

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, AUGUST 03, 2015  
7:30 P.M.**

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

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 20, 2015:**

**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**

1. Proclamation - Martha Stinson. A Mayoral Proclamation recognizing Building Department Executive Secretary Martha Stinson for her years of service to the City of Owosso on the occasion of her retirement.
2. Adams Park Project Update. An update on the status of the Adams Park Project from Eagle Scout candidate Zak Matousek.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**



Project Status Report

## **CONSENT AGENDA**

1. First Reading & Set a Public Hearing - Numbering of Buildings Ordinance Amendment. Conduct first reading and set a public hearing for Monday, August 17, 2015 to receive citizen comment regarding the proposed ordinance amendment to Chapter 8, Buildings and Building Regulations, Article IX, Numbering of Buildings, to bring the Code into compliance with the International Property Maintenance Code (2009).
2. First Reading & Set Public Hearing – Rezoning Corunna Avenue. Conduct first reading and set a public hearing for Monday, August 17, 2015 to receive citizen comment regarding the proposal to rezone several properties on Corunna Avenue to reduce spot zoning and bring the land use in line with the 2012 Master Plan.
3. Minutes Correction – Refuse Collection Ordinance Amendment. Approve correction to the May 4, 2015 minutes to reflect the fact that no citizen comments were received prior to or during the meeting in regard to the public hearing for amendment of the Refuse Collection ordinance.
4. Boards & Commissions Appointment. Approve the Mayoral appointment of Jonathan Tamayo as a City of Owosso representative to the SATA Board of Directors, filling the unexpired term of Sean Grey ending October 1, 2016.
5. ADA-Compliant Voting Booth Grant Agreement. Authorize grant agreement with the Michigan Department of State for VOTE Program funds to reimburse the purchase cost of six ADA-compliant voting booths, further authorize payment to vendor Election Source upon satisfactory receipt of the booths, and approve payment of shipping charges from the Elections line item.

## **ITEMS OF BUSINESS**

1. MLL Delegate. Designate a City Representative and Alternate to cast vote of municipality at the Michigan Municipal League annual business meeting on September 17, 2015.
2. MEDC Redevelopment Ready Communities Program. Commit to participating in the Michigan Economic Development Corporation's Redevelopment Ready Communities Program (RRC).
3. Bid Award – Westown Parking Lot Construction. Approve bid award and authorize contract with Sumbera Excavating, Inc. for the installation of curb, gutter, and concrete parking surface for the new parking lot on South Lansing Street in the amount of \$40,429.68 and further authorize payment up to the contract amount upon satisfactory completion of the work or portion thereof.
4. Property Sale – South 20' of 415 Bradley Street – Twenty-One Day Posting. Authorize twenty-one (21) day posting period for sale of the south 20' of the city owned parcel located at 415 Bradley Street to Elaine Greenway for \$4,710.00.
5. Property Lease – North 46' of 415 Bradley Street – Twenty-One Day Posting. Authorize twenty-one (21) day posting period for lease of the north 46' of the city owned parcel located at 415 Bradley Street to Elaine Greenway on a month to month basis in exchange for routine property maintenance.
6. Osburn Lakes Master Documents Modifications. Discuss making modifications to the Osburn Lakes Master Deed and Condominium Bylaws to facilitate the sale of the remaining vacant lots.

## **COMMUNICATIONS**

1. Michigan Liquor Control Commission. Notice of transfer of liquor license – Korner Pub.
2. Downtown Development Authority/Main Street. Minutes of July 1, 2015.
3. Downtown Historic District Commission. Minutes of July 15, 2015.
4. Zoning Board of Appeals. Minutes of July 21, 2015.

### **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, August 17, 2015

### **BOARDS AND COMMISSIONS OPENINGS**

Historical Commission, term expires December 31, 2017  
Planning Commission (2), both terms expire June 30, 2016

### **ADJOURNMENT**

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing or calling the following: Amy K. Kirkland, City Clerk, 301 West Main Street, Owosso, MI 48867 or at (989) 725-0500. The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).

**CITY OF OWOSSO  
REGULAR MEETING OF CITY COUNCIL  
MINUTES OF JULY 20, 2015  
7:30 P.M.**

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

**OPENING PRAYER:** MAYOR BENJAMIN R. FREDERICK

**PLEDGE OF ALLEGIANCE:** COUNCILMAN MICHAEL J. O'LEARY

**PRESENT:** Mayor Benjamin R. Frederick, Mayor Pro-Tem Christopher T. Eveleth, Councilpersons Loreen F. Bailey, Burton D. Fox, Elaine M. Greenway, Michael J. O'Leary, and Robert J. Teich, Jr.

**ABSENT:** None.

**APPROVAL OF AGENDA**

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

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 6, 2015**

Motion by Councilperson Bailey to approve the Minutes of the Regular Meeting of July 6, 2015 as presented.

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

**APPROVAL OF THE MINUTES OF SPECIAL MEETING OF JULY 9, 2015**

Motion by Councilperson Fox to approve the Minutes of the Special Meeting of July 6, 2015 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

Zack Rodriguez, 120 North Howell Street, said that he had received a violation notice for the swimming pool in his front yard and he was very unhappy as no one from the City measured his pool before issuing the violation notice and there was a possible \$500 fine. He asked that all violations issued by the Building

Department be suspended until such time as the City can verify that the violations are legitimate. He said he thought the Building Official was bullying people.

City Manager Crawford responded to Mr. Rodriguez saying his property presented a unique problem in that it is located on a corner and the placement of the house at the back of the lot means there is no functional back yard. He asked where one draws the line as to what you can have in the front yard in such a situation. He went on to say that if Mr. Rodriguez empties the pool after each use there would be no issues that require enforcement, though he noted that the swing set in the front yard is a different matter.

Councilperson Fox indicated he thought the pool should be located in the side yard as determined by which street the house fronts. He said he had not heard of a corner lot having two front yards and City staff was unable to produce such an ordinance for his inspection. Lastly, he said that staff needs to at least visually inspect each potential violation before issuing a violation notice.

Councilperson O'Leary indicated it is common for zoning ordinances to declare a side yard on a corner as a front yard for setback purposes and that may be the source of the "two front yards" idea. Councilperson Fox asked that the City define in writing where Mr. Rodriguez can place his pool. He also asked that staff look into the street parking and traffic control issues in that area.

City Manager Crawford noted that the Building Official had indeed made a visual inspection of the property before the violation notice was issued. The confusion lies in the fact that he did not measure the pool at that time.

Councilperson Bailey noted that the Friends of the Shiawassee Annual River Clean-up will be August 1<sup>st</sup> from 9:00am to noon starting at the Oakwood Bridge.

### **CITY MANAGER REPORT**

The City Manager had nothing to report.

### **CONSENT AGENDA**

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

**Boards and Commissions Appointment.** Approve the appointment of Michael O'Leary as the Council Representative to the Planning Commission for a term expiring November 14, 2016.

**Chemical Bank Account Signatories.** Consider resolution designating authorized signers on City accounts at Chemical Bank as follows:

#### **RESOLUTION NO. 64-2015**

#### **NAMING THOSE AUTHORIZED TO SIGN ON BEHALF OF THE CITY OF OWOSSO FOR ACCOUNTS HELD AT CHEMICAL BANK**

WHEREAS, the City of Owosso is required by law to declare an official depository for city funds; and

WHEREAS, the Code of Ordinances dictates the City Clerk, or the Clerk's Deputy, sign checks drawn on City accounts; and

WHEREAS, the City's auditors recommend a counter-signature on said checks as a means of further security; and

WHEREAS, from time to time the City must update the list of authorized signers to ensure it is current.

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

- FIRST: that Chemical Bank, 100 East Main Street, Owosso, Michigan 48867 be and is hereby designated as a depository of the funds of the City of Owosso, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by the City Clerk and countersigned by any of the following: Finance Director, City Manager, and/or City Treasurer-in the case of the Retirement Fund Account only.
- SECOND: that the above named Chemical Bank is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders; and also to receive the same for the credit of or in payment from the payee or any other holder without injury as to the circumstances of issue of the disposition of the proceeds thereof, whether such instruments are payable, individually or otherwise, to the order of any person signing and/or counter-signing such instruments, or to the order of any of the other officers of the City, and whether such checks or other instruments are deposited to the individual credit of any person signing and/or counter-signing such instruments, or to the individual credit of any of the other officers of the City.
- THIRD: that any and all endorsements for or on behalf of the City of Owosso upon checks, drafts, notes or instruments for deposit or collection made with the said Chemical Bank may be written or stamped endorsements of the City of Owosso without any designation of the person making such endorsements.
- FOURTH: that said Chemical Bank be promptly notified in writing by the City Clerk of the City of Owosso of any change in this resolution and that until it has actually received such notice in writing said Chemical Bank is authorized to act in pursuance of this resolution.
- FIFTH: that any of the above designated officers are hereby authorized to execute on behalf of the City signature cards, or other documents, containing the rules and regulations of the Bank and the conditions under which deposits are accepted, and to agree on behalf of this City to those rules, regulations, and conditions.
- SIXTH: it is further certified that this resolution is within the power of the City as provided in the Charter and Ordinances of this City.

**Owosso Bike Fest Permission.** Approve application of Rick Morris on behalf of the Westtown Corridor Improvement Authority for use of the parking lot and alley on the north side of the 800 block of West Main Street (Lot# 11) from 9:00am to 3:00pm on Sunday, August 9, 2015 for Owosso Bike Fest, waive the insurance requirement, and authorize Traffic Control Order No. 1333 formalizing the request.

**Gilbert Street Block Party Permission.** Consider authorization of the application of Jaimi Redmond, on behalf of the Gilbert Street block party group, for use of Gilbert Street from Oliver Street to Queen Street on August 29, 2015 from 2:00 p.m. to 11:00 p.m. for a block party, waive the insurance requirement, and approve Traffic Control Order No. 1334 formalizing the action.

**Bid Award – 2015 Double Chip Seal Program.** Approve bid award to Highway Maintenance and Construction Company for the 2015 Double Chip Seal Program in the amount of \$121,719.68 and authorize payment up to the contract amount upon satisfactory completion of the work or portion thereof as follows:

#### RESOLUTION NO. 65-2015

#### AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE 2015 DOUBLE CHIP SEAL PROGRAM WITH HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that improvement to the surface quality of various streets is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso sought bids to improve the surface of various streets as part of the 2015 Double Chip Seal Program; a bid was received from Highway Maintenance and Construction Company; and it is hereby determined that Highway Maintenance and Construction Company is qualified to provide such services and that it has submitted the 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 Highway Maintenance and Construction Company for the surface improvement of various streets as part of the 2015 Double Chip Seal Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the City of Owosso, Michigan and Highway Maintenance and Construction Company in the amount of \$121,719.68.
- THIRD: The accounts payable department is authorized to pay Highway Maintenance and Construction Company up to the contract amount upon satisfactory completion of the project or portion thereof.
- FOURTH: The above expenses shall be paid from the Major and Local Street Maintenance Fund.

**Bid Award - Quicklime.** Accept low bid from Graymont Western Lime Corporation for Quicklime in the amount of \$144.00 per ton, with an estimated annual contract of \$115,200.00 and authorize payment based on the bid unit prices for actual quantities required for the fiscal year ending June 30, 2016 as follows:

**RESOLUTION NO. 66-2015**  
**RESOLUTION AUTHORIZING THE EXECUTION**  
**OF A PURCHASE ORDER FOR**  
**QUICKLIME FOR WATER TREATMENT**  
**FOR FY 2015/16**  
**WITH GRAYMONT WESTERN LIME CORPORATION**

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

WHEREAS, the City of Owosso sought bids for quicklime; a bid was received from Graymont Western Lime Corporation; and it is hereby determined that Graymont Western Lime Corporation is qualified to provide such product and that it has submitted the lowest responsible and responsive bid;

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase quicklime from Graymont Western Lime Corporation in the amount of \$144 per ton for the city fiscal year 2015/2016 with an estimated total amount for the year of \$115,200.
- SECOND: The purchase agreement between the City and Graymont Western Lime Corporation shall be in the form of a City Purchase Order and bid documents.

THIRD: The above expenses shall be paid from the Water Fund following delivery.

**Bid Award – Class II Backfill Sand.** Accept low bid of Fuoss Gravel Company for Class II Backfill Sand in the amount of \$4.49 per ton for fiscal year ending June 30, 2016 and authorize payment in accordance with unit prices up to 2100 tons as follows:

**RESOLUTION NO. 67-2015**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
CLASS II BACKFILL SAND  
WITH FUOSS GRAVEL COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires backfill sand to fill underground trenches; and

WHEREAS, the city sought bids for Class II backfill sand for fiscal year 2015-2016 and two bids were received, with Fuoss Gravel Company being the lowest, and

WHEREAS, it is hereby determined that Fuoss Gravel Company is qualified to provide such product and that they have submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the 2015-2016 Sand Purchase bid to Fuoss Gravel Co. for \$4.49 per ton.
- SECOND: The purchase agreement between the City of Owosso, Michigan and Fuoss Gravel Company shall be in the form of a City Purchase Order and bid documents.
- THIRD: The accounts payable department is authorized to pay Fuoss Gravel Company in accordance with unit prices up to 2100 tons upon satisfactory delivery.
- FOURTH: The above expenses shall be paid from the Water Fund and Local and Major Street Fund.

**Bid Award – 22A Gravel.** Accept low bid of Fuoss Gravel Company for 22A gravel in the amount of \$8.49 per ton for the fiscal year ending June 30, 2016 and authorize payment in accordance with unit prices up to 1800 tons as follows:

**RESOLUTION NO. 68-2015**

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
22A GRAVEL  
WITH FUOSS GRAVEL COMPANY**

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires gravel to fill trenches and for alley maintenance, and

WHEREAS, the city sought bids for MDOT certified 22A gravel for fiscal year 2015-2016 and two bids were received, with Fuoss Gravel Company being the lowest, and

WHEREAS, it is hereby determined that Fuoss Gravel Company is qualified to provide such product and that they have submitted the lowest responsible and responsive bid; 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 2015-2016 Gravel Purchase bid to Fuoss Gravel Co. for \$8.49 per ton.

SECOND: The purchase agreement between the City of Owosso, Michigan and Fuoss Gravel Company shall be in the form of a City Purchase Order and bid documents.

THIRD: The accounts payable department is authorized to pay Fuoss Gravel Company in accordance with unit prices up to 1800 tons upon satisfactory delivery.

FOURTH: The above expenses shall be paid from the Water Fund and Local and Major Street Fund.

**Warrant No. 506.** Authorize Warrant No. 506 as follows:

Vendor	Description	Fund	Amount
Logicalis, Inc.	Network engineering support- June 2015	Various	\$10,192.00
William C. Brown, P.C.	Professional services- June 9, 2015 – July13, 2015	General	\$11,097.84
Waste Management	Landfill charges - June 16, 2015 – June 30, 2015	Streets/ WWTP	\$ 5,952.99

**Check Register - June 2015.** Affirm check disbursements totaling \$ 2,148,944.34 for the month of June 2015.

Motion supported by Councilperson Bailey.

Roll Call Vote.

AYES: Councilpersons Teich, Fox, Bailey, O'Leary, Mayor Pro-Tem Eveleth, Councilperson Greenway, and Mayor Frederick.

NAYS: None.

### **ITEMS OF BUSINESS**

#### **Property Return/Refund – 1281 Holly Court**

The owner of the noted property had approached the City about repurchasing his lot after it was determined he could not place the home he desired on the lot he purchased. A provision of the Osburn Lakes Condominium Bylaws affords the developer (the City in this case) the opportunity to buy back lots in the development if a home is not constructed within 18 months of sale.

Council conducted significant debate on the matter including in the discussion the realtors for both the buyer and the seller as well as a representative of the Osburn Lakes Homeowners Association. The buyer felt he had been misled because the seller did not make specific mention of the wetlands on the property prior to his purchase and those wetlands are the reason he is unable to build the home he wants. It was noted that vacant land requires no seller's disclosure and the buyer had received a copy of the Master Deed which contained specific information regarding the wetlands in the development.

Councilperson O'Leary expressed caution saying the City is a developer in name only and unless a clear hardship is documented then the Council could be going down a slippery slope in accepting the property back.

Councilperson Fox said he felt that the wetlands should have specifically been mentioned prior to the sale, that being said he felt that the wetlands on the lot may be overstated. He expressed concern that if the City refused to buy back the lot that any prospective buyers might be chased away.

Motion by Councilperson Fox to approve the resolution authorizing the buy-back of the property and direct staff to identify all wetlands in the development.

Mayor Frederick expressed his concern that Councilperson Fox was asking the City for more than is required from a typical property sale. He said he felt confident the established processes were properly executed and the buyer had a responsibility to do due diligence prior to purchase.

Councilperson Bailey expressed concern that buying back the lot would set a precedent that could be exploited in the future. She asked if there was another property of interest to the buyer, that maybe a trade could be coordinated. The buyer's realtor noted that the lot in question was the biggest lot available in the development and that the combination of two lots would still not provide enough depth for the home they wish to build.

The motion dies for lack of support.

Motion by Councilperson O'Leary to deny the return/refund of 1281 Holly Court and advise the owner to pursue a private sale.

Motion supported by Councilperson Teich.

Roll Call Vote.

AYES: Mayor Pro-Tem Eveleth, Councilpersons Teich, O'Leary, and Mayor Frederick.

NAYS: Councilpersons Fox, Bailey, and Greenway.

Mayor Frederick noted there may be other solutions for the situation and he welcomed further research into those options.

### **Future of Cable Access Channels**

City Clerk Amy K. Kirkland gave a brief history of the issue at hand saying the cable service provider (Charter) has to this point provided the means by which the City uses to deliver the signal for cable access channel 187 to the head end for distribution to cable customers. Charter notified the City a number of years ago they desired to reclaim the bandwidth consumed by the return path but would allow the City to continue to use the return path until such time as the City's use of the path negatively affected internet speeds for their customers. That time has now come and the City must decide how it would like to proceed. Ms. Kirkland outlined three options for the Council as noted in her memo dated July 16, 2015:

1. Create a new return path and resume present operation
2. Leave the cable television market and provide video-on-demand on the internet
3. Leave the cable television market and provide audio-on-demand on the internet

Lastly she provided an explanation of the franchise fee and the PEG fee that the City is allowed to levy as a part of its franchise agreement. Ms. Kirkland fielded a number of questions from Councilperson Fox regarding the fees.

Mayor Frederick noted that with the release of the return path he would like to see audio recordings of the meetings placed on the website. He also noted his desire to see a community based web channel.

Mayor Pro-Tem Eveleth inquired as to how long audio recordings should be posted to the website. City Clerk Kirkland recommended 90 days.

Motion by Mayor Pro-Tem Eveleth to authorize releasing the return path for Charter Communications cable access channel no. 187, ceasing cablecast operations starting August 1, 2015, and directing staff to post audio files of each Council meeting to the City's website for a period of 90 days.

## **RESOLUTION NO. 69-2015**

### **RELINQUISHING CABLE ACCESS RETURN PATH AND CEASING VIDEO OPERATIONS**

WHEREAS, the City of Owosso has two local access channels provided by Charter Communications; and

WHEREAS, one of these channels, current Charter channel 187, carries video programming submitted by local individuals; and

WHEREAS, the City utilizes a return path belonging to Charter Communications to deliver the signal for channel 187 to the head end for distribution into the cable system; and

WHEREAS, Charter Communications has provided this return path free of charge for many, many years and now requests the City cease use of the path so they might utilize it to serve their local customers; and

WHEREAS, Charter Communications is under no legal obligation to continue providing this path; and

WHEREAS, the City will not be able to broadcast on the local cable networks without significant financial investment in the creation of a new return path; and

WHEREAS, the City has seen a dramatic reduction in participation on channel 187, both in those providing programming and in those watching the channel; and

WHEREAS, the difficult economic conditions in which the City operates necessitates careful scrutiny of any and all expenditures, sometimes leading to cuts that are distasteful or touch our emotions; and

WHEREAS, there are less expensive options available to allow citizens to listen to recordings of City Council meetings.

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

FIRST: the return path currently utilized for Charter channel 187 will be vacated by the City of Owosso as of August 1, 2015.

SECOND: the broadcast originating from the City on Charter channel 187 will cease on the date noted above.

THIRD: the Mayor and City Clerk are hereby authorized to execute any documentation necessary to complete this transition.

FOURTH: the Mayor and City Clerk are further authorized to execute an agreement with Charter Communications reserving the right to request the use of channel 187 (or its successor) for public, education, and governmental purposes at any point in the future.

FIFTH: staff is directed to place an audio file of each City Council meeting on the City's website for a period of 90 days.

Motion supported by Councilperson O'Leary.

Councilperson Fox inquired whether the motion includes an agreement to re-establish the channel in the future if the City desires. It was indicated that the agreement in question is included in the resolution included in the packet. Councilperson Fox further inquired how much it would cost to re-establish the channel in the future. City Clerk Kirkland indicated that there was a cost analysis included in her memo. He had further questions regarding the current return path, replacement of the return path, the potential to stream video, and the purchase of video recording equipment.

Councilperson Bailey called the question.

Roll call vote to call the question.

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

NAYS: None.

Roll call vote on motion to approve resolution.

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

NAYS: None.

### **COMMUNICATIONS**

Charles P. Rau, Building Official. June 2015 Building Department Report.

Charles P. Rau, Building Official. June 2015 Code Violations Report.

Kevin D. Lenkart, Public Safety Director. June 2015 Police Report.

Kevin D. Lenkart, Public Safety Director. June 2015 Fire Report.

### **CITIZEN COMMENTS AND QUESTIONS**

Don Forster, 1221 Adams Street, asked all Council members to take the time to drive by Adams Park to view the new playscape installed as a part of Zak Matousek's Eagle Scout project. He said the park looks fantastic and the project was a great thing for the neighborhood. He also encouraged the City to facilitate more Eagle Scout projects.

Mike Rhode, local realtor, told Council that they were doing themselves an injustice by trying to function as developers for the Osburn Lakes condominium project.

Zack Rodriguez, 120 North Howell Street, said he felt that the zoning ordinance needed to be re-examined and clarified so that average folks can reference it and know what is expected of them.

Kori Shook, local realtor, took offense to an earlier comment alluding to the idea that she had been less than truthful in her sale of the property at 1281 Holly Court. She said she felt terrible that Mr. Rappuhn could not build the home he wants on the land that he purchased but it is neither her responsibility nor the City's to ensure the property meets the needs of the buyer.

Councilperson Teich sought clarification on the comment that characterized the lots at Osburn Lakes as being “unbuildable” due to their size. City Manager Crawford noted that the lots are buildable lots, they are just not large enough for the extra-large homes that people desire these days.

Councilperson O'Leary wanted to know if there was anything the City could do such as an auction or lottery to dispose of the vacant lots at Osburn Lakes and get out of the developer business.

Mayor Frederick noted that he does not like the idea of being the developer for the project but the City finds itself kind of stuck in the role.

Councilperson Fox said he was concerned about being able to sell the vacant lots in Osburn Lakes and said he wanted to explore the idea of amending the Master Deed at the next meeting.

Councilperson Greenway noted that several Historical Commission members and community members had recently teamed up to clean up the gardens at the Gould House.

### **NEXT MEETING**

Monday, August 03, 2015

### **BOARDS AND COMMISSIONS OPENINGS**

Historical Commission, term expires December 31, 2017  
Planning Commission (2), both terms expire June 30, 2016

### **ADJOURNMENT**

Motion by Mayor Pro-Tem Eveleth for adjournment at 8:43 p.m.

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

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Benjamin R. Frederick, Mayor

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Amy K. Kirkland, City Clerk



## MEMORANDUM

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

**DATE:** July 30, 2015  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Amy K. Kirkland, City Clerk  
**SUBJECT:** Ordinance amendment to bring the Code in line with the IPMC

### RECOMMENDATION:

I recommend setting a public hearing for August 17, 2015 to consider an amendment to Chapter 8, Buildings and Building Regulations, Article IX, *Numbering of Buildings*, to comply with the International Property Maintenance Code.

### BACKGROUND:

The City adopted the International Property Maintenance Code (IPMC) as the property maintenance code within the City limits. The IPMC provides regulations for a wide range of instances and it was recently discovered that the Article of the City Code dealing with the numbering of buildings was in conflict with the IPMC. At the time the IPMC was adopted the intention was to include language declaring all provisions in the Code that were in conflict with the IPMC to be repealed. Due to an oversight this language was not included in the ordinance amendment that adopted the IPMC. As such clarification of the issue with house numbers, in the form of an ordinance amendment, is necessary.

The language used in the IPMC is noted below:

**304.3 Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

### FISCAL IMPACTS:

N/A

Document originated by: Amy K. Kirkland

**RESOLUTION NO.**

**FIRST READING & SET PUBLIC HEARING FOR  
AN ORDINANCE AMENDING CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS,  
ARTICLE IX, NUMBERING OF BUILDINGS  
OF THE CITY OF OWOSSO CODE**

WHEREAS, the City of Owosso adopted the International Property Maintenance Code (IPMC) as the standard for property maintenance in the City limits; and

WHEREAS, a discrepancy regarding the numbering of buildings exists between the City of Owosso Code and the IPMC and must be resolved.

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

SECTION 1. AMENDMENT. That existing Article IX, *Numbering of Buildings*, of Chapter 8, Buildings and Building Regulations, be amended to read:

**ARTICLE IX. - NUMBERING OF BUILDINGS**

**Sec. 8-190. - Required.**

All buildings in the city shall bear a distinctive street number ~~on the front at or near the front entrance of the premises~~ **placed in a position to be plainly legible and visible from the street or road fronting the property** in accordance with and as designated upon the street plan map on file in the office of the city engineer.

(Ord. No. 409, § 1(4.77), 7-18-83; Ord. No. 724, § 3, 11-21-11)

**Sec. 8-191. - Specifications.**

The owners and occupants of all buildings in the city shall cause the correct numbers to be placed thereon in accordance with the street plan map. Such numbers shall be ~~not less than two (2) inches wide and three (3) inches high, shall be facing the street and adjacent to the principal entrance, and in such position as to be plainly visible from the street.~~ **a minimum of 4 inches high with a minimum stroke width of 0.5 inches, shall consist of Arabic numerals or alphabet letters, and shall contrast with their background as noted in the International Property Maintenance Code.**

(Ord. No. 409, § 1(4.78), 7-18-83; Ord. No. 724, § 3, 11-21-11)

**Secs. 8-192—8-199. - Reserved.**

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, August 17, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

SECTION 4. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.



## MEMORANDUM

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

**DATE:** July 30, 2015

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

**FROM:** Susan Montenegro, assistant city manager / community development director

**SUBJECT:** Proposed rezoning of the following addresses along the M-71 Corridor to reduce spot zoning and follow the future land use plan as outlined in the 2012 Master Plan.

### RECOMMENDATION:

The Planning Commission recommends zoning changes to the ordinance that would rezone the following addresses to reduce spot zoning, encourage economic growth and development along the M-71 Corridor, and bring the area into alignment with the 2012 Master Plan.

The addresses and recommended changes are:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
424 Maple	050-710-000-001-00	R-2	R-1
416 Maple	050-710-000-003-00	R-2	R-1
637 Corunna Ave	050-710-000-002-00	R-2	R-1
633 Corunna Ave	050-542-000-019-00	R-2	R-1
706 Corunna Ave	050-542-000-032-00	RM-1	B-4
625 Huron	050-542-000-022-00	I-2	I-1
460 E. Howard	050-680-003-004-00	R-2	I-1
452 E. Howard	050-680-003-003-00	R-2	I-1
446 E. Howard	050-680-003-002-00	R-2	I-1
440 E. Howard	050-680-003-001-00	R-2	I-1
Division Street	050-680-001-001-00	R-1	I-2
401 E. Howard	050-680-002-003-00	I-2	I-2
330 Howard	050-651-018-001-00	I-2	I-1
514 Division	050-651-018-003-00	I-2	I-1
515 S. Saginaw	050-651-018-004-00	I-2	I-1
509 S. Saginaw	050-651-018-002-00	I-2	I-1
S. Washington	050-651-000-005-00	I-2	I-1

### Classifications

R1 – One family residential  
 RM-1 Multiple-family residential  
 I1 – Light industrial

R2 – Two family residential  
 B4 – General business district  
 I2 – General industrial



**BACKGROUND:**

The Planning Commission continues to address areas of spot zoning within the city limits to correct the zoning and bring land use into conformity with the Master Plan.

**FISCAL IMPACTS:**

No fiscal impacts.

**RESOLUTION NO.**

**AN ORDINANCE AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES  
TO REZONE VARIOUS PARCELS OF REAL PROPERTY ALONG THE M-71 CORRIDOR  
AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso adopted a Master Plan in 2012 which includes a future land use plan;  
and

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

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

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

WHEREAS, the Planning Commission finds that the proposed rezonings meet the intent and criteria for a  
zoning amendment as it relates to the Master Plan and the Zoning Ordinance; and

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

<b>Parcel Address</b>	<b>Parcel Number</b>	<b>Current Zoning</b>	<b>Proposed Zoning</b>
424 Maple	050-710-000-001-00	R-2	R-1
416 Maple	050-710-000-003-00	R-2	R-1
637 Corunna Ave	050-710-000-002-00	R-2	R-1
633 Corunna Ave	050-542-000-019-00	R-2	R-1
706 Corunna Ave	050-542-000-032-00	RM-1	B-4
625 Huron	050-542-000-022-00	I-2	I-1
460 E. Howard	050-680-003-004-00	R-2	I-1
452 E. Howard	050-680-003-003-00	R-2	I-1
446 E. Howard	050-680-003-002-00	R-2	I-1
440 E. Howard	050-680-003-001-00	R-2	I-1
Division Street	050-680-001-001-00	R-1	I-2
401 E. Howard	050-680-002-003-00	I-2	I-2
330 Howard	050-651-018-001-00	I-2	I-1
514 Division	050-651-018-003-00	I-2	I-1
515 S. Saginaw	050-651-018-004-00	I-2	I-1
509 S. Saginaw	050-651-018-002-00	I-2	I-1
S. Washington	050-651-000-005-00	I-2	I-1

and

WHEREAS, the item must now be considered by the City Council and a public hearing by the Council is  
required before any such ordinance amendment can be acted upon.

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

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

<b>Parcel Address</b>	<b>Parcel Number</b>	<b>Current Zoning</b>	<b>Proposed Zoning</b>
424Maple	050-710-000-001-00	R-2	R-1
416 Maple	050-710-000-003-00	R-2	R-1
637 Corunna Ave	050-710-000-002-00	R-2	R-1
633 Corunna Ave	050-542-000-019-00	R-2	R-1
706 Corunna Ave	050-542-000-032-00	RM-1	B-4
625 Huron	050-542-000-022-00	I-2	I-1
460 E. Howard	050-680-003-004-00	R-2	I-1
452 E. Howard	050-680-003-003-00	R-2	I-1
446 E. Howard	050-680-003-002-00	R-2	I-1
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514 Division	050-651-018-003-00	I-2	I-1
515 S. Saginaw	050-651-018-004-00	I-2	I-1
509 S. Saginaw	050-651-018-002-00	I-2	I-1
S. Washington	050-651-000-005-00	I-2	I-1

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, August 17, 2015 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

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

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



## MEMORANDUM

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

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**DATE:** July 28, 2015  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Amy K. Kirkland, City Clerk  
**SUBJECT:** Correction to May 4, 2015 Minutes

### RECOMMENDATION:

I recommend Council approve correction of the May 4, 2015 City Council meeting minutes to reflect the fact that no citizen comments were received prior to or during the meeting in regard to the Public Hearing for the proposed amendment to the refuse collection ordinance.

### BACKGROUND:

In the course of searching for something else I noticed that the minutes documenting the public hearing for amendment of the refuse collection ordinance failed to note whether or not the City received any citizen comments regarding the matter. The receipt of citizen comment being the entire purpose behind holding a public hearing I feel it is important to correct the minutes to reflect any comments that were made, or that there were no comments at all. A search of the meeting records verified that no comments were received prior to or during the meeting, as such I am asking the Council to approve the correction noted in the attached excerpt.

### FISCAL IMPACTS:

None.

Document originated by: Amy K. Kirkland

## **ORDINANCE AMENDMENT - RESIDENTIAL REFUSE COLLECTION**

A public hearing was conducted to receive citizen comment regarding the proposed ordinance to amend Section 34-49, Refuse collection-Residential collection, of the Code of Ordinances of the City of Owosso to allow trash to be placed at the curb the night before scheduled trash collection.

City Manager Crawford explained that there is confusion with the current wording of the ordinance. Specifically, that garbage cannot be taken to the curb until the morning of pick up. A large percentage of people put the trash out the day before scheduled collections. He stated that there shouldn't be a problem if trash is put to the curb after 4:00 p.m. and garbage cans are not left at the curb for extended periods of time.

**There were no citizen comments regarding this ordinance amendment received prior to or during the meeting.**

Motion Councilperson Teich to amend Section 34-49, Refuse Collection-Residential Collection, to allow residents to place refuse curb-side no earlier than 4:00 pm the day before collection.

### **ORDINANCE NO. 765**

#### **AN ORDINANCE AMENDING SECTION 34-49, REFUSE COLLECTION-RESIDENTIAL COLLECTION, OF THE CODE OF ORDINANCES OF THE CITY OF OWOSSO, MICHIGAN PERTAINING TO PLACING OF REFUSE FOR COLLECTION**

WHEREAS, the Code of Ordinances of the City of Owosso, Michigan currently has rules and regulations applying to residential refuse collection requiring that refuse not be placed at curbside until the morning of collection; and

WHEREAS, the city desires to repeal that morning of collection provision to allow the placing of refuse at curbside the evening before collection.

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

SECTION 1. AMENDMENT. That Section 34-49(2) be amended to read as follows:

Sec. 34-49. - Refuse collection—Residential collection.

- (2) If curb side pick-up is selected by the resident, refuse is to be placed inside the curb so that the same shall not in any way be in the traffic portion of the street, and shall be placed inside the curb for pick-up on the morning no earlier than 4:00 p.m. the day before the day of collection in residential areas. Any containers belonging to the resident that are left at the curb after collection of refuse are to be removed to the back or side yard on or before 12:00 midnight, of the day of collection. Materials left at the curb for pick-up must be in city-approved containers. The responsibility of compliance with the provisions of this section shall be with the property owner or person placing refuse at the curb. Any violator of the provisions of this section will be immediately ticketed by the police department.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective May 25, 2015.

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.

Motion Supported by Pro-Tem Eveleth.

Roll Call Vote.

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

NAYS: None.



## MEMORANDUM

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

**DATE:** July 28, 2015  
**TO:** Mayor Frederick and the Owosso City Council  
**FROM:** Amy K. Kirkland, ccl  
**SUBJECT:** ADA Voting Booth Grant Agreement

### RECOMMENDATION:

I recommend Council approve a grant agreement with the Michigan Department of State for funds to reimburse the City for the purchase of 6 ADA-compliant voting booths as a part of the Voting Access for Individuals with Disabilities (VOTE) Program.

### BACKGROUND:

A portion of the funds set aside by the Help America Vote Act (HAVA) have been earmarked to assist municipalities ensure their polling locations are handicap accessible (VOTE Program). One aspect the VOTE Program will assist with is the purchase of handicap accessible voting booths. As you can imagine, the typical stand-up voting booths used in our precincts would not be able to accommodate a voter in a wheel chair. In order to accommodate these voters past practice has been to set up a small table with a cardboard screen in each precinct. While this method provides the required access for handicapped voters there is no lighting in the "booth" and it provides little in the way of dignity to those that must use it because of its cobbled nature. And with the State's recent push to ensure that handicapped voters are provided with accommodations of the same quality as that for other voters I am eager to take advantage of this opportunity. The VOTE Program has stepped in to facilitate the purchase of ADA-compliant voting booths by agreeing to reimburse municipalities for the purchase of one booth per precinct. Attached you will find a grant agreement detailing the reimbursement program.

### FISCAL IMPACTS:

The grant will cover the purchase of the booths themselves but will not cover shipping charges. The breakdown of costs is as follows:

VOTE Funds: \$1,290.00  
City Funds: \$ 91.63 (shipping total is approximate)

Document originated by: Amy K. Kirkland

**RESOLUTION NO.**

**AUTHORIZING A GRANT AGREEMENT WITH  
THE MICHIGAN DEPARTMENT OF STATE  
FOR VOTE PROGRAM FUNDS  
TO PURCHASE ADA-COMPLIANT VOTING BOOTHS**

WHEREAS, the City of Owosso is responsible for conducting elections in the City; and

WHEREAS, all eligible voters are encouraged to vote, no matter their physical ability or form of locomotion; and

WHEREAS, the City of Owosso has six election precincts voters use each election day and these precincts must be able to accommodate handicapped voters; and

WHEREAS, grant funds are available through the VOTE Program for the purchase of ADA-compliant voting booths and the City wishes to avail itself of this assistance.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to purchase six ADA-compliant voting booths from Election Source for use in the City's precincts.

SECOND: the Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Grant Agreement for Help America Vote Act Section 261 Financial Assistance Voting Access for Individuals with Disabilities Program for reimbursement of the purchase price of said booths.

THIRD: the Accounts Payable Department is authorized to pay Election Source \$1381.63 upon satisfactory receipt of the booths, with \$1,290.00 to be reimbursed by grant funding.

FOURTH: any remaining expense shall be paid from the Elections line item, 101-215-706000.



## Products

- Specials & New Products
- Voting Booths
- Security Seals
- Crowd Control
- Poll Master Voting Booths
- Ballot Bags and Boxes
- Forms & Envelopes
- Signs
- Voting System Supplies
- Precinct Storage & Carts
- Voter Accessibility
- Election Kits
- Precinct Kits
- Precinct Supplies
- Secrecy Sleeves
- School Election Kits
- Patriotic Supplies
- Union Election Voting Kits

## New Products

[Large Election Storage Cart](#)  
Not Rated

[Medium Election Storage Cart](#)  
Not Rated

[Extra Large Election Storage Cart](#)  
Not Rated

["Voter Access" Two Sided SG-101A2](#)  
\$60.00  
Not Rated  
[Add To Cart](#)

["Vote Here/Vote Aqui American Flag" Two Sided SG-203A2](#)  
\$60.00  
Not Rated  
[Add To Cart](#)

## ElectionSource Store – Order #1352

Your order details are shown below.

Order Status: Awaiting Payment  
Order Date: 17th Jul 2015 @ 11:16 AM  
Order Total: \$1,381.63 USD

### Billing Details

Amy Kirkland  
City of Owosso  
301 W. Main St  
Owosso, Michigan 48867  
United States

### Shipping Details

Amy Kirkland  
City of Owosso  
301 W. Main St  
Owosso, Michigan 48867  
United States

### Order #1352 Contained the Following Items:

Item Details	Price
<input type="checkbox"/> 6 x <u>Select Deluxe Voting Booth, With Handicap Legs &amp; LED Lights.</u>	\$1,290.00
Subtotal:	\$1,290.00
Shipping:	\$91.63
Grand Total:	\$1,381.63

[Reorder Selected](#)

## Your Order

[Print Invoice](#)

## Manage Your Account

[View Messages \(0\)](#)

[View Order Status](#)

[Completed Orders](#)

[Your Address Book](#)

[Wish Lists \(0\)](#)

[Your Account Details](#)

[Your Recent Items](#)



STATE OF MICHIGAN  
RUTH JOHNSON, SECRETARY OF STATE  
DEPARTMENT OF STATE  
LANSING

July 21, 2015

**STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF STATE  
AND  
CITY OF OWOSSO, SHIAWASSEE COUNTY  
GRANT AGREEMENT FOR  
HELP AMERICA VOTE ACT  
SECTION 261 FINANCIAL ASSISTANCE  
VOTING ACCESS FOR INDIVIDUALS  
WITH DISABILITIES (VOTE) PROGRAM**

**Definitions:**

**Authorized Purchase Plan:** Your "Authorized Purchase Plan" is the detailed listing of the Accessible Voting Booths you intend to purchase for each polling place location that have been authorized by the Department of State and the maximum grant award amount for each Accessible Voting Booth, based upon the information provided in your original Application.

**Project Period:** The Project Period is the date the Grant Agreement and Authorized Purchase Plan are signed by both the city or township and the Department of State through August 30, 2015. (All Accessible Voting Booths must be received and payment processed by August 30, 2015. The Grantee must request reimbursement from the Department by September 15, 2015.)

This Grant Agreement is between the Michigan Department of State ("Department") and **CITY OF OWOSSO, SHIAWASSEE COUNTY** ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of federal financial assistance provided to the State under the provisions of Title II, Section 261, of the Help America Vote Act (HAVA), CFDA 93.617. The Department also refers to this program as The Voting Access for Individuals with Disabilities (VOTE) Program.

The purpose of this grant is to set forth the requirements that must be met by each grantee seeking use of HAVA funding in order to make all polling places accessible to voters with the full range of disabilities as referenced under Section 261 of HAVA. This grant utilizes 100% federal funds and is contingent on the availability of federal funds and any necessary State appropriation. This grant is also contingent on the ability of the Department to obtain all required approvals, including approval by the State Administrative Board for grant awards that exceed \$250,000.

**1. General:**

The Grantee agrees to comply with all directives, guidelines and policy statements related to the Voting Access for Individuals with Disabilities (VOTE) Program issued by the Department to the Grantee during the grant period.

This is a State of Michigan Grant and is governed by the laws of the State of Michigan. Any dispute arising as a result of this grant shall be resolved in the State of Michigan.

**2. Project Period:**

The project period shall commence on the date of execution of this Agreement (once signed by both parties), and shall expire on August 30, 2015 except as provided in section 7(c). To receive reimbursement under this grant program, the Grantee must incur the expenditure by receiving the goods prior to the end of the project period.

**3. Authorized Amounts:**

The Grantee has applied for and has been awarded a grant in the amount of **\$1,290.00**. The purpose of this grant is to provide financial assistance to the Grantee for the purchase of Accessible Voting Booths needed under this program. The specific Accessible Voting Booths are outlined on the Authorized Purchase Plan, Attachment A. The Authorized Purchase Plan lists the number of authorized Accessible Voting Booths for each polling place, along with the authorized award amount for each booth. Reimbursement will be issued by polling place for the lesser of 1) the actual expenditures of all approved Accessible Voting Booths or 2) the amount awarded for all approved Accessible Voting Booths

The Grantee must verify, sign and return the final Authorized Purchase Plan (Attachment A) and this Grant Agreement to the Department before purchasing the Accessible Voting Booths. If the Grantee wants to purchase goods beyond those authorized in the Authorized Purchase Plan, it may do so at its sole expense.

**4. Payment Process:**

This grant program is reimbursement only. Authorized funds will be made payable directly to the Grantee. The Grantee is responsible for purchasing each Accessible Voting Booth. The Grantee shall request reimbursement from the Department on a reimbursement request form prescribed by the Department. The Grantee must submit all reimbursement requests to the Department by September 15, 2015. The Department may extend this date if the Grantee obtained an exception to the project period.

**5. Ownership:**

All Accessible Voting Booths purchased pursuant to this Grant Agreement are the property of the jurisdiction. The Grantee agrees to maintain records pertaining to this grant for a period of not less than six (6) years from the date of the Department's reimbursement to the Grantee.

**6. Managing Accessible Voting Booth Projects:**

The Grantee is the designated point of contact with regard to this grant award, Grant Agreement, Authorized Purchase Plan and funding related to this program. The Grantee has sole responsibility for overseeing contractual agreements with any vendor involved in the purchase of Accessible Voting Booths. The Grantee is responsible for maintaining any

and all vendor performance records, and has sole responsibility for verifying vendor compliance with all requirements of individual polling place improvements.

The Grantee is responsible for compliance with all local ordinances. The Grantee must agree to use the polling places receiving a grant award for Accessible Voting Booths for a minimum of three even-year November general election cycles that follow the receipt of payment(s), unless the building is rendered otherwise unusable.

#### **7. Changes/Modifications to Authorized Purchase Plan:**

The Grantee must obtain prior written approval from the Department whenever:

- a. A revision is needed which would result in the need for additional funds.
- b. Any changes or modification to the scope or objective of the project are needed, regardless of whether there is an associated need for additional funds.
- c. There is a need to extend the period of availability of funds.

#### **8. Procurement Process Requirements:**

The Grantee agrees to comply with all applicable Federal, State, and Local procurement laws, regulations, and directives. These directives include, but are not limited to, the following:

- a. To ensure that costs are reasonable, the Grantee must solicit competitive bids whenever possible. At least three competitive bids are required for all purchases over \$25,000. Bids must be obtained from independent third parties and the Grantee must avoid the appearance or occurrence of a conflict of interest.
- b. The Grantee may not procure services from businesses or individuals that are debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. The System for Award Management (<https://www.sam.gov/portal/public/SAM/#1>) can be accessed to search for businesses and individuals that are suspended or debarred.
- c. The Grantee must take appropriate affirmative action steps to support minority business firms, women's business enterprises, and labor surplus area firms and shall give preference in procurement to the purchase of specific products containing recycled materials (as identified in the guidelines published by the U.S. Environmental Protection Agency).
- d. To the fullest extent possible, all equipment and products purchased with these funds should be American made.
- e. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or partially by federal money, all grantees shall clearly state:
  - i. The percentage of the total costs of the program or projects that will be financed with federal money.
  - ii. The dollar amount of federal funds for the project or program, and
  - iii. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

#### **9. Other Federal Compliance Requirements:**

The Grantee hereby certifies compliance with the following: all regulations, policies, guidelines and requirements imposed by the United States Department of Health and Human Services; and all legal and administrative requirements as they relate to the agreement; acceptance and use of funds for this federally funded grant.

The signature on this Grant Agreement by the grantee's authorized official attests to the intent of the Grantee to comply with the following certifications:

- (1) Certification Regarding Drug-Free Work Place (45 CFR part 76) (Attachment B-1)
- (2) Debarment Certification (45 CFR 76) (Attachment B-2)
- (3) Environmental Tobacco Smoke (Attachment B-3)
- (4) Certification Regarding Lobbying (Attachment B-4)
- (5) Assurances-Construction Programs (Attachment B-5)

Additional requirements include, but are not limited to:

- a. OMB Circular A-87 "Cost Principles for State and Local Governments." This circular outlines the cost principles to be employed by State and Local Governments.
- b. OMB Circular A-102 "Grants and Cooperative Agreements With State and Local Governments." This circular outlines the administrative requirements for State and Local Governments.
- c. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." This circular outlines the audit requirements for State and Local Governments.

These circulars can be obtained from the United States Office of Management and Budget's website at:

[http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html)

#### **10. Financial Records:**

The Grantee shall retain for inspection and audit all books, accounts, reports, files and other records relating to the bidding and performance of this agreement for a period of not less than six (6) years after final reimbursement of this grant.

This documentation shall be available and produced for inspection and audit when required by the Department.

The Grantee shall return to the Department, within thirty (30) days of written request by the Department, all funds received which are not supported by audit or other State or Federal review of documentation maintained by the Grantee.

#### **11. Indemnification:**

To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Department, the State of Michigan, and their agents, officers and employees, from and against any and all lawsuits, liabilities, damages, and claims or other proceedings brought by any third party (including but not limited to employees of the Department, the State of Michigan, and the Grantee), and any and all related costs and expenses (including reasonable attorneys' fees and disbursements and the costs of investigation, settlement, judgments, interest, and penalties) arising from or in connection with any of the activities to be carried out by the Grantee in the performance of this Agreement.

The duty to indemnify as set forth in this section will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions occurring prior to expiration or termination.

**12. Administration of Agreement:**

The Grant Administrator on behalf of the Department will be:

David Foster, Elections Specialist  
Bureau of Elections  
PO Box 20126  
Lansing, MI 48901-0726  
Telephone: (517) 335-2795  
E-mail: [FosterD2@Michigan.gov](mailto:FosterD2@Michigan.gov)

All questions, comments, and correspondence regarding this grant must be submitted in writing to the Grant Administrator.

**13. Special Certification/Signature:**

The following signatory certifies that the person signing is authorized to sign and bind the Grantee to this grant agreement. Further, the person signing has reviewed and agrees to the above conditions and has personally examined and is familiar with the information submitted herein. Furthermore, the signatory represents and agrees to the terms and conditions in this grant agreement and the requirements of the Help America Vote Act, under which this grant has been submitted.

**For the City/Township:**

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Name (print)	Title (Print)
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Signature	Date
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Name (print)	Title (print)
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Signature	Date
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**For the State of Michigan, Department of State:**

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Cindy Paradine	Director, Office of Financial Services
Name (print)	Title

---

Signature	Date
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July 16, 2015

### Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, September 16-18, 2015. The League's "Annual Meeting" is scheduled for 12:00 pm on Thursday, September 17 in the West Bay Ballroom Dome at the Park Place Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.  
In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.  
  
B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)  
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 17, 2015.
3. Other Business. To transact such other business as may properly come before the meeting.

### Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 21, 2015.

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **August 17, 2015**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

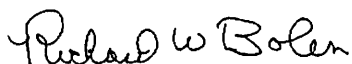
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

### 3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed *Resolutions* recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, September 16 in the Corner Loft in downtown Traverse City for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Richard Bolen  
President  
Mayor Pro Tem of Wakefield



Daniel P. Gilmartin  
Executive Director & CEO





## **MEMORANDUM**

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

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**DATE:** July 30, 2015

**TO:** City Council

**FROM:** Susan Montenegro, assistant city manager / community development director

**SUBJECT:** Participation in the Michigan Economic Development Corporation (MEDC) Redevelopment Ready Communities (RRC) program.

### **RECOMMENDATION:**

Staff recommends that the city of Owosso participate in the MEDC's RRC program.

### **BACKGROUND:**

The RRC program is a statewide program that certifies Michigan communities who actively engage stakeholders and plan for the future. An RRC certification signals to business owners, developers and investors that the community has removed development barriers by building deliberate, fair and consistent processes. Communities that participate in the RRC program undergo a rigorous assessment to determine areas of strength and weakness and how the community can improve. In essence, RRC is a way to benchmark where a community is currently by measuring against best practices already established by the MEDC. Each best practice addresses certain key elements of community and economic development.

### **FISCAL IMPACTS:**

n/a

Document originated by: Susan Montenegro

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE CITY OF OWOSSO TO  
PARTICIPATE IN THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC)  
REDEVELOPMENT READY COMMUNITIES PROGRAM**

**WHEREAS**, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) program to empower communities to shape their future and maximize economic potential; and

**WHEREAS**, RRC is a program that provides technical assistance to and certifies Michigan communities who actively engage stakeholders and plan deliberate, fair and consistent processes; and

**WHEREAS**, the city of Owosso recognizes the value of the RRC program and the importance of aligning our community's readiness for new development and redevelopment of existing properties; and

**WHEREAS**, the RRC program includes evaluating and strengthening the development-related partnerships between the city council and stakeholder organizations such as: the MEDC, Owosso Main Street (OMS), and Owosso planning commission (PC); and

**WHEREAS**, the Owosso city council is willing to commit to improving its redevelopment readiness by agreeing to undergo a rigorous assessment of its regulations and processes for addressing economic development opportunities; and

**WHEREAS**, the Owosso city council is willing to participate in the MEDC Redevelopment Ready Communities Program, including increased interaction and partnership with the MEDC, OMS, and PC.

**WHEREAS**, the RRC Certification Program will make Michigan more competitive, which will help local communities to attract more businesses and talent and create local jobs.

**NOW, THEREFORE, IT IS RESOLVED**, the city of Owosso hereby commits to RRC's Best Practices with hopes of being awarded RRC Certification.



## **MEMORANDUM**

---

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

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**DATE:** August 3, 2015  
**TO:** Owosso City Council  
**FROM:** Mark Sedlak, Director of Public Services  
**SUBJECT:** Westtown Parking Lot

### **RECOMMENDATION:**

I find the cost reasonable and recommend accepting the bid from Sumbera Excavating, Inc. and approve a contract to them in the amount of \$40,429.68.

### **BACKGROUND:**

The city purchased the property located at 111 S. Lansing Street and prepared the site for a proposed parking lot. The city received bids on July 23, 2015 for paving of the lot. The bid request was for an asphalt pavement with concrete alternative. After comparing bid alternatives, the bid from Sumbera Excavating, Inc., with the concrete alternative, in the amount of \$40,429.68 is determined to be the lowest and most responsive bid. A tabulation of bids received is included for your consideration.

### **FISCAL IMPACTS:**

The project is funded by General Fund Account No.101-585-974.000 WESTOWNLOT.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
SUMBERA EXCAVATING, INC. FOR  
THE CONSTRUCTION OF WESTOWN PARKING LOT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to erect a parking facility servicing the businesses along the south side of west Main Street; and

WHEREAS, the city recommends that a parking facility be constructed on the property previously known as 111 South Lansing Street, and hereon to be referred to as the Westown Parking Lot.

WHEREAS, the city of Owosso sought bids to construct the Westown Parking Lot, and a bid was received from Sumbera Excavating, Inc. and it is hereby determined that Sumbera Excavating, Inc. is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Sumbera Excavating, Inc. for construction of the Westown Parking Lot.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services Between the city of Owosso, Michigan and Sumbera Excavating, Inc. in the amount of \$40,429.68.
- THIRD: The accounts payable department is authorized to pay Sumbera Excavating, Inc. for work satisfactorily completed on the project up to the bid amount.
- FOURTH: The above expenses shall be paid from the General Fund Account No. 101-585-974.000 WESTOWNLOT.

**EXHIBIT A**

**Contract for Services Between**

**The City of Owosso**

**and**

**Sumbera Excavating, Inc.**

**Westown Parking Lot Construction**

**July 2015**

## **CONTRACT**

THIS AGREEMENT is made on July \_\_\_\_, 2015 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and SUMBERA EXCAVATING, INC. ("contractor"), a Michigan company, whose address is 6490 McBride Road, Owosso, Michigan 48867.

Based upon the mutual promises below, the contractor and the city agree as follows:

### **ARTICLE I - Scope of work**

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "WESTOWN PARKING LOT CONSTRUCTION", in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid forms
- Bid pages
- Contract and exhibits
- Bonds
- General conditions
- Standard specifications
- Detailed specifications

### **ARTICLE II - The Contract Sum**

(A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed forty thousand four hundred twenty-nine dollars and sixty-eight cents dollars (\$40,429.68). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

### **ARTICLE III – Assignment**

This contract may not be assigned or subcontracted without the written consent of the city.

### **ARTICLE IV - Choice of law**

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

### **ARTICLE V - Relationship of the parties**

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

**ARTICLE VI – Notice**

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

**ARTICLE VII - Indemnification**

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

**ARTICLE VIII - Entire agreement**

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR

By \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

THE CITY OF OWOSSO

By \_\_\_\_\_

Its: Benjamin R. Frederick, Mayor

Date:

By \_\_\_\_\_

Its: Amy K. Kirkland, City Clerk

Date:

## CITY OF OWOSSO BID TABULATION SHEET

DATE 7/23/2015DEPT. DPWSUBJECT: WESTTOWN PARKING LOT

				CENTRAL EXCAVATING LLC		GREAT LAKES FUSION LLC		LAUX CONSTRUCTION	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2	EA	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00	\$ 275.00	\$ 550.00
2	EXCAVATION, EARTH	380	CYD	\$ 10.50	\$ 3,990.00	\$ 12.00	\$ 4,560.00	\$ 19.81	\$ 7,527.80
3	SAWCUTTING	80	LFT	\$ 4.25	\$ 340.00	\$ 5.00	\$ 400.00	\$ 3.30	\$ 264.00
4	PAVT, REM, MODIFIED	10	SYD	\$ 18.00	\$ 180.00	\$ 20.00	\$ 200.00	\$ 57.75	\$ 577.50
5	SIDEWALK, REM	282	SFT	\$ 2.00	\$ 564.00	\$ 2.50	\$ 705.00	\$ 1.88	\$ 530.16
6	CURB & GUTTER, REM	72	LFT	\$ 4.00	\$ 288.00	\$ 10.00	\$ 720.00	\$ 13.13	\$ 945.36
7	SUBGRADE UNDERCUTTING, TYPE II	20	CYD	\$ 32.00	\$ 640.00	\$ 9.50	\$ 190.00	\$ 46.31	\$ 926.20
8	TRIMMING & FINISHING EARTH GRAD	1.08	STA	\$ 16,300.00	\$ 17,604.00	\$ 1,800.00	\$ 1,944.00	\$ 6,824.00	\$ 7,369.92
9	DRAINAGE STRUCTURE, 24" CBASIN	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 1,150.00	\$ 1,150.00	\$ 1,606.00	\$ 1,606.00
10	DR STRUCTURE COVER, EJ1060, 2M SEWER, STORM, 6", SDR-26 SPECIAL TRENCH DETAIL	1	EA	\$ 500.00	\$ 500.00	\$ 585.00	\$ 585.00	\$ 539.00	\$ 539.00
11	DRIVEWAY, NONREINF CONC, 6"	67	LFT	\$ 50.00	\$ 3,350.00	\$ 20.00	\$ 1,340.00	\$ 47.55	\$ 3,185.85
12	SIDEWALK, CONC, 4 INCH	30	SYD	\$ 60.93	\$ 1,827.90	\$ 36.29	\$ 1,088.70	\$ 39.88	\$ 1,196.40
13	SIDEWALK, CONC, 6 INCH	176	SFT	\$ 5.75	\$ 1,012.00	\$ 3.60	\$ 633.60	\$ 4.40	\$ 774.40
14	SIDEWALK RAMP, CONC, 7 INCH	112	SFT	\$ 6.77	\$ 758.24	\$ 4.20	\$ 470.40	\$ 4.95	\$ 554.40
15	GRANULAR MATERIAL, CLASS II, LM	32	SFT	\$ 7.80	\$ 249.60	\$ 4.74	\$ 151.68	\$ 5.78	\$ 184.96
16	CURB & GUTTER, DET F-2, MOD	25	CYD	\$ 10.50	\$ 262.50	\$ 8.00	\$ 200.00	\$ 18.41	\$ 460.25
17	CURB & GUTTER, DET F-4, MOD	315	LFT	\$ 28.71	\$ 9,043.65	\$ 17.81	\$ 5,610.15	\$ 23.65	\$ 7,449.75
18	CONC PAVT, NONREINF, 7 INCH	70	LFT	\$ 24.13	\$ 1,689.10	\$ 19.80	\$ 1,386.00	\$ 25.60	\$ 1,792.00
19	GEOTEXTILE SEPARATOR	55	SFT	\$ 7.80	\$ 429.00	\$ 4.74	\$ 260.70	\$ 5.78	\$ 317.90
20	AGGREGATE BASE, 6 INCH, MOD	604	SYD	\$ 3.50	\$ 2,114.00	\$ 4.02	\$ 2,428.08	\$ 2.46	\$ 1,485.84
21	HMA, 13A	604	SYD	\$ 5.60	\$ 3,382.40	\$ 45.81	\$ 27,669.24	\$ 11.64	\$ 7,030.56
22	HMA, 36A	90	TON	\$ 96.60	\$ 8,694.00	\$ 114.60	\$ 10,314.00	\$ 132.00	\$ 11,880.00
23	HAND PATCHING	55	TON	\$ 101.85	\$ 5,601.75	\$ 162.00	\$ 8,910.00	\$ 120.00	\$ 6,600.00
24	LAWN RESTORATION	3	TON	\$ 133.35	\$ 400.05	\$ 162.00	\$ 486.00	\$ 183.67	\$ 551.01
25		142	SYD	\$ 4.00	\$ 568.00	\$ 40.26	\$ 5,716.92	\$ 5.50	\$ 781.00
TOTAL BID									

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:



## CITY OF OWOSSO BID TABULATION SHEET

DATE 7/23/15DEPT. DPWSUBJECT: WESTTOWN PARKING LOT-PAGE 2

				CENTRAL EXCAVATING LLC CONTINUED		GREAT LAKES FUSION LLC CONTINUED		LAUX CONSTRUCTION CONTINUED	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
26	TRAFFIC CONTROL	1	LSUM	\$ 3,000.000	\$ 3,000.00	\$ 1,000.000	\$ 1,000.00	\$ 792.000	\$ 792.00
	BASE BID TOTAL				\$ 68,138.19		\$ 78,319.47	GEN. CONDITION	\$ 19,595.00
	ALTERNATE BID								\$ 85,467.26
DEDUCT	AGGREGATE BASE, 6" MODIFIED	604	SYD	\$ (5.60)	(\$3,382.40)	\$ (45.81)	(\$27,669.24)	\$ (11.64)	\$ (7,030.56)
ADD	AGGREGATE BASE, 4" MODIFIED	604	SYD	\$ 4.60	\$ 2,778.40	\$ 37.53	\$ 22,668.12	\$ 8.25	\$ 4,983.00
DEDUCT	HMA, 13A	90	TON	\$ (96.60)	(\$8,694.00)	\$ (114.60)	(\$10,314.00)	\$ (132.00)	\$ (11,880.00)
DEDUCT	HMA, 36A	55	TON	\$ (101.85)	(\$5,601.75)	\$ (162.00)	(\$8,910.00)	\$ (120.00)	\$ (6,600.00)
ADD	CONC PAVT, NONREINF, 6 INCH	604	SYD	\$ 51.93	\$ 31,365.72	\$ 35.10	\$ 21,200.40	\$ 39.88	\$ 24,087.52
	ALTERNATE BID TOTAL				\$16,465.97		(\$3,024.72)		\$ 3,559.96
TOTAL BID				\$	84,604.16	\$	75,294.75	\$	89,027.22
TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:				\$	87,104.16	\$	77,794.75	\$	91,527.22

## CITY OF OWOSSO BID TABULATION SHEET

DATE 7/23/2015DEPT. DPWSUBJECT: WESTTOWN PARKING LOT

				OAK CONSTRUCTION		SUMBERA EXCAVATING		WOODHULL CONSTRUCTION	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	EROSION CONTROL, INLET PROTECTION, FABRIC DROP	2	EA	\$ 75.000	\$ 150.00	\$ 50.000	\$ 100.00	\$ 200.000	\$ 400.00
2	EXCAVATION, EARTH	380	CYD	\$ 30.00	\$ 11,400.00	\$ 9.00	\$ 3,420.00	\$ 20.00	\$ 7,600.00
3	SAWCUTTING	80	LFT	\$ 3.00	\$ 240.00	\$ 3.00	\$ 240.00	\$ 4.20	\$ 336.00
4	PAVT, REM, MODIFIED	10	SYD	\$ 15.00	\$ 150.00	\$ 4.50	\$ 45.00	\$ 60.00	\$ 600.00
5	SIDEWALK, REM	282	SFT	\$ 1.00	\$ 282.00	\$ 1.00	\$ 282.00	\$ 2.60	\$ 733.20
6	CURB & GUTTER, REM	72	LFT	\$ 15.00	\$ 1,080.00	\$ 9.00	\$ 648.00	\$ 13.00	\$ 936.00
7	SUBGRADE UNDERCUTTING, TYPE II	20	CYD	\$ 100.00	\$ 2,000.00	\$ 20.00	\$ 400.00	\$ 63.00	\$ 1,260.00
8	TRIMMING & FINISHING EARTH GRAD	1.08	STA	\$ 3,000.00	\$ 3,240.00	\$ 370.00	\$ 399.60	\$ 2,975.00	\$ 3,213.00
9	DRAINAGE STRUCTURE, 24" CBASIN	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 625.00	\$ 625.00	\$ 1,500.00	\$ 1,500.00
10	DR STRUCTURE COVER, EJ1060, 2M SEWER, STORM, 6", SDR-26 SPECIAL	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 625.00	\$ 625.00	\$ 825.00	\$ 825.00
11	TRENCH DETAIL	67	LFT	\$ 40.00	\$ 2,680.00	\$ 23.00	\$ 1,541.00	\$ 65.00	\$ 4,355.00
12	DRIVEWAY, NONREINF CONC, 6"	30	SYD	\$ 60.00	\$ 1,800.00	\$ 30.25	\$ 907.50	\$ 63.00	\$ 1,890.00
13	SIDEWALK, CONC, 4 INCH	176	SFT	\$ 4.00	\$ 704.00	\$ 3.00	\$ 528.00	\$ 5.75	\$ 1,012.00
14	SIDEWALK, CONC, 6 INCH	112	SFT	\$ 5.00	\$ 560.00	\$ 3.50	\$ 392.00	\$ 6.40	\$ 716.80
15	SIDEWALK RAMP, CONC, 7 INCH	32	SFT	\$ 6.00	\$ 192.00	\$ 3.95	\$ 126.40	\$ 20.00	\$ 640.00
16	GRANULAR MATERIAL, CLASS II, LM	25	CYD	\$ 40.00	\$ 1,000.00	\$ 7.25	\$ 181.25	\$ 14.00	\$ 350.00
17	CURB & GUTTER, DET F-2, MOD	315	LFT	\$ 18.00	\$ 5,670.00	\$ 14.50	\$ 4,567.50	\$ 22.50	\$ 7,087.50
18	CURB & GUTTER, DET F-4, MOD	70	LFT	\$ 20.00	\$ 1,400.00	\$ 16.50	\$ 1,155.00	\$ 24.00	\$ 1,680.00
19	CONC PAVT, NONREINF, 7 INCH	55	SFT	\$ 7.00	\$ 385.00	\$ 3.95	\$ 217.25	\$ 8.00	\$ 440.00
20	GEOTEXTILE SEPARATOR	604	SYD	\$ 10.00	\$ 6,040.00	\$ 2.00	\$ 1,208.00	\$ 3.75	\$ 2,265.00
21	AGGREGATE BASE, 6 INCH, MOD	604	SYD	\$ 15.00	\$ 9,060.00	\$ 8.54	\$ 5,158.16	\$ 9.50	\$ 5,738.00
22	HMA, 13A	90	TON	\$ 175.00	\$ 15,750.00	\$ 100.00	\$ 9,000.00	\$ 105.00	\$ 9,450.00
23	HMA, 36A	55	TON	\$ 225.00	\$ 12,375.00	\$ 96.00	\$ 5,280.00	\$ 110.00	\$ 6,050.00
24	HAND PATCHING	3	TON	\$ 400.00	\$ 1,200.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00
25	LAWN RESTORATION	142	SYD	\$ 5.00	\$ 710.00	\$ 7.25	\$ 1,029.50	\$ 13.00	\$ 1,846.00
TOTAL BID									

TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:

DEPT.

HEAD:

PURCH.

AGENT:

STAFF

REC.:

GENERAL LIABILITY INSURANCE

EXPIRATION DATE:

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE:

SOLE PROPRIETORSHIP

EXPIRATION DATE:

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:

## CITY OF OWOSSO BID TABULATION SHEET

DATE 7/23/2015DEPT. DPWSUBJECT: WESTTOWN PARKING LOT-PG 2

				OAK CONSTRUCTION CONTINUED		SUMBERA EXCAVATING CONTINUED		WOODHULL CONSTRUCTION CONTINUED	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
26	TRAFFIC CONTROL	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 400.00	\$ 400.00	\$ 6,650.00	\$ 6,650.00
	BASE BID TOTAL				\$ 85,568.00		\$ 38,776.16		\$ 68,023.50
	ALTERNATE BID								
DEDUCT	AGGREGATE BASE, 6" MODIFIED	604	SYD	\$ (12.00)	(\$7,248.00)	\$ (8.54)	(\$5,158.16)	\$ (9.47)	(\$5,719.88)
ADD	AGGREGATE BASE, 4" MODIFIED	604	SYD	\$ 12.00	\$ 7,248.00	\$ 5.67	\$ 3,424.68	\$ 9.47	\$ 5,719.88
DEDUCT	HMA, 13A	90	TON	\$ (150.00)	(\$13,500.00)	\$ (100.00)	(\$9,000.00)	\$ (92.00)	(\$8,280.00)
DEDUCT	HMA, 36A	55	TON	\$ (200.00)	(\$11,000.00)	\$ (96.00)	(\$5,280.00)	\$ (97.00)	(\$5,335.00)
ADD	CONC PAVT, NONREINF, 6 INCH	604	SYD	\$ 45.00	\$ 27,180.00	\$ 29.25	\$ 17,667.00	\$ 45.00	\$ 27,180.00
	ALTERNATE BID TOTAL				\$2,680.00		\$1,653.52		\$ 13,565.00
TOTAL BID				\$	88,248.00	\$	40,429.68	\$	81,588.50
TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:				\$	90,748.00	\$	40,429.68	\$	84,088.50



## MEMORANDUM

301 W. MAIN - OWOSSO, MICHIGAN 48867-2958 - [WWW.CI.OWOSSO.MI.US](http://WWW.CI.OWOSSO.MI.US)

**DATE:** July 30, 2015  
**TO:** City Council  
**FROM:** Donald D. Crawford, city manager  
**SUBJECT:** Sale and lease of property at southwest corner of Bradley and Curwood Castle Drive.

### RECOMMENDATION:

Consider whether to sell a 20 foot by 122 foot parcel of property to Elaine M. Greenway. If the decision is to sell, the 21-day required posting would be made.

### BACKGROUND:

The city of Owosso purchased Lot 3 of Block 9 of Lucy L. Comstock's Addition containing a dwelling in 1989 along with other properties. The acquisition costs were paid off through rents and land contracts. The remaining dwelling on this lot was demolished in 2011 at a cost of \$5,300. The lot is zoned B-1.

The property has been leased on a month-to-month basis to John and Elaine Greenway in return for maintenance.

Elaine Greenway approached the city about purchasing all or part of the property which would then become part of her adjacent property. Upon examination, selling a portion or the entire lot would have an impact upon the 2014 parking lot proposal. Selling 20 feet along the southern border would eliminate 11 potential parking spaces, which under the 2014 plan would have been grassed overflow parking. The sale of the entire lot would eliminate the potential for 29 parking spaces and would make the remainder of the lot unbuildable by itself.

The sale of 20 feet would likely never be included in a future parking lot. Based upon the current zoning the city assessor places the value at \$4,710. For a parcel measuring 20 feet by 122 feet (2,440 square feet) the assessment is based upon \$1.93 a square foot.

The remainder of the lot which would likely be part of a future parking lot could continue to be leased on a month-to-month or even a longer term under which the leasing party would be responsible for maintaining the lot (mowing, snow removal from sidewalks, picking up trash, etc.) thus relieving the city of the responsibility.

### FISCAL IMPACTS:

If the 20' section of property is sold the city would receive \$4,710 less closing costs and the property would be placed on the tax roll. If both the 20' section is sold and the remainder of the property leased, the city would be relieved of maintenance costs as well.

**RESOLUTION NO.**

**AUTHORIZING 21-DAY POSTING OF  
PURCHASE AGREEMENT FOR THE SALE OF  
A PORTION OF THE CITY-OWNED PARCEL AT 415 BRADLEY STREET**

WHEREAS, the City owns the vacant parcel commonly known as 415 Bradley Street and described as follows;

LOT 3, BLOCK 9 OF LUCY L. COMSTOCK'S ADDITION; and

WHEREAS, the parcel is vacant and serves no named purpose at this time; and

WHEREAS, the land is strategically placed and could be developed as a parking resource in the future; and

WHEREAS, Elaine M. Greenway has approached the City offering to purchase a portion of the parcel, described as follows, for a reasonable price;

THE SOUTH 20' OF LOT 3, BLOCK 9 OF LUCY L. COMSTOCK'S ADDITION; and

WHEREAS, the value of the land in question has been determined according to the city's Property Sale Policy; and

WHEREAS, the City Charter requires a 21-day posting period prior to the sale of any City-owned property to allow for public comment and other potential offers.

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

FIRST: the purchase agreement for the property described above be posted for a 21-day period to allow for citizen comment and other offers.

SECOND: the proposed agreement be returned to council at the meeting of Tuesday, September 8, 2015 for potential final disposition.

## **AGREEMENT FOR PURCHASE OF REAL ESTATE**

THE PURCHASER, Elaine N. Greenway, hereby offer and agree to purchase, and the SELLER, the City of Owosso, a Michigan Municipal Corporation, hereby agrees to sell, land situated in the City of Owosso, Shiawassee County, Michigan upon the following terms and conditions.

WHEREAS Purchaser offered and wishes to purchase certain property from Seller and Seller wishes to sell the same:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PROPERTY DESCRIPTION:** A parcel of land, together with all buildings, structures, rights, easements and appurtenances pertaining thereto and all improvements, trees, bushes, landscaping and foliage thereon, (the "Property"). The legal description of the parcel is as follows:

### **ATTACHED AS EXHIBIT A**

2. **PURCHASE PRICE:** Purchaser shall pay therefore the sum of Four Thousand Seven Hundred and No/100 (\$7,700.00) Dollars (the "Purchase Price").

3. **DEPOSIT:** Purchaser herewith deposits with Seller the sum of Seven Hundred Seventy and No/ 100 (\$7,700.00) Dollars, as a deposit which shall be applied to the purchase price at closing.

4. **METHOD OF CLOSING:** The sale shall be consummated by the delivery of a Warranty Deed conveying fee simple marketable title with the balance of the purchase price to be paid in cash or by certified check at the time of closing. Consummation of this Agreement is subject to the approval of the Owosso City Council.

5. **TAXES:** All taxes and assessments due as of the closing date, including but not limited to any and all special assessments, even if payable in installments after closing, which have become a lien upon the land, whether recorded or unrecorded, at the date of this agreement shall be paid by the Seller. Purchaser shall pay all taxes and special assessments assessed after the closing date.

6. **CLOSING FEES:** Any closing fees charged for services rendered by an escrow company shall be divided equally between Purchaser and Seller except where the payment of same shall be prohibited by law.

7. **CONDITIONS PRECEDENT.** Purchaser's and Seller's obligations under this Agreement are conditioned upon the satisfaction of each of the following conditions:

- (i) Purchaser, in Purchaser's sole discretion, obtaining a Survey, surveyor's report and surveyor's certificate.
- (ii) Purchaser are buying the property on an "as is" basis.
- (iii) Approval of the purchase by the Owosso City Council.

The above duties and terms shall survive the closing.

- (iii) If Purchaser and Seller fail to satisfy or be satisfied with any one or more of the contingencies set forth above, or if Purchaser determine, at Purchaser's sole and absolute discretion, or for any reason whatsoever, to terminate this Agreement, within the inspection and approval period as defined in paragraph 9, below, then Purchaser may, on or before expiration of the inspection and approval period, as defined in paragraph 9, below, terminate this Agreement by giving written notice thereof to Seller, and this Agreement shall be deemed to be null and void and of no further force or effect, and Purchaser and Seller shall have no further rights, obligations, or liabilities under this Agreement.

8. INSPECTION: Purchaser and their employees, agents, and representatives shall at all times before Closing, have the privilege, opportunity, and right to enter upon the Property to inspect, examine, and perform surveys, soil tests, borings, structural analysis and tests, and any other tests needed to determine structural surface, subsurface, and topographic conditions of the Property, or for any other reasons deemed necessary by Purchaser for the satisfaction of the conditions set forth in paragraph 7, above. Provided, however, that Purchaser, their employees, agents and representatives shall indemnify and defend Seller from any claims arising from their activities on the property relating to this right of inspection and shall return the property to its original condition.

9. INSPECTION AND APPROVAL PERIOD: From the Effective Date, Purchaser shall have until the closing date (the "Inspection and Approval Period") to inspect the Property in the manner set forth in paragraph 8 above; and to obtain such other studies, tests, determinations, assessments and approvals, including but not limited to structural testing and inspection, site plan approval, easements, licenses, variances, curb cuts, and as otherwise set forth in paragraph 7, above, and any other determinations, assessments and approvals that are necessary to permit Purchaser's intended use of the Property, as deemed in Purchaser's sole discretion. Any delay by Seller in performing its obligations pursuant to this Agreement shall result in an extension of the Inspection and Approval Period equal to the length of the delay.

10. CLOSING: The consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held no later than 60 days from the last date of the signatures below. Closing shall take place at the title company, or such other location, as the Seller and Purchaser may mutually agree in writing. Purchaser shall take possession at closing.

11. **TITLE INSURANCE:** As evidence of title, Seller shall obtain, at Seller's sole cost and expense, a commitment for title insurance issued by a title company for a policy of title insurance from an underwriter acceptable to Purchaser, insuring title with standard exceptions.

12. **OBJECTIONS TO CONDITION OF TITLE:** If objection to the title is made by the Purchaser, then Seller may terminate this Agreement, or at its discretion, cure the objectionable defect. If this Agreement is terminated by Seller due to an objection to title, the deposit shall be returned to Purchaser.

13. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller represents, warrants and covenants to Purchaser that:

- (a) Seller (i) has complete and full authority to execute this Agreement, (ii) will execute and deliver any documents, instruments, and agreements including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iii) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction contemplated herein, as may be required by the Title Company.
- (b) Seller will not further sell, encumber, convey, or assign, or contract to sell, encumber, convey, assign, pledge, or lease all or any part of the Property or restrict the use of all or any part of the Property or take or cause to be taken any action in conflict with this Agreement at any time between the Seller's acceptance hereof and (i) Closing or (ii) the earlier termination of this Agreement pursuant to its terms.
- (c) Neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction, or decree issued against or imposed upon it or contract to which it is a party or will result in a violation by Seller of any applicable law, order, rule, or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality, nor does Seller have any knowledge that any such action, suit, proceeding or investigation is threatened.
- (d) Seller is not a "foreign person" as that term is defined in the Internal Revenue Code, Section 1445(F)(3) and the sale of the Property is not subject to any withholding requirements imposed by the Internal Revenue Code, including, without limitation, Section 1445(F)(3).



- (e) Seller is not a party to or bound by any contract or agreement of any kind or whatsoever, written or verbal, which might affect the Property.

#### 14. MISCELLANEOUS:

- (a) **Governing Law:** This purchase agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.
- (b) **Entire Agreement:** This Agreement constitute the entire, integrated agreement between the parties, and supersedes all prior written and unwritten negotiations, agreements, proposals and understandings. This Agreement shall not be orally amended, modified, superseded, or canceled, it being specifically understood that any of the terms, covenants, representations and conditions contained herein may be amended only by written instrument executed by all parties.
- (c) **Binding Effect:** The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- (d) **Assignment:** This Agreement may be assigned or transferred only by written consent of the non-assigning party.
- (e) **Counterparts:** This Agreement may be executed in counterparts each of which may be deemed an original, and all such counterparts together shall be deemed one and the same agreement.
- (f) **Survival:** All warranties, covenants, duties and representations made herein shall survive closing.

15. **BROKERS:** If either party has used a broker, it shall be that party's responsibility to compensate its broker.

16. **EFFECTIVE DATE:** If this Agreement is not signed simultaneously by Seller and Purchaser it shall be considered to be an offer made by the party first executing it to the other party. In this event, that offer shall expire at midnight on the tenth (10th) calendar day following signature by the offering party. Effective date shall mean the date upon which this Agreement is accepted by the parties to whom the offer is made. Acceptance shall be deemed to have been made on the date the fully executed Agreement is received by the party first executing the Agreement.

17. **NOTICES:** All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally or (b) on the day said communication is

deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after notice is sent by facsimile or (d) on the day said communication is deposited with a nationally recognized overnight courier service, addressed and/or sent by facsimile, as the case may be, as follows:

If to Seller:  
City of Owosso  
301 West Main Street  
Owosso, Michigan 48867

If to Purchaser:  
Elaine N. Greenway  
\_\_\_\_\_  
\_\_\_\_\_

ATTENTION:

ATTENTION:

The parties executed this Agreement for Purchase of Real Estate as of the date set forth below.

DATED: \_\_\_\_\_, 2015

DATED: \_\_\_\_\_, 2015

SELLER: City of Owosso

PURCHASER:

BY: \_\_\_\_\_  
Benjamin Frederick  
ITS: Mayor

\_\_\_\_\_  
Elaine N. Greenway  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Amy K. Kirkland, City Clerk

**RESOLUTION NO.**

**AUTHORIZING 21-DAY POSTING FOR  
LEASE AGREEMENT FOR USE OF CITY PROPERTY  
WITH ELAINE M. GREENWAY**

WHEREAS, the City of Owosso, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Owosso City Charter adopted April 6, 1964, as amended ("Charter"); and

WHEREAS, the City owns the vacant parcel commonly known as 415 Bradley Street and described as follows;

LOT 3, BLOCK 9 OF LUCY L. COMSTOCK'S ADDITION; and

WHEREAS, the parcel is vacant and serves no named purpose at this time; and

WHEREAS, the land is strategically placed and could be developed as a parking resource in the future; and

WHEREAS, Elaine M. Greenway has approached the City offering to purchase a portion of the parcel, described as follows, for a reasonable price; and

WHEREAS, Elaine M. Greenway has expressed an interest in leasing the remaining portion of the parcel on a month to month basis in exchange for routine property maintenance; and

WHEREAS, the remaining portion of the parcel is described as follows:

THE NORTH 46' OF LOT 3, BLOCK 9 OF LUCY L. COMSTOCK'S ADDITION; and

WHEREAS, Charter Section 14.3 (b)(2) provides for a twenty one day posting period to allow public inspection of the proposed lease and other potential offers.

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

FIRST: the lease agreement for the property described above be posted for a 21-day period to allow for citizen comment and other offers.

SECOND: the proposed agreement be returned to Council at the meeting of Tuesday, September 8, 2015 for potential final disposition.

## PROPERTY USE AGREEMENT

The city of Owosso will allow Elaine M. Greenway, residing at 115 Curwood Castle Drive, Owosso, Michigan to use and place upon the north 46' of Lot 3 of Block 9 of Lucy L Comstock's addition to the city of Owosso, Shiawassee County, Michigan (commonly known as 415 Bradley Street) landscaping including gardens, plants and decorative structures according to the following provisions:

1. Elaine M. Greenway shall maintain said lot including the mowing of grass, trimming of shrubbery, removal of debris, and snow removal from sidewalks.
2. Elaine M. Greenway shall release and hold harmless the city of Owosso of any claims prior to this date. Further, Elaine M. Greenway, tenants or visitors to her home during the period of any type of occupancy or trespass upon the north 46' of Lot 3 of Block 9 of Lucy L. Comstock's addition to the city of Owosso, Shiawassee County, Michigan shall release and hold harmless the city of Owosso of any claims including any claims of adverse possession or encroachment.
3. The city of Owosso may at any time direct that Elaine N. Greenway remove any gardens, plants and decorative structures placed on or under the property.
4. The city of Owosso has the right to terminate this agreement at any time upon 30-days notice and to remove any items placed upon or underneath the property.
5. This agreement is not transferable or assignable.

Date: \_\_\_\_\_

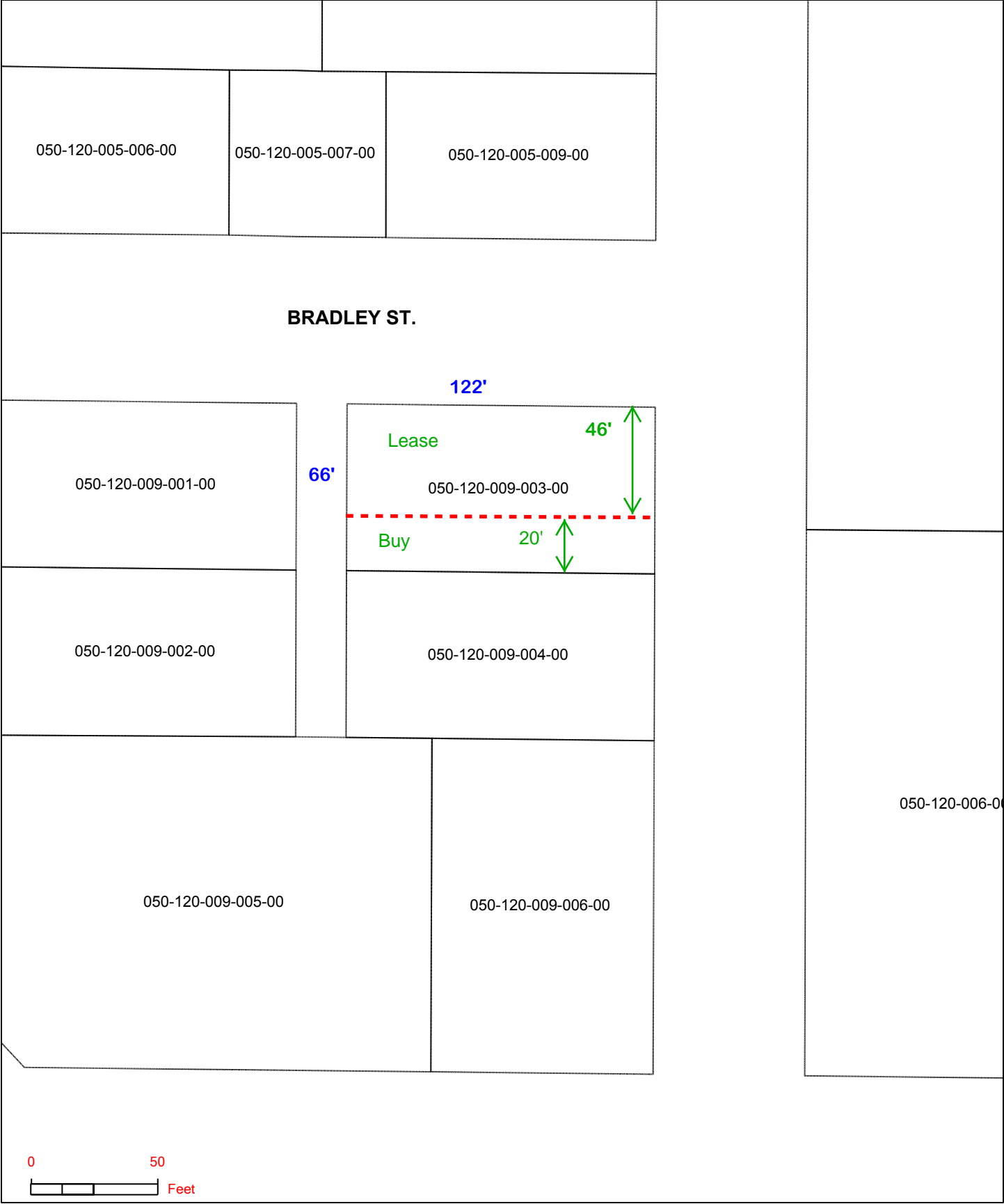
Date: \_\_\_\_\_

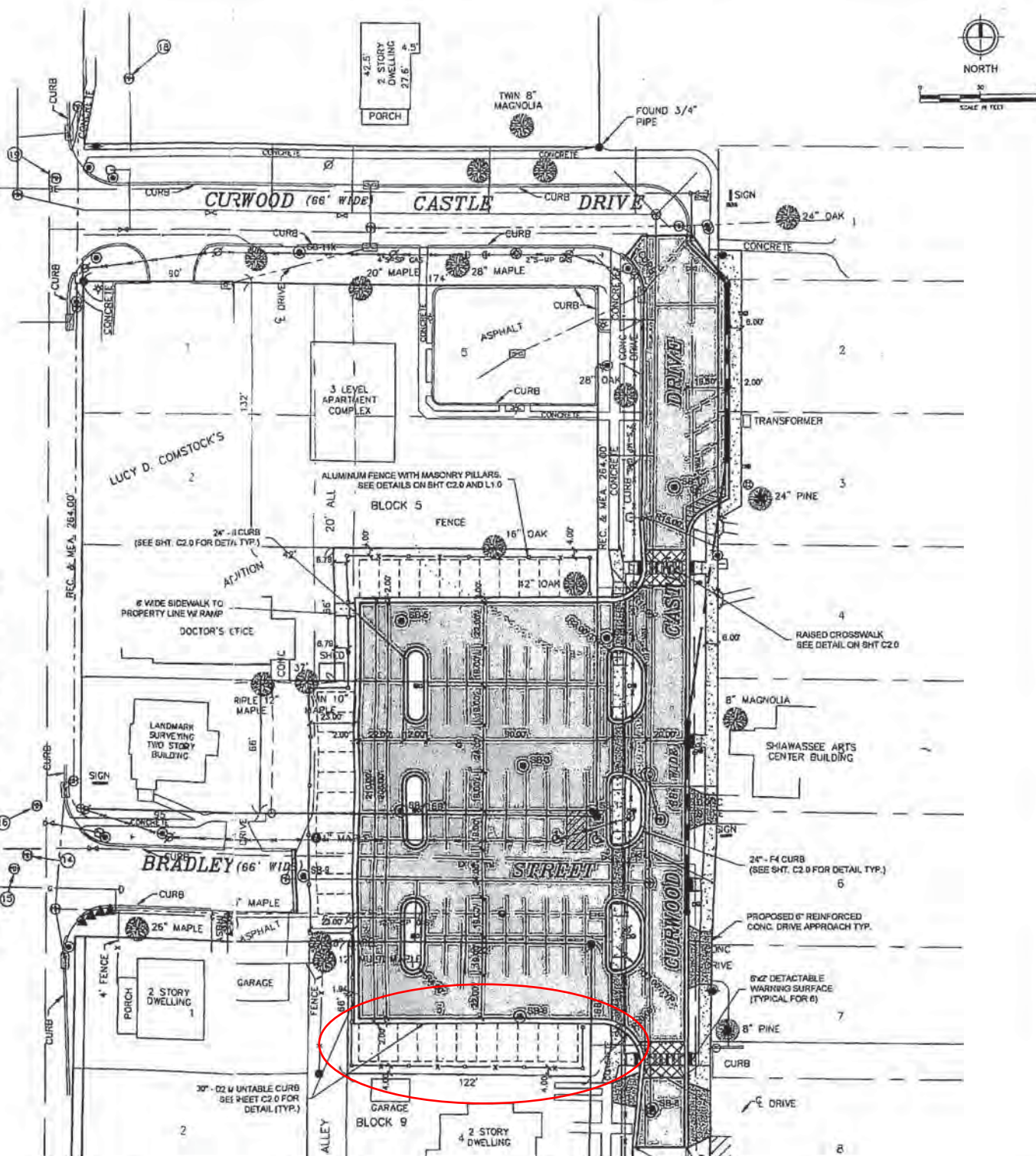
\_\_\_\_\_  
Elaine Greenway  
115 Curwood Castle Drive  
Owosso, MI 48867

\_\_\_\_\_  
Benjamin R. Frederick  
Mayor  
City of Owosso

\_\_\_\_\_  
Amy K. Kirkland  
City Clerk  
City of Owosso

# OWOSSO



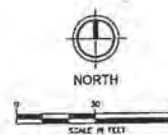


NOTES

1. ALL RADIUS DIMENSIONS ARE TO BACK OF CURB.
2. PARKING LOT IS SQUARE TO THE NORTH PROPERTY LINE.

LEGEND

- PROPOSED HMA SURFACE
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" REINFORCED CONCRETE
- PROPOSED 8" REINFORCED CONCRETE



REVISION

CITY OF OWASSO  
SHIAWASSEE COUNTY, MICHIGAN  
CURWOOD / BRADLEY DIG PROJECT PART 1  
SITE PLAN

DESIGN TEAM  
DETAILS  
CHECKED BY

DRAWING INFORMATION

512843-CA-3, Site Plan

dated



Know what's below.  
Call before you dig.

5/2014

FOR PROJECT NO.  
512843

**C4.0**



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Document with  
Amendment

1999-2003  
128370

007-07-400-003 (1999-2001)  
007-08-200-005  
050-540-000-001 (2002-2003) (per City of Owosso)  
050-540-000-003 (2003)

**MASTER DEED  
OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM**

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

**RECITALS:**

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

**ARTICLE I**

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Keye Grubbs - Shiawassee Co.

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

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

## ARTICLE II

### DEDICATION

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

## ARTICLE III

### LEGAL DESCRIPTION

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

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

PP # 050-540-000-001-00

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Kaye Grubba - Shiawassee Co.

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

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

#### ARTICLE IV

##### TITLE AND NATURE

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

#### ARTICLE V

##### COMMON ELEMENTS

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



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Kaye Grubbs - Shiawassee Co. DMR

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



Kaye Grubbs - Shawnee Co. OMA

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

*E. Use of Units and Common Elements.*

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

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

**ARTICLE VI**

**UNIT DESCRIPTION AND PERCENTAGES OF VALUE**

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

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

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



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## ARTICLE VII

### EASEMENTS

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

B. *Easements Retained by Developer.*

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

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



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

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

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

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

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

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



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ARTICLE VIII  
RESTRICTIONS AND STANDARDS  
INTRODUCTION

*See Amended  
Article for  
10, 11 & 11a*

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

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

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

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

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

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

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

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

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



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TO: [REDACTED] FROM: [REDACTED]



**FIRST AMENDMENT OF  
MASTER DEED  
OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM  
(adding Architectural Standards)**

*Recorded*  
*4/20/2005*  
*Liber 1077 Page*  
*0402*

(Dedicated pursuant to the provisions of the Michigan Condominium Act, being Act 59, Public Acts of 1978, as amended, MCL 559.101 et seq).

Know all by these presents that Woodside West, LLC, of 5232 South Morrish Road, Swartz Creek, Michigan 48457, being the Developer, pursuant to Section 90 of Act 59, Public Acts of 1978, as amended (MCL 559.190), and the City of Owosso, 301 West Main Street, Owosso, Michigan 48887, amend the Master Deed of Osburn Lakes Residential Site Condominium, said Master Deed having been recorded in Liber 1069, page 159, in the office of the Shiawassee County Register of Deeds on October 22, 2004, as Shiawassee County Condominium Subdivision Plan No. 12, regarding the premises situated in the City of Owosso, County of Shiawassee and State of Michigan, legally described as:

**SEE ATTACHED LEGAL DESCRIPTION**

as follows:

ARTICLE VIII RESTRICTIONS AND STANDARDS of the Master Deed, filed in the office of the Shiawassee County Register of Deeds at Liber 1069, page 159, is deleted in its entirety and replaced with AMENDED ARTICLE VIII, which is attached hereto and made a part hereof. AMENDED ARTICLE VIII consists of three (3) pages numbered Amended 10, Amended 11 and Amended 11a.

The sole purpose of the FIRST AMENDMENT OF MASTER DEED is to add architectural standards to meet the requirements of the City of Owosso.

This condominium document is being amended pursuant to ARTICLE XII AMENDMENT, without the consent of co-owners or mortgagees as it does not materially alter or change rights of a co-owner or mortgagee. The purpose of the amendments set forth herein is the modification of types and sizes of unsold units and their appurtenant common elements.

The signature of the City of Owosso on this instrument is notice that this amendment has its prior approval.

All other provisions of the Master Deed of Osburn Lakes Residential Site Condominium not amended herein shall remain in full force and effect.

Dated: January 04, 2005

SIGNED:

Woodside West, LLC

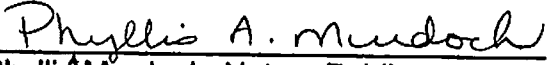
by: 

Mark A. Nemer  
its Member

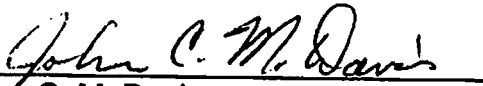
STATE OF MICHIGAN )  
:SS  
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of January, 2005, by Mark A. Nemer, a Member of Woodside West, LLC, a Michigan domestic limited liability company, on behalf of said firm.

PHYLLIS A. MURDOCK  
Notary Public, Genesee County, MI  
My Commission Expires Jul. 16, 2008

  
Phyllis A. Murdock, Notary Public  
Genesee County, Michigan  
My Commission Expires: 07/16/06

THE CITY OF OWOSSO

by:   
John C. M. Davis  
its Mayor

(signatures continued on following page)

ATTEST:

by: Gail L. Schultz  
Gail L. Schultz  
its City Clerk

THIS FIRST AMENDMENT TO  
THE MASTER DEED WAS  
PREPARED BY:  
ROBERT M. CHIMOVITZ (P11841)  
ATTORNEY AT LAW  
512 W. COURT STREET  
FLINT, MI 48503  
810-238-9615  
NEMERIOSBURN LAKES 1ST AMENDED MASTER DEED

RETURN TO:  
WOODSIDE WEST, LLC  
ATTN: MARK A. NEMER  
5232 MORRISH ROAD  
SWARTZ CREEK, MI 48473

*AMENDED  
ARTICLE VIII*

*RESTRICTIONS AND STANDARDS*

INTRODUCTION

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

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

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

C. The architectural concept of the homes shall be described in Exhibit E to this Master Deed and shall reflect the features of homes that are characteristic of Owosso's historic neighborhoods or the concept demonstrated in Developer's Heritage Village project at Bristol Road in Swartz Creek. For home designs which are not described herein, architectural compliance review shall be completed before a purchase agreement may be signed.

For homes wider than fifty (50) feet, the following architectural standards for condominium units 24 through 55 apply:

- i. Windows facing the street shall be equipped with mullion or grille pattern dividers;
- ii. A large roof expanse facing the street shall be broken with dormers and/or gable projections;
- iii. The allowable garage projection in front of the home (to be measured with furthest roof projection of living space or covered porch to the front wall of the garage) shall be:
  - (a) Front loaded garage - six feet (6'); and
  - (b) Side yard loaded garage - fourteen feet (14');
- iv. The garage door on a front loaded garage shall be of a decorative design, e.g. raised panel and/or window section;

- v. All home designs not included in Exhibit B-1 to the Development Agreement may be subject to added architectural features such as dormers, roof eyebrows, shutters, specialty windows (octagon, oval), columns, dentals, porch railings, flower boxes, filigree, fret work;
- vi. On a side yard loaded garage, the street facing wall shall have a window wall area no less than ten percent (10%) of the entire wall, in addition to other architectural features such as gable vents or windows, and horizontal division accents in the siding;
- vii. On the street facing wall of the structure, thirty-five percent (35%) of that wall shall be faced with a superior finish such as stone - brick architectural siding (fish scale, dog eared, wood shake); and
- viii. Nothing herein shall prohibit the homes described in Exhibit B-1 to the Development Agreement from being constructed on Units 24 through 55.

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

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

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

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

H. Lakefront/wetland units are to maintain a 25 foot setback from the wetland boundary subject to the terms of the MDEQ wetlands permit, Permit #03-78-0013-P issued on April 20, 2004. Prior to the sale of any unit or commencement of any construction on any unit, the boundary of the wetland areas shall be protected by the placement of a permanent marker, sign, stake, flagging or structure that is clearly visible and has an obvious purpose to protect the wetland area on the units. The permanent sign detail from the Gould Engineering July 11, 2003 wetland permit application is an acceptable minimum standard for compliance with this provision.

- I. From the date of excavation of a dwelling unit, the structure and landscaping must be completed within 12 months according to the approved building plans.
- J. Except for a one week driveway permit from the homeowner's association for recreational vehicles, no recreational vehicles or trailers are to be stored outdoors either in the yard areas or driveways.
- K. Developer shall make the maximum feasible effort to arrange for front door delivery of mail.
- L. The development of individual lots shall preserve to the maximum feasible extent landmark hardwood trees that are 8" in diameter or greater as measured 4' off the ground.
- M. Developer agrees to contract with a third party land manager for the areas defined in a conservation easement zone for the benefit of the occupants of the site condominium and duplex condominium development adjoining the north line of the site condominium. With exception to the trail development to be constructed and maintained by the Developer and eventually the homeowner's association, the purpose of the third party agreement is to preserve and improve the natural character of the conservation zone, to decide on proposed alterations to those areas and to protect native plant and animal species. The third party manager shall be a non-profit corporation organized under the laws of the State of Michigan and established for the purpose of conservation land management. The City of Owosso shall retain the right of review and approval of the selected land management firm, or their successors from time to time, to assure the above standard is achieved.
- N. Refuse collection shall be restricted to one refuse company serving the development on one day per week designated under City ordinance. Developer and eventually the homeowner's association shall have the authority to select the service provider, level of service and the term of service. Burning barrels are prohibited.
- O. A 15' preserve for a wildlife corridor shall be established for Units 36 through 48. Except for plantings of local vegetation species suitable for a nature area, this corridor cannot be occupied for yard use and must remain without obstructions such as fences or walls.
- P. Sidewalks are to be installed at the time the driveways of the dwelling units are constructed. At a time it elects to do so, the City of Owosso shall reserve the right to complete sidewalk construction in front of the site condominium units without dwelling units and apply special assessments to recover the costs of the installation.

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

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

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

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

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



Kaye Grubbs - Shiawassee Co. DPA

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**ARTICLE IX**  
**ALTERATIONS**

**A. Boundary Relocations.**

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

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

**B. Convertible Area. Not used.**

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



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

#### ARTICLE X

Not used.

#### ARTICLE XI

##### ENLARGEMENT OF CONDOMINIUM

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

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

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



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

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

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

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



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

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

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

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

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

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

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



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

## ARTICLE XII

### AMENDMENT

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

#### A. Methods and Conditions.

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

*B. Recording.*

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

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

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

*ARTICLE XIII*

*CONTROLLING LAW*

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

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

*(signature on following page)*



Kaye Grubba - Milwaukee Co. DNR

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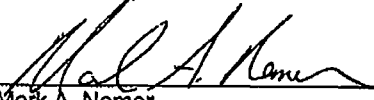
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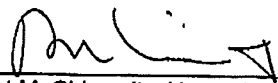
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Woodside West, LLC

by:   
Mark A. Nemer  
Its Member

STATE OF MICHIGAN )  
:SS  
COUNTY OF GENESEE)

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

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

THIS MASTER DEED WAS PREPARED BY:  
ROBERT M. CHIMOVITZ (P11841)  
ATTORNEY AT LAW  
512 W. COURT STREET  
FLINT, MI 48503  
810-238-9615  
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**EXHIBIT A**  
**CONDOMINIUM BYLAWS**  
**OF**  
**OSBURN LAKES RESIDENTIAL SITE CONDOMINIUM**

**ARTICLE I**  
**ASSOCIATION OF CO-OWNERS**

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

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

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

**ARTICLE II**  
**MEMBERSHIP AND VOTING**

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



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

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

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

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

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

### ARTICLE III

#### MEETINGS AND QUORUM

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



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

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

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

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

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



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## ARTICLE IV

### ADMINISTRATION

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

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

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

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

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

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

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

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



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

**Section 2. Powers and Duties.** The Association shall have all powers and duties necessary for the administration of the affairs of the Condominium and may do all things which are not prohibited by law or the Condominium Documents or required thereby to be done by the co-owners. The powers and duties to be exercised by the Association through the Board shall include, but shall not be limited to, the power and duty:

- (a) To manage and administer the affairs of and to maintain the Condominium, all appurtenances thereto and the common elements, property and easements thereof,
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds therefrom for the purposes of the Association, and to enforce assessments through liens and foreclosure proceedings where, in the judgment of the Directors, appropriate;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To restore, repair or rebuild the common elements of the Condominium, or any portion thereof, and any improvements located thereon, after the occurrence of a casualty and to negotiate on behalf of co-owners in connection with the taking of the Condominium, or any portion thereof, by eminent domain;
- (e) To contract for and employ, supervise, and discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;
- (f) To make and amend reasonable rules and regulations consistent with the Michigan Condominium Act, the Master Deed and these Condominium Bylaws affecting co-owners and their tenants, guests, employees and invitees concerning the use and enjoyment of the Condominium and to enforce such regulations by all legal methods, including, but not limited to, the imposition of fines and late payment charges, eviction proceedings or legal proceedings (copies of all such regulations and amendments thereto shall be furnished to all members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative, as provided for in Article II, Section 3 above, of each member, and any such regulation or amendment may be revoked at any time at any duly convened meeting of the Association by the affirmative vote of more than 50 percent (50%) of all members in number and in value, except that the members may not revoke any regulation or amendment prior to the first meeting of the Association);



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(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, license, rent or lease (as landlord or tenant) any real or personal property, including, but not limited to, any common elements or unit in the Condominium, easements, rights-of-way or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of generating revenues, providing benefit to the members of the Association or in furtherance of any other appropriate purposes of the Association;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall first be approved by the affirmative vote of two-thirds (2/3) of all of the members of the Association in value at a meeting of the members duly called;

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto, for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board;

(j) To enforce the provisions of the Master Deed and Bylaws of the Condominium, and the Articles of Incorporation and such Bylaws, rules and regulations of the Association as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(k) To do anything required of or permitted by it as administrator of said Condominium by the Condominium Master Deed or Bylaws or the Michigan Condominium Act, as amended;

(l) To provide services to Co-owners;

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

Provided, however, that, except in the case of licenses, leases or rental arrangements having a duration of one (1) year or less, neither the Board nor the Association shall, by act or omission, abandon, partition, subdivide, encumber, sell or transfer the common elements, or any of them, unless at least two-thirds (2/3) of the first mortgages (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of



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the members in number and value have consented thereto. The Board may, however, grant easements for public utilities or other public purposes consistent with the intended use of the common elements by the Condominium, and no such grant shall be deemed a transfer for the purposes hereof.

**Section 3. Managing Agent.** The Board may employ, at a compensation established by it, a professional management agent for the Condominium to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties set forth in Section 2 of this Article. A "professional management agent" shall mean a person or organization having proven expertise, either from prior experience or by education, in the operation and management of real property. Prior to the transitional control date, the Developer, or any related person or entity, may serve as professional managing agent if so appointed. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any contract providing for services by the Developer or its affiliates, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon the transitional control date or within ninety (90) days thereafter and upon thirty (30) days' written notice for cause. Upon the transitional control date, or within ninety (90) days thereafter, the Board of Directors may terminate a service or management contract with the Developer or its affiliates. In addition, the Board of Directors may terminate any management contract which extends beyond one (1) year after the transitional control date by providing notice of termination to the management agent at least thirty (30) days before the expiration of the one (1) year.

**Section 4. Officers.** The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to affairs of the Association not inconsistent herewith. Officers may be compensated, but only upon the prior affirmative vote of two-thirds (2/3) of the members.

**Section 5. Actions Prior to First Meeting.** Subject to the provisions of Section 3 of this Article IV, all of the actions (including, without limitation, the adoption of these Bylaws, the Association Bylaws, any Rules and Regulations for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association designated by its Incorporator, or their appointed successors, before the first meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

**Section 6. Indemnification of Officers and Directors.** The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him as a consequence of his being made a party to or being threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil,



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criminal, administrative or investigative, by reason of his being or having been a director or officer of the Association, except in such cases wherein he is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his duties or adjudged to have not acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and its members, and with respect to any criminal action or proceeding, he is adjudged to have had no reasonable cause to believe that his conduct was unlawful; provided that, if a director or officer claims reimbursement or indemnification hereunder based upon his settlement of a matter, he shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interests of the Association and, if a majority of the members request it, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

## ARTICLE V

### OPERATION OF THE PROPERTY

*Section 1. Personal Property.* The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

*Section 2. Costs and Receipts to Be Common.* All costs incurred by the Association in satisfaction of any liability arising within, or caused by or in connection with, the common elements or the administration of the Condominium shall be Expenses of Administration (as defined in subsection 4 below). All sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the general common elements or the administration of the Condominium shall be receipts of administration.

*Section 3. Books of Account.* The Association shall keep or cause to be kept detailed books of account showing all expenditures and receipts affecting administration of the Condominium. Such books of account shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association of co-owners and shall be open for inspection by the co-owners and their mortgagees during reasonable working hours on normal working days at a place to be designated by the Association. The books of account shall be audited at least annually by independent accountants, but such audit need not be a certified audit, nor must the accountants be certified public accountants. The cost of such audit, and all accounting expenses, shall be an Expense of Administration. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of the



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audit report within ninety (90) days following the end of the Association's fiscal year upon request therefor. At least once a year, the Association shall prepare and distribute to each co-owner a statement of its financial condition, the contents of which shall be defined by the Association.

**Section 4. Regular Assessments.** The Board shall establish an annual budget in advance for each fiscal year for the Condominium, and such budget shall contain a statement of the estimated funds required to defray the Expenses of Administration for the forthcoming year, which shall mean all items specifically defined as such in these Bylaws and all other common expenses. The common expenses shall consist, among other things, of such amounts as the Board may deem proper for the operation, management and maintenance of the Condominium Project to the extent of the powers and duties delegated to it hereunder, and in the Master Deed, and shall include, without limitation, amounts to be set aside for working capital of the Condominium, the cost of fulfilling the Association's maintenance, repair and replacement responsibilities, management wages, fees and salaries, common area utilities, common area landscaping maintenance and replacement, common area cleaning, supplies, snow removal, licenses and permits, banking, legal and accounting fees, insurance, and creation and maintenance of an appropriate reserve fund. Each purchaser of a unit in the Condominium is required to pay the Association One Hundred and no/100 dollars (\$100.00) as a nonrefundable working capital contribution. As provided in Section 11 below, an adequate reserve fund for maintenance, repair and replacement of the general common elements must be established in the budget and must be funded by regular assessments rather than by special assessments. The budget shall also allocate and assess all Expenses of Administration against all co-owners in accordance with the percentage of value allocated to each unit by the Master Deed, without increase or decrease for the existence of any rights to the use of the common elements.

The Board shall advise each non-Developer co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget on which such common charges are based to all co-owners, although failure to deliver a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. All assessments levied in accordance with the foregoing provisions of this Section 4 shall be payable by the non-Developer co-owners in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a unit by any means. The Board may, in its sole discretion, elect to collect the regular assessments on a quarterly basis. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide for the maintenance, repair or replacement of existing common elements, (3) to provide additions to the general common elements not exceeding Two Hundred Fifty and no/100 Dollars (\$ 250.00) annually, or (4) to provide for emergencies, the Board shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. Such assessments shall be payable when and as the Board shall determine.



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Any sums owed to the Association by any individual co-owner may be assessed to and collected from the responsible co-owner as an addition to the regular assessment installment next coming due. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

**Section 5. Special Assessments.** Special assessments, in addition to those provided for in Section 4 above, may be levied by the Board from time to time, following approval by the co-owners as hereinafter provided, to meet other needs, requirements or desires of the Association, including, but not limited to, (1) assessments for capital improvements for additions to the general common elements at a cost exceeding Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 5 (but not including regular assessments referred to in Section 4 above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of two-thirds (2/3) of all members in value and in number, which approval shall be granted only by a vote of the co-owners taken at a meeting of the co-owners called in accordance with the provisions of Article III hereof. The discretionary authority of the Board to levy assessments pursuant to this Section will rest solely with the Board for the benefit of the Association and the members thereof and will not be enforceable by any creditors of the Association or its members.

**Section 6. Collection of Assessments.** When used in this Section 6 and Section 12 below, and wherever else appropriate in these Condominium Bylaws, the term "assessment" shall include all regular monthly and special assessments referred to in Sections 4 and 5 above and, in addition, all other charges whatsoever levied by the Association against any co-owner. This Section 6 is designed to provide the Association with a vehicle for collection.

Each co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his unit during the time that he is the owner thereof. If any co-owner defaults in paying an assessment, interest at the maximum legal rate shall be charged on such assessment from the due date and further penalties or proceedings may be instituted by the Board in its discretion. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the Board for such payment. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intent to do so. A co-owner in default on the payment of any assessment shall not be entitled to vote at any meeting of the Association so long as such default continues. The Board may, but need not, report such a default to any first mortgagee of record; provided,



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however, that if such default is not cured within sixty (60) days, the Association shall give the notice required by Section 2 of Article IX of these Condominium Bylaws. Any first mortgagee of a unit in the Condominium may consider a default in the payment of any assessment a default in the payment of its mortgage. When a co-owner is in arrearage to the Association for assessments, the Association may give written notice of arrearage to any person occupying his unit under a lease or rental agreement, and such person, after receiving the notice, shall deduct from rental payments due the co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the occupant.

Unpaid assessments shall constitute a lien upon the unit prior to all other liens except unpaid ad valorem real estate taxes and special assessments imposed by a governmental entity and sums unpaid on a first mortgage of record. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the lien that secures payment of assessments. Each co-owner, and every other person, except a first mortgagee, who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. The Association is hereby granted what is commonly known as a "power of sale." Further, each co-owner and every other person, except a first mortgagee, who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment is delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each co-owner acknowledges that at the time of acquiring title to his unit, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after the mailing of a written notice that an assessment, or any part thereof, levied against his unit is delinquent, and the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such notice shall be mailed by certified mail, return receipt requested, and postage prepaid, and shall be addressed to the individual representative of the delinquent co-owner designated in the certificate filed with the Association pursuant to Section 3 of Article II above, at the address set forth in such certificate or at his last known address. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien,



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(iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject unit, and (v) the name of the co-owner of record. Such affidavit shall be recorded in the Office of the Register of Deeds for the County in which the Condominium Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the individual representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the co-owner thereof or any persons claiming under him, and each co-owner hereby consents to the appointment of such a receiver. The Association may purchase a unit at any foreclosure sale hereunder.

If the holder of a first mortgage on a unit in the Condominium obtains title to the unit as a result of foreclosure of the mortgage, deed in lieu of foreclosure or similar remedy, or any other remedy provided in the mortgage, such person, and its successors and assigns, or other purchaser at a foreclosure sale shall not be liable for unpaid assessments chargeable to the unit which became due prior to the acquisition of title to the unit by such person; provided, however, that such unpaid assessments shall be deemed to be common expenses collectible from all of the unit owners including such person, its successors and assigns, and that all assessments chargeable to the unit subsequent to the acquisition of title shall be the responsibility of such person as hereinbefore provided with respect to all co-owners.

*Section 7. Obligations of the Developer.* The Developer will maintain the units it owns and pay a pro rata share of the expenses of snow removal and fence maintenance. The Developer's pro rata share of these expenses will be based upon the ratio of all units owned by the Developer excluding any units on which there is a completed residence at the time the expense is incurred to the total number of units then in the Condominium Project. The Developer, although a co-owner and a member of the Association, will not be responsible at any time for payment of any regular or special assessment, except for units on which there is a completed residence with respect to which a certificate of occupancy has been issued by the City of Owosso. In no case shall the Developer be responsible for paying any assessment levied in whole or in part to finance any litigation or other claims against the Developer, any cost of investigating and preparing such claim, or any similar or related cost.

*Section 8. Access; Maintenance and Repair.* The Association or its agent shall have access to each unit, except any residence constructed thereon, from time to time during reasonable working hours, upon notice to the occupant thereof, for the purpose of



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maintenance, repair or replacement of any of the general common elements located therein or accessible therefrom. The Association or its agent shall also have access to each unit, including any residence located thereon, at all times without notice for making emergency repairs necessary to prevent damage to other units, the common elements, or both.

It shall be the responsibility of each co-owner to provide the Association means of emergency access to the residence and other structures located within his unit during all periods of absence, and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to the residence or other structure caused thereby or for repair or replacement of any doors or windows damaged in gaining such access, all of which shall be the responsibility of such co-owner.

Each co-owner shall repair, replace, decorate and maintain his unit and any limited common elements appurtenant thereto in a safe, clean and sanitary condition, and shall install and maintain landscaping on the Frontage Area. Each co-owner shall also use due care to avoid damaging any of the common elements or any improvements located on or within a common element which is appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his guests, agents or invitees, unless such damages or costs are actually reimbursed from insurance carried by the Association, in which case there shall be no such responsibility. (If full reimbursement to the Association is excluded by virtue of a deductible provision, the responsible co-owner shall bear the expense to the extent of the deductible amount, anything else in these Bylaws to the contrary notwithstanding.)

The provisions of this Section 8 shall be subject to those of Article VI, Sections 1 through 3, inclusive, in the event of repair or replacement on account of a casualty loss.

**Section 9. Taxes.** Subsequent to the year in which the Condominium is established, all governmental special assessments and property taxes shall be assessed against the individual units and not upon the total property of the Condominium or any part thereof. Taxes and governmental special assessments which have become a lien against the property of the Condominium in the year of its establishment (as provided in Section 13 of the Act) shall be Expenses of Administration and shall be paid by the Association. Each unit shall be assessed a percentage of the total bill for such taxes and assessments equal to the percentage of value allocated to it in the Master Deed, and the owner thereof shall reimburse the Association for his unit's share of such bill within ten (10) days after he has been tendered a statement therefor.

**Section 10. Documents to Be Kept.** The Association shall keep current copies of the approved Master Deed, and all amendments thereto, and other Condominium Documents available at reasonable hours to co-owners, mortgagees, prospective purchasers and prospective mortgagees of units in the Condominium.



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*Section 11. Reserve for Major Repairs and Replacement.* The Association shall maintain a reserve fund for major repairs and replacement of common elements in an amount equal to at least ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Moneys in the reserve fund shall be used only for major repairs and replacement of common elements. The minimum standards required by this section may prove inadequate for a particular project.

The Association of co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes.

*Section 12. Statement of Unpaid Assessments.* Pursuant to the provisions of the Act, the purchaser of any unit may request a statement from the Association as to the outstanding amount of any unpaid assessments thereon, whether regular or special or resulting from unpaid charges. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds a right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself.

#### ARTICLE VI

#### INSURANCE; REPAIR OR REPLACEMENT; CONDEMNATION; CONSTRUCTION LIENS

*Section 1. Insurance.* The Association shall, to the extent appropriate given the nature of the common elements, carry vandalism and malicious mischief and liability insurance (including, without limitation, Directors' and Officers' coverage), workers' compensation insurance, if applicable, and such other insurance coverage as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the common elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of insurance with mortgagee endorsements to the mortgagees of co-owners. It shall be each co-owner's responsibility to obtain insurance coverage for his property located within the boundaries of his unit or elsewhere in the Condominium, including but not limited to, the Frontage Area adjoining



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his unit, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried pursuant to the terms of this Article VI shall contain appropriate provisions by which the insurer waives its right of subrogation as to any claims against any co-owner or the Association, and, subject to the provisions of Article V, Section 8, hereof, the Association and each co-owner hereby waive, each as to the other, any right of recovery for losses covered by insurance. The liability of carriers issuing insurance obtained by the Association shall not, unless otherwise required by law, be affected or diminished on account of any additional insurance carried by any co-owner, and vice versa.

(b) The Association shall carry fidelity bond insurance in such limits as the Board shall determine upon all officers and employees of the Association who in the course of their duties may reasonably be expected to handle funds of the Association or any co-owners.

(c) Each co-owner will be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his residence and all other improvements constructed or to be constructed, and for his personal property located, within the boundaries of his Condominium unit or elsewhere in the Condominium Project, including but not limited to, the Frontage Area adjoining his unit. All such insurance will be carried by each co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and evidenced to the Association in a manner acceptable to the Association. In the event of the failure of a co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such co-owner and the premiums therefor will constitute a lien against the co-owner's unit which may be collected from the co-owner in the same manner that Association assessments are collected in accordance with Article V. Each co-owner also will be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his unit (including within the residence located thereon), the limited common elements appurtenant to his unit, or on the Frontage Area appurtenant to his unit and also for alternative living expense in the event of fire. The Association will under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection or any liability to any person for failure to do so.

(d) All insurance carried hereunder shall, to the extent possible, provide for cross-coverage of claims by one insured against another.

(e) All premiums upon insurance purchased by the Association pursuant to these Bylaws, except pursuant to subsection (c) above, shall be Expenses of Administration.

(f) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association, the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as



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provided in Section 3 of this Article, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium Project unless all of the holders of first mortgages on units in the Condominium have given their prior written approval.

*Section 2. Appointment of Association.* Each co-owner, by ownership of a unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium and the common elements thereof. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such co-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

*Section 3. Reconstruction or Repair.* If any part of the Condominium shall be damaged, the determination of whether or not, and how, it shall be reconstructed or repaired shall be made in the following manner:

(a) If the damaged property is a general or limited common element, a unit or a residence located within a unit, the property shall be rebuilt or repaired if a residence located within any unit in the Condominium is tenable, unless the Condominium Project is terminated in accordance with subsection 4 of Section A of Article XII of the Master Deed.

(b) If the Condominium is so damaged that no residence located within any unit is tenable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless at least two-thirds (2/3) of the first mortgagees and two-thirds (2/3) of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

(c) Any reconstruction or repair shall be performed substantially in accordance with the Master Deed and the plans and specifications for the Condominium, and for a residence within any unit, substantially in accordance with the plans and specifications previously approved by the Association or Developer for that unit, to a condition as comparable as possible to the condition existing prior to damage unless two-thirds (2/3) of the co-owners and two-thirds (2/3) of the first mortgagees agree otherwise by a vote or in writing.

(d) If the damage is only to a unit, to a structure or improvement located within a unit except the perimeter fence, to a limited common element appurtenant to a unit, or to landscaping or a mailbox located within the Frontage Area adjoining a unit, it shall be the responsibility of the co-owner of the unit to repair such damage in accordance



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with subsection (e) hereof. In all other cases, except as provided in subsection (D) hereof, the responsibility for reconstruction and repair shall be that of the Association.

(e) Each co-owner shall be responsible for the reconstruction and repair of his unit, all structures or improvements, including landscaping, within his unit except the perimeter fence, the limited common elements appurtenant to his unit, and the landscaping and mailbox located on the Frontage Area.

(f) Except as otherwise provided herein, the Association shall be responsible for the reconstruction and repair of the general common elements. The Association shall receive all insurance proceeds and be responsible for all reconstruction and repair activity to the extent of such proceeds. Immediately after a casualty occurs causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to return the damaged property to a condition as good as that existing before the damage.

(g) Any proceeds of casualty insurance for which the Association paid the premium, whether received by the Association or a co-owner, shall be for the reconstruction or repair when reconstruction or repair is required by these Bylaws. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. Such assessments shall be levied in the same manner as the assessments described in Article V, Section 4, hereof, and shall be payable when and as the Board shall determine.

(h) If damage within the Condominium impairs the appearance of the Condominium, the Association or the co-owner responsible for the reconstruction and repair of the damage will proceed with the repair, reconstruction or replacement of the damaged item without delay, and will complete such repair, reconstruction or replacement within six (6) months after the date of the occurrence which caused the damage.

**Section 4. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) The Association, acting through its Board of Directors, may negotiate on behalf of all co-owners for any taking of general common elements. Any negotiated settlement shall be subject to the approval of at least two-thirds (2/3) of the co-owners in value and shall thereupon be binding on all co-owners.

(b) If an entire unit is taken by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the co-owner and his mortgagee, they shall be divested of all interest in the Condominium.



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The undivided interest in the common elements belonging to the co-owner whose unit has been taken shall thereafter appertain to the remaining units, including those restored or reconstructed under the provisions of this section.

(c) In the event of a partial taking of any unit, any condemnation award shall be paid by the condemning authority to the Association on behalf of the co-owner of the unit and his mortgagee, as their interests may appear. If part of the residence located within the unit is taken, the co-owner shall, if practical, and using the award, rebuild the same to the extent necessary to make it habitable or usable. If it is not practical to rebuild the residence within the boundaries of the unit, the entire undivided interest in the common elements appertaining to that Condominium unit shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The remaining portion of that Condominium unit shall thenceforth be a common element.

(d) If there is any taking of any portion of the Condominium other than any unit, the condemnation proceeds relative to such taking shall be paid to the Association, and the affirmative vote of at least two-thirds (2/3) of the co-owners in value at a meeting duly called shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article VI of the Master Deed.

(e) If the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon a continuing value for the Condominium of one hundred percent (100%). Such amendment may be effectuated by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owners.

(f) If any unit in the Condominium, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected units, if the Association earlier received the notice of mortgage required by Section 1 of Article IX hereof. If the common elements or any portion thereof are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the Association shall so notify each holder of a first mortgage lien on any of the affected units, if the Association earlier received the notice of mortgage required by Section I of Article IX hereof.

(g) Votes in the Association of co-owners and liability for future Expenses of Administration appertaining to a Condominium unit taken or partially taken (but which is

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not practical to rebuild) by eminent domain shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their relative voting strength in the Association.

*Section 5. Construction Liens.* The following provisions shall control the circumstances under which construction liens may be applied against the Condominium or any unit thereof:

(a) Except as provided below, a construction lien for work performed on or beneath a Condominium unit or on the Frontage Area (as defined in Article V of the Master Deed), including that portion of a driveway built thereon, at the request of a co-owner, may attach only to the unit upon or for the benefit of which the work was performed. A construction lien for work performed in constructing a residence or other structure within a unit may attach to the residence or structure constructed.

(b) A construction lien for work authorized by the Developer or principal contractor, except at the request of a co-owner, and performed upon the common elements may attach only to units owned by the Developer at the time the work is performed.

(c) A construction lien for work authorized by the Association of co-owners may attach to each unit only to the proportionate extent that the co-owner of the unit is required to contribute to the Expenses of Administration as provided by the Condominium Documents.

(d) A construction lien may not arise or attach to a unit for work performed on the common elements not contracted for by the Developer or the Association of co-owners, except as provided in subsection (a) above.

If a co-owner is advised or otherwise learns of a purported construction lien contrary to the foregoing, he shall immediately notify the Board of Directors. Upon learning of the purported construction lien, the Board shall take appropriate measures to remove any cloud on the title of units improperly affected thereby.

*Section 6. Mortgagees.* Nothing contained in the Condominium Documents shall be construed to give a Condominium unit owner, or any other party, priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units, common elements or both.



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## ARTICLE VII

### USE AND OCCUPANCY RESTRICTIONS; ENFORCEMENT

*Section 1. Establishment of Restrictions.* In order to provide for congenial occupancy of the Condominium, and for the protection of the value of the units therein, the use of Condominium property shall be subject to the limitations set forth below:

#### A. Property Subject to These Restrictions.

(i) *Phase I.* All of the units of Phase I of Osburn Lakes Residential Site Condominium, except any unit or portion of a unit removed from the Condominium pursuant to Article X of the Master Deed ("Contraction Property"), are and shall remain subject to these restrictions. Any such Contraction Property removed from the Condominium may remain subject to the terms and conditions hereof, or Developer may, at its option, record alternative or supplemental restrictions with respect to such property, or develop the property outside the Condominium.

(ii) *Expansion Property.* Developer, or its successors or assigns, has the right to expand Osburn Lakes Residential Site Condominium by adding all or any portion of the Expansion Property to the Condominium in the manner provided in the Master Deed. Any such property added may become subject to the terms and conditions hereof, or Developer may at its option record alternative or supplemental restrictions with respect to any such property added to the Condominium.

#### B. Building and Use Restrictions.

(i) *Residential Use.* Except for units owned by the Developer and used for displaying model homes, all units shall be used for single-family residential purposes only. For the purposes hereof, "single-family" means (a) not more than two persons, whether or not related by blood or marriage; or, alternatively, but not cumulatively, (b)(1) a man or a woman (or a man and woman living together as a husband and wife), (2) the children of either and of both of them, and/or (3) the parents of either but not both of them, and no other persons; or (c) such other definition as is required by applicable law. No more than one residential unit may exist within any unit. No business, commercial, manufacturing, service or rental enterprise shall be conducted within any unit. No garage, recreational vehicle, basement, tent, shack, storage barn or similar type structure shall be used at any time as a residence, temporarily or permanently.

(ii) *Home Occupations.* Although all units are to be used only for single-family residential purposes, nonetheless home occupations will be considered part of a single-family residential use if, and only if, the home occupation is conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which use is clearly incidental and secondary to the use of the residence for dwelling purposes and does not change the character thereof. To qualify as



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a home occupation, there must be (a) no sign or display that indicates from the exterior that the residence is being utilized in whole or in part for any purpose other than that of a dwelling; (b) no commodities sold within the unit; (c) no person employed other than a member of the immediate family residing within the unit; and (d) no mechanical or electrical equipment used, other than personal computers and other office-type equipment.

(iii) *Animals.* Except for household dogs, cats, small caged birds, and fish, an owner may not keep, raise, or breed animals, livestock or poultry of any kind on any unit. Pit bull dogs and other dangerous animals are not permitted in the Condominium. No pets may be kept, raised or bred on any unit for commercial purposes. Fenced dog runs adjacent to the rear of a garage will be allowed only upon approval in writing by the Developer or the Association.

(iv) *Trash.* No trash, garbage or rubbish of any kind shall be placed within any unit, except in sanitary containers for removal. All sanitary containers shall be kept in a clean and sanitary condition and shall be kept in an inconspicuous area of that unit, as designated by Developer or the Association, except as necessary to allow for trash collection.

(v) *Approval of Construction.* The Developer in designing Osburn Lakes Residential Site Condominium, including the location and contour of the streets, has taken into consideration the following criteria:

(a) Osburn Lakes Residential Site Condominium is designed for residential living on large sites.

(b) The construction site within each of the units should be located so as to preserve the existing trees and contours where practicable.

(c) The architecture of the residence located within any unit should be compatible with the criteria as established hereby and also should be compatible and harmonious to the external design and general quality of other dwellings constructed and to be constructed within Osburn Lakes Residential Site Condominium.

Consequently, the Developer reserves the power to control the buildings, structures and other improvements placed within each unit, as well as to make such exceptions to these restrictions as the Developer may deem necessary and proper. No building, wall, swimming pool or other structure will be placed within a unit or Frontage Area appurtenant to a unit unless and until the builder or contractor and the plans and specifications therefor showing the nature, kind, shape, height, color, materials, and location of the improvements (including floor plan and exterior colors) and the plot plan (including elevations) have been approved by the Developer, and no changes in or deviations from such builder or contractor and plans and specifications as approved will be made without the prior written consent of the Developer. Two sets of complete plans and specifications must be submitted; one will be retained by the Developer and one will



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be returned to the applicant. Each such building, wall, swimming pool or structure will be placed within a unit or Frontage Area only in accordance with the plans and specifications and plot plan as approved by the Developer. No modular or manufactured homes shall be placed within any unit. Refusal to approve a builder or contractor or plans and specifications by the Developer may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Developer seems sufficient. No alteration in the exterior appearance of any building, wall, swimming pool or other structures constructed with such approval will be made without like approval of the Developer. Approval of plans and specifications for reasonable modifications to provide handicap access pursuant to state or federal law shall not be unreasonably withheld. If the Developer fails to approve or disapprove any builder or contractor or plans and specifications within thirty (30) days after written request therefor, then such approval will not be required; provided that any builder or contractor is properly licensed by the State of Michigan and that any building, wall, swimming pool or other structure will be erected entirely within the boundaries of a unit and does not violate any of the covenants, restrictions or conditions set forth herein or adopted by the Association. The Developer will not be responsible for any negligence or misconduct of the builder or contractor or for any defects in any plans or specifications or in any building or structure erected by such builder or contractor according to such plans and specifications or in any changes in drainage resulting from such construction.

(vi) *Size Requirements.* All residences hereafter constructed must conform to the following size requirements:

(a) *Area Minimums.* The minimum size of the dwelling units in lots 24 through 55 shall be 1,500 square feet of living space. All other dwelling units shall be at least 1,078 square feet of living space.

(b) *General.* All square footage determinations will exclude basements (including walk-out basements), garages and open porches. The Developer may specify the number of levels that residences within specific units will be permitted to have to preserve the view from other units or to maintain a harmonious pattern of development in the construction of residences within the units. The height of any building will be not more than two (2) full stories above street level. If any portion of a level or floor within a residence is below grade, all of the level or floor will be considered a basement level.

(c) *Garages.* Garages, which will be for use only by the occupants of the residence to which they are appurtenant, must be attached to the residences and constructed in accordance with the approved plans. Each residence must have one garage capable of garaging at least two (2) and no more than three (3) standard size automobiles. There may only be one garage within each unit. No garage will be placed, erected or maintained within any unit except for use in connection with a residence within that unit or within an adjoining unit already constructed or under construction at the time that such garage is placed or erected within the unit.



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(d) *Accessory Structures.* Accessory structures may not exceed One Hundred Twenty (120) square feet of footprint space and Fifteen (15) feet of height. The exterior shall be constructed with the same material and color as the dwelling house built upon the same lot. The accessory building shall be placed upon the lot in such a manner that it cannot be seen easily from the street. No accessory structure may be constructed without the written approval of the Board of Directors of the Condominium Association.

(vii) *Lawns.* Each owner shall properly maintain all lawn areas within his unit and Frontage Area appurtenant to his unit, and at no time shall the height of said lawns exceed four inches (4"). All lawns shall be kept free from weeds, underbrush, and other unsightly growths.

(viii) *Recreational and Commercial Vehicles.* No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobile trailers or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored on the Condominium Premises unless parked in a garage with the door completely closed or unless present for temporary loading or unloading purposes. Recreational vehicles, campers and trailers may be parked in driveways for no more than one (1) week per year subject to their having a permit issued by the Condominium Association. No inoperable vehicles of any type may be brought or stored on the Condominium Premises, either temporarily or permanently, unless within a garage with the door completely closed. Commercial vehicles shall not be parked on the Condominium Premises (unless fully inside a garage with the door completely closed) except while making deliveries or pick-ups in the normal course of business or for construction purposes. No commercial vehicles of any nature will be parked overnight on the Condominium Premises, except in a completely closed garage, without the prior written consent of the Developer. Any truck over three-quarter ton and any vehicle with a company name or other advertising or commercial designation will be considered a commercial vehicle. No vehicle may be parked overnight on any road or on any Frontage Area, except as permitted by the Association in accordance with any rules or regulations adopted by the Association.

(ix) *Fences.* No owner may install within his unit or Frontage Area appurtenant to his unit a fence of any type unless approved in writing by the Developer or the Association.

(x) *Antennae.* No owner may install within his unit a satellite dish or television antenna unless approved in writing by the Developer or the Association.

(xi) *Hunting.* No owner shall engage in or permit hunting in any form anywhere within the Condominium Premises.

(xii) *Furniture; Equipment.* No item of equipment, furniture or any other large movable item shall be kept within any unit outside a building, except lawn furniture or picnic tables, provided the same are kept in neat and good condition. All



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other items, such as lawn mowers, snowmobiles and dune buggies, shall be stored in a garage.

(xiii) *Nuisances.* No owner of any unit will do or permit to be done any act or condition within his unit or Frontage Area appurtenant to his unit which may be or is or may become a nuisance. No unit or Frontage Area will be used in whole or in part for the storage of rubbish of any character whatsoever (except normal household trash until the next trash collection day), nor for the storage of any property or thing that will cause the unit or Frontage Area to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor will any substance, thing or material be kept within any unit or Frontage Area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding units. No unsightly objects will be allowed to be placed or suffered to remain anywhere within a unit or Frontage Area. If any owner of any unit fails or refuses to keep his unit or Frontage Area appurtenant thereto free from refuse piles or other unsightly objects, then the Developer or the Association may enter the unit or Frontage Area and remove the same and such entry will not be a trespass. The owner of the unit will reimburse the Developer or Association for all costs of such removal.

(xiv) *Completion of Construction and Stabilization of Soil.* Construction once commenced within any unit must be completed within twelve (12) months from the date of commencement, and within said period the soil within such unit, and the Frontage Area appurtenant to such unit, must be completely stabilized by grading and seeding of a lawn or other ground cover growth so as to prevent any soil blow area or soil erosion; provided that this provision shall neither prevent nor prohibit any owner from maintaining open areas for the planting of trees, shrubbery or a flower garden, but any such open area shall be controlled so as to prevent blowing or erosion of soil therefrom.

(xv) *Compliance with Laws.* No owner shall take any action on or with respect to his unit that violates any federal, state or local statute, regulation, rule or ordinance.

C. *Restrictions Relating to Drainage.* All owners must comply with all requirements and restrictions of the Public Health Departments of Shiawassee County and the State of Michigan with regard to installation and maintenance of private water wells.

D. *Developer's Rights and Responsibilities.* Developer may assign, in whole or in part, its rights and responsibilities hereunder to the Association, and when the last unit in the Condominium Project has been conveyed, this assignment shall occur automatically.

E. *Enforcement of Restrictions.* The Association's costs of exercising its rights and administering its responsibilities hereunder shall be Expenses of Administration (as defined in Article V above), provided that the Association shall be entitled to recover



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its costs of proceeding against a breach by a co-owner as provided in Article XII, subsection 1(b) below.

F. *Developer's Option to Repurchase.* If construction of a residence within a unit, by an approved builder and pursuant to approved plans and specifications, is not commenced within eighteen (18) months from the date the first owner other than the Developer first acquires legal or equitable title to such unit, unless such eighteen (18) month period is extended in writing by the Developer, the Developer will have the option to purchase back the unit from the then current owner. The Developer's option to purchase back the unit will continue until such time as construction is commenced for a residence which has been approved as provided by these restrictions. The option will be exercised by written notice to the owner of record of the unit, and the purchase price will be equal to the net cash proceeds (sale price less realtor's fee, if any) received by the Developer from the original sale of the unit, without increase for interest or any other charge. The Developer will also notify any mortgagee of the unit, as reflected in the records of the Association pursuant to Article IX below. If the option is exercised, Developer is to receive marketable title by warranty deed subject only to restrictions or encumbrances affecting the unit on the earlier of the date of the land contract or date of conveyance by the Developer and with all taxes and assessments which are due and payable or a lien on the unit, and any other amounts which are a lien against the unit, paid as of the date of conveyance back to the Developer. The closing of the purchase back shall occur at a place and time specified by the Developer not later than sixty (60) days after the date of exercise of the option. The then current owner of the unit will take such actions and shall execute such documents, including a warranty deed to the unit, as the attorney for the Developer will deem reasonably necessary to convey marketable title to the unit to the Developer, free and clear of all liens and encumbrances as aforesaid.

G. *General Provisions.*

(i) *Zoning.* All restrictions imposed by the City of Owosso Zoning Ordinance, as it applies to an R-1 One-Family Residential District, shall apply to all units in Osburn Lakes Residential Site Condominium, except that if the Developer or the Association has imposed more stringent restrictions, those restrictions shall apply in place of the City of Owosso's restrictions.

(ii) *No Gift or Dedication.* Nothing herein contained will be deemed to be a gift or dedication of any portion of the units or other areas in Osburn Lakes Residential Site Condominium to the general public or for any public purposes whatsoever, it being the intention of the Developer that these restrictions will be strictly limited to the purposes herein specifically expressed.

(iii) *No Third-Party Beneficiaries.* No third party, except grantees, heirs, representatives, successors and assigns of the Developer, as provided herein, will be a beneficiary of any provision set forth herein.



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(iv) *Handicapped Persons.* Reasonable accommodations in the rules, policies and practices of the Condominium will be made as required by the Federal Fair Housing Act to accommodate handicapped persons.

*Section 2. Persons Subject to Restrictions.* All present and future co-owners, tenants and any other persons or occupants using the facilities of the Condominium in any manner are subject to and shall comply with the Act, the Master Deed, these Condominium Bylaws and the Articles of Incorporation, Bylaws, rules and regulations of the Association.

*Section 3. Enforcement.* A breach of any provision contained in Section 1 of this Article VII shall constitute a breach of these Bylaws and may be enforced pursuant to the terms of these Bylaws.

## ARTICLE VIII

### LEASES

*Section 1. Notice of Intent to Lease.* A co-owner, including the Developer, desiring to rent or lease a Condominium unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer proposes to rent any Condominium unit before the transitional control date, Developer shall notify either the advisory committee or each co-owner in writing. For security purposes, all non-co-owner occupants shall register their presence with the Association prior to taking occupancy and shall notify the Association upon departure. For the welfare and benefit of the condominium community, no more than six (6) condominium units may be rented at any one time.

*Section 2. Conduct of Tenants.* All tenants and non-co-owner occupants shall comply with all of the terms and conditions of the Condominium Documents and the provisions of the Act. If the Association determines that a tenant or non-co-owner occupant has failed to comply with the conditions of the Condominium Documents or the provisions of the Act, the Association may advise the appropriate member by certified mail of the alleged violation by a person occupying his unit. The member shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred. If after fifteen (15) days the Association believes that the alleged breach has not been cured or may be repeated, it may institute on its behalf, or the members may institute, derivatively on behalf of the Association if it is under the control of the Developer, an action for eviction against the tenant or non-co-owner occupant and, simultaneously, for money damages against the member and tenant or non-co-owner occupant for the breach of the conditions of the Condominium Documents or of the Act. The relief set forth in this section may be by any appropriate proceeding. The Association may hold both the tenant or non-co-owner occupant and the member liable for the damages caused to the Condominium.



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## ARTICLE IX

### MORTGAGES

*Section 1. Notice of Mortgage.* A co-owner who mortgages a unit shall notify the Association of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Association, which shall maintain such information in a book entitled "Mortgages of Units." If the Association does not receive such notice, it shall be relieved of any duty to provide the mortgagee any notice required by the Master Deed or these Bylaws.

*Section 2. Notice of Default.* The Association shall give to the holder of any first and subsequent mortgage covering any unit in the Condominium Project written notification of any default in the performance of the obligations of the co-owner of such unit that is not cured within sixty (60) days if such mortgagee has, in writing, requested the Association to report such defaults to it.

*Section 3. Notice of Insurance.* The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements of the Condominium against vandalism and malicious mischief and the amounts of such coverage.

*Section 4. Notice of Meetings.* Upon a request submitted to the Association, any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

*Section 5. Acquisition of Title by First Mortgagee.* Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage, or deed in lieu thereof, shall not be liable for such unit's unpaid assessments which accrue prior to acquisition of title by the mortgagee, except to the extent provided in Article V, Section 6, above.

## ARTICLE X

### AMENDMENTS

*Section 1. Proposal.* Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more of the members in number or in value by an instrument in writing signed by them.

*Section 2. Meeting to Be Held.* Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.



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*Section 3. Vote Required.* These Condominium Bylaws may be amended by an affirmative vote of two-thirds (2/3) of the members in number and in value and two-thirds (2/3) of all mortgagees at any regular meeting or special meeting called for such purpose, except that the method or formula used to determine the percentage of value of units in the Condominium Project and any provisions relating to the ability or terms under which a co-owner may rent a unit may not be modified or amended without the consent of each affected member and mortgagee. For purposes of such voting, each co-owner will get one (1) vote for each unit owned, including as to the Developer all units created by the Master Deed but not yet conveyed. Each mortgagee shall get one (1) vote for each mortgage held.

*Section 4. Amendments Not Materially Changing Condominium Bylaws.* The Developer or Board of Directors may enact amendments to these Condominium Bylaws without the approval of any member or mortgagee, provided that such amendments shall not materially alter or change the rights of a member or mortgagee. The Developer may also enact amendments to these Condominium Bylaws as provided in the Master Deed.

*Section 5. Effective Date.* Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon the recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located.

*Section 6. Costs of Amendments.* Any person causing or requesting an amendment to these Condominium Bylaws shall be responsible for the costs and expenses of considering, adopting, preparing and recording such amendment except as provided in Article XII.C. of the Master Deed.

*Section 7. Notice; Copies to Be Distributed.* Members and mortgagees of record of Condominium units shall be notified of proposed amendments not less than ten (10) days before the amendment is recorded. A copy of each amendment to the Bylaws shall be furnished to every member after recording; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium Project regardless of whether such persons actually receive a copy of the amendment.

#### ARTICLE XI

#### DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Act or as set forth in the Master Deed to which these Bylaws are attached as an exhibit.



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## ARTICLE XII

### REMEDIES FOR DEFAULT

**Section 1. Relief Available.** Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of any assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved co-owner or co-owners.

(b) In any proceeding arising because of an alleged default by any co-owner or the failure of any co-owner to abide by the provisions of the Condominium Documents, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any co-owner be entitled to recover attorneys' fees.

(c) Such other reasonable remedies as are provided in the rules and regulations promulgated by the Board of Directors, including, without limitation, the levying of fines against co-owners after notice and opportunity for hearing, as provided in the rules and regulations of the Association, and the imposition of late charges for nonpayment of assessments.

(d) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any unit, where reasonably necessary, and summarily remove or abate, at the expense of the co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

**Section 2. Failure to Enforce.** The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provision, covenant or condition in the future.

**Section 3. Rights Cumulative.** All rights, remedies and privileges granted to the Association or any co-owner or co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.



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*Section 4. Hearing.* Prior to the imposition of any fine or other penalty hereunder, the offending unit owner shall be given a reasonable opportunity to appear before the Board and be heard. Following any such hearing, the Board shall prepare a written decision and place it in the permanent records of the Association.

### ARTICLE XIII

#### ARBITRATION

*Section 1. Submission to Arbitration.* Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Condominium Bylaws or Management Agreement, if any, or to any disputes, claims or grievances arising among or between the co-owners or between such co-owners and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties thereto shall accept the arbiter's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

The arbiter may be either an attorney acceptable to both parties or a panel of three (3) individuals, at least one (1) of whom shall be an attorney. The panel shall be composed of one (1) individual appointed by the co-owner and one (1) individual appointed by the Board of Directors of the Association. These two (2) panelists will then promptly agree on the third member of the panel. No co-owner who is a natural person may appoint himself or a member of his household to the panel. No corporation or partnership member may appoint a director, partner, officer or employee to the panel. Neither may the Board appoint a person similarly associated with an individual, corporate or partnership member.

Costs of the arbitration shall be borne by the losing party to the arbitration. The arbiter may require a reasonable deposit to ensure payment of costs. Such deposit shall be placed in escrow in the name of the arbiter as trustee in the name of the matter at issue.

*Section 2. Effect of Election.* Election by co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

*Section 3. Preservation of Rights.* No co-owner shall be precluded from petitioning the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.



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#### ARTICLE XIV

##### SEVERABILITY

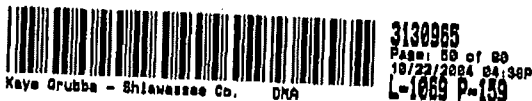
If any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

#### ARTICLE XV

##### CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the Act (or other law of the United States or of the State of Michigan) and any Condominium Document, the Act (or other law) shall govern. In the event of any conflict between the provisions of any one or more Condominium Documents, the following order of priority shall prevail and the provisions of the Condominium Document having the highest priority shall govern:

- (1) The Master Deed, including the Condominium Subdivision Plan;
- (2) These Condominium Bylaws;
- (3) The Articles of Incorporation of the Association;
- (4) The Bylaws of the Association; and
- (5) The Rules and Regulations of the Association.





RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRPERSON

MIKE ZIMMER  
DIRECTOR

July 23, 2015

Owosso City Council  
Attn: Clerk  
301 W. Main Street  
Owosso, MI 48867

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID #: 808170**

**Transfer ownership of 2015 Class C & SDM Licenses**

**Name of applicant(s): RKW Ventures, Inc.**

**Business address and phone: 1017 W. Main, Owosso, MI 48867, Shiawassee County**

**Home address and phone number of partner(s)/subordinates:**

**Kelly A. Wagner, 16957 Cedar Brook, Haslett, MI 48840, B (517) 373-8671 / C (517) 282-4405, Email: kelly31113@yahoo.com**

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit. Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor.

Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION  
Retail Licensing Division  
(866) 813-0011

REGULAR MEETING MINUTES  
OWOSSO DDA / MAIN STREET  
Council Chambers, City Hall  
July 1, 2015 – 7:30 am.

MEETING CALLED TO ORDER at 7:37 a.m. by Dave Acton.

ROLL CALL was taken by Secretary Alaina Kraus.

MEMBERS PRESENT: Chairman Dave Acton & Authority Members Ken Cushman, Benjamin Frederick, Kevin Wiles, Dawn Gonyou, Shar Haskins, and Secretary Alaina Kraus

MEMBERS ABSENT: Authority Member Bill Gilbert & Lance Omer

OTHERS PRESENT: Susan Montenegro, City of Owosso; Josh Adams, Main Street Manager; Helen Granger, press

AGENDA:

MOTION BY AUTHORITY MEMBER WILES SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE AGENDA FOR JULY 1, 2015.  
YEAS ALL. MOTION CARRIED.

MINUTES:

MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE MINUTES FOR THE MEETING OF JUNE 3, 2015.  
YEAS ALL. MOTION CARRIED.

PUBLIC / BOARD / STAFF COMMENTS:

None

COMMITTEE UPDATES

1) Design

Minutes provided in packet

Cleaning and painting work plan has started and will continue weekly to clean up downtown. Eventually this may go down to a couple times a month.

The waterer is out of town for the 4th, but it had been rainy enough that it shouldn't be a problem.

Lorraine may be buying more flowers, but the budget is fine for this and it will be out of new fiscal year.

2) Economic Restructuring



Minutes provided in packet

ER is working on turning the Market Study into smaller information sheets. These will be given to the Ask Owosso team.

An updated parking map is on the website and will be provided to Ask Owosso as well that reflects the new parking hours. New signs are coming and DPW will be striping the lots.

### 3) Organization

No meeting in June. Organization will be meeting next week.

### 4) Promotion

Minutes provided in packet

Sidewalk Sales are coming in July.

Art Bikes will be decorating downtown to promote biking with several bike events in August.

Sandwich boards are being updated from Art Walk to Events.

## ITEMS OF BUSINESS:

### 1. CHECK REGISTER APPROVAL.

SEE BOARD PACKET FOR CHECK REGISTER

MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER WILES TO APPROVE THE CHECK REGISTER FOR JUNE 2015 AS PRESENTED.  
YEAS ALL. MOTION CARRIED.

### 2. BUDGET REPORT

Final numbers for 2014/2015 good and replacing the reserve that had to be pulled in 2013/2014.

Wesner and Capital Bowl are considered non-liquid assets because are getting paid back.

### 3. JUNIOR MAIN STREET COMMITTEE FORMATION

6-7 teens from sophomore to senior are very interested in and passionate about downtown. The summer will be spent educating on the history of Main Street. Then they would become involved in talks on work plans.

Initially Josh would lead then find a peer to lead.

Potentially the name may be Youth Ambassadors.

MOTION BY AUTHORITY MEMBER FREDERICK, SUPPORTED BY AUTHORITY MEMBER GONYOU TO APPROVE THE YET TO BE NAMED BODY OF.  
YEAS ALL. MOTION CARRIED.

#### 4. PROGRAM REMEDIATION UPDATE (JOSH)

We are officially out of a master level Main Street. All need to do a board and chair training before Accreditation.

Primary things for us are to continue to maintain a good relationship with State office make sure we are reporting well for National.

#### 5. UPCOMING BOARD TRAINING EVENT

We will be a board training event. Potential dates are July 27-30. Josh will email to this.

Committee chair training in August.

#### 6. SELF-ASSESSMENT SURVEY/ACCREDITATION MEETING

Josh printed off the assessment with fact based direct yes or no question answered.

Acton would like to use responses for planning in the future. To make sure we're all interpreting the same, an overview of questions will be sent out for board members to use as a guide. This will also be part of the board training on July 29th.

Assessments are due to be finished online on August 7th.

PUBLIC / BOARD / STAFF COMMENTS:

MOTION MADE BY CUSHMAN, SUPPORTED BY AUTHORITY MEMBER KRAUS TO  
ADJOURN AT 8:17 AM.  
YEAS ALL. MOTION CARRIED.

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Alaina Kraus, Secretary

MINUTES FOR  
REGULAR MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
WEDNESDAY, JULY 15, 2015, 6:00 p.m.  
COUNCIL CHAMBERS

**MEETING CALLED TO ORDER** at 6:02 p.m. by Vice-Chairman Gonyou.

**ROLL CALL** was taken by Marty Stinson.

**PRESENT:** Vice-Chairman Vince Gonyou; Secretary Philip Hathaway; Commissioners Lance Omer, Matthew Van Epps and Gary Wilson.

**ABSENT:** Chairman Scott Newman.

**OTHERS IN ATTENDANCE:** Susan Montenegro, Assistant City Manager and Director of Community Development; Josh Adams, Owosso Main Street Manager; Timothy Baise, 218 N. Park Street; Dr. Tom Hall II, 122 N. Washington St.; Bob Dedic, 202 W. Exchange St.; Jillian Niles, 202 W. Exchange St.; Tim Rath – Argus Press.

**AGENDA APPROVAL:** Motion by Commissioner Hathaway and supported by Commissioner Wilson to approve the agenda for July 15, 2015 as presented. Yeas All. Motion was passed.

**MINUTES APPROVAL:** Motion by Commissioner Van Epps and supported by Commissioner Omer to approve the minutes of the meeting for June 17, 2015. Yeas all. Motion was passed.

**Communications:**

1. Staff Memorandum
2. Meeting minutes of June 17, 2015

**Public / Commissioner Comments:** None

**Committee Reports:** None

**Public Hearings:** None

**Items of Business:**

**1) 122 N. Washington St. – Mural Application**

Dr. Tom Hall wants to add a mural on the north side of 122 N Washington and wants it to depict the historic downtown. He doesn't want to limit it to "eyes" (his profession). Josh Adams, Owosso Main Street Director, looked at Section 26-18, works of art of a non-commercial sign are not regulated. Commissioner Hathaway hasn't had a lot of experience of this type before. Side walls have been recommended previously and this goes on all around the country. Many side walls have been recommended. This is on a side street. Taste is hard thing to regulate. There are no structural elements to regulate here. The Issue is not black and white per Hathaway. Scale is important to proportion of

wall. There is a downtown organization that we can make contact with.

Discussion continued regarding the mural painting. This constitutes a new painting which historic records show as a blank wall.

**Motion by Commissioner Van Epps and supported by Commissioner Wilson found that the painting of a mural on the brick street wall at 122 N. Washington doesn't meet the Secretary of Interior's Standards is inappropriate and is denied. Yeas all. Motion was passed.**

## **2. 218 N. Park St. – Façade Painting Application**

Mr. Baise has owned 218 N. Park Street for ten years and stated that finding out that this building was in the Downtown Historic District was news to him.

Commissioner Hathaway commented that he has requested that the Title Office advise purchasers when their properties were in historic districts. They won't do that.

Mr. Baise has gotten some building permits and wasn't advised from the building department that he was in the Downtown Historic District. Commissioner Wilson asked him if he owned the building when the notice from the city clerk was mailed out in 2010. He said yes. From the city's standpoint, then you were made aware per Commissioner Wilson.

Mr. Baise stated the brick is very porous and that primer only has been used so far. A mason from Detroit was consulted. The mason specializes in historic preservation. Per Hathaway, most brick is never intended to be painted. If the brick is bad, it's not going to hold paint. National Park Service has a color standard also. Lack of knowledge is not an excuse.

Discussion continued about paint removal. Commissioner Wilson will contact the State Historic Preservation Office and the Michigan Historic Preservation Office and see what their experiences are about the paint removal.

**Motion by Commissioner Hathaway, supported by Commissioner Van Epps to table this issue until they have further information. Yeas all. Motion carried.**

## **3. 202 W. Exchange St. – Parge Removal Discussion**

Jillian Niles noted the cost of the project. They want to sand it down to the paint level instead of using the chemical treatment. Per Commissioner Hathaway, sanding the dental work would be challenging. Per Commissioner Wilson, you wouldn't normally sand with an abrasive, but if you can take it down to the surface of the brick. If they want to paint, they can just paint. Paint only is ok. They don't have to come before this board.

Mr. Dedic commented they had awnings before on the upper two windows.

**Motion by Commissioner Wilson and supported by Commissioner Hathaway that we endorse the idea of using abrasives to remove the parge down to the painted surface and then repaint.**  
**Yeas all. Motion carried.**

**Public Comments:** None

**Board Comments:**

Commissioner Wilson asked about Dave Action – wasn't he planning on being here tonight? Mr. Adams said he was called out of state yesterday.

Commissioner Hathaway asked about a missing board member. Mr. Adams will be talking to the mayor about another appointment.

**ADJOURNMENT:**

**It was moved by Commissioner Van Epps and supported by Commissioner Hathaway to adjourn at 7:40 p.m. until August 18, 2015.**

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Phil Hathaway, Secretary

mms

**MINUTES  
REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS  
CITY OF OWOSSO  
JULY 21, 2015 at 9:30 AM  
CITY COUNCIL CHAMBERS**

**CALL TO ORDER:** The meeting was called to order by Randy Horton at 9:30 a.m.

**ROLL CALL:** Was taken by Recording Secretary Marty Stinson.

**MEMBERS PRESENT:** Chairman Randy Horton, Vice-Chairman Christopher Eveleth, Secretary Dan Jozwiak, William Wascher Planning Commission Representative, and Alternate John Horvath

**MEMBERS ABSENT:** Commissioner Kent Telesz and Alternate Matthew Grubb

**OTHERS PRESENT:** Ms. Susan Montenegro, Assistant City Manager and Director of Community Development; Charles Rau, Owosso Building Official; Todd Stuive, Exxel Engineering, 5252 Clyde Park Ave., SW, Grand Rapids, MI, representative for Dollar General, 210 S. Shiawassee Street.

**AGENDA: IT WAS MOVED BY VICE-CHAIRMAN EVELETH, AND SUPPORTED BY SECRETARY DAN JOZWIAK TO APPROVE THE AGENDA OF JULY 21, 2015 AS PRESENTED.**

**YEAS: ALL. MOTION CARRIED.**

**MINUTES: IT WAS MOVED BY SECRETARY DAN JOZWIAK AND SUPPORTED BY PLANNING COMMISSION REPRESENTATIVE WILLIAM WASCHER TO APPROVE THE MINUTES OF MAY 19, 2015 AS PRESENTED.**

**YEAS: ALL. MOTION CARRIED.**

**COMMUNICATIONS:**

1. Staff memorandum
2. ZBA minutes from May 19, 2015
3. Variance Request – 210 S. Shiawassee Street – Dollar General
4. Public Notice

**COMMISSIONER/PUBLIC COMMENTS:** None.

**PUBLIC HEARINGS:**

1. **VARIANCE – 210 S. SHIAWASSEE STREET**

Ms. Susan Montenegro stated that Todd Stuive, from Exxel Engineering, has already been to the Planning Commission to have their site plan approved for the relocation of the Dollar General Store to South Shiawassee Street. The number of parking spaces required for a commercial site is based on the regulation from the Owosso Code of Ordinances Section 38-380, and states 36 spaces would be required. Exxel Engineering is requesting a total of 30 parking spaces with their site plan.

Mr. Suive explained that the proposed site plan includes a corner entrance and complies with all of the setbacks. Exxel Engineering has already worked with MDOT for entries and explained the delivery point for the store will be located in the back. The site plan includes 30 parking spaces, 19 located in the front of the store and 11 spaces in the back. The alley is now gravel, but will be paved. Dollar General is very comfortable with allowing only the 30 spaces for their store, as the existing store does not even accompany this number. Mr. Suive stated the site would be very difficult to squeeze any more parking spaces in, because they are bordered by three streets and an alley. Underground storm water management is being provided for the site which is also necessary to provide the proposed 30 spaces on the property.

Mr. Wascher inquired how many employees Dollar General has per shift. Mr. Suive stated there are usually three or four, and the employees would use the furthest spaces from the store. Mr. Eveleth referred to Zoning B-2, which states there must be special exceptions or extraordinary conditions in the zoning district to request the variance. He feels that due to the proposed store being bordered by three

*Draft*

streets and an alley, this qualifies as an extraordinary condition. Mr. Eveleth felt comfortable making a motion to approve the variance for 210 S. Shiawassee Street.

**MOTION BY COMMISSIONER EVELETH, SUPPORTED BY SECRETARY JOZWIAK AFTER REVIEWING THE CASE FOR 210 S. SHIAWASSEE STREET,(202 S. SHIAWASSEE PARCEL 050-660-021-001-00) (206 S. SHIAWASSEE PARCEL 050-660-021-003-00) (210 S. SHIAWASSEE PARCEL 050-660-021-004-00) (214 S. SHIAWASSEE PARCEL 050-660-021-005-00)(511 CLINTON PARCEL 050-660-021-002-00) (502 GENESEE PARCEL 050-660-021-006-00) AND (508 GENESEE PARCEL 050-660-021-007-00), THE OWOSSO ZBA HEREBY APPROVES THE PETITION TO PERMIT THE PARKING VARIANCE AS DESCRIBED IN THE ATTACHED PETITION DUE TO THE UNIQUENESS OF THE LOT BORDERED BY THREE PUBLIC STREETS AND AN ALLEY. YEAS ALL. MOTION CARRIED.**

**BUSINESS ITEMS: ELECTION OF OFFICERS**

**MOTION BY PLANNING COMMISSION REPRESENTATIVE WASCHER TO HEREBY NOMINATE THE CURRENT OWOSSO ZONING BOARD OF APPEALS OFFICERS FOR THE NEXT FISCAL YEAR, SUPPORTED BY VICE-CHAIRMAN CHRIS EVELETH: CHAIRPERSON: RANDY HORTON; VICE-CHAIRPERSON: CHRIS EVELETH AND SECRETARY: DAN JOZWIAK  
YEAS ALL. MOTION CARRIED.**

**COMMISSIONER/PUBLIC COMMENTS:** There may be a variance request for the S. Lansing Street parking lot at the August meeting.

William Wascher will be stepping off the Owosso Zoning Board of Appeals. This will be his last meeting, as he has a new position in Lansing that will not allow for daytime meetings. ZBA currently has two alternates, but will need a Planning Commission Representative. ZBA would like to thank Mr. Wascher for his service as Planning Commission Representative.

This will also be Recording Secretary Marty Stinson's last ZBA meeting, as she will be retiring at the end of this week. Thank you to Marty for her years of work and dedication to the ZBA and to the City of Owosso.

**ADJOURNMENT:**

**MOTION BY BOARD MEMBER EVELETH, SUPPORTED BY BOARD MEMBER WASCHER TO ADJOURN AT 9:48 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, AUGUST 18, 2015, IF ANY REQUESTS ARE RECEIVED.  
YEAS: ALL. MOTION CARRIED.**

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Dan Jozwiak, Secretary

m.m.s