

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JUNE 21, 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 JUNE 7, 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. Proposed Special Assessment Project – Garfield Avenue. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-03 for Garfield Avenue from Corunna Avenue to the south end for street resurfacing.
2. Proposed Special Assessment Project – Lincoln Avenue. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-04 for Lincoln Avenue from Farr Street to Monroe Street for street resurfacing.
3. Proposed Special Assessment Project – McMillan Road. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-05 for McMillan Road from Industrial Drive to the south end for street resurfacing.
4. Ordinance Amendment – Golf Carts. Conduct a public hearing to receive citizen comment regarding the proposed addition of Article IX, Golf Carts, to Chapter 33, Traffic and Motor Vehicles, governing the use of golf carts on City streets.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Proposed Special Assessment Project – Jerome Avenue. Authorize Resolution No. 1 for proposed Special Assessment District No. 2022-01 for Jerome Avenue from 100' west of Hickory Street to Oakwood Avenue for street resurfacing.
2. Proposed Special Assessment Project – North Street. Authorize Resolution No. 1 for proposed Special Assessment District No. 2023-01 for North Street from Shiawassee Street to Hickory Street for street rehabilitation.
3. OMS/DDA RLF Loan Deferment - Kleeman Properties, LLC. Approve the application from Kleeman Properties, LLC (Owasso Cookie Company) for a second 3 month loan deferment.
4. OMS/DDA RLF Loan and Grant Funding Approval – Gilbert's. Approve the applications from Charles F. Gilbert and Sons, Inc. requesting a grant from the OMS/DDA Revolving Loan Fund in the amount of \$3,000.00 for architectural services and a loan for \$50,000.00 for business expansion and new construction activities at 113 West Main Street.
5. GIS Support Services – Water & Sewer System Mapping Services. Approval to amend professional services agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as an addendum to city council approved resolution 26-2015 dated April 6, 2015, providing additional GIS & Asset Management Services in the amount of \$15,000.00.
6. Purchase Authorization - Ferric Chloride. Authorize a purchase agreement with PVS Technologies, Inc. for Ferric Chloride utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$225.00 per liquid ton, with an estimated annual contract of \$62,325.00, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022.
7. Purchase Authorization - Sodium Hypochlorite. Authorize a purchase agreement with Jones Chemicals, Inc. for Sodium Hypochlorite utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$0.7200 per gallon, with an estimated annual contract of \$38,880.00, plus \$1,140.00 for split deliveries, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022.
8. Purchase Authorization - Bulk Lime. Authorize a purchase agreement with Graymont Western Inc. for the purchase of bulk lime for the Filtration Plant and Wastewater Plant, utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$143.50 per dry ton, with an estimated annual contract of \$120,540.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022.
9. Sole Source Purchase – LimeCure-25. Waive competitive bidding requirements and approve the sole source purchase of LimeCure-25 from Applied Specialties Inc. in the amount of \$23,750.00 and authorize payment up to the approved amount.
10. Bid Award - Sand and Gravel, Selection #1. Accept the low bid of Smith Sand & Gravel for Class II Backfill Sand in the amount of \$6.00 per ton, 21 AA limestone in the amount of \$20.05 per ton, and 6A limestone in the amount of \$24.10 per ton for the fiscal year ending June 30, 2022, authorize payment in accordance with unit prices up to 3,000 tons, 500 tons, and 150 tons respectively for a total amount not to exceed \$31,640.00.
11. Bid Award - Sand and Gravel, Selection #2. Accept the low bid of Fuoss Gravel Company for 22A gravel in the amount of \$10.74 per ton for the fiscal year ending June 30, 2022, authorize payment in accordance with unit prices up to 1,200 tons for a total amount not to exceed \$12,888.00.

12. Bid Award - Sand and Gravel, Selection #3. Accept the low bid of Ocenasek, Inc. for H1 limestone chip in the amount of \$33.50 per ton for the fiscal year ending June 30, 2022, authorize payment in accordance with the unit price up to 200 tons for a total amount not to exceed \$6,700.00.

13. Warrant No. 601. Authorize Warrant No. 601 as follows:

Vendor	Description	Fund	Amount
Gould Law PC	Professional Services-05/11/2021-06/14/2021	General	\$10,727.60

ITEMS OF BUSINESS

1. City Budget Amendment. Adopt Amendment No. 6 to the 2020-2021 Budget.
2. OMS/DDA RLF Loan Approval – Capital Sports. Approve the application from Ihm Enterprises, LLC d.b.a. Capital Sports requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$50,000.00 for business start-up activities at 219 South Washington Street.
3. OMS/DDA RLF Loan Funding Approval – Sideline Sports Bar. Approve the application from Ricardo & Nicole Reyna requesting a loan for \$50,000.00 for business start-up costs associated with a new restaurant at 219 N. Washington Street (Sideline Sports Bar).
4. Lot Split Authorization – Vacant Land on McMillan Avenue. Consider authorization of division of a City lot under Michigan Subdivision Control Act for the City owned 30-acre vacant lot on McMillan Avenue, parcel # 050-553-000-009-00.

COMMUNICATIONS

1. Cheryl A. Grice, Finance Director. May 2021 Revenue and Expenditure Report.
2. N. Bradley Hissong, Building Official. May 2021 Building Department Report.
3. N. Bradley Hissong Building Official. May 2021 Code Violations Report.
4. N. Bradley Hissong Building Official. May 2021 Inspections Report.
5. N. Bradley Hissong Building Official. May 2021 Certificates Issued Report.
6. Kevin D. Lenkart, Public Safety Director. May 2021 Police Report.
7. Kevin D. Lenkart, Public Safety Director. May 2021 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, June 28, 2021, 7:30 p.m. - Special
 Tuesday, July 06, 2021, 7:30 p.m. - Regular

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
 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
 Parks & Recreation Commission-term expires June 30, 2022
 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 June 21, 2021. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, June 21, 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/87285223806?pwd=OWNuOHhMMnlpSUdkZDN6SmxZWURKUT09>
- **Meeting ID: 872 8522 3806**
- **Passcode: 823666**

- **One tap mobile**
 - +13017158592,,87285223806#,,,,*823666# US (Washington DC)
 - +13126266799,,87285223806#,,,,*823666# US (Chicago)
- **Dial by your location**
 - +1 301 715 8592 US (Washington DC)
 - +1 312 626 6799 US (Chicago)
 - +1 646 558 8656 US (New York)
 - +1 253 215 8782 US (Tacoma)
 - +1 346 248 7799 US (Houston)
 - +1 669 900 9128 US (San Jose)
- **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 June 21, 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 JUNE 7, 2021
7:30 P.M.**

A moment of silence was held in memory of former Probate Court Judge James Clatterbaugh on the occasion of his passing.

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER JEROME C. HABER

PLEDGE OF ALLEGIANCE: CITY MANAGER NATHAN R. HENNE

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

ABSENT: None.

APPROVE AGENDA

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

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 17, 2021

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of May 17, 2021 as presented.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF MAY 24, 2021

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Special Meeting of May 24, 2021 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Proposed Special Assessment Project – Glenwood Avenue

City Manager Nathan R. Henne gave a PowerPoint presentation detailing the proposed project and its costs.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-02 for Glenwood Avenue from Farr Street to the south end for street resurfacing.

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

Tom Manke, 2910 W. M-21, asked if there were any lead pipes or valves in the project area. It was noted that if there are lead or galvanized service lines on the stretches in question they will be added to the City's list of lines for replacement.

Hearing no further comments, Mayor Eveleth closed the public hearing.

Councilmember Pidek inquired about the estimated life of a crush and pave project. City Manager Henne indicated that it would depend on the level of maintenance, but it should last about 20 years.

Councilmember Fear asked if the City was planning on adding curb and gutter to streets that do not have it. It was noted that installing curb and gutter on all City streets would be cost prohibitive.

Motion by Mayor Pro-Tem Osika to approve the following resolution:

RESOLUTION NO. 86-2021

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-02
GLENWOOD AVENUE, FROM SOUTH END TO FARR AVENUE
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and having heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**GLENWOOD AVENUE, A PUBLIC STREET, FROM SOUTH END TO FARR AVENUE
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$131,845.68 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$30,762.49 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$101,083.19 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

Glenwood Avenue, a Public Street, from south end to Farr Avenue

For Street Resurfacing

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

Proposed Special Assessment Project – Park Street

City Manager Henne gave a PowerPoint presentation detailing the proposed project and its costs.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-06 for Park Street from Harper Street to Ridge Street for street resurfacing.

The following people commented regarding the proposed special assessment project:

Jeff Moiles, 905 S. Park Street, via email, inquired about the cost of the project and how much may be assessed to his property.

Molly Ward, 920 S. Park Street, via email, indicated she supported making improvements in the area but would not support the project until the condemned home at 917 S. Park Street is properly dealt with.

Brandon Ward, 920 S. Park Street, via telephone, asked why the street was not getting curb and gutter, he also asked about the status of the sanitary sewer and water main in the area.

Mayor Eveleth inquired about the status of the home at 917 S. Park Street. City Manager Henne indicated he would look into the situation.

Annette Bleisner, 914 S. Saginaw Street, asked about the status of another burned out house north of her property on Saginaw Street. She also asked if she would be eligible for a discount based on the fact that she is on disability. Mayor Eveleth noted that she could break up the payments over the course of a number of years or apply for a hardship exemption.

Tom Manke, 2910 W. M-21, said he felt the City's water is worse than Flint's water because of lead pipes. He asked why work is being done on the street but lead lines are not being replaced. He remarked that no one will move here if the water is bad. Councilmember Law rebuked Mr. Manke saying he was referring to an outdated article for his information. He went on to say that the City is being hurt by spreading such falsehoods.

Hearing no further comments, the public hearing was closed.

Motion by Mayor Pro-Tem Osika to approve the following resolution:

RESOLUTION NO. 87-2021

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-06
PARK STREET, FROM HARPER STREET TO RIDGE STREET
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and having heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**PARK STREET, A PUBLIC STREET, FROM HARPER STREET TO RIDGE STREET
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$121,775.25 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$30,077.34 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$91,697.94 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Park Street, a Public Street, from Harper Street to Ridge Street
For Street Resurfacing**
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

Proposed Special Assessment Project – Pearce Street

City Manager Henne gave a PowerPoint presentation detailing the proposed project and its costs.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-07 for Pearce Street from South Street to Francis Street for street resurfacing.

The following people commented regarding the proposed special assessment project:

Mike Martin, 1426 Pearce Street, via telephone, inquired about the costs for which his property would be assessed.

Tom Manke, 2910 W. M-21, indicated he was getting his information from an October 2020 article from the Flint Journal and the City admitted we have a problem with lead piping.

Jason Case, 1429 Pearce Street, asked if it was true the street is to be widened. He said he has a flowerbed near the road that might be an issue. He also asked if there was a discount available to people that own multiple lots. City Manager Henne indicated he would look into the issue with the flowerbed.

Hearing no further comments, the public hearing was closed.

Motion by Mayor Pro-Tem Osika to approve the following resolution:

RESOLUTION NO. 88-2021

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-07
PEARCE STREET, FROM SOUTH STREET TO FRANCIS STREET
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and having heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

PEARCE STREET, A PUBLIC STREET, FROM SOUTH STREET TO FRANCIS STREET
STREET RESURFACING

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$132,221.16 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$30,526.08 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described,

and that the sum of \$101,695.08 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.

4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Pearce Street, a Public Street, from South Street to Francis Street
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, spoke about Memorial Day events and participating in the Curwood Festival. He also encouraged people to be careful where there is possible PFAS contamination.

Tom Manke, 2910 W. M-21, thanked the Public Safety Department for the job they did during the Curwood Festival. He said it was nice to see everyone come out to local events, with many events having their highest attendance ever. Lastly he said that people are largely against the idea of narrowing M21 in Westtown and asked that the idea be removed from the Master Plan.

Mayor Eveleth remarked on the wonderful Curwood Festival over the weekend, saying it was good to see it back. He asked if there were any updates on the cleanup and investigations at the former Jumbo's site. Staff noted that the property owner is currently seeking bids for cleanup and all investigations have been closed with the final cause of the fire noted as unknown.

Mayor Pro-Tem Osika thanked Public Safety Director Lenkart for introducing the golf cart ordinance.

Councilmember Fear said she had received a phone call regarding fireworks activity and wondered if the City was going to put out word as to what is allowed. Public Safety Director Lenkart indicated something would be done in the coming weeks.

City Manager Henne noted for all present that the suggestion to narrow west M-21 had been removed from the Master Plan.

CONSENT AGENDA

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

Proposed Special Assessment Project – Garfield Avenue. Authorize Resolution No. 2 setting a public hearing for Monday, June 21, 2021 for proposed Special Assessment District No. 2021-03 for Garfield Avenue from Corunna Avenue to the south end for street resurfacing as follows:

RESOLUTION NO. 89-2021

**GARFIELD AVENUE
FROM SOUTH END TO CORUNNA AVENUE
SPECIAL ASSESSMENT RESOLUTION NO. 2**

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

GARFIELD AVENUE, A PUBLIC STREET, FROM SOUTH END TO CORUNNA AVENUE;
STREET RESURFACING

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$68,743.80 and determines that \$18,165.98 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$50,577.82 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, June 21, 2021 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Garfield Avenue, a Public Street, from south end to Corunna Avenue

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

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, June 21, 2021 for the purpose of hearing any person to be affected by the proposed public improvement.

Proposed Special Assessment Project – Lincoln Avenue. Authorize Resolution No. 2 setting a public hearing for Monday, June 21, 2021 for proposed Special Assessment District No. 2021-04 for Lincoln Avenue from Farr Street to Monroe Street for street resurfacing as follows:

RESOLUTION NO. 90-2021

**LINCOLN AVENUE
FROM FARR AVENUE TO MONROE STREET
SPECIAL ASSESSMENT RESOLUTION NO. 2**

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

**LINCOLN AVENUE, A PUBLIC STREET, FROM FARR AVENUE TO MONROE STREET;
STREET RESURFACING**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$155,101.20 and determines that \$40,994.48 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$114,106.72 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.

5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, June 21, 2021 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Lincoln Avenue, a Public Street, from Farr Avenue to Monroe Street

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

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, June 21, 2021 for the purpose of hearing any person to be affected by the proposed public improvement.

Proposed Special Assessment Project – McMillan Avenue. Authorize Resolution No. 2 setting a public hearing for Monday, June 21, 2021 for proposed Special Assessment District No. 2021-05 for McMillan Avenue from Industrial Drive to the south end for street resurfacing as follows:

RESOLUTION NO. 91-2021

**MCMILLAN AVENUE
FROM SOUTH END TO INDUSTRIAL DRIVE
SPECIAL ASSESSMENT RESOLUTION NO. 2**

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

MCMILLAN AVENUE, A PUBLIC STREET, FROM SOUTH END TO INDUSTRIAL DRIVE;
STREET RESURFACING

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$147,709.56 and determines that \$28,951.04 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$118,758.52 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, June 21, 2021 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

McMillan Avenue, a Public Street, from south end to Industrial Drive

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

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, June 21, 2021 for the purpose of hearing any person to be affected by the proposed public improvement.

First Reading and Set Public Hearing – Ordinance Amendment. Conduct first reading and set a public hearing for Monday, June 21, 2021 at 7:30 p.m. to receive citizen comment regarding the proposed addition of Article IX, *Golf Carts*, to Chapter 33, Traffic and Motor Vehicles, governing the use of golf carts on City streets as detailed below:

RESOLUTION NO. 92-2021

**AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR
THE PROPOSED ADDITION OF ARTICLE IX, *GOLF CARTS*, TO CHAPTER 33, TRAFFIC AND
MOTOR VEHICLES, OF THE CODE OF ORDINANCES
TO GOVERN THE USE OF GOLF CARTS IN THE CITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, does not have an ordinance for operation of golf carts on city streets,

WHEREAS, Public Act 491 of 2014 recently amended Public Act 300 of 1949, commonly known as the Michigan Vehicle Code, being MCL 257.1 through MCL 257.923; and,

WHEREAS, Public Act 491 of 2014 created a new section to the Michigan Vehicle Code which allows for the limited and regulated use of Golf Carts on public streets and highways which is found at MCL 257.657a; and,

WHEREAS, under the amended Michigan Vehicle Code, local units of government may allow for the limited and regulated use of Golf Carts on their streets and highways under the terms and conditions specified in law via the adoption of a Resolution or Ordinance; and,

WHEREAS, the City of Owosso desires to allow for the limited use of Golf Carts on its streets and highways as permitted and regulated by the ordinance proposed below; and,

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

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

SECTION 1. ADDITION. That Article IX, *Golf Carts*, be added to Chapter 33, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Owosso as follows:

ARTICLE IX. – GOLF CARTS

Sec. 33-170. - Operation of golf carts on city streets.

A person may operate a golf cart on city streets, subject to the following restrictions:

- (1) A person shall not operate a golf cart unless he or she is at least 16 years old and licensed to operate a motor vehicle.
- (2) The operator of a golf cart shall comply with the signal requirements of MCL 257.648 that apply to the operation of a vehicle.
- (3) A person operating a golf cart upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- (4) A person shall not operate a golf cart on a state trunk line highway (including M-52, M-21 and M-71). This subsection does not prohibit a person from crossing a state trunk line highway when operating a golf cart on a city street, using the most direct line of crossing.
- (5) Where a usable and designated path for golf carts is provided adjacent to a highway or street, a person operating a golf cart shall be required to use that path.

- (6) A person operating a golf cart shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a two-way street or on the left or right of traffic in the case of a one-way street, in an unoccupied lane.
- (7) A golf cart shall not be operated on a sidewalk constructed for the use of pedestrians or on or across a cemetery or burial ground.
- (8) A golf cart shall be operated at a speed not to exceed 15 miles per hour and shall not be operated on a highway or street with a speed limit of more than 30 miles per hour except to cross that highway or street.
- (9) A golf cart shall not be operated on city streets during the time period from one-half hour before sunset to one-half hour after sunrise.
- (10) A golf cart shall not be operated on the James Miner Trail or the Riverwalk trail.
- (11) A person operating a golf cart or who is a passenger in a golf cart is not required to wear a crash helmet.
- (12) This article does not apply to a police officer in the performance of his or her official duties.
- (13) A golf cart operated on a city street under this article is not required to be registered under the Michigan Vehicle Code for purposes of section 3101 of the Insurance Code of 1956, 1956 PA 218, MCL 500.3101.
- (14) As used in this article, "golf cart" means a vehicle designed for transportation while playing the game of golf. A golf cart is not required to meet the vehicle safety requirements of a low-speed vehicle for approval under this article.
- (15) All golf carts intended for street use shall be registered and the owners or operators of those golf carts shall register such golf carts prior to operating the same on any city street, at no cost, with the Owosso Police Department and receive a registration sticker. The registration sticker must be affixed in plain view on the driver's side of the golf cart below the seating area at all times it is operated on city streets.
- (16) Violation of any of the provisions of this section shall be penalized as a civil infraction.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, June 21, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed addition to the Code of Ordinances.

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

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

Antique Bicycle Swap Meet and Ride Traffic Control Order. Approve request from Rick Morris of Westtown Merchant's Association for closure of Lot #11, 800 West Main Street, for an Antique Bicycle Swap Meet and Ride on Sunday, August 8, 2021 at 7:00am through 3:00pm and approve Traffic Control Order No. 1453 formalizing the request.

Midwest Brass & Gas Traffic Control Order. Approve request from Devin Shaw for closure of Lot #10 to park trucks with trailers on Sunday, July 11, 2021 at 9:00am until Saturday, July 17, 2021 at 6:00pm and approve Traffic Control Order No. 1454 formalizing the request.

Contract Renewal - General Engineering Services. Approve the required annual renewal of the General Engineering Services contracts with Eng., Inc., Fleis & Vandenbrink, Inc., Orchard, Hiltz & McCliment, Inc., and Spicer Group, Inc. to provide engineering services through June 30, 2022 as follows:

RESOLUTION NO. 93-2021

**AUTHORIZING THE EXECUTION OF AGREEMENTS
FOR PROFESSIONAL ENGINEERING SERVICES WITH
SPICER GROUP, INC.
FLEIS & VANDENBRINK ENGINEERING, INC.
ENG., INC.
ORCHARD, HILTZ & MCCLIMENT, INC.**

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

WHEREAS, a quality based selection process was developed to select a qualified engineering firm; and on April 20, 2020, City Council approved extending the agreements with the four most qualified firms for General Engineering Services, and

WHEREAS, the Spicer Group, Inc., Fleis & Vandenbrink Engineering Inc., ENG., Inc., and Orchard, Hiltz & McCliment, Inc. have been determined as most qualified to perform engineering services through this process.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firms of Spicer Group, Inc., Fleis & Vandenbrink Engineering Inc., ENG., Inc., and Orchard, Hiltz & McCliment, Inc. to provide professional engineering services for future engineering projects; and
- SECOND: The mayor and city clerk of the City of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-SG-8, Renewal of Agreement for Professional Engineering Services with Spicer Group, Inc.; and
- THIRD: The mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-FV-8, Renewal of Agreement for Professional Engineering Services with Fleis & Vandenbrink Engineering Inc.; and
- FOURTH: The mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-ENG-5, Renewal of Agreement for Professional Engineering Services with ENG., Inc.; and
- FIFTH: The mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as; Exhibit C-OHM-4, Renewal of Agreement for Professional Engineering Services with Orchard, Hiltz & McCliment, Inc.; and
- SIXTH: The Owosso city manager is hereby instructed to receive cost proposals from each of these four firms for future projects, and make recommendation to the City Council for acceptance and award in accordance with the City of Owosso Purchasing Policy for a period renewed annually through June 30, 2023.

Contract Approval – COVID Vaccines. Approve contract with the Shiawassee County Health Department for the provision of COVID vaccines to local homebound residents as follows:

RESOLUTION NO. 94-2021

**RESOLUTION AUTHORIZING A CONTRACT WITH
THE SHIAWASSEE COUNTY HEALTH DEPARTMENT
FOR THE PROVISION OF COVID VACCINES TO HOMEBOUND RESIDENTS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Public Safety Department that maintains an fire and EMS department that can administer vaccines; and

WHEREAS, the City of Owosso and The Shiawassee County Health Department have negotiated an agreement in which the City of Owosso will administer the COVID vaccine to area homebound residents; and

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

- FIRST: The Shiawassee County Health Department will provide the COVID vaccine to the City of Owosso Fire/EMS personnel to vaccinate area residents who are homebound.
- SECOND: The Public Safety Director is instructed and authorized to sign the document substantially in the form attached.
- THIRD: The contract shall become effective May 1, 2021.

Bid Award - Sidewalk Replacement Contract. * Approve the low responsive bid from KMI Road Maintenance, LLC for the 2021 Sidewalk Program in the amount of \$80,244.00 with additional contingency funding authorization in the amount of \$20,000.00, and further approve payment to the contractor upon satisfactory completion of the work or a portion thereof as follows:

RESOLUTION NO. 95-2021

**AUTHORIZING THE AWARD OF THE 2021 SIDEWALK PROGRAM
TO KMI ROAD MAINTENANCE, LLC OF BURTON, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged thus replacement is advisable, necessary, and in the public's best interest; and

WHEREAS, the city of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2021 Sidewalk Program, and the low responsive and responsible bid was received from KMI Road Maintenance, LLC in the amount of \$80,244.00; and

WHEREAS, KMI Road Maintenance, LLC is hereby determined to be qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public's best interest to employ KMI Road Maintenance, LLC to replace sections of damaged or misaligned sidewalk as part of the 2021 Sidewalk Program.

- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with KMI Road Maintenance, LLC in the amount of \$80,244.00 plus additional restoration and replacement services required as contingency during the calendar year, in the amount of \$20,000.00, for a total of \$100,244.00.
- THIRD: The accounts payable department is authorized to pay KMI Road Maintenance, LLC for work satisfactorily completed on the project up to the initial contact amount of \$80,244.00 plus contingency in the amount of \$20,000.00 for a total of \$100,244.00.
- 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.

Bid Award - Water Service Line Replacement Project.* Approve the bid from W.T. Stevens Construction, Inc. for the 2021 Water Service Line Replacement Project in the amount of \$136,738.00, with contingency funding authorization in the amount of \$7,000.00, and further approve payment to the contractor upon satisfactory completion of the work or a portion thereof as follows:

RESOLUTION NO. 96-2021

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
W.T. STEVENS CONSTRUCTION, INC. FOR
THE 2021 WATER SERVICE LINE REPLACEMENT PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to replace noncompliant water service lines; and

WHEREAS, the city has sufficient funds to perform said improvements from its water funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the 2021 Water Service Line Replacement Project, and a bid was received from W.T. Stevens Construction, Inc. and it is hereby determined that W.T. Stevens Construction, Inc. is qualified to provide such services and that it has submitted the only 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 W.T. Stevens Construction, Inc. for the 2021 Water Service Line Replacement Project.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document attached as contract for services between the city of Owosso, Michigan and W.T. Stevens Construction, Inc.
- THIRD: The accounts payable department is authorized to pay W.T. Stevens Construction, Inc. for work satisfactorily completed on the project up to the Contract amount of \$136,738.00, plus contingency in the amount of \$7,000.00 for a total of \$143,738.00.
- FOURTH: The above expenses shall be paid from the water account no. 591-552-818.000-LSLREPLACE.

Check Register – May 2021.* Affirm check disbursements totaling \$1,183,391.82 for May 2021.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

2021-22 City Budget Adoption*

City Manager Henne started the conversation saying he would like to have \$30,000 added to expenditures for the purpose of conducting a rate study. The cost would be split between the water, waste water, and sewer enterprise funds.

Mayor Eveleth noted that he was still interested in adding some expenses to the budget for the castle for power washing and repair of the outside lights. He said the castle is the City's brand and should be looking as good as possible.

Councilmember Pidek indicated he had talked with the City Manager about a cybersecurity assessment and would like to see \$10,000 added to expenditures for said assessment.

Mayor Pro-Tem Osika asked for a report on the cybersecurity measures the City is currently taking. It was noted that such a report exists but would not be publically distributed for security reasons.

City Manager Henne noted that the City's network engineer is working on getting an estimate for the assessment now, but warned Council that he expected the cost to be more than \$10,000.

It was asked how the assessment would be paid for. City Manager Henne said the money would come from reserves with the cost spread out across multiple accounts.

City Manager Henne went on to note that estimates are being sought to replace the footlights at the castle. He further noted that the expenses discussed this evening may be able to be absorbed by the small surplus in the OHC budget, negating the need to change the budget before approval

Motion by Councilmember Pidek to adopt the General Appropriations Resolution approving the 2021-2022 City Budget, with \$30,000 added to expenditures for the purpose of conducting a water/sewer rate study (with funding to come from enterprise funds) and \$10,000 added to expenditures for a cybersecurity assessment (with funding to come from reserves) as detailed below:

RESOLUTION NO. 97-2021

GENERAL APPROPRIATIONS ACT (BUDGET)

A resolution to establish a general appropriations act for the City of Owosso; to define the powers and duties of the city officers in relation to the administration of the budget; and to provide remedies for refusal or neglect to comply with the requirements of this resolution.

WHEREAS, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2021 and held a public hearing on May 17, 2021, and;

WHEREAS, the City Council has held other sessions to discuss the proposed budget;

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Council of the City of Owosso hereby adopts the FY2021-22 budget and sets the tax rates as shown below.

Section 1: Title

This resolution shall be known as the Owosso General Appropriations Act.

Section 2: Chief Administrative Officer

The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this act.

Section 3: Fiscal Officer

The Finance Director shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this act.

Section 4: Estimated Expenditures

The following amounts are hereby appropriated for the operations of the City Government and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

General Fund

City Council	\$ 5,300
City Manager	262,583
City Attorney	118,000
Finance	306,305
Assessing	183,407
City Clerk	299,570
Human Resources	215,734
Treasury	167,057
Information Technology	134,965
Building & Grounds	140,540
General Administration	352,776
Police	2,263,812
Fire	2,012,337
Building & Planning	344,476
Public Works	660,310
Leaf & Brush	231,500
Parking	33,000
Community Development	85,599
Parks	203,293
Transfers Out	<u>723,671</u>
Total General Fund	\$ 8,744,235

Major Streets Fund

Public Works \$ 2,159,372

Local Streets Fund

Public Works \$ 1,452,844

Parks and Recreation Sites Fund

Culture and Recreation \$ 50,000

<u>CDBG Revolving Loan Fund</u>	
Economic Development	\$ 1,500
<u>Historical Sites Fund</u>	
Culture and Recreation	\$ 31,428
<u>Historical Commission</u>	
Culture and Recreation	\$ 129,500
<u>General Obligation Debt Fund</u>	
Debt Service	\$ 968,145
<u>Capital Improvement Fund</u>	
Capital Improvements	\$ 820,453
<u>Capital Improvement Streets Fund</u>	
Street Improvements	\$ 1,174,084
<u>Transportation Fund</u>	
Transportation	\$ 88,089
<u>Sewer Fund</u>	
Public Works	\$ 2,270,405
<u>Water Fund</u>	
Public Works	\$ 4,841,757
<u>Waste Water Treatment Fund</u>	
Public Works	\$ 5,172,229
<u>Fleet Fund</u>	
Public Works	\$ 605,553
<u>DDA Construction Fund</u>	
Economic Development	\$ 20,000
<u>Brownfield Authority</u>	
Economic Development	\$ 464,538

Section 5: Estimated Revenues

The following are estimated to be available for the fiscal year beginning July 1, 2021 and ending June 30, 2022, to meet the foregoing appropriations.

<u>General Fund</u>	
Property Taxes	\$ 3,711,670
License and Permits	385,580
State Contributions	1,774,482
Charges for Services	1,225,850
Interest and Rent Income	6,500
Fines and Forfeits	17,800
Transfers In	794,863
Other Financing Sources- Fund Balance	827,490
Total General Fund	\$ 8,744,235

Major Streets Fund

Intergovernmental Revenue	\$ 1,748,073
Special Assessments	249,094
Transfers In	674,084
Interest Income	150
Total Major Streets Fund	\$ 2,671,401

Local Streets Fund

Intergovernmental Revenue	\$ 516,274
Special Assessments	61,000
Transfers In	842,424
Interest Income	50
Other Financing Resources-Fund Balance	33,096
Total Local Streets Fund	\$ 1,452,844

Parks and Recreation Sites Fund

Other Financing Resources-Fund Balance	\$ 50,000
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OMS/DDA Fund

Interest	\$ 500
Other Financing Resources-Fund Balance	1,000
Total OMS/DDA Fund	\$ 1,500

Historical Sites Fund

Other Financing Resources-Fund Balance	\$ 129,500
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Historical Commission Fund

Interest/Rental Income	\$ 14,400
Other Revenue	1,500
Transfers In	17,000
Total Historical Comm. Fund	\$ 32,900

Debt Service Fund

Property Taxes	\$ 891,685
DDA Contribution	76,460
Total Debt Service	\$ 968,145

Capital Improvement Fund

Transfers In	\$ 698,103
Other Financing Resources-Fund Balance	122,350
Total Cap Improvement Fund	\$ 820,453

Capital Improvement Streets Fund

Other Financing Resources-Fund Balance	\$ 1,174,084
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Transportation Fund

Transportation	\$ 40,000
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Sewer Fund

Charges for Services	\$ 2,052,000
License and Permits	500
Interest and Penalties	29,000
Total Sewer Fund	\$ 2,081,500

Water Fund

Charges for Services	\$ 3,941,000
License and Permits	20,000

Interest and Penalties	43,200
Other Revenue	<u>28,000</u>
Total Water Fund	\$ 4,032,200

Waste Water Treatment Fund

Charges for Services	\$ 2,442,210
Other Financing Sources-Loan	3,037,900
Interest Income	2,000
Other Revenue	<u>5,000</u>
Total Waste Water Treatment Fund	\$ 5,487,110

Fleet Fund

Interest/Rental Income	\$ 705,000
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DDA Construction Fund

Other Financing Sources-Fund Balance	\$ 20,000
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Brownfield Authority

Property Taxes	\$ 445,417
Other Income	<u>19,121</u>
Total Water and Sewer Fund	\$ 464,538

Section 6: Millage Levy

The City Council shall cause to be levied and collected the general property tax on all real and personal property within the city upon the current tax roll an amount equal to 16.5548 mills per \$1,000 of taxable value consisting of 12.8448 mills for operating, 1.0000 mill to operate a solid waste recycling program, .1500 for Transportation and 2.5600 mills for debt.

Section 7: Adoption of Budget by Reference

The general fund budget of the City of Owosso is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 4 and 5 of this act.

Section 8: Appropriation not a Mandate to Spend

Appropriations will be deemed maximum authorizations to incur expenditures. The fiscal officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any city order for expenditures that exceed appropriations.

Section 9: Periodic Fiscal Reports

The fiscal officer shall provide the City Council monthly reports of fiscal year to date revenues and expenditures compared to the budgeted amounts.

Section 10: Limit on Obligations and Payments

No obligation shall be incurred against, and no payment shall be made from any appropriation unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

Section 11: Budget Monitoring

Whenever it appears to the fiscal officer or the City Council that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures shall exceed an appropriation, the fiscal officer shall present to the City Council recommendations to prevent expenditures from exceeding available revenues or appropriations for the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues, or both.

Section 12: City Council Adoption

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Downtown Development Authority General Appropriations Resolution

Motion by Mayor Pro-Tem Osika to adopt the General Appropriations Resolution to authorize the levy of the Downtown Development Authority millage for the 2021-2022 fiscal year as follows:

RESOLUTION NO. 98-2021

**GENERAL APPROPRIATIONS RESOLUTION FOR
THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR FY 2021-22**

WHEREAS, the Authority board met to consider a proposed budget for fiscal year 2021-22, and after deliberations and public input approved a budget; and

WHEREAS, the Owosso City Council held a public hearing on the proposed budget on May 17, 2021; and,

WHEREAS, it is the intent of the Downtown Development Authority to levy a tax for general operating purposes pursuant to Public Act 197 of 1975; and

WHEREAS, the general property tax laws, specifically MCL 211.34(d) provide for an annual compound millage reduction calculation applied to the maximum millage rate of two mills authorized by MCL 125.1662; and

WHEREAS, the millage reduction commonly known as the "Headlee" rollback results in a maximum operating millage rate of 1.9001 for which the Authority is authorized to levy,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Owosso hereby sets the tax rates and adopts the FY2021 budget for the Downtown Development Authority as shown below.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT, the tax levy for the fiscal year commencing July 1, 2021 shall be the rate of 1.9001 per \$1,000 of taxable value of the 2021 assessment roll for the district as approved by the Board of Review.

Section 1: Estimated Expenditures

The following amounts are hereby appropriated for the operations of the Owosso Downtown Development Authority and its activities for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Downtown Development	\$ 224,450
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Section 2: Estimated Revenues

The following are estimated to be available for the fiscal year beginning July 1, 2021 and ending June 30, 2022, to meet the foregoing appropriations.

Property Taxes	\$ 202,000
Other Revenue	24,580
Total General Fund	\$ 226,580

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

Additional MERS Payment

City Manager Henne indicated the request tonight would authorize a payment to the MERS surplus division. The money would come from the City’s general fund assigned balance. He went on to say that he hoped to make another such deposit into the surplus division next year in an effort to increase the funding level of the plan.

Motion by Councilmember Pidek to authorize making a voluntary additional payment to the defined benefit portion of the plan with MERS in the amount of \$504,302.38 using the portion of the fund balance assigned June 30, 2020.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

Set Special Meeting/Public Hearing

City Manager Henne said staff if trying to work with the deadlines for the State’s revolving loan fund which requires a 30-day publication period for notices. He went on to say that this is the same fund the City used to make improvements to the filtration plant and we are anticipating 100% reimbursement for the loan.

Mayor Pro-Tem Osika inquired whether the start time for the meeting could be set to an earlier time. It was noted that the start time had already been advertised.

Motion by Mayor Pro-Tem Osika setting a Special Meeting of City Council for Monday, June 28, 2021 at 7:30 p.m. to conduct a Public Hearing regarding the Michigan Department of Environmental Quality State Revolving Fund Project Plan for the replacement of lead and galvanized water service lines.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

DayStarr Communications Easement

Motion by Councilmember Pidek authorizing approval of two 10' easements through the City lot located at the Southwest Corner of Gould Street and Corunna Avenue for installation and maintenance of new underground fiber optic communication lines as follows:

RESOLUTION NO. 99-2021

GRANTING A PERMANENT EASEMENT FOR FIBER OPTIC COMMUNICATION LINES TO DAYSTARR COMMUNICATIONS

WHEREAS, DayStarr Communications desires to install underground fiber optic communication lines in the City owned parcel 050-011-021-002-00 to provide service to commercial buildings on Gould Street; and

WHEREAS, DayStarr Communications has requested the City grant a permanent easement measuring 10' wide to allow for construction, operation, maintenance, and inspection of said lines; and

WHEREAS, City staff has reviewed the request, concurs with the proposed location; and

WHEREAS, the city of Owosso is willing to grant a permanent easement for those portions of parcel number 050-011-021-002-00 described as follows:

Description of Proposed Easement No. 1: Part of Block 21 of "The Resubdivision of Blocks 19, 20, 21 of George T. Abrey's Woodlawn Park Addition to the City of Owosso, Shiawassee County, Michigan", according to the plat thereof, as recorded in Liber 1, Page 120 ½, Shiawassee County Records, described as beginning at a point on the North line of said Block 21 that is S71°00'00"E 134.06 feet (recorded as 134.00 feet) from the Northeast corner of Block 20 of said Plat; thence S71°00'00"E 10.00 feet; thence S19°00'00"W 158.03 feet; thence N71°00'00"W 10.00 feet, thence N19°00'00"E 158.03 feet to the point of beginning.

Description of Proposed Easement No. 2: Part of Block 21 of "The Resubdivision of Blocks 19, 20, 21 of George T. Abrey's Woodlawn Park Addition to the City of Owosso, Shiawassee County, Michigan", according to the plat thereof, as recorded in Liber 1, Page 120 ½, Shiawassee County Records, described as beginning at a point that is S71°00'00"E 144.06 feet and S19°00'00"W 140.38 feet from the Northeast corner of Block 20 off said Plat; thence S70°20'14"E 128.12 feet to the Westerly right-of-way line of Gould Street; thence on said right-of-way line in a curve to the left having a radius of 668.27 feet, a central angle of 0°52'48" and a chord bearing and distance of S06°40'16"W 10.26 feet; thence N70°20'14"W 130.32 feet; thence N19°00'00"E 10.00 feet to the point of beginning.

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

FIRST: The city of Owosso has determined that it is advisable, necessary and in the public interest to grant a permanent easement as outlined by the terms set forth in the attached Easement for Underground Fiber Optic Communication Lines between the city of Owosso and DayStarr Communications.

SECOND: The Mayor and City Clerk are instructed and authorized to execute said easement documents.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Proposed Master Plan Adoption*

City Manager Henne thanked the Planning Commission members and CIB Planning for all of their work on the new master plan. He also indicated he would like to review the plan annually.

Motion by Councilmember Fear authorizing adoption of the proposed Master Plan as approved by the Planning Commission as detailed below:

RESOLUTION NO. 100-2021

**A RESOLUTION TO APPROVE
THE MAY 2021 CITY OF OWOSSO MASTER PLAN**

WHEREAS, the City of Owosso Planning Commission has been engaged in the drafting of the city's master plan since October 2018; and

WHEREAS, a plan was drafted that contains community profile data, a community vision, future land use data, implementation strategies, and other information as required by state law and encouraged by best practices; and

WHEREAS, the planning commission has finished such a draft using input from CIB Planning and the Smith Group and has submitted the document to the city council for review and distribution in accordance to the Planning Enabling Act (PEA); and

WHEREAS, the city council approved the distribution of the plan in accordance with the PEA for a review period of no less than 63 days; and

WHEREAS, a subsequent public hearing was held by the planning commission to deliberate on any and all comments related to the plan; and

WHEREAS, the Owosso Planning Commission found that the plan, with the inclusion of changes resulting from public comments, is reflective of the community and satisfies the legal and best-practice needs of prudent planning.

NOW, BE IT RESOLVED THAT the City of Owosso City Council, County of Shiawassee, State of Michigan, finding the May 2021 City of Owosso Master Plan meets all statutory obligations and practical intentions of a community plan, hereby approves said plan.

BE IT FURTHER RESOLVED THAT the same council hereby directs staff to supply an electronic copy of the master plan to all entities as required by Michigan law.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Closed Session

Motion by Councilmember Pidek to authorize holding closed session after the last session of Citizen Comments and Questions for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation and to consider the purchase or lease of real property.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

Nathan Henne, City Manager. June 2021 Report.
Parks & Recreation Commission. Minutes of April 28, 2021.
Downtown Development Authority/Main Street. Minutes of May 5, 2021.
Owosso Historical Commission. Minutes of May 10, 2021.
Historic District Commission. Minutes of May 20, 2021.
Planning Commission. Minutes of May 24, 2021.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, commented on reducing medications, people getting sunburned, Flag Day, and the dangers of PFAS.

Tom Manke, 2910 W. M-21, spoke on behalf of Kevin Mitts, 512 Comstock Street. Mr. Mitts took out a permit to repair his mother's house, she has since died and the house is now going through the probate process. The Code Enforcement Department insists on improvements to the home but Mr. Mitts is unsure if he should put money into the home while it's in probate court. He asked that the situation be looked into.

Councilmember Fear asked if special meetings could be held earlier in the future. She also asked for an update on the electric car chargers. Mayor Pro-Tem Osika indicated she is waiting for an update from the DDA.

Councilmember Fear also asked about the status of a strategic planning session. City Manager Henne noted that he has reached out to a facilitator and will circle back with her in the coming days.

ADJOURNED TO CLOSED SESSION AT 8:48 P.M.

RETURNED FROM CLOSED SESSION AT 9:43 P.M.

APPROVAL OF THE MINUTES OF CLOSED SESSION OF FEBRUARY 1, 2021

Motion by Councilmember Law to approve the Minutes of the Closed Session of February 1, 2021 as presented.

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

NEXT MEETING

Monday, June 21, 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
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
Parks & Recreation Commission-term expires June 30, 2022
Zoning Board of Appeals – Alternate – term expires June 30, 2021
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Councilmember Law for adjournment at 9:47 p.m.

Motion supported by Councilmember Pidek 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.



MEMORANDUM

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

DATE: June 21, 2021

TO: Owosso City Council

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

SUBJECT: Garfield Avenue Resurfacing – Special Assessment Resolution No 3

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. **Garfield Avenue, from south end to Corunna Avenue**, is proposed by the city for street rehabilitation. Reconstruction and/or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **February 1, 2021** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **June 7, 2021** meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: 1) If council agrees that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; 2) If Council agrees the project should go forward, but with some adjustments council may direct staff to make those adjustments and proceed; 3) If council determines the project is not warranted and should not proceed at all, council would simply fail to act on Resolution No. 3, effectively stopping the process. The hearing of necessity will be held during the regularly scheduled city Council meeting of **June 21, 2021**.

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

the amount of the proposed assessment for their property.

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

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2021-03
Garfield Avenue, a Public Street, from south end to Corunna Avenue

RESOLUTION NO.

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-03
GARFIELD AVENUE, FROM SOUTH END TO CORUNNA AVENUE
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**GARFIELD AVENUE, A PUBLIC STREET, FROM SOUTH END TO CORUNNA AVENUE
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$68,743.80 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$18,165.98 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$50,577.82 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Garfield Avenue, a Public Street, from south end to Corunna Avenue
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.



City of Owosso

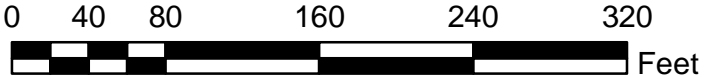
Proposed Special Assessment No. 2021-03

Garfield Avenue
from South end to Corunna Ave.

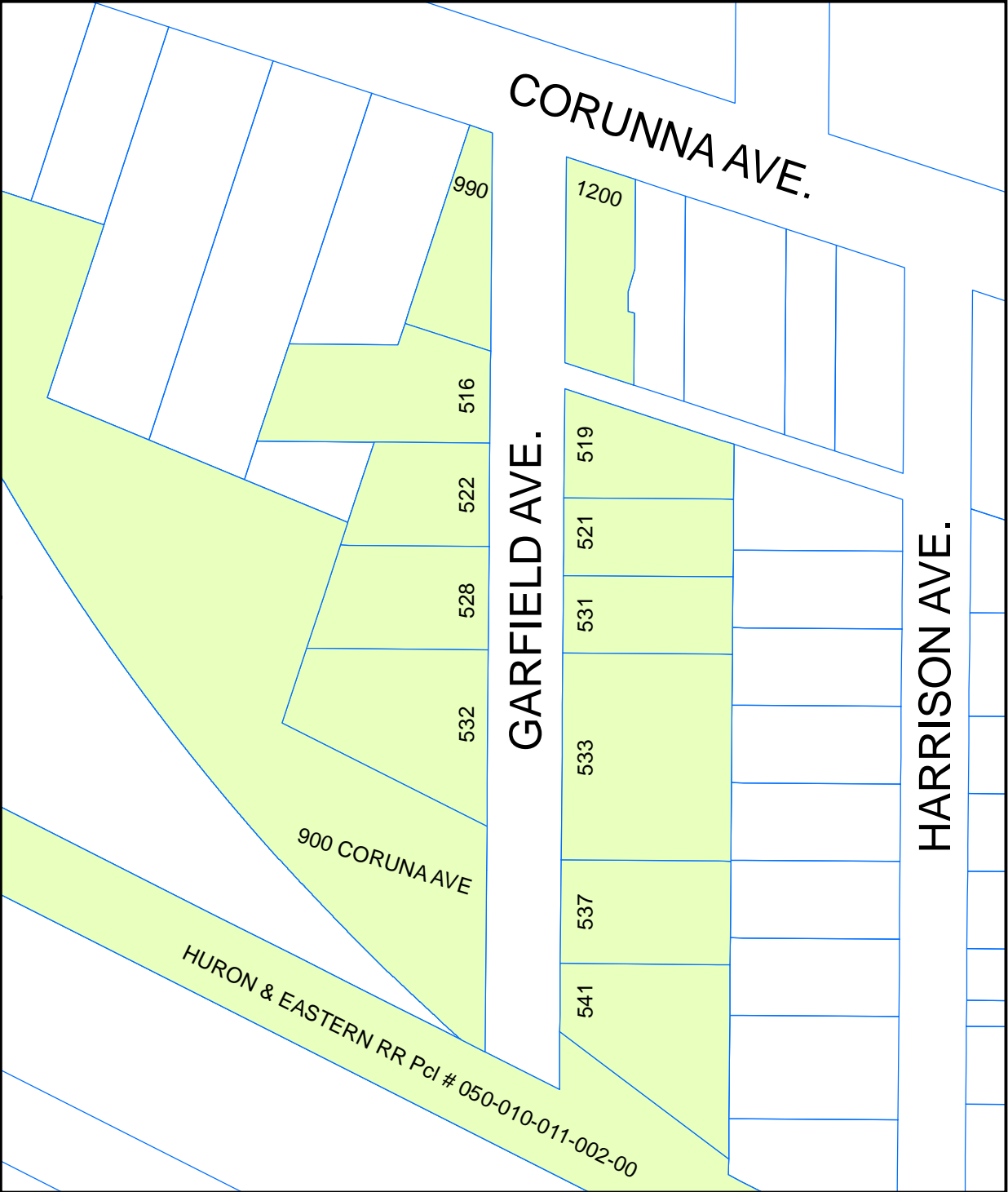


Legend

-  Special Assessment Parcels
-  City of Owosso Parcels
- 501 Street Address Number



1 inch = 100 feet



GARFIELD AVENUE FROM SOUTH END TO CORUNNA AVENUE ENGINEER'S ESTIMATE - PRE-BID

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.11	LSUM	\$52,000.00	\$ 5,720.00	\$ 5,720.00	\$ 3,432.00	\$ 2,288.00	\$ 2,288.00
Curb and Gutter, Rem	26	Ft	\$10.00	\$ 260.00				
Pavt, Rem	98.65	Syd	\$9.00	\$ 887.85				
Sidewalk, Rem	17	Syd	\$10.00	\$ 170.00				
Embankment, CIP	10	Cyd	\$8.00	\$ 80.00				
Excavation, Earth	16	Cyd	\$10.00	\$ 160.00				
Subgrade Undercutting, Type II	2.75	Cyd	\$25.00	\$ 68.75				
Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$100.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
Subbase, CIP	3	Cyd	\$10.00	\$ 30.00				
Aggregate Base, LM, Modified	2.75	Cyd	\$20.00	\$ 55.00				
Aggregate Base, 8 inch, Modified	71	Syd	\$15.00	\$ 1,065.00				
Aggregate Base, 9 inch, Modified	79	Syd	\$17.00	\$ 1,343.00	\$ 298.44	\$ 179.07		\$ 119.38
HMA Base Crushing and Shaping, Modified	981	Syd	\$2.00	\$ 1,962.00	\$ 654.00	\$ 392.40		\$ 261.60
Material, Surplus and Unsuitable, Rem, LM	2.75	Cyd	\$20.00	\$ 55.00				
Salv Crushed Material, LM	1.1	Cyd	\$10.00	\$ 11.00				
Asphalt Cement Stabilized Base, Modified	981	Syd	\$2.40	\$ 2,354.40	\$ 1,177.20	\$ 706.32		\$ 470.88
Ashpalt Cement Binder	1568	Gal	\$3.50	\$ 5,488.00	\$ 2,744.00	\$ 1,646.40		\$ 1,097.60
Trenching, Modified	2	Sta	\$250.00	\$ 500.00	\$ 333.33	\$ 200.00		\$ 133.33
Maintenance Gravel	11	Ton	\$20.00	\$ 220.00				
Approach, Cl I, LM	15	Cyd	\$30.00	\$ 450.00				
Geotextile, Separator, Modified	71	Syd	\$2.00	\$ 142.00				
Sanitary Service, Conflict	0.55	Ea	\$1,350.00	\$ 742.50				
Abandoned Gas Main, Conflict	0.55	Ea	\$500.00	\$ 275.00				
Dr Structure Cover, Adj, Case 1	1	Ea	\$500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ 200.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	1	Ea	\$700.00	\$ 700.00	\$ 700.00	\$ 420.00	\$ 280.00	\$ 280.00
Dr Structure, Temp Lowering	1	Ea	\$225.00	\$ 225.00	\$ 225.00	\$ 135.00	\$ 90.00	\$ 90.00
HMA, 13A (4")	259	Ton	\$73.00	\$ 18,907.00	\$ 18,907.00	\$ 11,344.20	\$ 7,562.80	\$ 7,562.80
Cement	0.22	Ton	\$200.00	\$ 44.00				
Curb and Gutter, Conc, Det F4, Modified	26	Ft	\$20.00	\$ 520.00				
Sidewalk, Conc, 6 inch	181	Sft	\$5.00	\$ 905.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$105.00	\$ 105.00				
Minor Traf Devices, Max \$10,000	0.11	LSUM	\$10,000.00	\$ 1,100.00	\$ 1,100.00	\$ 660.00	\$ 440.00	\$ 440.00
Plastic Drum, Fluorescent, Furn and Oper	1.65	Ea	\$35.00	\$ 57.75				
Sign, Type B, Temp, Prismatic, Furn and Oper	50	Sft	\$5.00	\$ 250.00				
Pedestrian Type II Barricade, Temp	0.22	Ea	\$125.00	\$ 27.50				
Turf Establishment, Performance	184	Syd	\$6.00	\$ 1,104.00				
Gate Box, Adj, Temp, Case 1	1	Ea	\$500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ 200.00
Post, Steel, 3 lb	5.5	Ft	\$8.00	\$ 44.00				
Sign, Type III. Erect, Salv	0.55	Ea	\$60.00	\$ 33.00				
Sign, Type III, Rem	0.55	Ea	\$45.00	\$ 24.75				
Miscellaneous Work Items	1	LSUM	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
SUB TOTALS				\$57,286.50	\$43,058.98	\$25,835.39	\$15,140.80	\$17,223.59
ENGINEERING AT 15% ASSESSABLE COST				\$ 8,592.98	\$ 6,458.85	\$ 3,875.31	\$ 2,271.12	\$ 2,583.54
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 2,864.33	\$ 2,152.95	\$ 1,291.77	\$ 757.04	\$ 861.18
GRAND TOTALS				\$68,743.80	\$51,670.77	\$31,002.46	\$18,168.96	\$20,668.31

GARFIELD AVE FROM SOUTH END TO CORUNNA

SPECIAL ASSESSMENT ROLL

RESO 2

ENGINEER'S ESTIMATE OF ASSESSABLE AMOUNT \$51,670.77
TOTAL ASSESSABLE FRONT FEET 846.11

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$51,670.77	\$51,670.77	
CITY SHARE \geq 60%	\$33,501.81	\$31,002.46	
PROPERTY SHARE @ \leq 40%	\$18,168.96	\$20,668.31	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/846.11	\$21.47	\$24.43	
TOTAL FRONT FEET PER TYPE	846.11	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$18,168.96	\$0.00	\$18,168.96

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$9,390.76
EAST SIDE	\$8,775.22
SOUTH SIDE	\$0.00
TOTAL SPECIAL ASSESSMENT	<hr/> \$18,165.98

ESTIMATED SPECIAL ASSESSMENT ROLL 2021-03

GARFIELD AVE FROM SOUTH END TO CORUNNA

SPECIAL ASSESSMENT ROLL NO. 2021-03

RESO 2

WEST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
900	CORUNNA AVE	GREAT LAKES CENTRAL RAILROAD, INC	050-011-001-001-00	0	0.75	0.00	\$24.43	\$0.00	I1
532	GARFIELD AVE	JULIE A WINELAND	050-010-023-005-00	108	1	108.00	\$21.47	\$2,318.76	R1
528	GARFIELD AVE	ROBERT BATES	050-010-023-004-00	66	1	66.00	\$21.47	\$1,417.02	R1
522	GARFIELD AVE	HAROLD SWAN III	050-010-023-003-00	66	1	66.00	\$21.47	\$1,417.02	R1
516	GARFIELD AVE	THOMAS SIMMINGTON	050-010-023-002-00	58	1	58.00	\$21.47	\$1,245.26	R1
990	CORUNNA AVE	THOMAS SIMMINGTON	050-010-023-001-00	139.39	1	139.39	\$21.47	\$2,992.70	R2
				437.39		437.39		\$9,390.76	

EAST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		HURON & EASTERN RAILWAY CO., INC	050-010-011-002-00	0	0.75	0.00	\$24.43	\$0.00	I1
541	GARFIELD AVE	LEE ANN FRENCH	050-010-024-024-00	0	1	0.00	\$21.47	\$0.00	R1
537	GARFIELD AVE	LEE ANN FRENCH	050-010-024-023-00	0	1	0.00	\$21.47	\$0.00	R1
533	GARFIELD AVE	MARGARET HUNT	050-010-024-022-00	113	1	113.00	\$21.47	\$2,426.11	R1
531	GARFIELD AVE	RONALD & JEAN ALLEN	050-010-024-019-00	49.5	1	49.50	\$21.47	\$1,062.77	R1
521	GARFIELD AVE	C & S RENTALS, LLC	050-010-024-020-00	49.5	1	49.50	\$21.47	\$1,062.77	R1
519	GARFIELD AVE	DIANA D BROWN TRUST	050-010-024-021-00	65.33	1	65.33	\$21.47	\$1,402.64	R1
1200	CORUNNA AVE	ODDO HOMES, LLC	050-010-024-001-00	131.39	1	131.39	\$21.47	\$2,820.94	R2
				408.72		408.72		\$8,775.22	

SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		HURON & EASTERN RAILWAY CO., INC	050-010-011-002-00	0	0.75	0.00	\$24.43	\$0.00	I1
				0		0.00		\$ -	

TOTALS: 846.11 846.11 \$18,165.98



MEMORANDUM

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

DATE: June 21, 2021

TO: Owosso City Council

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

SUBJECT: Lincoln Avenue Resurfacing – Special Assessment Resolution No 3

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. **Lincoln Avenue, from Farr Avenue to Monroe Street**, is proposed by the city for street rehabilitation. Reconstruction and/or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **February 1, 2021** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **June 7, 2021** meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: 1) If council agrees that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; 2) If Council agrees the project should go forward, but with some adjustments council may direct staff to make those adjustments and proceed; 3) If council determines the project is not warranted and should not proceed at all, council would simply fail to act on Resolution No. 3, effectively stopping the process. The hearing of necessity will be held during the regularly scheduled city Council meeting of **June 21, 2021**.

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

the amount of the proposed assessment for their property.

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

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2021-04
Lincoln Avenue, a Public Street, from Farr Avenue to Monroe Street

RESOLUTION NO.

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-04
LINCOLN AVENUE, FROM FARR AVENUE TO MONROE STREET
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**LINCOLN AVENUE, A PUBLIC STREET, FROM FARR AVENUE TO MONROE STREET
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$155,101.20 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$40,994.48 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$114,106.72 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Lincoln Avenue, a Public Street, from Farr Avenue to Monroe Street
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.



City of Owosso

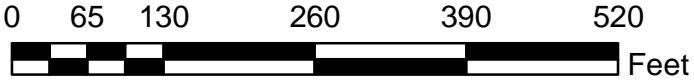
Proposed Special Assessment No. 2021-04

Lincoln Avenue
from Farr Ave. to Monroe St.

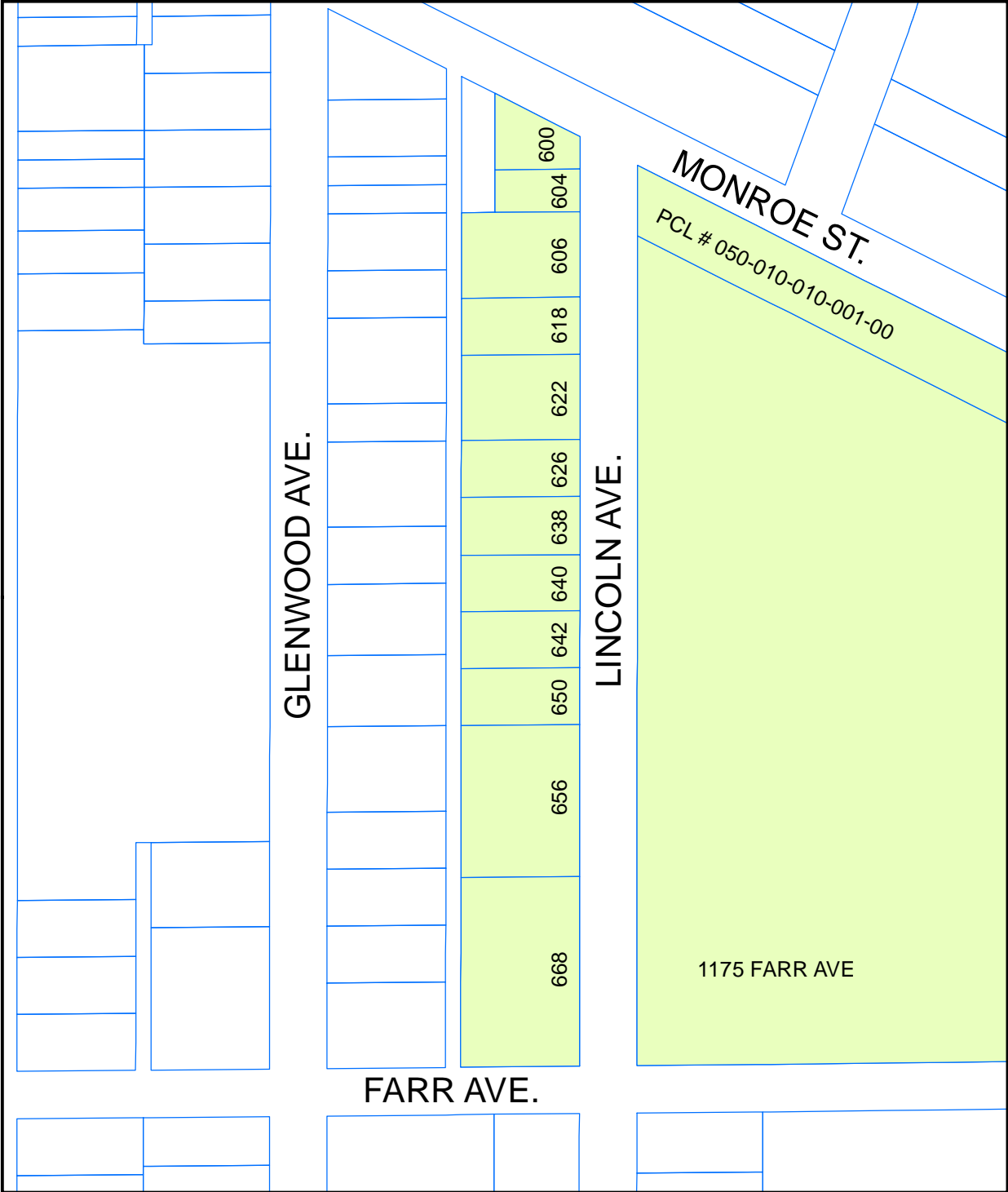


Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
- 501 Street Address Number



1 inch = 165 feet



LINCOLN AVENUE FROM FARR AVENUE TO MONROE STREET ENGINEER'S ESTIMATE - PRE-BID

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.24	LSUM	\$52,000.00	\$ 12,480.00	\$ 12,480.00	\$ 7,488.00	\$ 4,992.00	\$ 4,992.00
Pavt, Rem	293.6	Syd	\$9.00	\$ 2,642.40				
Sidewalk, Rem	14	Syd	\$10.00	\$ 140.00				
Embankment, CIP	33	Cyd	\$8.00	\$ 264.00				
Excavation, Earth	47	Cyd	\$10.00	\$ 470.00				
Subgrade Undercutting, Type II	6	Cyd	\$25.00	\$ 150.00				
Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$100.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
Subbase, CIP	6	Cyd	\$10.00	\$ 60.00				
Aggregate Base, LM, Modified	6	Cyd	\$20.00	\$ 120.00				
Aggregate Base, 8 inch, Modified	131	Syd	\$15.00	\$ 1,965.00				
Aggregate Base, 9 inch, Modified	311	Syd	\$17.00	\$ 5,287.00	\$ 1,174.89	\$ 704.93		\$ 469.96
HMA Base Crushing and Shaping, Modified	2514	Syd	\$2.00	\$ 5,028.00	\$ 1,676.00	\$ 1,005.60		\$ 670.40
Material, Surplus and Unsuitable, Rem, LM	6	Cyd	\$20.00	\$ 120.00				
Salv Crushed Material, LM	2.4	Cyd	\$10.00	\$ 24.00				
Asphalt Cement Stabilized Base, Modified	2514	Syd	\$2.40	\$ 6,033.60	\$ 3,016.80	\$ 1,810.08		\$ 1,206.72
Ashpalt Cement Binder	4022	Gal	\$3.50	\$ 14,077.00	\$ 7,038.50	\$ 4,223.10		\$ 2,815.40
Trenching, Modified	12	Sta	\$250.00	\$ 3,000.00	\$ 2,000.00	\$ 1,200.00		\$ 800.00
Maintenance Gravel	24	Ton	\$20.00	\$ 480.00				
Approach, CI I, LM	31	Cyd	\$30.00	\$ 930.00				
Geotextile, Separator, Modified	131	Syd	\$2.00	\$ 262.00				
Sanitary Service, Conflict	1.2	Ea	\$1,350.00	\$ 1,620.00				
Abandoned Gas Main, Conflict	1.2	Ea	\$500.00	\$ 600.00				
Dr Structure Cover, Adj, Case 1	4	Ea	\$500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 800.00	\$ 800.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$700.00	\$ 1,400.00	\$ 1,400.00	\$ 840.00	\$ 560.00	\$ 560.00
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	2	Ea	\$700.00	\$ 1,400.00	\$ 1,400.00	\$ 840.00	\$ 560.00	\$ 560.00
Dr Structure, Temp Lowering	2	Ea	\$225.00	\$ 450.00	\$ 450.00	\$ 270.00	\$ 180.00	\$ 180.00
HMA, 13A (4")	666	Ton	\$73.00	\$ 48,618.00	\$ 48,618.00	\$ 29,170.80	\$ 19,447.20	\$ 19,447.20
Cement	0.48	Ton	\$200.00	\$ 96.00				
Driveway, Nonreinf Conc, 6 inch	31	Syd	\$45.00	\$ 1,395.00				
Sidewalk, Conc, 6 inch	157	Sft	\$5.00	\$ 785.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	2	Ea	\$105.00	\$ 210.00				
Minor Traf Devices, Max \$10,000	0.24	LSUM	\$10,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,440.00	\$ 960.00	\$ 960.00
Plastic Drum, Fluorescent, Furn and Oper	3.6	Ea	\$35.00	\$ 126.00				
Sign, Type B, Temp, Prismatic, Furn and Oper	118	Sft	\$5.00	\$ 590.00				
Pedestrian Type II Barricade, Temp	0.48	Ea	\$125.00	\$ 60.00				
Turf Establishment, Performance	591	Syd	\$6.00	\$ 3,546.00				
Post, Steel, 3 lb	12	Ft	\$8.00	\$ 96.00				
Sign, Type III. Erect, Salv	1.2	Ea	\$60.00	\$ 72.00				
Sign, Type III, Rem	1.2	Ea	\$45.00	\$ 54.00				
Miscellaneous Work Items	1	LSUM	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
SUB TOTALS				\$129,251.00	\$93,854.19	\$56,312.51	\$31,579.20	\$37,541.68
ENGINEERING AT 15% ASSESSABLE COST				\$ 19,387.65	\$ 14,078.13	\$ 8,446.88	\$ 4,736.88	\$ 5,631.25
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 6,462.55	\$ 4,692.71	\$ 2,815.63	\$ 1,578.96	\$ 1,877.08
GRAND TOTALS				\$155,101.20	\$112,625.03	\$67,575.02	\$37,895.04	\$45,050.01

LINCOLN AVE FROM FARR TO MONROE

SPECIAL ASSESSMENT ROLL

RESO 2

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$112,625.03
TOTAL ASSESSABLE FRONT FEET 1625.58

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$112,625.03	\$112,625.03	
CITY SHARE ≥ 60%	\$74,729.99	\$67,575.02	
PROPERTY SHARE @ ≤40%	\$37,895.04	\$45,050.01	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/1625.58	\$23.31	\$27.71	
TOTAL FRONT FEET PER TYPE	920.50	705.08	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$21,458.49	\$19,539.94	\$40,998.43

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$21,456.86
EAST SIDE	\$19,537.63
TOTAL SPECIAL ASSESSMENT	<u>\$40,994.48</u>

WEST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
668	LINCOLN AVE	688 LINCOLN AVE, LLC	050-010-015-036-00	200	0.75	150.00	\$23.31	\$3,496.50	R1
656	LINCOLN AVE	OLIVER & PATRICIA CONDRA	050-010-015-031-00	160	1	160.00	\$23.31	\$3,729.60	R1
650	LINCOLN AVE	WENDELL & SHIRLEY STANFIELD	050-010-015-030-00	60	1	60.00	\$23.31	\$1,398.60	R1
642	LINCOLN AVE	RODNEY & BARBARA WEINERT	050-010-015-029-00	60	1	60.00	\$23.31	\$1,398.60	R1
640	LINCOLN AVE	ERICA VANDENBOSS	050-010-015-028-00	60	1	60.00	\$23.31	\$1,398.60	R1
638	LINCOLN AVE	MICHELLE BOWLES	050-010-015-027-00	60	1	60.00	\$23.31	\$1,398.60	R1
626	LINCOLN AVE	JEREMY SCHULTE	050-010-015-026-00	60	1	60.00	\$23.31	\$1,398.60	R1
622	LINCOLN AVE	MARY MALIK	050-010-015-025-00	90	1	90.00	\$23.31	\$2,097.90	R1
618	LINCOLN AVE	BRANDON & SARAH HARTWELL	050-010-015-023-00	60	1	60.00	\$23.31	\$1,398.60	R1
606	LINCOLN AVE	BRANDON & SARAH HARTWELL	050-010-015-022-00	90	1	90.00	\$23.31	\$2,097.90	R1
604	LINCOLN AVE	RYAN NICHOLAS & GERALYN	050-010-015-020-00	45	1	45.00	\$23.31	\$1,048.95	R1
600	LINCOLN AVE	HARLAN & JOYCE GILLIAM	050-010-015-019-00	34	0.75	25.50	\$23.31	\$594.41	R1
				979		920.50		\$21,456.86	

EAST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
1175	FARR AVE	CITY OF OWOSSO	050-010-012-001-00	874.1	0.75	655.58	\$27.71	\$18,165.98	C-OS
		CONSUMERS ENERGY, CO	050-010-010-001-00	66	0.75	49.50	\$27.71	\$1,371.65	I2
				940.1		705.08		\$19,537.63	

TOTALS: 1919.10 1625.58 \$ 40,994.48



MEMORANDUM

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

DATE: June 21, 2021

TO: Owosso City Council

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

SUBJECT: McMillan Avenue Resurfacing – Special Assessment Resolution No 3

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. **McMillan Avenue, from south end to Industrial Drive**, is proposed by the city for street rehabilitation. Reconstruction and/or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **February 1, 2021** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **June 7, 2021** meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: 1) If council agrees that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; 2) If Council agrees the project should go forward, but with some adjustments council may direct staff to make those adjustments and proceed; 3) If council determines the project is not warranted and should not proceed at all, council would simply fail to act on Resolution No. 3, effectively stopping the process. The hearing of necessity will be held during the regularly scheduled city Council meeting of **June 21, 2021**.

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

the amount of the proposed assessment for their property.

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

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2021-05
McMillan Avenue, a Public Street, from south end to Industrial Drive

RESOLUTION NO.

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-05
MCMILLAN AVENUE, FROM SOUTH END TO INDUSTRIAL DRIVE
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and (there being no one to be heard regarding / having heard all persons to be affected by) the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:
MCMILLAN AVENUE, A PUBLIC STREET, FROM SOUTH END TO INDUSTRIAL DRIVE
STREET RESURFACING
2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$147,709.56 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$28,951.04 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$118,758.52 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:
**McMillan Avenue, a Public Street, from south end to Industrial Drive
For Street Resurfacing**
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.



City of Owosso

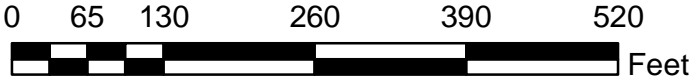
Proposed Special Assessment No. 2021-05

McMillan Avenue
from South end to Industrial Dr.

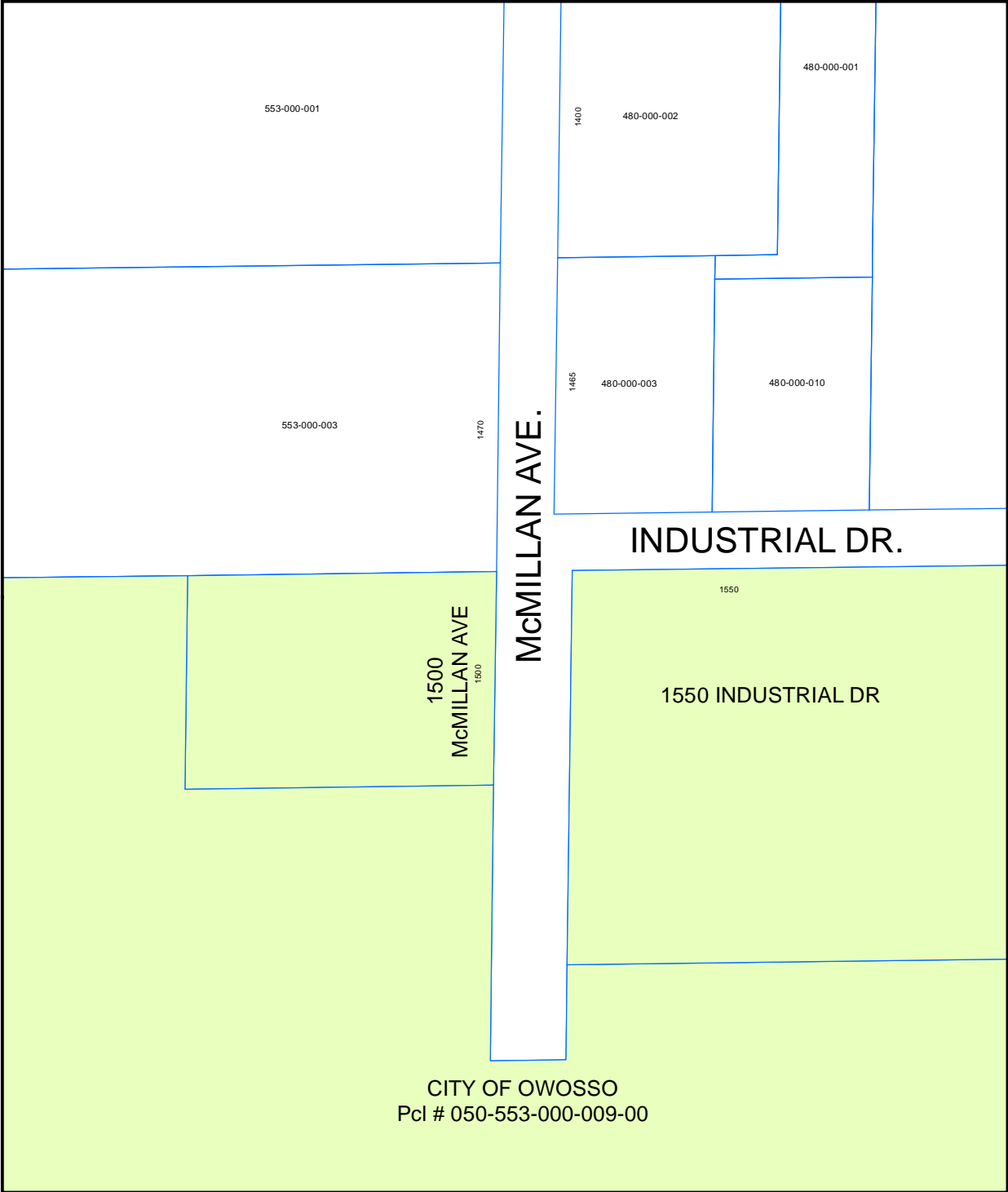


Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
- 501 Street Address Number



1 inch = 165 feet



MCMILLAN AVENUE FROM SOUTH END TO INDUSTRIAL DRIVE ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.11	LSUM	\$52,000.00	\$ 5,720.00	\$ 5,720.00	\$ 3,432.00	\$ 2,288.00	\$ 2,288.00
Culv, Rem, Less than 24 inch	1	Ea	\$350.00	\$ 350.00				
Pavt, Rem	372.65	Syd	\$9.00	\$ 3,353.85				
Embankment, CIP	5	Cyd	\$8.00	\$ 40.00				
Excavation, Earth	392	Cyd	\$10.00	\$ 3,920.00				
Subgrade Undercutting, Type II	2.75	Cyd	\$25.00	\$ 68.75				
Subbase, CIP	29	Cyd	\$10.00	\$ 290.00				
Aggregate Base, LM, Modified	2.75	Cyd	\$20.00	\$ 55.00				
Aggregate Base, 10 inch, Modified	234	Syd	\$19.00	\$ 4,446.00	\$ 889.20	\$ 533.52		\$ 355.68
HMA Base Crushing and Shaping, Modified	1118	Syd	\$2.00	\$ 2,236.00	\$ 745.33	\$ 447.20		\$ 298.13
Material, Surplus and Unsuitable, Rem, LM	2.75	Cyd	\$20.00	\$ 55.00				
Salv Crushed Material, LM	1.1	Cyd	\$10.00	\$ 11.00				
Asphalt Cement Stabilized Base, Modified	1118	Syd	\$2.40	\$ 2,683.20	\$ 1,341.60	\$ 804.96		\$ 536.64
Asphalt Cement Binder	1788	Gal	\$3.50	\$ 6,258.00	\$ 3,129.00	\$ 1,877.40		\$ 1,251.60
Trenching, Modified	3	Sta	\$250.00	\$ 750.00	\$ 500.00	\$ 300.00		\$ 200.00
Maintenance Gravel	11	Ton	\$20.00	\$ 220.00				
Approach, CI I, LM	13	Cyd	\$30.00	\$ 390.00				
Shoulder, CI I	68	Ton	\$30.00	\$ 2,040.00	\$ 2,040.00	\$ 1,224.00	\$ 816.00	\$ 816.00
Geotextile, Separator, Modified	148	Syd	\$2.00	\$ 296.00				
Culv End Sect, Conc, 12 inch	5	Ea	\$500.00	\$ 2,500.00				
Culv, CI E, Conc, 12 inch	250	Ft	\$50.00	\$ 12,500.00				
Sanitary Service, Conflict	0.55	Ea	\$1,350.00	\$ 742.50				
Abandoned Gas Main, Conflict	0.55	Ea	\$500.00	\$ 275.00				
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	1	Ea	\$700.00	\$ 700.00	\$ 700.00	\$ 420.00	\$ 280.00	\$ 280.00
Dr Structure, 48 inch dia, Modified	1	Ea	\$2,000.00	\$ 2,000.00				
Cold Milling HMA Surface	953	Syd	\$2.00	\$ 1,906.00	\$ 1,906.00	\$ 1,143.60	\$ 762.40	\$ 762.40
HMA, 3E3 (3")	203	Ton	\$75.00	\$ 15,225.00	\$ 15,225.00	\$ 9,135.00	\$ 1,015.00	\$ 5,075.00
HMA, 4E3 (2")	136	Ton	\$80.00	\$ 10,880.00	\$ 10,880.00	\$ 6,528.00	\$ 4,352.00	\$ 4,352.00
HMA, 5E3 (1.5")	102	Ton	\$85.00	\$ 8,670.00	\$ 8,670.00	\$ 5,202.00	\$ 3,468.00	\$ 3,468.00
Cement	0.22	Ton	\$200.00	\$ 44.00				
Driveway, Nonreinf Conc, 9 inch	255	Syd	\$60.00	\$ 15,300.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$105.00	\$ 105.00				
Minor Traf Devices, Max \$10,000	0.11	LSUM	\$10,000.00	\$ 1,100.00	\$ 1,100.00	\$ 660.00	\$ 440.00	\$ 440.00
Plastic Drum, Fluorescent, Furn and Oper	1.65	Ea	\$35.00	\$ 57.75				
Sign, Type B, Temp, Prismatic, Furn and Oper	50	Sft	\$5.00	\$ 250.00				
Pedestrian Type II Barricade, Temp	0.22	Ea	\$125.00	\$ 27.50				
Turf Establishment, Performance	1254	Syd	\$6.00	\$ 7,524.00				
Post, Steel, 3 lb	5.5	Ft	\$8.00	\$ 44.00				
Sign, Type III, Erect, Salv	0.55	Ea	\$60.00	\$ 33.00				
Sign, Type III, Rem	0.55	Ea	\$45.00	\$ 24.75				
Miscellaneous Work Items	1	LSUM	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
SUB TOTALS				\$123,091.30	\$62,846.13	\$37,707.68	\$17,421.40	\$24,123.45
ENGINEERING AT 15% ASSESSABLE COST				\$ 18,463.70	\$ 9,426.92	\$ 5,656.15	\$ 2,613.21	\$ 3,618.52
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 6,154.57	\$ 3,142.31	\$ 1,885.38	\$ 871.07	\$ 1,206.17
GRAND TOTALS				\$147,709.56	\$75,415.36	\$45,249.22	\$20,905.68	\$28,948.14

MCMILLAN AVE FROM SOUTH END TO INDUSTRIAL

SPECIAL ASSESSMENT ROLL

RESO 2

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT \$75,415.36
TOTAL ASSESSABLE FRONT FEET 673.75

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$75,415.36	\$75,415.36	
CITY SHARE \geq 60%	\$54,509.68	\$46,466.22	
PROPERTY SHARE @ \leq 40%	\$20,905.68	\$28,949.14	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/673.75	\$31.03	\$42.97	
TOTAL FRONT FEET PER TYPE	0.00	673.75	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$0.00	\$28,949.14	\$28,949.14

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$16,543.45
EAST SIDE	\$12,407.59
TOTAL SPECIAL ASSESSMENT	<u>\$28,951.04</u>

MCMILLAN AVE FROM SOUTH END TO INDUSTRIAL

SPECIAL ASSESSMENT ROLL NO. 2021-05

RESO 2

WEST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		CITY OF OWOSSO	050-553-000-009-00	160	1	160.00	\$42.97	\$6,875.20	I1
1500	MCMILLAN AVE	GLENN BARNES	050-553-000-008-00	225	1	225.00	\$42.97	\$9,668.25	I1
				385		385.00		\$16,543.45	

EAST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		CITY OF OWOSSO	050-553-000-009-00	0	1	0.00	\$42.97	\$0.00	I1
1550	INDUSTRIAL DR	GLEN T. MERKEL, LLC	050-553-000-005-00	385	0.75	288.75	\$42.97	\$12,407.59	I1
				385		288.75		\$12,407.59	

SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		CITY OF OWOSSO	050-553-000-009-00	0	1	0.00	42.97	\$0.00	I1
				0		0.00			

TOTALS: 770 673.75 \$ 28,951.04



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

MEMORANDUM

DATE: May 28, 2021

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Adoption of Ordinance Governing Operation of golf carts on city streets.

Recommendation:

I recommend Council approve the attached resolution setting a public hearing for June 21, 2021 to receive citizen comment regarding the proposal to adopt the ordinance as attached.

Background:

Currently the City of Owosso does not have an ordinance for Operation of Golf Carts on city streets. The adoption of this ordinance would allow limited use of golf carts on city streets.

ORDINANCE NO.

**AN ORDINANCE TO ADD
ARTICLE IX, *GOLF CARTS*, TO CHAPTER 33, TRAFFIC AND MOTOR VEHICLES,
TO THE CODE OF ORDINANCES
TO GOVERN THE USE OF GOLF CARTS IN THE CITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, does not have an ordinance for operation of golf carts on city streets,

WHEREAS, Public Act 491 of 2014 recently amended Public Act 300 of 1949, commonly known as the Michigan Vehicle Code, being MCL 257.1 through MCL 257.923; and,

WHEREAS, Public Act 491 of 2014 created a new section to the Michigan Vehicle Code which allows for the limited and regulated use of Golf Carts on public streets and highways which is found at MCL 257.657a; and,

WHEREAS, under the amended Michigan Vehicle Code, local units of government may allow for the limited and regulated use of Golf Carts on their streets and highways under the terms and conditions specified in law via the adoption of a Resolution or Ordinance; and,

WHEREAS, the City of Owosso desires to allow for the limited use of Golf Carts on its streets and highways as permitted and regulated by the ordinance proposed below; and,

WHEREAS, the Council has heard all interested parties at a hearing held June 21, 2021.

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

SECTION 1. ADDITION. That Article IX, *Golf Carts*, be added to Chapter 33, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Owosso as follows:

ARTICLE IX. – GOLF CARTS

Sec. 33-170. - Operation of golf carts on city streets.

A person may operate a golf cart on city streets, subject to the following restrictions:

- (1) A person shall not operate a golf cart unless he or she is at least 16 years old and licensed to operate a motor vehicle.
- (2) The operator of a golf cart shall comply with the signal requirements of MCL 257.648 that apply to the operation of a vehicle.
- (3) A person operating a golf cart upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- (4) A person shall not operate a golf cart on a state trunk line highway (including M-52, M-21 and M-71). This subsection does not prohibit a person from crossing a state trunk line highway when operating a golf cart on a city street, using the most direct line of crossing.
- (5) Where a usable and designated path for golf carts is provided adjacent to a highway or street, a person operating a golf cart shall be required to use that path.
- (6) A person operating a golf cart shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a two-way street or on the left or right of traffic in the case of a one-way street, in an unoccupied lane.

- (7) A golf cart shall not be operated on a sidewalk constructed for the use of pedestrians or on or across a cemetery or burial ground.
- (8) A golf cart shall be operated at a speed not to exceed 15 miles per hour and shall not be operated on a highway or street with a speed limit of more than 30 miles per hour except to cross that highway or street.
- (9) A golf cart shall not be operated on city streets during the time period from one-half hour before sunset to one-half hour after sunrise.
- (10) A golf cart shall not be operated on the James Miner Trail or the Riverwalk trail.
- (11) A person operating a golf cart or who is a passenger in a golf cart is not required to wear a crash helmet.
- (12) This article does not apply to a police officer in the performance of his or her official duties.
- (13) A golf cart operated on a city street under this article is not required to be registered under the Michigan Vehicle Code for purposes of section 3101 of the Insurance Code of 1956, 1956 PA 218, MCL 500.3101.
- (14) As used in this article, "golf cart" means a vehicle designed for transportation while playing the game of golf. A golf cart is not required to meet the vehicle safety requirements of a low-speed vehicle for approval under this article.
- (15) All golf carts intended for street use shall be registered and the owners or operators of those golf carts shall register such golf carts prior to operating the same on any city street, at no cost, with the Owosso Police Department and receive a registration sticker. The registration sticker must be affixed in plain view on the driver's side of the golf cart below the seating area at all times it is operated on city streets.
- (16) Violation of any of the provisions of this section shall be penalized as a civil infraction.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective July 12, 2021.

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

Golf Carts and ORVs/ATVs on Local Streets

Introduction

Two separate pieces of legislation allow for the use of golf carts and Off-Road Vehicles/All-Terrain Vehicles (ORVs/ATVs) on municipal streets, and each requires a different municipal action. Under the Michigan Vehicle Code, golf cart use requires a resolution, and under the Natural Resources and Environmental Protection Act (NREPA), an ordinance is required to allow the use of ORVs/ATVs.

Golf Carts—summary of requirements

Public Act 491 of 2014 enables local units of government with a population of 30,000 or less to adopt a resolution to allow the use of golf carts on certain streets within their jurisdiction—streets with a speed limit of 30 MPH or less. The city or village may maintain a recorded list of golf cart operators; if so, they may not charge operators to compile the list.

The local unit of government does not have the ability to modify the requirements or conditions established by the state, with the exception of further prohibiting golf carts on selected streets with a 30 MPH or lower speed limit.

The following conditions are required under the Michigan Vehicle Code:

An Operator

- Must be at least 16 and have a valid driver's license.
- Must comply with signal requirements.
- Must ride as far to the right as possible.
- Is not required to wear a helmet.

Golf Carts

- Shall not be operated on sidewalks.
- May not pass between lines of traffic.
- May travel at a maximum speed of 15 MPH.
- May not be operated 1/2 hour before sunset or 1/2 hour after sunrise.
- Are only permitted to operate on streets that are 30 MPH or less.
- By local ordinance may be required to use a path adjacent to a road, over the use of the roadway, if a path adjacent to a road is provided.

*The local unit may by resolution further restrict which streets golf carts are allowed on.

Off-Road Vehicles (ORVs) and All-Terrain Vehicles (ATVs)

Municipalities are permitted to adopt an ordinance allowing ORVs and ATVs to operate on their streets in a manner allowed under NREPA. The following conditions are required:

ORVs/ATVs

- May travel at a maximum speed of 25 MPH.
- Must have a lighted headlight and taillight.
- Driver must wear a helmet and eye protection (unless the ORV has a windshield and a roof or roll bar which meets or exceeds crash helmet standards and the driver is wearing a safety belt).
- Driver must be at least 18 years old; or, between 12 and 18, the driver must either have a valid driver's license or have a valid ORV safety certificate on them and be under the immediate visual supervision of an adult.
- Are required to attach the license to the vehicle.



MEMORANDUM

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

DATE: June 21, 2021

TO: Owosso City Council

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

SUBJECT: Jerome Avenue – Special Assessment Resolution No. 1

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction and/or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **June 21, 2021**.

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

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

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

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

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

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

Jerome Avenue: from 100 feet west of Hickory Street to Oakwood Avenue: Street Resurfacing

Resolution No. 2 will be introduced at a later time when the plans and estimate for the project are complete.

RESOLUTION NO.

**JEROME AVENUE
FROM 100 FEET WEST OF HICKORY STREET TO OAKWOOD AVENUE
SPECIAL ASSESSMENT RESOLUTION NO. 1**

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

**Jerome Avenue from 100 feet west of Hickory Street to Oakwood Avenue
Street Resurfacing**

NOW, THEREFORE, BE IT RESOLVED THAT:

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



MEMORANDUM

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

DATE: June 21, 2021

TO: Owosso City Council

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

SUBJECT: North Street – Special Assessment Resolution No. 1

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction and/or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **June 21, 2021**.

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

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

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

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

Tonight the council will be considering Resolution No. 1 for the proposed district(s) as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item. While this street is not proposed for reconstruction until 2023 the City wishes to apply for Small Urban Program funds for the project, thus the early start to the special assessment process.

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

North Street: from Shiawassee Street to Hickory Street: Street Rehabilitation

Resolution No. 2 will be introduced at a later time when the plans and estimate for the project are complete.

RESOLUTION NO.

**NORTH STREET
FROM SHIAWASSEE STREET TO HICKORY STREET
SPECIAL ASSESSMENT RESOLUTION NO. 1**

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

**North Street from Shiawassee Street to Hickory Street
Street Rehabilitation**

NOW, THEREFORE, BE IT RESOLVED THAT:

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



MEMORANDUM

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

DATE: June 9, 2021
TO: Owosso City Council
FROM: Josh Adams; Executive Director, Owosso Main Street/DDA
SUBJECT: OMS/DDA Revolving Loan Fund – Loan Deferment

RECOMMENDATION:

Approval of the 3-month loan deferment for the following entity:

- Kleeman Properties, LLC. – Business Development Loan

BACKGROUND:

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.

In March 2021, the City Council & OMS/DDA approved a 3-month deferment for the entity listed above due to the COVID-19 pandemic and construction delays associated with their business startup.

On May 27, 2021, a written request was submitted by the above reference loan holder requesting an additional 3-month deferment extension.

During their June 2, 2021, the Board Meeting, OMS/DDA approved a 3-month deferment extension for Kleeman Properties, LLC.

FISCAL IMPACTS:

A 3-month deferment of loan payments into the revolving loan fund.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE 3-MONTH LOAN DEFERMENT TO
KLEEMAN PROPERTIES, 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; and

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; and

WHEREAS, in March of this year the City Council approved a 3-month deferment for Kleeman Properties, LLC; and

WHEREAS, a written request has recently been submitted by Kleeman Properties, LLC. explaining their reasoning for further deferment of their loan; and

WHEREAS, on June 2, 2021 the OMS/DDA board approved a 3-month deferment extension for Kleeman Properties, LLC.

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

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



Owosso Main Street <downtownowosso@gmail.com>

Deferment Expired

Alicia Kleeman <kleemanalicia@gmail.com>

Thu, May 27, 2021 at 11:38 AM

To: Owosso Main Street <downtownowosso@gmail.com>

Good morning.

Kleeman properties (Owosso Cookie Company) would like an additional 3 month loan deferment extension.

Thank you.

Alicia

[Quoted text hidden]



MEMORANDUM

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

DATE: June 10, 2021
TO: Owosso City Council
FROM: Josh Adams; Executive Director, Owosso Main Street/DDA
SUBJECT: OMS/DDA Revolving Loan Fund – Loan & Grant Approval

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for 113 W. Main Street for a \$50,000.00 loan and \$3,000 grant to Charles F. Gilberts and Sons, Inc. for the purpose of business expansion & new construction activities.

BACKGROUND:

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.

During their May 21, 2021 meeting, the Revolving Loan Committee reviewed and approved Charles F. Gilberts and Sons, Inc.'s loan application for business expansion and new construction activities located within 113 W. Main Street.

During their June 2, 2021 Board Meeting, the OMS/DDA Board of Directors approved the loan and grant for approval.

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan & Grant fund.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUNDS
TO CHARLES F. GILBERT AND SONS, INC
FOR ASSOCIATED WORK AT 113 W. MAIN STREET**

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 30, 2021 a loan application was submitted to OMS/DDA by Charles F. Gilbert and Sons, Inc. for a loan of \$50,000.00 and a grant of \$3,000 for business expansion and new construction activities for 113 W. Main Street.

WHEREAS, on May 21, 2021 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 45. This score is above the 30 points required for consideration.

WHEREAS, on June 2, 2021 the OMS/DDA Board of Directors approved the recommendation.

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 \$50,000.00 loan to Charles F. Gilbert and Sons, Inc. for business expansion activities for 113 W. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The City of Owosso approves the \$3,000.00 grant to Charles F. Gilbert and Sons, Inc. for architectural services for 113 W. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- THIRD: The accounts payable department is authorized to release said loan and grant funds to Charles F. Gilbert and Sons, Inc. in the amount of \$53,000.00.



**CITY OF OWOSSO, MICHIGAN
OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM
RATIONALE WORKSHEET**

301 W Main Street, Owosso, MI | 989.494.3344 | downtownowosso@gmail.com | www.downtownowosso.org

*APPLICATION MUST SCORE **30** OR MORE POINTS TO BE CONSIDERED ELIGIBLE FOR A LOAN.*

APPLICANT NAME: CHARLES F. GILBERT AND SONS, INC. DATE REVIEWED: 5/21/21

PROJECT ADDRESS: 113 W. MAIN STREET, OWOSSO, MI 48867

PROJECT SCOPE OF WORK: NEW ADDITION CONSTRUCTION

LOAN REQUEST: \$50,000.00

LOAN APPROVED AMOUNT: \$50,000.00 – 3 YEAR TERM

GRANT REQUEST: \$3,000.00

GRANT APPROVED AMOUNT: \$3,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	15	This project is a Match on Main grant recipient.
Does the project help fulfill OMS Transformation Strategy?	0-10		
Is the project supported by a relevant business plan?	0-10		
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	This new construction will be the first “infill” project the downtown has seen in years.
Does the project have a well-articulated path to completion?	0-10	10	Documentation was provided
Does the project provide the best use/business type for the district?	0-10		
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	5	Documentation was provided
Does the project have adequate matching funds?	0-5	5	Documentation was provided
TOTAL=		45	

APPROVAL: **X** | SPECIAL NOTATIONS: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 50,000.00
Annual interest rate	3.00 %
Loan period in years	3
Number of payments per year	12
Start date of loan	7/1/21
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 1,454.06
Scheduled number of payments	36
Actual number of payments	36
Total early payments	\$ -
Total interest	\$ 2,346.18



Lender name: Charles F. Gilbert and Sons, Inc.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/21	\$ 50,000.00	\$ 1,454.06	\$ -	\$ 1,454.06	\$ 1,329.06	\$ 125.00	\$ 48,670.94	\$ 125.00
2	9/1/21	48,670.94	1,454.06	-	1,454.06	1,332.38	121.68	47,338.56	246.68
3	10/1/21	47,338.56	1,454.06	-	1,454.06	1,335.71	118.35	46,002.84	365.02
4	11/1/21	46,002.84	1,454.06	-	1,454.06	1,339.05	115.01	44,663.79	480.03
5	12/1/21	44,663.79	1,454.06	-	1,454.06	1,342.40	111.66	43,321.39	591.69
6	1/1/22	43,321.39	1,454.06	-	1,454.06	1,345.76	108.30	41,975.63	699.99
7	2/1/22	41,975.63	1,454.06	-	1,454.06	1,349.12	104.94	40,626.51	804.93
8	3/1/22	40,626.51	1,454.06	-	1,454.06	1,352.49	101.57	39,274.02	906.50
9	4/1/22	39,274.02	1,454.06	-	1,454.06	1,355.88	98.19	37,918.14	1,004.68
10	5/1/22	37,918.14	1,454.06	-	1,454.06	1,359.27	94.80	36,558.87	1,099.48
11	6/1/22	36,558.87	1,454.06	-	1,454.06	1,362.66	91.40	35,196.21	1,190.88
12	7/1/22	35,196.21	1,454.06	-	1,454.06	1,366.07	87.99	33,830.14	1,278.87
13	8/1/22	33,830.14	1,454.06	-	1,454.06	1,369.49	84.58	32,460.66	1,363.44
14	9/1/22	32,460.66	1,454.06	-	1,454.06	1,372.91	81.15	31,087.75	1,444.59
15	10/1/22	31,087.75	1,454.06	-	1,454.06	1,376.34	77.72	29,711.41	1,522.31
16	11/1/22	29,711.41	1,454.06	-	1,454.06	1,379.78	74.28	28,331.62	1,596.59
17	12/1/22	28,331.62	1,454.06	-	1,454.06	1,383.23	70.83	26,948.39	1,667.42
18	1/1/23	26,948.39	1,454.06	-	1,454.06	1,386.69	67.37	25,561.70	1,734.79
19	2/1/23	25,561.70	1,454.06	-	1,454.06	1,390.16	63.90	24,171.55	1,798.70
20	3/1/23	24,171.55	1,454.06	-	1,454.06	1,393.63	60.43	22,777.92	1,859.13
21	4/1/23	22,777.92	1,454.06	-	1,454.06	1,397.12	56.94	21,380.80	1,916.07
22	5/1/23	21,380.80	1,454.06	-	1,454.06	1,400.61	53.45	19,980.19	1,969.52
23	6/1/23	19,980.19	1,454.06	-	1,454.06	1,404.11	49.95	18,576.08	2,019.47
24	7/1/23	18,576.08	1,454.06	-	1,454.06	1,407.62	46.44	17,168.46	2,065.91
25	8/1/23	17,168.46	1,454.06	-	1,454.06	1,411.14	42.92	15,757.32	2,108.83
26	9/1/23	15,757.32	1,454.06	-	1,454.06	1,414.67	39.39	14,342.65	2,148.23
27	10/1/23	14,342.65	1,454.06	-	1,454.06	1,418.20	35.86	12,924.45	2,184.08
28	11/1/23	12,924.45	1,454.06	-	1,454.06	1,421.75	32.31	11,502.70	2,216.39
29	12/1/23	11,502.70	1,454.06	-	1,454.06	1,425.30	28.76	10,077.40	2,245.15
30	1/1/24	10,077.40	1,454.06	-	1,454.06	1,428.87	25.19	8,648.53	2,270.35
31	2/1/24	8,648.53	1,454.06	-	1,454.06	1,432.44	21.62	7,216.09	2,291.97
32	3/1/24	7,216.09	1,454.06	-	1,454.06	1,436.02	18.04	5,780.07	2,310.01
33	4/1/24	5,780.07	1,454.06	-	1,454.06	1,439.61	14.45	4,340.46	2,324.46
34	5/1/24	4,340.46	1,454.06	-	1,454.06	1,443.21	10.85	2,897.25	2,335.31
35	6/1/24	2,897.25	1,454.06	-	1,454.06	1,446.82	7.24	1,450.43	2,342.55
36	7/1/24	1,450.43	1,454.06	-	1,450.43	1,446.81	3.63	0.00	2,346.18

PROMISSORY NOTE

**Term Loan
Fixed Rate**

\$50,000.00

Dated: ___/___/2021

Due Date: July 1, 2024

For value received, **Charles F. Gilbert and Sons, a Michigan Domestic Profit Corporation**, (Borrower) promises to pay to the order of **City of Owosso** (Lender), at 301 West Main Street, Owosso, Michigan 48867 or another place Lender designates in writing, the principal sum of **\$50,000.00**, plus interest as provided in this note on all amounts outstanding, all in lawful money of the United States of America as stated below.

1. **Interest rate.** The principal amount outstanding under this promissory note (the Note) shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding at the rate of **3%** per annum.
2. **Payment.** This Note shall be paid in consecutive monthly payments of principal and interest, in the amount of **\$1,450.06** each, beginning on **August 1, 2021**, and continuing on the same day of each consecutive month after that. A final payment will be due on the Due Date in an amount equal to the then unpaid principal and accrued interest. If the period from the date of this Note to the first payment Due Date (the First Payment Period) is more than one month, accrued interest for the number of days by which the First Payment Period exceeds one month will be, at Lender's option, (a) collected at closing; (b) payable in the month following the month in which this Note is signed, on the day of the month that the regular monthly payments provided for in this Note are due; or (c) payable with the first payment provided for in this Note. All payments required to be paid shall first be applied to costs and expenses required to be paid, then to accrued interest, and then the balance against the principal. Borrower understands that the installment payments of principal may not be sufficient to fully amortize the outstanding principal balance of this Note by the Due Date and that, in that case, the final payment due on the Due Date will be a payment of all then outstanding principal and accrued interest.
3. **Interest rate limited to maximum provided by law.** Nothing in this Note or any transaction relating to it shall be construed or operate to require Borrower to pay or be charged interest at a rate greater than the maximum allowed by the applicable law relating to this Note. If any interest or other charges charged, paid, or payable by Borrower in connection with this Note or any other document delivered in connection with this Note result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by applicable law, the excess shall be waived by the holder, and the excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.
4. **Events of default.** Borrower, without notice or demand of any kind, shall be in default under this Note on the occurrence of any of the following: (a) if any amount due and

owing on this Note, any fees due Lender, any expenses incurred by Lender under this Note, or any and all other liabilities and obligations of Borrower to Lender are not paid when due or (b) if any other event of default, as defined in the business loan agreement referenced below, as may be amended from time to time, occurs (Event of Default).

5. **Remedies.** On the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance under this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable in full, without presentment, demand, or notice of any kind, all of which Borrower expressly waives. Lender shall then have and may exercise any one or more of the rights and remedies provided in this Note or in any loan agreement, mortgage, guaranty, security agreement, assignment, or other document relating to this Note. The remedies provided for under this Note are cumulative to the remedies for collection of the amounts owing under this Note as provided by law or by any loan agreement, mortgage, guaranty, security agreement, or other document relating to this Note. Nothing in this Note is intended or should be construed to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any loan agreement, mortgage, guaranty, security agreement, or other instrument relating to this Note.
6. **Costs of collection.** Borrower agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.
7. **Default rate of interest.** During any periods that an Event of Default has occurred and is continuing, after the Due Date, or after acceleration of maturity, the outstanding principal amount shall bear interest at a rate equal to 2 percent per annum greater than the interest rate otherwise charged under this Note.
8. **Late charges.** If any required payment is not made within 10 days after the date it is due (other than the total payment of principal due on the Due Date), at the option of Lender, a late charge in the amount of 5 percent of the overdue payment may be charged.
9. **No waiver of default.** Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. On any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest to be immediately due and payable nor the failure of Lender to demand strict performance of any other obligation of Borrower or any other person who may be liable shall constitute a waiver of any such rights or a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable under this Note.
10. **General.** Borrower and all endorsers and guarantors of this Note, if any, jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, and diligence in collection or bringing suit and consent to any and all extensions of time, renewals, waivers, or modifications that Lender may grant regarding payment or any other provisions of this Note and to the release of any collateral or any part of it, with or without substitution. Borrower's liability shall be absolute and unconditional, without regard to the liability of any other party to this Note. This Note shall be deemed to have been executed in, and all rights and obligations shall be governed by, the laws of the state of Michigan. Venue for all actions and disputes under this Note shall lie in **Shiawassee County**, Michigan.
11. **Litigation.** Borrower warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Borrower's knowledge, threatened or

likely to be asserted, against the Borrower, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Borrower.

12. **Material Facts.** This Agreement and any other information furnished to Lender in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

13. **Other documents.** This Note has been signed pursuant to, or is secured or supported by, the following documents:

- o Owosso Main Street/DDA Loan Application- Property Development dated 3/30/21
- o DDA Loan Amortization Schedule
- o guaranty signed by _____ dated _____

Borrower and Lender may also have signed other documents in conjunction with providing for security for this Note or other matters. Reference is made to the above documents for additional terms relating to the transaction giving rise to this Note or the security or support given for this Note and additional terms and conditions under which this Note matures or may be accelerated or prepaid.

BORROWER
Charles F. Gilbert and Sons, Inc.

William Gilbert
Its: _____

Lender
City of Owosso

By: _____

Its: _____

GUARANTY AGREEMENT

This Guaranty is made on the _____ day of _____, 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, _____ (Guarantor), and Charles F. Gilbert and Sons, Inc. (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: _____, 2021

GUARANTOR

BY: _____

PRINT NAME: _____

SOC. SEC. NO.: _____ - _____ - _____

DATE OF BIRTH: ____ / ____ / ____

ADDRESS: _____

PREPARED BY:
Scott J. Gould P76101
Owosso City Attorney
114 East Main Street, Suite 218
Owosso, Michigan 48867
(989)729-0071

**CITY OF OWOSSO & OWOSSO MAIN STREET/DDA
GRANT AGREEMENT
WITH THE
CHARLES F. GILBERT AND SONS, INC.**

THIS GRANT AGREEMENT (this "Agreement"), effective as of June 22, 2021, (the "Effective Date"), is between the City of Owosso, a public body, whose address is 301 W. Main Street, Owosso, Michigan 48867, and Charles F. Gilberts and Sons, Inc., a private company, whose address is 113 W. Main St. Owosso, Michigan 48867 (the "Grantee"). As used in this Agreement, the City of Owosso and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

- A. The Revolving Loan Fund upper-floor residential development grant were created to incentive the increase upper-floor residential development within the downtown district. Increasing upper-floor residential density within the downtown is a Transformation Strategy for Owosso Main Street/DDA in collaboration with both the National Main Street Center & the Michigan Main Street Center.
- B. The Grantee applied for a grant to conduct architectural services for 113 W. Main Street ("Project").
- C. The City of Owosso agrees to award Grantee a grant in the amount of up to Three Thousand Dollars (\$3,000.00) to be disbursed by Grantee under the terms of this Agreement (the "RFL Grant").
- D. Consistent with this Agreement, the Grantee desires to disburse the RFL Grant to the Company for reimbursement of certain of Company's development expenses for the Project arising out of architectural services (the foregoing, "Eligible Expenses").

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

RFL GRANT

Section 2.1 RFL Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee set forth in this Agreement, the City of Owosso agrees to make, and the Grantee agrees to accept, the RFL Grant.

Section 2.2 RFL Grant Manager. The Grantee must communicate with the City of Owosso's representative named below, or his or her designee, regarding this Agreement. The Grant Manager

may be changed at any time at the discretion of the City of Owosso, and the City of Owosso shall give Grantee notice of any change to the designated Grant Manager.

Joshua Adams ("Grant Manager")
Owosso Main Street/DDA
301 W. Main Street
Owosso, MI 48867
downtownowosso@gmail.com

Section 2.3 Grant Terms.

(a) **Conditions to MEDC Grant Disbursement.** The City of Owosso's obligation to fund any portion of the RFL Grant is subject to all of the terms and conditions of this Agreement, including without limitation, the Grantee's satisfaction of all of the requirements to obtain a Grant Disbursement under Key Milestone Number One set forth on Exhibit B, and the Grantee being in compliance with this Agreement. The Grant Manager determines compliance with Key Milestone Number One.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the City of Owosso:

Section 3.1 Organization. The Grantee has the power to enter into and perform its obligations under this Agreement.

Section 3.2 Authority. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law or result in the breach, be a default of, or require any consent under, any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. Except as has been disclosed in writing to the City of Owosso, no consent or approval is necessary from any governmental or other entity, except the City of Owosso, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. Neither this Agreement, nor any written statements or certificates furnished by the Grantee to the City of Owosso or the City of Owosso in connection with the making of the RLF Grant and Agreement contain any untrue statement of material fact, or to the best of the Grantee's knowledge, omit a fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 Litigation or Other Proceedings. Except as has been disclosed in writing to the City of Owosso, to the knowledge of the Grantee and its officers or directors, there are no suits or proceedings pending or, to the knowledge of the Grantee or its officers or directors, threatened, before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Grantee, would have a material adverse effect on the financial condition or business of the Grantee or impair the Grantee's ability to perform its obligations under the Agreement.

Section 3.6 Compliance with Laws. To its knowledge, the Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject.

Section 3.7 Uses of Grant Disbursements.

(a) Any Grant Disbursement paid by the City of Owosso to the Grantee shall be paid by the Grantee to the Company as reimbursement for the Eligible Expenses for the Project.

(b) In addition to submission of information required by Key Milestone Number One, if requested by the Grant Manager, the Grantee shall provide additional information satisfactory to the Grant Manager evidencing the Grantee's use of any Grant Disbursement.

Section 3.8 Conflict of Interest. Except as has been disclosed to the City of Owosso, Grantee affirms that neither the Grantee, nor any of its officers, directors, employees, or affiliates have, shall have, or shall acquire any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any of its officer, directors, employees, or affiliates have accepted, shall accept, have offered, or shall offer, anything of value to influence the City of Owosso, its Council, Boards, Committee and their respective directors, participants, officers, agents and employees. Grantee shall not attempt to influence any City of Owosso employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the City of Owosso regarding possible conflicts of interest which may arise because of such change. Grantee agrees that conflicts of interest shall be resolved to the City of Owosso's satisfaction or the City of Owosso may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

Section 3.9 Key Milestones. The Grantee agrees to Key Milestone Number One set forth in Exhibit B.

Section 3.10 Other Grantee Covenants

(a) **Company Meetings.** Grantee shall use reasonable efforts to meet with a qualified Company representative to generally review Company activities and operations for the Project on or about each month for three (3) months following the Effective Date, and on or about each of the sixth (6th) and twelfth (12th) month following the Effective Date.

(b) **Reporting.** In addition to other monthly reporting to the City of Owosso under the City of Owosso's Michigan Main Street program, the Grantee shall provide such other reports and information reasonably requested by Grant Manager from time to time.

(c) **Indemnification and Insurance.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the City of Owosso, its Council, Boards, Committees, and their respective directors, participants, officers, agents and employees ("Indemnified Persons") from any damages that it may sustain by any acts or omissions of Grantee pertaining to this Agreement. The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of, or as a result of, Grantee's operations, or its acts or omissions arising under this Agreement; however, Grantee's indemnification obligations under this Agreement shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage and workers' compensation insurance. This Section shall survive indefinitely.

(d) **Access to Records.** During the Term, and for five (5) years thereafter, the Grantee shall maintain reasonable records arising out of this Agreement and shall allow access to those records by the City of Owosso, or its authorized representative. This Section shall survive for five (5) years following the end of the Term.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE CITY OF OWOSSO

The City of Owosso represents and warrants to the Grantee:

Section 4.1 Organization. The City of Owosso is a public body corporate and has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Grantee, or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the City of Owosso or the performance of any of its obligations under this Agreement.

ARTICLE V

SUSPENSION, TERMINATION, DEFAULT AND REPAYMENT

Section 5.1 Suspension, Termination, Event of Default. Notwithstanding anything to the contrary, the City of Owosso's obligation to disburse any portion of the RLF Grant shall automatically be suspended and may be terminated, and this Agreement may be terminated, all at the option of the City of Owosso, upon the occurrence, and during the continuance, of any one or more of the following events (each, an "Event of Default"), unless a written waiver is provided by the City of Owosso:

- (a) the failure of the Grantee to request the Grant Disbursement in accordance with this Agreement, which in the aggregate, totals the full amount of the RLF Grant, by no later than December 22, 2021;
- (b) any representation or covenant made by the Grantee in support of this Agreement shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in any Grant Disbursement Request or otherwise in support of Key Milestone Number One, or the representations and covenants set forth in Article III;
- (c) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failing any of the terms, covenants or conditions under Article III, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (d) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the City of Owosso, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Talent and Economic Development, or the City of Owosso, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

Section 5.2 Repayment for Certain Events.

(a) **Event of Default.** If this Agreement is terminated prior to the end of the Term by the City of Owosso as a result of any Event of a Default, the Grantee shall upon written notice by the City of Owosso, immediately repay to the City of Owosso the amount of the RLF Grant then disbursed by the City of Owosso to the Grantee that Grantee has not yet disbursed to the Company as permitted by this Agreement.

(b) **Recovery by the Grantee.** In the event the Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any RLF Grant funds from or on behalf of any Company, the amount received (not to exceed the amount of the Grant Disbursement paid to Grantee) less reasonable costs of collection, if any, shall be repaid to the City of Owosso within thirty (30) calendars of receipt by the Grantee.

(c) **Failure to Disburse.** In the event the Grantee has received any Grant Disbursement and has not, within sixty (60) days of receipt of such Grant Disbursement, disbursed all such RLF Grant monies to the Company as permitted by this Agreement, the Grantee shall return to the City of Owosso the portion of the RLF Grant monies not yet disbursed by the Grantee.

Section 5.3 Available Remedies. The suspension or termination of payments to the Grantee, or the termination of this Agreement, are not intended to be the sole and exclusive remedies available to the City of Owosso, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the City of Owosso in collecting any sums due the City of Owosso from the Grantee under this Agreement, in enforcing any of its rights against the Grantee under this Agreement, or in exercising any remedies against the Grantee available to the City of Owosso.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notice. Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date.

Section 6.2 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by facsimile or in pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 6.3 Severability. All clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

Section 6.4 Captions. The captions or headings in Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.5 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 6.6 Relationship between Parties. The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the City, or Owosso Main Street/DDA to any individual person, firm or entity for any purpose.

Section 6.7. Successors and Assigns. The City of Owosso may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the City of Owosso. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 6.8 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.9 Termination of Agreement. Except as to this Article VI and the Exhibit A definitions, which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims for repayment hereunder which arise out event that occurred during the Term, shall be brought within three (3) years after the end of the Term, and all available remedies thereon shall survive until all amounts due the City of Owosso are paid in full. Provided further, and notwithstanding anything to the contrary, in the event that the State Legislature or the State government fails to provide or terminates the funding necessary for the City of Owosso to fund the RLF Grant, the City of Owosso may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the City of Owosso has no further obligation to make any Grant Disbursement to Grantee for any reason beyond the date of termination of this Agreement.

Section 6.10 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the City of Owosso.

Section 6.11 Publicity. At the request and expense of the City of Owosso the Grantee will cooperate with the City of Owosso, and request that the Company also cooperate, to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project location, or other locations, acceptable to the Parties.

Section 6.12 Site Visit. At the request and expense of the City of Owosso, the Grantee will cooperate with the City of Owosso, and request that the Company also cooperate, to permit the Grant Manager or such other City of Owosso representative to visit the Project location and/or view the results of the Eligible Expenses.

(Signature page follows)

The Parties have executed this Agreement effective on the Effective Date.

City of Owosso

By: Christopher Eveleth

Its: Mayor

Charles F. Gilberts and Sons, Inc

By: William Gilbert

Its: _____

EXHIBIT A

DEFINED TERMS

- (a) “**Agreement**” means this Agreement, including the Exhibits to this Agreement.
- (b) “**Company**” has the meaning set forth on the respective Exhibits.
- (c) “**Cure Period**” means within thirty (30) calendar days after written notice by the MEDC, or within such longer period as determined in writing and at the sole discretion of the MEDC.
- (d) “**Company Match**” has the meaning set forth in Exhibit B-1.
- (e) “**Effective Date**” has the meaning set forth in the preamble.
- (f) “**Eligible Expenses**” has the meaning set forth in Recital D.
- (g) “**Event of Default**” means any one or more of those events described in Section 5.1.
- (h) “**Exhibit**” means each of the documents or instruments attached to this Agreement.
- (i) “**Grant Disbursement**” means RLF Grant funds paid to the Grantee under this Agreement.
- (j) “**Grant Disbursement Request**” means: a written request from the Grantee for a Grant Disbursement in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1; and
- (k) “**Grantee**” has the meaning set forth in the preamble.
- (l) “**Grant Manager**” has the meaning set forth in Section 2.2.
- (m) “**Indemnified Persons**” has the meaning set forth in Section 3.10(c).
- (n) “**Key Milestone Number One**” means Key Milestone Number One which is set forth on Exhibit B.
- (o) “**RLF Grant**” has the meaning set forth in Recital C.
- (p) “**Party**” or “**Parties**” has the meaning set forth in the preamble.
- (q) “**Project**” has the meaning in Recital B.
- (r) “**State**” means the State of Michigan.
- (s) “**Term**” means from the Effective Date and, unless earlier terminated as provided by this Agreement through December 22, 2021.

EXHIBIT B

KEY MILESTONES

Key Milestone Number One:

Subject to the terms and conditions of the Agreement, including the terms and conditions of Section 2.3 of the Agreement which include the required submission of a Grant Disbursement Request, and any other information as may be required under the Agreement, a Grant Disbursement may be requested by the Grantee:

Grant Disbursement: Up to \$3,000.00.

By no later than December 22, 2021, the Grantee must submit, and demonstrate to the satisfaction of the Grant Manager, all the following, and must otherwise be in compliance with the Agreement:

1. A fully completed Grant Disbursement Request in the form and substance set forth in Exhibit B-1, signed by the Grantee; and
2. A fully completed acknowledgement of the Company in the form and substance set forth on Exhibit B-1, signed by Company; and
3. One or more photograph(s) of the Project, which at a minimum must include a photograph of all improvements made to the Project because of Eligible Expenses.

EXHIBIT B-1

KEY MILESTONE NUMBER ONE GRANT DISBURSEMENT REQUEST

This Grant Disbursement Request is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of December 22, 2021 (the "Grant Agreement"), by and between the City of Owosso, and the Charles F. Gilberts and Sons, Inc (the "Grantee"). Capitalized terms in this Grant Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.

The undersigned, in the name and on behalf of Grantee, hereby certifies, represents and warrants, that as of the date of signing this Grant Disbursement Request:

1. The Grantee has complied, and is in compliance, with all the terms, covenants and conditions of the Grant Agreement.
2. No Event of Default (as defined in Section 5.1 of the Grant Agreement) exists, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.
3. The representations and covenants of the Grantee contained in Article III of the Grant Agreement are true.
4. This Grant Disbursement Request is being submitted with respect to Charles F. Gilberts and Sons, Inc. ("Company") for the Project located at 113 W. Main Street, Owosso, MI 48867.
5. Attached is a copy of supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).

6. Attached is one or more photograph(s) evidencing the improvements made to the Project because of Eligible Expenses.
8. For grants for architectural services and/or other professional services; documentation proving development is scheduled to start, as well as a projected start date.
7. The Grantee requests a Grant disbursement in the amount of \$3,000.00.

The undersigned has the authority, and signs this Grant Disbursement Request, on behalf of the Grantee.

City of Owosso

By: Christopher Eveleth
Its: Mayor

Dated: _____

COMPANY ACKNOWLEDGMENT

1. The Company affirms it has paid the Eligible Expenses for the Project.
2. The Company will cooperate with the Grantee's and/or the City of Owosso's reasonable requests for information related to the Project, Eligible Expenses or arising out of the Grant Agreement.
3. At the request and expense of the City of Owosso the Company will cooperate with the Grantee, and the City of Owosso, to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project location, or other locations, acceptable to the Parties.
4. At the request and expense of the City of Owosso, the Company will cooperate with the Grantee and the City of Owosso, to permit a City of Owosso representative to visit the Project location and/or view the results of the Eligible Expenses.

The undersigned has the authority, and signs this Company Acknowledgment, on behalf of the Company.

Charles F. Gilberts and Sons, Inc.

By: William Gilbert
Its: _____

Dated: _____



MEMORANDUM

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

DATE: June 16, 2021

TO: Owosso City Council

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

SUBJECT: GIS General Services - Water/Sanitary Sewer/Storm Sewer Database Mapping

RECOMMENDATION:

Approval to amend professional services agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as an addendum to city council approved resolution 26-2015 dated April 6, 2015, providing additional GIS & Asset Management Services in the amount of \$15,000.00.

BACKGROUND:

OHM has developed geodatabases for the Water Distribution System, the Sanitary Sewer Collection System, and the Storm Sewer Collection System. These mapping and asset management systems require as needed support for the implementation of new GIS field applications, training of staff, State of Michigan asset management regulatory compliance initiatives, as well as other on-going field data GIS conversions where required.

Previous approvals for such services are:

Council approved 07 August 2017.....	\$13,366.25 - Support Services
Council approved 17 December 2018...	\$30,000.00 - Support Services
Council Approved 06 January 2020....	\$15,000.00 - Support Services
Council Approved 03 August 2020....	\$20,000.00 - Support Services

FISCAL IMPACTS:

The additional services proposed are not-to-exceed \$15,000.00. Services are chargeable to the FY 2020-2021 Water Fund account 591-552-818.000, Sewer Fund account 590-549-818.000, and Street Fund accounts 202/203-463-818.000.

Attachments: (1) Resolution

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF ADDENDUM TO
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution No. 116-2017 on August 7, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for providing GIS database maintenance, new software applications, and training services for water distribution, sanitary sewer, and storm sewer mapping systems.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 26-2015 on April 6, 2015 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$15,000.00 for ongoing GIS database mapping services.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$78,366.25 previously approved, plus the proposed addendum amount of \$15,000.00, for a total not to exceed of \$93,366.25 for GIS-Asset Management General Services.
- THIRD: The above expenses shall be paid from water funds, sewer funds, and street funds.

**AMENDMENT NO. 5 TO
A CONTRACT FOR GIS DATABASE MAINTENANCE SERVICES WITH
OHM ADVISORS**

This amendment is attached and made part of the contract for services entitled Addendum No. 2, GIS Database Maintenance Services, authorized by City Council August 7, 2017, to the 2017 General Engineering Services Contract, between the city of Owosso, Michigan (City) and Orchard, Hiltz & McCliment, Inc. dba OHM Advisors (Engineer)

AMENDMENT NO. 5

GIS DATABASE MAINTENANCE SERVICES FOR WATER DISTRIBUTION, SANITARY SEWER, AND
STORM SEWER MAPPING SYSTEMS

PROJECT SCOPE OF WORK

The project scope of work includes additional services for the provision of GIS database maintenance, support for implementation of new field applications, and training services for water distribution, sanitary sewer, and storm sewer mapping systems.

SCHEDULE

The schedule for the project is amended as follows:

No work can begin before July 1, 2021 and all work is to be completed by June 30, 2022.

COMPENSATION

The additional services proposed are not to exceed \$15,000.00.

Approved by City Council: June 21, 2021.

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

For the Contractor:

For the City:

By: _____

By: _____

Christopher T. Eveleth, Mayor

Its: _____

By: _____

By: _____

Amy K. Kirkland, City Clerk

Its: _____

Executed: _____, 2021

Executed: _____, 2021



MEMORANDUM

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

DATE: June 11, 2021
TO: City Council
FROM: Ryan Suchanek, Director of Public Services & Utilities
SUBJECT: Joint Solicitation–Lansing Board of Water & Light (LBWL) Consortium for Bulk Chemicals

RECOMMENDATION:

Authorization to enter into purchase agreements with PVS Technologies, Jones Chemical Incorporated, and Graymont Western Lime Inc. for bulk chemicals necessary for treatment of potable water and wastewater.

BACKGROUND:

The Lansing Board of Water & Light solicits bids each year for bulk chemicals for its own operations and many other surrounding communities. The following bulk chemicals are the lowest priced available through the competitive bid process for the 2021-2022 budget year:

Ferric Chloride (FeCl₃) is used at the Wastewater Treatment Works for removal of phosphorous and suspended solids. Of the bids received by LBWL, PVS Technologies of Detroit, Michigan was the low responsible and responsive bidder at \$225.00/Liquid Ton or \$592.00/Dry Ton of FeCl₃ ion. This price has not changed since 2019. Owosso will enter into a separate agreement as the LBWL does not use FeCl₃.

Sodium Hypochlorite (NaOCl) is used at the Wastewater Treatment Works for disinfection of process wastewater effluent, and at the Water Filtration Facility for disinfection of potable drinking water. Of the bids received by LBWL, Jones Chemical Incorporated, of Riverview, Michigan was the low responsible and responsive bidder at \$0.72/gallon. Price 2020 was \$0.71/gallon, Price 2019 was \$0.746/gallon. Price 2018 was \$0.67/gallon.

CaCO₃ Lime (Pebble Quick Lime) is primarily used for the removal of carbonate hardness and iron from ground water, and also provides some disinfection properties for water. Of the bids received by LBWL, Graymont Western Inc. of Westbend, Wisconsin was the low responsible bidder at \$143.50/Dry Ton. Price 2020 was \$143.90/Dry Ton, Price 2019 was \$143.00/Dry Ton, Price 2018 was \$134.61/Dry Ton.

FISCAL IMPACTS:

FeCl₃ usage estimated for FY2021-2022 is 277 ton @ \$225.00/Liquid Ton for total..... \$62,325.00
NaOCl usage estimated for FY2021-2022 is 54,000 gallons @ \$.7200/gallon for total..... \$38,880.00
Plus split delivery charges of \$95.00/12 deliveries..... \$1,140.00
CaCO₃ usage estimated for FY2021-2022 is 840 ton @ \$143.50/Dry Ton for total \$120,540.00

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

Attachments: (1) Bid Documents (2) Resolutions

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
FERRIC CHLORIDE WITH PVS TECHNOLOGIES, INC.
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT 2021
CONSORTIUM COMPETITIVE BIDDING PROGRAM**

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

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for ferric chloride; and it is hereby determined that PVS Technologies, Inc. is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Ferric Chloride from PVS Technologies, Inc. of Detroit, Michigan, at the price of \$225.00 per liquid ton, for an estimated usage of 277 liquid ton for FY 2021-2022.

SECOND: The accounts payable department is authorized to submit payment to PVS Technologies, Inc. in the amount of \$62,325.00 for FY2021-2022.

THIRD: The above expenses shall be paid from the wastewater fund following delivery, and chargeable to account 599-548-743.100.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
SODIUM HYPOCHLORITE WITH JCI JONES CHEMICALS INC. OF RIVERVIEW,
MICHIGAN IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT
CONSORTIUM 2021 COMPETITIVE BIDDING PROGRAM**

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

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for sodium hypochlorite; and it is hereby determined that JCI Jones Chemicals, Inc. of Riverview, Michigan is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase sodium hypochlorite from JCI Jones Chemicals, Inc. at the price of \$.7200 per gallon at an estimated usage of 54,000 gallons FY2021-2022

SECOND: The accounts payable department is authorized to submit payment to JCI Jones Chemicals, Inc. in the amount of \$38,880.00, plus split delivery charges of \$1,140.00, for total of 40,020.00.

THIRD: The above expenses shall be paid from the wastewater and water fund following delivery, and chargeable to account 599-548-743.300 in the amount of \$30,020.00 and to account 591-553-743.000 in the amount of \$10,000.00.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
LIME (PEBBLE QUICK LIME) WITH GRAYMONT WESTERN LIME INC.
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM
2021 COMPETITIVE BIDDING PROGRAM**

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

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for lime; and it is hereby determined that Graymont Western Lime Inc. of Westbend, Wisconsin is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Lime from Graymont Western Lime Inc., at the price of \$143.50 per ton at an estimated usage of 840 ton for FY2021-2022.
- SECOND: The accounts payable department is authorized to submit payment to Graymont Western lime Inc. in the amount of \$120,540.00.
- THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

Hydrofoulsilic Acid								
Hydrofoulsilic Acid	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
ALEXANDER CHEMICALS								
Price competitiveness	5	0	4	4	0	5	0	3
Product Quality	5	0	0	5	0	4	4	3
Delivery Requirements	5	0	0	5	0	4	4	3
Administrative Requirements	0	0	3	5	0	4	4	3
OVERALL	3.75	0	1.75	4.75	0	4.25	3	3

20.5

Pebble Quick Lime								
Pebble Quick Lime	BWL	City of Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
Carmeuse								
Price competitiveness	5	0	5	5	0	5	0	4
Product Quality	1	0	3	1	0	5	3	1
Delivery Requirements	3	0	3	5	0	5	3	1
Administrative Requirements	5	0	3	4	0	2	3	3
OVERALL	3.5	0	3.5	3.75	0	4.25	2.25	2.25

19.5

Graymont								
Graymont	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
Price competitiveness	4	0	3	4.9	0	4	0	3
Product Quality	5	0	4	5	0	4	4	3
Delivery Requirements	5	0	3	5	0	5	4	3
Administrative Requirements	5	0	3	5	0	5	4	3
OVERALL	4.75	0	3.25	4.975	0	4.5	3	3

23.475

Socdlum Hypochlorite								
Sodium Hypochlorite	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
ALEXANDER CHEMICALS								
Price competitiveness	3	1	2	3	4	3	0	3
Product Quality	0	3	3	0	5	3	0	3
Delivery Requirements	5	3	3	0	5	5	0	3
Administrative Requirements	0	3	3	5	5	4	0	3
OVERALL	2	2.5	2.75	2	4.75	3.75	0	3

20.75

JONES CHEMICALS								
JONES CHEMICALS	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
Price competitiveness	5	4	4	5	4	5	0	5
Product Quality	5	4	3	5	5	5	0	3
Delivery Requirements	5	4	3	5	5	5	0	3
Administrative Requirements	5	4	3	5	5	4	0	3
OVERALL	5	4	3.25	5	4.75	4.75	0	3.5

30.25

OLIN								
OLIN	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
Price competitiveness	4	3	3	0	4	4	0	4
Product Quality	5	3	3	0	5	5	0	3
Delivery Requirements	5	3	3	0	5	5	0	3
Administrative Requirements	1	3	3	0	5	4	0	3
OVERALL	3.75	3	3	0	4.75	4.5	0	3.25

22.25

Ferric Chloride								
Ferric Chloride	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
PVS CHEMICALS								
Price competitiveness	0	3	3	5	4	5	0	2
Product Quality	0	3	3	5	5	4	4	3
Delivery Requirements	0	4	4	5	5	4	4	3
Administrative Requirements	0	4	3	5	5	4	4	4
OVERALL	0	3.5	3.25	5	4.75	4.25	3	3

26.75

USP TECHNOLOGIES								
USP TECHNOLOGIES	BWL	Lansing	Adrian	Ann Arbor	East Lansing	ELMWSA	Jackson	Owosso
Price competitiveness	0	1	3	1	3	3	0	5
Product Quality	0	3	3	0	3	4	3	4
Delivery Requirements	0	3	3	0	3	4	3	3
Administrative Requirements	0	3	3	0	3	4	3	4
OVERALL	0	2.5	3	0.25	3	3.75	2.25	4

18.75

Soda Ash								
Soda Ash	BWL	City of Lansing	City of Adrian	City of Ann Arbor	City of East Lansing	ELMWSA	City of Jackson	City of Owosso
TATA CHEMICALS								
Price competitiveness	5	0	0	0	0	5	0	0
Product Quality	0	0	0	0	0	4	0	0
Delivery Requirements	5	0	0	0	0	4	0	0
Administrative Requirements	5	0	0	0	0	4	0	0
OVERALL	3.75	0	0	0	0	4.25	0	0

8

Lansing Board of Water Light
Purchasing Warehousing Department
Bid Evaluation Form



RFP Title: Mid-Michigan Bulk Water Chemical Consortium

			Evaluated Bidders							
			Alexander Chemicals	Carmeuse	Graymont	Jones Chemicals	Olin	PVS Chemicals	Tata Chemicals	USP Technologies
Item Description		Unit	Unit Price	Unit Price	Unit price	Unit Price	Unit Price	Unit Price	Unit Price	
Sodium										
Chemical/gal			0.8274	No bid	No Bid	0.716	0.7395	No bid	No bid	No bid
Demurrage/hr.			\$75.00	No bid	No bid	\$80.00	\$80.00	No bid	No bid	No bid
Hydrofluosilic Acid										
Chemical in minimum 40,000 lbs. shipments/ton			\$388.00	No bid	No Bid	No bid	No bid	No bid	No bid	No bid
Chemical in minimum 30,000 lbs. shipments/ton			\$426.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid
Chemical split between multiple locations in minimum 40,000 lbs. shipments/ton			\$426.00 delivered + \$60.00 split load	No bid	No bid	No bid	No bid	No bid	No bid	No bid
Demurrage			\$75.00	No bid	No bid	No bid	No bid	No bid	No bid	No bid
Ferric Chloride										
Dry Chemical/ton			No bid	No bid	No Bid	No bid	No bid	\$592.00	No bid	\$888.00
Liquid Chemical/ton			No bid	No bid	No bid	No bid	No bid	\$225.00	No bid	\$337.50
Demurrage/hr.			No bid	No bid	No bid	No bid	No bid	\$95.00	No bid	\$100.00
Pebble Quick Lime										
Chemical/ton			No bid	\$128.00	\$143.50	No bid	No bid	No bid	No bid	No bid
Demurrage/hr.			No bid	\$70.00	\$95.00	No bid	No bid	No bid	No bid	No bid
Sod Ash										
Chemical/ton			No Bid	No Bid	No Bid	No bid	No bid	No bid	\$331.14	No bid
Demurrage/hr.			No bid	No bid	No bid	No bid	No bid	No bid	\$100.00	No bid

Corrected pricing



June 8th, 2020

Ryan Suchanek
City of Owosso
Owosso, MI

PVS CHEMICALS
10900 HARPER AVE
DETROIT, MI 48213

Dear Debbie:

Thank you for the opportunity to supply your Ferric Chloride requirement. PVS Technologies is pleased offer the following contract agreement:

Product: Liquid Ferric Chloride 38-42%
Delivery Quantity: 4,000 gallons / 45,000 wet lbs. minimum
Estimated Annual Contract Volume: 277 Liquid Tons
Price: \$225 per Liquid Ton; Delivered FIRM
Terms: Net 30 Days
Effective Date: 7/1/21-6/30/22

PVS will supply 100% of estimated volume above and Owosso agrees to purchase 100% of their ferric chloride requirement from PVS.

Additional Charges (if applicable): Demurrage (\$95/hr after 2 hours, billed in 15 minute increments), Holiday Charge (\$300), Saturday Charge (\$200) and/or Sunday Charge (\$300), Layover (as negotiated), Washout (\$250), Cancellation within 24 hrs TONU (\$250 per load).

Agreed by:

 Date: 6/14/21

Craig Mikkelson
VP of Sales & Manufacturing
PVS Technologies

 Date: 6/10/21

Ryan Suchanek
Director of Public Service
City of Owosso



Lansing Board of Water & Light Contract Agreement

Date: 04/26/2021

Page: 1 of 9

Contract Number: 4600001744

Valid from: 07/01/2021 thru 06/30/2022

Incoterms: FOB Lansing

Payment Terms: Net payment due within 30 days

Your vendor number with us: 203207

JCI JONES CHEMICALS INC
Att: PAMELA NOWASKE/SANDY GARBER
18000 PAYNE ST
RIVERVIEW MI 48192-1208
USA

Contact Buyer: Tony DeLuca

Phone: 517-702-6194
Mobile:
Fax: 517-702-6042
Email: Tony.DeLuca@LBWL.COM

Phone: 734-283-0677
Mobile:
Fax: 734-283-0979
Email: pnowaske@jcichem.com

This Contract is issued pursuant to the request for proposal for Mid-Michigan Water Bulk Chemical Consortium 2021/2022 RFP, dated 3/1/2021.

Item	Material	Description	Target Quantity	Order Unit	Net Price	Per	OPU
10	97-00101	CHLORINE SODIUM HYPOCHLORITE NOTE: DRIVER WILL NEED NOZZLE TO FILL 55 GAL DRUMS.	1	GAL	0.72	1	GAL
20		Demurrage (first 4 hours free)	1.0	HR	80.00	1	HR

The Contract incorporates the following documents by reference (#Contract Documents#):

Notice to Bidders, dated 2/4/2021;
Instructions to Bidders;
Addendum No. 1 and 2;
Scope of Work;
Proposal Form - signed by Donald Skidmore, Jr., dated 2/25/2021;
Pre-Bid Mandatory Meeting, dated 2/10/2021;
Sworn and Notarized Affidavit of Compliance - Iran Economic Sanctions Act;
Certificate of Liability Insurance;
Completed Acknowledgement; and
Terms and Conditions for Water Chemicals (#Terms and Conditions#).

The Terms and Conditions shall take precedence in the event of any inconsistency or conflict between those terms and the terms of any of the Contract Documents or other agreement incorporated into any Contract Document or supplemental agreements between the parties with respect to the subject matter herein. JCI - Jones Chemicals, Inc., terms and conditions contained/referenced in the proposal/quote are not applicable;

Prior to start of work the contractor shall provide the following documents to:

Board of Water and Light
Attn: Tony De Luca, Buyer
PO Box 13007



Lansing Board of Water & Light Contract Agreement

Date: 04/26/2021

Page: 2 of 9

Contract Number: 4600001744
Valid from: 07/01/2021 thru 06/30/2022
Incoterms: FOB Lansing

Lansing MI 48901

Certificate of Liability Insurance;
Completed Contract Acknowledgement.

The BWL Designated Representative for this project is:

Geneva Vanlerberg
517-702-6544
Geneva.vanlerberg@lbwl.com

All invoices shall be sent to bwlinvoices@lbwl.com, cc: BWL Designated Representative: crystal.jefferson@lbwl.com
=====

TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

1. DEFINITIONS

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER # means the City of Lansing, by its Board of Water and Light.

Consortium # means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Delhi Charter Township, and Delta Township.

Contract Documents # means the PURCHASER#s solicitation, including the invitation to bid or request for proposal or quotation, instructions to bidders/offerors, SELLER#S response to the solicitation, PURCHASER drawings, the specifications, any addenda or supplements including Change Orders, the purchase order, these General Requirements, and Supplemental Requirements.

SELLER# means the individual, partnership, corporation or other entity awarded a purchase order by the PURCHASER.

Day # means a calendar day.

Designated Representative # means the General Manager of the PURCHASER, or authorized designee. Designated Representative shall be the individual designated to receive submissions and notices from SELLER and to represent the PURCHASER in the performance of the Contract. Any interaction with another division of the PURCHASER shall be

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coordinated through the Designated Representative.

Participants # means entities part of Mid-Michigan Drinking Water Consortium.

Work # means the products and services to be furnished under the Contract Documents. Work includes and is the result of performing services, transporting chemicals, and furnishing chemicals.

3. TERMS

A. QUALITY

- (1) Chemicals shall meet all criteria identified in the Specifications.
- (2) The PURCHASER reserves the right to reject all chemicals that fail to meet those criteria.
- (3) Chemicals that fail to meet those criteria that have been delivered to the PURCHASER must be removed by the SELLER at SELLER#s expense.

B. CHEMICALS FURNISHED BY SELLER

(1) The SELLER shall arrange and pay all charges for the proper delivery, receipt, rigging, unloading, and storage of all chemicals requested by the PURCHASER. The place of delivery is the PURCHASER#s place of business. The PURCHASER will provide an area for storage of the material at its delivery site. SELLER must supply a sufficient number of individuals to promptly unload and store chemicals. SELLER continues to bear all responsibility for care, custody, control and protection of the chemicals until the chemicals are properly stored. After storage, SELLER retains responsibility only for the quality of the chemicals.

(2) The SELLER shall notify the PURCHASER#s Representative when any material is ready for shipment. Before arranging for any shipment, SELLER must ensure that the delivery will not cause undue blocking at the delivery site.

(3) SELLER shall supply the manufacturer#s name and catalog number for each item, if applicable.

(4) PURCHASER#s Designated Representative must coordinate shipment to the site.

(5) If requested by the PURCHASER#s Designated Representative, SELLER shall furnish copies of bills of lading, shipping manifests, and other papers showing shipment of chemicals and/or reports of their receipt.

(6) SELLER shall show the PURCHASER#s purchase order number and release number on all shipments, packing lists, and invoices. Shipments may be refused without this information.

(7) All chemicals shall be new and from a reputable manufacturer currently engaged in the production of like chemicals.

4. PERMITS

SELLER shall obtain all permits necessary to transport and deliver chemicals to the PURCHASER. The PURCHASER shall obtain any necessary permit to store the chemicals on its properties.

5. PRICE

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The PURCHASER shall solely be financially responsible for such material it procures on its own behalf and through its own bilateral contracts under the proposal of this agreement. The LPURCHASER shall not in any shape or form be financially responsible for any procured material obtained from contracts by any other Participant(s) of Consortium.

6. SAFETY

(1) SELLER shall proceed with the Work in a manner dictated by all applicable federal and state safety regulations, the PURCHASER Safety Manual, and safe practice, using chemicals, tools and rigging of a safe character. The current version of the PURCHASER#s Safety Manual can be found at http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing_Business/BWL_Safety_Manual.pdf. SELLER shall strictly comply with these laws, rules and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA #Right to Know# obligations, MCL 408.1001 et seq., and shall provide documented evidence of that compliance upon the Designated Representative#s request.

(2) SELLER shall provide and use all protective devices to permit safe working conditions for SELLER#s employees and to prevent hazards to employees of other Seller, the PURCHASER and its employees, or the public.

(3) While on PURCHASER property, SELLER#S personnel shall wear appropriate personal protection equipment.

(4) If, in the PURCHASER#s opinion, SELLER is not proceeding with its Work in a safe manner or in accordance with federal, state, or PURCHASER safety regulations, the PURCHASER may issue a Seller Safety Violation Notice or otherwise stop the Work and direct the SELLER to rectify the unsafe conditions immediately. If SELLER fails to promptly rectify the situation, the PURCHASER may proceed to rectify the unsafe conditions at SELLER#S expense. Compliance with this paragraph shall effect neither the Contract price nor the schedule. SELLER shall comply with all PURCHASERS, OSHA, and MIOSHA confined space requirements and procedures, including PURCHASER permitting requirements.

7. INSURANCE

(1) At its own expense, SELLER shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage(s):

(a) Commercial General Liability Insurance on an occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be no exclusion for work within any distance of railroad property.

(b) Automobile liability insurance that complies with the requirements of the Michigan No-fault law with residual liability limit of at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.

(c) Worker#s compensation insurance as required by Michigan law.

(2) SELLER shall purchase insurance from companies acceptable to the PURCHASER. Generally, a company rated A- or better by A.M. Best and domiciled in the United States will be acceptable to the PURCHASER. The A.M. Best website can be found at: <http://www.ambest.com/>.

(3) Certificates of insurance shall state that they will not be canceled nor any changes made, which alters, restricts

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or reduces the insurance provided or changes the name of the insured, without first giving thirty (30) days# notice in writing to the Corporate Secretary, PURCHASER, 1232 Haco Dr., P.O. Box 13007, Lansing, Michigan 48901.

8. INDEMNITY

SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney#s fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER#s obligations under this paragraph shall survive the expiration or termination of this Contract.

9. REMEDIES

If SELLER fails or refuses to substantially perform according to the terms of this Contract, SELLER shall be declared to be in default by the PURCHASER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the SELLER has ceased to pursue the correction with due diligence, the PURCHASER may elect to (a) #cover# by purchasing the chemicals from another responsible vendor at the lowest cost available to the PURCHASER, and passing any additional cost on to the SELLER, who must pay the additional costs within 30 days of invoice receipt; (b) terminate the agreement and seek damages, or (c) treat the agreement as continuing and require specific performance, or (d) avail itself of any other remedy at law or equity.

If the PURCHASER fails or refuses to substantially perform according to the terms of this Contract, the PURCHASER shall be declared to be in default by the SELLER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the PURCHASER has ceased to pursue the correction with due diligence, the SELLER may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

10. PLANT PROTECTION AND SECURITY

(1) If the Work requires SELLER#S employees to enter a protected or policed area of the PURCHASER, including all utility operating areas, the SELLER shall arrange, in conjunction with PURCHASER security, for visible identification badges for all SELLER personnel employed on such Work. SELLER#s trucks or common carriers entering PURCHASER property are subject to inspection.

(2) SELLER, its employees, or suppliers, shall observe traffic rules, speed regulations, or other safety rules in the operation of its vehicles and equipment on PURCHASER property, as established by PURCHASER.

(3) SELLER#s employees shall comply with the PURCHASER#s #Weapons in the Workplace# policy and #Prevention of Violence in the Workplace# policy.

11. TIME AND MANNER OF PERFORMANCE

(1) The PURCHASER#s Designated Representative shall contact SELLER when a shipment of chemicals is needed. The SELLER shall deliver the chemicals within 21 days to the PURCHASER location identified by the PURCHASER#s Designated Representative, unless a shorter time is specified in the bid/proposal documents. In some

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cases, a shipment may be split between two PURCHASER locations.

(2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER#s demands, in accordance with the Specifications.

(3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

12. REPORTING

SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

13. DELAY

(1) Time is of the essence in the execution of the Work.

(2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER#s direct costs caused by the delay, including the need to #cover# by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

13. GOVERNING LAW AND VENUE

(1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.

(2) Venue shall be in Ingham County, Michigan.

14. FORCE MAJEURE

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party#s reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER#S management of its plant operations and compliance with regulations, even if they impact SELLER#S ability to meet the contract requirements, do not constitute force majeure.

15. RIGHT TO AUDIT RECORDS

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

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16. NONDISCRIMINATION

SELLER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

17. INDEPENDENT SELLER

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

18. TERMINATION FOR CONVENIENCE

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

19. CONTRACT

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- # Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- # Assure that the material is being off loaded into the correct bulk tank.
- # Determine the available tank volume is sufficient for the incoming delivery.
- # Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- # Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- # Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate #drain blocker# mats or plugs prior to starting the off-loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

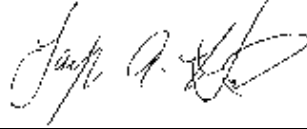
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END OF TERMS AND CONDITIONS



Authorized by Taylor Heins
Purchasing Manager



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Your vendor number with us: 203207

JCI JONES CHEMICALS INC
Att: PAMELA NOWASKE/SANDY GARBER
18000 PAYNE ST
RIVERVIEW MI 48192-1208
USA

Phone: 734-283-0677
Mobile:
Fax: 734-283-0979
Email: pnowaske@jcichem.com

Complete this acknowledgement and return to:

Lansing Board of Water and Light
Attn: Tony DeLuca
Phone: 517-702-6194
Mobile:
Fax: 517-702-6042
Email: Tony.DeLuca@LBWL.COM

RESPONSE REQUIRED WITHIN 24 HOURS

Check and complete as appropriate:

_____ **Contract is accepted.**

_____ **Vendor comments:** _____

_____ **Corrections to business name, address or contact information:**

Signature: _____

Date: _____

Print Name: _____



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Payment Terms: Net payment due within 30 days

Your vendor number with us: 343736

Graymont Western Lime Inc.
Attn: Biju Daniel
PO Box 57
WEST BEND WI 53095
USA

Contact Buyer: Tony DeLuca

Phone: 517-702-6194
Mobile:
Fax: 517-702-6042
Email: Tony.DeLuca@LBWL.COM

Phone: 262-338-4024
Mobile:
Fax: 262-334-2874
Email: bdaniel@graymont.com

This Contract is issued pursuant to the request for proposal for Mid-Michigan Water Bulk Chemical Consortium 2021/2022 RFP, dated 3/1/2021.

Item	Material	Description	Target Quantity	Order Unit	Net Price	Per	OPU
20		Demurrage (first 4 hours free)	1.0	HR	95.00	1	EA
30	97-00102	PEBBLE QUICK LIME	1.000	TON	143.50	1	TON

The Contract incorporates the following documents by reference (#Contract Documents#):

Notice to Bidders, dated 2/4/2021;
Instructions to Bidders;
Addendum No. 1 and 2;
Scope of Work;
Proposal Form - signed by Biju Daniel, dated 2/25/2021;
Pre-Bid Mandatory Meeting, dated 2/10/2021;
Sworn and Notarized Affidavit of Compliance - Iran Economic Sanctions Act;
Certificate of Liability Insurance;
Completed Acknowledgement; and
Terms and Conditions for Water Chemicals (#Terms and Conditions#).

The Terms and Conditions shall take precedence in the event of any inconsistency or conflict between those terms and the terms of any of the Contract Documents or other agreement incorporated into any Contract Document or supplemental agreements between the parties with respect to the subject matter herein. Graymont Western Lime, Inc., terms and conditions contained/referenced in the proposal/quote are not applicable;

Prior to start of work the contractor shall provide the following documents to:

Board of Water and Light
Attn: Tony De Luca, Buyer
PO Box 13007
Lansing MI 48901



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Certificate of Liability Insurance;
Completed Contract Acknowledgement.

The BWL Designated Representative for this project is:

Geneva Vanlerberg
517-702-6544
Geneva.vanlerberg@lbwl.com

All invoices shall be sent to bwlinvoices@lbwl.com, cc: BWL Designated Representative: crystal.jefferson@lbwl.com

TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

1. DEFINITIONS

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER # means the City of Lansing, by its Board of Water and Light.

Consortium # means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Delhi Charter Township, and Delta Township.

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(3) While on PURCHASER property, SELLER#S personnel shall wear appropriate personal protection equipment.

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SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney#s fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER#s obligations under this paragraph shall survive the expiration or termination of this Contract.

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Contract Agreement**

Contract Number: 4600001743
Valid from: 07/01/2021 thru 06/30/2022
Incoterms: FOB Lansing

(2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER#s demands, in accordance with the Specifications.

(3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

12. REPORTING

SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

13. DELAY

(1) Time is of the essence in the execution of the Work.

(2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER#s direct costs caused by the delay, including the need to #cover# by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

13. GOVERNING LAW AND VENUE

(1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.

(2) Venue shall be in Ingham County, Michigan.

14. FORCE MAJEURE

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party#s reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER#S management of its plant operations and compliance with regulations, even if they impact SELLER#S ability to meet the contract requirements, do not constitute force majeure.

15. RIGHT TO AUDIT RECORDS

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

16. NONDISCRIMINATION

Lansing Board of Water & Light Contract Agreement

Date: 04/15/2021

Page: 7 of 9

Contract Number: 4600001743
Valid from: 07/01/2021 thru 06/30/2022
Incoterms: FOB Lansing

SELLER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

17. INDEPENDENT SELLER

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

18. TERMINATION FOR CONVENIENCE

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

19. CONTRACT

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- # Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- # Assure that the material is being off loaded into the correct bulk tank.
- # Determine the available tank volume is sufficient for the incoming delivery.
- # Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- # Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- # Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate #drain blocker# mats or plugs prior to starting the off-loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

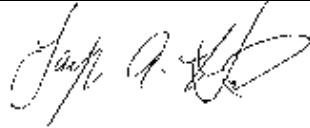
**Lansing Board of Water & Light
Contract Agreement**

Date: 04/15/2021

Page: 8 of 9

Contract Number: 4600001743
Valid from: 07/01/2021 thru 06/30/2022
Incoterms: FOB Lansing

END OF TERMS AND CONDITIONS



Authorized by Taylor Heins
Purchasing Manager



Lansing Board of Water & Light Contract Acknowledgement

Date: 04/15/2021

Page: 9 of 9

Contract Number: 4600001743
Valid from: 07/01/2021 thru 06/30/2022
Incoterms: FOB Lansing

Your vendor number with us: 343736

Graymont Western Lime Inc.
Attn: Biju Daniel
PO Box 57
WEST BEND WI 53095
USA

Phone: 262-338-4024
Mobile:
Fax: 262-334-2874
Email: bdaniel@graymont.com

Complete this acknowledgement and return to:

Lansing Board of Water and Light
Attn: Tony DeLuca
Phone: 517-702-6194
Mobile:
Fax: 517-702-6042
Email: Tony.DeLuca@LBWL.COM

RESPONSE REQUIRED WITHIN 24 HOURS

Check and complete as appropriate:

_____ **Contract is accepted.**

_____ **Vendor comments:** _____

_____ **Corrections to business name, address or contact information:**

Signature: _____

Date: _____

Print Name: _____



MEMORANDUM

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

DATE: June 21, 2021
TO: Mayor Eveleth and the Owosso City Council
FROM: Ryan E. Suchanek, Director of Public Services & Utilities
SUBJECT: Bulk Chemical LimeCure-25

RECOMMENDATION:

Waive bidding requirements and authorize entering into a purchase agreement with Applied Specialties Inc. of Avon Lake, Ohio for bulk chemical LimeCure-25 necessary for treatment of potable water.

BACKGROUND:

Applied Specialties Inc. is the sole source provider permitted by the Michigan Department of Environmental Quality, for a Lime softening chemical called LimeCure-25. Request waiver of purchasing policy formal bid requirements in order to initiate immediate procurement upon approval and authorization. The purpose of this chemical is to soften the residual Lime (Lime is used for iron and hardness removal) that accumulates and bonds to metal surfaces during the treatment process.

Annually, the Water Treatment Facility must shut down and clean two clarifier treatment processes, which can take an average of two to four weeks for each clarifier. Currently, the residual lime from the water softening process that bonds to the metal surfaces of the center column and mechanical drive equipment must be manually chipped away by hand. This is a confined space, where one operator must be secured with a harness and safety lines, and requires another operator as a safety observer and helper.

The addition of the LimeCure is expected to make possible cleaning of the clarifier equipment by means of power washing. This would result in less man-hours for maintenance, minimize confined space entry time, and minimize the opportunity for personnel injury.

FISCAL IMPACTS:

Estimated \$23,750.00 annual expense. Funded from the Operations & Maintenance Budget account 591-553-743.000.

Attachments: (1) MDEQ Permit
(2) Safety Data Sheet
(3) Resolution

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
FOR LIMECURE-25 WITH APPLIED SPECIALTIES INCORPORATED
IN ACCORDANCE WITH THE PERMIT REQUIREMENTS AS APPROVED BY
THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires LimeCure-25 in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) has approved the use of LimeCure-25, and it is hereby determined that Applied Specialties Incorporated of Avon Lake, Ohio is the only firm qualified and permitted to provide such product in softening residual Lime used in the potable water treatment process; and

WHEREAS, waiver of the purchasing policy formal Bid requirements is requested, in order to comply with the MDEQ permit requirements, and to initiate procurement upon approval and authorization.

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 LimeCure-25 from Applied Specialties Incorporated, at the price of \$0.95 per pound with an estimated annual usage of 25,000 pounds.
- SECOND: The accounts payable department is authorized to submit payment to Applied Specialties Incorporated of Avon, Ohio in an amount not to exceed \$23,750.00 for FY2021-2022.
- THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.



MEMORANDUM

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

DATE: June 21, 2021

TO: Owosso City Council

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

SUBJECT: 2021-2022 Sand, Gravel, and Limestone Bid

RECOMMENDATION:

Award of the sand, gravel, and limestone bid - selection no. 1 to Smith Sand & Gravel of Owosso, Michigan at the low bid of \$6.00 per ton for Class II Sand, \$20.05 per ton for 21AA Limestone, and \$24.10 per ton for 6A Limestone for a total bid price of \$31,640.00 for fiscal year 2021-2022.

Award of the sand, gravel, and limestone bid – selection no. 2 to Fuoss Gravel Company of Owosso, Michigan at the low bid of \$10.74 per ton for 22A Gravel for a total bid price of \$12,888.00 for fiscal year 2021-2022.

Award of sand, gravel, and limestone bid – selection no. 3 to Ocenasek, Inc. of Perry, Michigan at the low bid price of \$33.50 per ton for H1 Limestone Chip for a total of \$6,700.00 for fiscal year 2021-2022.

BACKGROUND:

The city requires approximately 3,000 tons of Class II sand and 1,200 tons of 22A gravel meeting MDOT specifications for back filling of open cut excavations within the street right of way and off-road city owned properties. Limestone 21AA (500 ton) is used for subbase compaction on street cut/patch repairs, Limestone 6A (150 ton) is used for utility open trench cut bed compaction, and Limestone H1 Chip (200 ton) is used in the Durapatch Unit for pothole repairs.

FISCAL IMPACTS:

Use of sand, gravel, and limestone shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds in the amount of \$51,228.00.

Attachments: (1) Resolution
(2) Bid Tab

RESOLUTION NO.

AUTHORIZING THE PURCHASE AND DELIVERY OF A SAND, GRAVEL, AND LIMESTONE FROM SMITH SAND & GRAVEL OF OWOSSO, MICHIGAN, FUOSS GRAVEL COMPANY OF OWOSSO, MICHIGAN, AND OCENASEK, INC. OF PERRY, MICHIGAN

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires backfill sand to fill underground trenches and gravel and limestone for use in permanent street patches and other city properties; and

WHEREAS, the city sought bids for Class II backfill sand, 22A gravel, 21AA Limestone, 6A limestone, and H1 limestone chip fiscal year 2021-2022; and

WHEREAS, it is hereby determined that Smith Sand & Gravel, Fuoss Gravel Company, and Ocenasek, Inc. are qualified to provide such products and have submitted the lowest responsible and responsive bids; and

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the sand and limestone bids to Smith Sand & Gravel of Owosso, Michigan in the amount of \$6.00 per ton for Class II Sand, \$20.05 per ton for 21AA Limestone, and \$24.10 per ton for 6A limestone for fiscal year ending June 30, 2022.
- SECOND The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award gravel bids to Fuoss Gravel Company of Owosso, Michigan in the amount of \$10.74 per ton for 22A Gravel for fiscal year ending June 30, 2022
- THIRD The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award limestone bid to Ocenasek, Inc. of Perry, Michigan in the amount of \$33.50 per ton for H1 Limestone Chip for fiscal year ending June 30, 2022.
- FOURTH: The contracts between the City of Owosso and the companies above shall be in the form of Purchase Orders.
- FIFTH: The accounts payable department is authorized to pay Smith Sand & Gravel up to the bid amount of \$31,640.00.
- SIXTH: The accounts payable department is authorized to pay Fuoss Gravel Company up to the bid amount of \$12,888.00.
- SEVENTH: The accounts payable department is authorized to pay Ocenasek, Inc. up to bid amount of \$6,700.00.
- EIGHTH: The above expenses shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds.

CITY OF OWOSSO BID TABULATION SHEET

DATE 6/8/2021

DEPT. DPW

SUBJECT: 2021-2022 Sand, Gravel and Limestone Bid

Constine Gravel Company
2625 West M21
Owosso, MI 48867
989-723-6043

Fuoss Gravel Company
777 Busha Rd.
Owosso, MI 48867
989-725-2084

Great Lakes Fusion
7505 E M71
Durand, MI 48429
989-288-2656

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	State Certified Class II Backfill Sand	3,000	Ton	\$ 6.25	\$ 18,750.00	\$ 6.74	\$ 20,220.00	\$ 7.60	\$ 22,800.00
2	State Certified 22A Gravel	1,200	Ton	\$ 11.25	\$ 13,500.00	\$ 10.74	\$ 12,888.00	\$ 15.00	\$ 18,000.00
3	Limestone 21AA	500	Ton	\$ 21.85	\$ 10,925.00	\$ 24.99	\$ 12,495.00	\$ 26.00	\$ 13,000.00
4	Limestone 6A	150	Ton	\$ 25.50	\$ 3,825.00	\$ 27.99	\$ 4,198.50	\$ 31.58	\$ 4,737.00
5	Limestone H1	200	Ton	No Bid	\$ -	No Bid	\$ -	No Bid	\$ -

A. Smith Sand & Gravel:
State Certified Class II Backfill Sand \$6.00 per ton: \$18,000
Limestone 21 AA - \$20.05 per ton: \$10,025.00
Limestone 6A - \$24.10 per ton: \$3,615.00

B. Fuoss Gravel Company:
State Certified 22A Gravel - \$10.74 per ton: \$12,888.00

C. Ocenasek, Inc.:
Limestone H1 - \$33.50 per ton: \$6,700.00

All Bidders are located in Shiawassee County - No Pricing Adjustments for Local Preference

DEPT HEAD _____

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: A-0/828/2021; B- C-11/1/2021

AWARDED: _____

PURCH. AGENT: _____

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: A-05/28/2021; B- C-; 05/28/2021

COUNCIL APPROVED: _____

STAFF REC.: *See Box Above

SOLE PROPRIETORSHIP

EXPIRATION DATE: N/A

PO NUMBER: _____

SUBJECT: 2021-2022 Sand, Gravel and Limestone Bid

Ocenasek, Inc. 5817 W. Britton Rd. Perry, MI 48872 517-625-3242	Smith Sand & Gravel 4085 W. Tyrell Road Owosso, MI 48867 517-625-3228
--	--

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	State Certified Class II Backfill Sand	3,000	Ton	6.80	\$ 20,400.00	\$ 6.00	\$ 18,000.00		\$ -
2	State Certified 22A Gravel	1,200	Ton	11.75	\$ 14,100.00	No Bid	\$ -		\$ -
3	Limestone 21AA	500	Ton	27.20	\$ 13,600.00	\$ 20.05	\$ 10,025.00		\$ -
4	Limestone 6A	150	Ton	27.75	\$ 4,162.50	\$ 24.10	\$ 3,615.00		\$ -
5	Limestone H1	200	Ton	33.50	\$ 6,700.00	No Bid	\$ -		\$ -
TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:								\$ -	\$ -



Warrant 601
June 15, 2021

Vendor	Description	Fund	Amount
Gould Law PC	Professional Services-5/11/21-6/14/21	General	\$10,727.60
		Total	\$10,727.60



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

MEMORANDUM

DATE: June 21, 2021

TO: Owosso City Council

FROM: Cheryl Grice, CPA, Finance Director

SUBJECT: FY2020-21 Budget Amendments

Please find attached final FY2020-21 budget amendments. These amendments are necessary to be compliant with the state's budget act. These are the sixth budget amendments of the fiscal year. They are being done to reflect actual spending. 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 expense adjustments.

Seven funds are being amended at this time.

RECOMMENDATION:

Recommend approval of the June 21, 2021 budget amendments for period ending 6/30/21.

City of Owosso Budget Adjustments

AMENDED
BUDGET

ACCOUNT NUMBER

ACCOUNT DESCRIPTION

CURRENT BUDGET

To reflect spending, collections and changes as of 6/30/21

			<u>Budget Balances Prior to Recommended Adjustment</u>	<u>Increase (Decrease) Expenditure Adjustment Requested</u>	<u>Increase (Decrease) Revenue Adjustment Requested</u>	<u>Budget Balances After Recommended Adjustment</u>
		General Fund				
			-			
1	101-756-728.000	Park Supplies	4,083	6,500		10,583
	101-000-671.675	Donations	2,083		6,500	8,583
		Record Dewey Marker Restoration Donations and Fish Stocking Donations				
2	101-265-831.000	Building Maintenance	8,000	20,000		28,000
	101-265-702.100	Bldg & Grds Wages	45,047	5,000		50,047
	101-265-716.000	Bldg & Grds Fringes	-	2,800		2,800
	101-000-539.573	Local Community Stabilization--PPT Reimb.	65,000		27,800	92,800
		Elevator Repair and other City Hall Costs				
3	101-299-850.000	Bad Debt Expense	90,000	15,000		105,000
	101-000-539.573	Local Community Stabilization--PPT Reimb.	92,800		15,000	107,800
		Ambulance Bad Debt Adjustment				
4	101-210-801.000	Professional Service-Admin	55,000	4,500		59,500
	101-215-702.100	Clerk Salaries	114,548	2,650		
	101-000-539.573	Local Community Stabilization--PPT Reimb.	107,800		7,150	114,950
		Adjust for Actual Costs				
5	101-000-600.630	Ambulance Mileage Charges	314,000		(51,500)	262,500
	101-000-600.631	Ambulance/Advanced Life Support	509,000		(75,000)	434,000
	101-000-539.575	Revenue Sharing	1,745,711		126,500	1,872,211
		Adjust for expected state revenue sharing and decrease ambulance receipts				
6	101-258-728.000	Operating Supplies	6,650	11,000		17,650
	101-258-833.000	Equipment Maintenance	10,000	2,500		12,500
	101-000-671.687	Insurance Refunds	125,000		13,500	138,500
		To adjust IT supplies and Equipment Maint.				
7	101-300-728.000	Operating Supplies	6,650	5,610		12,260
	101-335-728.000	Operating Supplies	10,000	5,610		15,610
	101-000-528.000	Other Federal Grants	100,000		11,220	111,220
		To record Dept of Justice grant-Coronavirus Emergency Funding for Police and Fire supplies				
		Other Funds				
			-			-
8	273-200-818.000	Contractual Servies	-	35,017		35,017
	273-000-695.698	Other Financing Sources	-		35,017	35,017
		Adjust Revolving Loan Fund to reflect activity				
9	401-000-975.000	Capital Improvement Bldg Improvements	-	25,000		10,000
	401-000-695.699	Use of Fund Balance	-		25,000	10,000
		Retaining Wall Expenditures - Permits, Surveys, etc. so work can begin in July				
10	411-270-801.000	Professional Services-Administrative	-	1,145		1,145
	411-000-695.699	Use of Fund Balance	990,000		1,145	991,145
		Record activity				
11	466-901-974.000	Bank Fees	-	15		15
	466-000-664.664	Interest Income	-		15	15
		Record activity				
12	497-000-671.000	Sale of Fixed Assets	-		35,000	35,000
	497-270-851.000	Loss on Sale of Fixed Assets	-	35,000		35,000
		Subdivision Phase I Complete- park lots left				
13	599-548-801.000	Professional Services-Admin	69,400	145,000		214,400
		Additional cost for engineering				



MEMORANDUM

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

DATE: June 15, 2021
TO: Owosso City Council
FROM: Josh Adams; Executive Director, Owosso Main Street/DDA
SUBJECT: OMS/DDA Revolving Loan Fund – Loan Approval

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for 219 S. Washington Street for \$50,000.00 to Ihm Enterprises, LLC's (dba Capital Sports) for the purpose of business startup costs associated with a new sports complex located in Downtown Owosso.

BACKGROUND:

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.

During their June 10, 2021, the Revolving Loan Committee reviewed and approved Ihm Enterprises, LLC's (dba Capital Sports) loan application for business startup activities located within 219 S. Washington Street.

During a June 15, 2021 Special Board Meeting, the OMS/DDA Board of Directors approved the loan for approval.

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan & Grant fund.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO
IHM ENTERPRISES, LLC
ASSOCIATED FOR WORK AT 219 S. WASHINGTON STREET**

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 May 24, 2021 a loan application was submitted to OMS/DDA by Ihm Enterprises, LLC's (dba Capital Sports) loan application for business startup activities located within 219 S. Washington Street.

WHEREAS, on June 10, 2021 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 52. This score is above the 30 points required for consideration.

WHEREAS, on June 15, 2021 the OMS/DDA Board of Directors approved the recommendation.

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 \$50,000.00 loan to Ihm Enterprises, LLC's (dba Capital Sports) for business startup activities for 219 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

PROMISSORY NOTE

**Term Loan
Fixed Rate**

\$50,000.00

Dated: ___/___/2021

Due Date: July 1, 2029

For value received, **Ihm Enterprises, a Michigan Limited Liability Company**, (Borrower) promises to pay to the order of **City of Owosso** (Lender), at 301 West Main Street, Owosso, Michigan 48867 or another place Lender designates in writing, the principal sum of **\$50,000.00**, plus interest as provided in this note on all amounts outstanding, all in lawful money of the United States of America as stated below.

1. **Interest rate.** The principal amount outstanding under this promissory note (the Note) shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding at the rate of **3%** per annum.
2. **Payment.** This Note shall be paid in consecutive monthly payments of principal and interest, in the amount of **\$586.48** each, beginning on **August 1, 2021**, and continuing on the same day of each consecutive month after that. A final payment will be due on the Due Date in an amount equal to the then unpaid principal and accrued interest. If the period from the date of this Note to the first payment Due Date (the First Payment Period) is more than one month, accrued interest for the number of days by which the First Payment Period exceeds one month will be, at Lender's option, (a) collected at closing; (b) payable in the month following the month in which this Note is signed, on the day of the month that the regular monthly payments provided for in this Note are due; or (c) payable with the first payment provided for in this Note. All payments required to be paid shall first be applied to costs and expenses required to be paid, then to accrued interest, and then the balance against the principal. Borrower understands that the installment payments of principal may not be sufficient to fully amortize the outstanding principal balance of this Note by the Due Date and that, in that case, the final payment due on the Due Date will be a payment of all then outstanding principal and accrued interest.
3. **Interest rate limited to maximum provided by law.** Nothing in this Note or any transaction relating to it shall be construed or operate to require Borrower to pay or be charged interest at a rate greater than the maximum allowed by the applicable law relating to this Note. If any interest or other charges charged, paid, or payable by Borrower in connection with this Note or any other document delivered in connection with this Note result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by applicable law, the excess shall be waived by the holder, and the excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.
4. **Events of default.** Borrower, without notice or demand of any kind, shall be in default under this Note on the occurrence of any of the following: (a) if any amount due and

- owing on this Note, any fees due Lender, any expenses incurred by Lender under this Note, or any and all other liabilities and obligations of Borrower to Lender are not paid when due or (b) if any other event of default, as defined in the business loan agreement referenced below, as may be amended from time to time, occurs (Event of Default).
5. **Remedies.** On the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance under this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable in full, without presentment, demand, or notice of any kind, all of which Borrower expressly waives. Lender shall then have and may exercise any one or more of the rights and remedies provided in this Note or in any loan agreement, mortgage, guaranty, security agreement, assignment, or other document relating to this Note. The remedies provided for under this Note are cumulative to the remedies for collection of the amounts owing under this Note as provided by law or by any loan agreement, mortgage, guaranty, security agreement, or other document relating to this Note. Nothing in this Note is intended or should be construed to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any loan agreement, mortgage, guaranty, security agreement, or other instrument relating to this Note.
 6. **Costs of collection.** Borrower agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.
 7. **Default rate of interest.** During any periods that an Event of Default has occurred and is continuing, after the Due Date, or after acceleration of maturity, the outstanding principal amount shall bear interest at a rate equal to 2 percent per annum greater than the interest rate otherwise charged under this Note.
 8. **Late charges.** If any required payment is not made within 10 days after the date it is due (other than the total payment of principal due on the Due Date), at the option of Lender, a late charge in the amount of 5 percent of the overdue payment may be charged.
 9. **No waiver of default.** Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. On any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest to be immediately due and payable nor the failure of Lender to demand strict performance of any other obligation of Borrower or any other person who may be liable shall constitute a waiver of any such rights or a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable under this Note.
 10. **General.** Borrower and all endorsers and guarantors of this Note, if any, jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, and diligence in collection or bringing suit and consent to any and all extensions of time, renewals, waivers, or modifications that Lender may grant regarding payment or any other provisions of this Note and to the release of any collateral or any part of it, with or without substitution. Borrower's liability shall be absolute and unconditional, without regard to the liability of any other party to this Note. This Note shall be deemed to have been executed in, and all rights and obligations shall be governed by, the laws of the state of Michigan. Venue for all actions and disputes under this Note shall lie in **Shiawassee County**, Michigan.
 11. **Litigation.** Borrower warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Borrower's knowledge, threatened or

likely to be asserted, against the Borrower, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Borrower.

12. **Material Facts.** This Agreement and any other information furnished to Lender in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

13. **Other documents.** This Note has been signed pursuant to, or is secured or supported by, the following documents:

- o Owosso Main Street/DDA Loan Application- Business Development dated 5/24/21
- o DDA Loan Amortization Schedule
- o guaranty signed by _____ dated _____

Borrower and Lender may also have signed other documents in conjunction with providing for security for this Note or other matters. Reference is made to the above documents for additional terms relating to the transaction giving rise to this Note or the security or support given for this Note and additional terms and conditions under which this Note matures or may be accelerated or prepaid.

BORROWER
Ihm Enterprises, LLC

Michael Ihm
Its: _____

Lender
City of Owosso

By: _____

Its: _____



CITY OF OWOSSO, MICHIGAN
APPLICATION - OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM

301 W Main Street, Owosso, MI | 989.494.3344 | downtownowosso@gmail.com | www.downtownowosso.org

LOAN APPLICATION - Business Development

BEFORE COMPLETING/SUBMITTING THIS APPLICATION, PLEASE CONTACT OMS/DDA (CONTACT INFO IS LISTED ABOVE).
THE OMS/DDA BUSINESS VITALITY COMMITTEE WILL OFFER FREE ASSISTANCE IN COMPLETION OF THIS APPLICATION AND
HELP ANSWER ANY QUESTIONS/CONCERNS ASSOCIATED WITH APPLICATION SUBMISSION.

APPLICANT INFORMATION:

NAME: Michael Ihm
ADDRESS: 739 N Hintz rd Owosso, Mi 48867
BEST PHONE #: 248-408-4066 [X]Business []Mobile []Home
EMAIL: MIKE@HITANDPITCHOWOSSO.COM

BUSINESS INFORMATION:

OWNER ENTITY NAME: Ihm Enterprises LLC
DBA (if different): Capital Sports EIN # (if applicable): 46-5276421
ADDRESS: 219 S Washington Owosso, Mi 48867
PHONE: 989-472-4624 WEBSITE: Cap-Sports.com
TAX CLASSIFICATION OF BUSINESS ENTITY:
[]Corporation [X]LLC []Partnership []Proprietorship []S-Corp []Individual
TYPE/CATEGORY OF BUSINESS: Sports Training and Event Facility

Property Information:

PROPERTY IS: []Vacant [X]Occupied - List Tenants: Sideline Sports Bar
PROPERTY IS: []Owned by Business []Owned by Applicant [X]Owned by Other PJD Maintenance
SQUARE FOOTAGE CURRENTLY OCCUPIED: 20,000
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 20,000

Financial Information:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 100,000

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: Name:
Name: Name:

LOAN REQUEST INFORMATION:

LOAN REQUEST (check up boxes that apply):

Note: Loan Maximum per project/building is \$50,000.00

Point of Sale System; Marketing Expenses; Inventory of Retail Goods

Signage Purchase or Restoration; Retail Space Build Outs and Upgrading

Other: _____; Other: _____

TOTAL DEVELOPMENT COST: \$ 150,000 TOTAL LOAN REQUESTED: \$ 50,000

ESTIMATED START DATE: June 1, 2021 ESTIMATED COMPLETION DATE: July 1, 2021

DOES BUSINESS TYPE SUPPORT THE DISTRICT'S TRANSFORMATION STRATEGY?

No Yes - DESCRIBE: Year round Sports Event Management - benefiting local businesses and community

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

No Yes - Please provide proof (via business plan)

PROVIDE A BRIEF DESCRIPTION OF PROJECT:

Transforming building into new Sports and Event Facility in downtown Owosso. Supporting local sports clubs and High school teams with a year round training and event facility. Hosting Tournaments and events year round

to benefit local businesses and economy. Community based facility with multi sports capabilities for young and old sports minded individuals.

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

Completed RLF Application Business Plan w/projected financials Cost Estimates

All existing lien holder agreements (if applicable) Design Renderings (if applicable)

Note: Applicants are requested to be present at the time of the application's review. Other documentation could be requested if deemed necessary by OMS/DDA. Additional information that could be requested are: Credit Reports for all business/owners; Proof of equity investment; Personal/business tax returns; Current business financial statement; Cash flow statements; Copy of lease/purchase agreement; Commitment letters from other lenders/project participants; Cost Estimates-all items being purchases with RLF monies; Articles of incorporation, partnership, and/or operating agreements.

By signing this form, I, the applicant, certify that all information contained above is true and complete to my best knowledge and belief. Applicant understands this application and any other information received with it will be retained whether this request is approved or denied.

Applicant Signature: Michael Ikin Date Signed: 5/24/2021

Owosso Main Street/DDA Only:

Application Received By: _____ Date Received: _____

COMPLETED APPLICATIONS WILL BE REVIEWED BY THE OMS/DDA BUSINESS VIABILITY COMMITTEE. IF APPROVED, APPLICATIONS WILL BE SUBMITTED TO THE LOAN REVIEW COMMITTEE FOR FINAL APPROVAL. APPLICANTS WILL BE ASKED TO BE PRESENT DURING THE LOAN REVIEW COMMITTEE'S REVIEW OF THEIR APPLICATIONS.

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 50,000.00
Annual interest rate	3.00 %
Loan period in years	8
Number of payments per year	12
Start date of loan	7/1/21
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 586.48
Scheduled number of payments	96
Actual number of payments	96
Total early payments	\$ -
Total interest	\$ 6,301.95



Lender name: Ihm Enterprises, LLC.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/21	\$ 50,000.00	\$ 586.48	\$ -	\$ 586.48	\$ 461.48	\$ 125.00	\$ 49,538.52	\$ 125.00
2	9/1/21	49,538.52	586.48	-	586.48	462.63	123.85	49,075.89	248.85
3	10/1/21	49,075.89	586.48	-	586.48	463.79	122.69	48,612.10	371.54
4	11/1/21	48,612.10	586.48	-	586.48	464.95	121.53	48,147.15	493.07
5	12/1/21	48,147.15	586.48	-	586.48	466.11	120.37	47,681.04	613.43
6	1/1/22	47,681.04	586.48	-	586.48	467.28	119.20	47,213.77	732.64
7	2/1/22	47,213.77	586.48	-	586.48	468.44	118.03	46,745.32	850.67
8	3/1/22	46,745.32	586.48	-	586.48	469.62	116.86	46,275.71	967.53
9	4/1/22	46,275.71	586.48	-	586.48	470.79	115.69	45,804.92	1,083.22
10	5/1/22	45,804.92	586.48	-	586.48	471.97	114.51	45,332.95	1,197.74
11	6/1/22	45,332.95	586.48	-	586.48	473.15	113.33	44,859.80	1,311.07
12	7/1/22	44,859.80	586.48	-	586.48	474.33	112.15	44,385.47	1,423.22
13	8/1/22	44,385.47	586.48	-	586.48	475.51	110.96	43,909.96	1,534.18
14	9/1/22	43,909.96	586.48	-	586.48	476.70	109.77	43,433.26	1,643.96
15	10/1/22	43,433.26	586.48	-	586.48	477.90	108.58	42,955.36	1,752.54
16	11/1/22	42,955.36	586.48	-	586.48	479.09	107.39	42,476.27	1,859.93
17	12/1/22	42,476.27	586.48	-	586.48	480.29	106.19	41,995.98	1,966.12
18	1/1/23	41,995.98	586.48	-	586.48	481.49	104.99	41,514.49	2,071.11
19	2/1/23	41,514.49	586.48	-	586.48	482.69	103.79	41,031.80	2,174.89
20	3/1/23	41,031.80	586.48	-	586.48	483.90	102.58	40,547.90	2,277.47
21	4/1/23	40,547.90	586.48	-	586.48	485.11	101.37	40,062.79	2,378.84
22	5/1/23	40,062.79	586.48	-	586.48	486.32	100.16	39,576.47	2,479.00
23	6/1/23	39,576.47	586.48	-	586.48	487.54	98.94	39,088.93	2,577.94
24	7/1/23	39,088.93	586.48	-	586.48	488.76	97.72	38,600.18	2,675.66
25	8/1/23	38,600.18	586.48	-	586.48	489.98	96.50	38,110.20	2,772.17
26	9/1/23	38,110.20	586.48	-	586.48	491.20	95.28	37,619.00	2,867.44
27	10/1/23	37,619.00	586.48	-	586.48	492.43	94.05	37,126.57	2,961.49
28	11/1/23	37,126.57	586.48	-	586.48	493.66	92.82	36,632.90	3,054.30
29	12/1/23	36,632.90	586.48	-	586.48	494.90	91.58	36,138.01	3,145.89
30	1/1/24	36,138.01	586.48	-	586.48	496.13	90.35	35,641.87	3,236.23
31	2/1/24	35,641.87	586.48	-	586.48	497.37	89.10	35,144.50	3,325.34
32	3/1/24	35,144.50	586.48	-	586.48	498.62	87.86	34,645.88	3,413.20
33	4/1/24	34,645.88	586.48	-	586.48	499.86	86.61	34,146.02	3,499.81
34	5/1/24	34,146.02	586.48	-	586.48	501.11	85.37	33,644.91	3,585.18
35	6/1/24	33,644.91	586.48	-	586.48	502.37	84.11	33,142.54	3,669.29
36	7/1/24	33,142.54	586.48	-	586.48	503.62	82.86	32,638.92	3,752.15
37	8/1/24	32,638.92	586.48	-	586.48	504.88	81.60	32,134.04	3,833.74
38	9/1/24	32,134.04	588.48	-	588.48	506.14	80.34	31,627.89	3,914.08
39	10/1/24	31,627.89	586.48	-	586.48	507.41	79.07	31,120.48	3,993.15
40	11/1/24	31,120.48	586.48	-	586.48	508.68	77.80	30,611.81	4,070.95
41	12/1/24	30,611.81	586.48	-	586.48	509.95	76.53	30,101.86	4,147.48
42	1/1/25	30,101.86	586.48	-	586.48	511.22	75.25	29,590.63	4,222.73
43	2/1/25	29,590.63	586.48	-	586.48	512.50	73.98	29,078.13	4,296.71
44	3/1/25	29,078.13	586.48	-	586.48	513.78	72.70	28,564.35	4,369.41
45	4/1/25	28,564.35	586.48	-	586.48	515.07	71.41	28,049.28	4,440.82
46	5/1/25	28,049.28	586.48	-	586.48	516.36	70.12	27,532.92	4,510.94
47	8/1/25	27,532.92	586.48	-	586.48	517.65	68.83	27,015.28	4,579.77
48	7/1/25	27,015.28	586.48	-	586.48	518.94	67.54	26,496.34	4,647.31
49	8/1/25	26,496.34	586.48	-	586.48	520.24	66.24	25,976.10	4,713.55
50	9/1/25	25,976.10	586.48	-	586.48	521.54	64.94	25,454.56	4,778.49
51	10/1/25	25,454.56	586.48	-	586.48	522.84	63.64	24,931.72	4,842.13
52	11/1/25	24,931.72	586.48	-	586.48	524.15	62.33	24,407.57	4,904.46
53	12/1/25	24,407.57	586.48	-	586.48	525.46	61.02	23,882.11	4,965.48
54	1/1/26	23,882.11	586.48	-	586.48	526.77	59.71	23,355.34	5,025.18
55	2/1/26	23,355.34	586.48	-	586.48	528.09	58.39	22,827.25	5,083.57
56	3/1/26	22,827.25	586.48	-	586.48	529.41	57.07	22,297.84	5,140.64
57	4/1/26	22,297.84	586.48	-	586.48	530.73	55.74	21,767.10	5,196.38
58	5/1/26	21,767.10	586.48	-	586.48	532.06	54.42	21,235.04	5,250.80
59	6/1/26	21,235.04	586.48	-	586.48	533.39	53.09	20,701.65	5,303.89
60	7/1/26	20,701.65	586.48	-	586.48	534.72	51.75	20,166.93	5,355.64

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	8/1/26	20,166.93	586.48	-	586.48	536.06	50.42	19,630.86	5,406.06
62	9/1/26	19,630.86	586.48	-	586.48	537.40	49.08	19,093.46	5,455.14
63	10/1/26	19,093.46	586.48	-	586.48	538.74	47.73	18,554.72	5,502.87
64	11/1/26	18,554.72	586.48	-	586.48	540.09	46.39	18,014.63	5,549.26
65	12/1/26	18,014.63	586.48	-	586.48	541.44	45.04	17,473.18	5,594.29
66	1/1/27	17,473.18	586.48	-	586.48	542.80	43.68	16,930.39	5,637.98
67	2/1/27	16,930.39	586.48	-	586.48	544.15	42.33	16,386.24	5,680.30
68	3/1/27	16,386.24	586.48	-	586.48	545.51	40.97	15,840.72	5,721.27
69	4/1/27	15,840.72	586.48	-	586.48	546.88	39.60	15,293.85	5,760.87
70	5/1/27	15,293.85	586.48	-	586.48	548.24	38.23	14,745.60	5,799.10
71	6/1/27	14,745.60	586.48	-	586.48	549.61	36.86	14,195.99	5,835.97
72	7/1/27	14,195.99	586.48	-	586.48	550.99	35.49	13,645.00	5,871.46
73	8/1/27	13,645.00	586.48	-	586.48	552.37	34.11	13,092.63	5,905.57
74	9/1/27	13,092.63	586.48	-	586.48	553.75	32.73	12,538.89	5,938.30
75	10/1/27	12,538.89	586.48	-	586.48	555.13	31.35	11,983.75	5,969.65
76	11/1/27	11,983.75	586.48	-	586.48	556.52	29.96	11,427.24	5,999.61
77	12/1/27	11,427.24	586.48	-	586.48	557.91	28.57	10,869.32	6,028.18
78	1/1/28	10,869.32	586.48	-	586.48	559.31	27.17	10,310.02	6,055.35
79	2/1/28	10,310.02	586.48	-	586.48	560.70	25.78	9,749.32	6,081.13
80	3/1/28	9,749.32	586.48	-	586.48	562.11	24.37	9,187.21	6,105.50
81	4/1/28	9,187.21	586.48	-	586.48	563.51	22.97	8,623.70	6,128.47
82	5/1/28	8,623.70	586.48	-	586.48	564.92	21.56	8,058.78	6,150.03
83	6/1/28	8,058.78	586.48	-	586.48	566.33	20.15	7,492.45	6,170.17
84	7/1/28	7,492.45	586.48	-	586.48	567.75	18.73	6,924.70	6,188.90
85	8/1/28	6,924.70	586.48	-	586.48	569.17	17.31	6,355.53	6,206.22
86	9/1/28	6,355.53	586.48	-	586.48	570.59	15.89	5,784.95	6,222.10
87	10/1/28	5,784.95	586.48	-	586.48	572.02	14.46	5,212.93	6,236.57
88	11/1/28	5,212.93	586.48	-	586.48	573.45	13.03	4,639.48	6,249.60
89	12/1/28	4,639.48	586.48	-	586.48	574.88	11.60	4,064.60	6,261.20
90	1/1/29	4,064.60	586.48	-	586.48	576.32	10.16	3,488.29	6,271.36
91	2/1/29	3,488.29	586.48	-	586.48	577.76	8.72	2,910.53	6,280.08
92	3/1/29	2,910.53	586.48	-	586.48	579.20	7.28	2,331.33	6,287.36
93	4/1/29	2,331.33	586.48	-	586.48	580.65	5.83	1,750.68	6,293.18
94	5/1/29	1,750.68	586.48	-	586.48	582.10	4.38	1,168.57	6,297.56
95	6/1/29	1,168.57	586.48	-	586.48	583.56	2.92	585.02	6,300.48
96	7/1/29	585.02	586.48	-	585.02	583.55	1.46	0.00	6,301.95

GUARANTY AGREEMENT

This Guaranty is made on the _____ day of _____, 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, _____ (Guarantor), and Ihm Enterprises, LLC (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: _____, 2021

GUARANTOR

BY: _____

PRINT NAME: _____

SOC. SEC. NO.: _____ - _____ - _____

DATE OF BIRTH: ____ / ____ / ____

ADDRESS: _____

PREPARED BY:

Scott J. Gould P76101

Owosso City Attorney

114 East Main Street, Suite 218

Owosso, Michigan 48867

(989)729-0071



**CITY OF OWOSSO, MICHIGAN
OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM
RATIONALE WORKSHEET**

301 W Main Street, Owosso, MI | 989.494.3344 | downtownowosso@gmail.com | www.downtownowosso.org

APPLICATION MUST SCORE 30 OR MORE POINTS TO BE CONSIDERED ELIGIBLE FOR A LOAN.

APPLICANT NAME: IHM ENTERPRISES, LLC./DBA CAPITAL SPORTS DATE REVIEWED: 6/10/21
 PROJECT ADDRESS: 219 S. WASHINGTON STREET, OWOSSO, MI 48867
 PROJECT SCOPE OF WORK: NEW BUSINESS START-UP

LOAN REQUEST: \$50,000.00 LOAN APPROVED AMOUNT: \$50,000.00; 8-YEAR TERM

GRANT REQUEST: N/A GRANT APPROVED AMOUNT: N/A

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	
Does the project help fulfill OMS Transformation Strategy?	0-10	10	The proposed business model will bring visitors/customers for throughout the State for tournaments. Additionally, this will be the only sports complex of its kind in the county.
Is the project supported by a relevant business plan?	0-10	7	Business Plan was provided. Employee payroll numbers were not provided.
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	The building is currently vacant. This business will reactivate the space.
Does the project have a well-articulated path to completion?	0-10	10	Yes, plan is well articulated
Does the project provide the best use/business type for the district?	0-10	10	The business type is very appropriate for the location & district.
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	0	
Does the project have adequate matching funds?	0-5	5	The business owner is putting in over \$100,000 of cash into the project.
TOTAL=		52	

APPROVAL: X / SPECIAL NOTATIONS: _____



MEMORANDUM

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

DATE: June 9, 2021

TO: Owosso City Council

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

SUBJECT: OMS/DDA Revolving Loan Fund – Loan Approval

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for 219 S. Washington Street for \$50,000.00 to The Sideline Sports Bar Owosso, LLC. for the purpose of business startup costs associated with a new bar/restaurant.

BACKGROUND:

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.

During their May 21, 2021, the Revolving Loan Committee reviewed and approved The Sideline Sports Bar Owosso LLC's loan application for business startup activities located within 219 S. Washington Street.

During their June 2, 2021 Board Meeting, the OMS/DDA Board of Directors approved the loan for approval.

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan & Grant fund.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE RELEASE OF AN OMS/DDA REVOLVING LOAN FUND LOAN TO
THE SIDELINE SPORTS BAR OWOSSO, LLC
ASSOCIATED TO WORK AT 219 S. WASHINGTON STREET**

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 May 14, 2021 a loan application was submitted to OMS/DDA by The Sideline Sports Bar Owosso LLC's loan application for business startup activities located within 219 S. Washington Street.

WHEREAS, on May 21, 2021 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 50. This score is above the 30 points required for consideration.

WHEREAS, on June 2, 2021 the OMS/DDA Board of Directors approved the recommendation.

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 \$50,000.00 loan to The Sideline Sports Bar Owosso LLC. for business start-up activities at 219 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The accounts payable department is authorized to release said loan funds to The Sideline Sports Bar LLC (Ricards & Nicole Reyna) in the amount of \$50,000.00.

PROMISSORY NOTE

**Term Loan
Fixed Rate**

\$50,000.00

Dated: ___/___/2021

Due Date: July 1, 2026

For value received, **The Sideline Sports Bar, a Michigan Limited Liability Company**, (Borrower) promises to pay to the order of **City of Owosso** (Lender), at 301 West Main Street, Owosso, Michigan 48867 or another place Lender designates in writing, the principal sum of **\$50,000.00**, plus interest as provided in this note on all amounts outstanding, all in lawful money of the United States of America as stated below.

1. **Interest rate.** The principal amount outstanding under this promissory note (the Note) shall bear interest on a basis of a year of 360 days for the actual number of days amounts are outstanding at the rate of **3%** per annum.
2. **Payment.** This Note shall be paid in consecutive monthly payments of principal and interest, in the amount of **\$898.43** each, beginning on **August 1, 2021**, and continuing on the same day of each consecutive month after that. A final payment will be due on the Due Date in an amount equal to the then unpaid principal and accrued interest. If the period from the date of this Note to the first payment Due Date (the First Payment Period) is more than one month, accrued interest for the number of days by which the First Payment Period exceeds one month will be, at Lender's option, (a) collected at closing; (b) payable in the month following the month in which this Note is signed, on the day of the month that the regular monthly payments provided for in this Note are due; or (c) payable with the first payment provided for in this Note. All payments required to be paid shall first be applied to costs and expenses required to be paid, then to accrued interest, and then the balance against the principal. Borrower understands that the installment payments of principal may not be sufficient to fully amortize the outstanding principal balance of this Note by the Due Date and that, in that case, the final payment due on the Due Date will be a payment of all then outstanding principal and accrued interest.
3. **Interest rate limited to maximum provided by law.** Nothing in this Note or any transaction relating to it shall be construed or operate to require Borrower to pay or be charged interest at a rate greater than the maximum allowed by the applicable law relating to this Note. If any interest or other charges charged, paid, or payable by Borrower in connection with this Note or any other document delivered in connection with this Note result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by applicable law, the excess shall be waived by the holder, and the excess paid shall be automatically credited against and in reduction of the principal due under this Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of Lender, shall immediately become due and payable.

4. **Events of default.** Borrower, without notice or demand of any kind, shall be in default under this Note on the occurrence of any of the following: (a) if any amount due and owing on this Note, any fees due Lender, any expenses incurred by Lender under this Note, or any and all other liabilities and obligations of Borrower to Lender are not paid when due or (b) if any other event of default, as defined in the business loan agreement referenced below, as may be amended from time to time, occurs (Event of Default).
5. **Remedies.** On the occurrence of any Event of Default, Lender may, without notice, declare the entire unpaid and outstanding principal balance under this Note and all accrued interest, together with all other indebtedness of Borrower to Lender, to be immediately due and payable in full, without presentment, demand, or notice of any kind, all of which Borrower expressly waives. Lender shall then have and may exercise any one or more of the rights and remedies provided in this Note or in any loan agreement, mortgage, guaranty, security agreement, assignment, or other document relating to this Note. The remedies provided for under this Note are cumulative to the remedies for collection of the amounts owing under this Note as provided by law or by any loan agreement, mortgage, guaranty, security agreement, or other document relating to this Note. Nothing in this Note is intended or should be construed to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or any loan agreement, mortgage, guaranty, security agreement, or other instrument relating to this Note.
6. **Costs of collection.** Borrower agrees, in case of an Event of Default under the terms of this Note or under any loan, security, or other agreement signed in connection with this Note, to pay all Lender's costs for collection of this Note and all other liabilities of Borrower to Lender and enforcement of its rights under this Note, including reasonable attorney fees and legal expenses, including participation in bankruptcy proceedings.
7. **Default rate of interest.** During any periods that an Event of Default has occurred and is continuing, after the Due Date, or after acceleration of maturity, the outstanding principal amount shall bear interest at a rate equal to 2 percent per annum greater than the interest rate otherwise charged under this Note.
8. **Late charges.** If any required payment is not made within 10 days after the date it is due (other than the total payment of principal due on the Due Date), at the option of Lender, a late charge in the amount of 5 percent of the overdue payment may be charged.
9. **No waiver of default.** Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default. On any Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest to be immediately due and payable nor the failure of Lender to demand strict performance of any other obligation of Borrower or any other person who may be liable shall constitute a waiver of any such rights or a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable under this Note.
10. **General.** Borrower and all endorsers and guarantors of this Note, if any, jointly and severally waive presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, and diligence in collection or bringing suit and consent to any and all extensions of time, renewals, waivers, or modifications that Lender may grant regarding payment or any other provisions of this Note and to the release of any collateral or any part of it, with or without substitution. Borrower's liability shall be absolute and unconditional, without regard to the liability of any other party to this Note. This Note shall be deemed to have been executed in, and all rights and obligations shall be governed

by, the laws of the state of Michigan. Venue for all actions and disputes under this Note shall lie in **Shiawassee County**, Michigan.

11. **Litigation.** Borrower warrants that upon the execution date of this agreement, there are no actions, suits, or proceedings pending or, to Borrower's knowledge, threatened or likely to be asserted, against the Borrower, before any court, administrative agency, or other body, and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served on Borrower.
12. **Material Facts.** This Agreement and any other information furnished to Lender in connection with the loan contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
13. **Other documents.** This Note has been signed pursuant to, or is secured or supported by, the following documents:
 - o Owosso Main Street/DDA Loan Application- Business Development dated 4/7/21
 - o DDA Loan Amortization Schedule
 - o guaranty signed by _____ dated _____

Borrower and Lender may also have signed other documents in conjunction with providing for security for this Note or other matters. Reference is made to the above documents for additional terms relating to the transaction giving rise to this Note or the security or support given for this Note and additional terms and conditions under which this Note matures or may be accelerated or prepaid.

BORROWER
The Sideline Sports Bar, LLC

Ricardo Reyna

Its: _____

Nicole Reyna

Its: _____

Lender
City of Owosso

By: _____

Its: _____

**OWOSSO
MAIN
STREET**



**CITY OF OWOSSO, MICHIGAN
APPLICATION - OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM**

301 W Main Street, Owosso, MI | 989.494.3344 | downtownowosso@gmail.com | www.downtownowosso.org

LOAN APPLICATION - Business Development

APPLICANT INFORMATION:

NAME: Ricardo & Nicole Reyna
ADDRESS: 1313 S. Cedar St. Owosso, MI 48867
BEST PHONE #: (989) 466-5240 Business Mobile Home
EMAIL: ndlvivian@gmail.com

BUSINESS INFORMATION:

OWNER ENTITY NAME: The Sideline Sports Bar
DBA (if different): _____ EIN # (if applicable): _____
ADDRESS: 219 S. Washington St Owosso, MI 48867
PHONE: _____ WEBSITE: _____
TAX CLASSIFICATION OF BUSINESS ENTITY:
 Corporation LLC Partnership Proprietorship S-Corp Individual
TYPE/CATEGORY OF BUSINESS: Restaurant/Bar

Property Information:

PROPERTY IS: Vacant Occupied - List Tenants: Michael Thom
PROPERTY IS: Owned by Business Owned by Applicant Owned by Other Jeremy Dwyer
SQUARE FOOTAGE CURRENTLY OCCUPIED: 20,000 approx.
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 8,000 approx.

Financial Information:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ _____
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 90,000

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: Randy Woodworth Name: Jim Woodworth
Investor Investor
Name: _____ Name: _____

CONTINUE TO NEXT PAGE

LOAN REQUEST INFORMATION:

LOAN REQUEST (check up boxes that apply):

Need Loan Request for project building is \$50,000.00

Point of Sale System; Marketing Expenses; Inventory of Retail Goods

Signage Purchase or Restoration; Retail Space Build Outs and Upgrading

Other: Equipment upgrades; Other: Furniture & Fixtures

TOTAL DEVELOPMENT COST: \$140,000 est. TOTAL LOAN REQUESTED: \$50,000

ESTIMATED START DATE: April 2021 ESTIMATED COMPLETION DATE: 6/1/21

DOES BUSINESS TYPE SUPPORT THE DISTRICT'S TRANSFORMATION STRATEGY?

No Yes - DESCRIBE: We aim to provide the Owosso Community & its

visitors with a full service restaurant & bar that will help the area
WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD? to continue to grow.

No Yes - Please provide proof (via business plan)

PROVIDE A BRIEF DESCRIPTION OF PROJECT:

* See attached document.

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

- Completed RLF Application
- Business Plan w/projected financials
- Cost Estimates
- All existing lien holder agreements (if applicable)
- Design Renderings (if applicable)

Note: Applicants are requested to be present at the time of the application's review. Other documentation could be requested if deemed necessary by OMS/DDA. Additional information that could be requested are: Credit Reports for all business/owners; Proof of equity investment; Personal/business tax returns; Current business financial statement; Cash flow statements; Copy of lease/purchase agreement; Commitment letters from other lenders/project participants; Cost Estimates-all items being purchases with RLF monies; Articles of incorporation, partnership, and/or operating agreements.

By signing this form, I, the applicant, certify that all information contained above is true and complete to my best knowledge and belief. Applicant understands this application and any other information received with it will be retained whether this request is approved or denied.

Applicant Signature Chris Reyna / Ricardo Pleguez Date Signed: 4/7/21

Owosso Main Street/DDA Only:

Application Received By: _____ Date Received: _____

*COMPLETED APPLICATIONS WILL BE REVIEWED BY THE OMS/DDA BUSINESS VITALITY COMMITTEE. IF APPROVED, APPLICATIONS WILL BE SUBMITTED TO THE LOAN REVIEW COMMITTEE FOR FINAL APPROVAL. APPLICANTS WILL BE ASKED TO BE PRESENT DURING THE LOAN REVIEW COMMITTEE'S REVIEW OF THEIR APPLICATION.

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 50,000.00
Annual interest rate	3.00 %
Loan period in years	5
Number of payments per year	12
Start date of loan	7/1/21
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 898.43
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$ -
Total interest	\$ 3,906.07



Lender name: The Sideline Sports Bar Owosso, LLC

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/21	\$ 50,000.00	\$ 898.43	\$ -	\$ 898.43	\$ 773.43	\$ 125.00	\$ 49,226.57	\$ 125.00
2	9/1/21	49,226.57	898.43	-	898.43	775.37	123.07	48,451.20	248.07
3	10/1/21	48,451.20	898.43	-	898.43	777.31	121.13	47,673.89	369.19
4	11/1/21	47,673.89	898.43	-	898.43	779.25	119.18	46,894.64	488.38
5	12/1/21	46,894.64	898.43	-	898.43	781.20	117.24	46,113.44	605.62
6	1/1/22	46,113.44	898.43	-	898.43	783.15	115.28	45,330.29	720.90
7	2/1/22	45,330.29	898.43	-	898.43	785.11	113.33	44,545.18	834.23
8	3/1/22	44,545.18	898.43	-	898.43	787.07	111.36	43,758.11	945.59
9	4/1/22	43,758.11	898.43	-	898.43	789.04	109.40	42,969.07	1,054.98
10	5/1/22	42,969.07	898.43	-	898.43	791.01	107.42	42,178.06	1,162.41
11	6/1/22	42,178.06	898.43	-	898.43	792.99	105.45	41,385.07	1,267.85
12	7/1/22	41,385.07	898.43	-	898.43	794.97	103.46	40,590.10	1,371.31
13	8/1/22	40,590.10	898.43	-	898.43	796.96	101.48	39,793.14	1,472.79
14	9/1/22	39,793.14	898.43	-	898.43	798.95	99.48	38,994.19	1,572.27
15	10/1/22	38,994.19	898.43	-	898.43	800.95	97.49	38,193.24	1,669.76
16	11/1/22	38,193.24	898.43	-	898.43	802.95	95.48	37,390.29	1,765.24
17	12/1/22	37,390.29	898.43	-	898.43	804.96	93.48	36,585.33	1,858.72
18	1/1/23	36,585.33	898.43	-	898.43	806.97	91.46	35,778.36	1,950.18
19	2/1/23	35,778.36	898.43	-	898.43	808.99	89.45	34,969.37	2,039.63
20	3/1/23	34,969.37	898.43	-	898.43	811.01	87.42	34,158.36	2,127.05
21	4/1/23	34,158.36	898.43	-	898.43	813.04	85.40	33,345.32	2,212.44
22	5/1/23	33,345.32	898.43	-	898.43	815.07	83.36	32,530.25	2,295.81
23	6/1/23	32,530.25	898.43	-	898.43	817.11	81.33	31,713.14	2,377.13
24	7/1/23	31,713.14	898.43	-	898.43	819.15	79.28	30,893.99	2,456.42
25	8/1/23	30,893.99	898.43	-	898.43	821.20	77.23	30,072.79	2,533.65
26	9/1/23	30,072.79	898.43	-	898.43	823.25	75.18	29,249.54	2,608.83
27	10/1/23	29,249.54	898.43	-	898.43	825.31	73.12	28,424.22	2,681.96
28	11/1/23	28,424.22	898.43	-	898.43	827.37	71.06	27,596.85	2,753.02
29	12/1/23	27,596.85	898.43	-	898.43	829.44	68.99	26,767.41	2,822.01
30	1/1/24	26,767.41	898.43	-	898.43	831.52	66.92	25,935.89	2,888.93
31	2/1/24	25,935.89	898.43	-	898.43	833.59	64.84	25,102.30	2,953.77
32	3/1/24	25,102.30	898.43	-	898.43	835.68	62.76	24,266.62	3,016.52
33	4/1/24	24,266.62	898.43	-	898.43	837.77	60.67	23,428.85	3,077.19
34	5/1/24	23,428.85	898.43	-	898.43	839.86	58.57	22,588.99	3,135.76
35	6/1/24	22,588.99	898.43	-	898.43	841.96	56.47	21,747.03	3,192.24
36	7/1/24	21,747.03	898.43	-	898.43	844.07	54.37	20,902.96	3,246.60
37	8/1/24	20,902.96	898.43	-	898.43	846.18	52.26	20,056.78	3,298.86
38	9/1/24	20,056.78	898.43	-	898.43	848.29	50.14	19,208.49	3,349.00
39	10/1/24	19,208.49	898.43	-	898.43	850.41	48.02	18,358.08	3,397.02
40	11/1/24	18,358.08	898.43	-	898.43	852.54	45.90	17,505.54	3,442.92
41	12/1/24	17,505.54	898.43	-	898.43	854.67	43.76	16,650.87	3,486.68
42	1/1/25	16,650.87	898.43	-	898.43	856.81	41.63	15,794.06	3,528.31
43	2/1/25	15,794.06	898.43	-	898.43	858.95	39.49	14,935.11	3,567.79
44	3/1/25	14,935.11	898.43	-	898.43	861.10	37.34	14,074.01	3,605.13
45	4/1/25	14,074.01	898.43	-	898.43	863.25	35.19	13,210.76	3,640.32
46	5/1/25	13,210.76	898.43	-	898.43	865.41	33.03	12,345.36	3,673.34
47	6/1/25	12,345.36	898.43	-	898.43	867.57	30.86	11,477.78	3,704.21
48	7/1/25	11,477.78	898.43	-	898.43	869.74	28.69	10,608.04	3,732.90
49	8/1/25	10,608.04	898.43	-	898.43	871.91	26.52	9,736.13	3,759.42
50	9/1/25	9,736.13	898.43	-	898.43	874.09	24.34	8,862.04	3,783.76
51	10/1/25	8,862.04	898.43	-	898.43	876.28	22.16	7,985.76	3,805.92
52	11/1/25	7,985.76	898.43	-	898.43	878.47	19.96	7,107.29	3,825.88
53	12/1/25	7,107.29	898.43	-	898.43	880.67	17.77	6,226.62	3,843.65
54	1/1/26	6,226.62	898.43	-	898.43	882.87	15.57	5,343.75	3,859.22
55	2/1/26	5,343.75	898.43	-	898.43	885.08	13.36	4,458.68	3,872.58
56	3/1/26	4,458.68	898.43	-	898.43	887.29	11.15	3,571.39	3,883.72
57	4/1/26	3,571.39	898.43	-	898.43	889.51	8.93	2,681.88	3,892.65
58	5/1/26	2,681.88	898.43	-	898.43	891.73	6.70	1,790.15	3,899.36
59	6/1/26	1,790.15	898.43	-	898.43	893.96	4.48	896.19	3,903.83
60	7/1/26	896.19	898.43	-	896.19	893.95	2.24	0.00	3,906.07

GUARANTY AGREEMENT

This Guaranty is made on the _____ day of _____, 2021, by The City of Owosso, a Michigan municipal corporation (Lender) at its office at 301 West Main Street, Owosso, Michigan 48867, _____ (Guarantor), and The Sideline Sports Bar, LLC (Borrower).

RECITALS

A. Lender has agreed to extend a loan to Borrower in the amount of \$50,000.00, as evidenced by a Promissory Note (Note) to be executed on this date; provided, however, that as security for the performance of the Borrower's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness and all obligations of Borrower pursuant to the Note and any additional security for the performance and payment of the indebtedness.

B. Guarantor acknowledges the indebtedness, and the performance and payment of the indebtedness is of genuine and material value to the sole and separate estate of Guarantor.

AGREEMENT

Guarantor, with full knowledge of Lender's reliance on this Guaranty, and in consideration of the execution of the Note, does guaranty to Lender, including Lender's successors, administrators, personal representatives, and assigns, the prompt payment of Borrower's obligations and the full payment of Borrower's obligations (all in accordance with the terms of the Note and any related documents, including any security).

This Guaranty shall be a continuing guaranty until all of the terms of the Note and any related documents, including any security, shall be fully paid, satisfied, and discharged. The liability of Guarantor shall be direct and not conditional or contingent on the pursuit of any remedies made against Borrower.

By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

The undersigned has executed this Guaranty on the date set forth below.

DATED: _____, 2021

GUARANTOR

BY: _____

PRINT NAME: _____

SOC. SEC. NO.: _____ - _____ - _____

DATE OF BIRTH: ____/____/____

ADDRESS: _____

PREPARED BY:

Scott J. Gould P76101

Owosso City Attorney

114 East Main Street, Suite 218

Owosso, Michigan 48867

(989)729-0071



**CITY OF OWOSSO, MICHIGAN
OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM
RATIONALE WORKSHEET**

301 W Main Street, Owosso, MI | 989.494.3344 | downtownowosso@gmail.com | www.downtownowosso.org

*APPLICATION MUST SCORE **30** OR MORE POINTS TO BE CONSIDERED ELIGIBLE FOR A LOAN.*

APPLICANT NAME: THE SIDELINE SPORTS BAR

DATE REVIEWED: 5/21/21

PROJECT ADDRESS: 219 S. WASHINGTON STREET, OWOSSO, MI 48867

PROJECT SCOPE OF WORK: NEW BAR/RESTAURANT START-UP

LOAN REQUEST: \$50,000.00

LOAN APPROVED AMOUNT: \$50,000.00 – 5 YEAR TERM

GRANT REQUEST: N/A

GRANT APPROVED AMOUNT: N/A

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15		
Does the project help fulfill OMS Transformation Strategy?	0-10		
Is the project supported by a relevant business plan?	0-10	10	A complete, concise business plan was provided
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	Proposed location is currently vacant
Does the project have a well-articulated path to completion?	0-10	10	Documentation was provided
Does the project provide the best use/business type for the district?	0-10	10	Business type is optimal for the proposed location
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	5	Documentation was provided
Does the project have adequate matching funds?	0-5	5	Documentation was provided
TOTAL=		50	

APPROVAL: **X** | SPECIAL NOTATIONS: BUSINESS HAS A 5 YEAR LEASE AT ITS CURRENT LOCATION



MEMORANDUM

301 W MAIN ST OWOSSO, MI • 989-725-0599

DATE: June 16, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Amy K. Kirkland, City Clerk

SUBJECT: Lot Split Application – VL on McMillan Avenue 050-553-000-009-00

RECOMMENDATION:

I recommend approval of the application for lot split for vacant land on McMillan Avenue 050-553-000-009-00. The application and supporting documents have been reviewed by department heads and the proposed splits will conform to present city ordinances. Therefore, approval by the City Council for this lot split is recommended.

BACKGROUND:

Council approved Leaf Releaf Labs's (Joel White) purchase of approximately 1.5 acres of a City-owned 30 acre parcel on McMillan Avenue back in March 2021. Leaf Releaf intends to combine it with the parcel located at 1500 McMillan Avenue for a marijuana grow facility. The buyer's inspection period has now expired and they wishes to close on the property as soon as possible. Formalization of this lot split is the last step in preparation for closing.

LEGAL DESCRIPTION:

SEE ATTACHED

FISCAL IMPACTS:

N/A



Application Fee:
 Single - \$225
 Multiple - \$225 each +
 \$35/resulting lot

APPLICATION TO DIVIDE PLATTED CITY LOTS

The State of Michigan Land Division Act and City of Owosso Subdivision Regulations prohibit the division of platted City lots without prior approval of the City Council.

Step-By-Step Guide

1. Staff will assist the applicant by explaining the parcel split process, provide site information, review the application and inform that a survey may be required
 2. Applicant submits application with fee
 3. Departmental review of application
 4. Staff prepares memo for next City Council meeting
 5. Send notice to applicant with the date of the City Council meeting
 6. City Clerk notifies the Building Department and Assessor of Council approval or denial
 7. Final approval or denial notice sent to applicant
- Requests for parcel splits can only be approved if the request meets the requirements of the Zoning Ordinance. The resulting split cannot create a parcel that does not meet the minimum dimensional requirements for the district (street frontage and parcel area). If there are structures on the parcel they must meet the side yard and/or rear yard setback as applicable.
 - It is the owner's responsibility to verify that there are no issues/objections to the request by any persons, firms, or corporations having a legal or equitable interest in the land. **The City does not conduct a title search for the property.**
 - If the parcel involves a principal residence or homestead it is up to the applicant to notify the City Assessor to update their Homestead Exemption.
 - The applicant is responsible to provide a survey and legal descriptions of the proposed parcels (unless waived by the Zoning Administrator). If buildings or structures are located on a parcel a site plan showing set-backs is required. Requests are reviewed for compliance with the Zoning Ordinance. The Zoning Administrator reserves the right to require additional information necessary to meet the requirements of the Zoning Ordinance.
 - **ALL DELINQUENT TAXES/SPECIAL ASSESSMENTS/LIENS MUST BE PAID ON ANY PARCEL BEFORE THE DESCRIPTION OF THE PARCEL CAN BE CHANGED.**

Applicant Information

Name:	City of Owosso
Affiliation if Not Owner:	
Address:	301 W. Main St, Owosso
Phone:	725-0500

Land Division Information

Parcel Address:	Parcel Number:
vc behind 1500 McMillan Ave	050-553-000-009-00

Proposed Use

<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> Industrial	<input type="checkbox"/> Institutional	<input type="checkbox"/> Other
--------------------------------------	-------------------------------------	--	--	--------------------------------

Describe the division being proposed

Split approx. 1.5 acres from parcel 050-553-000-009-00 (northwest portion of property, located directly behind 050-553-000-008-00 (1500 McMillan Ave))

See attached survey

Affidavit and Permissions:

- I agree the statements made on this document are true, and if found not to be true, this application and any approvals will be void
- I agree to give permission for officials of the municipality to enter onto property involved in this application for purposes of inspection, to verify that the information provided on the application is correct
- I understand that any approval hereunder only constitutes approval of requested legal descriptions and does not provide, constitute, infer or imply build ability or compliance with any applicable statute, law, building code, deed restriction, or property right
- I agree to comply with the conditions and regulations provided with this parcel division
- I understand that the land division application may take up to 30 days to be processed
- I understand that property tax bills may be issued using the parent parcel(s) and I agree to have the tax bills and other city of Owosso liens charged/billed during this period paid by the appropriate party
- I understand that if property is being conveyed between the parties, requested land division will only take place on city records after recording of deed
- **Divisions require all taxes, special assessments and outstanding invoices be paid in full before the division can be processed**


Applicant Signature

06/15/21
Date

City of Owosso Lot Split Ordinance Sec. 30-5. - Lot division.

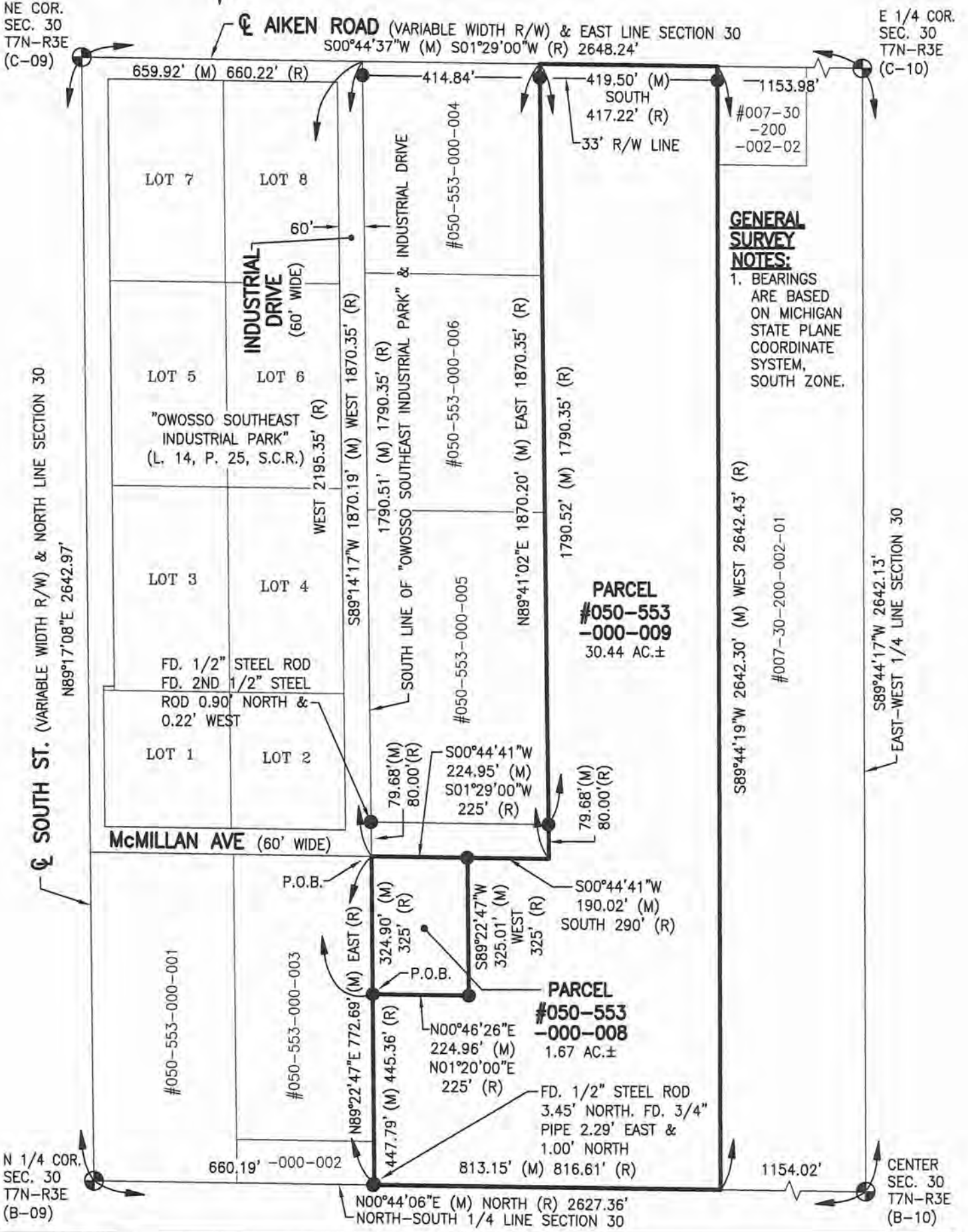
The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form. (Ord. No. 456, § 1, 12-19-88)

ASSESSOR TO ATTACH LOT SPLIT FORM WITH CURRENT AND NEW DESCRIPTIONS, ASSESSED AND TAXABLE VALUES

City of Owosso Division of Platted City Lots Departmental Review

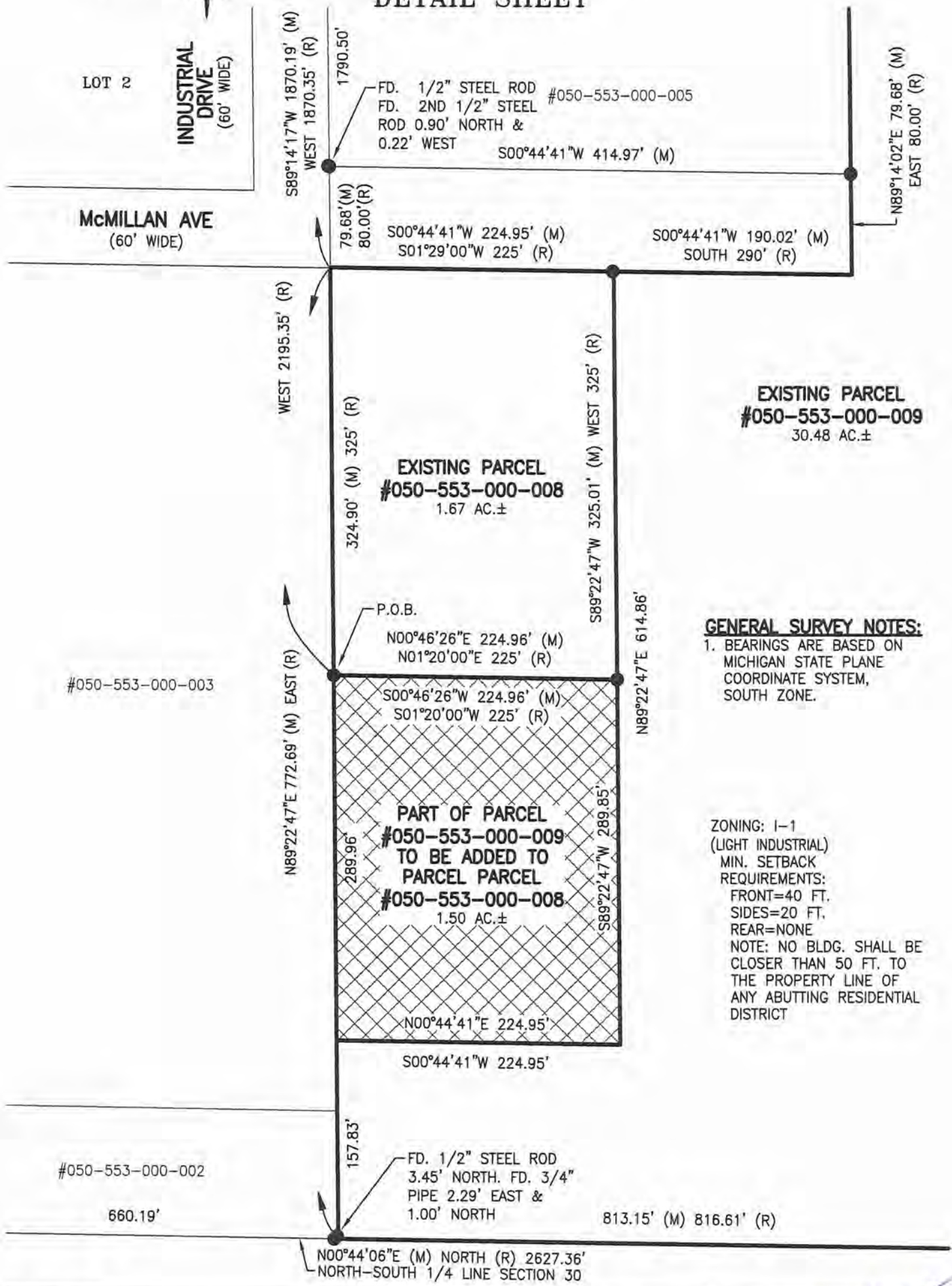
1. Building Official Recommends:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: <i>NOTE</i>		
Signature: <i>Bess H. [Signature]</i> <i>06/16/2021</i>		
2. Assessor Recommends:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: <i>will combined for 2022</i>		
Signature: <i>Michael Paul [Signature]</i>		
3. Treasurer Tax Information:	<input type="checkbox"/> Approval	<input type="checkbox"/> Denial
County Drain Office Special Assessments:	<input type="checkbox"/> Paid	<input type="checkbox"/> Unpaid
County Treasurer's Office Delinquent Taxes:	<input type="checkbox"/> Paid	<input type="checkbox"/> Unpaid
Special Assessments:	<input type="checkbox"/> Paid	<input type="checkbox"/> Unpaid
Comments:		
Signature: <i>Katherine [Signature]</i> <i>6-16-21</i>		
4. Public Utilities Recommends:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments:		
Signature: <i>Ryan E. Suchanek</i>		
5. Engineering Recommends:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments: <i>No issues with city utilities</i>		
Signature: <i>Clayton Wehmer</i>		
6. Zoning Administrator Recommends:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Denial
Comments:		
Signature: <i>Nat R. [Signature]</i>		

EXISTING CONDITIONS



DESCRIPTION:		 Engineers Surveyors Planners Landscape Architects 3121 E. GRAND RIVER AVE. HOWELL, MI. 48843 517.546.4836 FAX 517.548.1670		
PART OF THE NORTHEAST 1/4 OF SECTION 30, T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN				
CLIENT:	WHITE	 SCALE: 1 INCH = 300 FEET		LEGEND ○ = IRON SET ● = IRON FOUND ⊙ = MONUMENT FOUND * = FENCE (R) = RECORDED (M) = MEASURED
JOB NO.	21-186	DATE	6-11-21	
SHEET	1 OF 5	FB 626	CREW CE/PB DR. AEB CHKD.	
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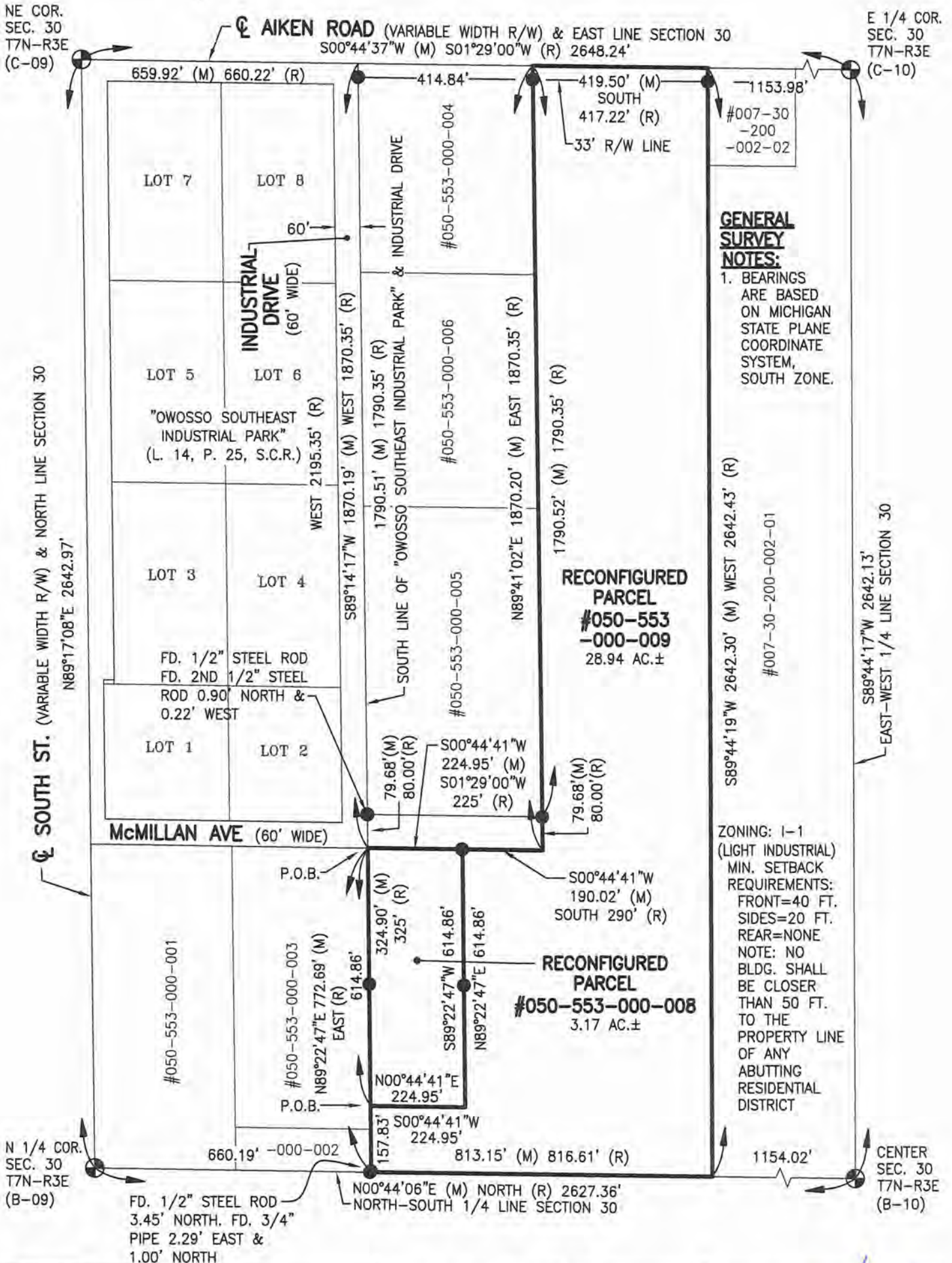
PROPOSED PARCEL RECONFIGURATION DETAIL SHEET



DESCRIPTION: PART OF THE NORTHEAST 1/4 OF SECTION 30, T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN		 Engineers Surveyors Planners Landscape Architects 3121 E. GRAND RIVER AVE. HOWELL, MI. 48843 517.546.4836 FAX 517.548.1670			
CLIENT: WHITE	100 0 50 100 SCALE: 1 INCH = 100 FEET	LEGEND ○ = IRON SET ● = IRON FOUND ⊙ = MONUMENT FOUND * = FENCE (R) = RECORDED (M) = MEASURED			
JOB NO. 21-186	DATE 6-11-21				
SHEET 2 OF 5	FB 626	CREW CE/PB	DR. AEB	CHKD.	
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PROPOSED PARCEL RECONFIGURATION



DESCRIPTION OF PARCEL #050-553-000-008 PER SHIAWASSEE COUNTY TAX ROLL:

BEG AT PT S 01° 29'00" W ON E LN SEC 30, T7N-R3E, 660.22' & S 90°00'00" W 1870.35' FROM NE COR OF SD SEC 30 - S 01°29'00" W 225' - S 90°00' W 325' - N 01°29'00" E 225' - N 90° 00'00" E 325' TO POB

DESCRIPTION OF PARCEL #050-553-000-009 PER SHIAWASSEE COUNTY TAX ROLL:

BEG AT PT S 01°29'00" W ON E LN SEC 30 660.22' & S 90°00'00" W 2195.35' FROM NE COR OF SD SEC 30 - CONT W 445.36' - S 816.61' - E 2642.43' - N 417.22' - W 1870.35' - N 290' - W 325' - N 01°20'00" E 225' TO POB
NOTE: THE DESCRIPTION ABOVE IS DESCRIBED IN A COUNTERCLOCKWISE DIRECTION. THE BEARINGS AS SHOWN ON THE DRAWING ARE IN A CLOCKWISE DIRECTION TO REPRESENT STANDARD SURVEY PRACTICES.

PART OF PARCEL #050-553-000-009 TO BE ADDED TO PARCEL #050-553-000-008:

Part of the Northeast 1/4 of Section 30, T7N-R3E, City of Owosso, Shiawassee County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 30, thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 659.92 feet (recorded as S 01°29'00" W, 660.22 feet); thence along the South line of "OWOSSO SOUTHEAST INDUSTRIAL PARK", as recorded in Liber 14 of Plats, Page 25, Shiawassee County Records, S 89°14'17" W, 1870.19 feet (recorded as West, 1870.35 feet); thence S 89°22'47" W, 324.90 feet (recorded as West, 325 feet), to the POINT OF BEGINNING of the Parcel to be described, the last two (2) courses previously described as West, 2195.35 feet; thence S 00°46'26" W, 224.96 feet (recorded as S 01°20'00" W, 225 feet); thence S 89°22'47" W, 289.85 feet; thence N 00°44'41" E, 224.95 feet; thence N 89°22'47" E, 289.96 feet, to the POINT OF BEGINNING, containing 1.50 acres, more or less.

RECONFIGURED PARCEL #050-553-000-008:

Part of the Northeast 1/4 of Section 30, T7N-R3E, City of Owosso, Shiawassee County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 30, thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 659.92 feet (recorded as S 01°29'00" W, 660.22 feet); thence along the South line of "OWOSSO SOUTHEAST INDUSTRIAL PARK", as recorded in Liber 14 of Plats, Page 25, Shiawassee County Records, S 89°14'17" W, 1870.19 feet (recorded as West, 1870.35 feet), to the POINT OF BEGINNING of the Parcel to be described; thence S 00°44'41" W, 224.95 feet (recorded as S 01°29'00" W, 225 feet); thence S 89°22'47" W, 614.86 feet; thence N 00°44'41" E, 224.95 feet; thence N 89°22'47" E (recorded as East), 614.86 feet, to the POINT OF BEGINNING, containing 3.17 acres, more or less, and including the use of McMillan Ave. (60 foot wide). Also subject to any other easements or restrictions of record.

RECONFIGURED PARCEL #050-553-000-009:

Part of the Northeast 1/4 of Section 30, T7N-R3E, City of Owosso, Shiawassee County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 30, thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 659.92 feet (recorded as S 01°29'00" W, 660.22 feet); thence along the South line of "OWOSSO SOUTHEAST INDUSTRIAL PARK", as recorded in Liber 14 of Plats, Page 25, Shiawassee County Records, S 89°14'17" W, 1870.19 feet (recorded as West, 1870.35 feet); thence S 89°22'47" W (recorded as West), 614.86 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 00°44'41" W, 224.95 feet; thence N 89°22'47" E, 614.86 feet; thence S 00°44'41" W, 190.02 feet (recorded as South, 290 feet); thence N 89°14'02" E, 1870.20 feet (recorded as East, 1870.35 feet); thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 419.50 feet (recorded as South, 417.22 feet); thence S 89°44'19" W, 2642.30 feet (recorded as West, 2642.43 feet); thence along the North-South 1/4 line of Section 30, N 00°44'06" E, 813.15 feet (recorded as North, 816.61 feet); thence N 89°22'47" E (recorded as East), 157.83 feet, to the POINT OF BEGINNING, containing 28.94 acres, more or less, and subject to the rights of the public over the existing Aiken Road and including the use of McMillan Ave. Also subject to any other easements or restrictions of record.

Bearings are based on Michigan State Plane Coordinate System, South Zone.

REFERENCES:

1. Plat of "OWOSSO SOUTHEAST INDUSTRIAL PARK", as recorded in Liber 14 of Plats, Page 25, Shiawassee County Records.
2. Survey by Rowe Engineering, Job No. S-2792-87, dated 1-26-88, as recorded in Liber 5, Page 11, Shiawassee County Records.
3. Survey by Rowe Engineering, Job No. 51684, dated 7-17-80, as recorded in Liber 3, Page 410, Shiawassee County Records.
4. Survey by Landmark Surveying, Job No. 22016, dated 6-24-03, as recorded in Liber 9, Page 232, Shiawassee County Records.
5. Survey by Landmark Surveying, Job No. 1663, dated 5-20-85, as recorded in Liber 4, Page 379, Shiawassee County Records.

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June 11, 2021

Job Number: 21-186
Sheet: 4 of 5



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WILLIAM R. WASCHER, P.S.

WITNESSES:

Northeast Corner, Section 30, T7N-R3E (C-09) (L. 1, P. 527, S.C.R.)

Harrison Remon Marker

N59°E	70.50'	Mag Nail & Flagging NW Face Power Pole
S20°W	97.28'	PK Nail E. Face Telephone Pole
S25°E	81.39'	Mag Nail & Flagging SW Face Power Pole
S25°E	81.05'	Nail & Tag #39096 W Face Power Pole
West	35.21'	Fd. Monument
N75°E	41.40'	Nail & Tag #11192 SW Face Power Pole
S80°W	30.55'	Top Center of Hydrant
West	50.08'	Top of Pipe

East 1/4 Corner, Section 30, T7N-R3E (C-10) (L. 1, P. 528, S.C.R.)

Harrison Remon Marker

N45°W	38.22'	Nail & Tag #11192 SSW Face Telephone Pole
S45°W	22.89'	Fd. 1/2" Rerod & Cap #20709 in Road Shoulder
N15°W	68.36'	South end CMP (South Bolt)
N86°E	42.18'	Nail & Flagging N Face 14" Twin Box Elder
N83°W	32.75'	Fd. 1/2" Rerod & Cap #24622

East 1/4 Corner, Section 30, T7N-R3E (B-09) (L. 1, P. 751, S.C.R.)

Harrison Remon Marker

N88°E	65.0'	Center 16" Cherry SSW Face Telephone Pole
S85°E	67.1'	Center 10" Butternut
S80°W	13.30'	Nail & Tag #11192 S Face 12" Butternut
S02°W	31.22'	Nail & Tag #11192 E Face 10" Butternut
N45°E	25.45'	Nail & Tag #11192 S Face 28" Walnut
N20°W	40.25'	Nail & Tag #44298 above grown over Nail/Tag #11192 W Face 18" White Oak (Wly Twin)
East	7'+/-	Carsonite Witness Post

Center of Section 30, T7N-R3E (B-10) (L. 1, P. 840, S.C.R.)

Harrison Remon Marker

N05°E	12.35'	Nail & Tag #44298 in E Face 22" Oak
North	18.58'	Nail & Tag #24622 in E Face 36" Oak
N80°E	23.81'	Nail & Tag #44298 in N Face 12" Oak
N70°W	6.35'	Nail & Tag #44298 in S Face 8" Oak

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June 11, 2021

Job Number: 21-186
Sheet: 5 of 5



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WILLIAM R. WASCHER, P.S.

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGDGT USED
		AMENDED	BUDGET	05/31/2021 NORMAL (ABNORMAL)	MONTH 05/31/2021 INCREASE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
000 - REVENUE		8,153,152.00		7,943,706.54		304,491.86	209,445.46	97.43
TOTAL REVENUES		<u>8,153,152.00</u>		<u>7,943,706.54</u>		<u>304,491.86</u>	<u>209,445.46</u>	<u>97.43</u>
101 - CITY COUNCIL		5,300.00		1,674.50		0.00	3,625.50	31.59
171 - CITY MANAGER		230,578.00		205,509.98		18,095.25	25,068.02	89.13
201 - FINANCE		274,929.00		243,157.10		20,365.36	31,771.90	88.44
209 - ASSESSING		159,669.00		144,829.17		13,255.29	14,839.83	90.71
210 - CITY ATTORNEY		117,917.00		110,737.81		19,309.10	7,179.19	93.91
215 - CLERK		297,139.00		274,543.73		20,603.81	22,595.27	92.40
226 - HUMAN RESOURCES		256,678.00		219,128.20		16,344.85	37,549.80	85.37
253 - TREASURY		155,169.00		136,242.99		14,670.78	18,926.01	87.80
258 - INFORMATION & TECHNOLOGY		107,359.00		96,238.65		14,721.18	11,120.35	89.64
265 - BUILDING & GROUNDS		138,791.00		116,351.29		8,474.06	22,439.71	83.83
299 - GENERAL ADMIN		312,700.00		300,761.82		4,543.59	11,938.18	96.18
300 - POLICE		2,257,817.00		1,868,500.76		157,792.63	389,316.24	82.76
335 - FIRE		2,118,690.00		1,754,018.08		139,202.30	364,671.92	82.79
370 - BUILDING AND SAFETY		253,052.00		211,082.43		21,897.44	41,969.57	83.41
441 - PUBLIC WORKS		727,952.00		474,627.30		13,401.00	253,324.70	65.20
528 - LEAF AND BRUSH COLLECTION		226,363.00		218,063.18		14,040.14	8,299.82	96.33
585 - PARKING		42,448.00		21,686.32		370.52	20,761.68	51.09
728 - COMMUNITY DEVELOPMENT		67,372.00		40,903.95		(2,198.36)	26,468.05	60.71
750 - HOLMAN POOL		0.00		183.10		183.10	(183.10)	100.00
756 - PARKS		227,433.00		208,080.05		32,869.37	19,352.95	91.49
966 - TRANSFERS OUT		175,796.00		168,628.92		62,847.33	7,167.08	95.92
TOTAL EXPENDITURES		<u>8,153,152.00</u>		<u>6,814,949.33</u>		<u>590,788.74</u>	<u>1,338,202.67</u>	<u>83.59</u>

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
	TOTAL REVENUES	8,153,152.00	7,943,706.54	304,491.86	209,445.46	97.43
	TOTAL EXPENDITURES	8,153,152.00	6,814,949.33	590,788.74	1,338,202.67	83.59
	NET OF REVENUES & EXPENDITURES	0.00	1,128,757.21	(286,296.88)	(1,128,757.21)	100.00
Fund 202 - MAJOR STREET FUND						
	000 - REVENUE	2,651,299.00	1,566,011.61	110,690.18	1,085,287.39	59.07
	TOTAL REVENUES	2,651,299.00	1,566,011.61	110,690.18	1,085,287.39	59.07
	451 - CONSTRUCTION	1,537,386.00	956,784.47	2,170.15	580,601.53	62.23
	463 - STREET MAINTENANCE	371,000.00	182,911.75	20,206.90	188,088.25	49.30
	473 - BRIDGE MAINTENANCE	12,400.00	306.78	0.00	12,093.22	2.47
	474 - TRAFFIC SERVICES-MAINTENANCE	25,000.00	10,022.32	266.51	14,977.68	40.09
	478 - SNOW & ICE CONTROL	87,000.00	153,399.10	0.00	(66,399.10)	176.32
	480 - TREE TRIMMING	67,000.00	18,642.17	3,328.16	48,357.83	27.82
	482 - ADMINISTRATION & ENGINEERING	188,731.00	148,522.72	15,258.86	40,208.28	78.70
	485 - LOCAL STREET TRANSFER	320,982.00	267,434.86	19,927.95	53,547.14	83.32
	486 - TRUNKLINE SURFACE MAINTENANCE	4,000.00	7,310.71	0.00	(3,310.71)	182.77
	488 - TRUNKLINE SWEEPING & FLUSHING	3,300.00	5,320.37	1,047.72	(2,020.37)	161.22
	490 - TRUNKLINE TREE TRIIM & REMOVAL	400.00	0.00	0.00	400.00	0.00
	491 - TRUNKLINE STORM DRAIN, CURBS	5,500.00	4,022.67	0.00	1,477.33	73.14
	492 - TRUNKLINE ROADSIDE CLEANUP	600.00	361.08	0.00	238.92	60.18
	494 - TRUNKLINE TRAFFIC SIGNS	800.00	1,331.36	0.00	(531.36)	166.42
	496 - TRUNKLINE TRAFFIC SIGNALS	200.00	0.00	0.00	200.00	0.00
	497 - TRUNKLINE SNOW & ICE CONTROL	27,000.00	34,674.56	0.00	(7,674.56)	128.42
	TOTAL EXPENDITURES	2,651,299.00	1,791,044.92	62,206.25	860,254.08	67.55

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BGDGT USED	
		AMENDED	BUDGET	05/31/2021	MONTH 05/31/2021	NORMAL	(ABNORMAL)		
Fund 202 - MAJOR STREET FUND									
Fund 202 - MAJOR STREET FUND:									
TOTAL REVENUES			2,651,299.00	1,566,011.61	110,690.18		1,085,287.39	59.07	
TOTAL EXPENDITURES			2,651,299.00	1,791,044.92	62,206.25		860,254.08	67.55	
NET OF REVENUES & EXPENDITURES			0.00	(225,033.31)	48,483.93		225,033.31	100.00	
Fund 203 - LOCAL STREET FUND									
000 - REVENUE									
			1,739,571.00	1,134,995.52	60,443.62		604,575.48	65.25	
TOTAL REVENUES			1,739,571.00	1,134,995.52	60,443.62		604,575.48	65.25	
451 - CONSTRUCTION			1,010,542.00	828,593.95	9,741.50		181,948.05	82.00	
463 - STREET MAINTENANCE			445,000.00	260,478.07	29,332.26		184,521.93	58.53	
474 - TRAFFIC SERVICES-MAINTENANCE			5,400.00	6,763.47	191.91		(1,363.47)	125.25	
478 - SNOW & ICE CONTROL			85,000.00	75,939.88	0.00		9,060.12	89.34	
480 - TREE TRIMMING			90,000.00	88,923.37	16,849.05		1,076.63	98.80	
482 - ADMINISTRATION & ENGINEERING			103,629.00	84,433.40	8,229.49		19,195.60	81.48	
TOTAL EXPENDITURES			1,739,571.00	1,345,132.14	64,344.21		394,438.86	77.33	
Fund 203 - LOCAL STREET FUND:									
TOTAL REVENUES			1,739,571.00	1,134,995.52	60,443.62		604,575.48	65.25	
TOTAL EXPENDITURES			1,739,571.00	1,345,132.14	64,344.21		394,438.86	77.33	
NET OF REVENUES & EXPENDITURES			0.00	(210,136.62)	(3,900.59)		210,136.62	100.00	
Fund 208 - PARK/RECREATION SITES FUND									
000 - REVENUE									
			131,802.00	134,769.23	3,382.20		(2,967.23)	102.25	
TOTAL REVENUES			131,802.00	134,769.23	3,382.20		(2,967.23)	102.25	
756 - PARKS			127,815.00	91,684.74	34,016.54		36,130.26	71.73	
TOTAL EXPENDITURES			127,815.00	91,684.74	34,016.54		36,130.26	71.73	
Fund 208 - PARK/RECREATION SITES FUND:									
TOTAL REVENUES			131,802.00	134,769.23	3,382.20		(2,967.23)	102.25	
TOTAL EXPENDITURES			127,815.00	91,684.74	34,016.54		36,130.26	71.73	
NET OF REVENUES & EXPENDITURES			3,987.00	43,084.49	(30,634.34)		(39,097.49)	1,080.62	
Fund 248 - DOWNTOWN FACADE PROGRAM									
000 - REVENUE									
			15,178.00	(0.52)	0.00		15,178.52	0.00	

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 248 - DOWNTOWN FACADE PROGRAM						
TOTAL REVENUES		15,178.00	(0.52)	0.00	15,178.52	0.00
965 - OTHER FINANCING SOURCES (USES)		15,178.00	15,177.59	0.00	0.41	100.00
TOTAL EXPENDITURES		15,178.00	15,177.59	0.00	0.41	100.00
Fund 248 - DOWNTOWN FACADE PROGRAM:						
TOTAL REVENUES		15,178.00	(0.52)	0.00	15,178.52	0.00
TOTAL EXPENDITURES		15,178.00	15,177.59	0.00	0.41	100.00
NET OF REVENUES & EXPENDITURES		0.00	(15,178.11)	0.00	15,178.11	100.00
Fund 273 - OMS/DDA REVLG LOAN FUND						
000 - REVENUE		32,000.00	45,919.99	1,216.56	(13,919.99)	143.50
TOTAL REVENUES		32,000.00	45,919.99	1,216.56	(13,919.99)	143.50
200 - GEN SERVICES		1,500.00	32,281.00	3,000.00	(30,781.00)	2,152.07
TOTAL EXPENDITURES		1,500.00	32,281.00	3,000.00	(30,781.00)	2,152.07
Fund 273 - OMS/DDA REVLG LOAN FUND :						
TOTAL REVENUES		32,000.00	45,919.99	1,216.56	(13,919.99)	143.50
TOTAL EXPENDITURES		1,500.00	32,281.00	3,000.00	(30,781.00)	2,152.07
NET OF REVENUES & EXPENDITURES		30,500.00	13,638.99	(1,783.44)	16,861.01	44.72
Fund 275 - HOUSING & REDEVELOPMENT						
000 - REVENUE		0.00	(72.71)	0.00	72.71	100.00
TOTAL REVENUES		0.00	(72.71)	0.00	72.71	100.00
Fund 275 - HOUSING & REDEVELOPMENT:						
TOTAL REVENUES		0.00	(72.71)	0.00	72.71	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	(72.71)	0.00	72.71	100.00
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA						
000 - REVENUE		21,803.00	22,135.18	0.00	(332.18)	101.52
TOTAL REVENUES		21,803.00	22,135.18	0.00	(332.18)	101.52
730 - PROFESSIONAL SERVICES		515.00	515.00	0.00	0.00	100.00

PERIOD ENDING 05/31/2021

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA						
905 - DEBT SERVICE		28,171.00	28,171.00	0.00	0.00	100.00
TOTAL EXPENDITURES		28,686.00	28,686.00	0.00	0.00	100.00
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA:						
TOTAL REVENUES		21,803.00	22,135.18	0.00	(332.18)	101.52
TOTAL EXPENDITURES		28,686.00	28,686.00	0.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		(6,883.00)	(6,550.82)	0.00	(332.18)	95.17
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL						
000 - REVENUE		240,000.00	26,808.82	0.00	213,191.18	11.17
TOTAL REVENUES		240,000.00	26,808.82	0.00	213,191.18	11.17
901 - CAPITAL OUTLAY		240,000.00	26,808.82	0.00	213,191.18	11.17
TOTAL EXPENDITURES		240,000.00	26,808.82	0.00	213,191.18	11.17
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL:						
TOTAL REVENUES		240,000.00	26,808.82	0.00	213,191.18	11.17
TOTAL EXPENDITURES		240,000.00	26,808.82	0.00	213,191.18	11.17
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 283 - OBRA FUND-DISTRICT#3-TIAL						
000 - REVENUE		27,841.00	27,840.79	0.00	0.21	100.00
TOTAL REVENUES		27,841.00	27,840.79	0.00	0.21	100.00
730 - PROFESSIONAL SERVICES		750.00	0.00	0.00	750.00	0.00
905 - DEBT SERVICE		25,944.00	0.00	0.00	25,944.00	0.00
964 - TAX REIMBURSEMENTS		1,147.00	0.00	0.00	1,147.00	0.00
TOTAL EXPENDITURES		27,841.00	0.00	0.00	27,841.00	0.00
Fund 283 - OBRA FUND-DISTRICT#3-TIAL:						
TOTAL REVENUES		27,841.00	27,840.79	0.00	0.21	100.00
TOTAL EXPENDITURES		27,841.00	0.00	0.00	27,841.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	27,840.79	0.00	(27,840.79)	100.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)						
000 - REVENUE		190,000.00	179,978.35	0.00	10,021.65	94.73

PERIOD ENDING 05/31/2021

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)						
TOTAL REVENUES		190,000.00	179,978.35	0.00	10,021.65	94.73
730 - PROFESSIONAL SERVICES		9,902.00	9,901.50	0.00	0.50	99.99
905 - DEBT SERVICE		180,098.00	0.00	0.00	180,098.00	0.00
TOTAL EXPENDITURES		190,000.00	9,901.50	0.00	180,098.50	5.21
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8):						
TOTAL REVENUES		190,000.00	179,978.35	0.00	10,021.65	94.73
TOTAL EXPENDITURES		190,000.00	9,901.50	0.00	180,098.50	5.21
NET OF REVENUES & EXPENDITURES		0.00	170,076.85	0.00	(170,076.85)	100.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT)						
000 - REVENUE		3,343.00	3,611.87	0.00	(268.87)	108.04
TOTAL REVENUES		3,343.00	3,611.87	0.00	(268.87)	108.04
730 - PROFESSIONAL SERVICES		1,200.00	0.00	0.00	1,200.00	0.00
TOTAL EXPENDITURES		1,200.00	0.00	0.00	1,200.00	0.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT):						
TOTAL REVENUES		3,343.00	3,611.87	0.00	(268.87)	108.04
TOTAL EXPENDITURES		1,200.00	0.00	0.00	1,200.00	0.00
NET OF REVENUES & EXPENDITURES		2,143.00	3,611.87	0.00	(1,468.87)	168.54
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL)						
000 - REVENUE		6,450.00	1,224.87	0.00	5,225.13	18.99
TOTAL REVENUES		6,450.00	1,224.87	0.00	5,225.13	18.99
730 - PROFESSIONAL SERVICES		864.00	0.00	0.00	864.00	0.00
964 - TAX REIMBURSEMENTS		5,586.00	0.00	0.00	5,586.00	0.00
TOTAL EXPENDITURES		6,450.00	0.00	0.00	6,450.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL):						
TOTAL REVENUES		6,450.00	1,224.87	0.00	5,225.13	18.99
TOTAL EXPENDITURES		6,450.00	0.00	0.00	6,450.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,224.87	0.00	(1,224.87)	100.00

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT)						
000 - REVENUE		120,314.00	120,313.46	0.00	0.54	100.00
TOTAL REVENUES		<u>120,314.00</u>	<u>120,313.46</u>	<u>0.00</u>	<u>0.54</u>	<u>100.00</u>
730 - PROFESSIONAL SERVICES		1,000.00	0.00	0.00	1,000.00	0.00
964 - TAX REIMBURSEMENTS		119,314.00	0.00	0.00	119,314.00	0.00
TOTAL EXPENDITURES		<u>120,314.00</u>	<u>0.00</u>	<u>0.00</u>	<u>120,314.00</u>	<u>0.00</u>
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT:						
TOTAL REVENUES		<u>120,314.00</u>	<u>120,313.46</u>	<u>0.00</u>	<u>0.54</u>	<u>100.00</u>
TOTAL EXPENDITURES		<u>120,314.00</u>	<u>0.00</u>	<u>0.00</u>	<u>120,314.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		<u>0.00</u>	<u>120,313.46</u>	<u>0.00</u>	<u>(120,313.46)</u>	<u>100.00</u>
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING						
000 - REVENUE		75,000.00	74,423.88	0.00	576.12	99.23
TOTAL REVENUES		<u>75,000.00</u>	<u>74,423.88</u>	<u>0.00</u>	<u>576.12</u>	<u>99.23</u>
730 - PROFESSIONAL SERVICES		3,861.00	3,860.50	0.00	0.50	99.99
964 - TAX REIMBURSEMENTS		71,139.00	68,733.83	0.00	2,405.17	96.62
TOTAL EXPENDITURES		<u>75,000.00</u>	<u>72,594.33</u>	<u>0.00</u>	<u>2,405.67</u>	<u>96.79</u>
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING:						
TOTAL REVENUES		<u>75,000.00</u>	<u>74,423.88</u>	<u>0.00</u>	<u>576.12</u>	<u>99.23</u>
TOTAL EXPENDITURES		<u>75,000.00</u>	<u>72,594.33</u>	<u>0.00</u>	<u>2,405.67</u>	<u>96.79</u>
NET OF REVENUES & EXPENDITURES		<u>0.00</u>	<u>1,829.55</u>	<u>0.00</u>	<u>(1,829.55)</u>	<u>100.00</u>
Fund 297 - HISTORICAL FUND						
000 - REVENUE		69,613.00	50,916.09	5,784.39	18,696.91	73.14
TOTAL REVENUES		<u>69,613.00</u>	<u>50,916.09</u>	<u>5,784.39</u>	<u>18,696.91</u>	<u>73.14</u>
797 - HISTORICAL COMMISSION		50,413.00	26,500.60	1,170.33	23,912.40	52.57
798 - CASTLE		8,700.00	8,205.76	2,398.80	494.24	94.32
799 - GOULD HOUSE		9,500.00	10,266.26	1,919.37	(766.26)	108.07
800 - COMSTOCK/WOODARD		1,000.00	394.75	87.00	605.25	39.48

PERIOD ENDING 05/31/2021

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 297 - HISTORICAL FUND						
	TOTAL EXPENDITURES	69,613.00	45,367.37	5,575.50	24,245.63	65.17
Fund 297 - HISTORICAL FUND:						
	TOTAL REVENUES	69,613.00	50,916.09	5,784.39	18,696.91	73.14
	TOTAL EXPENDITURES	69,613.00	45,367.37	5,575.50	24,245.63	65.17
	NET OF REVENUES & EXPENDITURES	0.00	5,548.72	208.89	(5,548.72)	100.00
Fund 298 - HISTORICAL SITES FUND						
	000 - REVENUE	139,992.00	134,758.13	3,380.60	5,233.87	96.26
	TOTAL REVENUES	139,992.00	134,758.13	3,380.60	5,233.87	96.26
	798 - CASTLE	113,000.00	3,062.00	0.00	109,938.00	2.71
	799 - GOULD HOUSE	12,000.00	6,200.00	0.00	5,800.00	51.67
	800 - COMSTOCK/WOODARD	0.00	320.00	0.00	(320.00)	100.00
	TOTAL EXPENDITURES	125,000.00	9,582.00	0.00	115,418.00	7.67
Fund 298 - HISTORICAL SITES FUND:						
	TOTAL REVENUES	139,992.00	134,758.13	3,380.60	5,233.87	96.26
	TOTAL EXPENDITURES	125,000.00	9,582.00	0.00	115,418.00	7.67
	NET OF REVENUES & EXPENDITURES	14,992.00	125,176.13	3,380.60	(110,184.13)	834.95
Fund 325 - DEBT SERVICE-2010 GO BONDS						
	000 - REVENUE	89,233.00	89,232.50	14,046.25	0.50	100.00
	TOTAL REVENUES	89,233.00	89,232.50	14,046.25	0.50	100.00
	905 - DEBT SERVICE	89,233.00	89,232.50	0.00	0.50	100.00
	TOTAL EXPENDITURES	89,233.00	89,232.50	0.00	0.50	100.00
Fund 325 - DEBT SERVICE-2010 GO BONDS:						
	TOTAL REVENUES	89,233.00	89,232.50	14,046.25	0.50	100.00
	TOTAL EXPENDITURES	89,233.00	89,232.50	0.00	0.50	100.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	14,046.25	0.00	0.00
Fund 327 - DEBT SERVICE						
	000 - REVENUE	804,733.00	833,561.07	12,462.09	(28,828.07)	103.58
	TOTAL REVENUES	804,733.00	833,561.07	12,462.09	(28,828.07)	103.58

PERIOD ENDING 05/31/2021

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GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED	BUDGET	05/31/2021 (ABNORMAL)	MONTH 05/31/2021 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 327 - DEBT SERVICE								
905 - DEBT SERVICE		804,733.00		804,732.50	250.00		0.50	100.00
TOTAL EXPENDITURES		804,733.00		804,732.50	250.00		0.50	100.00
Fund 327 - DEBT SERVICE:								
TOTAL REVENUES		804,733.00		833,561.07	12,462.09		(28,828.07)	103.58
TOTAL EXPENDITURES		804,733.00		804,732.50	250.00		0.50	100.00
NET OF REVENUES & EXPENDITURES		0.00		28,828.57	12,212.09		(28,828.57)	100.00
Fund 368 - 2009 SPECIAL ASSESSMENT								
000 - REVENUE		0.00		1,066.50	135.00		(1,066.50)	100.00
TOTAL REVENUES		0.00		1,066.50	135.00		(1,066.50)	100.00
Fund 368 - 2009 SPECIAL ASSESSMENT:								
TOTAL REVENUES		0.00		1,066.50	135.00		(1,066.50)	100.00
TOTAL EXPENDITURES		0.00		0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		1,066.50	135.00		(1,066.50)	100.00
Fund 372 - 2011 SPECIAL ASSESSMENT								
000 - REVENUE		0.00		6,141.62	0.00		(6,141.62)	100.00
TOTAL REVENUES		0.00		6,141.62	0.00		(6,141.62)	100.00
Fund 372 - 2011 SPECIAL ASSESSMENT:								
TOTAL REVENUES		0.00		6,141.62	0.00		(6,141.62)	100.00
TOTAL EXPENDITURES		0.00		0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		6,141.62	0.00		(6,141.62)	100.00
Fund 374 - 2012 SPECIAL ASSESSMENT								
000 - REVENUE		0.00		11,634.72	0.00		(11,634.72)	100.00
TOTAL REVENUES		0.00		11,634.72	0.00		(11,634.72)	100.00
Fund 374 - 2012 SPECIAL ASSESSMENT:								
TOTAL REVENUES		0.00		11,634.72	0.00		(11,634.72)	100.00
TOTAL EXPENDITURES		0.00		0.00	0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		11,634.72	0.00		(11,634.72)	100.00

PERIOD ENDING 05/31/2021

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGDGT USED
Fund 376 - 2013 SPECIAL ASSESSMENT						
000 - REVENUE		0.00	3,794.16	0.00	(3,794.16)	100.00
TOTAL REVENUES		0.00	3,794.16	0.00	(3,794.16)	100.00
Fund 376 - 2013 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	3,794.16	0.00	(3,794.16)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	3,794.16	0.00	(3,794.16)	100.00
Fund 378 - 2014 SPECIAL ASSESSMENT						
000 - REVENUE		0.00	0.00	7.91	0.00	0.00
TOTAL REVENUES		0.00	0.00	7.91	0.00	0.00
Fund 378 - 2014 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	0.00	7.91	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	7.91	0.00	0.00
Fund 382 - 2016 SPECIAL ASSESSMENT						
000 - REVENUE		0.00	5,173.80	0.00	(5,173.80)	100.00
TOTAL REVENUES		0.00	5,173.80	0.00	(5,173.80)	100.00
Fund 382 - 2016 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	5,173.80	0.00	(5,173.80)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	5,173.80	0.00	(5,173.80)	100.00
Fund 383 - 2017 SPECIAL ASSESSMENTS						
000 - REVENUE		0.00	41,094.24	1,789.21	(41,094.24)	100.00
TOTAL REVENUES		0.00	41,094.24	1,789.21	(41,094.24)	100.00
Fund 383 - 2017 SPECIAL ASSESSMENTS:						
TOTAL REVENUES		0.00	41,094.24	1,789.21	(41,094.24)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 05/31/2021

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GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 383 - 2017 SPECIAL ASSESSMENTS						
NET OF REVENUES & EXPENDITURES		0.00	41,094.24	1,789.21	(41,094.24)	100.00
Fund 384 - 2018 SPECIAL ASSESSMENTS						
000 - REVENUE		0.00	120,884.68	200.00	(120,884.68)	100.00
TOTAL REVENUES		0.00	120,884.68	200.00	(120,884.68)	100.00
Fund 384 - 2018 SPECIAL ASSESSMENTS:						
TOTAL REVENUES		0.00	120,884.68	200.00	(120,884.68)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	120,884.68	200.00	(120,884.68)	100.00
Fund 385 - 2019 SPECIAL ASSESSMENTS						
000 - REVENUE		0.00	90,242.91	1,920.52	(90,242.91)	100.00
TOTAL REVENUES		0.00	90,242.91	1,920.52	(90,242.91)	100.00
Fund 385 - 2019 SPECIAL ASSESSMENTS:						
TOTAL REVENUES		0.00	90,242.91	1,920.52	(90,242.91)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	90,242.91	1,920.52	(90,242.91)	100.00
Fund 386 - 2020 SPECIAL ASSESSMENTS						
000 - REVENUE		0.00	244,592.19	364.93	(244,592.19)	100.00
TOTAL REVENUES		0.00	244,592.19	364.93	(244,592.19)	100.00
Fund 386 - 2020 SPECIAL ASSESSMENTS:						
TOTAL REVENUES		0.00	244,592.19	364.93	(244,592.19)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	244,592.19	364.93	(244,592.19)	100.00
Fund 397 - 2009 LTGO DEBT						
000 - REVENUE		78,885.00	78,135.00	0.00	750.00	99.05
TOTAL REVENUES		78,885.00	78,135.00	0.00	750.00	99.05
905 - DEBT SERVICE		78,885.00	78,135.00	0.00	750.00	99.05
TOTAL EXPENDITURES		78,885.00	78,135.00	0.00	750.00	99.05

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 397 - 2009 LTGO DEBT						
Fund 397 - 2009 LTGO DEBT:						
	TOTAL REVENUES	78,885.00	78,135.00	0.00	750.00	99.05
	TOTAL EXPENDITURES	78,885.00	78,135.00	0.00	750.00	99.05
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Fund 401 - CAPITAL PROJECT FUND						
000 - REVENUE						
	TOTAL REVENUES	103,093.00	103,093.00	34,950.00	0.00	100.00
	TOTAL EXPENDITURES	103,093.00	103,093.00	34,950.00	0.00	100.00
000 - REVENUE						
	TOTAL REVENUES	116,127.00	119,712.92	43,841.12	(3,585.92)	103.09
	TOTAL EXPENDITURES	116,127.00	119,712.92	43,841.12	(3,585.92)	103.09
Fund 401 - CAPITAL PROJECT FUND:						
	TOTAL REVENUES	103,093.00	103,093.00	34,950.00	0.00	100.00
	TOTAL EXPENDITURES	116,127.00	119,712.92	43,841.12	(3,585.92)	103.09
	NET OF REVENUES & EXPENDITURES	(13,034.00)	(16,619.92)	(8,891.12)	3,585.92	127.51
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM						
000 - REVENUE						
	TOTAL REVENUES	1,000,000.00	1,718.68	53.14	998,281.32	0.17
	TOTAL EXPENDITURES	1,000,000.00	1,718.68	53.14	998,281.32	0.17
270 - ADMINISTRATIVE						
	TOTAL REVENUES	0.00	1,145.00	0.00	(1,145.00)	100.00
966 - TRANSFERS OUT						
	TOTAL REVENUES	1,000,000.00	1,000,000.00	0.00	0.00	100.00
	TOTAL EXPENDITURES	1,000,000.00	1,001,145.00	0.00	(1,145.00)	100.11
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM:						
	TOTAL REVENUES	1,000,000.00	1,718.68	53.14	998,281.32	0.17
	TOTAL EXPENDITURES	1,000,000.00	1,001,145.00	0.00	(1,145.00)	100.11
	NET OF REVENUES & EXPENDITURES	0.00	(999,426.32)	53.14	999,426.32	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH						
000 - REVENUE						
	TOTAL REVENUES	0.00	(5.77)	(0.82)	5.77	100.00
	TOTAL EXPENDITURES	0.00	(5.77)	(0.82)	5.77	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH:						

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			05/31/2021 NORMAL (ABNORMAL)	MONTH 05/31/2021 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH						
	TOTAL REVENUES	0.00	(5.77)	(0.82)	5.77	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	(5.77)	(0.82)	5.77	100.00
Fund 494 - CAPITAL PROJECTS FUND						
000 - REVENUE		10,250.00	(5.72)	(0.82)	10,255.72	(0.06)
	TOTAL REVENUES	10,250.00	(5.72)	(0.82)	10,255.72	(0.06)
270 - ADMINISTRATIVE		10,000.00	0.00	0.00	10,000.00	0.00
	TOTAL EXPENDITURES	10,000.00	0.00	0.00	10,000.00	0.00
Fund 494 - CAPITAL PROJECTS FUND:						
	TOTAL REVENUES	10,250.00	(5.72)	(0.82)	10,255.72	0.06
	TOTAL EXPENDITURES	10,000.00	0.00	0.00	10,000.00	0.00
	NET OF REVENUES & EXPENDITURES	250.00	(5.72)	(0.82)	255.72	2.29
Fund 497 - CAPITAL PROJECTS-SUBDIVISION						
000 - REVENUE		0.00	28,332.23	0.00	(28,332.23)	100.00
	TOTAL REVENUES	0.00	28,332.23	0.00	(28,332.23)	100.00
Fund 497 - CAPITAL PROJECTS-SUBDIVISION:						
	TOTAL REVENUES	0.00	28,332.23	0.00	(28,332.23)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	28,332.23	0.00	(28,332.23)	100.00
Fund 588 - TRANSPORTATION FUND						
000 - REVENUE		76,000.00	89,552.92	2,254.13	(13,552.92)	117.83
	TOTAL REVENUES	76,000.00	89,552.92	2,254.13	(13,552.92)	117.83
200 - GEN SERVICES		76,000.00	64,047.97	0.00	11,952.03	84.27
	TOTAL EXPENDITURES	76,000.00	64,047.97	0.00	11,952.03	84.27
Fund 588 - TRANSPORTATION FUND:						
	TOTAL REVENUES	76,000.00	89,552.92	2,254.13	(13,552.92)	117.83
	TOTAL EXPENDITURES	76,000.00	64,047.97	0.00	11,952.03	84.27
	NET OF REVENUES & EXPENDITURES	0.00	25,504.95	2,254.13	(25,504.95)	100.00

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 590 - SEWER FUND						
000 - REVENUE		3,354,477.00	1,560,439.80	13,209.94	1,794,037.20	46.52
TOTAL REVENUES		<u>3,354,477.00</u>	<u>1,560,439.80</u>	<u>13,209.94</u>	<u>1,794,037.20</u>	<u>46.52</u>
200 - GEN SERVICES		1,784,986.00	1,619,031.89	128,111.77	165,954.11	90.70
549 - SEWER OPERATIONS		349,474.00	136,901.02	10,228.37	212,572.98	39.17
901 - CAPITAL OUTLAY		1,440,000.00	803,199.00	5,648.50	636,801.00	55.78
905 - DEBT SERVICE		71,294.00	50,042.42	0.00	21,251.58	70.19
TOTAL EXPENDITURES		<u>3,645,754.00</u>	<u>2,609,174.33</u>	<u>143,988.64</u>	<u>1,036,579.67</u>	<u>71.57</u>
Fund 590 - SEWER FUND:						
TOTAL REVENUES		3,354,477.00	1,560,439.80	13,209.94	1,794,037.20	46.52
TOTAL EXPENDITURES		<u>3,645,754.00</u>	<u>2,609,174.33</u>	<u>143,988.64</u>	<u>1,036,579.67</u>	<u>71.57</u>
NET OF REVENUES & EXPENDITURES		(291,277.00)	(1,048,734.53)	(130,778.70)	757,457.53	360.05
Fund 591 - WATER FUND						
000 - REVENUE		6,920,648.00	4,201,907.28	15,430.48	2,718,740.72	60.72
TOTAL REVENUES		<u>6,920,648.00</u>	<u>4,201,907.28</u>	<u>15,430.48</u>	<u>2,718,740.72</u>	<u>60.72</u>
200 - GEN SERVICES		516,441.00	436,298.74	51,547.08	80,142.26	84.48
552 - WATER UNDERGROUND		975,759.00	789,493.31	99,678.38	186,265.69	80.91
553 - WATER FILTRATION		1,155,259.00	980,524.11	89,160.77	174,734.89	84.87
901 - CAPITAL OUTLAY		3,522,219.00	1,709,927.38	18,456.78	1,812,291.62	48.55
905 - DEBT SERVICE		547,453.00	497,643.77	0.00	49,809.23	90.90
TOTAL EXPENDITURES		<u>6,717,131.00</u>	<u>4,413,887.31</u>	<u>258,843.01</u>	<u>2,303,243.69</u>	<u>65.71</u>
Fund 591 - WATER FUND:						
TOTAL REVENUES		6,920,648.00	4,201,907.28	15,430.48	2,718,740.72	60.72
TOTAL EXPENDITURES		<u>6,717,131.00</u>	<u>4,413,887.31</u>	<u>258,843.01</u>	<u>2,303,243.69</u>	<u>65.71</u>
NET OF REVENUES & EXPENDITURES		203,517.00	(211,980.03)	(243,412.53)	415,497.03	104.16
Fund 599 - WASTEWATER FUND						
000 - REVENUE		4,497,699.00	4,231,330.89	156,091.30	266,368.11	94.08

PERIOD ENDING 05/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 05/31/2021 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 05/31/2021 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGDGT USED
Fund 599 - WASTEWATER FUND						
	TOTAL REVENUES	4,497,699.00	4,231,330.89	156,091.30	266,368.11	94.08
548	- WASTEWATER OPERATIONS	1,796,126.00	1,511,587.82	147,592.20	284,538.18	84.16
901	- CAPITAL OUTLAY	2,731,000.00	2,708,354.49	397,574.85	22,645.51	99.17
905	- DEBT SERVICE	35,000.00	0.00	0.00	35,000.00	0.00
	TOTAL EXPENDITURES	4,562,126.00	4,219,942.31	545,167.05	342,183.69	92.50
Fund 599 - WASTEWATER FUND:						
	TOTAL REVENUES	4,497,699.00	4,231,330.89	156,091.30	266,368.11	94.08
	TOTAL EXPENDITURES	4,562,126.00	4,219,942.31	545,167.05	342,183.69	92.50
	NET OF REVENUES & EXPENDITURES	(64,427.00)	11,388.58	(389,075.75)	(75,815.58)	17.68
Fund 661 - FLEET MAINTENANCE FUND						
000	- REVENUE	722,233.00	693,415.87	98,248.32	28,817.13	96.01
	TOTAL REVENUES	722,233.00	693,415.87	98,248.32	28,817.13	96.01
891	- FLEET MAINTENANCE	374,152.00	259,818.15	22,145.88	114,333.85	69.44
901	- CAPITAL OUTLAY	453,000.00	521,924.85	0.00	(68,924.85)	115.22
	TOTAL EXPENDITURES	827,152.00	781,743.00	22,145.88	45,409.00	94.51
Fund 661 - FLEET MAINTENANCE FUND:						
	TOTAL REVENUES	722,233.00	693,415.87	98,248.32	28,817.13	96.01
	TOTAL EXPENDITURES	827,152.00	781,743.00	22,145.88	45,409.00	94.51
	NET OF REVENUES & EXPENDITURES	(104,919.00)	(88,327.13)	76,102.44	(16,591.87)	84.19
TOTAL REVENUES - ALL FUNDS						
		31,274,609.00	23,902,673.67	840,550.99	7,371,935.33	76.43
TOTAL EXPENDITURES - ALL FUNDS						
		31,499,760.00	24,464,962.58	1,774,166.94	7,034,797.42	77.67
NET OF REVENUES & EXPENDITURES						
		(225,151.00)	(562,288.91)	(933,615.95)	337,137.91	249.74

From:	Building Department
To:	Owosso City Council
Report Month:	MAY 2021

Category	Estimated Cost	Permit Fee	Number of Permits
ABOVE GROUND POOL	\$0	\$50	1
ACCESSORY STRUCTURES	\$0	\$100	2
COMMERCIAL NEW CONSTRUCTION	\$23,500	\$460	1
DECK	\$15,549	\$495	2
DEMOLITION	\$2,000	\$110	1
Electrical	\$0	\$3,070	12
FENCE	\$0	\$210	3
Mechanical	\$0	\$4,470	26
NON-RES. ADD/ALTER/REPAIR	\$312,400	\$5,317	2
Plumbing	\$0	\$90	1
PORCH	\$1,200	\$80	1
RES. ADD/ALTER/REPAIR	\$85,000	\$1,315	2
ROOF	\$42,636	\$760	8
ROW-ENG	\$0	\$30	1
ROW-UTILITY	\$0	\$120	6
SIDING	\$14,300	\$160	2
SIGN	\$0	\$40	1
UTILITIES	\$0	\$60	3
VACANT PROPERTY REGISTRATION	\$0	\$200	2
WINDOWS	\$36,025	\$560	7
Totals	\$532,610	\$17,697	84

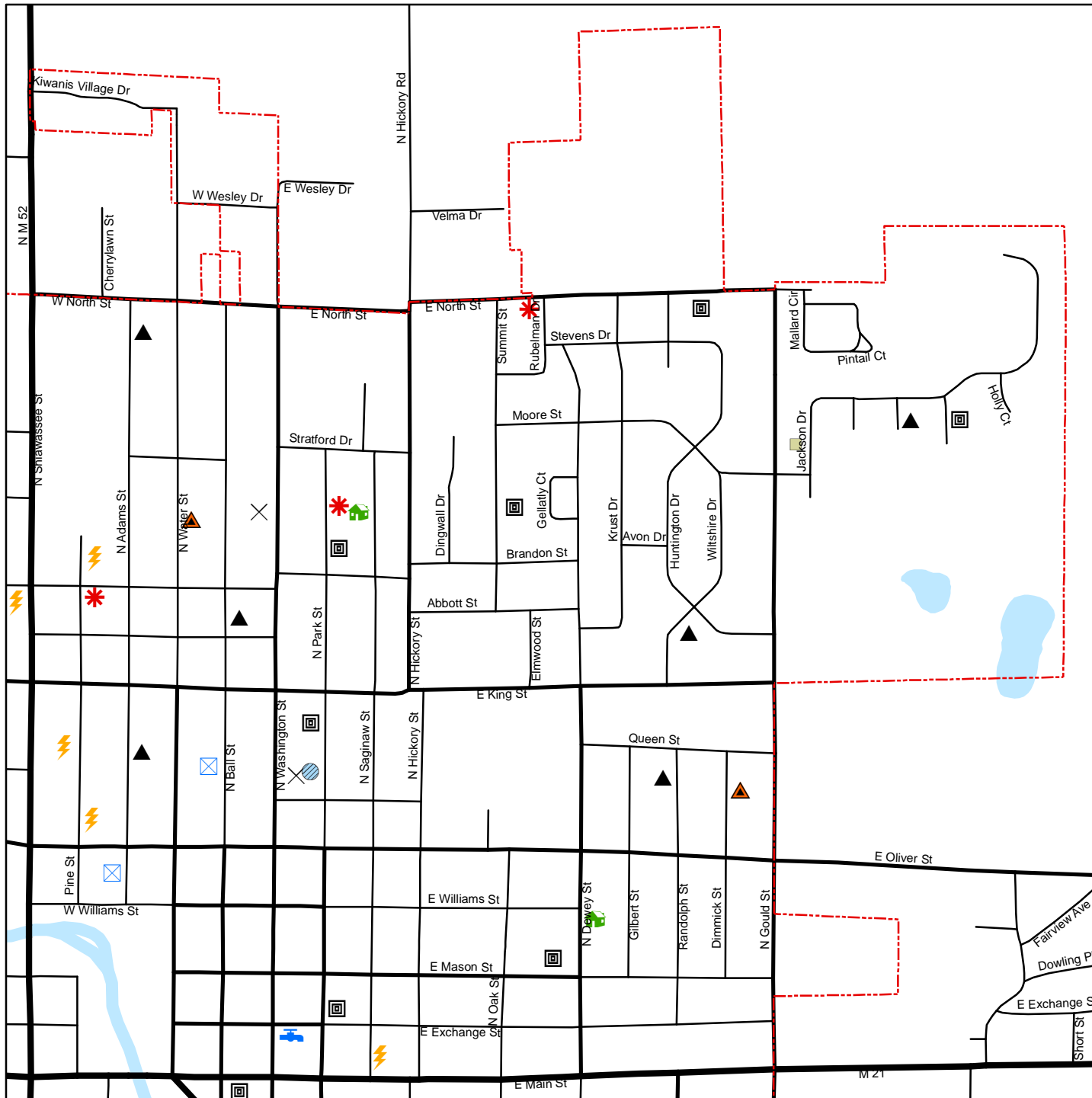
2020 COMPARISON TOTALS

MAY 2020	\$267,427	\$13,685	71
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City of Owosso

Building Permit Activity

NE Quadrant
May 2021



Permits by Category

- Above Ground Pool
- Deck
- Electrical
- Fence
- Mechanical
- Multiple Permits
- Plumbing
- Res. Add/Alter/Repair
- Roof
- ROW-Utility
- Windows

Other Features

- City Limit
- Railroads
- Shiawassee River

0 300 600 900 1,200 Feet

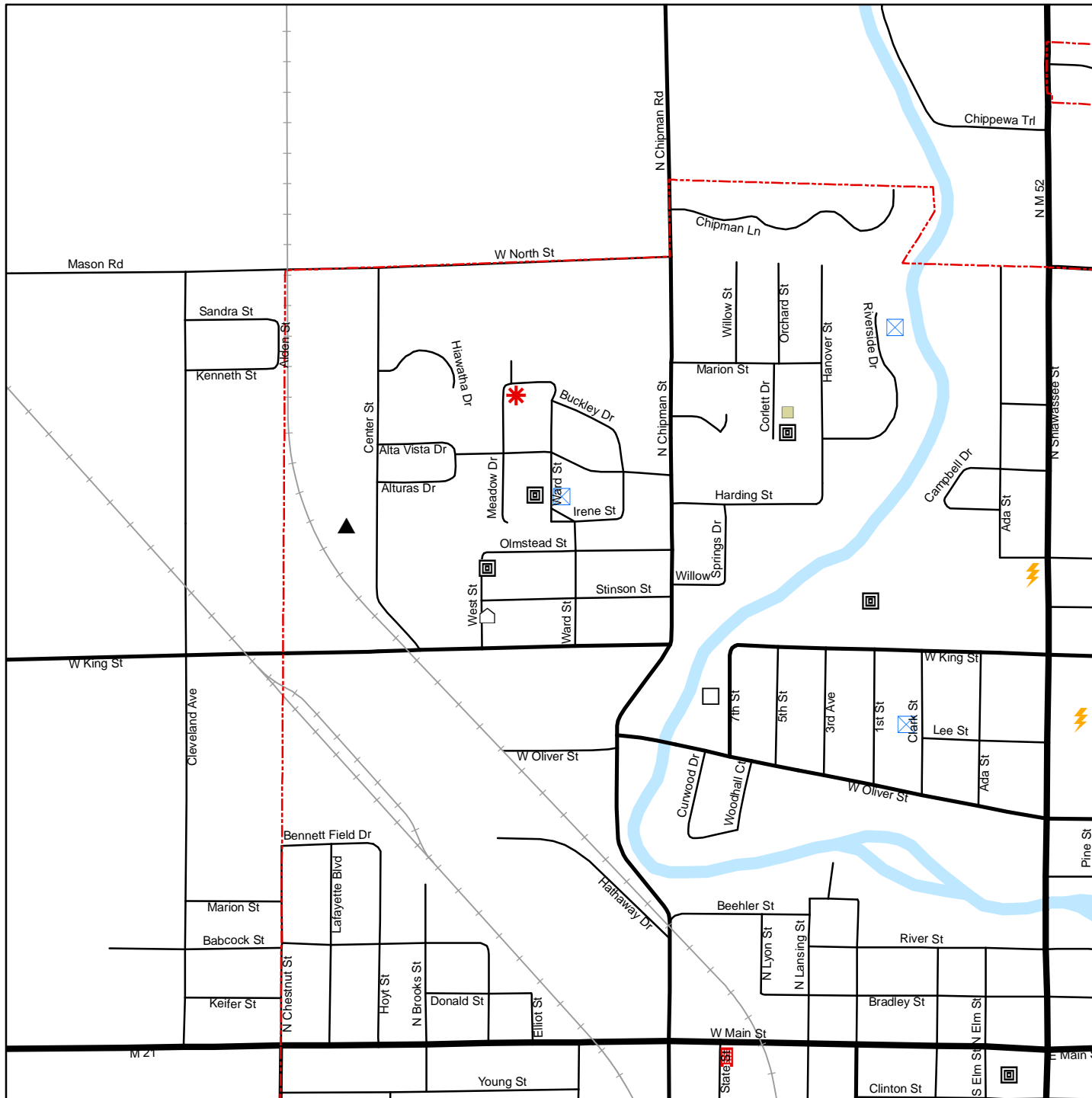


City of Owosso










Building Permit Activity

NW Quadrant




May 2021

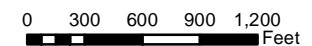


Permits by Category

-  Commercial New Construction
-  Deck
-  Electrical
-  Mechanical
-  Multiple Permits
-  Roof
-  Siding
-  Vacant Property Registration
-  Windows

Other Features

-  City Limit
-  Railroads
-  Shiawassee River

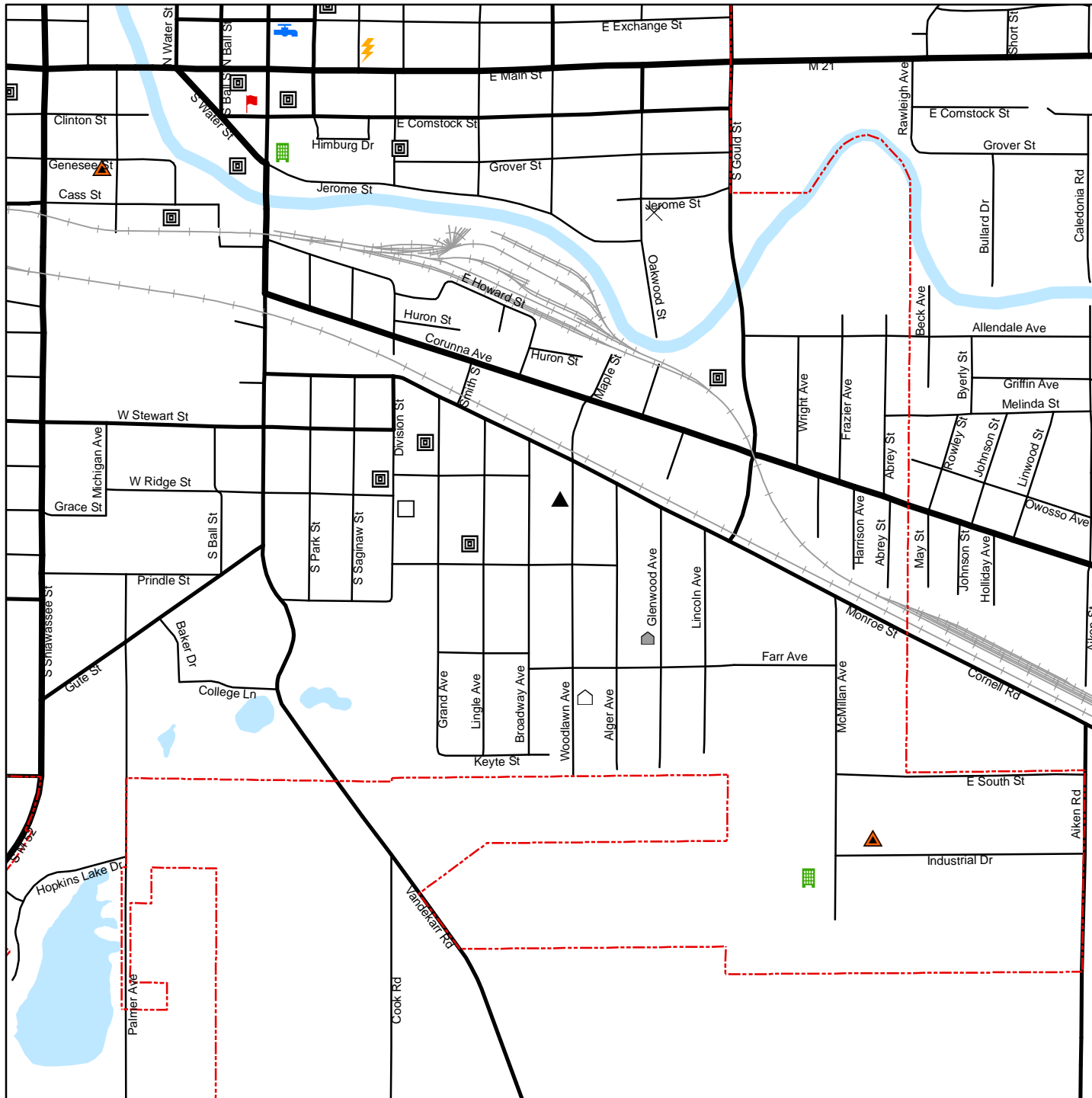













City of Owosso




Building Permit Activity

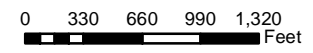
SE Quadrant

May 2021



- #### Permits by Category
-  Accessory Structures
 -  Electrical
 -  Fence
 -  Mechanical
 -  Non-Res. Add/Alter/Repair
 -  Plumbing
 -  Roof
 -  ROW-Utility
 -  Siding
 -  Sign
 -  Vacant Property Registration

- #### Other Features
-  City Limit
 -  Railroads
 -  Shiawassee River

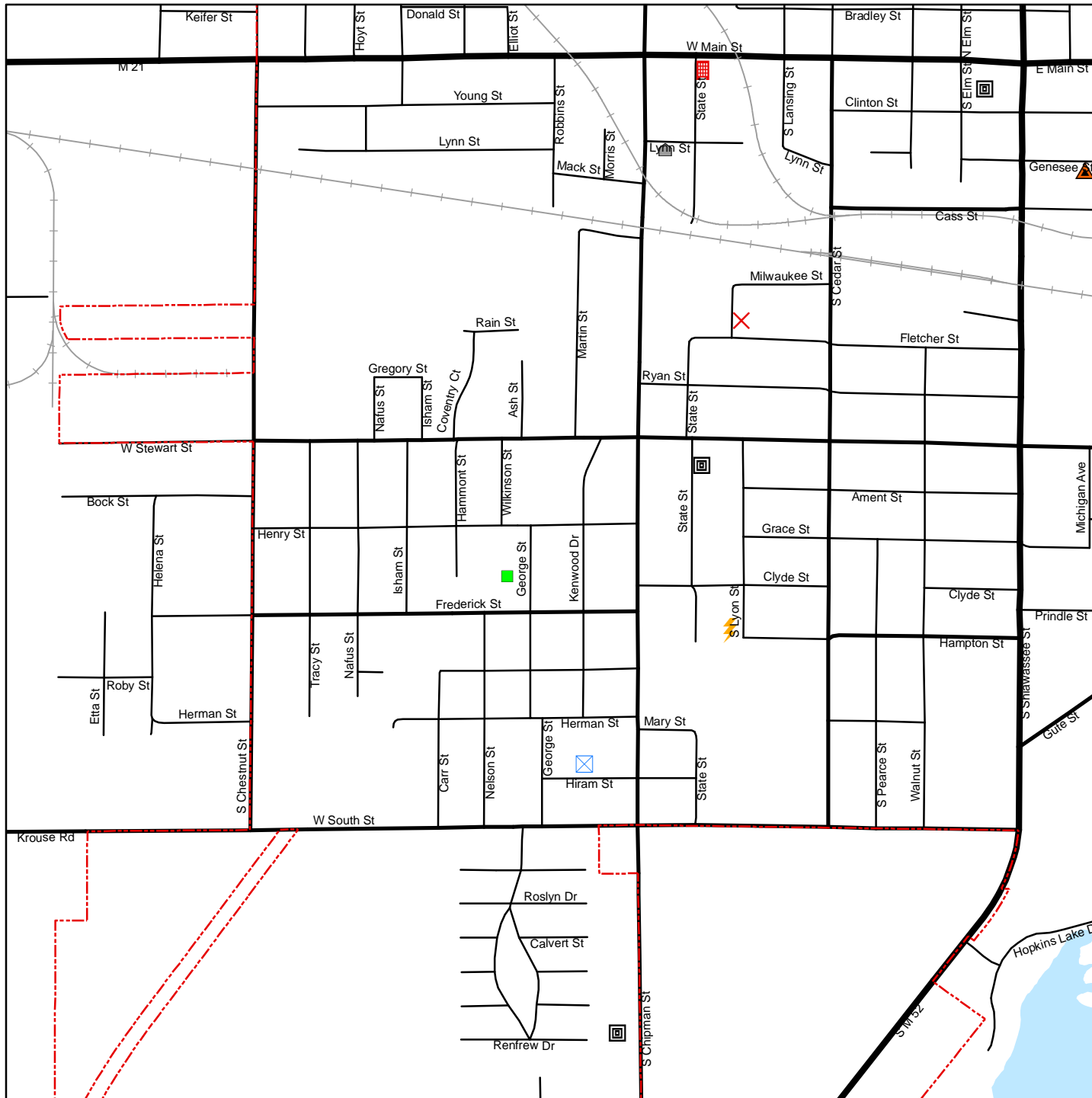


City of Owosso









Building Permit Activity

SW Quadrant




May 2021

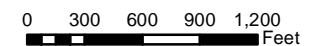


Permits by Category

-  Accessory Structures
-  Commercial New Construction
-  Demolition
-  Electrical
-  Mechanical
-  Porch
-  ROW-Utility
-  Windows

Other Features

-  City Limit
-  Railroads
-  Shiawassee River



Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
<u>ACCESSORY STRUCTURES</u>								
ENF 20-0390	821 AMENT ST	RESOLVED	CLOSED	06/23/2020	05/05/2021		05/05/2021	Y
				Total Entries	1			
<u>AUTO REP/JUNK VEH</u>								
ENF 21-0202	604 E MAIN ST	RESOLVED	CLOSED	02/11/2021	05/03/2021		05/03/2021	Y
ENF 21-0339	1418 YOUNG ST	RESOLVED	CLOSED	03/03/2021	05/03/2021		05/03/2021	N
ENF 21-0400	320 CASS ST	RESOLVED	CLOSED	03/15/2021	05/05/2021		05/05/2021	N
ENF 21-0670	1624 W MAIN ST	INSPECTED PROPERTY	CLOSED	05/11/2021	05/11/2021		05/11/2021	Y
ENF 21-0676	718 N DEWEY ST	INSPECTED PROPERTY	NO VIOLATION	05/13/2021	05/13/2021		05/14/2021	N
ENF 21-0709	219 GOODHUE ST	RESOLVED	CLOSED	05/19/2021	06/01/2021		06/01/2021	N
ENF 21-0674	916 MILWAUKEE ST	LETTER SENT	PARTIALLY RESOLVED	05/12/2021	06/02/2021	06/16/2021		Y
				Total Entries	7			
<u>BRUSH PILES</u>								
ENF 21-0710	915 S CEDAR ST	INSPECTED PROPERTY	CLOSED	05/20/2021	06/03/2021		06/07/2021	N
				Total Entries	1			
<u>BUILDING VIOL</u>								
ENF 20-0149	514 PINE ST	OBTAINED PERMIT	CLOSED	03/05/2020	02/25/2021		05/04/2021	VAC
ENF 20-0985	914 FLETCHER ST	CONTACT WITH OWNER	CLOSED	11/24/2020	05/11/2021		05/11/2021	N
ENF 20-0988	916 FLETCHER ST	OBTAINED PERMIT	CLOSED	11/24/2020	05/04/2021		05/04/2021	N
ENF 21-0301	915 N WASHINGTON ST	RESOLVED	CLOSED	03/02/2021	05/17/2021		05/17/2021	N
ENF 21-0342	825 E EXCHANGE ST	RESOLVED	CLOSED	03/04/2021	05/26/2021		05/26/2021	Y
ENF 21-0639	502 KEYTE ST	INSPECTED PROPERTY	CLOSED	05/05/2021	05/05/2021		05/07/2021	VAC
ENF 21-0776	211 E STEWART ST	RESOLVED	CLOSED	05/26/2021	06/08/2021		06/08/2021	N

Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0742	1109 W STEWART ST	CONTACT WITH OWNER	PENDING PERMIT APPLICATION	05/25/2021	05/28/2021	06/09/2021		N
ENF 20-1057	330 GILBERT ST	INSPECTED PROPERTY	LETTER SENT	12/11/2020	05/13/2021	06/14/2021		VAC
ENF 21-0658	209 S LANSING ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	05/10/2021	05/27/2021	06/15/2021		Y
ENF 20-0748	609 MARTIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	09/16/2020	05/05/2021	06/23/2021		VAC
ENF 21-0664	101 N WASHINGTON ST	COMPLAINT LOGGED	STOP WORK ORDER	05/11/2021	05/26/2021	06/23/2021		COMM
ENF 20-0972	317 E WILLIAMS ST	INSPECTED PROPERTY	2ND NOTICE SENT	11/18/2020	05/19/2021	06/24/2021		N
ENF 21-0008	531 AMENT ST	INSPECTED PROPERTY	LETTER SENT	01/07/2021	05/20/2021	06/24/2021		Y
ENF 21-0490	218 N PARK ST	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	04/05/2021	05/25/2021	06/24/2021		COMM
ENF 21-0307	123 N WASHINGTON ST	CONTACT WITH OWNER	PENDING PERMIT APPLICATION	03/03/2021	05/26/2021	06/30/2021		COMM
ENF 18-0462	650 ISHAM ST	CONTACT WITH OWNER	EXTENSION GRANTED	06/26/2018	05/03/2021	08/31/2021		N
Total Entries				17				
<u>DEAD TREE</u>								
ENF 21-0673	115 ELIZABETH ST	CONTACT WITH OWNER	CLOSED	05/12/2021	06/04/2021		06/08/2021	Y
Total Entries				1				
<u>DOG FECES</u>								
ENF 21-0679	803 W STEWART ST	RESOLVED	CLOSED	05/13/2021	05/17/2021		05/17/2021	N
Total Entries				1				
<u>DRAIN ISSUES</u>								
ENF 21-0786	909 WILTSHIRE DR	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	05/27/2021	05/27/2021		05/28/2021	N
Total Entries				1				
<u>EXTERIOR PAINT/SIDING</u>								
ENF 21-0477	420 PRINDLE ST	INSPECTED PROPERTY	LETTER SENT	04/01/2021	05/12/2021	06/14/2021		N
ENF 20-1031	732 LINCOLN AVE	INSPECTED PROPERTY	2ND NOTICE SENT	12/09/2020	05/06/2021	06/22/2021		N

Code Enforcement Activity
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Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0072	307 N LANSING ST	INSPECTED PROPERTY	PENDING PERMIT APPLICATION	01/28/2020	05/20/2021	07/01/2021		N
ENF 21-0238	821 FLETCHER ST	INSPECTED PROPERTY	2ND NOTICE SENT	02/23/2021	05/25/2021	07/08/2021		N
ENF 20-0210	519 E MASON ST	CONTACT WITH OWNER	EXTENSION GRANTED	05/18/2020	05/24/2021	09/30/2021		Y
Total Entries				5				
<u>FRONT YARD PARKING</u>								
ENF 21-0607	502 E MASON ST	RESOLVED	CLOSED	04/30/2021	05/06/2021		05/06/2021	N
ENF 21-0611	309 E KING ST	RESOLVED	CLOSED	04/30/2021	05/06/2021		05/06/2021	N
ENF 21-0787	209 S LANSING ST	INSPECTED PROPERTY	LETTER SENT	05/27/2021	06/07/2021	06/17/2021		Y
Total Entries				3				
<u>FURNITURE OUTSIDE</u>								
ENF 21-0669	515 S CHIPMAN ST	RESOLVED	CLOSED	05/11/2021	05/12/2021		05/19/2021	Y
Total Entries				1				
<u>GARBAGE & DEBRIS</u>								
ENF 20-1062	809 W STEWART ST	RESOLVED	CLOSED	12/14/2020	05/20/2021		05/20/2021	N
ENF 20-1111	924 GRACE ST	INSPECTED PROPERTY	CLOSED	12/23/2020	05/19/2021		05/20/2021	N
ENF 21-0247	552 N DEWEY ST	INSPECTED PROPERTY	CLOSED	02/23/2021	05/06/2021		05/07/2021	Y
ENF 21-0300	506 RUBELMAN DR	INSPECTED PROPERTY	CLOSED	03/02/2021	05/12/2021		05/12/2021	N
ENF 21-0335	526 FLETCHER ST	RESOLVED	CLOSED	03/03/2021	05/24/2021		05/24/2021	N
ENF 21-0458	531 GROVER ST	RESOLVED	CLOSED	03/24/2021	05/12/2021		05/12/2021	Y
ENF 21-0461	1214 MACK ST	RESOLVED	CLOSED	03/24/2021	05/11/2021		05/11/2021	N
ENF 21-0471	603 S CEDAR ST	RESOLVED	CLOSED	03/25/2021	05/10/2021		05/10/2021	N
ENF 21-0531	509 RIVER ST	RESOLVED	CLOSED	04/12/2021	05/06/2021		05/06/2021	N
ENF 21-0541	723 RIVER ST	RESOLVED	CLOSED	04/14/2021	05/13/2021		05/13/2021	N

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ENF 21-0550	638 WOODLAWN AVE	RESOLVED	CLOSED	04/19/2021	05/03/2021		05/03/2021	N
ENF 21-0562	1200 HANOVER ST	RESOLVED	CLOSED	04/19/2021	05/10/2021		05/10/2021	N
ENF 21-0571	716 CORUNNA AVE	RESOLVED	CLOSED	04/22/2021	05/13/2021		05/13/2021	Y
ENF 21-0578	1415 W MAIN ST	RESOLVED	CLOSED	04/23/2021	05/12/2021		05/12/2021	N
ENF 21-0579	712 NAFUS ST	RESOLVED	CLOSED	04/26/2021	05/26/2021		05/26/2021	N
ENF 21-0583	1200 GEORGE ST	RESOLVED	CLOSED	04/26/2021	05/11/2021		05/11/2021	N
ENF 21-0594	412 DIMMICK ST	RESOLVED	CLOSED	04/27/2021	05/18/2021		05/18/2021	N
ENF 21-0600	302 S CHIPMAN ST	RESOLVED	CLOSED	05/10/2021	05/18/2021		05/18/2021	N
ENF 21-0603	645 WOODLAWN AVE	RESOLVED	CLOSED	04/29/2021	05/19/2021		05/19/2021	N
ENF 21-0618	820 E MAIN ST	RESOLVED	CLOSED	05/03/2021	05/11/2021		05/11/2021	N
ENF 21-0630	925 S BALL ST	RESOLVED	CLOSED	05/04/2021	05/26/2021		05/26/2021	Y
ENF 21-0634	1330 ADAMS ST	RESOLVED	CLOSED	05/04/2021	05/25/2021		05/25/2021	VAC
ENF 21-0636	402 ELIZABETH ST	RESOLVED	CLOSED	05/04/2021	05/12/2021		05/12/2021	Y
ENF 21-0646	536 N SHIAWASSEE ST	RESOLVED	CLOSED	05/05/2021	05/12/2021		05/12/2021	Y
ENF 21-0647	632 N WATER ST	RESOLVED	CLOSED	05/06/2021	05/26/2021		05/26/2021	N
ENF 21-0680	209 N SHIAWASSEE ST	RESOLVED	CLOSED	05/13/2021	05/24/2021		05/24/2021	Y
ENF 20-0857	749 WOODLAWN AVE	INSPECTED PROPERTY	EXTENSION GRANTED	10/15/2020	05/20/2021	06/09/2021		N
ENF 20-0989	509 MILWAUKEE ST	INSPECTED PROPERTY	2ND NOTICE SENT	11/25/2020	05/26/2021	06/10/2021		Y
ENF 20-1051	303 N CEDAR ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	12/10/2020	05/26/2021	06/16/2021		Y
Total Entries				29				
<u>GARBAGE CANS</u>								
ENF 21-0588	1105 N HICKORY ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	Y

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ENF 21-0681	1022 ISHAM ST	RESOLVED	CLOSED	05/13/2021	05/20/2021		05/20/2021	N
Total Entries				2				
<u>GARBAGE/JUNK IN ROW</u>								
ENF 20-0205	800 E MAIN ST	COMPLAINT LOGGED	CLOSED	05/14/2020	05/18/2020		05/04/2021	Y
ENF 21-0510	826 LINGLE AVE	RESOLVED	CLOSED	04/06/2021	05/13/2021		05/13/2021	N
ENF 21-0533	603 BROADWAY AVE	RESOLVED	CLOSED	04/12/2021	05/06/2021		05/06/2021	N
ENF 21-0543	701 S CHIPMAN ST	RESOLVED	CLOSED	04/14/2021	05/05/2021		05/05/2021	N
ENF 21-0548	540 E MASON ST	RESOLVED	CLOSED	04/19/2021	05/03/2021		05/03/2021	N
ENF 21-0580	1322 FREDERICK ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	N
ENF 21-0581	507 E WILLIAMS ST	RESOLVED	CLOSED	04/26/2021	05/03/2021		05/03/2021	N
ENF 21-0582	1025 N DEWEY ST	RESOLVED	CLOSED	04/26/2021	05/03/2021		05/03/2021	N
ENF 21-0584	733 N PARK ST	RESOLVED	CLOSED	04/26/2021	05/10/2021		05/10/2021	N
ENF 21-0587	639 N PARK ST	RESOLVED	CLOSED	04/26/2021	05/13/2021		05/13/2021	N
ENF 21-0589	936 N PARK ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	N
ENF 21-0590	948 N PARK ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	N
ENF 21-0591	1024 N WATER ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	N
ENF 21-0592	922 N WATER ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	Y
ENF 21-0593	402 W WILLIAMS ST	RESOLVED	CLOSED	04/26/2021	05/04/2021		05/04/2021	N
ENF 21-0595	717 E MASON ST	RESOLVED	CLOSED	04/27/2021	05/18/2021		05/18/2021	N
ENF 21-0597	611 ADAMS ST	RESOLVED	CLOSED	04/28/2021	05/13/2021		05/13/2021	Y
ENF 21-0599	1013 LINGLE AVE	RESOLVED	CLOSED	04/28/2021	05/05/2021		05/05/2021	Y
ENF 21-0602	832 LINGLE AVE	RESOLVED	CLOSED	04/29/2021	05/05/2021		05/05/2021	N
ENF 21-0604	1502 HENRY ST	RESOLVED	CLOSED	04/29/2021	05/17/2021		05/17/2021	Y

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ENF 21-0605	410 S CHIPMAN ST	RESOLVED	CLOSED	04/30/2021	05/06/2021		05/06/2021	Y
ENF 21-0608	441 E MASON ST	RESOLVED	CLOSED	04/30/2021	05/18/2021		05/18/2021	N
ENF 21-0609	1006 N DEWEY ST	RESOLVED	CLOSED	04/30/2021	05/06/2021		05/06/2021	N
ENF 21-0610	327 N HICKORY ST	RESOLVED	CLOSED	04/30/2021	05/06/2021		05/06/2021	N
ENF 21-0614	640 ADAMS ST	RESOLVED	CLOSED	05/03/2021	05/10/2021		05/10/2021	N
ENF 21-0615	318 W KING ST	RESOLVED	CLOSED	05/03/2021	05/10/2021		05/17/2021	Y
ENF 21-0619	313 MICHIGAN AVE	RESOLVED	CLOSED	05/03/2021	05/26/2021		05/26/2021	Y
ENF 21-0622	800 E MAIN ST	RESOLVED	CLOSED	05/04/2021	05/10/2021		05/10/2021	Y
ENF 21-0624	822 GROVER ST	RESOLVED	CLOSED	05/04/2021	05/10/2021		05/10/2021	N
ENF 21-0625	648 WOODLAWN AVE	RESOLVED	CLOSED	05/04/2021	05/19/2021		05/19/2021	N
ENF 21-0626	828 BROADWAY AVE	RESOLVED	CLOSED	05/04/2021	05/12/2021		05/12/2021	N
ENF 21-0627	830 BROADWAY AVE	RESOLVED	CLOSED	05/04/2021	05/12/2021		05/12/2021	N
ENF 21-0628	116 E KING ST	RESOLVED	CLOSED	05/04/2021	05/10/2021		05/10/2021	N
ENF 21-0629	514 KEYTE ST	RESOLVED	CLOSED	05/04/2021	05/17/2021		05/17/2021	N
ENF 21-0632	1218 N WATER ST	RESOLVED	CLOSED	05/04/2021	05/20/2021		05/20/2021	Y
ENF 21-0633	1220 N WATER ST	RESOLVED	CLOSED	05/04/2021	06/02/2021		06/02/2021	N
ENF 21-0635	1019 ADAMS ST	RESOLVED	CLOSED	05/04/2021	05/10/2021		05/10/2021	N
ENF 21-0637	1025 W OLIVER ST	RESOLVED	CLOSED	05/04/2021	05/10/2021		05/10/2021	N
ENF 21-0640	518 N BALL ST	RESOLVED	CLOSED	05/05/2021	05/10/2021		05/10/2021	N
ENF 21-0641	530 N BALL ST	RESOLVED	CLOSED	05/05/2021	05/18/2021		05/18/2021	Y
ENF 21-0642	535 E EXCHANGE ST	RESOLVED	CLOSED	05/05/2021	05/10/2021		05/10/2021	N
ENF 21-0643	221 E MAIN ST	RESOLVED	CLOSED	05/05/2021	05/06/2021		05/06/2021	COMM

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Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0644	608 W STEWART ST	RESOLVED	CLOSED	05/05/2021	05/12/2021		05/12/2021	N
ENF 21-0645	302 W KING ST	RESOLVED	CLOSED	05/05/2021	05/12/2021		05/12/2021	Y
ENF 21-0650	649 ADAMS ST	RESOLVED	CLOSED	05/10/2021	05/17/2021		05/17/2021	N
ENF 21-0651	1201 ADAMS ST	RESOLVED	CLOSED	05/10/2021	05/17/2021		05/17/2021	N
ENF 21-0652	1233 N WATER ST	RESOLVED	CLOSED	05/10/2021	05/17/2021		05/17/2021	N
ENF 21-0654	114 W KING ST	RESOLVED	CLOSED	05/10/2021	05/17/2021		05/17/2021	N
ENF 21-0655	824 LINGLE AVE	RESOLVED	CLOSED	05/10/2021	06/03/2021		06/03/2021	N
ENF 21-0656	1020 N DEWEY ST	RESOLVED	CLOSED	05/10/2021	05/18/2021		05/18/2021	N
ENF 21-0657	122 JENNETT ST	RESOLVED	CLOSED	05/10/2021	05/18/2021		05/18/2021	N
ENF 21-0659	1207 DEVONSHIRE CT	RESOLVED	CLOSED	05/10/2021	05/10/2021		05/10/2021	Y
ENF 21-0660	514 N DEWEY ST	RESOLVED	CLOSED	05/10/2021	05/18/2021		05/18/2021	N
ENF 21-0668	1201 N WATER ST	RESOLVED	CLOSED	05/11/2021	05/18/2021		05/18/2021	N
ENF 21-0671	704 E EXCHANGE ST	RESOLVED	CLOSED	05/12/2021	05/17/2021		05/17/2021	N
ENF 21-0678	1011 GRAND AVE	RESOLVED	CLOSED	05/13/2021	05/19/2021		05/19/2021	N
ENF 21-0686	639 WOODLAWN AVE	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	N
ENF 21-0690	837 BROADWAY AVE	RESOLVED	CLOSED	05/17/2021	06/08/2021		06/08/2021	N
ENF 21-0691	1624 YOUNG ST	RESOLVED	CLOSED	05/17/2021	05/20/2021		05/20/2021	N
ENF 21-0700	1300 N HICKORY ST	RESOLVED	CLOSED	05/18/2021	05/20/2021		05/20/2021	Y
ENF 21-0706	734 LINGLE AVE	RESOLVED	CLOSED	05/19/2021	05/26/2021		05/26/2021	N
ENF 21-0711	832 LINGLE AVE	RESOLVED	CLOSED	05/20/2021	06/03/2021		06/03/2021	N
ENF 21-0723	426 CASS ST	RESOLVED	CLOSED	05/24/2021	06/02/2021		06/02/2021	N
ENF 21-0725	1016 RYAN ST	RESOLVED	CLOSED	05/24/2021	06/01/2021		06/01/2021	N
ENF 21-0737	1605 FREDERICK ST	RESOLVED	CLOSED	05/24/2021	06/01/2021		06/02/2021	N

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ENF 21-0743	1230 ADAMS ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/02/2021	N
ENF 21-0744	611 QUEEN ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	N
ENF 21-0745	111 E KING ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	N
ENF 21-0748	726 N WASHINGTON ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/02/2021	N
ENF 21-0752	1013 FLETCHER ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	Y
ENF 21-0758	1105 S SHIAWASSEE ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0759	314 N LANSING ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0771	609 N WASHINGTON ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0775	620 PINE ST	RESOLVED	CLOSED	05/26/2021	06/08/2021		06/08/2021	N
ENF 21-0779	423 E MASON ST	RESOLVED	CLOSED	05/26/2021	06/08/2021		06/08/2021	N
ENF 21-0778	730 WOODLAWN AVE	RESOLVED	CLOSED	05/26/2021	06/07/2021		06/07/2021	N
ENF 21-0782	435 GROVER ST	RESOLVED	CLOSED	05/26/2021	06/08/2021		06/08/2021	N
ENF 21-0781	540 E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/26/2021	05/26/2021	06/09/2021		N
ENF 21-0747	649 N SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/25/2021	06/01/2021	06/10/2021		N
ENF 21-0788	840 ISHAM ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/27/2021	05/27/2021	06/10/2021		N
ENF 21-0777	648 WOODLAWN AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	05/26/2021	06/07/2021	06/14/2021		Y
ENF 21-0712	834 BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	05/20/2021	05/20/2021	07/06/2021		Y

Total Entries 82

GRAFFITI/DEFAACEMENT OF PROPERTY

ENF 21-0565	667 GLENWOOD AVE	INSPECTED PROPERTY	FINAL NOTICE	04/20/2021	05/19/2021	06/16/2021		N
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Total Entries 1

HEALTH & SAFETY

ENF 21-0616	320 CASS ST	INSPECTED PROPERTY	FINAL NOTICE	05/03/2021	05/25/2021	06/10/2021		N
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ENF 20-0220	917 S PARK ST	INSPECTED PROPERTY	RECHECK	05/19/2020	05/26/2021	06/28/2021		VAC
ENF 21-0749	904 GLENWOOD AVE	INSPECTED PROPERTY	RED-TAGGED	05/25/2021	05/25/2021	06/30/2021		N
Total Entries				3				
<u>IMMINENT DANGER OF STRUCTURE</u>								
ENF 21-0492	200 S WASHINGTON ST	CONTACT WITH OWNER	EXTENSION GRANTED	04/02/2021	05/05/2021	08/05/2021		VAC
Total Entries				1				
<u>LAWN MAINTENANCE</u>								
ENF 21-0601	909 ADAMS ST	RESOLVED	CLOSED	04/29/2021	05/18/2021		05/18/2021	Y
ENF 21-0648	1046 PEARCE ST	RESOLVED	CLOSED	05/07/2021	05/17/2021		05/17/2021	VAC
ENF 21-0663	1000 HANOVER ST	RESOLVED	CLOSED	05/10/2021	05/18/2021		05/18/2021	N
ENF 21-0667	208 E OLIVER ST	RESOLVED	CLOSED	05/11/2021	05/18/2021		05/18/2021	N
ENF 21-0677	732 N CHIPMAN ST	RESOLVED	CLOSED	05/13/2021	05/18/2021		05/18/2021	V.L.
ENF 21-0683	514 PINE ST	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	VAC
ENF 21-0684	518 PINE ST	RESOLVED	CLOSED	05/17/2021	06/01/2021		06/01/2021	Y
ENF 21-0685	635 WOODLAWN AVE	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	N
ENF 21-0687	506 KEYTE ST	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	N
ENF 21-0688	823 BROADWAY AVE	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	N
ENF 21-0689	833 BROADWAY AVE	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	Y
ENF 21-0693	1419 CLEVELAND ST	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	N
ENF 21-0696	319 E MAIN ST	RESOLVED	CLOSED	05/18/2021	05/25/2021		05/25/2021	VAC
ENF 21-0701	422 W WILLIAMS ST	RESOLVED	CLOSED	05/18/2021	05/25/2021		05/25/2021	VAC
ENF 21-0702	211 E WILLIAMS ST	RESOLVED	CLOSED	05/18/2021	05/25/2021		05/25/2021	Y
ENF 21-0704	313 LAFAYETTE BLVD	RESOLVED	CLOSED	05/19/2021	05/27/2021		05/27/2021	N

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ENF 21-0707	814 BROADWAY AVE	RESOLVED	CLOSED	05/19/2021	05/27/2021		05/27/2021	N
ENF 21-0708	201 GOODHUE ST	RESOLVED	CLOSED	05/19/2021	05/27/2021		05/27/2021	Y
ENF 21-0713	1006 W STEWART ST	RESOLVED	CLOSED	05/20/2021	05/27/2021		05/27/2021	N
ENF 21-0714	316 OAKWOOD AVE	RESOLVED	CLOSED	05/20/2021	06/01/2021		06/01/2021	Y
ENF 21-0715	102 CORUNNA AVE	RESOLVED	CLOSED	05/20/2021	06/01/2021		06/01/2021	COMM
ENF 21-0717	525 FLETCHER ST	RESOLVED	CLOSED	05/20/2021	06/01/2021		06/01/2021	N
ENF 21-0722	213 E STEWART ST	RESOLVED	CLOSED	05/24/2021	06/01/2021		06/01/2021	N
ENF 21-0726	623 ADAMS ST	RESOLVED	CLOSED	05/24/2021	05/24/2021		05/24/2021	
ENF 21-0727	1104 N DEWEY ST	RESOLVED	CLOSED	05/24/2021	06/01/2021		06/01/2021	N
ENF 21-0728	808 N DEWEY ST	RESOLVED	CLOSED	05/24/2021	05/24/2021		05/24/2021	
ENF 21-0729	804 N DEWEY ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/24/2021	06/01/2021		06/02/2021	N
ENF 21-0730	208 S CEDAR ST	RESOLVED	CLOSED	05/24/2021	06/08/2021		06/08/2021	N
ENF 21-0731	MONROE ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/24/2021	06/01/2021		06/02/2021	V.L.
ENF 21-0732	305 GENESEE ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/24/2021	06/01/2021		06/02/2021	VAC
ENF 21-0733	602 N SHIAWASSEE ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/24/2021	06/01/2021		06/02/2021	VAC
ENF 21-0735	W MAIN ST	RESOLVED	CLOSED	05/24/2021	06/01/2021		06/02/2021	V.L.
ENF 21-0736	1600 W MAIN ST	RESOLVED	CLOSED	05/24/2021	06/01/2021		06/02/2021	N
ENF 21-0739	1406 DONALD ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	N
ENF 21-0740	1011 N DEWEY ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	N
ENF 21-0746	321 E MASON ST	LETTER SENT	CONTRACTOR TO MOW	05/25/2021	06/01/2021		06/02/2021	Y
ENF 21-0750	1308 WHITEHAVEN CT	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	N
ENF 21-0751	397 N CHIPMAN ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/02/2021	Y

Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0753	827 MILWAUKEE ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/25/2021	06/01/2021		06/02/2021	N
ENF 21-0754	1239 PEARCE ST	RESOLVED	CLOSED	05/25/2021	06/08/2021		06/08/2021	N
ENF 21-0757	328 S DEWEY ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0761	1400 MCMILLAN AVE	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	Y
ENF 21-0762	1700 W STEWART ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	Y
ENF 21-0763	805 E EXCHANGE ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	VAC
ENF 21-0764	804 E MASON ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	V.L.
ENF 21-0765	924 KENWOOD DR	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0766	810 E MASON ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0767	925 S CHIPMAN ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0769	821 CLYDE ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0770	1300 WALNUT ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0774	1002 WALNUT ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0783	312 S OAK ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/26/2021	06/02/2021		06/02/2021	N
ENF 21-0784	144 CORUNNA AVE	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	COMM
ENF 21-0785	434 E OLIVER ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	Y
ENF 21-0793	620 WRIGHT AVE	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/27/2021	06/09/2021		06/09/2021	N
ENF 21-0794	639 WOODLAWN AVE	RESOLVED	CLOSED	05/27/2021	06/08/2021		06/08/2021	N
ENF 21-0792	419 CLINTON ST	LETTER SENT	RECHECK SCHEDULED	05/27/2021	05/28/2021	06/09/2021		VAC
ENF 21-0790	304 MICHIGAN AVE	LETTER SENT	RECHECK SCHEDULED	05/27/2021	05/28/2021	06/11/2021		Y
ENF 21-0791	309 GREEN ST	LETTER SENT	RECHECK SCHEDULED	05/27/2021	06/07/2021	06/14/2021		VAC
ENF 21-0795	417 GRACE ST	INSPECTED PROPERTY	LETTER SENT	05/28/2021	06/07/2021	06/14/2021		Y
ENF 21-0780	613 CORUNNA AVE	INSPECTED PROPERTY	LETTER SENT	05/26/2021	06/08/2021	06/15/2021		Y

Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0694	326 S DEWEY ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/18/2021	06/02/2021	06/16/2021		VAC
ENF 21-0695	200 E MAIN ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/18/2021	06/07/2021	06/22/2021		COMM
ENF 21-0705	626 ALGER AVE	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/19/2021	06/08/2021	06/22/2021		VAC
ENF 21-0716	524 S WASHINGTON ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/20/2021	06/09/2021	06/22/2021		COMM
ENF 21-0720	1260 ADAMS ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/21/2021	06/08/2021	06/22/2021		VAC
ENF 21-0756	900 ADA ST	COMPLAINT LOGGED	CONTRACTOR TO MOW	05/26/2021	06/08/2021	06/22/2021		VAC
ENF 21-0755	917 S PARK ST	INSPECTED PROPERTY	CONTRACTOR TO MOW	05/26/2021	06/08/2021	06/23/2021		VAC
Total Entries				68				
<u>MULTIPLE VIOLATIONS</u>								
ENF 18-0584	626 ALGER AVE	VIOLATION EXISTS	RED-TAGGED	07/27/2018	05/19/2021	06/23/2021		Y
Total Entries				1				
<u>MULTIPLE VIOLATIONS</u>								
ENF 20-0309	213 E STEWART ST	INSPECTED PROPERTY	CLOSED	06/09/2020	05/12/2021		05/12/2021	N
ENF 20-1014	324 PRINDLE ST	RESOLVED	CLOSED	12/04/2020	05/05/2021		05/05/2021	N
ENF 21-0044	1414 FREDERICK ST	RESOLVED	CLOSED	01/12/2021	05/19/2021		05/19/2021	N
ENF 21-0189	715 N BALL ST	RESOLVED	CLOSED	02/08/2021	05/06/2021		05/06/2021	N
ENF 21-0260	516 N PARK ST	RESOLVED	CLOSED	02/25/2021	05/13/2021		05/13/2021	Y
ENF 21-0278	308 S SHIAWASSEE ST	RESOLVED	CLOSED	03/02/2021	05/04/2021		05/04/2021	Y
ENF 21-0288	815 N WATER ST	RESOLVED	CLOSED	03/02/2021	05/13/2021		05/13/2021	Y
ENF 21-0294	725 DIVISION ST	INSPECTED PROPERTY	REF TO DPW	03/02/2021	05/17/2021		05/18/2021	Y
ENF 21-0349	1616 HERMAN ST	INSPECTED PROPERTY	CLOSED	03/04/2021	05/12/2021		05/12/2021	Y
ENF 21-0402	216 S SHIAWASSEE ST	RESOLVED	CLOSED	03/15/2021	05/06/2021		05/06/2021	COMM
ENF 21-0446	1262 N SHIAWASSEE ST	LETTER SENT	CLOSED	03/23/2021	05/05/2021		05/07/2021	N

Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0470	402 HUGGINS ST	RESOLVED	CLOSED	03/25/2021	05/06/2021		05/06/2021	N
ENF 21-0573	720 PINE ST	RESOLVED	CLOSED	04/22/2021	05/05/2021		05/05/2021	N
ENF 21-0649	1003 RYAN ST	RESOLVED	CLOSED	05/10/2021	05/20/2021		05/20/2021	Y
ENF 21-0665	1601 YOUNG ST	RESOLVED	CLOSED	05/11/2021	05/17/2021		05/17/2021	N
ENF 21-0672	722 ADAMS ST	LETTER SENT	CLOSED	05/12/2021	05/25/2021		05/25/2021	N
ENF 21-0692	1103 N HICKORY ST	RESOLVED	CLOSED	05/17/2021	05/25/2021		05/25/2021	N
ENF 21-0698	1028 N DEWEY ST	INSPECTED PROPERTY	CLOSED	05/18/2021	05/25/2021		06/02/2021	N
ENF 21-0718	518 RYAN ST	RESOLVED	CLOSED	05/20/2021	06/01/2021		06/01/2021	N
ENF 21-0734	1108 N WATER ST	RESOLVED	CLOSED	05/24/2021	05/25/2021		06/01/2021	N
ENF 21-0741	426 BRANDON ST	RESOLVED	CLOSED	05/25/2021	06/01/2021		06/01/2021	Y
ENF 21-0773	1240 WALNUT ST	RESOLVED	CLOSED	05/26/2021	06/02/2021		06/02/2021	Y
ENF 21-0789	421 GENESEE ST	RESOLVED	CLOSED	05/27/2021	06/08/2021		06/08/2021	Y
ENF 21-0315	1017 ISHAM ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/03/2021	05/26/2021	06/09/2021		N
ENF 21-0623	824 E MAIN ST	INSPECTED PROPERTY	FINAL NOTICE	05/04/2021	05/28/2021	06/09/2021		N
ENF 21-0666	1408 W STEWART ST	INSPECTED PROPERTY	LETTER SENT	05/11/2021	06/01/2021	06/09/2021		N
ENF 20-0850	748 BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/13/2020	05/27/2021	06/10/2021		Y
ENF 20-0877	210 N ELM ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/26/2020	05/19/2021	06/10/2021		Y
ENF 20-1018	328 N PARK ST	INSPECTED PROPERTY	FINAL NOTICE	12/08/2020	05/27/2021	06/10/2021		Y
ENF 21-0697	601 FLETCHER ST	LETTER SENT	RECHECK SCHEDULED	05/18/2021	06/08/2021	06/15/2021		Y
ENF 21-0724	1126 HARDING AVE	INSPECTED PROPERTY	LETTER SENT	05/24/2021	06/08/2021	06/15/2021		N
ENF 21-0760	705 ISHAM ST	LETTER SENT	RECHECK SCHEDULED	05/26/2021	06/08/2021	06/15/2021		Y
ENF 21-0631	1103 N HICKORY ST	INSPECTED PROPERTY	2ND NOTICE SENT	05/04/2021	05/28/2021	06/16/2021		N

Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0936	616 E MASON ST	INSPECTED PROPERTY	2ND NOTICE SENT	11/09/2020	05/20/2021	06/17/2021		N
ENF 20-1108	1128 GEORGE ST	INSPECTED PROPERTY	LETTER SENT	12/23/2020	05/18/2021	06/21/2021		N
ENF 21-0661	704 GLENWOOD AVE	LETTER SENT	RECHECK SCHEDULED	05/10/2021	06/08/2021	06/22/2021		N
ENF 21-0662	510 RIVER ST	LETTER SENT	RECHECK SCHEDULED	05/10/2021	06/03/2021	06/22/2021		N
ENF 20-0411	1311 MACK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/29/2020	05/19/2021	06/23/2021		N
ENF 21-0170	713 S PARK ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	02/04/2021	05/24/2021	06/24/2021		Y
ENF 21-0255	101 N WASHINGTON ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/24/2021	05/04/2021	06/28/2021		COMM
ENF 20-1115	307 S SHIAWASSEE ST	CONTACT WITH OWNER	EXTENSION GRANTED	12/23/2020	05/20/2021	07/01/2021		N
ENF 21-0617	442 E MAIN ST	INSPECTED PROPERTY	LETTER SENT	05/03/2021	05/18/2021	07/06/2021		N

Total Entries 42

NO BUILDING PERMIT

ENF 21-0569	765 CENTER ST	RESOLVED	CLOSED	04/21/2021	05/04/2021		05/04/2021	N
ENF 21-0585	437 W STEWART ST	CONTACT WITH OWNER	CLOSED	04/26/2021	05/05/2021		05/05/2021	COMM
ENF 21-0703	311 CORUNNA AVE	INSPECTED PROPERTY	CLOSED	05/19/2021	05/19/2021		05/19/2021	NO
ENF 21-0768	1205 N DEWEY ST	INSPECTED PROPERTY	EMAILED OWNER	05/26/2021	06/08/2021	06/10/2021		Y
ENF 21-0653	720 N PARK ST	INSPECTED PROPERTY	FINAL NOTICE	05/10/2021	06/08/2021	06/15/2021		N
ENF 21-0772	117 W OLIVER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/26/2021	06/02/2021	06/15/2021		N

Total Entries 6

RENTAL REGISTRATION

ENF 21-0675	855 GRAND AVE	RENTAL REG FORM SUBMITTED	CLOSED	05/13/2021	05/13/2021		05/24/2021	Y
ENF 21-0721	1221 MACK ST	CONTACT WITH OWNER	NO VIOLATION	05/24/2021	05/24/2021		05/27/2021	Y

Total Entries 2

ROW VIOLATIONS

Code Enforcement Activity
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0612	303 N CEDAR ST	RESOLVED	CLOSED	04/30/2021	05/06/2021		05/06/2021	Y
ENF 21-0638	322 N CHESTNUT ST	RESOLVED	CLOSED	05/04/2021	06/02/2021		06/03/2021	N
ENF 21-0682	1520 FREDERICK ST	RESOLVED	CLOSED	05/17/2021	05/26/2021		05/26/2021	N

Total Entries 3

SIGN VIOLATION

ENF 21-0606	210 S WASHINGTON ST	RESOLVED	CLOSED	04/30/2021	05/13/2021		05/13/2021	COMM
ENF 21-0620	319 MICHIGAN AVE	RESOLVED	CLOSED	05/03/2021	05/17/2021		05/17/2021	Y
ENF 21-0719	607 W STEWART ST	INSPECTED PROPERTY	CLOSED	05/20/2021	05/20/2021		05/20/2021	

Total Entries 3

TEMPORARY STRUCTURES

ENF 21-0276	1620 W MAIN ST	RESOLVED	CLOSED	03/01/2021	05/12/2021		05/12/2021	N
ENF 21-0284	1231 N BALL ST	RESOLVED	CLOSED	03/02/2021	05/03/2021		05/03/2021	N
ENF 21-0285	1428 YOUNG ST	RESOLVED	CLOSED	03/02/2021	05/03/2021		05/03/2021	Y
ENF 21-0293	659 DIVISION ST	INSPECTED PROPERTY	CLOSED	03/02/2021	05/12/2021		05/12/2021	N
ENF 21-0297	531 GILBERT ST	INSPECTED PROPERTY	CLOSED	03/02/2021	05/12/2021		05/12/2021	N
ENF 21-0621	420 GROVER ST	LETTER SENT	RECHECK SCHEDULED	05/04/2021	05/04/2021	06/09/2021		N
ENF 21-0323	735 GRACE ST	INSPECTED PROPERTY	FINAL NOTICE	03/03/2021	05/19/2021	06/17/2021		Y
ENF 21-0366	428 S LYON ST	INSPECTED PROPERTY	FINAL NOTICE	03/09/2021	05/28/2021	06/28/2021		Y
ENF 21-0699	900 S LYON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	05/18/2021	05/21/2021	11/22/2021		Y

Total Entries 9

VACANT STRUCTURES

ENF 20-0961	805 E EXCHANGE ST	CONTACT WITH PROPERTY MANAGER	REF TO CITY ATTY	11/13/2020	05/20/2021	06/10/2021		VAC
ENF 20-0757	321 STATE ST	LETTER SENT	NO RESPONSE FROM OWNER	09/18/2020	05/18/2021	06/15/2021		VAC

Code Enforcement Activity

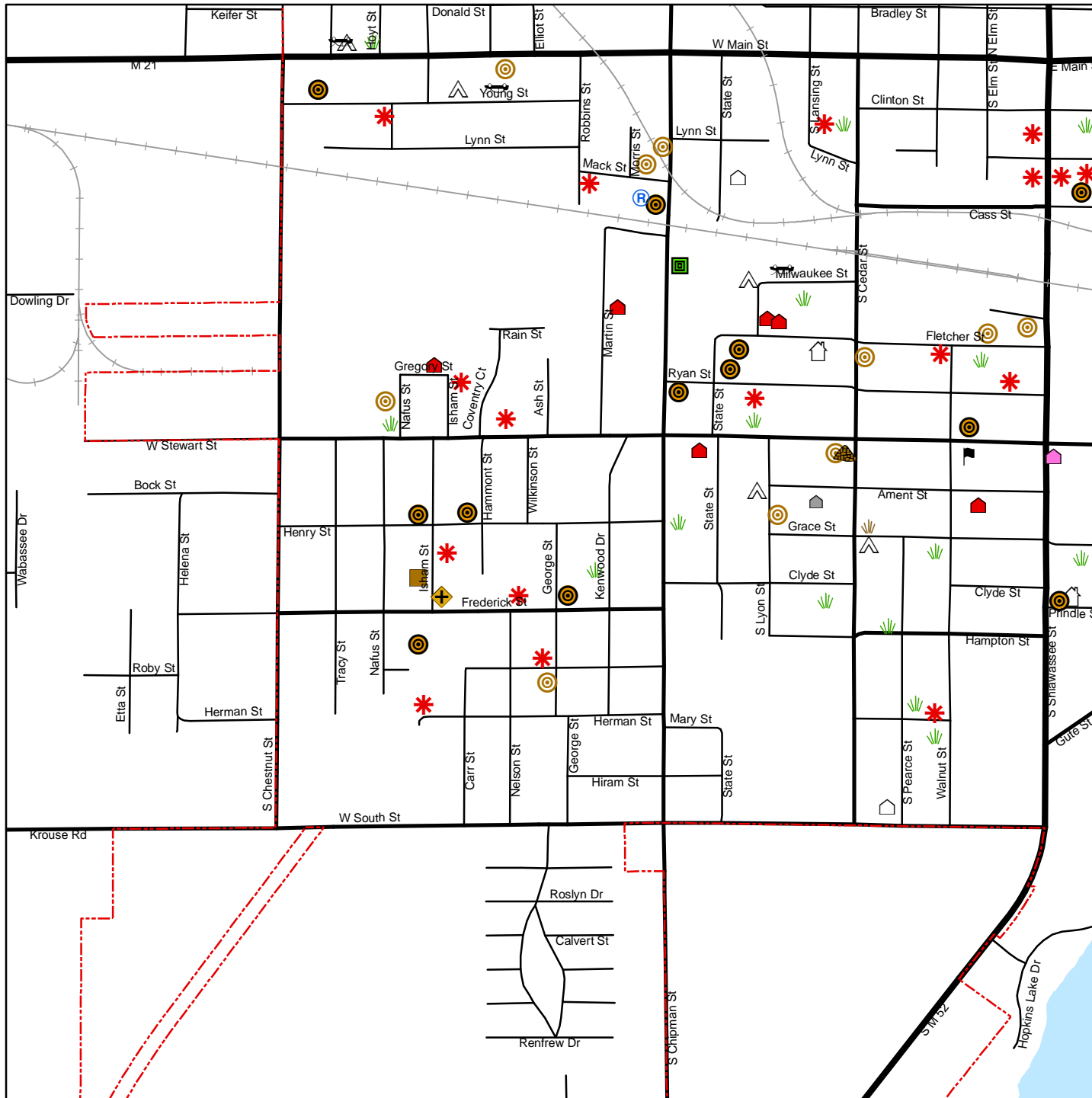
MAY 2021

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0758	1434 PEARCE ST	INSPECTED PROPERTY	LETTER SENT	09/18/2020	05/05/2021	06/23/2021		VAC
Total Entries				3				
<u>VISIBILITY</u>								
ENF 21-0568	628 CORUNNA AVE	RESOLVED	CLOSED	04/21/2021	05/06/2021		05/06/2021	Y
Total Entries				1				
Total Records:		294		Total Pages:		16		

City of Owosso

Code Enforcement Activity

SW Quadrant
May 2021

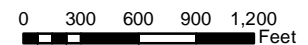


Category

- Accessory Structures
- Auto Repair / Junk Vehicles
- Brush Piles
- Building Violation
- Dog Feces
- Exterior Paint / Siding
- Furniture Outside
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In Row
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- Rental Registration
- ROW Violations
- Sign Violation
- Temporary Structures
- Vacant Structures

Other Features

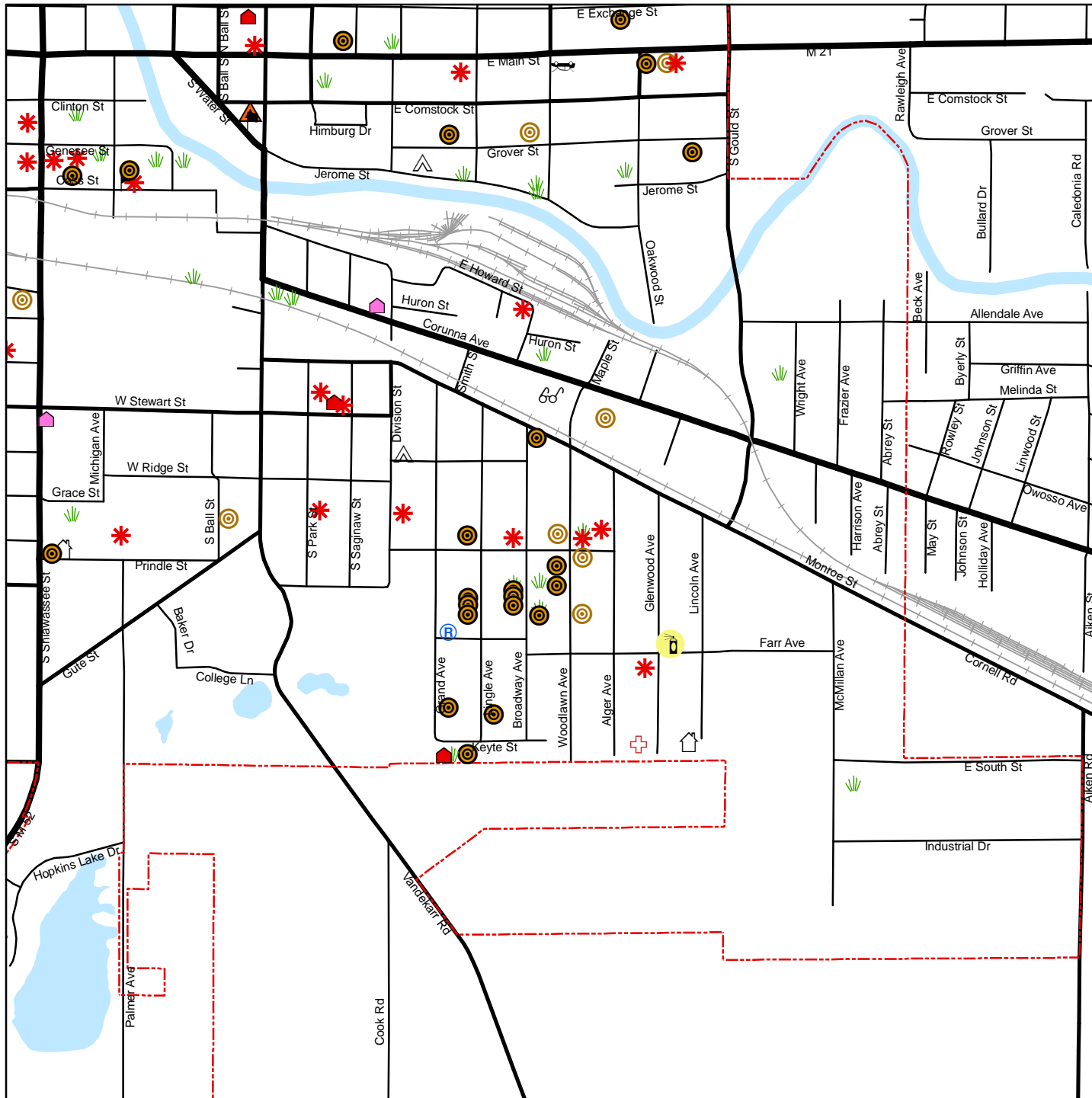
- City Limit
- Railroads
- Shiawassee River



City of Owosso

Code Enforcement Activity

SE Quadrant
May 2021



Category

- Auto Repair / Junk Vehicles
- Building Violation
- Exterior Paint / Siding
- Garbage & Debris
- Garbage/Junk In Row
- Graffiti/Defacement Of Property
- Health & Safety
- Imminent Danger Of Structure
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- Rental Registration
- Sign Violation
- Temporary Structures
- Visibility

Other Features

- City Limit
- Railroads
- Shiawassee River

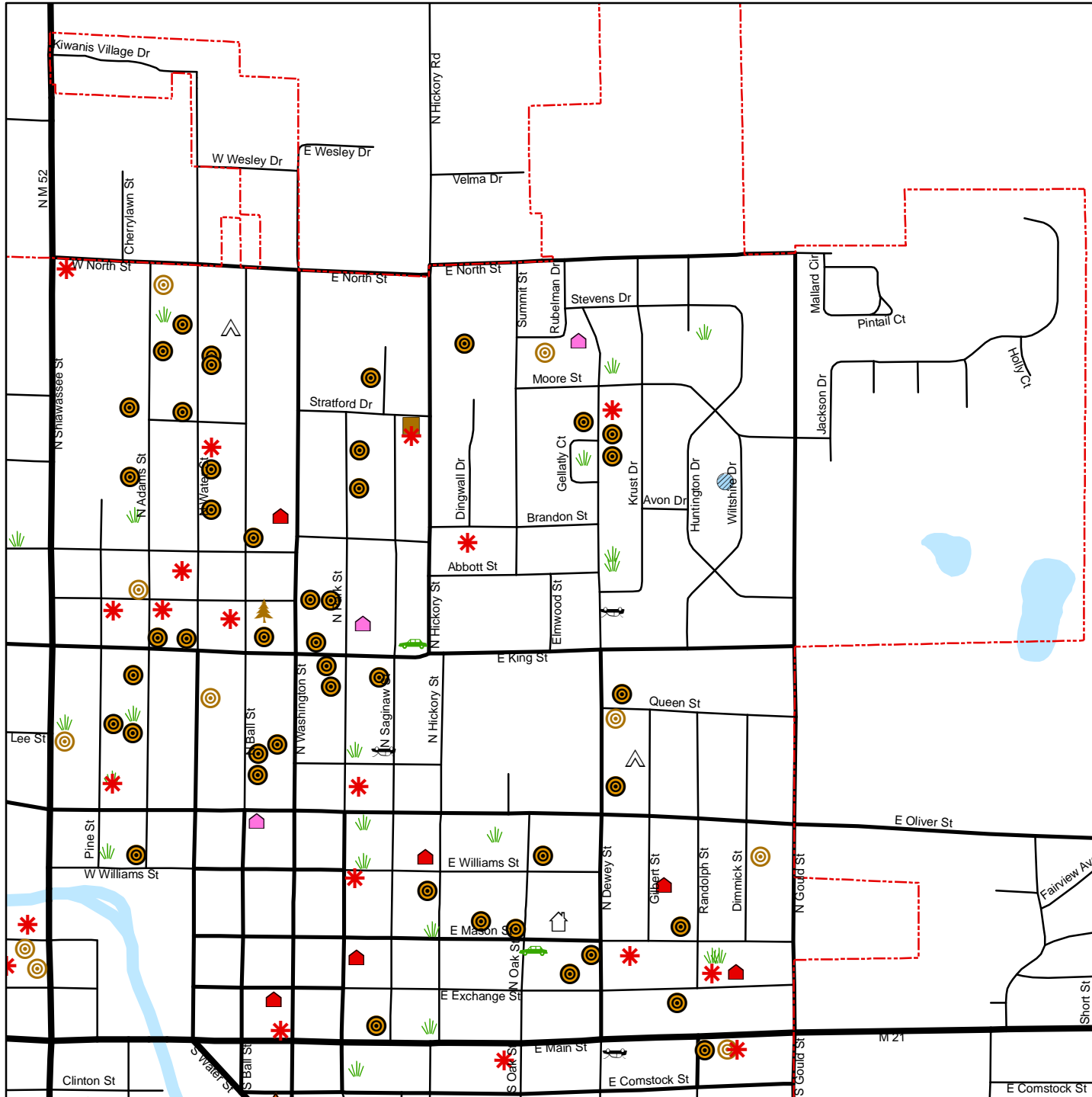
0 330 660 990 1,320 Feet



City of Owosso

Code Enforcement Activity

NE Quadrant
May 2021



Category

- Auto Repair / Junk Vehicles
- Building Violation
- Dead Tree
- Drain Issues
- Exterior Paint / Siding
- Front Yard Parking
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In Row
- Imminent Danger Of Structure
- Lawn Maintenance
- Multiple Violations
- No Building Permit
- Temporary Structures

Other Features

- City Limit
- Railroads
- Shiawassee River

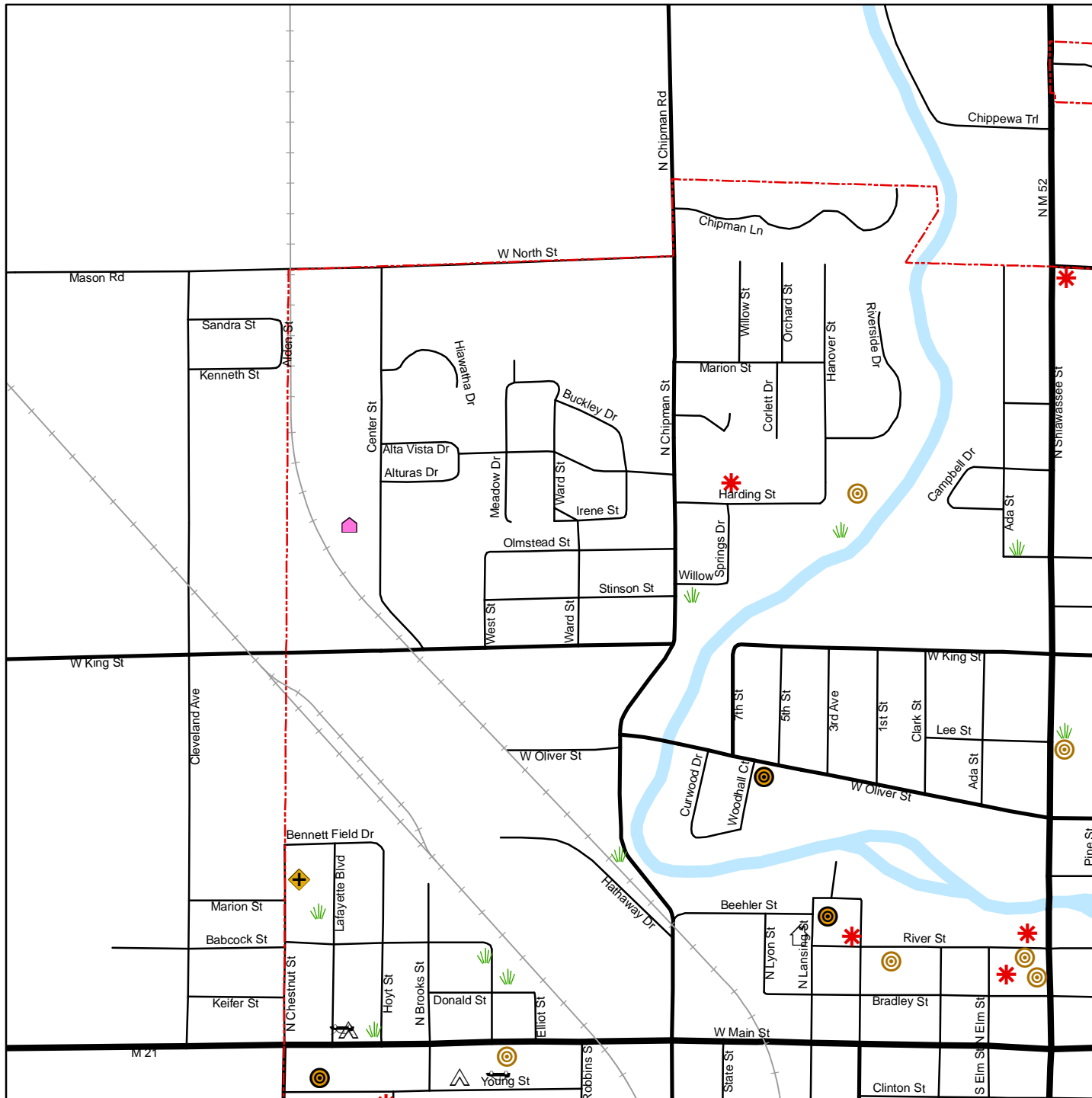
0 300 600 900 1,200 Feet












City of Owosso

Code Enforcement Activity




NW Quadrant
May 2021

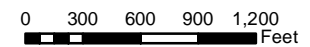


Category

-  Auto Repair / Junk Vehicles
-  Exterior Paint / Siding
-  Garbage & Debris
-  Garbage/Junk In Row
-  Lawn Maintenance
-  Multiple Violations
-  No Building Permit
-  ROW Violations
-  Temporary Structures

Other Features

-  City Limit
-  Railroads
-  Shiawassee River



Monthly Inspection List

MAY 2021

BOOTH, MARK

MECHANICAL & PLUMBING INSPECTOR

Total Inspections: 21

HARRIS, JON

ELECTRICAL INSPECTOR

Total Inspections: 25

HISSONG, BRAD

BUILDING OFFICIAL

Total Inspections: 31

FREEMAN, GREG

CODE ENFORCEMENT

Total Inspections: 180

MAYBAUGH, BRAD

CODE ENFORCEMENT

Total Inspections: 207

Grand Total Inspections: 464



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: 2 June 2021
TO: Owosso City Council
FROM: Eric E. Cherry
Police Department Lieutenant
RE: May 2021 Police Reports

Attached are the statistics for the Police Department for May 2021. One report is an offense summary for the month of May, by offense type. The other report, neighborhood crime report, lists the occurred on date, case number, location, and the complaint type for reports in May. The officers completed three hundred ninety-eight (398) field interviews this month, which are calls where a full criminal report is not needed. Your Owosso Police Officers arrested thirty-four (34) persons this month for forty-two (42) total offenses.

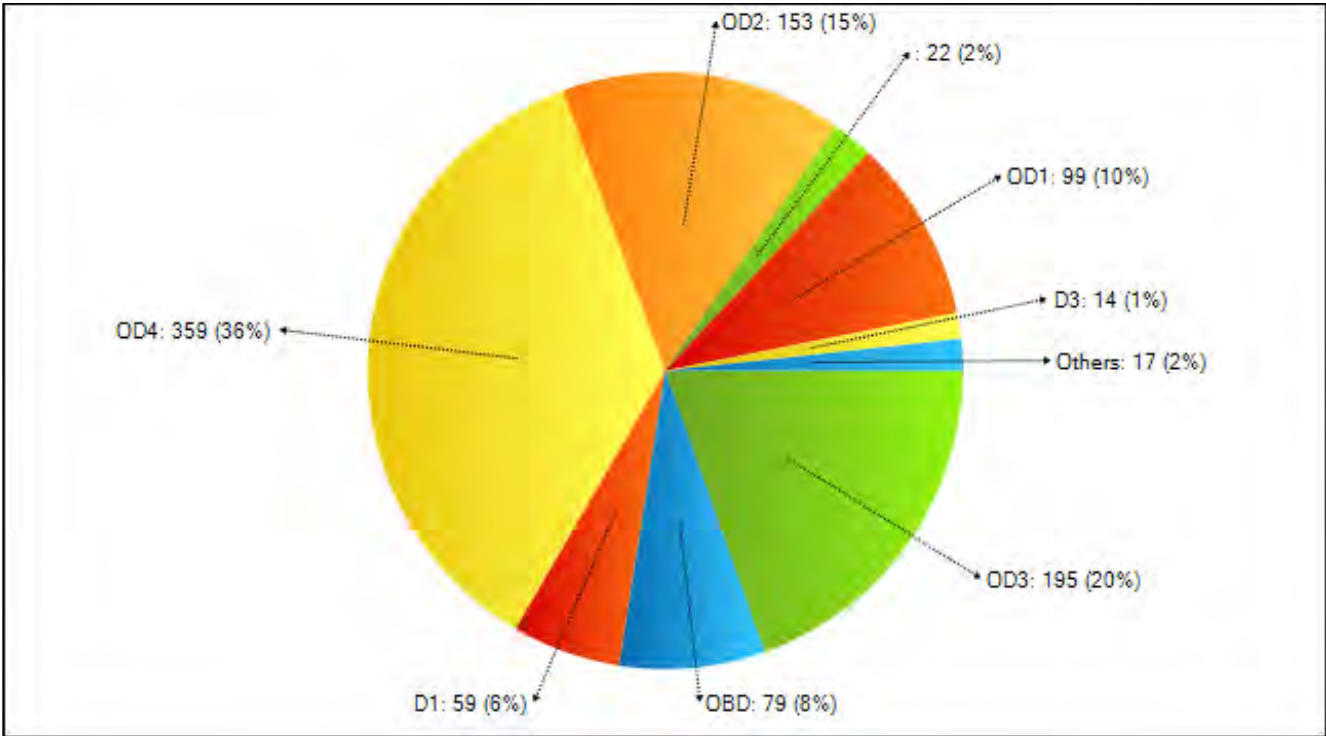
For May 2021 the police handled nine hundred ninety-seven (997) police events, thirty-one (31) were traffic stops, about three (3) percent of their work activity.

On the following page are two (2) pie charts one showing calls handled by Owosso City Police District, there are five (5) districts within the City of Owosso. The second pie chart is calls throughout the county handled by agency.

Respectfully,

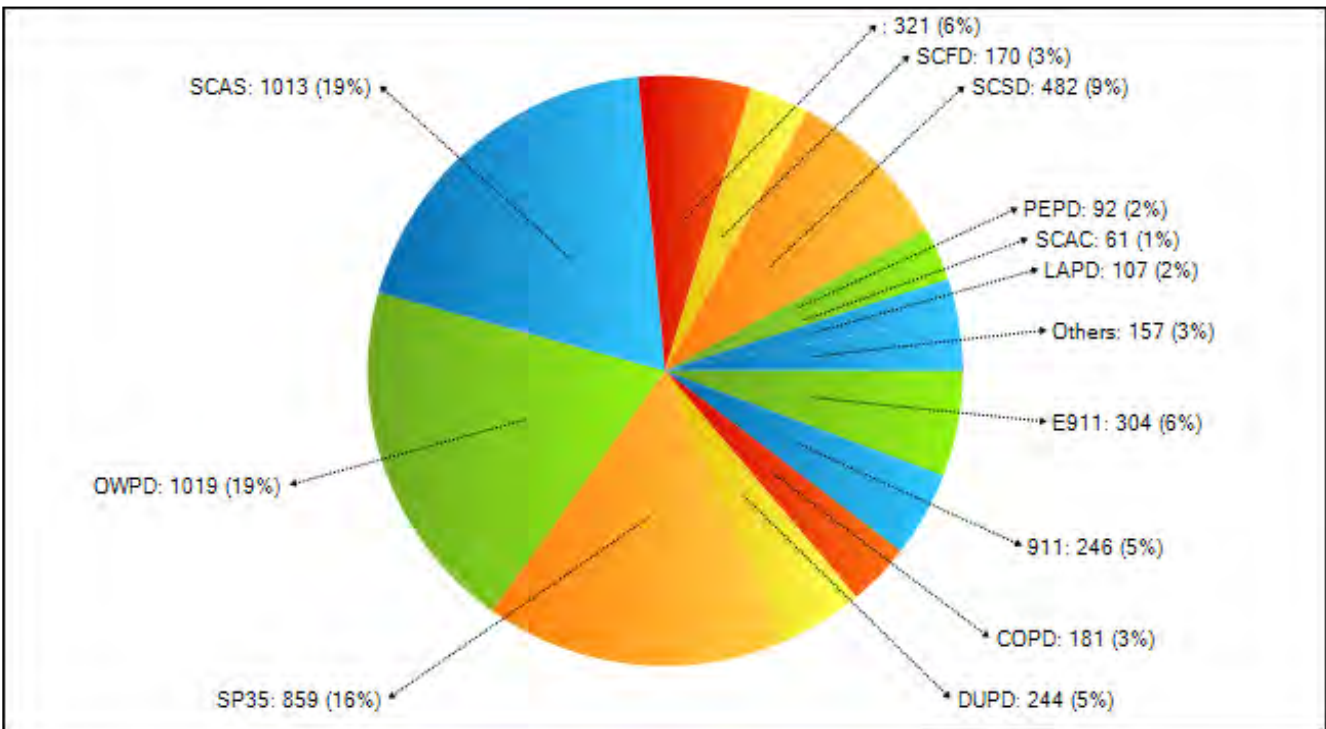
Lt. Eric E. Cherry

BELOW IS A BREAKDOWN OF POLICE EVENTS HANDLED BY OWOSSO POLICE, BY DISTRICT



- OD1: Owosso City District 1 (northwest, north of M-21 and west of M-52)
- OD2: Owosso City District 2 (northeast, north of M-21 and east of M-52)
- OD3: Owosso City District 3 (southwest, south of M-21 and west of M-52)
- OD4: Owosso City District 4 (southeast, south of M-21 and east of M-52, excluding business district and police office)
- OBD: Owosso City Downtown Business District
- D1: Shiawassee County northwest district (west of M-52 and north of Hibbard Road)
- D3: Shiawassee County northeast district (east of M-52 and north of Hibbard Road)
- Others: Included City of Corunna's 3 districts and any other area officer's responded.

BELOW IS A BREAKDOWN OF EVENTS HANDLED BY AGENCY



- SCSD: Shiawassee County Sheriff's Office
- PEPD: Perry City Police
- Others: All Other Departments
- SCAS: Shiawassee County Ambulance Services
- DUPD: Durand City Police
- LAPD: Laingsburg City Police
- SP35: Michigan State Police Post #35
- COPD: Corunna City Police
- MOPD: Morrice City Police
- SCFD: Shiawassee County Fire Departments
- SCAC: Shiawassee County Animal Control
- OWPD: Owosso City Police
- 911: Shiawassee County 911 Center

MAY NEIGHBORHOOD CRIME REPORT

Occurred Date	Case No	Location	Offense
5/2/2021	2164500542	300 block E Corunna Ave	AGGRAVATED/FELONIOUS ASSAULT
5/10/2021	2164500575	1000 block S State St	AGGRAVATED/FELONIOUS ASSAULT
5/16/2021	2164500604	700 block N Saginaw St	AGGRAVATED/FELONIOUS ASSAULT
5/20/2021	2164500639	100 block N Elm St	AGGRAVATED/FELONIOUS ASSAULT
5/24/2021	2164500657	1500 block W Stewart St	AGGRAVATED/FELONIOUS ASSAULT
5/24/2021	2164500661	400 block N Saginaw St	AGGRAVATED/FELONIOUS ASSAULT
5/26/2021	2164500668	300 block N Lansing St	AGGRAVATED/FELONIOUS ASSAULT
5/15/2021	2164500613	600 block Corunna Ave	ARSON
5/17/2021	2164500615	E Auburndale Ave/S Lingle Ave	ARSON
5/2/2021	2164500543	700 block E King St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
5/5/2021	2164500550	800 block S Grand Ave	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
5/12/2021	2164500594	1600 block W Stewart St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
5/28/2021	2164500689	1600 block W Stewart St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
5/22/2021	2164500652	1500 block W Oliver St	BURGLARY -FORCED ENTRY
5/13/2021	2164500589	1300 block W Penbroke Dr	CIVIL CUSTODIES - INCAPACITATION
5/15/2021	2164500596	600 block W Fletcher St	CIVIL CUSTODIES - INCAPACITATION
5/16/2021	2164500610	300 block E North St	CIVIL CUSTODIES - INCAPACITATION
5/19/2021	2164500637	1200 block N Dewey St	CIVIL CUSTODIES - INCAPACITATION
5/20/2021	2164500641	600 block S Frazier Ave	CIVIL CUSTODIES - INCAPACITATION
5/30/2021	2164500695	2000 block E Kilbourn Ave	CIVIL CUSTODIES - INCAPACITATION
5/10/2021	2164500571	300 block E Corunna Ave	CIVIL CUSTODIES - INSANITY (MENTAL)
5/1/2021	2164500539	700 block S Shiawassee St	DAMAGE TO PROPERTY
5/7/2021	2164500572	900 block Corunna Ave	DAMAGE TO PROPERTY
5/8/2021	2164500635	800 block W King St	DAMAGE TO PROPERTY
5/10/2021	2164500577	1400 block W Calvert Dr	DAMAGE TO PROPERTY
5/11/2021	2164500580	600 block W Fletcher St	DAMAGE TO PROPERTY
5/13/2021	2164500593	700 block S Nafus St	DAMAGE TO PROPERTY
5/14/2021	2164500609	1200 block S Shiawassee St	DAMAGE TO PROPERTY
5/14/2021	2164500590	700 block S Nafus St	DAMAGE TO PROPERTY
5/16/2021	2164500611	100 block S Howell St	DAMAGE TO PROPERTY
5/17/2021	2164500615	E Auburndale Ave/S Lingle Ave	DAMAGE TO PROPERTY
5/17/2021	2164500621	400 block N Randolph St	DAMAGE TO PROPERTY
5/18/2021	2164500624	500 block E Main St	DAMAGE TO PROPERTY
5/29/2021	2164500690	100 block S Michigan Ave	DAMAGE TO PROPERTY
5/29/2021	2164500694	1100 block N Hickory St	DAMAGE TO PROPERTY

5/22/2021	2164500647	100 block Curwood Castle Dr	DISORDERLY CONDUCT
5/19/2021	2164500636	700 block Lincoln Ave	FAMILY -ABUSE/NEGLECT NONVIOLENT
5/28/2021	2164500705	300 N Washington St	FRAUD
5/27/2021	2164500681	900 block Hampton Ave	FRAUD -BAD CHECKS
5/3/2021	2164500546	1200 block W Main St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
5/6/2021	2164500576	500 block S Washington St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
5/17/2021	2164500687	500 block Grover St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
5/18/2021	2164500633	800 block E Mason St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
5/27/2021	2164500683	200 block N Cedar St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
5/13/2021	2164500588	1400 block W King St	FRAUD -IMPERSONATION
5/5/2021	2164500585	700 block E North St	HEALTH AND SAFETY
5/16/2021	2164500605	1600 block Lynn St	HEALTH AND SAFETY
5/9/2021	2164500569	100 block S Michigan Ave	INSPECTIONS/INVESTIGATIONS - DRUG OVERDOSE
5/11/2021	2164500578	800 block W King St	INSPECTIONS/INVESTIGATIONS - DRUG OVERDOSE
5/7/2021	2164500560	300 block W Cass St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/8/2021	2164500565	700 block S M-52	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/17/2021	2164500614	Oliver St/Chipman St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/17/2021	2164500618	900 block S Lyon St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/21/2021	2164500642	100 block W Exchange St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/22/2021	2164500649	Bentley Park	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/26/2021	2164500670	600 block S Shiawassee St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/27/2021	2164500679	200 block N Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/27/2021	2164500682	Gute St/Washington St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
5/26/2021	2164500669	600 block S Woodlawn Ave	INSPECTIONS/INVESTIGATIONS - OTHER INSPECTIONS
5/5/2021	2164500591	700 block E North St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
5/22/2021	2164500678	700 block S Division St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
5/20/2021	2164500672	500 block Jerome St	INTIMIDATION/STALKING
5/10/2021	2164500574	Mack St/Robbins St	JUVENILE RUNAWAY
5/11/2021	2164500581	1300 block W Mack St	JUVENILE RUNAWAY

5/16/2021	2164500605	1600 block Lynn St	KIDNAPPING/ABDUCTION
5/18/2021	2164500625	1000 block S Washington St	LARCENY -OTHER
5/18/2021	2164500634	500 block S Cedar St	LARCENY -OTHER
5/19/2021	2164500664	1000 block W Stewart St	LARCENY -OTHER
5/22/2021	2164500646	600 block E Corunna Ave	LARCENY -OTHER
5/25/2021	2164500665	100 block E Corunna Ave	LARCENY -OTHER
5/26/2021	2164500676	200 block E Main St	LARCENY -OTHER
5/26/2021	2164500680	600 block N Seventh St	LARCENY -OTHER
5/27/2021	2164500688	500 block S Chipman St	LARCENY -OTHER
5/29/2021	2164500691	N Park St/E Mason St	LARCENY -OTHER
5/27/2021	2164500675	600 block W Fletcher St	LARCENY -THEFT FROM BUILDING
5/7/2021	2164500567	400 block S Ball St	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES
5/15/2021	2164500600	600 block E Corunna Ave	LARCENY -THEFT OF MOTOR VEHICLE PARTS/ACCESSORIES
5/19/2021	2164500638	700 block S Park St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
5/27/2021	2164500686	400 block E Mason St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
5/18/2021	2164500630	800 block W Main St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
5/26/2021	2164500677	8500 block Lansing Rd	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
5/30/2021	2164500695	200 block E Kilbourn Ave	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
5/7/2021	2164500561	100 block W Exchange St	MISCELLANEOUS - GENERAL ASSISTANCE
5/1/2021	2164500537	100 block W Mason St	MISCELLANEOUS - NATURAL DEATH
5/4/2021	2164500545	500 block E Grover St	MISCELLANEOUS - NATURAL DEATH
5/18/2021	2164500628	800 block S Chipman St	MISCELLANEOUS - NATURAL DEATH
5/29/2021	2164500693	700 block W Riverwalk Cir	MISCELLANEOUS - NATURAL DEATH
5/5/2021	2164500554	900 block W Milwaukee St	MISCELLANEOUS - NON-CRIMINAL
5/8/2021	2164500568	W Stewart St/S Walnut St	MISCELLANEOUS - NON-CRIMINAL
5/21/2021	2164500644	900 block Hampton St	MISCELLANEOUS - NON-CRIMINAL
5/23/2021	2164500655	Gould St/Allendale Ave	MISCELLANEOUS - NON-CRIMINAL
5/12/2021	2164500582	Wright Ave/Allendale Ave	MISCELLANEOUS CRIMINAL OFFENSE
5/17/2021	2164500617	Gute St/Washington St	MISCELLANEOUS CRIMINAL OFFENSE
5/7/2021	2164500567	400 block S Ball St	MOTOR VEHICLE THEFT
5/23/2021	2164500658	1100 block Jackson Dr	MOTOR VEHICLE THEFT
5/11/2021	2164500579	Main St/Cedar St	MOTOR VEHICLE VIOLATION
5/18/2021	2164500626	W Main St/S Michigan Ave	MOTOR VEHICLE VIOLATION
5/26/2021	2164500667	1100 block S Shiawassee St	MOTOR VEHICLE VIOLATION
5/29/2021	2164500696	400 block E Comstock St	MOTOR VEHICLE VIOLATION
5/1/2021	2164500533	700 block W Lynn St	NONAGGRAVATED ASSAULT
5/1/2021	2164500534	1400 block W Roslyn Dr	NONAGGRAVATED ASSAULT

5/1/2021	2164500540	1300 block W Calvert Dr	NONAGGRAVATED ASSAULT
5/1/2021	2164500539	700 block S Shiawassee St	NONAGGRAVATED ASSAULT
5/2/2021	2164500541	200 block S Cedar St	NONAGGRAVATED ASSAULT
5/3/2021	2164500544	600 block W Fletcher St	NONAGGRAVATED ASSAULT
5/5/2021	2164500555	400 block S Huggins St	NONAGGRAVATED ASSAULT
5/8/2021	2164500566	800 block S Kenwood Ave	NONAGGRAVATED ASSAULT
5/12/2021	2164500583	600 block N Washington St	NONAGGRAVATED ASSAULT
5/14/2021	2164500595	800 block S Alger Ave	NONAGGRAVATED ASSAULT
5/15/2021	2164500597	800 block E Grover St	NONAGGRAVATED ASSAULT
5/15/2021	2164500598	1000 block W Ryan St	NONAGGRAVATED ASSAULT
5/15/2021	2164500602	800 block S Broadway Ave	NONAGGRAVATED ASSAULT
5/16/2021	2164500605	1600 block Lynn St	NONAGGRAVATED ASSAULT
5/16/2021	2164500608	600 block S Woodlawn Ave	NONAGGRAVATED ASSAULT
5/21/2021	2164500643	300 block E Williams St	NONAGGRAVATED ASSAULT
5/22/2021	2164500651	1200 block S Walnut St	NONAGGRAVATED ASSAULT
5/23/2021	2164500653	500 block Corunna Ave	NONAGGRAVATED ASSAULT
5/23/2021	2164500656	400 block E Grover St	NONAGGRAVATED ASSAULT
5/26/2021	2164500674	800 block W King St	NONAGGRAVATED ASSAULT
5/27/2021	2164500684	500 block W Elizabeth St	NONAGGRAVATED ASSAULT
5/27/2021	2164500685	800 block W Main St	NONAGGRAVATED ASSAULT
5/31/2021	2164500699	1300 block W Stewart St	NONAGGRAVATED ASSAULT
5/31/2021	2164500700	1300 block W Mack St	NONAGGRAVATED ASSAULT
5/4/2021	2164500549	1000 block W Ryan St	OBSTRUCTING JUSTICE
5/5/2021	2164500552	300 block S Michigan Ave	OBSTRUCTING JUSTICE
5/6/2021	2164500556	2000 block S Chipman St	OBSTRUCTING JUSTICE
5/6/2021	2164500557	200 block E North St	OBSTRUCTING JUSTICE
5/8/2021	2164500563	200 block E McArthur St	OBSTRUCTING JUSTICE
5/9/2021	2164500570	1300 block Pearce St	OBSTRUCTING JUSTICE
5/13/2021	2164500587	700 block Glenwood Ave	OBSTRUCTING JUSTICE
5/15/2021	2164500612	1100 block W Main St	OBSTRUCTING JUSTICE
5/17/2021	2164500620	900 block W Milwaukee St	OBSTRUCTING JUSTICE
5/18/2021	2164500623	600 block E King St	OBSTRUCTING JUSTICE
5/18/2021	2164500629	800 block W Main St	OBSTRUCTING JUSTICE
5/18/2021	2164500632	Mason St/Saginaw St	OBSTRUCTING JUSTICE
5/31/2021	2164500700	1300 block W Mack St	OBSTRUCTING JUSTICE
5/4/2021	2164500559	E Comstock St/S Dewey St	OBSTRUCTING POLICE
5/15/2021	2164500601	1100 block W Main St	OBSTRUCTING POLICE
5/15/2021	2164500601	1100 block W Main St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
5/16/2021	2164500603	Lingle Ave/Monroe St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
5/4/2021	2164500547	300 block N Hickory St	SEX OFFENSE -OTHER
5/15/2021	2164500599	1000 block W Ryan St	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE

5/8/2021	2164500564	W Oliver St/N Fifth St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
5/18/2021	2164500631	Mason St/Saginaw St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
5/1/2021	2164500535	800 block N Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/5/2021	2164500553	N Park St/E Mason St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/7/2021	2164500562	S Washington St/M-71	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/10/2021	2164500584	900 block Hampton St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/10/2021	2164500573	Main St/Dewey St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/13/2021	2164500586	S Gould St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/14/2021	2164500592	King St/Dewey St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/16/2021	2164500607	S Gould St/Comstock St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/17/2021	2164500616	N Park St/E Exchange St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/18/2021	2164500622	Lee St/Ada St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/18/2021	2164500627	Stewart St/Michigan Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/20/2021	2164500640	500 block S Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/22/2021	2164500648	Main St/Washington St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/22/2021	2164500650	N Shiawassee St/W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/23/2021	2164500654	Gould St/Allendale Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/24/2021	2164500660	Corunna Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/24/2021	2164500659	W Main St/N Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/25/2021	2164500663	Main St/Lansing St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/25/2021	2164500662	N Shiawassee/W King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/26/2021	2164500671	M-52/M-21	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/26/2021	2164500673	300 block E Williams St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/30/2021	2164500697	W Main St/Cedar St	TRAFFIC, NON-CRIMINAL - ACCIDENT
5/26/2021	2164500674	800 block W King St	TRESPASS
5/30/2021	2164500697	W Main St/Cedar St	VIOLATION - INSURANCE - FAIL TO FILE PLPD INSURANCE
5/15/2021	2164500606	200 block S Water St	VIOLATION OF CONTROLLED SUBSTANCE ACT
5/25/2021	2164500666	400 block N Chipman St	VIOLATION OF CONTROLLED SUBSTANCE ACT
5/29/2021	2164500690	100 block S Michigan Ave	WEAPONS OFFENSE - CONCEALED
5/29/2021	2164500692	600 block W Main St	WEAPONS OFFENSE - CONCEALED
5/17/2021	2164500615	E Auburndale Ave/S Lingle Ave	WEAPONS OFFENSE - EXPLOSIVES
5/17/2021	2164500615	E Auburndale Ave/S Lingle Ave	WEAPONS OFFENSE - EXPLOSIVES
5/17/2021	2164500615	E Auburndale Ave/S Lingle Ave	WEAPONS OFFENSE - EXPLOSIVES
5/30/2021	2164500698	400 block E Williams St	WEAPONS OFFENSE - OTHER
Total	176		

MAY OFFENSE REPORT

Offense	Total Offenses
1099 - 10001 - Kidnapping (Other)	1
1177 - 11007 - CSC Second (2nd) Degree - Forcible Contact	1
1301 - 13002 - Aggravated/Felonious Assault - Family - Gun	1
1302 - 13002 - Aggravated/Felonious Assault - Family - Other Weapon	1
1305 - 13002 - Aggravated/Felonious Assault - Non-Family - Other Weapon	4
1308 - 13002 - Aggravated/Felonious Assault - Public Official - Other Weapon	1
1313 - 13001 - Assault and Battery/Simple Assault	24
1384 - 13003 - Computer/Internet Used for Harassment, Threats	1
2006 - 20000 - Arson -Residence	2
2203 - 22001 - Burglary - Forced Entry - Non-Residence	1
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	3
2205 - 22002 - Burglary - No Forced Entry - Non-Residence	1
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	2
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	5
2379 - 23007 - Larceny of Gasoline, Self-Service Station	1
2399 - 23007 - Larceny (Other)	3
2404 - 24001 - Vehicle Theft	1
2411 - 24001 - Motor Vehicle - Unauthorized Use	1
2602 - 26001 - Fraud - Swindle	3
2604 - 26003 - Fraud - Impersonation	1
2607 - 26001 - Fraud - False Statements	1
2609 - 26007 - Fraud - Identity Theft	1
2676 - 26006 - No-Account Check	1
2699 - 26001 - Fraud (Other)	1
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	12
2999 - 29000 - Damage to Property (other)	1
3547 - 35001 - Methamphetamine - Possess	1
3562 - 35001 - Marijuana - Possess	1
3699 - 36004 - Sex Offense (Other)	1
3806 - 38001 - Neglect Child	1

4801 - 48000 - Resisting Officer	1
4877 - 48000 - Fleeing and Eluding (Felony)	1
5005 - 50000 - Contempt of Court	3
5011 - 50000 - Parole Violation	1
5012 - 50000 - Probation Violation	1
5015 - 50000 - Failure to Appear	6
5070 - 50000 - Violation of Preliminary Injunctive Order (Peace Bond)	2
5202 - 52001 - Concealed Weapons - Carrying Concealed	1
5206 - 52002 - Explosives (Bombs) - Using	1
5212 - 52001 - Concealed Weapons - Possession of Weapon	1
5213 - 52003 - Weapons, firing of (includes Careless, Reckless, Heedless Use)	1
5277 - 52002 - Importing, Manufacturing, Storing or Distributing Explosives	1
5281 - 52002 - Explosives - Possession of Bombs	1
5393 - 53001 - Disorderly Conduct (Other)	1
5592 - 55000 - Violation of Smokeless Tobacco Products Law	1
5599 - 55000 - Health and Safety Violations (Other)	1
5707 - 57001 - Trespass (Other)	1
7070 - 70000 - Runaway	2
7399 - 73000 - Miscellaneous Arrest	2
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	2
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	2
8328 - 54003 - Motor Vehicle Violation	4
8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance	1
9906 - 92002 - Civil Custodies - Incapacitation	6
9908 - 92004 - Civil Custodies - Insanity (Mental)	1
9910 - 93001 - Traffic, Non-Criminal - Accident	22
9941 - 98004 - Inspections/Investigations - Other Inspections	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	2
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	9
9945 - 98009 - Inspections/Investigations - Drug Overdose	2
9947 - 99002 - Miscellaneous - Natural Death	4
9953 - 99008 - Miscellaneous - General Assistance	1
9954 - 99008 - Miscellaneous - Assist to Fire Department	2
9954 - 99009 - Miscellaneous - Non-Criminal	4
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	3
Total	176

MAY DAILY ACTIVITY REPORTS SUMMARY REPORT

Activity	Total	Calculated Time Spent
Alarms	14	2:39:00
Appearance Citations	3	2:18:00
Assist Another Unit	381	175:23:00
Business Property Inspections	117	27:39:00
Community Service	32	20:13:00
Court	24	41:32:00
Directed Patrols	314	269:50:00
District Patrol	113	65:40:00
Meal/Break	204	113:37:00
Original Arrests	13	26:11:00
OWI Arrests	2	3:40:00
Park Patrols	146	66:12:00
Parking/Municipal Citations Issued	3	1:08:00
Residential Property Inspections	6	0:54:00
School Patrols	298	272:56:00
Supplemental Complaints	63	208:40:00
Traffic Accidents	19	11:57:00
Traffic Citations Issued	3	0:37:00
Traffic Warnings	23	3:16:00
Training	17	43:30:00
Warrant Arrests	17	19:19:00
Written Complaints	578	259:22:00
Total Activities	2390	1636:33:00

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

MEMORANDUM

DATE: June 14, 2021

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: May 2021 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for May 2021. The Owosso Fire Department responded to 286 incidents in the month of May.

OFD responded to 26 fire calls and responded to 260 EMS calls.

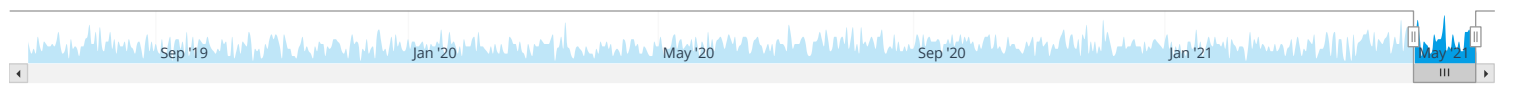
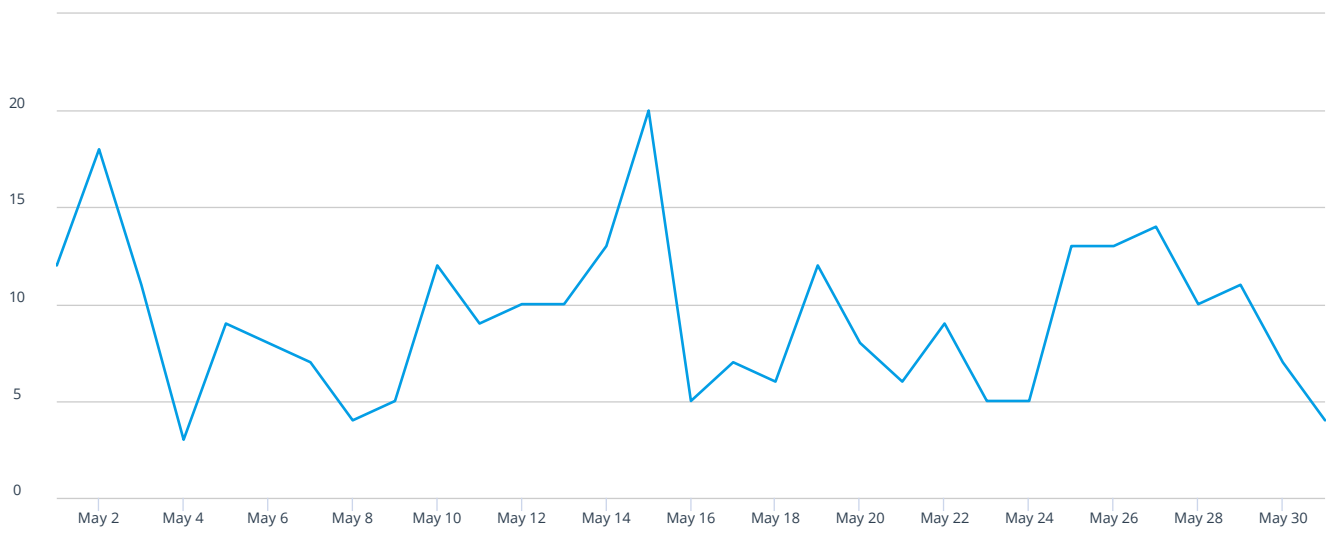
Previous Month ▾ May 1, 2021 - May 31, 2021 ▾

9%
FIRE
Percentage of Total Incidents

91%
EMS
Percentage of Total Incidents

286
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice



Counts | % Rows | % Columns | % All

Week Ending	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	6/6/21	6/13/21	6/20/21	6/27/21	7/4/21	7/11/21	7/18/21	7/25/21	Total
(11) Structure Fire			1	1	1									3
(14) Natural vegetation fire			1											1
(15) Outside rubbish fire				1										1
(32) Emergency medical service (EMS) incident	27	47	72	46	65	3								260
(40) Flammable gas or liquid condition, other			1											1
(41) Combustible/f... spills & leaks			1		1	1								3
(42) Chemical release, reaction, or toxic condition					1									1
(44) Electrical wiring/equipm. problem	1			1	2									4
(46) Accident, potential accident				1										1
(48) Attempted burning, illegal action			1											1
(54) Animal problem or rescue					1									1
(55) Public service assistance				1										1
(61) Dispatched and canceled en route	1		1	2	2									6
(73) System or detector malfunction	1													1

Week Ending	5/2/21	5/9/21	5/16/21	5/23/21	5/30/21	6/6/21	6/13/21	6/20/21	6/27/21	7/4/21	7/11/21	7/18/21	7/25/21	Total
(74) Unintentional system/detect... operation (no fire)			1											1
Total	30	47	79	53	73	4								286