order No# 1442 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

Niche Bar & Lounge would now like to extend TCO # 1442 from March 29, 2021 through April 30, 2021.

CITY OF OWOSSO
TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1442.1 Amended	3/24/21	2:30 pm

REQUESTED BY
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL
Closure of four (4) parking spots in front of 112 N. Washington St.

LOCATION OF CONTROL
Four (4) parking spots directly in front of 112 N. Washington St.

Due to Covid restrictions, Niche Bar & Lounge would like to use parking spaces for outdoor/shanty seating for patrons. The requested dates are Jan 5, 2021 to ~~March 1, 2021~~.

Niche Bar and Grill would like to extend this TCO until April 30, 2021.

APPROVED BY COUNCIL
_____, 20____

REMARKS



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

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

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

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

Name of individual or group: _____ Date: _____

Primary Contact Person

Name: _____

Title: _____

Address: _____

Phone: _____

Requested Date(s): _____ Requested Hours: _____

Area Requested (Parking Lot - Parade Route): _____

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

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

.....
Do Not Write Below This Line - For Officials Use Only

Approved Not Approved Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER License # 958967 Johnston Lewis Associates, Inc. 575 E. Maple Road Troy, MI 48083	CONTACT NAME: PHONE (A/C, No, Ext): (248) 528-2400 FAX (A/C, No): (248) 528-2414 E-MAIL ADDRESS: service@jlains.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Craft Pub of Owosso, LLC. 12224 19 Mile Rd Sterling Heights, MI 48313	INSURER A: Conifer Insurance Company NAIC # 29734	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		CICP020687	2/28/2019		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			CILL018212	2/28/2019		Each Occu \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Owosso is named as additional insured with respects to the General Liability for the outdoor seating

CERTIFICATE HOLDER City of Owosso 301 W. Main St. Owosso, MI 48867	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

GENERAL RELEASE AND INDEMNIFICATION

This General Release ("Release") is made on the 5th day of January, 2021 between Craft Pub of Owosso, LLC. at 112 North Washington Street, Owosso, Michigan 48867 ("Releasor") and City of Owosso and Owosso Downtown Development Authority, at 301 West. Main Street, Owosso, Michigan 48867 ("Releasee").

1. Releasor and anyone claiming on Releasor's behalf releases and forever discharges Releasee and its affiliates, successors, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties arising out of or relating to: Traffic Control Order No.: 1442: The parking space closure associated with outdoor seating. ("Claims").

2. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.

3. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Michigan.

4. Releasor (the Indemnifying Party) shall indemnify, hold harmless, and defend the Releasee and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the Indemnified Party) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees (collectively, Losses), relating to, arising out of, or resulting from any claim (whether or not a third-party claim) in connection with the performance of its obligations under this Agreement which relates to Traffic Control Order No.: 1442: The parking space closure associated with outdoor seating.

5. Releasor shall maintain, at all times during the life of Traffic Control Order No.: 1442, insurance coverage applicable to the activity relating thereto and further naming the Releasee as an

additional insured in an amount not less than \$500,000.00 combined single limit. Upon the Releasee's request, Releasor shall, within 48 hours, furnish current proof of insurance to Releasee's office at 301 West Main Street Owosso, Michigan.

6. Both parties irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state of Michigan sitting in Shiawassee County and any applicable Michigan appellate court. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7. Releasor represents that it has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement and Traffic Control Order No.: 1442.

8. Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release.

DATED: January 12, 2021

RELEASOR: Craft Pub of Owosso,

BY: [Signature]

ITS: President, Craft Pub

DATED: January 12, 2021

RELEASEE: City of Owosso,

BY: [Signature]

ITS: Mayor

DATED: January 12, 2021

RELEASEE: Owosso Downtown
Development Authority

BY: [Signature]

ITS: BOARD CHAIR



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

MEMORANDUM

DATE: March 30, 2021
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1444

Tracey Peltier, Executive Director, is requesting street closures for the Downtown Owosso Farmer's Market.

LOCATION:

Exchange Street from Water Street to Washington Street
Water Street from Exchange Street to Mason Street
Ball Street from Main Street to Mason Street

DATE/TIME:

5/1/21 to 10/30/21
7:00 am – 2:00 pm

INSURANCE:

The Public Safety Department has issued Traffic Control Order No. 1444 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1444	3/30/21	8:30 am

REQUESTED BY
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL
Street closures

LOCATION OF CONTROL
Exchange Street from Water Street to Washington Street
Water Street from Exchange Street to Mason Street
Ball Street from Main Street to Mason Street

EVENT:

Downtown Owosso Farmer’s Market

May 1, 2021 to October 30, 2021
7:00 am – 2:00 pm

APPROVED BY COUNCIL

_____, 20____

REMARKS



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

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

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

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

Name of individual or group: Downtown Owosso Farmers Market Date: 3/5/21

Primary Contact Person
Name: Tracey Peltier

Title: Executive Director

Address: 215 N. Water (Armory)

Owosso, MI 48867

Phone: 989-413-3728

Requested Date(s): 5/1/21 through 10/30/21 Requested Hours: 7am-2pm

Area Requested (Parking Lot - Parade Route): Exchange St. from Water St. to Washington St.

Water St. from Exchange to Mason; & Ball Street from Main St. to Mason St.

Detailed description of the use for which the request is made: Every Saturday from May 1 to October 30
these streets will be used for the annual Downtown Owosso Farmers Market.

Attach copies of any rules or policies applicable to persons participating in the event.

Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.

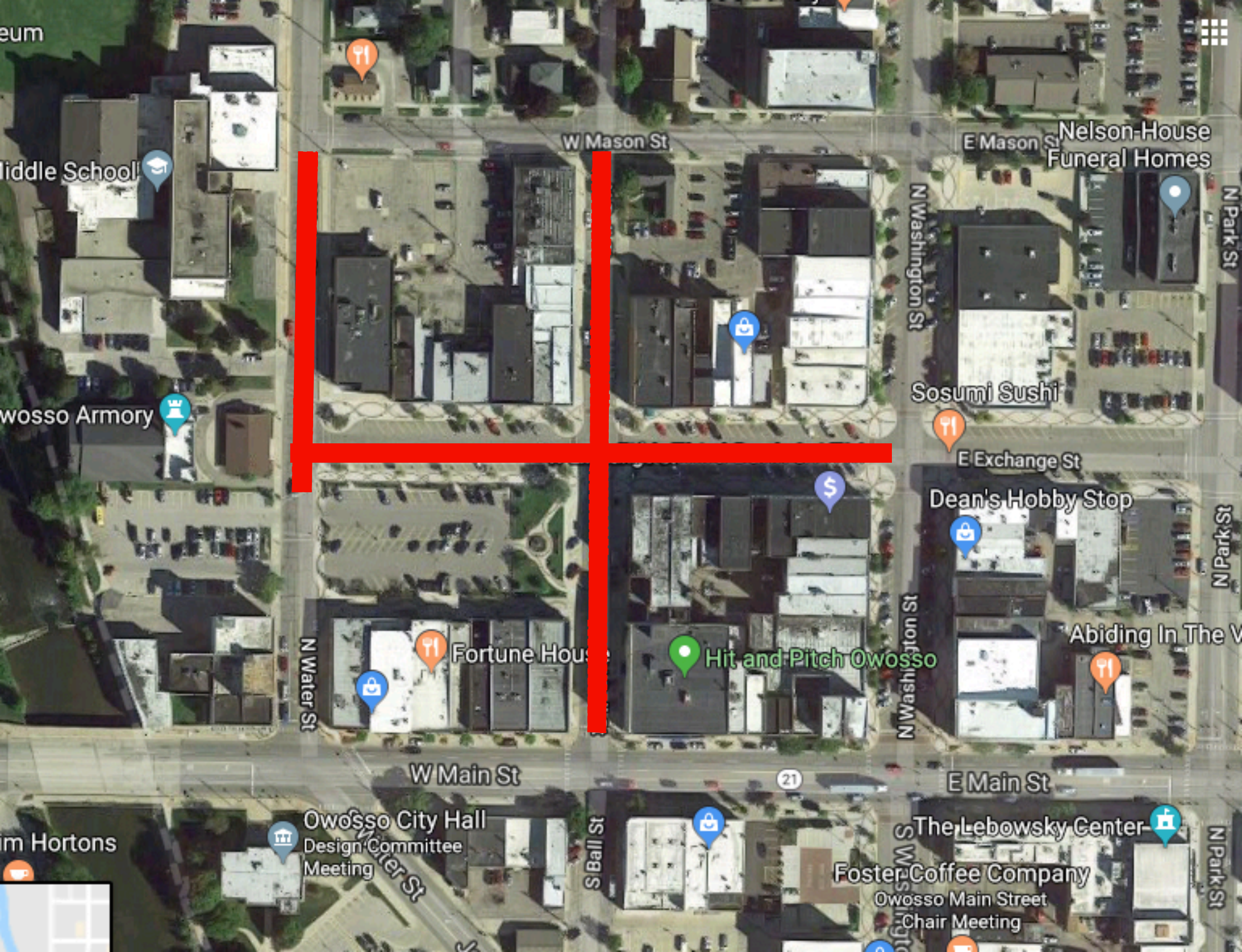
or

The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

.....
Do Not Write Below This Line - For Officials Use Only

Approved Not Approved Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson



um

Middle School

Owosso Armory

Home Hortons

Owosso City Hall
Design Committee Meeting

W Mason St

E Mason St

W Main St

E Main St

Nelson-House
Funeral Homes

Fortune House

Hit and Pitch Owosso

Sosumi Sushi

Dean's Hobby Stop

Abiding In The V

The Lebowsky Center
Foster Coffee Company
Owosso Main Street
Chair Meeting

N Water St

N Washington St

S Ball St

N Park St

N Park St

N Park St

21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Great Lakes State Agency 1969 Cedar St Holt MI 48842	CONTACT NAME: Leah Henrys	
	PHONE (A/C, No, Ext): 517 699 0467 FAX (A/C, No): 517 699 5473 E-MAIL ADDRESS: leah@greatlsa.com	
INSURED Downtown Owosso Farmers Market 1888 Ketegawn Owosso MI 48867	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance	24082
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 20180416135742758 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	CP9523195	05/05/2020	05/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Owosso 301 W Main St Owosso MI 48867 amy.kirkland@ci.owosso.mi.us	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MEMORANDUM

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

DATE: March 29, 2021
TO: City Council
FROM: Glenn M. Chinavare, Director of Public Services & Utilities
SUBJECT: Emergency Replacement/s - Clarifier Sludge Pumps at Water Treatment Facility

RECOMMENDATION:

Approval of emergency purchase from Systems Specialties of Bloomfield Hills, Michigan to replace four (4) Rotork valves and one (1) Rotork valve actuator in the amount of \$11,753.00.

BACKGROUND:

During recent troubleshooting and cleaning of clarifier sludge discharge piping, several internal operating valves (five in total) were discovered to be stuck in a partially closed position and/or inoperable for closing and isolation. The actuator to be replaced is attached to a fifth operating valve. Inability to operate these valves for maintenance purposes results in shutting down treatment processes, which is not a recommended practice for efficient operations. Existing valves are at least 20 years old.

Systems Specialties is the regional supplier and manufacturer's representative for the Rotork original replacement equipment. Waiver of the competitive solicitation process per the city purchasing policy is requested due to the necessity and urgency for this specialized equipment.

FISCAL IMPACTS:

Services will be funded from the FY2020-2021 Water Fund Account 591-553-833.000 in the amount of \$11,753.00 plus shipping and handling charges.

Document originated by: Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution
(2) Systems Specialties quote

RESOLUTION NO.

**AUTHORIZING EMERGENCY PURCHASE OF ROTORK ISOLATION VALVES AND ACTUATOR
FROM SYSTEMS SPECIALTIES COMPANY OF BLOOMFIELD HILLS, MICHIGAN
FOR USE AT THE WATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to maintain a constant supply of water to its city and regional customers in accordance with state and federal regulatory requirements, and

WHEREAS, the ability to pump and discharge water treatment sediments and sludge to waste lagoons is necessary to maintain water treatment process operations, and

WHEREAS, sediment and sludge generated from clarifier treatment process requires the necessary valves and valve actuators to isolate and discharge wasted sediments and sludge to lagoons, and

WHEREAS, the City Director of Public Services and Utilities has reviewed the necessity for the purchase and replacement of four (4) Rotork isolation valves and one (1) valve actuator, to restore proper sludge waste discharging, and recommends authorizing Systems Specialties to provide original equipment replacement equipment in the amount of \$11,753.00.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a purchased agreement with Systems Specialties of Bloomfield, Michigan for a replacement of four (4) Rotork isolation valves and one (1) valve actuator, and to waive the competitive solicitation process as normally required by the city purchasing policy.
- SECOND: The accounts payable department is authorized to submit payment to Systems Specialties Company in the amount not to exceed \$11,753.00, plus shipping and handling charges.
- THIRD: The above expenses shall be paid from account no. 591-553-833.000.



390 Enterprise Ct. Ste 200 Bloomfield Hills, MI 48302 www.sysspec.com Phone 800-686-9341 or 248-332-0099 Fax 248-849-0222

March 19, 2021

Quote #: SK031921SK-1

Chase Peiffer
City of Owosso WTP
1111 Allendale Road
Owosso, MI 48867
Phone: 989-725-0560
Email: benjamin.peiffer@ci.owosso.mi.us

Reference: Rotork Actuator Replacement / Valves

Chase,
Systems Specialties is pleased to offer this firm quotation for the following Rotork/Valmatic products.

Quantity 1	GP-085S-280A/C1D	\$ 4,969 / each
	Rotork GP Range Pneumatic Actuator <ul style="list-style-type: none">• Replaces P250-10-SR• Fails closed• Enclosed weatherproof actuator mechanism IP66/67M• Scotch yoke mechanism• Totally enclosed spring container• Pneumatic cylinder, electro-less nickel-plated to reduce surface roughness and provide minimum friction and maximum protection against corrosion• Piston with dynamic floating O ring seals• Mechanical end stoppers to ensure accurate angular stroke adjustment (standard execution 90° +/-5°)• Visual position indicator showing actuator /valve full stroke• Includes mounting kit / adaption to valve	
Quantity 2	Valmatic 6" Grooved End Plug Valve	\$ 1,796 / each
	6" Plug Valve <ul style="list-style-type: none">• For manual operation with gear-operated handwheel	
Quantity 2	Valmatic 6" Grooved End Plug Valve	\$ 1,596 / each
	6" Plug Valve <ul style="list-style-type: none">• For use with actuator	

The prices in this quotation are good for thirty days.

Delivery: ~14 Weeks / ARO
Terms: Net 30 days (Standard)
Freight: FOB shipping point / Add shipping charges to invoice

We are best known by the quality of the products we represent and the service we render these quality products.

SHOULD WE BE FAVORED WITH AN ORDER
PLEASE MAKE YOUR PURCHASE ORDER OUT TO:

Systems Specialties Company
390 Enterprise Court
Bloomfield Hills, MI 48302
Fax: 248.849.0222

We appreciate the opportunity to review our quotation with you in detail and should you have additional questions please do not hesitate to call.

Sincerely,

Scott Kelley

skelley@syspec.com
734-755-0987

We are best known by the quality of the products we represent and the service we render these quality products.



MEMORANDUM

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

DATE: March 28, 2021
TO: Owosso City Council
FROM: Glenn Chinavare, Director of Public Services & Utilities
SUBJECT: 2021 Chip Seal Project – Contract 1

RECOMMENDATION:

Approval of the low responsive bid from Highway Maintenance and Construction Company (Romulus, MI) for the 2021 Street Maintenance Chip Seal Program – Contract 1 in the amount of \$147,026.20.

BACKGROUND:

On March 9, 2021, the city received bids for its 2021 Chip Seal Project – Contract 1. This work is necessary to improve the street wearing surface and to preserve the structural integrity of various streets, in accordance with best pavement management program practices. Three contractor bids were received, with Highway Maintenance and Construction Company confirmed as the low responsible bidder.

Chip Seal services for contract No. 1 shall commence on or about (not earlier than) May 17, 2021 and be completed on or about June 30, 2021

FISCAL IMPACTS:

The project is funded by the City's Major and Local Street Maintenance Account Nos. 202-463-818.000 and 203-463-818.000, in the amount of \$147,026.20. Contingency funding in the amount of \$8,000.00 for additional work with prior written authorization by staff is also requested where needed.

ATTACHMENTS:

- (1) Resolution, 2021 Chip Seal Project – Contract 1
- (2) Bid Tabulation 2021 Chip Seal Project – Contract 1
- (3) 2021 Chip Seal Project – Contract 1 Map

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY FOR
THE 2021 CHIP SEAL PROGRAM – CONTRACT 1**

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

WHEREAS, the city has sufficient funds to perform said improvements from its major and local street maintenance funds to facilitate undertaking of the project; and

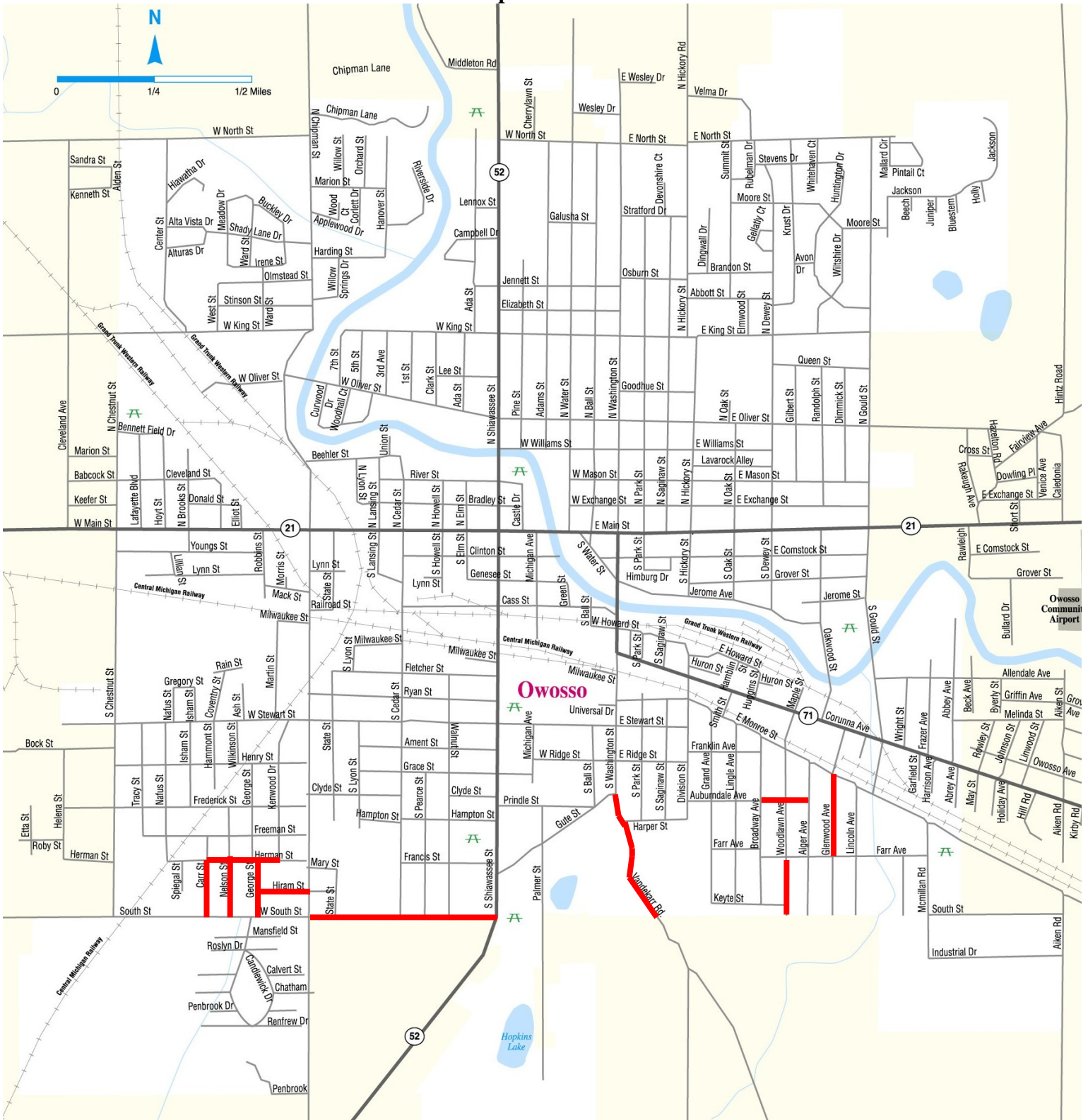
WHEREAS, the city of Owosso sought bids for the 2021 Chip Seal Project – Contract 1, and a bid was received from Highway Maintenance and Construction Company and it is hereby determined that Highway Maintenance and Construction Company is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Highway Maintenance and Construction Company for the 2021 Chip Seal Project – Contract 1.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document Attachment (2), as contract for services between the city of Owosso, Michigan and Highway Maintenance and Construction Company.
- THIRD: The accounts payable department is authorized to pay Highway Maintenance and Construction Company for work satisfactorily completed on the project up to the Contract amount of \$147,026.20, plus contingency in the amount of \$8,000.00 for a total of \$155,026.20.
- FOURTH: The above expenses shall be paid from the major and local street maintenance account nos. 202-463-818.000 and 203-463-818.000.

CITY OF OWOSSO 2021 CHIP SEAL PROJECT – CONTRACT 1

 **Chip Seal Streets**





MEMORANDUM

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

DATE: March 28, 2021
TO: Owosso City Council
FROM: Glenn Chinavare, Director of Public Services & Utilities
SUBJECT: 2021 Chip Seal Program – Contract 2

RECOMMENDATION:

Approval of the low responsive bid from Highway Maintenance and Construction Company (Romulus, MI) for the 2021 Chip Seal Project – Contract 2 in the amount of \$151,006.00,

BACKGROUND:

On March 23, 2021, the city received bids for its 2021 Chip Seal Project – Contract 2. This work is necessary to improve the street wearing surface and to preserve the structural integrity of various streets, in accordance with best pavement management program practices. Three contractor bids were received, with Highway Maintenance and Construction Company confirmed as the low responsible bidder.

Chip Seal services for contract No. 2 will commence not earlier than July 6, 2021 and be completed on or about September 10, 2021.

FISCAL IMPACTS:

The project is funded by the City's Major and Local Street Maintenance Account Nos. 202-463-818.000 and 203-463-818.000, in the amount of \$151,006.00. Contingency funds in the amount of \$10,000.00 for additional work with prior written authorization by staff, is also requested where needed.

ATTACHMENTS:

- (1) Resolution, 2021 Chip Seal Project – Contract 2
- (2) Bid Tabulation 2021 Chip Seal Project – Contract 2
- (3) 2021 Chip Seal Project – Contract 2 Map

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY FOR
THE 2021 CHIP SEAL PROGRAM – CONTRACT 2**

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

WHEREAS, the city has sufficient funds to perform said improvements from its major and local street maintenance funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the 2021 Chip Seal Project – Contract 2, and a bid was received from Highway Maintenance and Construction Company and it is hereby determined that Highway Maintenance and Construction Company is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Highway Maintenance and Construction Company for the 2021 Chip Seal Project – Contract 2.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document Attachment (2) as contract for services between the city of Owosso, Michigan and Highway Maintenance and Construction Company.
- THIRD: The accounts payable department is authorized to pay Highway Maintenance and Construction Company for work satisfactorily completed on the project up to the Contract amount of \$151,006.00, plus contingency in the amount of \$10,000.00 for a total of \$161,006.00.
- FOURTH: The above expenses shall be paid from the major and local street maintenance account nos. 202-463-818.000 and 203-463-818.000.

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/23/2021

DEPT. ENG

SUBJECT: **2021 Chip Seal Project-Contract 2**

Engineer's Estimate

Highway Maintenance & Cons
P.O. Box 74411
Romulus, MI 48174-0411
734-941-8885

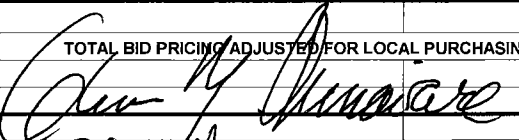
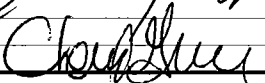
Pavement Maintenance Sys
384 Industrial Parkway Drive
Imlay City, MI 48444-1348
810-724-4767

Fahrmer Asphalt Sealers
2224 Veterans Memorial Pkwy
Saginaw, MI 48601
989-752-9200

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Seal, Double Chip	34,450	SYD	\$ 4.40	\$ 151,580.00	\$ 3.71	127,809.50	\$ 3.85	132,632.50	\$ 4.00	137,800.00
2	Final Sweeping	30	HRS	\$ 100.00	\$ 3,000.00	\$ 95.00	2,850.00	\$ 125.00	3,750.00	\$ 150.00	4,500.00
3	Seal, Fog	34,450	SYD	\$ 0.70	\$ 24,115.00	\$ 0.37	12,746.50	\$ 0.42	14,469.00	\$ 0.50	17,225.00
4	Sign, Type B, Temp, Prismatic, Furn and Oper	300	SFT	\$ 4.35	\$ 1,305.00	\$ 3.00	900.00	\$ 2.00	600.00	\$ 2.00	600.00
5	Channelizing Device, 42 inch, Fluorescent, Furn and Oper	60	EA	\$ 20.00	\$ 1,200.00	\$ 5.00	300.00	\$ 5.00	300.00	\$ 20.00	1,200.00
6	Lighted Arrow, Type B, Furn and Oper	2	EA	\$ 500.00	\$ 1,000.00	\$ 200.00	400.00	\$ 200.00	400.00	\$ 50.00	100.00
7	Traffic Regulator Control	1	LSUM	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	3,000.00	\$ 2,500.00	2,500.00	\$ 10,000.00	10,000.00
8	Traffic Control, Local Streets	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	3,000.00	\$ 1,250.00	1,250.00	\$ 5,000.00	5,000.00

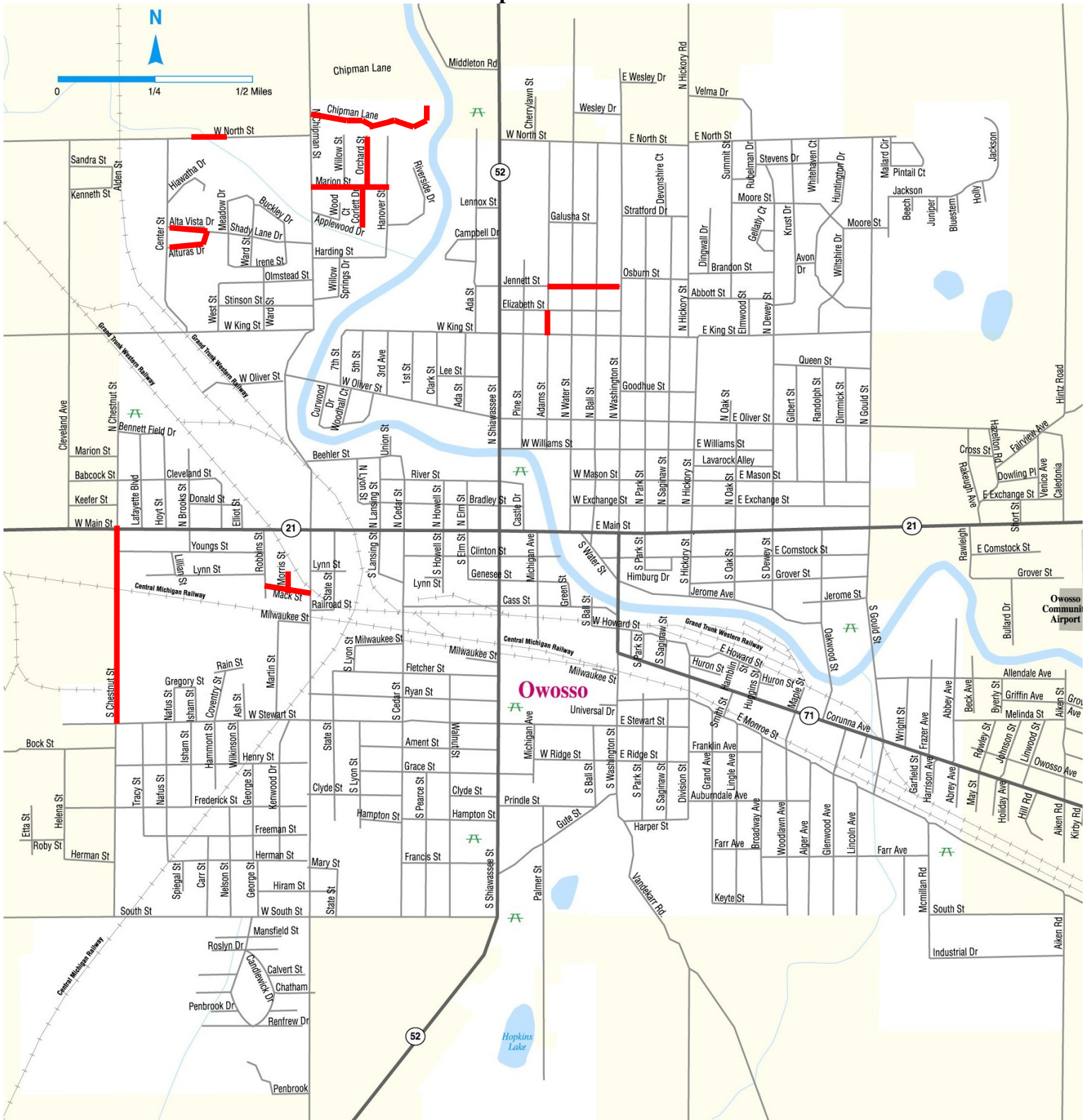
TOTAL BID \$ 194,700.00 \$ 151,006.00 \$ 155,901.50 \$ 176,425.00

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT. HEAD:		GENERAL LIABILITY INSURANCE	AWARDED:
PURCH. AGENT:		EXPIRATION DATE: April 1, 2022	COUNCIL APPROVED:
STAFF REC.:	Highway Maintenance & Construction Co.	WORKERS COMPENSATION INSURANCE	PO NUMBER:
		EXPIRATION DATE: April 1, 2022	
		SOLE PROPRIETORSHIP	
		EXPIRATION DATE: N/A	

CITY OF OWOSSO 2021 CHIP SEAL PROJECT – CONTRACT 2

Chip Seal Streets





MEMORANDUM

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

DATE: March 28, 2021
TO: Owosso City Council
FROM: Glenn Chinavare, Director of Public Services & Utilities
SUBJECT: 2021 Retaining Wall Project

RECOMMENDATION:

Approval of the low responsive bid from Gordon Construction Services (Lansing, MI) for the 2021 Retaining Wall Project in the base bid amount of \$220,937.20.

BACKGROUND:

This work is necessary to reconstruct the retaining wall located west of City Hall and along the Shiawassee River. The retaining wall has deteriorated over the years from age and the impact of flood waters being within the river floodway.

On March 16, 2021, the city received bids for its 2021 Retaining Wall Project. Three contractor bids were received, with Gordon Construction Services confirmed as the low-responsible bidder.

FISCAL IMPACTS:

The project will be funded by the City's Capital Account No. 401-000-975.000, in the amount not to exceed \$220,937.20.

ATTACHMENTS:

- (1) Resolution, 2021 Retaining Wall Project
- (2) Bid Tabulation 2021 Retaining Wall Project
- (3) Gordon Construction Bid Proposal

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
GORDON CONSTRUCTION SERVICES, INC. FOR
THE 2021 RETAINING WALL PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to reconstruct the retaining wall at Owosso City Hall as set forth in the contract documents; and

WHEREAS, the city has sufficient funds to perform said improvements from its capital account – building improvement funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the 2021 Retaining Wall Project, and a bid was received from Gordon Construction Services and it is hereby determined that Gordon Construction Services is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Gordon Construction Services, Inc. for the 2021 Retaining Wall Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Gordon Construction Services, Inc. in an amount not to exceed the base bid of \$220,937.20.
- THIRD: The accounts payable department is authorized to pay Gordon Construction Services for work satisfactorily completed on the project up to the Contract amount of \$220,937.20.
- FOURTH: The above expenses shall be paid from the Capital Account No. 401-000-975.000.

2021 Retaining Wall Project Bid Tab

DATE 3/16/2021

DEPT. Engineering

SUBJECT: 2021 Retaining Wall Project

				Engineer's Estimate		Gordon Construction Services 2929 Covington Court Lansing, MI 48912 517-231-8831		Fessler & Bowman Inc. 4099 Eagles Nest Court Flushing, MI 48433 810-733-1313	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Geotechnical Investigation and Design	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 6,890.00	\$ 6,890.00	\$ 20,000.00	\$ 20,000.00
2	Mobilization, Max \$9,500	1	LSUM	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00
3	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$ 200.00	\$ 400.00	\$ 260.00	\$ 520.00	\$ 175.00	\$ 350.00
4	Erosion Control, Silt Fence	275	Ft	\$ 5.00	\$ 1,375.00	\$ 7.80	\$ 2,145.00	\$ 4.00	\$ 1,100.00
5	Structures, Rem	1	LSUM	\$ 12,000.00	\$ 12,000.00	\$ 12,350.00	\$ 12,350.00	\$ 38,000.00	\$ 38,000.00
6	Sidewalk, Rem	225	Syd	\$ 13.00	\$ 2,925.00	\$ 28.60	\$ 6,435.00	\$ 7.00	\$ 1,575.00
7	Anchor Wall Retaining Wall System, Complete	1	LSUM	\$ 140,000.00	\$ 140,000.00	\$ 169,994.50	\$ 169,994.50	\$ 135,480.00	\$ 135,480.00
8	Sidewalk, Conc, 6 inch	1560	Sft	\$ 8.00	\$ 12,480.00	\$ 7.67	\$ 11,965.20	\$ 10.00	\$ 15,600.00
9	Turf Establishment, Performance	175	Syd	\$ 8.00	\$ 1,400.00	\$ 6.50	\$ 1,137.50	\$ 25.00	\$ 4,375.00
TOTAL BASE BID:					\$ 190,080.00		\$ 220,937.20		\$ 225,980.00

Alternate Bid: Additional Sidewalk and turf restoration work

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
101	Sidewalk, Rem	160	Syd	\$ 13.00	\$ 2,080.00	\$ 28.60	\$ 4,576.00	\$ 7.00	\$ 1,120.00
102	Sidewalk, Conc, 6 inch	2,215	Sft	\$ 8.00	\$ 17,720.00	\$ 7.67	\$ 16,989.05	\$ 10.00	\$ 22,150.00
103	Turf Establishment, Performance	350	Syd	\$ 8.00	\$ 2,800.00	\$ 6.50	\$ 2,275.00	\$ 25.00	\$ 8,750.00
TOTAL ALTERNATE BID:					\$ 22,600.00		\$ 23,840.05		\$ 32,020.00
TOTAL BASE + ALTERNATE BID:					\$ 212,680.00		\$ 244,777.25		\$ 258,000.00

DEPT. HEAD: *[Signature]*

PURCH. AGENT: *[Signature]*

STAFF REC.: Gordon Construction Svc's.

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 1/15/2022

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 1/15/2022

SOLE PROPRIETORSHIP
EXPIRATION DATE: N/A

AWARDED: _____

COUNCIL APPROVED: _____

PO NUMBER: _____



MEMORANDUM

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

DATE: April 5, 2021

TO: Mayor Chris Eveleth and the Owosso City Council

FROM: Aleigha Williams, City Utility Biller

SUBJECT: Unpaid Utility Billings to be Transferred to Taxes

RECOMMENDATION:

The Water Department asks that Council please review the list and, if acceptable, approve publication of Notice of Collection by the Clerk's Office.

BACKGROUND:

In accordance with the Charter, this time each year the Water Department prepares a listing of unpaid water/sewer bills that could be transferred to taxes. The unpaid bill listing is primarily made up of unpaid past due, final water bills, but can include active uncollectible bills from the previous year.

A letter explaining the collection procedure will be sent to each owner along with a copy of the original billing. Any billing that remains unpaid after April 30, 2021 will be added to the 2021 summer real property tax bill with an additional 10% penalty.

Unpaid utility bills were not transferred to tax in 2020 due to the emerging pandemic, and because of the moratorium from the state on water shut offs, this year's totals are approximately three times the usual amount transferred.

It is our intention to allow residents to set up payment plans for the delinquent amounts due. All unpaid utility balances that were due by December 31, 2020 would need to be paid by June 1 to avoid inclusion on the 2021 summer tax bill. Residents would be given 6 months to pay the 2021 charges, with the understanding that they would be required to keep their account current for new billings. Per utility billing policy, businesses would not be given payment plans.

If you have any questions, please direct them to Katherine Fagan or myself.

FISCAL IMPACTS:

Theoretically there would be no fiscal impacts as the unpaid charges are transferred to taxes, though in actuality we do experience some losses. As with special assessments for demolition or clean-up costs unpaid utilities liens could potentially fall victim to the tax sale process if the property goes into tax foreclosure, but the chances of this are small.

Delinquent Tax List

Tuesday, March 30, 2021

Account #	Service Address	Owner Name	Customer Name	Parcel #	Delq Tax Amt	Penalty	Total
1462000001	817 ISHAM ST	LEE, THOMAS E	LEE THOMAS	050-602-004-006-00	\$422.60	\$42.26	\$464.86
1480000001	904 KENWOOD DR	BEMIS, CAROL M.	BEMIS CAROL	050-602-009-001-00	\$419.96	\$42.00	\$461.96
1538000001	1114 LYNN ST	UPPER, SHARON	MC AVOY ROBERT E	050-100-001-016-00	\$100.65	\$10.06	\$110.71
1553500001	1443 LYNN ST	DAVIS, RUBY I	DAVIS RUBY	050-546-000-014-00	\$547.99	\$54.80	\$602.79
1945500001	1002 WALNUT ST	KRHOVSKY, SALLIE	KRHOVSKY SALLIE	050-270-000-128-00	\$510.63	\$51.06	\$561.69
2023440001	900 ADA ST	SILVERNAIL,	SILVERNAIL MILDRED	050-310-002-003-00	\$686.68	\$68.67	\$755.35
2202090001	1022 DINGWALL DR	LANGDON, SHIRLEY	LANGDON SHIRLEY	050-280-000-010-00	\$9.47	\$0.95	\$10.42
2229990001	306 GENESEE ST	DODGE, JO ANN	TONNACLIFF M	050-651-004-009-00	\$120.38	\$12.04	\$132.42
2380290001	418 W KING ST	KOLARIK CHARLES	KOLARIK CHARLES	050-060-010-003-00	\$70.39	\$7.04	\$77.43
2624190001	327 N SAGINAW ST	WEINERT, GREGORY	TEICHMAN PATRICK	050-470-010-008-00	\$95.28	\$9.53	\$104.81
3160070001	306 CORUNNA AV	CHAPKO,	CHAPKO ANTHONY	050-651-022-004-00	\$281.84	\$28.18	\$310.02
3770570001	312 S OAK ST	FLORY, DAVID L	FLORY DAVID	050-180-005-007-00	\$687.00	\$68.70	\$755.70
3798570001	417 E OLIVER ST	PENNINGTON,	PENNINGTON MRS A L	050-240-001-003-00	\$483.24	\$48.32	\$531.56
3871070001	917 S PARK ST	CAMPBELL, RHODA	CAMPBELL RHODA	050-652-010-024-00	\$272.14	\$27.21	\$299.35
1037000003	1012 BEEHLER ST	NESBIT, KYLE W	NESBIT KYLE	050-660-007-010-00	\$172.84	\$17.28	\$190.12
1404500002	1116 HARDING AV	TELESZ, WENDY E	TELESZ WENDY	050-590-000-005-00	\$643.00	\$64.30	\$707.30
3711070003	419 E MASON ST	DAHL, JANIS F	DAHL JANIS	050-391-000-019-00	\$230.17	\$23.02	\$253.19
3274570007	1105 N DEWEY ST	FREEMAN, GORDON	LAKE SARA	050-210-000-003-00	\$937.50	\$93.75	\$1031.25
3798570101	417 E OLIVER ST IRR	PENNINGTON,	PENNINGTON MRS A L	050-240-001-003-00	\$863.05	\$86.30	\$949.35
1678500002	1108 MEADOW DR	BEAMISH, DEBORAH	BEAMISH DEBORAH	050-560-000-056-00	\$834.52	\$83.45	\$917.97
2372190005	916 E KING ST	NEWMAN,	NEWMAN CHRISTOPHER	050-020-000-005-00	\$422.60	\$42.26	\$464.86
2245290006	412 GRACE ST	MCNAMARA,	MCNAMARA KIMBERLY	050-115-001-020-00	\$320.08	\$32.01	\$352.09
2621940003	314 N SAGINAW ST	FOURNIER TIMOTHY	FOURNIER TIMOTHY	050-470-009-010-00	\$39.87	\$3.99	\$43.86
1709000003	1110 NELSON ST	BUTCHER, DAVID	BUTCHER DAVID II	050-602-018-011-00	\$16.30	\$1.63	\$17.93
3769570002	304 S OAK ST	ZELLER, BRIAN M.	ZELLER BRIAN/KELLI	050-180-004-022-00	\$20.98	\$2.10	\$23.08
3305570002	755 DIVISION ST	SWARTHOUT, TINA	SWARTHOUT TINA	050-420-005-009-00	\$214.69	\$21.47	\$236.16
1720000003	1339 OLMSTEAD ST	ROGERS, DAMON	ROGERS DAMON	050-603-003-008-00	\$208.04	\$20.80	\$228.84
2229540002	305 GENESEE ST	BLACKOUT	SCHLISKA THERESA	050-651-006-011-00	\$887.40	\$88.74	\$976.14
3446070003	703 GRAND AV	ARMSTRONG, MARC	ARMSTRONG MARC	050-420-006-001-00	\$558.98	\$55.90	\$614.88
1244500002	1419 CLEVELAND ST	WORDEN, DONALD	WORDEN DONALD	050-090-002-016-00	\$125.45	\$12.54	\$137.99

Account #	Service Address	Owner Name	Customer Name	Parcel #	Delq Tax Amt	Penalty	Total
3128070003	439 E COMSTOCK ST	BIERWIRTH, JOHN	BIERWIRTH JOHN	050-542-000-009-00	\$36.36	\$3.64	\$40.00
3169070004	500 CORUNNA AV	SIMMINGTON,	STERLING SCOTT	050-420-001-001-00	\$839.06	\$83.91	\$922.97
1480500004	912 KENWOOD DR	BUCK,	BUCK AMANDA	050-602-009-017-00	\$402.15	\$40.21	\$442.36
2183190002	425 CLINTON ST	OTT, CHRISTOPHER	OTT ANITA	050-651-003-009-00	\$177.35	\$17.73	\$195.08
1314000014	607 FLETCHER ST	BOLITHO, SCOTT	BOLITHO SCOTT	050-673-005-005-00	\$206.37	\$20.64	\$227.01
3608570002	629 LINGLE AV	DUNNING, SUSAN	DUNNING SUSAN	050-420-004-004-00	\$588.59	\$58.86	\$647.45
1574500002	1311 MACK ST	IRWIN, DENNIS P.	IRWIN SHAWNA	050-113-018-001-00	\$250.02	\$25.00	\$275.02
3876070002	611 QUEEN ST	WICKER, STARLA	WICKER STARLA	050-111-001-005-00	\$189.55	\$18.95	\$208.50
2264640030	319 N HICKORY ST	SIMPLEX	POWERS ALEXANDRIA	050-470-009-011-00	\$964.75	\$96.47	\$1061.22
2373540006	115 W KING ST	SHATTUCK,	BURMER LINDSEY	050-640-033-001-00	\$262.08	\$26.21	\$288.29
3801070005	446 E OLIVER ST	MILLS, KURT A.	MILLS KURT	050-260-000-012-00	\$18.53	\$1.85	\$20.38
3773070012	118 OAKWOOD AV	OTT, CHRISTOPHER	OTT CHRIS	050-580-000-015-00	\$856.88	\$85.69	\$942.57
3523070002	402 HUGGINS ST	WARNER, ANDREW	WARNER ANDREW	050-430-000-010-00	\$3248.33	\$324.83	\$3573.16
3770700005	308 S OAK ST	EARLES, MICHAEL	EARLES MICHAEL	050-180-005-001-00	\$155.79	\$15.58	\$171.37
3335570006	436 E EXCHANGE ST	436 EAST	BUCKTON NANCY	050-666-000-017-00	\$702.20	\$70.22	\$772.42
3438570002	612 GRAND AV	KRAIGER, JAMES &	KRAIGER JAMES	050-420-002-018-00	\$465.19	\$46.52	\$511.71
2648040003	736 N SAGINAW ST	ODEA HEIDI TRUST	LAMROUEX STACY	050-610-001-011-00	\$15.93	\$1.59	\$17.52
3372570003	720 FRAZER AV	BUGH, DOUGLAS	BUGH DOUGLAS	050-010-033-008-00	\$204.98	\$20.50	\$225.48
1799000003	605 RYAN ST	DIXON, JERI ANN	FARREN BOBBIE	050-673-006-003-00	\$151.98	\$15.20	\$167.18
3184070002	712 CORUNNA AV	CARLSON, BRENT	CARLSON BRENT	050-542-000-033-00	\$257.91	\$25.79	\$283.70
1850000003	321 STATE ST	BAILEY, DOROTHY	MATTSON SHERRY	050-621-002-006-00	\$24.80	\$2.48	\$27.28
1619500007	1405 W MAIN ST	KRAIGER, MATTHEW	KRAIGER CHRYSAL	050-113-015-007-00	\$476.45	\$47.64	\$524.09
1189000009	300 S CHIPMAN ST	SUMNER, JAMES R	SUMNER CONNIE/JAMES	050-623-000-003-00	\$13.58	\$1.36	\$14.94
1511000009	322 LAFAYETTE BL	MARR, ROY	RICHMOND MEGAN	050-490-000-043-00	\$17.01	\$1.70	\$18.71
3596570003	642 LINCOLN AV	WEINERT, RODNEY	WILSON CYNTHIA	050-010-015-029-00	\$153.76	\$15.38	\$169.14
3082570002	719 BROADWAY AV	JOLLEY, JOHN JR.	JOLLEY JR JOHN	050-420-011-011-00	\$313.41	\$31.34	\$344.75
1421000004	1229 HERMAN ST	ANTONNEAU,	ANGTONNEAU JOSEPH	050-602-029-004-00	\$421.96	\$42.20	\$464.16
1196701004	525 S CHIPMAN ST	THE VFW OWOSSO	PENROD BRENT	050-113-012-007-00	\$343.61	\$34.36	\$377.97
1086500004	214 S CEDAR ST	WEBER, BRUCE /	SLAPPEY CARSTEN	050-050-000-043-00	\$200.96	\$20.10	\$221.06
2798340008	101 N WASHINGTON ST	T.E.S. RENTALS,	TES RENTALS. LLC	050-470-022-014-00	\$660.37	\$66.04	\$726.41
3338070004	503 E EXCHANGE ST	AESCHLIMAN,	AESCHLIMAN BAYLEE	050-666-000-029-00	\$756.25	\$75.62	\$831.87
1962500004	830 WILKINSON ST	WISELEY, CHARLES	WISELEY DEE ANN	050-602-003-011-00	\$663.67	\$66.37	\$730.04
2580500019	642 PINE ST APT 1	MILLER, DAVID J.	JOHNSON DEANNA	050-250-000-037-00	\$537.61	\$53.76	\$591.37

Account #	Service Address	Owner Name	Customer Name	Parcel #	Delq Tax Amt	Penalty	Total
3728070011	624 E MASON ST	VANPRO LLC	ZACKERY HOLZHAUSEN	050-410-001-008-00	\$234.20	\$23.42	\$257.62
2944140004	1213 N WATER ST	PALMER, STEVEN	DOWNING MELENA	050-390-004-029-00	\$249.39	\$24.94	\$274.33
1297000004	210 N ELM ST	MILLER, DAVID	O'DONNELL JESSICA	050-120-004-004-00	\$379.97	\$38.00	\$417.97
3030070003	614 ALGER AV	LARRIVEY ROBERTO	THIEL JR. TIM	050-010-017-030-00	\$303.76	\$30.38	\$334.14
3975070002	745 WOODLAWN AV	SHADDEN, JESSE	SHADDEN JESSE	050-010-017-007-00	\$131.77	\$13.18	\$144.95
1605000002	1011 W MAIN ST	ACERBO FARMS,	VALLE ANNA	050-050-000-018-00	\$595.38	\$59.54	\$654.92
1604500002	1009 W MAIN ST	ACERBO FARMS,	VALLE ANNA	050-050-000-017-00	\$786.38	\$78.64	\$865.02
1327000005	1005 FLETCHER ST	RAATZ, MAX F	FOREBACK NICHOLAS	050-113-002-013-00	\$103.69	\$10.37	\$114.06
1922000005	1331 STINSON ST	TRI-MER	CRANK DORCEY JR	050-603-001-006-00	\$400.62	\$40.06	\$440.68
2580530013	640 PINE ST # 4	MILLER, DAVID J.	SMITH TAMERA	050-250-000-037-00	\$363.29	\$36.33	\$399.62
2263740026	317 N HICKORY ST	SIMPLEX	GIBSON BARBARA	050-470-009-011-00	\$641.81	\$64.18	\$705.99
2256090003	418 GUTE ST	WILBURN WILLIAM	WILBURN HEIDI	050-115-002-023-00	\$5.90	\$0.59	\$6.49
2732640010	624 S SHIAWASSEE ST	WIEGEL, TOM	MAKARA RENAE	050-673-004-023-00	\$199.98	\$20.00	\$219.98
2623290008	321 N SAGINAW ST	BIGGER, TERRANCE	SIEB KAYLEE	050-470-010-009-00	\$345.41	\$34.54	\$379.95
3926570009	213 E STEWART ST	WISTERMAN CURTIS	WISTERMAN JR	050-652-004-003-00	\$536.93	\$53.69	\$590.62
3922070002	946 S SAGINAW ST	PELKEY JEFFREY	PELKEY JEFF	050-652-010-012-00	\$133.13	\$13.31	\$146.44
2396140002	851 KRUST DR	TELESZ KENT A	TELESZ KENT	050-370-000-013-00	\$605.70	\$60.57	\$666.27
2138190013	925 S BALL ST	UNDERWOOD	INMAN WHITNEY	050-651-039-008-00	\$101.87	\$10.19	\$112.06
1108000002	1111 S CEDAR ST	PATRICK CHANCE A	PATRICK CHANCE	050-270-000-009-00	\$155.21	\$15.52	\$170.73
1259500003	510 CLYDE ST	CAMPBELL,	VANSTRATE AMY	050-270-000-133-00	\$203.15	\$20.31	\$223.46
3499570009	526 HARRISON AV	UNDERWOOD	CALL LEAH	050-010-024-009-00	\$134.90	\$13.49	\$148.39
2772540005	437 W STEWART ST	GARRISON, RYAN	GARRISON RYAN	050-115-001-001-00	\$111.13	\$11.11	\$122.24
3403570005	619 GLENWOOD AV	JONES JOSHUA	BUNDY JOHN	050-010-015-013-00	\$688.07	\$68.81	\$756.88
1327500007	1013 FLETCHER ST	CLOUSE, LOY &	CLOUSE ANNA	050-113-002-014-00	\$21.11	\$2.11	\$23.22
2539590002	416 N PARK ST	ADCOCK BENJAMIN	ADOCK BENJAMIN	050-470-007-007-00	\$145.42	\$14.54	\$159.96
2985990003	824 WILTSHIRE DR	EWING JESSICA	EWING JESSICA	050-194-000-029-00	\$13.16	\$1.32	\$14.48
2735340005	817 S SHIAWASSEE ST	STECHSCHULTE,	WARNECKE DARRYL	050-115-001-009-00	\$442.02	\$44.20	\$486.22
3710070002	416 E MASON ST	SIZELAND ROBERT	SIZELAND, ROBERT	050-391-000-004-00	\$273.11	\$27.31	\$300.42
3175570004	607 CORUNNA AV	PENROD BRENT	PENROD, BRENT	050-430-000-028-00	\$625.11	\$62.51	\$687.62
1559550016	428 S LYON ST APT B	UNDERWOOD,	KOPICKO JR,	050-113-005-003-00	\$44.36	\$4.44	\$48.80
3199570004	976 CORUNNA AV	UNDERWOOD,	SPALENY, TIA	050-010-022-004-00	\$337.13	\$33.71	\$370.84
1838810002	1511 W SOUTH ST	WHITE CHAD	HADLEY, PHILIP	050-350-000-003-00	\$338.10	\$33.81	\$371.91
3780570005	316 OAKWOOD AV	DSV SPV3, LLC	COMBS, JUSTIN	050-580-000-054-00	\$802.42	\$80.24	\$882.66

Account #	Service Address	Owner Name	Customer Name	Parcel #	Delq Tax Amt	Penalty	Total
3412070010	702 GLENWOOD AV	HAMMOND BREEANNA	HAMMOND, BREEANNA	050-010-003-015-00	\$396.69	\$39.67	\$436.36
3205070004	1115 CORUNNA AV	1115 CORUNNA LLC	1115 CORUNNA AVE	050-010-033-006-00	\$295.85	\$29.58	\$325.43
1706000012	913 NAFUS ST	WEINERT, GREGORY	BRITTON, EMILY	050-602-012-006-00	\$158.99	\$15.90	\$174.89
2338890030	410 JENNETT ST	NIELSEN, WILLIAM	HOGG, MOLLY	050-060-002-003-00	\$411.55	\$41.15	\$452.70
3187907014	703 QUEEN ST	WARFLE, BRADLEY	SCHNEIDER, JESSICA	050-111-001-009-00	\$174.76	\$17.48	\$192.24
1176000010	1116 N CHIPMAN ST	CORLETTE CREEK	POWELL SAMANTHA	050-690-003-006-00	\$95.32	\$9.53	\$104.85
1219500004	1102 S CHIPMAN ST	WILKINSON JUSTIN	WILKINSON, KRISTEN	050-602-015-001-00	\$6.94	\$0.69	\$7.63
1528050006	209 S LANSING ST #B	JBS PROPERTY	JBS PROPERTY	050-050-000-033-00	\$437.81	\$43.78	\$481.59
3334570009	432 E EXCHANGE ST	SHERMAN DUSTIN	SHERMAN, DUSTIN	050-666-000-016-00	\$1882.89	\$188.29	\$2071.18
1426000009	1323 HERMAN ST	LUCKY OWOSSO LLC	BUSHARD, STEPHANIE	050-602-030-004-00	\$259.27	\$25.93	\$285.20
1814500011	1003 RYAN ST	SIMMINGTON, LLC	MORRIS LAUREN	050-113-001-010-00	\$511.93	\$51.19	\$563.12
2537340009	328 N PARK ST	SCRIVNER,	LARSEN MATTHEW	050-470-010-004-00	\$199.17	\$19.92	\$219.09
3034070009	624 ALGER AV	BATTEEN, REYNOLD	STOCKFORD AVERRISA	050-010-017-034-00	\$169.42	\$16.94	\$186.36
1935500004	823 TRACY ST	NIEMI BARBARA	NIEMI BARBARA	050-602-006-009-00	\$188.78	\$18.88	\$207.66
3162570004	320 CORUNNA AV	T.E.S. RENTALS,	VANGORDER KELLY	050-651-022-001-00	\$104.97	\$10.50	\$115.47
1216500011	1022 S CHIPMAN ST	WOODBURY, MARK	LANKFORD TAMMY	050-602-008-016-00	\$67.66	\$6.77	\$74.43
3151070001	839 E COMSTOCK ST	VANHORN, DEBRA	VANHORN DEBRA	050-580-000-077-00	\$827.40	\$82.74	\$910.14
2876640001	524 S WASHINGTON ST	HURON & EASTERN	ELKS RAILROAD DEPOT	050-651-000-020-00	\$99.21	\$9.92	\$109.13
3624570001	826 LINGLE AV	SMITH, LORINDA	RUNYAN LYLE	050-420-009-016-00	\$526.11	\$52.61	\$578.72
3710570001	418 E MASON ST	TUCKER LINDE &	STEWART JODY	050-391-000-005-00	\$55.18	\$5.52	\$60.70
3984570001	819 WOODLAWN AV	DEROCHE, PETER F	DEROCHE PETER	050-010-002-011-00	\$718.49	\$71.85	\$790.34
3172070005	524 CORUNNA AV	VANPRO LLC	BOLES SHELLY	050-420-001-006-00	\$102.80	\$10.28	\$113.08
3772570003	117 OAKWOOD AV	LEEDLE-HIGGINS,	JENKINS REBECCA	050-580-000-088-00	\$73.27	\$7.33	\$80.60
2886540002	802 S WASHINGTON ST	CATES, BENJAMIN	JONES/MCKERRAN	050-651-038-015-00	\$74.61	\$7.46	\$82.07
3464070007	911 GRAND AV	RIGDON, EDWARD &	BAKER ROSEMARY	050-340-002-004-00	\$133.74	\$13.37	\$147.11
3810070004	704 E OLIVER ST	OGINSKY KELLY J	NAPIER JEREMIAH	050-111-007-001-00	\$56.84	\$5.68	\$62.52
1528500004	213 S LANSING ST	BURGESS,	PATTENGILL WILLIAM	050-050-000-032-00	\$238.80	\$23.88	\$262.68
2245740004	417 GRACE ST	GUTTING, JAMES	EVERHART MICHAEL JR	050-601-000-002-00	\$171.19	\$17.12	\$188.31
1258000006	726 CLINTON ST	PETERS, PAUL &	FOX JR RICHARD	050-660-018-011-00	\$610.02	\$61.00	\$671.02
3959700005	621 WOODLAWN AV	BATTEEN REYNOLD	BEAUDRY-MASON	050-010-017-024-00	\$502.00	\$50.20	\$552.20
3334570006	432 E EXCHANGE ST	SHERMAN DUSTIN	EATON MARGARET	050-666-000-016-00	\$66.03	\$6.60	\$72.63
2265540007	322 N HICKORY ST	ARMSTRONG,	ARMSTRONG JOSHUA	050-391-000-026-00	\$146.74	\$14.67	\$161.41
1148000004	1029 S CHESTNUT ST	REYNOLDS KEITH	REYNOLDS KEITH	050-602-014-006-00	\$209.63	\$20.96	\$230.59

Account #	Service Address	Owner Name	Customer Name	Parcel #	Delq Tax Amt	Penalty	Total
1935500002	823 TRACY ST	NIEMI BARBARA	WEGNER AMANDA	050-602-006-009-00	\$261.37	\$26.14	\$287.51
1557500007	1619 LYNN ST	1619 LYNN	MCCLURE KRISTINA	050-220-000-077-00	\$352.21	\$35.22	\$387.43
3354070003	825 E EXCHANGE ST	DSV SPV2, LLC	ROWE STEPHANIE	050-380-003-020-00	\$299.69	\$29.97	\$329.66
3780570004	316 OAKWOOD AV	DSV SPV3, LLC	COMBS HERBERT	050-580-000-054-00	\$638.50	\$63.85	\$702.35
3978570003	754 WOODLAWN AV	CROWE	LEVARDBSEN MARCIE	050-010-018-003-00	\$90.48	\$9.05	\$99.53
1254000002	122 S HOWELL ST	DANIELS, LAVERN	WHITT TRACEY	050-660-018-001-00	\$312.98	\$31.30	\$344.28
1667000003	638 MARTIN ST	DOTSON CHARLES H	DULEY CHARLES	050-113-009-011-00	\$412.75	\$41.27	\$454.02
3094070005	833 BROADWAY AV	CROWE	DAVIS HEIDI	050-420-011-021-00	\$118.14	\$11.81	\$129.95
2750190003	1130 S SHIAWASSEE ST	PRAGMATIC	KERN-SMITH TONY	050-270-000-160-00	\$381.90	\$38.19	\$420.09
3412070008	702 GLENWOOD AV	HAMMOND BREEANNA	LOZELLE PATRICK	050-010-003-015-00	\$296.38	\$29.64	\$326.02
3499570007	526 HARRISON AV	UNDERWOOD	KIME CHRIS	050-010-024-009-00	\$127.39	\$12.74	\$140.13
2722290003	209 S SHIAWASSEE ST	WANNER,	LOWERY NICOLE	050-651-003-005-00	\$87.68	\$8.77	\$96.45
3244570011	320 N DEWEY ST	AMERICOLE INC	WILSON-GAGE GARY	050-410-003-009-00	\$225.08	\$22.51	\$247.59
2537340007	328 N PARK ST	SCRIVNER,	CHALLENGER	050-470-010-004-00	\$184.44	\$18.44	\$202.88
1353000013	1501 FREEMAN ST	1501 FREEMAN	WENGER KYLE	050-602-025-008-00	\$94.59	\$9.46	\$104.05
3483070020	528 GROVER ST	LUPU TAVI M &	EDWARDS SHAWNTEL	050-180-004-005-00	\$114.73	\$11.47	\$126.20
2814540002	326 N WASHINGTON ST	COPELAND, HENRY	COPELAND HENRY	050-470-011-003-00	\$157.17	\$15.72	\$172.89
1524500008	401 N LANSING ST	CUSHNIER, SUSAN	LEMARBLE DERRICK	050-660-007-003-00	\$238.85	\$23.88	\$262.73
3171570011	522 CORUNNA AV	THOMAS JR,	ADE NICOLE	050-420-001-005-00	\$173.58	\$17.36	\$190.94
2093190013	532 N BALL ST	PIERCE DENNIS	SCRUM, AARON	050-640-033-013-00	\$73.07	\$7.31	\$80.38
3960070011	622 WOODLAWN AV	RIGDON, EDWARD &	DEROSSETT ZACHARY	050-010-018-022-00	\$86.48	\$8.65	\$95.13
2533740008	220 N PARK ST	LUPU TAVI M &	SOUND DOG CONEY	050-470-017-005-00	\$142.11	\$14.21	\$156.32
2046840003	623 ADAMS ST	MATTHIES, ROGER	MATTHIES ROGER	050-250-000-058-00	\$67.47	\$6.75	\$74.22
2630940014	424 N SAGINAW ST	LAMPHERE, SCOTT	RAPPUNN JAMES	050-470-008-004-00	\$267.21	\$26.72	\$293.93
1903500004	1325 W STEWART ST	WHALEN,	MUNROE AMANDA	050-602-002-010-00	\$37.59	\$3.76	\$41.35
2881590010	616 S WASHINGTON ST	HAZEL ERIC	HARTWICK CHERIE	050-651-025-005-00	\$597.94	\$59.79	\$657.73
2622390017	319 N SAGINAW ST	WILLOUGHBY, ERIC	HART STEPHANIE	050-470-010-010-00	\$296.88	\$29.69	\$326.57
1377000009	735 GRACE ST	UNDERWOOD	KOPICKO TAYA	050-270-000-001-00	\$160.71	\$16.07	\$176.78
1332000013	1224 FREDERICK ST	MILLER, DAVID J.	JOHNSON SCOTT	050-602-008-012-00	\$174.56	\$17.46	\$192.02
2626890030	404 N SAGINAW ST	LAMPHERE, SCOTT	BRENDAN TEW	050-470-008-013-00	\$42.61	\$4.26	\$46.87
2182290004	421 CLINTON ST	BAC HOME LOANS	ROSENCRANS STEVEN	050-651-003-010-00	\$1775.94	\$177.59	\$1953.53
3483070021	528 GROVER ST	LUPU TAVI M &	ROGER WILLIAM	050-180-004-005-00	\$152.76	\$15.28	\$168.04
3674570008	705 E MAIN ST	WALDNER	WELLS FARGO	050-112-000-020-00	\$214.71	\$21.47	\$236.18

Account #	Service Address	Owner Name	Customer Name	Parcel #	Delq Tax Amt	Penalty	Total
3595070004	626 LINCOLN AV	SCHULTE, JEREMY	SCHULTE JEREMY	050-010-015-026-00	\$527.66	\$52.77	\$580.43
2537340008	328 N PARK ST	SCRIVNER,	LINDSAY JENNIFER	050-470-010-004-00	\$309.95	\$30.99	\$340.94
3477570010	429 GROVER ST	SIMMINGTON, LLC	MCCOMB JOSHUA	050-180-002-017-00	\$59.41	\$5.94	\$65.35
3412070009	702 GLENWOOD AV	HAMMOND BREEANNA	MULLIN DAN	050-010-003-015-00	\$119.69	\$11.97	\$131.66
2335858000	1081 JACKSON DR	SPENCER WILLIAM	WADE JURNEY HOMES	050-751-000-001-00	\$10.48	\$1.05	\$11.53
2335880000	1131 JACKSON DR	LONG, BRIAN	WADE JURNEY HOMES	050-751-000-004-00	\$31.23	\$3.12	\$34.35
2335770000	1400 JACKSON DR	WILKIE, NATHAN	WADE JURNEY HOMES	050-751-000-044-00	\$14.08	\$1.41	\$15.49
3705070006	313 E MASON ST	THOMAS,	KAISER KRISTY	050-470-009-016-00	\$56.95	\$5.69	\$62.64
2277690002	631 N HICKORY ST	HUNTLEY SAMANTHA	NOTE MASTERS LLC	050-240-002-015-00	\$27.94	\$2.79	\$30.73
3623070014	823 LINGLE AV	LEPLEY, ROBERT B	LEPLEY CORY	050-420-010-005-00	\$274.16	\$27.42	\$301.58
1661000007	539 MARTIN ST	SCHUMACHER, MARK	SCHUMACHER SUSAN	050-113-008-019-00	\$70.51	\$7.05	\$77.56
2619240002	106 N SAGINAW ST	MCLAREN, RICKY	OLIVER HATHAWAY	050-470-019-008-00	\$197.60	\$19.76	\$217.36
3334570007	432 E EXCHANGE ST	SHERMAN DUSTIN	NOSTRANT, RAYMOND	050-666-000-016-00	\$9.66	\$0.97	\$10.63
2492790006	323 W OLIVER ST	OLIVER	BANAS, JOHN	050-470-003-001-00	\$649.98	\$65.00	\$714.98
2750190004	1130 S SHIAWASSEE ST	PRAGMATIC	THOMPSON, AARON	050-270-000-160-00	\$400.75	\$40.07	\$440.82
3094070006	833 BROADWAY AV	CROWE	CROWE PROPERTIES	050-420-011-021-00	\$6.56	\$0.66	\$7.22
2206590008	1120 DINGWALL DR	CROWE	CROWE PROPERTIES	050-280-000-014-00	\$32.01	\$3.20	\$35.21
3624070016	825 LINGLE AV	LEPLEY, ROBERT B	LEPLEY, COREY &	050-420-010-006-00	\$323.93	\$32.39	\$356.32
3954570009	309 E WILLIAMS ST	MARTIN, SAMANTHA	MARTIN, SAMANTHA	050-470-008-011-00	\$1337.20	\$133.72	\$1470.92
3978570004	754 WOODLAWN AV	CROWE	CROWE PROPERTIES	050-010-018-003-00	\$33.74	\$3.37	\$37.11
1863500007	1114 STATE ST	1114 STATE ST	PALMER, DAMON	050-114-003-007-00	\$236.86	\$23.69	\$260.55
3890570017	401 RANDOLPH ST	FINLEY RICK	MOE, TAMARA &	050-410-002-016-00	\$62.99	\$6.30	\$69.29
3264570006	914 N DEWEY ST	914 N DEWEY LLC	914 N DEWEY LLC	050-140-003-012-00	\$142.97	\$14.30	\$157.27
3334570008	432 E EXCHANGE ST	SHERMAN DUSTIN	MULLIN, DANIEL	050-666-000-016-00	\$102.75	\$10.27	\$113.02
3441070011	621 GRAND AV	SCHULTZ TRAVIS	MOKRZYCKI, JULIE	050-420-003-005-00	\$267.29	\$26.73	\$294.02
1148000005	1029 S CHESTNUT ST	REYNOLDS KEITH	WOODWORTH	050-602-014-006-00	\$17.75	\$1.77	\$19.52
1679550004	1112 MEADOW DR IRR	VANSICE, JAMES	GARRISON, CRYSTAL	050-560-000-057-00	\$50.83	\$5.08	\$55.91
1377000011	735 GRACE ST	UNDERWOOD	UNDERWOOD, MATTHEW	050-270-000-001-00	\$9.40	\$0.94	\$10.34
1528500005	213 S LANSING ST	BURGESS,	BURGESS, BENJAMIN	050-050-000-032-00	\$102.85	\$10.28	\$113.13
2888790007	821 S WASHINGTON ST	ROSE DONALD	LAKEVIEW LOAN	050-652-006-008-00	\$58.48	\$5.85	\$64.33

Total: \$60412.41

Report Generated: 3/30/2021 1:56 PM

Report Options: All Accounts



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: April 5, 2021

TO: Owosso City Council

FROM: Cheryl Grice, CPA, Finance Director

SUBJECT: FY2020-21 Budget Amendments

Please find attached the third issuance of FY2020-21 budget amendments. These amendments are necessary to be compliant with the state's budget act. These are the third budget amendments of the fiscal year. They are being done to reflect actual spending and adjust revenues. It is important to amend the budget when revenues and expenditures vary from the projections initially made.

Explanations accompany the budget amendments. These budget amendments include revenue and expenditure adjustments. Eleven funds are being amended at this time.

Because of the unusual factors with the FY2020-21 budget and as we near the end of our fiscal year, there will be more budget adjustments.

RECOMMENDATION:

Recommend approval of the April 5, 2021 budget amendments for period ending 3/31/21.

CITY OF OWOSSO BUDGET AMENDMENTS
Quarter Ending 3/31/21 To be Approved 4/5/21

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REQUESTED INCREASE (DECREASE)</u>	<u>AMENDED BUDGET</u>	
General Fund		To reflect spending, collections and labor changes			
	General Fund	Expenditure (Revenue)			
1	101-000-401.403	Property Taxes	(3,485,000)	(95,000)	(3,580,000)
	101-171-716.100	City Manager Health Ins	25,416	4,500	29,916
	101-226-702.000	Human Resources Salaries	114,548	23,427	137,975
	101-226-716.100	Human Resources Health Ins	34,717	7,200	41,917
	101-215-706.000	Clerk Elections	42,000	15,450	57,450
	101-966-999-400	Transfer to Capital Improvement Fund	68,143	34,950	103,093
	To adjust expectation of Property Tax Revenue and various personnel cost adjustments.				
	To Record approval of fire equipment purchase per Council meeting 3-15-21.				
	Other Funds				
2	202-000-501.506	Grant-Federal Major Streets	-	75,000	75,000
	202-451-818.000	Contractual Services-Streets	1,462,386	75,000	1,537,386
	To record 20% of Gould St grant and associated expenditures in Street Funds				
					-
	202-000-539.569	Gas & Weight Tax-Major Streets	(1,155,529)	(128,400)	(1,283,929)
	202-000-695.699	Appropriation of Fund Balance	(697,331)	83,461	(613,870)
	202-482-999.101	Contribution-General Fund	115,553	12,839	128,392
	202-485-999.203	Transfer to Major Streets	288,882	32,100	320,982
	203-000-695.288	Major Street Transfer	(288,882)	(32,100)	(320,982)
	203-000-539.569	Gas & Weight Tax-Major Streets	(423,900)	(47,100)	(471,000)
	203-000-695.699	Appropriation of Fund Balance	(223,175)	148,214	(74,961)
	203-482-999.101	Contribution-General Fund	38,151	4,239	42,390
	203-451-818.000	Contractual Services	787,367	223,175	1,010,542
	Update ACT 51-reinstate 10% reduction and adjust expenditures for activity in Street Funds				
3	208-000-401.403	General Property Tax Revenue	(139,042)	10,435	(128,607)
	208-000-539.573	Local Community Stabilization	-	(2,245)	(2,245)
	208-000-695.699	Appropriation of Fund Balance	(30,000)	(8,190)	(38,190)
	298-000-401.403	General Property Tax Revenue	(19,042)	10,345	(8,697)
	298-000-539.573	Local Community Stabilization	-	(2,245)	(2,245)
	298-000-695.699	Appropriation of Fund Balance	(697,331)	(8,190)	(705,521)
	To adjust expectation of Property Tax Revenue and PPT Reimbursement Program in Millage Funds				
4	248-965-995.000	Other Financing Uses	-	15,178	15,178
	248-000-695.699	Appropriation of Fund Balance	-	(15,178)	(15,178)
	To Finalize Façade Fund-Paid out balances				
5	277-000-539.529	State Sources	(17,093)	(222,907)	(240,000)
	277-901-965.000	Capital Contribution-Private	17,093	222,907	240,000
	To Record Total Amount of J&H Oil State Grant and associated activity.				
6	283-000-401.407	Revenue-TIAL	(23,600)	(4,241)	(27,841)
	283-905-980.991	Debt Service	21,703	4,241	25,944
	292-000-401.407	Revenue-Woodard Loft	(112,160)	(8,154)	(120,314)
	292-964-969.000	Developer Reimbursement	111,160	8,154	119,314
	Adjust Brownfields Tax Captures to Actual				
7	297-000-671.675	Donations-Private	(15,000)	12,941	(2,059)
	297-797-702.400	Wages Temporaty-Historical	12,941	(12,941)	-
	Correct duplicatation in wage budget and adjust revenue account				
8	401-000-699.101	Transfer in from General Fund	(68,143)	(34,950)	(103,093)
	401-000-980.000	Equipment	-	47,984	47,984
	401-000-695.699	Appropriation of Fund Balance	-	(13,034)	(13,034)
	Transfer of funds for Fire Equipment approved 3-15-21 and purchase of high speed scanning unit approved in prior year				



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: April 5, 2021

TO: Owosso City Council

FROM: Cheryl Grice, Finance Director

SUBJECT: Refunding Bond Issues

Please find attached two resolutions to start the process of refunding the DDA LTGO streetscape bond and the UTGO street bonds. Interest rates are very low right now. We wish to reduce our debt payments by refunding some of our debt to achieve a lower interest rate. However interest rates may not stay low so we will retain the option to discontinue this process if it is not financially beneficial to the city.

The outstanding bonds will be paid off using proceeds from the new issues. In order to retain the attraction of its debt issues to bond buyers, the city will ensure that the new issue has at least the same degree of credit protection as the refunded bonds. During this process the city will go through the credit rating process with Standard & Poors credit rating agency. We will receive a credit rating. It is unknown when the city last did this. We have negotiated our last few bond sales or dealt directly with the State of Michigan. Therefore a credit rating was unnecessary.

Savings could be as much as \$1.5 million dollars over the life of the debts. This has been an estimate that has been provided to us by our financial advisor. Factors for these savings include our debt rating and the interest rate at the time of sale.

RECOMMENDATION:

Approval of the resolutions to start the process for the refunding of the DDA LTGO and the Street UTGO Bonds.

**City of Owosso
County of Shiawassee, State of Michigan**

**RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

A RESOLUTION TO APPROVE:

- Issuance of Bonds produce net present value savings through refunding the general obligation limited tax capital improvement bonds;
- Appointment of Robert W. Baird & Co. as Underwriter;
- Finance Director to sell Bonds without further Council action;
- Other matters necessary to sell and deliver the Bonds.

WHEREAS, the City of Owosso, County of Shiawassee, State of Michigan (the “City”) has previously issued its 2009 General Obligation Limited Tax Bonds dated as of June 29, 2009 (the “Prior Bonds”) for the purpose of paying costs to acquire, construct, furnish, and equip various capital improvements for use by the City; and

WHEREAS, Robert W. Baird & Co., Incorporated (the “Underwriter”) has advised the City that it may be able to accomplish a net savings of debt service costs by refunding all or a portion of the outstanding Prior Bonds through the issuance of refunding bonds; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”) permits the City to issue refunding bonds for the purpose of refunding part of the funded indebtedness of the City, if the refunding would result in net present value savings; and

WHEREAS, the City Council wishes to authorize the Finance Director to sell and deliver and receive payment for the refunding bonds without the necessity of the City Council taking further action prior to sale and delivery of the refunding bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bond Issuance. If, upon the advice of the Underwriter, refunding all or a portion of the Prior Bonds would accomplish a net savings of debt service costs, then Bonds of the City shall be issued in the aggregate principal amount of not to exceed Six Hundred Thousand Dollars (\$600,000) (the “Bonds”) for the purpose of paying costs of refunding all or a portion of the Prior Bonds including payment of legal, financial and other expenses incident thereto. The Bonds shall be designated as the GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS, SERIES 2021 with any additional or revised designations as determined by the Finance Director to reflect the sequence and the year in which the Bonds will be sold or delivered, or to otherwise distinguish the Bonds from other bonds issued by the City.

2. Bond Details. The Bonds shall consist of Bonds in fully-registered form of the denomination of \$1,000, or integral multiples thereof, numbered as determined by the Transfer Agent (as hereinafter defined). The Bonds shall bear interest at the rates determined upon sale of the Bonds within the parameters provided by this resolution. The Bonds shall mature as serial or term bonds and be payable as to principal and interest at the times and in the manner as

determined by the Finance Director at the time of sale of the Bonds. The Bonds shall be dated as of the date of delivery thereof, or such other date as determined by the Finance Director upon sale of the Bonds.

Principal of the Bonds shall be payable annually on May 1 or on such other date as determined by the Finance Director at the time of sale of the Bonds. The Bonds shall bear interest at the rates determined upon sale of the Bonds within the parameters provided by this resolution, payable semiannually on November 1st and May 1st of each year, beginning on the date determined upon sale of the Bonds.

The Bonds may be subject to optional or mandatory redemption prior to maturity at the times and prices and in the manner as determined by the Finance Director at the time of sale of the Bonds.

The Finance Director is hereby authorized to select a bank or trust company as transfer agent for the Bonds (the "Transfer Agent") or, if the purchaser of the Bonds does not require a third party transfer agent, to appoint an officer of the City as Transfer Agent. The Finance Director is hereby authorized to execute an agreement with the Transfer Agent on behalf of the City. The City reserves the right to replace the Transfer Agent at any time upon written notice to the registered owners of record of the Bonds not less than sixty (60) days prior to an interest payment date.

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Finance Director is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form, and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing. If the Bonds are not held in book-entry form through DTC then, if acceptable to the purchaser of the Bonds, the Bonds may be issued in the form of a single fully-registered, nonconvertible bond of the denomination of the principal sum issued, and principal of and interest on the Bonds shall be payable by check drawn by Transfer Agent and mailed to the registered owner or by wire transfer or other method of payment determined by agreement with the purchaser of the Bonds. Otherwise, the principal of the Bonds shall be payable upon presentation and surrender at the designated office of the Transfer Agent, and interest on the Bonds shall be payable by check drawn on the Transfer Agent mailed to the registered owner at the registered address, as shown on the registration books of the City maintained by the Transfer Agent, or other method of payment to the registered owner which conforms with market practice at the time of payment. Interest shall be payable to the person who is the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Notwithstanding the foregoing, if the Bonds are held in book-entry form by DTC, payment shall be made in the manner prescribed by DTC.

The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the

Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the Bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

If in the future the City calls Bonds for redemption prior to maturity, then official notice of redemption shall be given by the Transfer Agent on behalf of the City unless receipt of notice is waived by any registered owner of Bonds to be redeemed. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date. In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk, and the corporate seal of the City shall be manually impressed or a facsimile thereof shall be printed on the Bonds. No Bond authorized under this resolution shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from either the Finance Director or the Treasurer of the City upon payment of the purchase price for the Bonds in accordance with the Bond Purchase Agreement for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

3. Limited Tax Full Faith and Credit Pledge. The City expressly and irrevocably pledges its full faith and credit for the prompt and timely payment of the principal of and interest on the Bonds. The Bonds shall be payable, as a first budget obligation, from the general fund of the City, and the City shall levy annually ad valorem taxes on all the taxable property in the City which, taking into consideration estimated delinquencies in tax collections, shall be fully sufficient to pay the principal and interest on the Bonds, provided, however, that if at the time of making any such tax levy there shall be other legally available funds for the payment of principal of and interest on the Bonds, then credit therefor may be taken against the levy for payment of the Bonds. The levy shall be subject to constitutional, statutory and charter tax rate limitations.

4. Bond Form. The Bonds shall be substantially in the following form with such changes as may be necessary to conform the Bonds to the final terms of sale:

[FORM OF BOND TO BE COMPLETED AFTER BOND SALE]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF SHIAWASSEE
CITY OF OWOSSO
GENERAL OBLIGATION LIMITED TAX REFUNDING BOND, SERIES 2021

Interest Rate Date of Maturity Date of Original Issue CUSIP

Registered Owner:

Principal Amount:

The CITY OF OWOSSO, County of Shiawassee, State of Michigan (the “City”), acknowledges itself to owe and for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [date] and semiannually thereafter. Principal of this bond is payable at the designated office of [transfer agent], Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the fifteenth (15th) day of the month prior to each interest payment date, the registered owner of record, at the registered address.

This bond is one of a series of bonds of even Date of Original Issue, aggregating the principal sum of [\$amount] for the purpose of refunding certain outstanding bonds of the City. This bond was issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a resolution adopted by the City Council of the City on [date].

The limited tax full faith, credit and resources of the City are pledged for the payment of the bonds of this issue, and the City has pledged that it shall pay the principal of and interest on the bonds of this issue as they mature as a first budget obligation from its general fund and, after taking into account funds which the City may have legally available for payment of principal of and interest on the bonds of this issue, shall levy annually ad valorem taxes on all taxable property in the City sufficient to pay the principal of and interest on the bonds of this issue subject to applicable constitutional, statutory and charter tax rate limitations.

Bonds of this issue maturing on or prior to [date] are not subject to redemption prior to maturity.

Bonds or portions of bonds in multiples of \$5,000 of this issue maturing on or after [date] shall be subject to redemption prior to maturity without a premium, at the option of the City, in such order as the City shall determine and within any maturity by lot, on any date on or after [date], at par plus accrued interest to the date fixed for redemption.

[INSERT MANDATORY REDEMPTION PROVISIONS
IF TERM BONDS ARE SOLD]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner of record a new bond of the same maturity and in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given by the Transfer Agent to each registered owner of bonds or portions thereof to be redeemed by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner of record as shown on the registration books of the City kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000, and bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bonds by \$5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in the same aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof with the same interest rate and maturity. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bonds or portion thereof.

Any bond may be transferred by the person in whose name it is registered, in person or by the Registered Owner's duly authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the bondholder requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required to issue, register the transfer of, or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing.

It is hereby certified and recited that all acts, conditions and things required by law to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of which this is one, in order to make them valid and binding obligations of the City have been done, exist and have happened in regular and due form and time as provided by law, and that the

total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory, or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its Council, has caused this bond to be signed in the name of the City by [the facsimile signatures of] its Mayor and Clerk, and a facsimile of its corporate seal to be [manually impressed/printed] hereon, all as of the Date of Original Issue.

CITY OF OWOSSO
County of Shiawassee, State of Michigan

By [_____ signature _____]
Mayor

(Seal)

Countersigned:

By [_____ signature _____]
City Clerk

[STANDARD FORMS OF
TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION
AND ASSIGNMENT TO APPEAR IN COMPLETED BOND]

5. Debt Retirement Fund. The Finance Director or Treasurer is authorized and directed to open a separate depository or trust account with a bank or trust company to be designated as the GENERAL OBLIGATION LIMITED TAX BOND SERIES 2021 DEBT RETIREMENT FUND (the “Debt Retirement Fund”). The Debt Retirement Fund may be pooled or combined with other debt retirement funds for issues of bonds of like character as provided by Act 34 or other state law. An amount sufficient to assure timely payment of the principal of and interest on the Bonds shall be transferred each year from the general fund of the City or other funds legally available therefor into the Debt Retirement Fund. The moneys deposited in the Debt Retirement Fund shall be specifically earmarked and used solely for the purpose of paying the principal of and interest on the Bonds and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended. The accrued interest and premium, if any, received upon delivery of the Bonds shall also be deposited in the Debt Retirement Fund except as otherwise provided in Section 7 of this Resolution.

In the event a deposit of trust is made of cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Bonds, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest of the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

6. Escrow Fund. The Finance Director shall designate a bank or trust company to serve as escrow trustee (the “Escrow Trustee”). In order to secure payment of the Prior Bonds being refunded, the City will enter into an Escrow Agreement with the Escrow Trustee (the “Escrow Agreement”) which shall provide for the creation of a fund for the deposit of proceeds of the Bonds and other funds available to the City (the “Escrow Fund”). The Escrow Agreement shall irrevocably direct the Escrow Trustee to hold the Escrow Fund in trust for the payment of the principal of and interest on the portion of the Prior Bonds being paid from the Escrow Fund, and shall irrevocably direct the Escrow Trustee to take all necessary steps to call for redemption of any Prior Bonds specified by the Finance Director upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by the City on which the Prior Bonds may be called for redemption. The Finance Director is authorized to execute and deliver the Escrow Agreement.

The Finance Director is authorized to purchase, or cause to be purchased, escrow securities, including, but not limited to, United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund, and to retain a bidding agent to assist in the purchase of any escrow securities other than SLGS.

The Finance Director is authorized to transfer monies from the debt retirement fund for the Prior Bonds to the Escrow Fund, to be invested as provided in the Escrow Agreement and to be used to pay principal and interest on the Prior Bonds being refunded, and to transfer any

amount necessary to enable the interest on the Bonds and Prior Bonds to be, or continue to be, excluded from gross income for federal income tax purposes as determined by bond counsel.

The Finance Director is hereby authorized, at her discretion, to select an independent certified public accountant to serve as verification agent to verify that the securities and cash to be deposited to the Escrow Fund will be sufficient to provide, at the times and in the amounts required, sufficient moneys to pay the principal of and interest on the Prior Bonds being refunded as they become due.

7. Deposit of Bond Proceeds. Upon receipt of the proceeds of sale of the Bonds, the accrued interest and premium, if any, shall be deposited in the Debt Retirement Fund and used to pay interest on the Bonds on the first interest payment date, provided, however, that at the discretion of the Finance Director, all or a portion of any premium received upon delivery of the Bonds may be deposited in the Escrow Fund.

Upon delivery of the Bonds, there shall be deposited to the Escrow Fund from Bond proceeds monies which may be invested as described in the Escrow Agreement and which shall be used by the Escrow Trustee solely to pay the principal of and interest on the Prior Bonds being refunded. The City shall deposit to the Escrow Fund from bond proceeds and other monies available to the City an amount which, together with the investment proceeds to be received thereon, will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds being refunded as they become due pursuant to maturity or the call for redemption.

At the option of the Finance Director, all or a portion of the costs of the issuance of the Bonds may be paid from funds established for that purpose in the Escrow Agreement. Any proceeds of the Bonds remaining after payment of costs of issuance and costs of refunding the Prior Bonds shall be transferred to the Debt Retirement Fund.

8. Tax Covenant. The City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds and Prior Bonds pursuant to the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") in such a manner as to cause the Bonds or Prior Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Bonds and Prior Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City on the date of delivery of the Bonds.

The Finance Director is authorized on behalf of the City to designate the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the Internal Revenue Code if the Bonds qualify under the Internal Revenue Code. Any such designation shall be evidenced by execution of the Non-Arbitrage and Tax Compliance Certificate or other document to be delivered by the Finance Director in connection with delivery of the Bonds.

9. Sale of Bonds to be Negotiated. The City Council hereby determines to sell the Bonds at a negotiated sale instead of a competitive sale for the reason that a negotiated sale will permit the City to enter the market on short notice at a point in time which appears to be most advantageous, and thereby possibly obtain a lower rate of interest on the Bonds and the most favorable price for purchase of securities to be escrowed for payment of the Prior Bonds to be refunded.

10. Appointment of Underwriter. Robert W. Baird & Co. Incorporated is hereby named as senior managing underwriter for the Bonds. The City reserves the right to name additional co-managers and/or to develop a selling group. By adoption of this resolution the City assumes no obligations or liability to the Underwriter for any loss or damage that may result to the Underwriter from the adoption of this resolution, and all costs and expenses incurred by the Underwriter in preparing for sale of the Bonds shall be paid from the proceeds of the Bonds, if the Bonds are issued, except as may be otherwise provided in the Bond Purchase Agreement to be signed by the City at the time of sale of the Bonds.

Alternatively, if the Finance Director determines that instead of selling the Bonds to an underwriter it is in the best interests of the City to solicit proposals through a negotiated sale or private placement with a qualified bank or other sophisticated institutional investor, then Robert W. Baird & Co. Incorporated is hereby named as placement agent.

11. Bond Counsel. The City hereby requests Miller, Canfield, Paddock and Stone, P.L.C. to continue as bond counsel to the City for the Bonds. The City Council acknowledges that Miller, Canfield, Paddock and Stone, P.L.C. occasionally represents various municipal bond underwriters, banks, and financial institutions, any of which might offer to purchase the Bonds, in connection with matters unrelated to issuance of the Bonds by the City.

12. Municipal Bond Ratings or Insurance. The Finance Director is hereby authorized to apply for bond ratings from such municipal bond rating agencies as deemed appropriate, in consultation with the Underwriter. If the Underwriter recommends that the City consider purchase of municipal bond insurance, then the Finance Director is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and, in consultation with the Underwriter, to select an insurer and determine which Bonds, if any, shall be insured.

13. Preliminary Official Statement. The Finance Director is authorized to approve circulation of a Preliminary Official Statement describing the Bonds and to deem such Preliminary Official Statement “final” for purposes of compliance with Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”). If the Bonds are sold by private placement then the Authorized Officer is hereby authorized on behalf of the City to approve circulation to potential purchasers of a term sheet, request for bids, sales memorandum, offering circular or other document describing the City, the Bonds and the security for payment of the Bonds.

14. Sale of Bonds - Parameters. The Finance Director is hereby authorized, on behalf of the City, subject to the provisions and limitations of this resolution, to negotiate sale of the Bonds and to accept an offer to purchase the Bonds without further resolution of this City Council, and to sign a bond purchase agreement, bond placement agreement, or other document

awarding sale of the Bonds. This authorization includes, but is not limited to, determination of original principal amount of the Bonds; the prices at which the Bonds are sold; the date of the Bonds; the schedule of principal maturities and whether the Bonds shall mature serially or as term bonds; the provisions for early redemption including mandatory redemption of term bonds, if any; and the interest rates and payment dates of the Bonds, application of the proceeds of the Bonds; transfer of balances, if any, from the debt retirement funds for the Prior Bonds to the Escrow Fund; and purchase of securities for the Escrow Fund.

The Bonds shall not be sold unless the net present value of the principal and interest to be paid on the Bonds, including the cost of issuance, is less than the net present value of the principal and interest to be paid on the Prior Bonds being refunded. The purchase price for the Bonds, exclusive of any original issue discount or premium, shall not be less than 97.00% of the principal amount of the Bonds, plus accrued interest, if any. The underwriter's discount shall not exceed 1.25% of the par amount of the Bonds. In making such determinations the Finance Director is authorized to rely upon data and computer runs provided by the Underwriter or placement agent.

Approval of the matters delegated to the Finance Director under this resolution may be evidenced by execution of a sale order, bond purchase agreement, or official statement.

15. Final Official Statement; Continuing Disclosure Undertaking. After sale of the Bonds, the Finance Director is authorized to prepare, execute and deliver a final Official Statement describing the Bonds and a written continuing disclosure undertaking in order to enable the underwriters of the Bonds to comply with the requirements of Rule 15c2-12.

16. Actions by Officers of the City. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate issuance and sale of the Bonds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient in accordance with this resolution, and to pay costs of issuance including but not limited to purchase of bond insurance, transfer agent fees, escrow trustee fees, verification agent fees, bidding agent fees, bond counsel fees, rating agency fees, costs of printing the Bonds and the preliminary and final official statements, and any other costs necessary to accomplish sale and delivery of the Bonds. In the event that the Finance Director is not available to undertake responsibilities delegated to her under this resolution, then the City Manager, or another person designated by the Finance Director or the City Manager, is authorized to take such actions.

17. Conflicting Resolutions. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of City of Owosso, State of Michigan, at a Regular Meeting on April 5, 2021, at 7:30 p.m. Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution: _____
_____ and that the following Members voted against adoption of said resolution: _____.

City Clerk

**City of Owosso
County of Shiawassee, State of Michigan**

**RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS**

A RESOLUTION TO APPROVE:

- Issuance of Bonds produce net present value savings through refunding voted bonds issued to pay costs of street improvements;
- Appointment of Robert W. Baird & Co. as Underwriter;
- Finance Director to sell Bonds without further Council action;
- Other matters necessary to sell and deliver the Bonds.

WHEREAS, the City of Owosso, County of Shiawassee, State of Michigan (the “City”) has previously issued bonds approved by the voters to pay costs of street improvements including the 2010 Unlimited Tax General Obligation Bonds dated September 29, 2010, the 2013 Unlimited Tax General Obligation Bonds dated December 27, 2013, the 2017 Unlimited Tax General Obligation Bonds dated June 30, 2017, and the 2018 Unlimited Tax General Obligation Bonds dated December 28, 2018 (collectively, the “Prior Bonds”); and

WHEREAS, Robert W. Baird & Co., Incorporated (the “Underwriter”) has advised the City that it may be able to accomplish a net savings of debt service costs by refunding all or a portion of the outstanding Prior Bonds through the issuance of refunding bonds; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”) permits the City to issue refunding bonds for the purpose of refunding part of the funded indebtedness of the City, if the refunding would result in net present value savings; and

WHEREAS, the City Council wishes to authorize the Finance Director to sell and deliver and receive payment for the refunding bonds without the necessity of the City Council taking further action prior to sale and delivery of the refunding bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bond Issuance. If, upon the advice of the Underwriter, refunding all or a portion of the Prior Bonds would accomplish a net savings of debt service costs, then Bonds of the City shall be issued in one or more series in the aggregate principal amount of not to exceed Eleven Million Dollars (\$11,000,000) (the “Bonds”) for the purpose of paying costs of refunding all or a portion of the Prior Bonds including payment of legal, financial and other expenses incident thereto. The Bonds shall be designated as the UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 with any additional or revised designations as determined by the Finance Director to reflect the sequence and the year in which the Bonds will be sold or delivered, or to otherwise distinguish the Bonds from other series or other bonds issued by the City.

2. Bond Details. The Bonds shall consist of Bonds in fully-registered form of the denomination of \$5,000, or integral multiples thereof, numbered as determined by the Transfer

Agent (as hereinafter defined). The Bonds shall bear interest at the rates determined upon sale of the Bonds within the parameters provided by this resolution. The Bonds shall mature as serial or term bonds and be payable as to principal and interest at the times and in the manner as determined by the Finance Director at the time of sale of the Bonds. The Bonds shall be dated as of the date of delivery thereof, or such other date as determined by the Finance Director upon sale of the Bonds.

Principal of the Bonds shall be payable annually on May 1 or on such other date as determined by the Finance Director at the time of sale of the Bonds. The Bonds shall bear interest at the rates determined upon sale of the Bonds within the parameters provided by this resolution, payable semiannually on November 1st and May 1st of each year, beginning on the date determined upon sale of the Bonds.

The Bonds may be subject to optional or mandatory redemption prior to maturity at the times and prices and in the manner as determined by the Finance Director at the time of sale of the Bonds.

The Finance Director is hereby authorized to select a bank or trust company as transfer agent for the Bonds (the "Transfer Agent") or, if the purchaser of the Bonds does not require a third party transfer agent, to appoint an officer of the City as Transfer Agent. The Finance Director is hereby authorized to execute an agreement with the Transfer Agent on behalf of the City. The City reserves the right to replace the Transfer Agent at any time upon written notice to the registered owners of record of the Bonds not less than sixty (60) days prior to an interest payment date.

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the Finance Director is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form, and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing. If the Bonds are not held in book-entry form through DTC then, if acceptable to the purchaser of the Bonds, the Bonds may be issued in the form of a single fully-registered, nonconvertible bond of the denomination of the principal sum issued, and principal of and interest on the Bonds shall be payable by check drawn by Transfer Agent and mailed to the registered owner or by wire transfer or other method of payment determined by agreement with the purchaser of the Bonds. Otherwise, the principal of the Bonds shall be payable upon presentation and surrender at the designated office of the Transfer Agent, and interest on the Bonds shall be payable by check drawn on the Transfer Agent mailed to the registered owner at the registered address, as shown on the registration books of the City maintained by the Transfer Agent, or other method of payment to the registered owner which conforms with market practice at the time of payment. Interest shall be payable to the person who is the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Notwithstanding the foregoing, if the Bonds are held in book-entry form by DTC, payment shall be made in the manner prescribed by DTC.

The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the Bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

If in the future the City calls Bonds for redemption prior to maturity, then official notice of redemption shall be given by the Transfer Agent on behalf of the City unless receipt of notice is waived by any registered owner of Bonds to be redeemed. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date. In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Bonds shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk, and the corporate seal of the City shall be manually impressed or a facsimile thereof shall be printed on the Bonds. No Bond authorized under this resolution shall be valid until authenticated by an authorized representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from either the Finance Director or the Treasurer of the City upon payment of the purchase price for the Bonds in accordance with the Bond Purchase Agreement for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Transfer Agent for safekeeping.

3. Unlimited Tax Full Faith and Credit Pledge. The City expressly and irrevocably pledges its unlimited tax full faith and credit for the prompt payment of the Bonds. The Bonds are payable out of the City's Debt Retirement Fund created under Section 5 of this resolution, and in order to make such payment, the City is required each year to levy taxes on all taxable property within the boundaries of the City for such payment, without limitation as to either rate or amount.

4. Bond Form. The Bonds shall be substantially in the following form with such changes as may be necessary to conform the Bonds to the final terms of sale:

[FORM OF BOND TO BE COMPLETED AFTER BOND SALE]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF SHIAWASSEE
CITY OF OWOSSO
UNLIMITED TAX GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

Interest Rate Date of Maturity Date of Original Issue CUSIP

Registered Owner:

Principal Amount:

The CITY OF OWOSSO, County of Shiawassee, State of Michigan (the “City”), acknowledges itself to owe and for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on [date] and semiannually thereafter. Principal of this bond is payable at the designated office of [transfer agent], Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who or which is as of the fifteenth (15th) day of the month prior to each interest payment date, the registered owner of record, at the registered address.

This bond is one of a series of bonds of even Date of Original Issue, aggregating the principal sum of [\$amount] for the purpose of refunding certain outstanding bonds of the City. This bond was issued under and in pursuance of the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a resolution adopted by the City Council of the City on [date]. The bonds being refunded were issued for the purpose of paying costs of acquiring and constructing street improvements in pursuance of the vote of the qualified electors of the City voting thereon at the general elections held on November 4, 2008 and November 8, 2016.

For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged. This bond is payable out of the City’s Debt Retirement Fund for this issue, and in order to make such payment, the City is required each year

to levy taxes on all taxable property within the boundaries of the City for such payment, without limitation as to either rate or amount.

Bonds of this issue maturing on or prior to [date] are not subject to redemption prior to maturity.

Bonds or portions of bonds in multiples of \$5,000 of this issue maturing on or after [date] shall be subject to redemption prior to maturity without a premium, at the option of the City, in such order as the City shall determine and within any maturity by lot, on any date on or after [date], at par plus accrued interest to the date fixed for redemption.

[INSERT MANDATORY REDEMPTION PROVISIONS
IF TERM BONDS ARE SOLD]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent upon presentation of the bond called in part for redemption shall register, authenticate and deliver to the registered owner of record a new bond of the same maturity and in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given by the Transfer Agent to each registered owner of bonds or portions thereof to be redeemed by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the registered owner at the address of the registered owner of record as shown on the registration books of the City kept by the Transfer Agent. Bonds shall be called for redemption in multiples of \$5,000, and bonds of denominations of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bonds by \$5,000, and such bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that, upon surrender of the bond to be redeemed, a new bond or bonds in the same aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof with the same interest rate and maturity. No further interest on bonds or portions of bonds called for redemption shall accrue after the date fixed for redemption, whether the bonds have been presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the bonds or portion thereof.

Any bond may be transferred by the person in whose name it is registered, in person or by the Registered Owner's duly authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the bondholder requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required to issue, register the transfer of, or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing.

It is hereby certified and recited that all acts, conditions and things required by law to be done, exist and happen, precedent to and in the issuance of this bond and the series of bonds of

which this is one, in order to make them valid and binding obligations of the City have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory, or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its Council, has caused this bond to be signed in the name of the City by [the facsimile signatures of] its Mayor and Clerk, and a facsimile of its corporate seal to be [manually impressed/printed] hereon, all as of the Date of Original Issue.

CITY OF OWOSSO
County of Shiawassee, State of Michigan

By [_____ signature _____]
Mayor

(Seal)

Countersigned:

By [_____ signature _____]
City Clerk

[STANDARD FORMS OF
TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION
AND ASSIGNMENT TO APPEAR IN COMPLETED BOND]

5. Debt Retirement Fund. The Finance Director or Treasurer is authorized and directed to open a separate depository or trust account with a bank or trust company to be designated as the UNLIMITED TAX GENERAL OBLIGATION BOND SERIES 2021 DEBT RETIREMENT FUND (the "Debt Retirement Fund"). Any monies in the debt retirement funds for the Prior Bonds which are not used to pay principal and interest on the Prior Bonds shall be transferred to the Debt Retirement Fund. The Debt Retirement Fund may be pooled or combined with other debt retirement funds for issues of bonds of like character as provided by Act 34 or other state law. The City hereby pledges its unlimited tax full faith and credit for the prompt payment of the Bonds. All proceeds from taxes levied for the Debt Retirement Fund shall be deposited into the Debt Retirement Fund as collected. Commencing with the year 2021 there shall continue to be levied upon the tax rolls of the City for the purpose of the Debt Retirement Fund each year, in the manner required by the provisions of Act 34, Public Acts of Michigan, 2001, as amended, an amount sufficient so that the estimated collection therefrom will be sufficient to promptly pay, when due, the principal of and interest on the Bonds becoming due prior to the next annual tax levy; provided, however, that if at the time of making any such annual tax levy there shall be other funds available or surplus moneys on hand in the Debt Retirement Fund for the payment of principal of and interest on the Bonds, then credit therefor may be taken against such annual levy for the Debt Retirement Fund. The moneys deposited in the Debt Retirement Fund shall be specifically earmarked and used solely for the purpose of paying the principal of and interest on the Bonds and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended. The accrued interest and premium, if any, received upon delivery of the Bonds shall also be deposited in the Debt Retirement Fund except as otherwise provided in Section 7 of this Resolution.

In the event a deposit of trust is made of cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on the Bonds, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest of the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

6. Escrow Fund. The Finance Director shall designate a bank or trust company to serve as escrow trustee (the "Escrow Trustee"). In order to secure payment of the Prior Bonds being refunded, the City will enter into an Escrow Agreement with the Escrow Trustee (the "Escrow Agreement") which shall provide for the creation of a fund for the deposit of proceeds of the Bonds and other funds available to the City (the "Escrow Fund"). The Escrow Agreement shall irrevocably direct the Escrow Trustee to hold the Escrow Fund in trust for the payment of the principal of and interest on the portion of the Prior Bonds being paid from the Escrow Fund, and shall irrevocably direct the Escrow Trustee to take all necessary steps to call for redemption of any Prior Bonds specified by the Finance Director upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by the City on which the

Prior Bonds may be called for redemption. The Finance Director is authorized to execute and deliver the Escrow Agreement.

The Finance Director is authorized to purchase, or cause to be purchased, escrow securities, including, but not limited to, United States Treasury Obligations – State and Local Government Series (SLGS), in an amount sufficient to fund the Escrow Fund, and to retain a bidding agent to assist in the purchase of any escrow securities other than SLGS.

The Finance Director is authorized to transfer monies from the debt retirement funds for the Prior Bonds to the Escrow Fund, to be invested as provided in the Escrow Agreement and to be used to pay principal and interest on the Prior Bonds being refunded, and to transfer any amount necessary to enable the interest on the Bonds and Prior Bonds to be, or continue to be, excluded from gross income for federal income tax purposes as determined by bond counsel.

The Finance Director is hereby authorized, at her discretion, to select an independent certified public accountant to serve as verification agent to verify that the securities and cash to be deposited to the Escrow Fund will be sufficient to provide, at the times and in the amounts required, sufficient moneys to pay the principal of and interest on the Prior Bonds being refunded as they become due.

7. Deposit of Bond Proceeds. Upon receipt of the proceeds of sale of the Bonds, the accrued interest and premium, if any, shall be deposited in the Debt Retirement Fund and used to pay interest on the Bonds on the first interest payment date, provided, however, that at the discretion of the Finance Director, all or a portion of any premium received upon delivery of the Bonds may be deposited in the Escrow Fund.

Upon delivery of the Bonds, there shall be deposited to the Escrow Fund from Bond proceeds monies which may be invested as described in the Escrow Agreement and which shall be used by the Escrow Trustee solely to pay the principal of and interest on the Prior Bonds being refunded. The City shall deposit to the Escrow Fund from bond proceeds and other monies available to the City an amount which, together with the investment proceeds to be received thereon, will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds being refunded as they become due pursuant to maturity or the call for redemption.

At the option of the Finance Director, all or a portion of the costs of the issuance of the Bonds may be paid from funds established for that purpose in the Escrow Agreement. Any proceeds of the Bonds remaining after payment of costs of issuance and costs of refunding the Prior Bonds shall be transferred to the Debt Retirement Fund.

8. Tax Covenant. The City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds and Prior Bonds pursuant to the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”) in such a manner as to cause the Bonds or Prior Bonds to be “arbitrage bonds” within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on the Bonds and Prior Bonds from gross income for federal income tax purposes,

including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City on the date of delivery of the Bonds.

The Finance Director is authorized on behalf of the City to designate any series of the Bonds as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions under the Internal Revenue Code if the series of Bonds qualifies under the Internal Revenue Code. Any such designation shall be evidenced by execution of the Non-Arbitrage and Tax Compliance Certificate or other document to be delivered by the Finance Director in connection with delivery of the Bonds.

9. Sale of Bonds to be Negotiated. The City Council hereby determines to sell the Bonds at a negotiated sale instead of a competitive sale for the reason that a negotiated sale will permit the City to enter the market on short notice at a point in time which appears to be most advantageous, and thereby possibly obtain a lower rate of interest on the Bonds and the most favorable price for purchase of securities to be escrowed for payment of the Prior Bonds to be refunded.

10. Appointment of Underwriter. Robert W. Baird & Co. Incorporated is hereby named as senior managing underwriter for the Bonds. The City reserves the right to name additional co-managers and/or to develop a selling group. By adoption of this resolution the City assumes no obligations or liability to the Underwriter for any loss or damage that may result to the Underwriter from the adoption of this resolution, and all costs and expenses incurred by the Underwriter in preparing for sale of the Bonds shall be paid from the proceeds of the Bonds, if the Bonds are issued, except as may be otherwise provided in the Bond Purchase Agreement to be signed by the City at the time of sale of the Bonds.

Alternatively, if the Finance Director determines that instead of selling the Bonds to an underwriter it is in the best interests of the City to solicit proposals through a negotiated sale or private placement with a qualified bank or other sophisticated institutional investor, then Robert W. Baird & Co. Incorporated is hereby named as placement agent. If the Bonds are sold by private placement and the placement agent recommends that the City sell the Bonds without obtaining a rating, then the Finance Director is authorized to request any necessary waivers or approvals from the State of Michigan Department of Treasury.

11. Bond Counsel. The City hereby requests Miller, Canfield, Paddock and Stone, P.L.C. to continue as bond counsel to the City for the Bonds. The City Council acknowledges that Miller, Canfield, Paddock and Stone, P.L.C. occasionally represents various municipal bond underwriters, banks, and financial institutions, any of which might offer to purchase the Bonds, in connection with matters unrelated to issuance of the Bonds by the City.

12. Municipal Bond Ratings or Insurance. The Finance Director is hereby authorized to apply for bond ratings from such municipal bond rating agencies as deemed appropriate, in consultation with the Underwriter. If the Underwriter recommends that the City consider purchase of municipal bond insurance, then the Finance Director is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and, in

consultation with the Underwriter, to select an insurer and determine which Bonds, if any, shall be insured.

13. Preliminary Official Statement. The Finance Director is authorized to approve circulation of a Preliminary Official Statement describing the Bonds and to deem such Preliminary Official Statement “final” for purposes of compliance with Securities and Exchange Commission Rule 15c2-12 (“Rule 15c2-12”). If the Bonds are sold by private placement then the Authorized Officer is hereby authorized on behalf of the City to approve circulation to potential purchasers of a term sheet, request for bids, sales memorandum, offering circular or other document describing the City, the Bonds and the security for payment of the Bonds.

14. Sale of Bonds - Parameters. The Finance Director is hereby authorized, on behalf of the City, subject to the provisions and limitations of this resolution, to negotiate sale of the Bonds and to accept an offer to purchase the Bonds without further resolution of this City Council, and to sign a bond purchase agreement, bond placement agreement, or other document awarding sale of the Bonds. This authorization includes, but is not limited to, determination of original principal amount of the Bonds; the prices at which the Bonds are sold; the date of the Bonds; the schedule of principal maturities and whether the Bonds shall mature serially or as term bonds; the provisions for early redemption including mandatory redemption of term bonds, if any; and the interest rates and payment dates of the Bonds, application of the proceeds of the Bonds; transfer of balances, if any, from the debt retirement funds for the Prior Bonds to the Escrow Fund; and purchase of securities for the Escrow Fund.

The Bonds shall not be sold unless the net present value of the principal and interest to be paid on the Bonds, including the cost of issuance, is less than the net present value of the principal and interest to be paid on the Prior Bonds being refunded. The purchase price for the Bonds, exclusive of any original issue discount or premium, shall not be less than 97.00% of the principal amount of the Bonds, plus accrued interest, if any. The underwriter’s discount shall not exceed 1.25% of the par amount of the Bonds. In making such determinations the Finance Director is authorized to rely upon data and computer runs provided by the Underwriter or placement agent.

Approval of the matters delegated to the Finance Director under this resolution may be evidenced by execution of a sale order, bond purchase agreement, or official statement.

15. Final Official Statement; Continuing Disclosure Undertaking. After sale of the Bonds, the Finance Director is authorized to prepare, execute and deliver a final Official Statement describing the Bonds and a written continuing disclosure undertaking in order to enable the underwriters of the Bonds to comply with the requirements of Rule 15c2-12.

16. Actions by Officers of the City. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and convenient to facilitate issuance and sale of the Bonds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient in accordance with this resolution, and to pay costs of issuance including but not limited to purchase of bond insurance, transfer agent fees, escrow trustee fees, verification agent fees, bidding agent fees, bond counsel fees, rating agency fees, costs of printing the Bonds and the preliminary and final

official statements, and any other costs necessary to accomplish sale and delivery of the Bonds. In the event that the Finance Director is not available to undertake responsibilities delegated to her under this resolution, then the City Manager, or another person designated by the Finance Director or the City Manager, is authorized to take such actions.

17. Conflicting Resolutions. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of City of Owosso, State of Michigan, at a Regular Meeting on April 5, 2021, at 7:30 p.m. Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____
_____ and that the following Members were absent:
_____.

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution: _____
_____ and that the following Members voted against adoption of said resolution: _____.

City Clerk

Current Total Debt Service						2020 TV -Debt Millage (using as example)	Est Taxpayer's annual cost Based on \$50,000 TV Home	Estimated NEW Refunding Total Debt Service						2020 TV -Debt Millage (using as example)	Est Taxpayer's annual cost REFUNDED Based on \$50,000 TV Home
FY ending 6-30	2010	2013	2017	2018	Total Pymt	275,926,023		FY ending 6-30	2010	2013	2017	2018	Total Pymt	275,926,023	
2022	86,908	82,249	343,568	382,240	894,964	3.24	162	2022	71,800	66,600	316,200	327,000	781,600	2.83	142
2023	84,493	84,898	339,773	381,398	890,560	3.23	161	2023	74,800	70,000	309,000	325,400	779,200	2.82	141
2024	81,988	82,423	340,633	380,203	885,245	3.21	160	2024	72,600	68,200	311,800	328,600	781,200	2.83	142
2025	79,393	84,824	336,050	378,645	878,911	3.19	159	2025	70,400	71,400	304,200	326,400	772,400	2.80	140
2026	76,723	82,101	331,115	381,715	871,654	3.16	158	2026	68,200	69,400	301,600	329,000	768,200	2.78	139
2027	78,878	84,255	330,710	379,125	872,968	3.16	158	2027	66,000	72,400	298,800	326,200	763,400	2.77	138
2028	75,871	81,285	324,710	376,135	858,001	3.11	155	2028	63,800	65,200	295,800	323,200	748,000	2.71	136
2029	72,816	83,191	318,110	377,615	851,733	3.09	154	2029	61,600	68,200	287,600	325,000	742,400	2.69	135
2030	69,713	79,974	320,910	378,490	849,086	3.08	154	2030	59,400	66,000	289,400	326,400	741,200	2.69	134
2031	66,576	76,756	323,160	373,870	840,363	3.05	152	2031	57,200	63,800	290,800	322,400	734,200	2.66	133
2032		73,539	314,840	373,800	762,179	2.76	138	2032		61,600	286,800	318,200	666,600	2.42	121
2033		75,198	306,260	368,213	749,670	2.72	136	2033		59,400	277,600	313,800	650,800	2.36	118
2034		71,733	297,550	367,293	736,575	2.67	133	2034		57,200	268,400	314,200	639,800	2.32	116
2035			288,710	365,838	654,548	2.37	119	2035			259,200	314,200	573,400	2.08	104
2036			299,740	363,838	663,578	2.40	120	2036			270,000	308,800	578,800	2.10	105
2037			289,940	356,128	646,068	2.34	117	2037			260,000	303,200	563,200	2.04	102
2038				353,055	353,055	1.28	64	2038				297,400	297,400	1.08	54
2039				349,405	349,405	1.27	63	2039				296,400	296,400	1.07	54
	773,356	1,042,424	5,105,778	6,687,003	13,608,560		\$ 2,466		665,800	859,400	4,627,200	5,725,800	11,878,200		\$ 2,152



MEMORANDUM

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

DATE: March 30, 2021

TO: Owosso City Council

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

SUBJECT: Downtown Electric Vehicle Charging Station Easement Approval

RECOMMENDATION:

Approval the Consumers Power easement request for the updating of the electric transformer associated with the installation of the downtown electrical vehicle charging stations located in Main Street Plaza.

BACKGROUND:

In January 2020, OMS/DDA was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station. This grant covers over 80% of the purchase & installation costs. OMS/DDA via the City's Revolving Loan Fund has paid for the remaining 20% of project costs.

As part of the installation, Consumers Power is replacing the transformer near the location of the installation site (Main Street Plaza). This location currently holds the old/obsolete transformer that was used for the former hotel building that was on the corner of Washington & Main Streets. Consumers Power will be replacing the current transformer with a new one that can meet the needs for the charging

The replacement of the transformer requires as easement for that location. All easement information is attached to this memo for City Council review.

stations.

FISCAL IMPACTS:

None.

RESOLUTION NO. #####

**RESOLUTION AUTHORIZING
THE APPROVAL OF DOWNTOWN ELECTRIC VEHICLE CHARGING STATION EASEMENT**

WHEREAS, In January 2020, OMS/DDA was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station. This grant covers over 80% of the purchase & installation costs. OMS/DDA via the City's Revolving Loan Fund has paid for the remaining 20% of project costs.

WHEREAS, Consumers Power is replacing the transformer near the location of the installation site (Main Street Plaza). This location currently holds the old/obsolete transformer that was used for the former hotel building that was on the corner of Washington & Main Streets. Consumers Power will be replacing the current transformer with a new one that can meet the needs for the charging

WHEREAS, The replacement of the transformer requires as easement for that location.

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

FIRST: The City of Owosso approves easement at 102 S. Washington Street for the installation of the transformer associated with the downtown electric vehicle charging stations.

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916065160
SAP# 1055808199
Design# 11206535
Agreement# MI00000053954

CITY OF OWOSSO, a Michigan municipal corporation, whose address is 102 South Washington Street, Owosso, Michigan 48867 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Owosso, County of Shiawassee, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____ Owner: CITY OF OWOSSO, a Michigan municipal corporation

By:
Its:

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,

on _____ by _____, of City of _____
Date

Owosso, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:
Ashley Shoup #128-24
Consumers Energy Company
530 W Willow Street
Lansing MI 48909

Prepared By: Revised 3/22/2021
Cristi Banks 1/15/2021
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE
ONLY
Return recorded instrument to:
Carrie J. Main, EP7-287
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Owosso, County of Shiawassee, State of Michigan:

The East 87.32 feet of Lots 3 and 4, EXCEPT the South 20.00 feet of Lot 3, Block 26, of the Original Plat of the City of Owosso, in part of the Northeast 1/4 of Section 24, Town 7 North, Range 2 East, according to the recorded plat thereof, as recorded in Liber B of Plats, Page 411D, Shiawassee County Records.

Also known as: 102 South Washington Street, Owosso, Michigan 48867

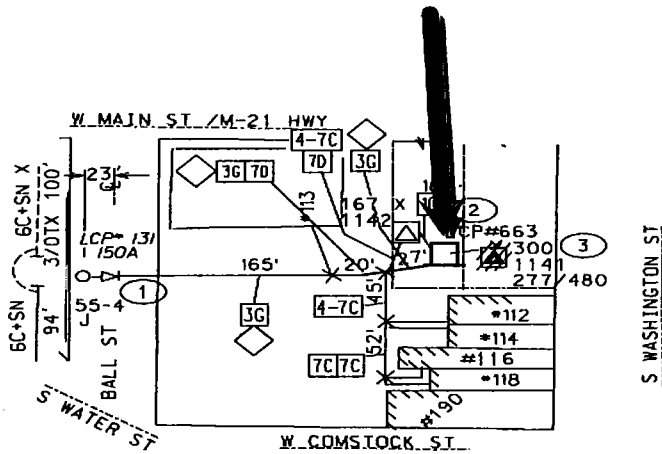
Parcel ID: 050-470-026-007-00

EXHIBIT B

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

12' Easement 6' Each Side





MEMORANDUM

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

DATE: March 30, 2021
TO: Owosso City Council
FROM: Josh Adams; Executive Director, Owosso Main Street/DDA
SUBJECT: **OMS/DDA Revolving Loan Fund Modification**

RECOMMENDATION:

Approval of the 2020/2021 OMS/DDA Loan & Grant Manual modification.

BACKGROUND:

On Wednesday, March 3, 2021 during a Regular Board Meeting, the Owosso Main Street/DDA (OMS/DDA) Board of Directors voted to update the 2020/2021 Revolving Loan Fund Manual. The modification is as follows:

2020/2021 Revolving Loan Fund Manual Review & Modification:

Change Item-D of the Upper Floor Housing Development - Fire Suppression Grant requirement to: *"Fire Suppression is eligible for a grant of up to \$12,500 per unit for projects with upper floor residential units."*

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan Fund.

RESOLUTION NO. #####

**RESOLUTION AUTHORIZING
THE APPROVAL OF OMS/DDA REVOLVING LOAN FUND MANUAL REVISIONS**

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board.

WHEREAS, on Wednesday, March 3, 2021 during a Regular Board Meeting, the Owosso Main Street/DDA (OMS/DDA) Board of Directors voted to update the 2020/2021 Revolving Loan Fund Manual. The modification is as follows:

2020/2021 Revolving Loan Fund Manual Review & Modification:

- Change Item-D of the Upper Floor Housing Development - Fire Suppression Grant requirement to: *Fire Suppression is eligible for a grant of up to \$12,500 per unit for projects with upper floor residential units*

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

FIRST: The City of Owosso approves the modification to the OMS/DDA Loan & Grant Manual for the 2020/2021 Fiscal Year.



OWOSSO OMS/DDA REVOLVING LOAN AND GRANT PROGRAM

MANUAL AND PROCESS DESCRIPTION

This manual and process version will be applicable from July 1, 2020 through June 30, 2021

INTRODUCTION

This program is available to B1 – B4 zoned for-profit businesses, landowners, and corporations within the city limits.

Owosso Main Street/Downtown Development Authority (OMS/DDA) is available to apply for loan dollars for projects within the district.

OMS/DDA administers the program as authorized by the city council.

The program is administered on a year-by-year basis.

The Economic Vitality (EV) Committee of OMS/DDA leads the program and is responsible to recommend updates to the program on a fiscal year basis.

The fiscal year is from July 1st of the current year through June 30th of the subsequent year.

If applicable, the EV committee will present recommendations for updates to the OMS/DDA Board each year at the March OMS/DDA Board meeting.

The OMS/DDA Board will approve or reject the recommended changes at the April Board meeting.

With or without changes, this Program Process and Manual will be approved by the OMS/DDA Board and made available for use by July 1st of each year.

All loans will be made at 3% fixed rate per year.

Loan length will be ten years or less.

Loan maximums are up to \$50,000 per project.

Grant maximums are up to \$50,000 per project.

Loans and/or grants may be made on the same project.

Loans are paid prior to project start; grants are paid upon project completion.

Repayment of loans will begin upon project completion.

Loans and/or grants cannot be issued to projects that have either started or have been completed prior to approval of program application.

ELIGIBLE PROJECT TYPES

1. Building access improvements including elevators – loans or grants
2. Preservation of historic buildings
3. Upper story housing development
4. Retail space build outs and upgrading
5. Acquisition and improvement of blighted properties
6. Signage purchase or restoration
7. Environmental studies
8. Small Business start-up costs (working capital only): {Examples of eligible working capital include: purchase of a point-of-sale system, marketing expenses, or inventory of retail goods.}
9. Match on Main approved projects
10. Emergency Response Implementation

INELIGIBLE PROJECT TYPES

1. Re-financing of debt owed to private sector entities such as banks, credit unions, etc.
2. Projects or part of projects unrelated to the scope described in the program application
3. Employee wages or benefits, rent, mortgage payments, utilities, machine leases, vehicle leases, taxes and insurance, professional fees, credit card processing fees and other soft costs.
4. Payment of taxes, utilities, or other similar obligations

APPLICATION PROCESS STEPS

1. Obtain the application form from the OMS/DDA website (downtownwosso.org) and complete it
2. If there are questions about completing the form, contact the OMS/DDA office at 989-494-3344
3. Submit by email the application form to: downtownwosso@gmail.com
4. The EV committee of the OMS/DDA Board will review at their next meeting and advise applicant whether your application was accepted for further consideration.
5. If your application was not accepted, you will be provided with the rationale for the decision and if applicable, things to do to make the application acceptable to move forward
6. If your application was for a grant, approval determination is by the OMS/DDA Board
7. If your application was for a loan, preliminary approval determination is by the OMS/DDA Board
8. Upon preliminary approval by the OMS/DDA Board, the application is sent to the loan committee
9. Upon review, the loan committee will request additional information as they deem necessary

10. If approved by the OMS/DDA Board for grants, and the loan committee for loans, a project plan with timing will be submitted to OMS/DDA
 - A. all projects must be completed in two years or less
 - B. the OMS/DDA EV committee will monitor project progress
 - C. if projects are not completed in two years, loans payment will begin regardless
11. Once approved by OMS/DDA Board, the application will go before Owosso City Council for final approval.

CRITERIA FOR ELIGIBLE PROJECT TYPES

1. Building Access Projects

- A. The building must be multi-story and have 4,000 or more square feet per floor
- B. For shared elevator projects, adjoining building floor size can be included to achieve 4,000 square feet if necessary
- C. Projects may include barrier free lavatories, aisle and doorway widening, and ramps
- D. Architectural services for building access are eligible for a grant of up to \$5,000
- E. Elevators for building access are eligible for a grant of up to \$25,000

2. Preservation of Historic Buildings

- A. If applicable, the project plan must be approved by the Historic District Commission prior to submission to the loan committee

3. Upper Story Housing Development

- A. The upper story must have 800 square feet or more; “micro loft” projects will be considered
- B. Air conditioning and cable wiring in each room except bathrooms must be included
- C. Fire suppression must be included, and the fire suppression plan must be approved by the city building inspector prior submission to the loan committee
- D. Fire suppression is eligible for a grant of **up to \$12,500 per unit for projects with upper floor residential units**
- E. Architectural services are eligible for a grant of up to \$1,500 for each residential unit, with a maximum grant of \$12,000 per project
- F. Elevators for upper story housing development are eligible for a grant of up to \$25,000

4. Retail Space Build Outs and Upgrading

- A. Projects may include mechanical and electrical systems, roof work, partitions, windows, doors, painting, and sign repair
- B. Architectural services are eligible for a grant of up to \$3,000 per project

5. Acquisition and Improvement of Blighted Properties

- A. A description of the plans for the property must be included with the application form
- B. If preliminarily approved by OMS/DDA, a detailed plan with timing must be submitted to OMS/DDA for further review prior to submission of the application to the loan committee

6. Signage Purchase or Restoration

- A. Building must be 50 years or older
- B. If in the historic district, the plan must be approved by the Historic District Commission prior to submission to the loan committee

7. Environment Studies

- A. The building or site must have a brownfield plan
- B. The building or site must be contaminated or suspected of being contaminated
- C. Phase I and Phase II studies are eligible

8. Emergency Response Implementation

Business & Property Owner Aid:

- A. These funds will be issued in temporary, 6-month durations Initiated by local, state, and/or national emergencies (natural or economical) - beyond the control of local business & property owners
- B. Eligible loan purposes include rent, utilities, payroll, and site restoration
- C. Loan amounts allowed up to \$5,000.00. **Applications greater than \$5,000.00 can be reviewed.**
- D. Loans can be awarded to meet the emergency need of up to 3 months of eligible expenses
- E. Loan interest will be 0% if paid back within 12-months of award. Interest of 3% will start accumulating after the twelfth month.

Pre-existing Revolving Loans:

- F. Existing RLF loan payments maybe deferred up to 6-months
 - Deferments will be issued on a case-to-case basis depending on the Emergency Response circumstance.
 - All deferments must be approved by the OMS/DDA Board and City Council
 - Loan deferments must be requested by the loan holder in written form via letter or email, providing reasoning for deferment. Other information may be requested by the Revolving Loan Committee to aid in their determination.
 - Requests for deferment should be reviewed by the Revolving Loan Committee.
 - Upon review from the Loan Committee, if recommendation is determined, the loan request will be sent to City Council for final approval.
 - Program-wide deferments can be considered during city, state, and/or country-wide Emergency Response declarations. Program-wide deferments require both OMS/DDA and City Council approval.

CONCLUSIONS, QUESTIONS, AND CONTINUOUS IMPROVEMENT

The Owosso Main Street Board of Directors will determine committee members.

The committee consists of a city council representative, business owners, property owners, representatives from traditional lending institutions, and Owosso Main Street volunteers.

The loan committee will make approval decisions based on criteria established by the committee as applicable to the project description.

If the loan committee does not grant project approval, it will submit rationale to OMS/DDA.

OMS/DDA may then approve the project and is empowered to work with the applicant to determine and apply any and necessary conditions and/or documents to assure project success.

Questions on the program manual, process, or any other aspect of the program may be directed to the OMS/DDA office at 989-494-3344 or downtownowosso@gmail.com.

Each year, led by the OMS/DDA EV committee, the OMS/DDA Board will update and republish the manual and process based on continuous improvement input and recommendations.



MEMORANDUM

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

DATE: March 31, 2021
TO: Mayor Eveleth and the Owosso City Council
FROM: Nathan Henne, City Manager
SUBJECT: Public Services Employees COVID-19 Hazard Payment

BACKGROUND:

The City of Owosso received grant funding to give each first responder working for the City a \$1,000 hazard pay check for continued service during the COVID-19 pandemic. Non-union employees were put on the Federal workshare program whereby one day per week was taken off of work and the employee received increased unemployment through the CARES Act. While the first was a grant program and the second was a cost saving measure taken by the city, both resulted in an increase in take home pay for affected employees.

Public Service employees represented by AFSCME were not included in either program because of CARES Act rules and the inability to run 4 day work weeks. Council has requested that the city self-fund a hazard pay premium payment to each of the 31 Public Service AFSCME-represented employees due to their continued service during the COVID-19 pandemic.

FISCAL IMPACTS:

31 employees receiving \$1,000 each		\$31,000
FICA	+	\$2,372
ICMA Defined Contribution Contributions	+	\$1,240
TOTAL	=	\$34,612

This amount will be distributed amongst all funds that pay wages to the eligible employees: General Fund, Local Street Fund, Major Street Fund, Fleet Fund, Water Fund, Wastewater Fund, and Sewer Fund.

RESOLUTION NO.

**RESOLUTION AUTHORIZING PUBLIC SERVICES EMPLOYEE HAZARD PAY
PREMIUMS PAYMENTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a \$1,000 per employee hazard payment at the July 20, 2021 regular council meeting for first responders; and

WHEREAS, these payments were refunded to the City of Owosso with the Federal CARES Act passed in March, 2020; and

WHEREAS, the City Council wishes to grant each AFSCME represented public works employee the same \$1,000 per employee for hazard pay for service during the COVID-19 pandemic; and

WHEREAS, the City of Owosso Public Services Department employs 31 employees that are eligible for this 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 theretofore determined that it is advisable, necessary and in the public interest to award a \$1,000 one-time payment to its 31 eligible AFSCME-represented public services employees for a cost to the City of Owosso of \$31,000 plus the required contributions to FICA and defined benefit retirement plans.

SECOND: The above expenses shall be paid from the General Fund, Local Street Fund, Major Street Fund, Fleet Fund, Water Fund, Wastewater Fund, and Sewer Fund allocated accordingly.



MEMORANDUM

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

DATE: March 29, 2021

TO: Mayor Eveleth and Owosso City Council members

FROM: Nathan Henne, City Manager

SUBJECT: Lease Agreement – Library Building

RECOMMENDATION:

Approve new lease agreement with Library board of directors for use of Library building.

BACKGROUND:

The lease agreement with the library was from 1996 with no updates since that time. Legally, the contract renewed every 5 years automatically. In December, 2020, the agreement was set to roll over again for another 5 years. City staff and the city attorney decided to renegotiate and the Library board agreed but not until the new library director could get settled in the job.

The director and the City Manager met at city hall to negotiate the new terms as follows:

- In the first year of the agreement, the library board will be responsible for the first \$3,500 in regular maintenance. In future years, this amount will increase annually by the rate of inflation or 5% - whichever is less.
- A tiered capital project cost share:
 - Equal to or greater than \$10,000 – 90% City, 10% Library
 - Equal to or greater than \$25,000 – 75% City, 25% Library
 - Equal to or greater than \$50,000 – 50% City, 50% Library

The tiered capital project cost shares are not subject to annual increases in inflation and will remain the same through the life of the lease agreement until renegotiated.

RESOLUTION NO.

**RESOLUTION APPROVING LEASE AGREEMENT FOR SHAWIASSEE DISTRICT
LIBRARY OWOSSO BRANCH BUILDING**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, leases the building at 502 West Main Street to the Shiawassee District Library; and

WHEREAS, the City of Owosso and the Owosso District Library have agreed to renegotiate the original 1996 lease agreement for said property.

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

FIRST: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Lease Agreement between the City of Owosso, Michigan and the Shiawassee District Library.

LEASE AGREEMENT

This Lease Agreement (Lease) is made this _____ day of _____, 2021, by and between the City of Owosso, a municipal corporation (Landlord), whose address is 301 West Main Street, Owosso, Michigan 48867, and the Shiawassee District Library (Tenant), whose address is 502 West Main Street, Owosso, Michigan 48867.

For valuable consideration received, Landlord and Tenant agree as follows:

1. In consideration of the rents to be paid and the covenants to be performed by Tenant under this Lease, Landlord leases to Tenant and Tenant leases from Landlord certain Premises (the Premises) that is situated in the City of Owosso, County of Shiawassee, Michigan, commonly known as 502 West Main Street (the Library). The Premises are more particularly depicted and designated on attached Exhibit A.

2. The term of this Lease (Term) shall be for a 5-year period commencing on _____ (Commencement Date), and terminating on _____ (Expiration Date). Unless a party to this Agreement provides the other party a written notice to quit at least thirty (30) days prior to the Expiration Date, this Agreement shall automatically renew for one year; and thereafter automatically renew for one year, annually, until a written thirty (30) day notice to quit is provided by terminating party to the other party. This Agreement is subject to earlier termination as provided for in this Lease and on the terms and for the Annual Maintenance Amount set forth below before the annual Expiration Date.

3. In consideration of this Lease, the Tenant shall provide library services in the City of Owosso, and in addition shall be responsible for and pay all of the costs of the following:

a. The Tenant shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the Premises during the term of this Lease, as the same shall become due. Landlord shall not be liable for damages if the furnishing of any utilities is interrupted by fire or other casualty, accident, strike, labor dispute, or disagreement; the making of any necessary repairs or improvements; or any other causes beyond Landlord's reasonable control.

b. The Tenant shall not perform any acts or carry on any practices which may injure the building and, except as to the parking lot, shall keep the Premises under its control clean and free from rubbish, dirt, snow and ice at all times.

c. Except as provided in Paragraph 4, the Tenant shall maintain the Premises and all

fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises in good repair and condition, and shall make all repairs to such fixtures and equipment, except that the Tenant's obligation to make such maintenance shall be limited to an Annual Maintenance Amount as calculated below. The Tenant shall notify the Landlord in writing of each of the costs of such maintenance. At such time as the total expenditures for maintenance under this section in a calendar year equal the Annual Maintenance Amount, the Tenant shall notify the Landlord of that fact and shall notify the Landlord of any additional maintenance projects that arise during the remainder of the calendar year.

i. Annual Maintenance Amount:

Year 1..... \$3,500.00

Year 2 and every subsequent year thereafter\$3,500.00 plus positive inflation or 5%, whichever is less, compounded annually.

d. The Tenant shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises, or arising out of the improvement, repair or alteration of the Premises. The limits of such insurance shall be not less than \$1,000,000 per occurrence. The Tenant shall furnish the Landlord a binder renewing the insurance policy at least 30 days before the policy expires. The policy or binder shall provide for at least 30 days' notice to the Landlord of any change in coverage or of cancellation.

e. The Tenant shall be responsible for the risk of loss of all its personal property on the Premises and shall provide fire and extended coverage insurance on Tenant's personal property located in the Premises in amounts reasonably deemed adequate by the Tenant to fully insure such personal property.

f. The Tenant shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.

g. The Tenant shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the Premises.

h. If the Tenant does not observe, perform and keep all of the terms of this Lease, the Landlord shall provide written notice of the Tenant's failure, and the Tenant shall have 30 days after receipt of such notice to cure the failure. If the Tenant does not cure the failure within that 30 day period, then the Landlord may enter upon the Premises and perform the Tenant's obligations. If the Landlord incurs any expense arising out of the Tenant's failure, neglect or refusal to perform its obligations under this Lease, the Tenant shall reimburse the Landlord for such amount within 30 days of notice and demand for such payment.

i. To the extent permitted by law, the Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on or within the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or from Landlord's intentional misconduct.

4. The Landlord shall undertake the following:

a. The Landlord shall at all times during the term of this Lease keep the Premises insured against loss or damage caused by fire, with extended coverage, boiler and machinery insurance, water damage and windstorm damage, in an amount not less than 100% percent of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost without deduction for physical depreciation. The policy shall identify the Tenant as an additional or named insured.

b. The Landlord shall maintain the roof, exterior walls, interior walls, floors and parking lots in good condition. The Tenant shall notify the Landlord in writing as soon after discovery as possible, of any damage or substantial deterioration of the roof, walls, floors or parking lots, indicating in such notice the nature and extent of the damage or substantial deterioration. The Landlord shall commence within 30 days after delivery of such notice to determine the extent of the necessary repairs and shall notify the Tenant of the proposed schedule for repair, and shall promptly and diligently complete the repairs.

c. The Landlord shall pay all costs in excess of the determined Annual Maintenance Amount (as provided in Paragraph 3(c)(i)) incurred by the Tenant pursuant to Section 3(c) above necessary to maintain the Premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the Premises in good repair and condition, and shall make all repairs to such fixtures and equipment. Upon receipt of notice from the Tenant that the Tenant has expended the Annual Maintenance Amount for such maintenance in a calendar year and that repairs in excess of Annual Maintenance Amount are necessary to be made to maintain the Premises during the calendar year, the Landlord shall promptly undertake such repairs at its own expense.

d. In the event the Landlord shall determine that it is necessary to repair or replace the roof, interior or exterior walls, or floors, or to undertake other improvements or alterations to the Premises, the Landlord shall notify the Tenant of such determination and shall provide to the Tenant all designs and specifications for such improvements. Prior to commencement of construction of such improvements, the Landlord shall receive the

prior written consent of the Tenant to such improvements and to the schedule for construction of such improvements.

e. Projects, expansions or major modifications to the Premises beyond normal maintenance as described in paragraphs 3c and 4, of which Tenant desires, shall first seek written approval of Landlord and shall comply with the following cost sharing schedule:

Actual Project Cost	Cost paid by Landlord	Cost paid by Tenant
≥\$10,000.00	90%	10%
≥\$25,000.00	75%.....	25%
≥\$50,000.00	50%.....	50%

The Actual Project Costs within this schedule are fixed amounts and shall not be adjusted with inflation.

f. The Landlord shall be responsible for assuring that access to the Premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the Premises for persons with disabilities.

5. The Tenant covenants not to assign or transfer this Lease under any circumstances without the prior written consent of the Landlord.

6. The Landlord hereby represents and warrants to the Tenant as follows:

a. To the best of the Landlord's knowledge, the Premises have been used and operated in compliance with all applicable federal, state and local laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.

b. The Landlord has not disposed of any hazardous or toxic substances on or in the Premises and, to the best of the Landlord's knowledge, the Premises and the groundwater beneath the Premises are free from environmental contamination of any kind.

c. The Premises do not include any 'underground storage tank', as that term is defined in the Hazardous Solid Waste Amendments of 1984 to the Resource Conservation and Recovery Act.

Such representations and warranties shall be deemed to have been made by the Landlord as of the date first specified above. The Landlord agrees to indemnify the Tenant and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties,

damages, and losses, including, but not limited to, reasonable attorney's fees, resulting from any misrepresentation or breach of the warranties set forth in this paragraph. The representations, warranties and covenants set forth in this paragraph shall survive the termination of this lease.

7. The Premises, during the continuance of this lease, shall be used and occupied for providing public library services to the residents in the Shiawassee District Library district and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any federal or state law, municipal ordinance or regulation, including the federal Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act and that on any breach of this Agreement, the Landlord shall provide written notice to the Tenant of such breach, and the Tenant will have 30 days, or such longer period as may be reasonably necessary, to cure the breach. If the Tenant fails to timely cure the breach, then the Landlord may at its option terminate this lease and re-enter and repossess the Premises.

8. If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch. The Tenant shall remove its damaged goods, wares, equipment or property within a reasonable time to permit the repair and restoration.

9. The Landlord shall have the right to enter upon the Premises at all reasonable hours with reasonable advance notice or without notice in an emergency for the purpose of inspecting the same. If the Landlord deems any repairs necessary, that are required of the Tenant, then the Landlord may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue by reason thereof.

10. The Landlord covenants that the Tenant, on payment of any sums due from Tenant, and performing all the covenants required of Tenant, shall and may peacefully and quietly have, hold and enjoy the Premises for the term.

11. Each and every of the rights, remedies and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies and benefits.

12. One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

13. Whenever notice of any kind is required under this Lease, it shall be deemed sufficient notice and service if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

14. On the Expiration Date (as may be extended), Tenant will promptly deliver all keys for the Premises to Landlord. Tenant will deliver the Premises broom clean and in the same condition as on the Lease Date, reasonable wear and tear excepted. Any damage to the Premises

resulting from the removal of items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately on demand. If the Premises have become damaged or destroyed by fire or another casualty, the Landlord will promptly restore them to the required condition, including any modifications required to comply with current codes and regulations. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and fixtures remaining on the Premises after termination are abandoned by Tenant. Landlord may sell, discard, or keep such personal property and fixtures as it deems appropriate in its sole discretion. Tenant will reimburse all reasonable expenses paid or incurred by Landlord in connection with removing Tenant's personal property and fixtures immediately on demand.

15. This Lease shall be construed under the laws of the State of Michigan. Both parties agree that any litigation which stems from this Agreement shall be held within the County of Shiawassee and within the court of proper jurisdiction. If any provision of this Lease, or its application to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16. No provisions of this Lease shall be amended unless a written amendment is signed by both parties.

Landlord and Tenant have executed this Lease on the date listed on the first page.

WITNESSES:

LANDLORD: City of Owosso

BY: _____
Christopher T. Eveleth
ITS: Mayor

BY: _____
Amy K. Kirkland
ITS: City Clerk

TENANT: Shiawassee District Library

BY: _____
ITS: President

BY: _____
ITS: Secretary

Exhibit A – Property Legal Description

LOTS 5 & 10 BLK 8 LUCY L COMSTOCKS ADD



MEMORANDUM

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

DATE: April 5, 2021
TO: City Council
FROM: Glenn Chinavare, Director of Public Services
SUBJECT: Washington Park Smart Homes Development - Permanent Easement for Water Main

RECOMMENDATION:

Authorize acceptance of permanent easement documents for a proposed water main extension on private property for the Washington Park Smart Homes Development at parcel 050-535-000-001-00 in exchange for total sum of \$1.00.

BACKGROUND:

Parcel number 050-535-000-001-00, at the corner of Wesley Drive and N. Washington Street, is being developed for the construction of 14 new houses. The development will need access to the City's water distribution system. While the City has no rights to currently enter the property, Jerry S Voight, Trust, owner of parcel number 050-535-000-001-00, is willing to grant the City of Owosso permanent easement to construct and maintain a water main on its property. The cost for said permanent easement is the sum of one dollar (\$1.00). The permanent easement will allow the city rights to construct and maintain water main and its appurtenances within the permanent easement area.

FISCAL IMPACTS:

Expenses in the amount of one dollar (\$1.00) shall be paid from Water Account 591-552-818.000-WASHPARK21

Document originated by: Glenn M. Chinavare, Director

Attachments: (1) Resolution
(2) Permanent Easement

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
JERRY S VOIGHT, TRUST FOR PERMANENT WATER MAIN EASEMENT
AT PARCEL NUMBER 050-535-000-001-00
AT THE CORNER OF WESLEY DRIVE AND N WASHINGTON STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to construct and maintain a water main located under properties owned by Jerry S Voight, Trust; and

WHEREAS, maintenance of the water main will require permanent easements from the property owner; and

WHEREAS, Jerry S Voight, Trust, property owner, is willing to grant said permanent easements to the City of Owosso for the sum of one dollar (\$1.00).

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to agree to the terms set forth in the attached permanent easement documents between the City of Owosso, Michigan and Jerry S Voight, Trust, parcel number 050-535-000-001-00, Owosso, Michigan.
- SECOND: The City Clerk is instructed and authorized to file said easement documents with the Shiawassee County Register of Deeds.
- THIRD: The accounts payable department is authorized to pay Jerry S Voight, Trust in the amount of \$1.00 for necessary expenses as set forth in the permanent easement documents.
- FOURTH: The above expenses shall be paid from Water Account 591-552-818.000-WASHPARK21.

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, Jerry S Voight Trust, Parcel Number: 050-535-000-001-00, Owosso, County of Shiawassee, in the State of Michigan, hereinafter called Grantor(s) in consideration of One Dollar (\$1.00) to them paid, receipt of which is hereby acknowledged do hereby grant, convey and warrant to the City of Owosso, 301 W Main Street, Owosso, Michigan, a Michigan municipal corporation, their successors and assigns, the easement and right-of-way to make surveys, lay, construct, maintain, operate, alter, replace and remove at any time hereafter any water main, water service lines, curb stops, and fire hydrants; across the following described parcel of land and depicted in Exhibit A:

That portion as illustrated on the attached drawing, commencing 358 feet North and 33 feet West of the intersection of the South line of Section 12 and the centerline of North Washington Street to the point of beginning; thence West 231 feet; thence North 30 feet; thence east 231 feet to the east property line; thence south 30 feet to the point of beginning, part of the Southeast 1/4 of the Southeast 1/4 of Section 12, T7N-R2E.

Together with the right of ingress and egress for all purposes incident to said permanent easement as shown in Exhibit A. It being expressly understood that no building or other structures will be placed over said water main without the written consent of said Grantee and the non-use or limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized. Grantee agrees to pay for any damage which it does to Grantor(s) buildings, or other structures, in its exercise of the rights herein granted and to bury and maintain any water main and appurtenances so as to not interfere with normal use of said land. Grantee agrees to replace any disturbed area in kind with similar material with the exception of pavement which shall be replaced by the Grantor(s).

It is expressly understood that the easement of rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes all of the terms, conditions and understandings between the parties hereto.

WITNESS, the hands and seals of the Grantor(s) this 22 day of March, 2021.

Signed, Sealed and Delivered in Presence of:

Signature(s) of Grantor: *Anna Owens* (L.S.)

Printed Name and Title: Anna Owens, Trustee

STATE OF _____) SS
COUNTY OF _____)

On this 22 day of MARCH, 2021, before me, a Notary Public, in and for said County, personally appeared ANNA OWENS, TRUSTEE, to me known to be the same person named in and who executed the foregoing instrument and acknowledged the execution of the same to be free act and deed.

Notary Public *Debbie Hebert* County of SHIawassee State of MICHIGAN

My Commission Expires 9/11/2026

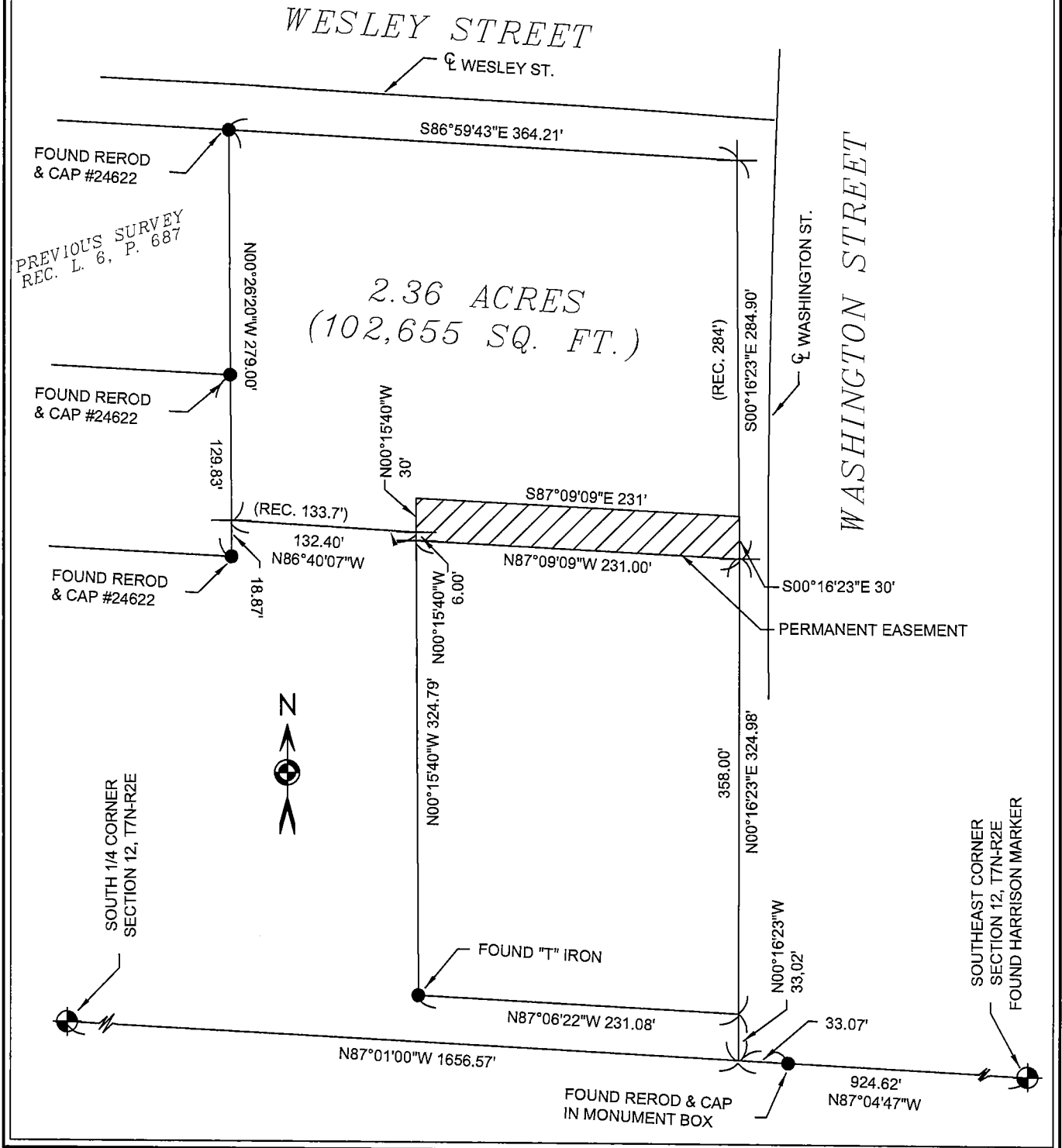
PREPARED BY: Clayton Wehner, P.E.
City of Owosso
301 W. Main Street
Owosso, MI 48867

AFTER RECORDING DOCUMENT PLEASE RETURN TO:
City Clerk's Office
City of Owosso
301 W. Main Street
Owosso, MI 48867

DEBBIE L. HEBERT
Notary Public - State of Michigan
County of Shiawassee
My Commission Expires September 11, 2026

EXHIBIT A

DESCRIPTION OF EASEMENT: Commencing 358 feet North and 33 feet West of the intersection of the South line of Section 12 and the centerline of North Washington Street to the point of beginning; thence West 231 feet; thence North 30 feet; thence east 231 feet to the east property line; thence south 30 feet to the point of beginning, part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, T7N-R2E.



From: Paula Alexander [<mailto:pkyoga09@gmail.com>]

Sent: Tuesday, March 23, 2021 9:32 PM

To: Amy K. Fuller <amy.fuller@ci.owosso.mi.us>

Subject: Re: Next week's Parks Meeting

Amy, please accept my resignation from the parks board, effective immediately.

Thank you.

Paula Alexander.

MINUTES FOR
SPECIAL MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Wednesday, February 17, 2021 6:00 p.m.
VIA ZOOM VIDEO CONFERENCING

MEETING CALLED TO ORDER at 4:05 p.m. by Chairman Teich.

ROLL CALL was taken by Recording Staff Liaison, Josh Adams.

PRESENT: Chairman Steven Teich; Commissioner Gary Wilson; Commissioner Matthew Van Epps; Commissioner Lance Omer; Commissioner Dianne Acton

ABSENT: Commissioner Scott Newman; Secretary Philip Hathaway

OTHERS IN ATTENDANCE: Jamie Garmo, owner representative 300 W Main Street; Jim Vargo, contractor for 300 W. Main Street

AGENDA APPROVAL: FEBRUARY 17, 2021

MOTION FOR APPROVAL BY COMMISSIONER VAN EPPS. MOTION WAS SECONDED BY COMMISSIONER ACTON AS PRESENTED

AYES ALL. MOTION CARRIED.

MINUTE APPROVAL: FEBRUARY 3, 2021 MINUTES

MOTION FOR APPROVAL BY COMMISSIONER WILSON. MOTION WAS SECONDED BY COMMISSIONER ACTON AS PRESENTED

AYES ALL. MOTION CARRIED.

COMMUNICATIONS: None

PUBLIC/COMMISSIONER COMMENTS: None

Committee Reports: None

Public Hearings: None

Items of Business:

1) 300 W. Main Street – Window Replacement/Repair Application

Ms. Garmo introduced the project and explained that the work being proposed is in response to the current Terms of Dismissal between the owners of 300 W Main Street and the City of Owosso, specifically the replacement and repair of windows. Ms. Garmo introduced Mr. Vargo and explained that he would be discussing the details of the proposed application.

Ms. Garmo also stated that while the application presented only addresses the requirements for the Terms of Dismissal, there are plans for the owners to redevelop the property in the future.

Mr. Vargo stated that he was there to discuss the boarded-up windows associated with the terms listed in the Terms of Dismissal. He stated that they would use the Pella brand windows they provided in the supporting documentation. They would be double-hung, wood, aluminum-clad windows.

Mr. Vargo also stated that he looked into glass replacement of the first-floor windows. He stated that the window may require a wood trim to help the spacing of the current façade.

Chairman Teich requested for Mr. Adams to show the current site photos, showing what the building looks like now with the faux, granite removed from the facade. Mr. Vargo indicated that he was on-site prior to the removal of the faux granite. He stated that the removal of the faux granite shows that a new trim treatment should be considered.

Mr. Vargo indicated that he only looked at the Water Street portion of the complex and the windows associated with that side. He stated that the river-side portion of the property was under construction at the time he was on-site, and he did not consider that portion as part of his scope of work.

Mr. Vargo stated that he thought the 300 address was only the Water Street portion. Ms. Garmo indicated that it was her understanding that all buildings were part of the Terms of Dismissal.

Commissioner Wilson stated that without an overall development plan for the complex, it would be premature to approve any replacement materials.

Ms. Garmo stated that the work that is currently being proposed is only to meet the court-ordered Terms of Dismissal with the City. A complete development plan will be developed after the terms of the settlement agreement are met.

Commissioner Wilson stated that it would be inappropriate for the HDC to approve a “piece-by-piece” replacement plan due to the uncertainty of what future plans for the building might be drawn.

Mr. Van Epps indicated that the parcel number listed on the Terms of Dismissal is for the river-side portion of the complex. Ms. Garmo indicated that she needed clarification if that parcel number was for only the roof reconstruction.

Mr. Van Epps stated that regardless of the Terms of Dismissal, there is still a the HDC’s Demolition by Neglect designation that needs to be addressed.

Ms. Garmo asked the Commission if there was a way to complete the Terms of Dismissal with the understanding that a formal plan for future development will be presented at a later date.

Mr. Vargo stated that if the scope of work involves the whole building, another meeting with the property owners would be needed to develop a complete plan to meet the Terms of Dismissal.

Mr. Adams stated that it might be best to get clarification from the City Attorney and the Building Department on the Terms of Dismissal. After clarification is made, an updated scope of work can be review by the Commission at a later date.

Commissioner Van Epps stated that clarification of what windows need to be repaired/replaced and which addresses the terms apply.

Commissioner Wilson stated that it would be better to see the building better sealed up from the elements pending a completed plan that addresses the whole complex would be a better solution than

replacing windows “piece-by-piece”. Assuming there is a predetermined deadline to when a comprehensive development of the complex would be finished.

Chairman Teich indicated his support of such a plan, as long as a predetermined deadline would be part of the agreement. He stated that he would not want to see any temporary measures to be in place for years.

The Commission agreed to reschedule the application review to get clarification from the City Attorney and the Building Department on the Terms of Dismissal. After clarification is made, an updated scope of work can be review by the Commission at a later date

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT:

**MOTION BY COMMISSIONER ACTON AND SECONDED BY COMMISSIONER OMER TO
ADJOURN AT 4:52 P.M.**

Phil Hathaway, Secretary

MINUTES

**REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO**

MARCH 3, 2021 AT 7:30 A.M.

VIRTUAL MEETING VIA ZOOM VIDEO CONFERENCING

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:30 A.M.

ROLL CALL: Was taken by Recording Secretary Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Commissioners: Ken Cushman, Jon Moore, Lance Omer, and Susan Osika.

MEMBERS ABSENT: None

OTHERS PRESENT: Josh Adams, DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE MINUTES AS PRESENTED FOR MEETING HELD FEBRUARY 3, 2021.

AYES: ALL. MOTION CARRIED

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

1) CHECK REGISTER - No Discussion

IT WAS MOVED BY AUTHORITY MEMBER OSIKA, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR FEBRUARY, 2021 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) 2020/2021 Budget Report Discussion- Director Adams informed the board of the \$25,000 Match on Main has increased revenue. It is offset when the monies are distributed to Apple Tree Lane.

3) RLF Deferment Requests – Two deferment requests were reviewed: O’Maries’, LLC and Kleeman Properties, LLC. The Revolving Loan Fund Manual allows up to 6 months deferral.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE A 3-MONTH DEFERRAL OF THE REVOLVING LOAN PAYMENT WITH A RENEWABLE OPTION TO O’MARIES, LLC AND KLEEMAN PROPERTIES, LLC.

AYES: ALL, MOTION CARRIED.

4) 2021/2022 Budget – EV Charging Stations increased the budget along with \$20,000 added to Capital Outlay for Streetscape Projects.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE FY 2021/2022 BUDGET AS PRESENTED.

AYES: ALL, MOTION CARRIED

5) RLF Manual Update – Page 3 – Criteria for Eligible Project Types, Section 3, Upper Story Housing Development, D. Fire Suppression is eligible for a grant of up to \$12,500 per unit, but no more than a total of \$25,000.

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE RLF MANUAL UPDATE TO INCLUDE “NO MORE THAN A TOTAL OF \$25,000.”

AYES: ALL, MOTION CARRIED.

6) Match on Main Grant – Submission Approval

Note: Vice-Chairman Bill Gilbert excused himself from the meeting at 8:17 a.m. prior to discussion due to Gilbert’s Hardware being considered for submission approval for the Match on Main Grant.

In the past, all grant submissions went directly to the State. The State now requires the Owosso Mainstreet/DDA to choose two applications for possible but not guaranteed consideration. The following 4 applications were received and considered for submittal for the Match on Main Grant:

- 1) Darker Manufacturing
- 2) Fortune House
- 3) Gilbert’s Hardware
- 4) Owosso Floral and Gifts

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO SUBMIT APPLICATIONS FROM GILBERT’S HARDWARE AND OWOSSO FLORAL & GIFTS FOR CONSIDERATION OF THE MATCH ON MAIN GRANT.

AYES: ALL, MOTION CARRIED.

COMMITTEE UPDATES:

- 1) **Design and Business Vitality** – Gilbert reported that the Streetscape subcommittee has accepted bids for the purchase of flower baskets and watering. The flower baskets will be purchased from Farmer’s Garden. Four variations of white flowers will be added. Sixteen additional but larger and more ornate baskets will be purchased. A bid has been posted for Repair/Replacement flowerbeds. Bids must be submitted by March 30, 2021. Business Vitality has been working with modifications of the Revolving Loan Fund Manual.

- 2) **Promotion & Outreach** – Chocolate Walk tickets sold out. The event was very successful. Approximately \$3,200 was raised. In the future, Owosso Mainstreet DDA will increase self-promotion on the materials provided for the event along with advertisement of the event. The committee is encouraged to be hosting events again.

The committee is waiting for the final review from LARA for the Social District Application. If granted, licensed bars will need to apply for a permit to participate. A press release along with an informative video will take place.

- 3) **Business Owners Committee** – Subcommittees will be starting up in March or April of this year.

BOARD CONTINUING EDUCATION/INFORMATION:

Director Update:

- 1) ShiaCash agreement is complete. The sponsorship check will be dispersed.
- 2) EV Charging Station Update: Consumers Energy had plans to incorrectly place the new transformer on Gilbert's property. They are currently working on the redesign of the existing location to accommodate upgrade. Keeves Concrete will make changes to existing wall.

PUBLIC COMMENTS: None

BOARD COMMENTS: Osika reminded board members to encourage businesses to consult with Justin Horvath at SEDP and Cheryl Peterson from the SBA for grant opportunities.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO ADJOURN AT 8:39 A.M.

AYES: ALL. MOTION CARRIED.



OWOSSO HISTORICAL COMMISSION
THE CURWOOD COLLECTION

Regular Meeting of the Owosso Historical Commission

Minutes of March 8, 2021 – 6:00 P.M.

PRESIDING OFFICER: Dave Acton – Vice Chair

MEMBERS PRESENT: Vice Chair Dave Acton, Commissioner Mark Erickson, Commissioner Gary Wilson, Mayor Pro Tem Susan Osika

MEMBERS ABSENT:

VICE CHAIR ACTON CALLED THE MEETING TO ORDER AT 6:03 P.M.

APPROVE MINUTES – 12.2020 AND 02-2021 MEETINGS

Motion by Wilson to approve

Supported by Erickson

Passed by voice vote

APPROVE AGENDA

Motion by Osika to approve the agenda with the addition of an item of business to start meeting in person or to continue with virtual meetings

Supported by Martenis

Passed by voice vote

ITEMS OF BUSINESS

1. Gould House Community Survey:
 - a. MOTION: Osika moved to approve survey as presented and to include it in the next round of city utility bills. Supported by Erickson.
 - b. Motion carried unanimously through voice vote.
2. Gould House Renovation Bidding: Acton explained that we are now at the point where we need to start the bidding process for the Gould House renovation project. Henne detailed the meetings that were held on site and reminded everyone that Mayotte group was also

contracted to bid the project. A prequalification would be appropriate for at least the porches and soffits work. Mayotte will also manage the construction process.

- a. MOTION: Martenis moved to prequalify contractors for porches and soffit work and also to bid the projects as they see fit.
 - b. Supported by Osika.
 - c. Motion carried unanimously through voice vote.
3. Castle Reopening: Acton asked if it was possible to open the Castle on April 1. Osika asked if the Castle would be ready by then. Martenis said yes. Denice Grace noted that the gift shop has very low inventory.
- a. MOTION: Osika moved to open the Castle on April 1, 2021.
 - b. Supported by Erickson but added that Henne should have the authority to change that depending on what happens with the State
 - c. Motion carried unanimously through voice vote
4. Inventory of Gift Shop Items in Castle
- a. MOTION: Osika moved that inventory for merchandise be conducted
 - b. Supported by Martenis
 - c. Motion Carried unanimously though voice vote
5. In Person Meetings: Osika wanted to discuss meeting in person. Henne explained that social distancing is still required. Martenis suggested the Armory could be utilized for meetings as well as Castle, Gould House, and City Hall. Acton entertained motion to meet in person at the Gould House for April meeting. Wilson asked what brought on this request. Henne explained that Council will be meeting in person because members have grown tired of virtual meetings.
- a. MOTION: Osika moved to meet via zoom for the April, 2021 meeting.
 - b. Supported by Erickson
 - c. Motion carried unanimously through voice vote

FINANCIAL REVIEW AND DISCUSSION

City Manager Henne updated the commission on the February Revenue and Expenditures report, the cash balance report as of Feb 28, 2021. Henne pointed out that the promotions line item payment was for an overdue bill for drone footage of the Castle. Henne also noted payments for the security systems used for the Castle and Paymaster building. The 298 fund included a charge for electrical work done on the Castle. Erickson asked about the 298 fund balance and the budgeted \$25,000 this fiscal year for the Gould House roof. Henne explained that it was budgeting out of the 298 fund and not the city's general fund.

PUBLIC COMMENT PERIOD

Denice Grace said she had a person call her saying he would like to sell a pair of Curwood book ends. The commission discussed the history of the book ends and inquired if it would be a good idea to purchase this pair for \$200. Henne offered to buy them personally for \$100 and donate them to the Castle.

Erickson discussed the possibility of accepting an antique trunk as a donation. Denice Grace said it may be manufactured in Owosso. Erickson explained he is cautious with accepting just anything on behalf of the OHC. Erickson said he would share photos of the trunk and if it was authentic, the OHC could accept it at the next meeting.

COMMISSIONER COMMENTS

Osika said the Shiawassee Arts Council will be holding a 150 year anniversary in 2022.

Martenis asked if the OHC wanted to consider having the exterior of the Castle cleaned this year and volunteered to help if it was decided to do this.

Osika said that Christmas decorations at the Gould House will be taken down soon.

Acton asked about Christmas decorations at the Castle. Henne said he would ask DPW to take down any decorations that needed to be removed.

Osika updated the members about her discussions with the Farmers Market manager about having an OHC booth once per month at the Saturday markets.

ADJOURNMENT

Osika moved to adjourn the meeting. Wilson supported. Voice vote was unanimous to adjourn the meeting at 7:13 P.M.

MINUTES FOR
SPECIAL MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Friday, March 12, 2021 4:00 p.m.
VIA ZOOM VIDEO CONFERENCING

MEETING CALLED TO ORDER at 4:07 p.m. by Chairman Teich.

ROLL CALL was taken by Recording Staff Liaison, Josh Adams.

PRESENT: Chairman Steven Teich; Commissioner Gary Wilson; Secretary Philip Hathaway; Commissioner Lance Omer; Commissioner Dianne Acton

ABSENT: Commissioner Scott Newman; Commissioner Matthew Van Epps

OTHERS IN ATTENDANCE: Jamie Garmo, owner representative 300 W Main Street; Jim Vargo, contractor for 300 W. Main Street; Alan Shamoun, owner's attorney; Roman Bonislawski, owner's architect; Nathan Henne, City Manager; Brad Hissong, Building Inspector; Scott Gould, city attorney

AGENDA APPROVAL: MARCH 12, 2021

MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER ACTON AS PRESENTED

AYES ALL. MOTION CARRIED.

MINUTE APPROVAL: FEBRUARY 17, 2021 MINUTES

MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER ACTON AS PRESENTED

AYES ALL. MOTION CARRIED.

COMMUNICATIONS: None

PUBLIC/COMMISSIONER COMMENTS: None

Committee Reports: None

Public Hearings: None

Items of Business:

1) 300 W. Main Street – Terms of Agreement Work Approval

Ms. Garmo introduced the project and explained that the work being proposed is in response to the current Terms of Dismissal between the owners of 300 W Main Street and the City of Owosso.

Ms. Garmo introduced Mr. Vargo and explained that he would be discussing the details of the proposed application. The work proposed is:

- Windows that have broken glass and/or are open to the elements will undergo a plexiglass replacement - no full window replacement.

- Windows without proper framing and/or broken glass will be replaced with wood frames and plexiglass.
- The exposed studs located on the 1st floor throughout the building will be covered using LP Smartside - textured woodgrain.

Mr. Vargo discussed the work in detail, showing photos of the windows and doors that will be temporarily covered to meet the Terms of Dismissal. Mr. Vargo indicated that ¼-inch plexiglass will be used.

Chairman Teich asked City Attorney Gould what the term “temporary” means in regard to the activities on this property. He stated that he does not want to see the plexiglass in place for multiple years in this situation.

Attorney Gould that plexiglass is permissible for the Terms of Dismissal for a temporary fix. He indicated that the Property Maintenance Code states the owners has two years from the first citation to make a permanent correct to the building. Attorney Gould indicated that the property is currently in year 1 of 2 to get the property permanently corrected. He stated that the have around 1 year left to get the permanent solution in place.

Mr. Bonislowski, architect for the property owner stated that a formal, permanent plan for the property could be submitted to the HDC for review within the next 30-40 days.

Mr. Hathaway indicated that he did not hear any concerns that of the temporary work being proposed to meet the Terms of Dismissal.

Mr. Adams asked Attorney Gould and Mr. Hissong if the proposed work meets the Terms of Dismissal. Mr. Hissong indicated that the proposed work takes care of the imminent danger to the public. He stated that the project is still “under the clock” to fix the property permanently.

MOTION FOR A NOTICE TO PROCEED FOR THE PROPOSED TEMPORARY WORK TO MEET THE TERM OF DISMISSAL WITH AN ADDED PROPOERTY MAINTENANCE CODE DEADLINE DATE FOR PERMENANT REDEVELOPMENT OF THE PROPERTY/FACADE BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER WILSON.

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT:

MOTION BY COMMISSIONER HATHAWAY AND SECONDED BY COMMISSIONER ACTON TO ADJOURN AT 4:52 P.M.

Phil Hathaway, Secretary

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
VIRTUAL MEETING
Monday, March 22, 2021 – 6:30 P.M.**

CALL TO ORDER: Chairman Wascher called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Recording Secretary Tanya Buckelew

MEMBERS PRESENT: Chairman Wascher, Vice-Chair Livingston, Secretary Fear, Commissioners Law, Morris, Robertson, Taylor, Yerian

MEMBERS ABSENT: Commissioner Jenkins

OTHERS PRESENT: Nathan Henne, City Manager, Justin Sprague, CIB Planning

**APPROVAL OF AGENDA:
MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER ROBERTSON TO APPROVE THE AGENDA FOR March 22, 2021.**

YEAS ALL. MOTION CARRIED.

**APPROVAL OF MINUTES:
MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER MORRIS TO APPROVE THE MINUTES FOR THE February 22, 2021 MEETING.**

YEAS ALL. MOTION CARRIED.

PUBLIC HEARINGS: NONE
OLD BUSINESS: NONE

NEW BUSINESS:

SITE PLAN REVIEW – 113 W MAIN STREET – GILBERT’S HARDWARE GARDEN CENTER ADDITION

The request is to add an attached 3,800 square foot accessory structure for a garden center. The structure will be 38’ X 70’ and will be attached to the east side of the existing building.

Justin Sprague, City Planner with CIB Planning submitted the following:

1. **Information items.** The site plan meets the informational requirements of the ordinance.
2. **Area and Bulk.** The proposed site was reviewed in accordance with Article 16, Schedule of Regulations, as described in the following table.

	Required	Provided	Comments
113 W. Main Street (B-3 ZONING)			
Front Yard Building Setback	0 ft.	10 ft.	In compliance

Side Yard Building Setback	0 ft.	5 ft.	In compliance
Rear Yard Building Setback	0 ft.	20 ft.	In compliance
Maximum Building Height	35 ft.	25 ft. +/-	In compliance, but must be clearly shown and verifiable on the site plan

3. **Building Design & Materials.** The ordinance states that durable building materials which provide an attractive, quality appearance must be utilized. The structure will be primarily steel and tempered glass according to plans, which is acceptable per the Zoning Ordinance.
4. **Building Height.** The proposed building complies with the maximum building height.
5. **Mechanical Units.** No new mechanical units are proposed on the plan as shown. If new mechanical units are proposed, they must be indicated on the plan as well as the proposed screening.
6. **Dumpster.** The proposed dumpster enclosure appears to be moving on the plan as a result of a new canopy. The new location and screening will need to be clarified by the applicant for Planning Commission approval, unless the location is remaining the same.
7. **Parking Lot Requirements.** While the applicant is removing 5-6 existing spaces to accommodate the building addition, the remaining space will still provide enough parking to meet the ordinance requirements, which is 21 spaces. The lot has 54 existing spaces remaining plus to accessible spaces.
8. **Landscaping.** The existing landscaping meets the ordinance requirements.
9. **Other Approvals.** The proposed site plan must be reviewed and approved by the appropriate city departments, consultants, and agencies.

RECOMMENDATION

Based upon the above comments, we recommend approval of the 113 W. Main Street Site Plan for Gilbert's Hardware to construct a new greenhouse building addition utilizing steel and glass materials, conditioned upon the following:

1. Submission of a revised site plan that satisfactorily addresses the items in this letter (dumpster enclosure and any proposed mechanical units), for administrative review and approval; and
2. Review and approval by the appropriate city departments (building, engineering...), consultants, and agencies prior to the issuance of a building permit.

Also present – Bill Gilbert, Gilbert's Hardware and Scott Perrin, Perrin Construction

Additional notes regarding this project:

- Gilbert's Hardware along with their contractor Perrin Construction will be adding new curb and gutter to Main Street along with 2 additional parking spaces on Main Street
- The parking lot behind Gilbert's still has 2 entrances for traffic flow

- The new building will be open year round. There will be interior mechanical heaters, no air conditioning and the windows do open for air flow
- Winter months will be holiday items, seasonal necessities then Spring through Summer will be the garden center
- The building will have a new concrete floor and internal drainage
- 3' high brick around base of building, clear glass on the sides and diffused glass for the roof

MOTION BY COMMISSIONER LAW SUPPORTED BY SECRETARY FEAR TO APPROVE THE SITE PLAN REVIEW FOR THE GARDEN CENTER ADDITION TO GILBERT'S HARDWARE AT 113 W MAIN STREET PENDING FINAL APPROVALS FROM THE APPROPRIATE DEPARTMENTS.

YEAS: SECRETARY FEAR, COMMISSIONERS LAW, VICE-CHAIR LIVINGSTON, COMMISSIONERS MORRIS, ROBERTSON, TAYLOR, YERIAN AND CHAIRMAN WASCHER

NAYS: NONE

RCV 8-0 MOTION CARRIED

OTHER BOARD BUSINESS:

City Manager Nathan Henne asked the Commissioners if they would like to start meeting in person or continue via ZOOM. General consensus was to continue with ZOOM unless a larger scale project or multiple projects are submitted and/or the COVID rates have dropped.

PUBLIC COMMENTS AND COMMUNICATIONS: NONE

ADJOURNMENT:

MOTION BY SECRETARY FEAR SUPPORTED BY COMMISSIONER LAW TO ADJOURN AT 6:54 P.M. UNTIL THE NEXT MEETING ON April 26, 2021.

YEAS ALL, MOTION CARRIED.

Janae L. Fear, Secretary

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

March 23, 2021

4:30 P.M.

W.W.T.P. (in person with virtual option)

1. Roll (4:35 P.M.)
Members Present: J. Archer, R. Holzheuer, G. Chinavare
Alternates Present: T. Crawford, B. Horton, G. Schultz
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
2. Minutes of the January 26, 2021 meeting: Motion by Archer to approve the January 26, 2021 meeting minutes with support by Crawford. No Discussion. Motion carries 4-0.
3. Secretary's Report:
 - a) Plant Performance Summaries (January 2021-February 2021): Guysky noted full permit compliance for both months.
 - b) Plant Operations/Staffing: Guysky noted efficient plant operation since January 2021, with a relatively dry winter allowing for reduced chemical and energy usage. With regard to staffing, an in-house employee, James Green, has successfully completed his trial period and will be permanently assigned to the vacant Operator/Mechanic position.
 - c) WWTP Project Updates: Guysky updated the board regarding the headworks project progress, with major equipment startup scheduled for March 24. Following successful startup, a large "punch list" of more minor items will be completed before the project is considered fully complete. This will likely take 3-4 weeks. Chinavare discussed the sludge processing equipment replacement project, specifically the funding timetable. This project will cost approximately \$3.0 million, funded by SRF loan, with construction likely to begin in February 2022. Horton asked for some process specifics on the project and whether a sludge dryer was still being considered. Guysky explained the process specifics, and noted the dryer is cost-prohibitive for this project, but will be considered as a future option. Chinavare noted that the Nitrification Tower replacement project is scheduled for a 2023-2024 completion.
4. Old Business:
 - a) Owosso Utilities Director Retirement/replacement: Chinavare informed the board that the City has hired his replacement, Ryan Suchanek, who will start March 24. Chinavare will work with him on a part-time for several weeks before fully retiring.
 - b) 1977 Wastewater Plant Agreement Review: Chinavare discussed his intention to continue his review of the agreement and give recommendation to the Board at a later date.
5. New Business:
 - a) Preliminary Budget Discussion, FY 2021-22: Chinavare noted plans to raise the Capital Contribution to \$700,000 for FY 2021-22. This constitutes an increase of \$100,000 from the current fiscal year. He also noted plans to increase the Operation and Maintenance

charges for FY 2021-22 approximately 5% from the current fiscal year. He informed the board he will have a more formal report prepared for the April meeting.

6. Citizens'/Members' Comments: None. Guysky offered the board members a tour of the headworks project following adjournment.
7. Adjourn: Motion to adjourn by Archer, with support by Crawford. No discussion. Motion carries 4-0. Meeting adjourned at 5:08 p.m.

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

DRAFT

**PARKS AND RECREATION COMMISSION
REGULAR MEETING**

WEDNESDAY, March 24, 2021

7:00PM

Virtual Meeting – via Zoom

- CALL TO ORDER:** Chairman Workman called the meeting to order at 7:03 p.m.
- PLEDGE OF ALLEGIANCE:** Was recited
- ROLL CALL:** Was taken by Amy Fuller
- MEMBERS PRESENT:*** Chairman Andrew Workman, Vice-Chair Jeff Selbig, Commissioner Carol Anne Smith, Commissioner Kevin Maginity, and Commissioner Elaine Greenway
- MEMBERS ABSENT:*** Commissioner Christopher Owens, Commissioner Paula Alexander.
Commissioner
- OTHERS PRESENT:*** Amy Fuller
- APPROVAL OF AGENDA:** **COMMISSIONER SMITH MADE A MOTION TO APPROVE THE AGENDA FOR, MARCH 24, 2021 AS PRESENTED. MOTION SUPPORTED BY CHAIRMAN MAGINITY. AYES ALL, MOTION CARRIED.**
- APPROVAL OF MINUTES:** **COMMISSIONER MAGINITY MADE A MOTION TO APPROVE THE MINUTES FOR, JANUARY 27, 2021 WITH NO CHANGES. MOTION SUPPORTED BY VICE-CHAIR SELBIG. AYES ALL, MOTION CARRIED.**
- PUBLIC COMMENTS:** None
- COMMUNICATIONS:** Ms. Fuller reported that Commissioner Alexander resigned. Ms. Fuller also relayed an observation from Rick Dibeau that there is a need for privacy partitions in the bathrooms at Bennett Field. Commissioner Maginity added an update on the frisbee golf course at Hopkins Lake to the agenda under new business.
- OLD BUSINESS:**
- Park WiFi: Ms. Fuller and Mark Mitchell met with Daystarr to tour the 3 parks receiving WiFi. There is an issue with the electrical in the Bentley pavilion that is being resolved prior to installation.
- Grove Holman Building: Ms. Fuller reported that we are in the process of selecting an architect. One of the bids did not cover the complete scope of work required in the grant. Another firm declined to bid. Ms Fuller will be getting clarification on the scope and request a bid from another firm to replace the one that declined.
- NEW BUSINESS:**
- Check Register Review: Ms. Fuller reminded us that there is still approximately \$100,000 of millage money to allocate to projects.
- Virtual Meetings: **COMMISSIONER SMITH MADE A MOTION THAT THE MEETING REMAIN VIRTUAL FOR APRIL 28TH AND TAKE IT MONTH BY MONTH GOING FORWARD. MOTION SUPPORTED BY VICE-CHAIR SELBIG. AYES ALL, MOTION CARRIED.**
- Hopkins Lake trail markers: Rick Morris requested trail markers and they have been ordered by Ms. Fuller. Mr. Morris has volunteers to place the markers.

Hopkins Lake fish stocking: The Masons are donating the funds to stock the lake with the appropriate fish. They are in the process of acquiring the necessary permit to stock a lake that has public fishing access.

Hopkins Lake Frisbee Golf: Commissioner Maginity will schedule a meeting with the project founder Tim Law to determine what is needed to complete the course.

Parks and Recreation Master Plan: The commission reviewed the line items in the current plan through 2018. We will pick it up again at the April meeting.

Next Meeting: April, 28th 2021 @ 7:00 PM

Public/Commissioners Comments: None

ADJOURNMENT:

COMMISSIONER SMITH MADE A MOTION TO ADJOURN AT 8:10 P.M. MOTION SUPPORTED BY COMMISSIONER GREENWAY. AYES ALL, MOTION CARRIED.

DRAFT