

***PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING WILL BE A VIRTUAL MEETING***

Due to the COVID-19 pandemic, the Owosso City Council will conduct a virtual meeting November 16, 2020, consistent with the Open Meetings Act of the State of Michigan.

**OWOSSO CITY COUNCIL  
Monday, November 16, 2020  
at 7:30 p.m.**

***The public may attend and participate in public comment.***

- **Join Zoom Meeting:**  
<https://us02web.zoom.us/j/82495434572?pwd=b1lFQWVSaHd3RW9RMEx1MlFTTUhEdz09>
- **Meeting ID:** 824 9543 4572
- **Password:** 031549
- **One tap mobile**  
+13126266799,,82495434572#,,,,,0#,,031549# US (Chicago)  
+16465588656,,82495434572#,,,,,0#,,031549# US (New York)
- **Dial by your location**  
+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Germantown)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)
- **For video instructions visit:**
  - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
  - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
  - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on November 16, 2020 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

**WARNING:** According to the State Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). Per the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications.

City of Owosso related meetings are being monitored and violations of statutes will be prosecuted.

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, NOVEMBER 16, 2020  
7:30 P.M.**

**Virtual Meeting**

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF NOVEMBER 2, 2020:**

**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 five (5) minutes duration during the occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CONSENT AGENDA**

1. Glow 5K Run/Walk Permission. Approve request from Owosso Main Street for use of Exchange Street from Water to Washington, Water Street from Exchange to North, and North Street from Water to the entrance to Owosso High School on Saturday, November 28, 2020 from 8:00 a.m. until 11:00 a.m. for the Glow 5K Run/Walk, waive the insurance requirement, and authorize Traffic Control Order No. 1440 formalizing the request.
2. OMS/DDA RLF Grant Funding Approval – J. Harrison Property, LLC. Approve the application from J. Harrison Property, LLC requesting a grant from the OMS/DDA Revolving Loan Fund in the amount of \$25,000.00 for fire suppression construction at 216 W. Main Street.

3. Purchase Authorization - Public Safety Vehicle Equipment Changeover. Waive competitive bidding requirements, authorize contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, supply, and installation of public safety equipment in the new police utility vehicle in the amount of \$8,824.00, and further authorize payment to the vendor upon satisfactory completion of the work.
4. Purchase Authorization – Mower. Authorize purchase of one John Deere commercial grounds mower from D&G Equipment utilizing MiDeal State Contract No. 071B7700085, in the amount of \$20,612.79 and further authorize payment to the vendor upon satisfactory receipt of said equipment.
5. Purchase Authorization – Chipper Body. Authorize purchase of one chipper body for an existing swap loader truck chassis from Truck & Trailer Specialties utilizing MiDeal State Contract No. 071B7700086 in the amount of \$10,055.00 and further authorize payment to the vendor upon satisfactory receipt of said equipment.
6. Warrant No. 593. Authorize Warrant No. 593 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions- 3 <sup>rd</sup> of 4 installments for FY 20/21	Various	\$23,110.00

7. Check Register – October 2020. Affirm check disbursements totaling \$2,851,209.22 for October 2020.

### **ITEMS OF BUSINESS**

1. COVID Reopening Plan. Discuss the COVID-19 Reopening Plan for city employees.
2. Closed Session. Consider holding closed session after the conclusion of Communications for the purpose of consulting with its attorney regarding trial or settlement strategy in connection with specific pending litigation.

### **COMMUNICATIONS**

1. N. Bradley Hisson, Building Official. October 2020 Building Department Report.
2. N. Bradley Hisson, Building Official. October 2020 Code Violations Report.
3. N. Bradley Hisson, Building Official. October 2020 Inspections Report.
4. Kevin D. Lenkart, Public Safety Director. October 2020 Police Report.
5. Kevin D. Lenkart, Public Safety Director. October 2020 Fire Report.
6. Owosso Historical Commission. Minutes of September 14, 2020.
7. Owosso Main Street/DDA. Minutes of October 7, 2020.
8. WWTP Review Board. Minutes of October 27, 2020.
9. Parks & Recreation. Minutes of October 28, 2020.

### **CLOSED SESSION** (IF APPROVED)

### **NEXT MEETING**

Monday, November 30, 2020

### **BOARDS AND COMMISSIONS OPENINGS**

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020  
Building Board of Appeals – Alternate - term expires June 30, 2022  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Brownfield Redevelopment Authority – term expires June 30, 2022

### **ADJOURNMENT**

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

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF NOVEMBER 2, 2020  
7:30 P.M.**

**PRESIDING OFFICER:** MAYOR CHRISTOPHER T. EVELETH

**OPENING PRAYER:** COUNCILMEMBER NICHOLAS L. PIDEK

**PLEDGE OF ALLEGIANCE:** COUNCILMEMBER LOREEN F. BAILEY

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

**ABSENT:** None

**APPROVE AGENDA**

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

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 19, 2020**

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of October 19, 2020 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

**Proposed Ordinance Amendment-Small Cell Wireless Facilities.**

A public hearing was conducted to receive citizen comment regarding the proposal to add Article VII, Small Cell Wireless Facilities, to Chapter 34, Utilities and Services, of the Code of Ordinances of the City of Owosso.

City Manager Nathan Henne spoke about the Public Acts to allow 5G structures in the right of ways. These structures have to be within a ½ mile or less of each other. This ordinance allows for such structures, regulations and fees.

The following person commented regarding the proposed ordinance amendment:

Richard Levitski, 730 W. Stewart St. Apt. 10, stated he is in support of this and 5G is amazing.

No other comments from the public.

Councilmember Pidek asked about the fees and the financial impact on the budget.

City Manager Nathan Henne answered with this could take years to see the full potential of the financial impact.

Motion by Mayor Pro-Tem Osika that the following ordinance be adopted:

**RESOLUTION NO.**

**AMEND CHAPTER 34, UTILITIES AND SERVICES, OF THE CODE OF ORDINANCES  
TO ALLOW ADMINISTRATIVE SITE PLAN REVIEW**

**WHEREAS**, the State of Michigan requires municipalities to allow small-cell wireless infrastructure within the public rights-of-way through Public Act 365 of 2018; and

**WHEREAS**, PA 365 allows municipalities to regulate such infrastructure and establish reasonable fees associated with placement of infrastructure within public rights-of-way; and

**WHEREAS**, the State of Michigan Public Act 366 of 2018 amends the Michigan Zoning Enabling Act with respect to wireless communications equipment and supporting structures and also small-cell wireless facilities; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Owosso hereby amends Chapter 34, Utilities and Services Code of the City of Owosso to add Section 34-313 as follows:

**CITY OF OWOSSO ORDINANCE NO. 813  
AMENDMENT TO THE CITY OF OWOSSO CODE OF ORDINANCES**

An ordinance to amend Chapter 34 of the City of Owosso Code of Ordinances to secure the health, safety, and general welfare of the residents and property owners of the City of Owosso, Shiawassee County, Michigan, by regulating small wireless facilities within the City pursuant to the Small Wireless Communications Facilities Deployment Act, Act 365 of 2018, as amended.

**THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN ORDAINS:**

SECTION 1. ADDITION. That Article VII, Small Cell Wireless Facilities, shall be added to Chapter 34, Utilities and Services, of the Code of Ordinances of the City of Owosso as follows:

**ARTICLE VII. —SMALL CELL WIRELESS FACILITIES**

**Sec. 34-330. — Definitions.**

*Act* means the Small Wireless Communications Facilities Deployment Act, Act 365 of 2018.

*Authorization* means permission from the city to do work in the public way or to maintain facilities in the public way and includes but is not limited to a franchise, a license, a permit, a letter, construction drawing approval. Multiple authorizations may be required for certain activities.

*Colocate* means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. Colocate does not include make-ready work or the installation of a new utility pole or new wireless support structure.

*Contractor* means and includes any of the following licensed entities performing work on an owner's behalf: contractor; subcontractor; or any employee or agent of a contractor, subcontractor, or owner.

*Department* means the City Department of Public Works.

*Emergency* means a condition that poses a clear and immediate danger to life or health, or a significant loss of property, or requires immediate repair to restore service to a group of users of such service.

*Emergency work* means the replacement or repair of damage to active facilities, including main lines and services, where all 811 dig requirements are met.

*Excavate* means without limitation any cutting, digging, grading, tunneling, boring, or other alteration of the surface or subsurface material or earth in the public way.

*Facilities* means poles, pipes, culverts, conduits, ducts, cables, wires, fiber, amplifiers, pedestals, antennas, transmission or receiving equipment, other electronic equipment, electrical conductors, manholes, appliances, signs, pavement structures, irrigation systems, landscaping, monument signs, monument mailboxes and any other similar equipment, for public or private use.

*Owner* means any property owner, company owner, or any entity by which work within the right-of-way has been ordered, or any entity on behalf of which any work within the right-of-way is caused to be performed, or any agent thereof.

*Person* means an individual, association, firm, partnership, limited liability company, joint venture, corporation, government, utility, or other organized entity able to contract for the activities described in this ordinance, whether for profit or not for profit. The term does not include the city.

*Public right-of way* means the area on, below, or above a public roadway, highway, street, alley, easement or waterway. The term "public right-of-way" does not include a federal, state, or private right-of-way.

*Small cell wireless facility* means a wireless facility that meets both of the following requirements:

- (i) Each antenna is located inside an enclosure of not more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than 6 cubic feet.

- (ii) All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

*User* means a person that proposes to place facilities in the public way, places such facilities, or owns or maintains such facilities. The term includes but is not limited to licensees and franchisees.

*Utility pole* means a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that meets the height requirements in section 13(5) of the Act and is designed to support small cell wireless facilities. Utility pole does not include a sign pole less than 15 feet in height above ground.

*Wireless facility* means equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes a small cell wireless facility. Wireless facility does not include (i) the structure or improvements on,

under, or within which the equipment is colocated, (ii) a wireline backhaul facility, or (iii) coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

*Wireless provider* means a wireless infrastructure provider or a wireless services provider. Wireless provider does not include an investor-owned utility whose rates are regulated by the Michigan Public Service Commission ("MPSC").

*Wireless services* means any services, provided using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile location.

*Wireless services provider* means a person that provides wireless services.

*Wireless support structure* means a freestanding structure designed to support, or capable of supporting, small cell wireless facilities. Wireless support structure does not include a utility pole.

#### **Sec. 34-331. — General Requirements.**

- (a) No wireless providers shall occupy, wholly or in part, the streets, alleys, or public rights-of-way within the geographical boundaries of the City without first receiving a franchise and consent and permit for that purpose.
- (b) No wireless providers shall attach, alter, or modify a City-owned pole or wireless support structure without entering into a license agreement with the City.
- (c) The City may establish appropriate requirements for new franchises, licenses, and ordinance requirements consistent with state and federal law, and may modify the requirements of this article from time to time to reflect changes in the industry. The City further retains the right to make any modifications based on court rules, injunctions, or statutory amendments addressing the federal and state law mandates requiring the City to provide this process under its current regulations. The City further reserves any constitutional or statutory challenges it may have under federal and state law to the process mandated, despite its efforts to comply such changes in the law.
- (d) Notwithstanding any other provisions of this article to the contrary, a wireless provider shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof. Provided, however, if any such state or federal law or regulation shall require a wireless provider to perform any service, or shall permit a provider to perform any service, or shall prohibit a wireless provider from performing any service, in conflict with the terms of this article or resulting franchise or of any law or regulation of the City, then as soon as possible following knowledge thereof, a wireless provider shall notify the City of the point of conflict believed to exist between such regulation or law and the laws or regulations of the City or any applicable franchise.
- (e) Subject to this article, wireless providers may occupy and use the public right-of-way to colocate small cell wireless facilities to provide wireless services upon, along, over and under the public right-of-way in the city such that such collocations do not inhibit other utility installations within the public right-of-way.
- (f) The city retains its right to impose fees and compensation consistent with federal and state law.
- (g) Wireless providers shall pay taxes for telecommunications services that are subject to taxation.

- (h) Use of the public right-of-way is allowed only to the extent the city itself possesses such rights.
- (i) Wireless providers shall obtain approvals legally necessary to use the public right-of-way from owners, other than the city, of property interests in the public right-of-way or adjacent to the roadway system located within the city. To the extent any wireless provider obtains approval through a statutory authorization, as opposed to review and approval by the City, the wireless provider's placement or location of any small cell wireless facility, wireless facility, and utility pole within the City's public right-of-way shall comply the general and specific design and location requirements of this article.
- (j) No wireless provider shall have the exclusive right or privilege to occupy or use the public right-of-way for delivery of wireless services or any other purpose.
- (k) The city reserves all rights to use the public right-of-way for any purpose not prohibited by law, including the provision of wireless services, and all rights to grant authorizations to any other person(s), including any wireless provider, to use the public right-of-way.
- (l) Wireless providers shall have no right, title, or interest in the public right-of-way, and any franchise, consent, permit, or license provided by the city provides not right, title or interest to occupy any space outside of the public right-of-way or any private property not owned by the city.
- (m) Wireless providers use of the public right-of-way shall not divest the city of any interest in the public right-of-way.
- (n) The city does not warrant its legal interest in the public right-of-way.
- (o) Nothing in this section shall be deemed or construed to stop or limit the city from exercising any regulatory, police, governmental, or legislative function pursuant to applicable law, which powers include, but are not limited to, the authority to enact regulations, ordinances, rules, and orders not prohibited by state or federal law that affect the public right-of-way or a wireless provider's use of the public right-of-way.
- (p) The terms of this section do not permit the wireless provider to operate a cable system or to provide cable service, as those terms are defined by Section 602 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Section 522), or install any wires or facilities that are required to be permitted under the METRO Act, Public Act 48 of 2002, MCL 484.310.
- (q) This article only permits the wireless provider, upon obtaining required approvals and permits, to place its small cell wireless facilities in those portions of the public right-of-way approved by the city.
- (r) Under no circumstances shall any wireless provider be permitted to place small cell wireless facilities on any building that is on the National Register of Historic Places, pursuant to 47 C.F.R. § 1.1307(a)(4).
- (s) Colocation of small cell wireless facilities shall commence within six months of permit issuance and shall be activated for use no later than one year from the permit issuance date. Failure to commence colocation within six months of permit issuance shall void said permit. A small cell wireless facility not activated within one year of permit issuance shall be considered abandoned and shall be removed from the public right-of-way at the wireless provider's sole expense.
- (t) A wireless provider shall notify the city in writing of the location and date that any

wireless facility located in the city whose use will be discontinued. If the use of the facility is discontinued for 180 days without notice from the owner/operator or the owner of the property or other information indicates that the facility is not in use, the City may declare the facility abandoned. The City will provide notice and provide the wireless provider an opportunity to show cause before the City Manager as to why the wireless facility should not be removed. Following determination of the City Manager, the city may take the necessary steps to remove the facilities from the City's right-of-way.

**Sec. 34-332. — Permit Required.**

- (a) *Permit Requirement.* Except as otherwise provided in the Act, a wireless services provider seeking to use public rights-of-way in the city for its small cell wireless facilities shall apply for and obtain a permit pursuant to this article.
- (b) *Limitations on Facilities in Application.* No more than 20 small cell wireless facilities may be included in a single permit application.
- (c) *Application.* A wireless provider shall apply for a permit on an application form made available by the city clerk. **A wireless provider shall file one copy of the application with the city clerk, one copy with the department, and one copy with the city attorney.** Applications shall be complete and include all required information. An application is not considered complete until all required materials have been submitted and accepted by the city. At a minimum, the applications shall require submission of the following:
  - (1) Applicant contact information, including an address, phone contact, twenty-four-hour emergency contact information, e-mail address, and any applicable license numbers;
  - (2) Applicant's contractor and subcontractor information, including the names, addresses, phone contact, e-mail addresses, emergency contact numbers, and name of the supervisor(s) assigned to any facility project of all contractors or subcontractors that will work within the City's rights-of-way under a permit;
  - (3) Number of wireless facilities that will be deployed;
  - (4) The scope of the deployment, including whether the deployment is modification of a current facility or utility pole, colocation on an existing pole or structure, or installation of a new or replacement structure or pole;
  - (5) GIS maps and coordinates detailing locations for each proposed attachment and related facilities associated with each attachment;
  - (6) A coverage map showing the projected coverage areas of existing and proposed small cell wireless facilities;
  - (7) Site plan at a scale not smaller than one-inch equals twenty feet with dimensions showing the following:
    - i. Proposed location within the right-of-way including nearest cross street intersection;
    - ii. Parcel identification number and property ownership for parcels located within 75 feet of the proposed facility;
    - iii. Height of the proposed facility;

- iv. The distance of the proposed facilities and the nearest property line, roadways, rights-of-way, and utilities within the rights-of-way; and
  - v. Any other proposed improvements that are part of the deployment;
- (8) An application fee as established by the City Council;
  - (9) Executed franchise, license and consent agreement for access to and use of the City's rights-of-way;
  - (10) Specification sheets for all attachments and equipment that will be located within the City, including the dimensional size of the small cell wireless facility and all other wireless equipment;
  - (11) Attachment drawings and demonstrations of each type of installation, including photograph simulations showing collocations, new or replacement poles, and concealment and design characteristics satisfying this article;
  - (12) Structure loading analysis if being colocated on any pole within the City including but not limited to a utility pole or a Consumer's Energy pole or any other structure;
  - (13) Attestation that the small cell wireless facilities will be operational for use by a wireless services provider within one (1) year after the permit issuance date;
  - (14) Work plan describing the location of the proposed work, the work to be performed, the limits of disturbance to the public right-of-way and the method and materials to be used;
  - (15) Landscape plans for ground-mounted facilities, if applicable;
  - (16) Site/structure remediation plans for restoring the public right-of-way after removal of the wireless facilities;
  - (17) Certificate of compliance with FCC radio frequency emission regulations;
  - (18) For all new poles, replacement poles, and wireless structures, demonstration of compliance with AN SI/TIA 222-G-2 standards;
  - (19) For all new poles, replacement poles, and wireless support structures, a certification by the wireless provider and a structural analysis sealed by a licensed engineer attesting that the towers and structures design and present condition (if existing prior to the application) will accommodate collocation of additional antennas, including the extent of such collocation space;
  - (20) For all new poles, replacement poles, and wireless support structures, a statement from a licensed engineer why no current existing towers or structures are adequate to provide the services planned with the wireless facility;
  - (21) An inventory of any existing and approved small cell wireless facilities, poles, and wireless support structures that are within the jurisdiction of the City;
  - (22) Copy of all other permits related to the deployment, including any applicable METRO Act application and permit;
  - (23) For deployments in downtown or residential districts, documentation of

compliance with design and location requirements;

(24) Documentation showing adequate insurance, including the City named as an additional insured;

(25) A performance bond meeting the requirements of this Article; and

(26) Any additional information requested by the City.

(d) *Confidential information.* If a wireless provider claims that any portion of the information submitted by it as part of its application contains trade secret, proprietary, or confidential information, which is exempt from the Freedom of Information Act (MCL 15.231 et seq.), the wireless provider shall prominently so indicate on the application.

(e) *Application fee.* Except as otherwise provided by the Act, the application shall be accompanied by a one-time nonrefundable application fee in the amount as established by City Council.

(f) *Permit Approval Process.* Permit applications shall comply with the following process.

(1) *Submission.* The wireless provider may file the application, including all required documents, fees and information as guided by 34-315 (c).

(2) *Initial Review for Completeness.* Submitted applications will first be reviewed for completeness to ensure that all required information is included. If an application is deemed incomplete, the City will provide written notice to the wireless provider which clearly delineates all missing documents or information. Any applicable statutory review times will be tolled from the time the City notifies the wireless provider that the application is incomplete until a supplemental submission is received.

(3) *Review by City Staff* Once an application is deemed complete, it will be reviewed by the City Manager, the City Department of Public Works, the City Building Official, the Chairperson of the Downtown Development Authority (if said application pertains to a location within the DDA District), the City Attorney and any other designees of the City Manager.

(4) *Post-application Meeting.* If review by the City raises any issues or concerns, meetings with the wireless provider and relevant members of the City staff may be requested.

(5) *Final Approval.* Upon the conclusion of the City's review, the City Council will review the application and any recommendations from City staff. If the City Council is satisfied that all the requirements of this article are satisfied, it will approve the application. The wireless provider is requested to attend this meeting.

(6) *Issuance of Permit.* Once an application is approved by the City Council, the City Department of Public Works shall issue a permit granting wireless provider access to and use of the public rights-of-way.

(7) *Notice of Completion.* Wireless provider will notify the City within 48 hours after completing the work allowed by the permit.

(8) *Final Inspection.* Within 30 days after receiving notice that the wireless provider has completed the work under the permit, the City will inspect the wireless provider's facilities and make a written report as to the satisfaction of the permit, the City Code,

any applicable agreements and state and federal law.

(g) Timeline for Review. Applications will be processed consistent with the following timelines:

- (1) *Colocation Requests.* Applications requesting to colocate small cell wireless facilities on poles located within the public right-of-way will be approved or denied within 60 days after the date the application is submitted, subject to the following:
  - i. The City will determine whether the application is complete within 25 days after the application is submitted. The City will provide written notice to the wireless provider if the application is deemed incomplete and a supplemental response is required.
  - ii. If a supplemental response is required, the City's deadline for approving or denying the application will be tolled by however many days it takes for the wireless provider to submit a supplemental response to the City after receiving notice that the wireless provider's application was incomplete. The City will notify the wireless provider whether the application remains incomplete within 10 days of receiving a supplemental response. If more than one supplemental response is required, the deadline for approving or denying the application will continue to be tolled by the number of days between the City providing notice to the wireless provider and the City receiving a supplemental submission.
  - iii. The City may add 15 days to the deadline for approving or denying the application if another wireless provider also submitted an application within 7 days of the date of the submission of the application in question.
  - iv. The City may extend the deadline for approving or denying the application by an additional 15 days if the City notifies the wireless provider in writing that an extension is needed and the reasons for the extension.
  - v. If the City denies a completed application, it will provide written notice explaining the reason for denial. The wireless provider may cure the identified deficiencies and resubmit its application within 30 days after the denial without paying an additional fee. The City will approve or deny the revised application within 30 days after receiving the revised application.
  - vi. The deadline for approving or denying the application may be extended by mutual agreement between the City and the wireless provider.
- (2) *Requests to Install a New or Replacement Utility Pole:* Applications requesting to install a new or replacement utility pole and associated small cell wireless facility within the public right of way will be approved or denied within 90 days after the date the application is submitted. The City will determine whether the application is complete, deny the application, and review and consider a revised application as provided for collocation requests.
- (3) *Requests to Install Facilities Outside the ROW, New or Replacement Wireless Support Structures Within the ROW or to Modify Wireless Support Structures.* Applications to install or modify small cell wireless facilities outside of the public right-of-way, application to install new or replacement wireless support structures within the public right-of-way, and applications to install or modify wireless support structures to be used for small cell wireless facilities will be approved or denied within 90 days after the date the application is submitted, subject to the following:

- i. The City will determine whether the application is complete within 30 days the wireless provider if the application is deemed incomplete and a supplemental response is required.
  - ii. If a supplemental response is required, the City's deadline for approving or denying the application will be tolled by however many days it takes for the wireless provider to submit a supplemental response to the City after receiving notice that the wireless provider's application was incomplete. The City will notify the wireless provider whether the application remains incomplete within 10 days of receiving a supplemental response. If more than one supplemental response is required, the deadline for approving or denying the application will continue to be tolled by the number of days between the City providing notice to the wireless provider and the City receiving a supplemental submission.
  - iii. The deadline for approving or denying the application may be extended by mutual agreement between the City and the wireless provider.
- (4) *Requests to Install New Wireless Support Structures Outside of the ROW.* Applications to install or construct new wireless support structures outside of the public right-of-way to be used for small cell wireless facilities will be approved or denied within 150 days after the date the application is submitted, subject to the following:
  - i. The City will determine whether the application is complete within 30 days after the application is submitted. The City will provide written notice to the wireless provider if the application is deemed incomplete and a supplemental response is required.
  - ii. If a supplemental response is required, the City's deadline for approving or denying the application will be tolled by however many days it takes for the wireless provider to submit a supplemental response to the City after receiving notice that the wireless provider's application was incomplete. The City will notify the wireless provider whether the application remains incomplete within 10 days of receiving a supplemental response. If more than one supplemental response is required, the deadline for approving or denying the application will continue to be tolled by the number of days between the City providing notice to the wireless provider and the City receiving a supplemental submission.
  - iii. The deadline for approving or denying the application may be extended by mutual agreement between the City and the wireless provider.
- (h) *Standards for Review of Application.* The city may grant or deny the location and installation of any small wireless facility, pole, or wireless support structure prior to installation, if installation would:
  - (1) Materially interfere with the safe operation of traffic control equipment.
  - (2) Materially interfere with sight lines or clear zones for transportation or pedestrians.
  - (3) Materially interfere with compliance with the Americans with Disabilities Act of 1990, Public Law 101-336, or similar federal, state, or local standards regarding pedestrian access or movement.
  - (4) Materially interfere with or endanger the use of City bike paths, walkways, parks, or recreational areas used by City residents.

- (5) Materially interfere with use or maintenance of the City's public utility infrastructure.
- (6) Materially interfere with maintenance or use of the City's drainage infrastructure as it was originally designed, or not be located a reasonable distance from the drainage infrastructure to ensure maintenance.
- (7) Fail to comply with spacing requirements as set forth in this article.
- (8) Fail to comply with applicable codes.
- (9) Fail to comply with design and concealment requirements as set forth in this article.
- (10) Fail to maximize existing infrastructure, i.e. applicant's refusal to colocate upon an available established structure without reasonable explanation, data or proof of how colocation will be detrimental to the service or performance of the small cell wireless equipment.

**Sec. 34-333. —General Design and Location Requirements.**

Small cell wireless facilities, related equipment and accessories, poles and wireless support structures shall comply with the following design and concealment standards:

- (a) *Compatible Design.* All small cell wireless facilities and related equipment must use materials, colors, textures, and screening so as to be aesthetically and architecturally compatible with the surrounding environment, including:
  - (1) Be compatible in design to match existing street lights, traffic control devices, poles, infrastructure, outside furniture, garbage receptacles, and adjacent buildings.
  - (2) Be aesthetically pleasing.
  - (3) Be the similar in color to existing architecture and adjacent infrastructure.
- (b) *Lighting.* Facilities shall not be artificially lighted. If lighting is required, the lighting fixtures and installation must cause the least disturbance to surrounding properties.
- (c) *Colocation.* Unless physically or technically infeasible, all wireless facilities shall be attached and colocated to existing structures within the City. The attachment and collocation is an effort to maximize the municipality's infrastructure and to avoid excessive structures. Any wireless provider must openly allow another provider to colocate upon its wireless facility under rates and conditions that are acceptable within the industry to promote colocation. Unless physically or technically infeasible to attach a new wireless facility to an existing pole or structure, any City approved new wireless facilities shall be constructed to accommodate two or more users.
- (d) *Ancillary Facility Equipment.* All other wireless equipment with the facility shall be designed and painted to satisfy this section. The equipment will be required by the City to be located underground in any locations where the equipment will be visible from adjacent roadways and lots and public electrical utility lines are already placed underground. Where underground placement of equipment is not required or would impair service, aboveground placement is permitted upon the City's approval. Ground-mounted equipment shall comply with the following requirements:
  - (1) All equipment shall be completely concealed from view within an enclosed cabinet. Cabinets must be compatible in color and design to match existing infrastructure and architecture.

- (2) So as not to impede or impair public safety or the legal use of the public right-of-way by the traveling public, in no case shall ground-mounted equipment be located closer than two feet from the public right-of-way, edge line, face of curb, sidewalk, bike lane or shared-use path.
- (3) Ground-mounted equipment shall be located a minimum of 12 feet from any permanent object or existing lawful encroachment in the public right-of-way to allow for access.
- (4) Ground-mounted equipment must be secured to a concrete foundation or slab with a breakaway design in the event of collisions.
- (5) Ground-mounted equipment must either be screened with plant material that is consistent with the characteristics of the surrounding area, be integrated into the base of an existing utility pole, wireless support structure or other infrastructure, or be otherwise camouflaged so as to be aesthetically and architecturally compatible with surrounding environment, without detracting from the streetscape. The City and the wireless provider shall agree on mutually acceptable design criteria prior to any aboveground deployment.
- (e) *Separation Distances.* New utility poles and ground-mounted equipment shall be installed at least 300 feet from any existing or proposed utility pole or ground-mounted equipment. Any wireless provider desiring to install poles less than 300 feet apart shall demonstrate to the City's satisfaction that the wireless provider could not serve a location without the desired placement.
- (f) *Marking and Signage.* No small cell wireless facility, utility pole, wireless support structure or any portion thereof shall have any signage except as expressly permitted by this article or as required by state or federal law. Aerial portions of small cell wireless facilities shall be marked with a marker which shall state wireless provider's name and provide a toll-free number to call for assistance. Underground portions of small cell wireless facilities shall have a stake or other appropriate above ground markers with wireless provider's name and a toll-free number indicating that there is buried equipment below. Any marking required by this section shall not be used for advertising purposes and shall not exceed one (1) square foot in area unless approved by the City.

**Sec. 34-334. —Design and Location Requirements for Deployments on Existing Poles.**

Small cell wireless facilities installed on existing utility, street light, traffic signal poles, or wireless support structures located in residential and downtown districts shall comply with the following design and concealment standards:

- (a) The maximum pole height shall be 40 feet.
- (b) They shall be aesthetically pleasing, similar in design to existing infrastructure and architecture, consistent with the local character of the area and shall not detract from the streetscape.
- (c) To the extent practicable, all accessory cables and equipment shall be installed underground.
  - (1) If any equipment cannot be installed underground, then it shall be installed at the base of the pole and concealed with skirting compatible in design and color to the pole.

- (d) Antenna shall be installed within the pole and not visible. If any antenna cannot be installed within the pole and made not visible, then it shall extend vertically from the pole or be flush-mounted to the side of the pole and shall be designed to be an architecturally compatible extension of the pole. The diameter of the antenna shall be consistent with the diameter of the pole, not including other appurtenances or extensions from the pole, or the base to which the pole is mounted. The antenna shall not extend more than ten feet above the top of the pole and not exceed forty feet in total height as measured from the ground.

#### **Sec. 34-335. — Design and Location Requirements for Deployments Requiring New Poles**

Small cell wireless facilities requiring the installation of a new pole or wireless support structure in residential, historic, and downtown districts shall comply with the following design and concealment standards:

- (a) If available, small cell wireless facilities shall attach to existing poles or wireless support structures.
- (b) In the event that the only alternative to locating a small cell wireless facility upon an existing pole or wireless support structure is new construction of a pole or wireless support structure, the new pole or wireless support structure shall be designed to accommodate multiple small cell wireless provider facilities.
- (c) Poles shall be located a minimum of 15 feet from any tree, measured to the nearest edge of the tree-trunk. Additionally, 80 percent of the root protection zone shall remain undisturbed. The root protection zone shall either be a six-foot radius around the tree or a one-foot radius for every inch of tree diameter at breast height, whichever is greater. This minimum separation shall not apply for a new pole that replaces an existing pole, where the new pole is installed in the same place as, or immediate vicinity of, the existing pole.
- (d) Poles shall be designed pursuant to city standards or the applicable utility's standard, and function as street light poles, utility poles, or traffic signal poles in consultation with the city or the applicable utility and shall be incorporated into the applicable utility or signaling system.
- (e) Poles shall comply with the following height regulations:
  - (1) In residential districts, poles shall not exceed 33 feet in height from ground level.
  - (2) In downtown districts, poles shall not exceed 10% of an adjacent building or exceed 40 feet in height from ground level, whichever is less.
  - (3) In all other districts, poles shall not exceed 40 feet in height from ground level.
- (f) Poles shall be designed and installed with materials and appearance consistent with existing poles in the adjacent public way, unless materials and appearance are prescribed by other ordinance, law, or City requirements. Poles shall be aesthetically pleasing, consistent with the local character of the area and shall not detract from the streetscape.
- (g) Antenna shall be installed within the pole and not visible. If any antenna cannot be installed within the pole and made not visible, then it shall extend vertically from the pole or be flush-mounted to the side of the pole and shall be designed to be an architecturally compatible extension of the pole. The diameter of the antenna shall be consistent with

the diameter of the pole, not including other appurtenances or extensions from the pole, or the base to which the pole is mounted. The antenna shall not extend more than five feet above the top of the pole.

- (h) To the extent practicable, all accessory cables and equipment shall be installed within the pole or placed underground as required by this article.

#### **Sec. 34-336. — Insurance and Bonding Requirements**

- (a) *Insurance.* The wireless provider shall furnish proof of insurance in an amount and form satisfactory to the City, naming the City as an additional insured. Such insurance shall cover a period of not less than the term of this permit and shall provide that it cannot be cancelled without thirty (30) days advance written notice to the City.
- (b) *Bonding.* Before any work under a permit issued pursuant to this Article may commence, a wireless provider shall furnish to the City a performance bond in the form of an irrevocable bank letter of credit form or surety bond form approved by City, in the amount of \$1,000.00 per small cell wireless facility included in the application for a permit, to provide for the reasonable costs of removal of abandoned or improperly maintained small cell wireless facilities, to repair the ROW or to recoup unpaid rates or fees.

#### **Sec. 34-337. — Assignment; Speculation**

- (a) *Assignment; Transfer.* No permit may be transferred or assigned by a wireless provider without the City's express written permission until the construction and installation of all permitted small cell wireless facilities is completed. After completion of such construction, wireless provider must provide notice to the City no later than thirty (30) days after any assignment or transfer, provided that the transferee or assignee:
  - (1) Is qualified to perform under the terms of this Article, the permit issued by the City and any applicable agreement with the City, and shall be subject to the obligations set forth in the same;
  - (2) Supplies the City with all relevant information required by this Article, the permit issued by the City and any applicable agreement with the City; and
  - (3) Complies with any updated insurance and bond requirements deemed reasonably necessary by the City.
- (b) *Speculation.* Any permit obtained pursuant to this Article shall not be held for speculative purposes.

#### **Sec. 34-338. — Revocation of Permit; Removal**

- (a) **Revocation of Permit.** A permit to install small cell wireless facilities issued pursuant to this Article shall be revoked upon the occurrence of any of the following events:
  - (1) The wireless provider does not commence construction of the permitted small cell wireless facilities six (6) months after the date of issuance;
  - (2) The permitted small cell wireless facilities are not operational within one (1) year after the date of issuance;
  - (3) The wireless provider or the permitted small cell wireless facilities violate the terms or conditions of this Article, any applicable agreement with the City, any permit issued

by the City, applicable codes or any relevant provision of state or federal law, and such violations are not corrected within thirty (30) days after receiving written notice from the City;

- (4) After the permitted small cell wireless facilities become operational, the wireless provider discontinues the use of the small cell wireless facilities for a period of one hundred and eighty (180) consecutive days;
- (5) The wireless provider fails to renew the permit, or the permit otherwise expires by its own terms; or
- (6) The wireless provider voluntarily requests that a permit be terminated.

These deadlines may be extended only with express written permission from the City. If small cell wireless facilities, utility poles or wireless support structures are installed prior to the revocation of a permit, the wireless provider shall comply with the procedures for removal in the following Section.

(b) *Removal of Facilities; Restoration.*

- (1) A wireless provider shall remove all small cell wireless facilities, utility poles and wireless support structures, and shall restore the public right-of-way to its preinstallation condition within forty-five (45) days after receiving written notice from the City that a permit issued pursuant to this Article has been revoked.
- (2) If the wireless provider does not complete removal and restoration within forty-five (45) days after receiving such notice, the City shall have the right, but not the obligation, to complete the removal and restoration and assess the costs and expenses against the wireless provider, including, without limitation, any administrative costs.
- (3) If the City exercises its right to effectuate removal and restoration, the wireless provider shall pay to the City the costs and expenses incurred by the City in performing any removal work and any storage of the wireless provider's property after removal (including any portion of the small cell wireless facilities) within fifteen (15) business days of the date of a written demand for this payment from the City. The City may, in its discretion, obtain reimbursement for the above by making a claim under the wireless provider's performance bond. After the City receives the reimbursement payment from the wireless provider for the removal work performed by the City, the City shall promptly return to the wireless provider the property belonging to the wireless provider and removed by the City pursuant to this Section at no liability to the City. If the City does not receive the reimbursement payment from the wireless provider within such fifteen (15) business days, or if City does not elect to remove such items at the City's cost after the wireless provider's failure to so remove prior to forty-five (45) days subsequent to the issuance of notice pursuant to this Section, any items of the wireless provider's property, including without limitation the small cell wireless facilities, remaining on or about the public right-of-way or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such property in any manner allowed by law, and in accordance with any legal rights of persons other than the City who own utility poles located in the public right-of-way and used by the wireless provider. Alternatively, the City may elect to take title to such abandoned property, regardless of whether the City is provided a valid instrument satisfactory to the City, which transfers the ownership of such property to the City.
- (4) The deadline for removal and restoration may be extended only with express written

permission from the City Manager.

**Sec. 34-339. — Severability**

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

**Sec. 34-340. — Repeal**

Any and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**Sec. 34-341. — Effective Date**

This Ordinance shall become effective upon publication of a notice in a newspaper circulated in the City, stating the date of the enactment and the effective date of the ordinance, a brief notice as to the subject matter of this ordinance, and such other facts as the City Clerk shall deem pertinent and that a copy of the ordinance is available for public use and inspection at the office of the City Clerk.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

**CITIZEN COMMENTS AND QUESTIONS**

Shiawassee County Commissioner Marlene Webster discusses the county's draft budget and a 15% cut to each department.

Tom Manke stated tomorrow is election day and thanks to the election workers.

Mayor Eveleth said thank you to Lori Bailey for her 9 years of service on the Council and this is her last meeting. Lori stated it has been an honor to serve the city.

Councilmember Fear stated thanks to everyone in the Clerk's office for how well they are organized for the election. Mayor Eveleth stated "best darn Clerk in the county."

**CONSENT AGENDA**

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

MERS Retirement Temporary Modification Hazard Pay. Approved a modification to eligible employees' MERS accounts to remove recent hazard pay checks from their FAC.

**RESOLUTION NO.  
ADOPTING THE MUNICIPAL EMPLOYEES RETIREMENT SYSTEM TEMPORARY MODIFICATION  
TO BENEFIT PROVISIONS  
FOR DIVISION 05 (FIREFIGHTERS)**

WHEREAS, the city of Owosso, a Michigan municipal corporation, is a member of the Municipal Employees Retirement System (MERS); and

WHEREAS, recently enacted changes in the labor contract for the International Association of Fire Fighters (IAFF), Local 504 modified certain pension benefits; and

WHEREAS, firefighters received \$1,000 in hazard pay from the FRHPPP grant; and

WHEREAS, the city council must adopt a resolution authorizing a temporary modification to benefit provisions.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to provide the \$1,000 one-time payment to our first responders and include that amount in the Final Average Compensation (FAC) for the firefighters and to also take out deductions for pension purposes from that same amount.
- SECOND: The mayor and city clerk are instructed and authorized to sign the MERS Temporary Modification to Benefit Provisions form.
- THIRD: That this modification to benefits is approved for the firefighters and payroll can make the necessary adjustments in the payroll system and with the MERS plan.

Warrant No. 592. Authorized Warrant No. 592 as follows:

Vendor	Description	Fund	Amount
Caledonia Township	Utility Fund Payment 7.1.20-9.30-20	Water	\$48,892.12
Owosso Township	2011 Water Agreement Payment 7.1.20-9.30.20	Water	\$65,582.51
		Total	\$65,582.51

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **ITEMS OF BUSINESS**

Fee Schedule Update. Amend the City's fee schedule to include reasonable fees for Small Cell DAS infrastructure installations within the public right of way subject to Public Acts 365 and 366 of 2018.

Motion by Mayor Pro-Tem Osika to approve the Fee Schedule Update as follows:

#### **RESOLUTION NO.**

#### **A RESOLUTION TO AMEND THE OWOSSO FEE SCHEDULE TO ESTABLISH RATES, CHARGES, AND FEES ASSOCIATED WITH WIRELESS COMMUNICATIONS EQUIPMENT, SUPPORT STRUCTURES, AND SMALL CELL WIRELESS FACILITIES AND ASSOCIATED STRUCTURES**

WHEREAS, The State of Michigan recently adopted Public Act 365 of 2018 ("Act 365") and Public Act 366 of 2018 ("Act 366"). Both acts take effect on March 12, 2019.

WHEREAS, Act 365 significantly impinges on the City of Owosso's authority and control over its rights of way and other public places by mandating that the small cell wireless facilities and associated support structures be allowed to use and operate within those public spaces.

WHEREAS, Act 365 further limits the maximum amount which the City of Owosso can charge to small cell wireless providers for use of these public resources, which are maintained and operated by the City of Owosso.

WHEREAS, Act 366 amends the State of Michigan Zoning Enabling Act with respect to wireless communications equipment and supporting structures and also small cell wireless facilities.

WHEREAS, This resolution is adopted in order to implement the rates, charges, and fees permitted to be assessed by the City of Owosso to utilize and operate within the City of Owosso's public rights of way and other public spaces by the providers of small cell wireless services and wireless communications services.

NOW, THEREFORE, IT IS RESOLVED THAT:

FIRST:

The City of Owosso Fee Schedule is hereby amended to add the following rates, charges, and fees:

- a) The zoning application fee for wireless communications equipment and support structures as defined by Act 366 shall be may not exceed the City's actual, reasonable costs to review and process the application or \$1,000.00, whichever is less.
- b) The zoning application fee for non-exempt co-locating small cell wireless facilities and support structures as defined by Act 365 shall be:
  - a. \$1,000.00 for a new wireless support structure or modification of an existing wireless support structure.
  - b. \$500.00 for a new small cell wireless facility or modification of an existing small cell wireless facility.
- c) The application fee for a permit to co-locate a small cell wireless facility and/or associated support structure shall not exceed and shall be set as follows:
  - a. \$200.00 for each small cell wireless facility alone.
  - b. \$300.00 for each small cell wireless facility and a new utility pole or wireless support structure to which it will be attached.
- d) Provided that every 5 years after November 2, 2020, and without further action of the City of Owosso, the maximum fees then authorized under this subsection C shall be increased by 10% and rounded to the nearest dollar.
- e) The annual permit fee for each utility pole or wireless support structure in the ROW in the City of Owosso on which a wireless provider has approval to co-locate a small cell wireless facility shall not exceed and shall be set as follows:
  - a. \$20.00 annually, unless subsection D. (2) applies.
  - b. \$125.00 annually, if the utility pole or wireless support structure was erected by or on behalf of the wireless provider on or after March 12, 2019. (This subdivision does not apply to the replacement of a utility pole that was not designed to support small cell wireless facilities).
- f) Provided that every 5 years after November 2, 2020, and without further action of the City of Owosso, the maximum rates then authorized under this subsection D shall be increased by 10% and rounded to the nearest dollar.

SECOND: All words, terms, and phrases used in this Resolution shall be interpreted in a manner consistent with Act 365 and Act 366.

THIRD: All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict,

hereby repealed.

FOURTH: This Resolution shall take immediate effect.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

**COMMUNICATIONS**

N. Bradley Hissong, Building Official. Annual Liquor License Inspections.  
City Manager. Monthly Report

**NEXT MEETING**

Monday, November 16, 2020 Organizational and Regular Meeting

**BOARDS AND COMMISSIONS OPENINGS**

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020  
Building Board of Appeals – Alternate - term expires June 30, 2022  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Brownfield Redevelopment Authority – term expires June 30, 2022

**ADJOURNMENT**

Motion by Councilmember Bailey for adjournment at 7:59 p.m.

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

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Christopher T. Eveleth, Mayor

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Tanya S. Buckelew, Recording Secretary



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

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# *MEMORANDUM*

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DATE: November 9, 2020  
TO: City Council  
FROM: Kevin Lenkart  
Director of Public Safety  
RE: Traffic Control Order # 1440

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Susan Treen, Owosso Main Street/DDA Glow Work Plan Manager, is requesting a street closure for the annual 5K Run/Walk.

**LOCATION:**

Glow 5K Run/Walk

Exchange Street from Water Street to Washington Street; Water Street from Exchange Street to North Street; North Street to entry of Owosso High School

**DATE/TIME:**

Owosso Main Street/DDA's Annual Glow 5K Run/Walk

Saturday, November 28<sup>th</sup>, 2020

8:00 am – 11:00 am

The Public Safety Department has issued Traffic Control Order No. #1440 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.

DATE

TIME

1440

11/9/20

2:30 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street and Plaza lot closure

LOCATION OF CONTROL

Glow 5K Run/Walk

Exchange Street from Water Street to Washington Street; Water Street from Exchange Street to North Street; North Street to entry of Owosso High School

Owosso Main Street/DDA's Annual Glow 5K Run/Walk

Saturday, November 28<sup>th</sup>, 2020

8:00 am – 11:00 am

APPROVED BY COUNCIL

\_\_\_\_\_, 20\_\_\_\_

REMARKS



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

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

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

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

Name of individual or group: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Contact Person

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Requested Date(s): \_\_\_\_\_ Requested Hours: \_\_\_\_\_

Area Requested (Parking Lot - Parade Route): \_\_\_\_\_

Detailed description of the use for which the request is made: \_\_\_\_\_

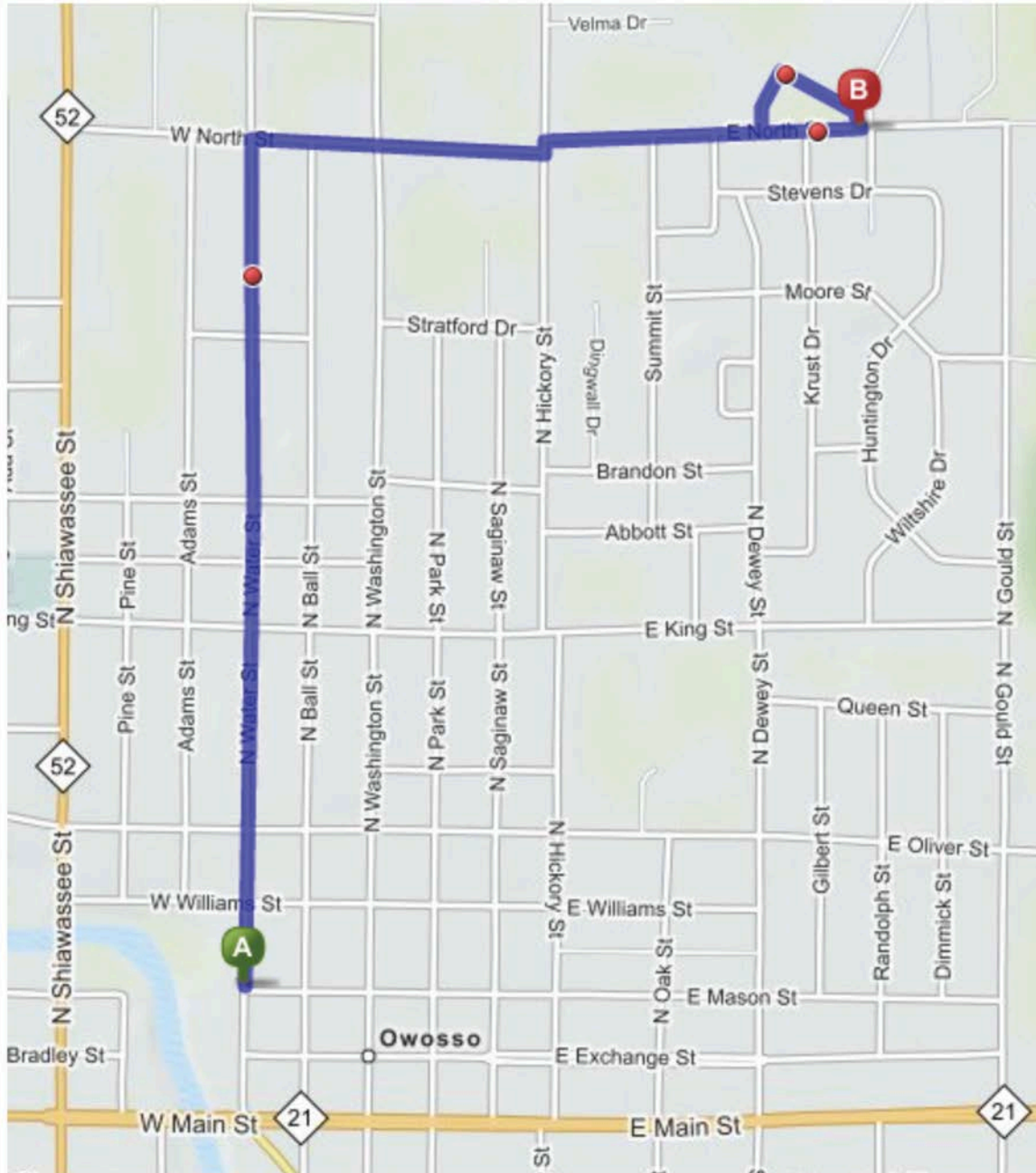
- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☐ The City Council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

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

Approved ☐ Not Approved ☐ Date: \_\_\_\_\_ Traffic Control Order Number \_\_\_\_\_

Cc: DDA - Director  
WCIA - Chairperson

# Glow Owosso 5K Run/Walk Route





## **MEMORANDUM**

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

DATE: November 9, 2020

TO: Owosso City Council

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

**SUBJECT: OMS/DDA Revolving Loan Fund - Grant Approval**

### **RECOMMENDATION:**

Approval of the OMS/DDA Revolving Loan Fund grant application for 216 W. Main Street for \$25,000.00 to J. Harrison Property, LLC. - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

### **BACKGROUND:**

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

During their October 26, 2020, the Revolving Loan Committee reviewed and approved J. Harrison Property's grant application for fire suppression construction located within 216 W. Main Street.

During their November 4, 2020 Board Meeting, the OMS/DDA Board of Directors approved the grant for approval.

### **FISCAL IMPACTS:**

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

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND GRANT TO  
J. HARRISON PROPERTY, LLC.  
ASSOCIATED TO WORK AT 216 W. MAIN STREET**

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

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

WHEREAS, on October 11, 2020 a grant application was submitted to the OMS/DDA for a grant request from J. Harrison Property, LLC. for \$25,000.00 for fire suppression construction associated with upper-level residential units at 216 W. Main Street.

WHEREAS, on October 26, 2020 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 40. This score is above the 30 points required for consideration.

WHEREAS, on November 4, 2020 the OMS/DDA Board of Directors approved the application.

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

- FIRST: The City of Owosso approves the grant of \$25,000.00 to J. Harrison Property, LLC. for fire suppression construction associated with upper-level residential units at 216 W. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The accounts payable department is authorized to release said grant funds to J. Harrison Property, LLC in the amount of \$25,000.00.

**CITY OF OWOSSO & OWOSSO MAIN STREET/DDA  
GRANT AGREEMENT  
WITH THE  
J.HARRISON PROPERTY, LLC**

THIS GRANT AGREEMENT (this "Agreement"), effective as of **November 16, 2020** (the "Effective Date"), is between the City of Owosso, a public body, whose address is 301 W. Main Street, Owosso, Michigan 48867, and J. Harrison Property, LLC., a private company, whose address is 216 W. Main St. Owosso, Michigan 48867 (the "Grantee"). As used in this Agreement, the City of Owosso and the Grantee are, individually, a "Party" and, collectively, the "Parties".

## **RECITALS**

A. The Revolving Loan Fund upper-floor residential development grant were created to incentive the increase upper-floor residential development within the downtown district. Increasing upper-floor residential density within the downtown is a Transformation Strategy for Owosso Main Street/DDA in collaboration with both the National Main Street Center & the Michigan Main Street Center.

B. The Grantee applied for grants for upper-floor residential development fire suppression construction within 216 W. Main Street ("Project").

C. The City of Owosso agrees to award Grantee a grant in the amount of up to Twenty-Five Thousand Dollars (\$25,000.00) to be disbursed by Grantee under the terms of this Agreement (the "RFL Grant").

D. Consistent with this Agreement, the Grantee desires to disburse the RFL Grant to the Company for reimbursement of certain of Company's development expenses for the Project arising out of architectural services (the foregoing, "Eligible Expenses").

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

## **ARTICLE I**

### **DEFINITIONS**

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

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

## **ARTICLE II**

### **RFL GRANT**

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

**Section 2.2 RFL Grant Manager.** The Grantee must communicate with the City of Owosso's representative named below, or his or her designee, regarding this Agreement. The Grant Manager may be changed at any time at the discretion of the City of Owosso, and the City of Owosso shall give Grantee notice of any change to the designated Grant Manager.

Joshua Adams ("Grant Manager")

Owosso Main Street/DDA  
301 W. Main Street  
Owosso, MI 48867  
downtownowosso@gmail.com

### **Section 2.3 Grant Terms.**

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

## **ARTICLE III**

### **REPRESENTATIONS AND COVENANTS OF THE GRANTEE**

The Grantee represents and warrants to the City of Owosso:

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

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

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

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

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

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

### **Section 3.7 Uses of Grant Disbursements.**

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

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

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

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

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

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

#### **Section 3.10 Other Grantee Covenants**

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

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

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

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

## **ARTICLE IV**

### **REPRESENTATIONS AND COVENANTS OF THE CITY OF OWOSSO**

The City of Owosso represents and warrants to the Grantee:

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

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

## **ARTICLE V**

### **SUSPENSION, TERMINATION, DEFAULT AND REPAYMENT**

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

- (a) the failure of the Grantee to request the Grant Disbursement in accordance with this Agreement, which in the aggregate, totals the full amount of the RLF Grant, by no later than October 16, 2021;
- (b) any representation or covenant made by the Grantee in support of this Agreement shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in any Grant Disbursement Request or otherwise in support of Key Milestone Number One, or the representations and covenants set forth in Article III;
- (c) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failing any of the terms, covenants or conditions under Article III, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (d) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the City of Owosso, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Talent and Economic Development, or the City of Owosso, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

### **Section 5.2 Repayment for Certain Events.**

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

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

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

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

## **ARTICLE VI**

### **MISCELLANEOUS**

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

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

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

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

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

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

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

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

**Section 6.9 Termination of Agreement.** Except as to this Article VI and the Exhibit A definitions, which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims for repayment hereunder which arise out event that occurred during the Term, shall be

brought within three (3) years after the end of the Term, and all available remedies thereon shall survive until all amounts due the City of Owosso are paid in full. Provided further, and notwithstanding anything to the contrary, in the event that the State Legislature or the State government fails to provide or terminates the funding necessary for the City of Owosso to fund the RLF Grant, the City of Owosso may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the City of Owosso has no further obligation to make any Grant Disbursement to Grantee for any reason beyond the date of termination of this Agreement.

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

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

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

(Signature page follows)

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

**City of Owosso**

\_\_\_\_\_  
By: Christopher Eveleth  
Its: Mayor

**J. Harrison Property, LLC**

\_\_\_\_\_  
By: James Woodworth  
Its: \_\_\_\_\_

# EXHIBIT A

## DEFINED TERMS

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

## EXHIBIT B

### KEY MILESTONES

Key Milestone Number One:

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

**Grant Disbursement:** Up to \$25,000.00.

By no later than October 16, 2021, the Grantee must submit, and demonstrate to the satisfaction of the Grant Manager, all the following, and must otherwise be in compliance with the Agreement:

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

## EXHIBIT B-1

### KEY MILESTONE NUMBER ONE GRANT DISBURSEMENT REQUEST

This Grant Disbursement Request is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of October 16, 2020 (the "Grant Agreement"), by and between the City of Owosso, and the J. Harrison Property, LLC (the "Grantee"). Capitalized terms in this Grant Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.

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

1. The Grantee has complied, and is in compliance, with all the terms, covenants and conditions of the Grant Agreement.
2. No Event of Default (as defined in Section 5.1 of the Grant Agreement) exists, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.
3. The representations and covenants of the Grantee contained in Article III of the Grant Agreement are true.
4. This Grant Disbursement Request is being submitted with respect to J. Harrison Property, LLC ("Company") for the Project located at 216 W. Main Street, Owosso, MI 48867.
5. Attached is a copy of supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).
6. Attached is one or more photograph(s) evidencing the improvements made to the Project because of Eligible Expenses.

7. The Grantee requests a Grant disbursement in the amount of \$25,000.00.

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

City of Owosso

\_\_\_\_\_  
By: Christopher Eveleth  
Its: Mayor

Dated: \_\_\_\_\_

## **COMPANY ACKNOWLEDGMENT**

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

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

J. Harrison Property, LLC

\_\_\_\_\_  
By: James Woodworth  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_



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

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

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

APPLICANT NAME: J HARRISON PROPERTIES      DATE REVIEWED: OCTOBER 26, 2020

PROJECT ADDRESS: 216 W. MAIN STREET, OWOSSO, MI 48867

PROJECT SCOPE OF WORK: FIRE SUPPRESSION & WATER LINE INSTALLATION

LOAN REQUEST: NONE      GRANT REQUEST: \$25,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	
Does the project help fulfill OMS Transformation Strategy?	0-10	10	
Is the project supported by a relevant business plan?	0-10	0	
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	
Does the project have a well-articulated path to completion?	0-10	10	
Does the project provide the best use/business type for the district?	0-10	10	
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	0	
Does the project have adequate matching funds?	0-5	0	
<b>TOTAL=</b>		<b>40</b>	

APPROVAL: ☐ / SPECIAL NOTATIONS: \_\_\_\_\_

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal grey lines across its entire width, typical of notebook or primary writing paper. The background is white, and there are no margins, text, or other markings present.



**CITY OF OWOSSO, MICHIGAN**  
**APPLICATION - OWOSSO MAIN STREET/DDA (OMS)**  
**REVOLVING LOAN FUND**

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

## GRANT APPLICATION

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

### APPLICANT INFORMATION:

NAME: J Harrison Property  
ADDRESS: 216 W Main St, Owosso  
BEST PHONE #: 248-730-0275 ☐ Business ☒ Mobile ☐ Home  
EMAIL: jharrisonwoodworth@gmail.com

### PROPERTY INFORMATION:

OWNER ENTITY NAME: J Harrison Property  
DBA (if different): \_\_\_\_\_ EIN # (if applicable): \_\_\_\_\_  
ADDRESS: 216 W Main St, Owosso  
PHONE: 248-730-0275 WEBSITE: \_\_\_\_\_  
TYPE/CATEGORY OF PROPERTY: Commercial - Mixed use  
TAX CLASSIFICATION OF OWNER ENTITY:  
☐ Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ S-Corp ☐ Individual  
PROPERTY IS: ☐ Vacant ☒ Occupied - List Tenants: \_\_\_\_\_  
FACILITY/BUILDING IS: ☒ Owned ☐ Leased ☐ Rented ☐ Looking for Space ☐ N/A  
PROPERTY IS: ☒ Owned by Business ☒ Owned by Applicant ☐ Owned by Other \_\_\_\_\_  
SQUARE FOOTAGE CURRENTLY OCCUPIED: 4,000  
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 8,000

### FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 100,000  
SOURCE OF FUNDS: MSUFCU  
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 328,711

### LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

CONTINUE TO NEXT PAGE

### GRANT REQUEST INFORMATION:

GRANT REQUEST (check up boxes that apply:

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

☐ Architecture Services (up to \$1,500 for each residential unit; maximum \$12,000 per project)  
☐ Elevator (up to \$25,000 per building)

☒ Fire Suppression (up to \$25,000 for projects with two or more upper floor residential units)

☐ Professional Services-Access Study (up to \$5,000 per building)

TOTAL DEVELOPMENT COST: \$ 428,711 TOTAL GRANT REQUESTED: \$ 25,000

ESTIMATED START DATE: 11/01/2018 ESTIMATED COMPLETION DATE: 10/15/2019

WILL GRANT CREATE NEW RESIDENTIAL UNITS? ☐ No ☒ Yes - #: \_\_\_\_\_

WILL GRANT REDEVELOP EXISTING RESIDENTIAL UNITS? ☒ No ☐ Yes - #: \_\_\_\_\_

WILL THE COMPLETION OF PROJECT BE DETERMINED BY GRANT AWARD?

☒ No ☐ Yes - Please provide proof (via pro-forma)

### PROVIDE A BRIEF DESCRIPTION OF DEVELOPMENT:

In line with the OMS transformational strategies, we added 3 apartments on the 2nd floor. One of the units is a 2 bed, 2 bath. The other two units are 1 bed, 1 bath. Fire suppression costs included sprinkler system (\$22,630), new fire rated ceilings on retail level (\$25,000), and excavation costs (\$22,553) for a grand total of \$70,183.

### APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

☒ Completed RLF Application Form ☐ Project Pro-Forma ☒ Cost Estimate(s)

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

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

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

Applicant Signature: James H Woodworth Date Signed: 10/11/2020

### Owosso Main Street/DDA Only:

Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_

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



First Contracting, Inc.  
701 S. Main St.  
P.O. Box 75  
Ovid MI 48866  
989-834-1500

License:

## STATEMENT

Statement Date: 10/09/2020

*PAID IN FULL*  
*10/09/2020*  
*JS*

TO: James Woodworth  
216 W. Main St.  
Suite 201  
Owosso MI 48867

Past Due: \$0.00

Invoice#	Inv Date	Due Date	Description	Job/Work Order	Amount	Paid/Credit	Balance
OWOWOOD AIA01	11/30/18	12/30/18	AIA01	252 - Owosso - Woo	48,499.50	48,499.50	
OWOWOOD AIA02	12/31/18	01/30/19	AIA02	252 - Owosso - Woo	22,053.00	22,053.00	
OWOWOOD AIA03	02/28/19	03/30/19	AIA03	252 - Owosso - Woo	196,280.00	196,280.00	
OWOWOOD AIA04	03/31/19	04/30/19	AIA04	252 - Owosso - Woo	20,001.50	20,001.50	
OWOWOOD AIA05	05/17/19	06/16/19	AIA05	252 - Owosso - Woo	72,220.00	72,220.00	
Totals:					359,054.00	359,054.00	

Current	1-30 Days	31-60 Days	61-90 Days	91 + Days	Retention
0.00	0.00	0.00	0.00	0.00	0.00
Please Pay This Amount					0.00

Thank you for your prompt payment!

## CONTRACT AGREEMENT

This agreement is made this 5th day of October 2018 and effective the 5th day of October 2018 by and between J. Harrison Property (Owner) and First Contracting, Inc. (Contractor) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

Project: 216 Building Apartments  
Project Location: 216 East Main St., Owosso, Michigan  
Owner: J. Harrison Property  
Contractor: First Contracting, Inc.

### ARTICLE 1

**Contract Payment.** The Owner agrees to pay the Contractor for satisfactory performance of the Contractors Work the sum of:

**Three Hundred Eighteen Thousand Six Hundred Fifty Five and 00/100 Dollars (\$318,655.00)**

Progress Payments shall be made to the Contractor for Work satisfactorily performed no later than Thirty (30) business days after receipt by Owner of draw application from the Contractor. Final payment of the balance due shall be made to the Contractor no later Thirty (30) business days after receipt by Owner of all close out documents and final draw application from the Contractor. These payments are subject to receipt of such Lien Waivers, Affidavits, Warranties and/or Guarantees required by the Contract Documents, and the Owner.

### ARTICLE 2

**Scope of Work.** Contractor agrees to commence Owners Work herein described and to perform and complete such Work in accordance with Contract Documents and under the general direction of Owner in accord with the Owner's schedule. This shall include all work necessary or incidental to complete the Work for the Project as more particularly, though not exclusively specified in:

First Contracting, Inc.'s Contractor Bid Form accepted by J. Harrison Property and the plans and specifications for the project as issued by Dingens Architects, attached and incorporated into the Contract Agreement.

### ARTICLE 3

**Schedule of Work.** Time is of the essence. Contractor shall provide Owner with any requested scheduling information of Contractor's Work. The Schedule of Work, including that of this contract, shall be prepared by the Contractor and may be revised as the work progresses

Contractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation.

Contractor shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### **ARTICLE 4**

**Liquidated Damages.** N/A

#### **ARTICLE 5**

**Prevailing Wage.** N/A

#### **ARTICLE 6**

**Entire Contract and Agreement.** This contract and agreement contains the entire agreement of the parties with respect to its subject matter. All contemporaneous or prior negotiations have been merged into this contract and agreement, and this contract and agreement may be modified or amended only by written instrument signed by the parties to this contract and agreement.

#### **ARTICLE 7**

**Document Submittals.** N/A

#### **ARTICLE 8**

**Assignment of Contract.** Assignments of all or a part of this contract agreement are not allowed without prior written approval of the Owner.

#### **ARTICLE 9**

**Changes.** Owner, without nullifying this agreement, may direct Contractor in writing to make changes to Contractor's Work. Adjustment, if any, in the contract price and/or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents.

#### **ARTICLE 10**

**Failure of Performance.** Should Contractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Owner's written notice, the Owner, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Contractor, who shall be liable for payment of same, including reasonable overhead, profit, and attorneys fees.

#### **ARTICLE 11**

**Insurance.** Prior to the start of Contractor's Work, Contractor shall procure, and maintain in force for the duration of the Work, Workers Compensation Insurance, Employers Liability Insurance, Comprehensive General Liability Insurance, and all insurance required of the Contractor under the Contract Documents. Owner, and Architect (if applicable) shall be named as additional insureds on each of these policies, except for Workers Compensation. Proof of the aforementioned insurance in a form acceptable to the Owner must be received by the Owner before any Work can commence.

#### **ARTICLE 12**

**Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Architect, Architect's Consultants, from all damages, losses, or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Owner or any of its agents, employees, or contractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligation of the Contractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's Consultant's performance or failure to perform professional responsibilities. Whether owner or contractor are insured or not, contractor agrees to indemnify and hold harmless owner and any other party indemnified by contractor under its contracts for their work from and against any and all liabilities, claims or demands for injury or damage to any person or property as well as pay interest, attorney fees, costs and expenses arising out of or occurring in any manner directly or indirectly caused, occasioned or contributed or claimed to be caused, occasioned or contributed to by reason by any act, omission, fault, breach of any contract by the contractor, breach of express or implied warranty or negligence, whether active or passive, in any way connected with or incident to the performance of this agreement by contractor. This includes but is not limited to injury or to death of any person or persons and damage to any property, including equipment used by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to the contractor's work, regardless of where located, including without limitation to the property of owner, contractor, contractor's employees and all other persons and organizations. It is understood and agreed by contractor that the reference to persons who have or may have claims for injuries specified in this agreement even includes contractor's employees who present claims against contractor or the owner. It also means any other person as well. Contractor understands and agrees that the indemnity agreed to by owner for contractor and owner extends to the officers, employees, representatives and related entities of contractor and owner, as well as each of them, if the claim arises in any way from performance or non-performance of this contract. Indemnification obligations arising because of claims of an employee of the contractor shall not result in indemnity being limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers compensation acts, disability benefit acts, or other employee benefit acts. Contractor's indemnity and hold harmless agreements shall not be applicable to any liability caused by the sole negligence by the owner.

#### **ARTICLE 13**

**Warranty.** Contractor warrants its work against all deficiencies and defects in material(s) and/or workmanship and agrees to satisfy same without cost to Owner for a period of One (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer. The undersigned warrants that all work performed in connection with the subject project shall be in full compliance with the Contract Documents and that no substitutions will be made except as authorized in writing by the Owner or the Architect. The undersigned also agrees to promptly return to the project and correct any non-conforming or defective material and/or workmanship furnished, including any damage caused to the work of others. Failure to take appropriate action within Seven (7) days after written notification shall be automatic authorization for the Owner to have the corrections made at the expense of the undersigned. Contractor agrees to properly make good, without cost to the owner, any and all defects due to faulty workmanship and/or materials, and any resulting damage to any other portion of the project for the period of time which the contractor is responsible to the owner under the general contract with the owner. If no such period is stated in the contract documents, then the contractor's warranty shall be for the period of time contractor is or might be liable under any applicable Statute of Limitations. The warranty provided in this Article shall be in addition to and not in limitation of any warranty or remedy required or provided by law or by the contract documents.

#### **ARTICLE 14**

##### **Termination.**

A. Partial: At the option of Owner, this agreement may be terminated in part if contractor fails to perform or timely perform a portion of the work. To do so, owner may issue unilateral written change orders deleting that portion of work and price. Owner may in addition backcharge contractor for any additional cost, plus standard overhead and markup. The backcharge may be deducted from amounts owed to contractor and if it exceeds amounts owed by owner to contractor, contractor agrees to pay owner the balance.

B. Complete: This agreement may be terminated in its entirety by owner as follows:

- (1) It is agreed that if contractor's contract for the work under which this contract is issued should be terminated, owner has the right to terminate the contract by written notice to contractor.
- (2) Should the contractor fail to prosecute the work or any part of it with promptness and diligence or fail to perform any of the provisions of the contract, fail to comply with Safety requirements of owner, MIOSHA and OSHA, or go into liquidation other than as part of a solvent corporate reorganization, or enter into a composition with its creditors or become insolvent and unable to complete this agreement, then owner, after three days written notice (by facsimile, mail, telegram, personal delivery, or other method of written notice) to contractor, may terminate contractor's right to proceed with the work. In the event of such termination, the owner may take possession for the purpose of completing the work included in this contract, of all materials, tools, scaffolding, machinery, equipment and appliances thereon, and may employ or contract with any other person or persons to finish the contract and to provide the materials therefore, or the contractor may itself provide any labor or materials and perform any part of the work. In case the owner shall take possession of the work, or employ or contract with any other person or persons to finish the work, the contractor shall not be entitled to receive any further payment under this contract until the work is wholly finished, at which time, if the unpaid balance of the amount to be paid on this contract shall exceed the expenses incurred by the owner (including contractor's standard overhead and markup) in finishing the work, then the unpaid balance, after deducting any loss or damage by reason of the owner's taking possession of the work, including damages for delays, shall be paid to the owner by the contractor. In the event the expenses, compensation, costs and damages incurred in finishing the work, including attorney fees, exceed the unpaid balance, the contractor and its sureties, if any, shall be liable for and shall pay the excess to the owner. The failure of the owner to exercise any of the rights hereunder shall not excuse the contractor from compliance with the provisions of this contract nor prejudice the rights of the owner to discover damages for the contractor's default of any of the terms of this contract.
- (3) Notwithstanding the above, owner has the right to terminate this agreement for its convenience upon written notice to the contractor. If so, contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of the termination. No payments will be made for anticipated overhead and profit, and prior to making any payments under this clause for cancellation costs, owner shall have the right to audit the records of the contractor.

#### **ARTICLE 15**

**Inclusions to this Contract Agreement.** First Contracting, Inc.'s Contractor Bid Form accepted by J. Harrison Property and the plans and specifications for the project as issued by Dingens Architects, attached and incorporated into the Contract Agreement.

Owner: J. Harrison Property  
4869 Apache Path  
Owosso, Michigan 48867

Contractor: First Contracting, Inc.  
P O Box 75  
Ovid, Michigan 48866

Signature BY: \_\_\_\_\_ Signature BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Name and Title: William J. Seeley  
Controller

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

Owosso - Radio Shack		10/1/18
<b>Rough Carpentry</b>		
"includes new 3/4" subfloor throughout		
		30,190.00
<b>Finish Carpentry</b>		
		10,310.00
<b>Insulation</b>		
		2,425.00
<b>Roofing</b>		
		2,335.00
<b>Doors</b>		
		9,330.00
<b>Windows</b>		
8 front windows/alum. Ext. trim		
rear windows not included		12,435.00
<b>Drywall</b>		
alt. 1 drywall 1st floor ceiling - 25000	\$25,000.00 Add Alternate 1st floor ceilings	
		53,305.00
<b>Tile Work</b>		
3 Kitchens		
4 Baths		
basic 12x12 ceramic tile		
in 4 colors		13,300.00
<b>Acoustical</b>		
Included in drywall		
		0.00
<b>Wood Flooring</b>		
	Labor Only	
		10,500.00
<b>Painting and Decorating</b>		
		18,080.00
<b>Specialties</b>		
Bath Hardware Allowance	\$1,000.00 Allowance	
No fire extinguisher in quote		

		1,000.00
<b>Special Equipment</b>		
Appliance Allowance	\$10,000.00 Allowance	
		10,585.00
<b>Cabinets</b>		
Saco Avalon flat panel		
or acadia shaker doors		
laminate kitchen tops		10,500.00
<b>Blinds and Shades, Artwork</b>		
NIC		
		0.00
<b>Special Construction</b>		
Sprinkler	Entire building	
		22,630.00
<b>Plumbing and Hot Water</b>		
		30,325.00
<b>Heat and Ventilation</b>		
		0.00
<b>Air Conditioning</b>		
Included Above		
<b>Electrical</b>		
		46,655.00
<b>Site Utilities</b>		
Trench rear allowance possible		
electric	\$10,000.00 Allowance	
Fire Suppression Underground-		
Allowance	\$10,000.00 Allowance	
		20,000.00
<b>General Conditions</b>		
Permits allowance	\$6,000.00 Allowance	
		14,750.00
<b>TOTAL</b>		318,655.00

Contracting, Inc.  
Main St.  
Box 75  
Owosso MI 48866  
Ph: 989-334-1500

## Contract Invoice

Invoice#: 8198  
Date: 10/14/2019

Billed To: James Woodworth  
216 W. Main St.  
Suite 201  
Owosso MI 48867

Project: Owosso - Woodworth Apts.  
216 W. Main St.  
Owosso MI 48867

Due Date: 11/13/2019

Terms: 30DY

Order#

Description	Amount
Water main issues not included in original contract:	
Concrete	625.00
First Contracting, Inc. - Labor	1,600.00
B&C Jeff Bartz & Co. - Difference from Original Contract	253.00
Contractors Profit & Overhead	372.00

A service charge of 0.00 % per annum will be charged on all amounts  
overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount:	2,850.00
Taxable Amount:	0.00
Sales Tax:	0.00
<b>Amount Due</b>	<b>2,850.00</b>

Jeff Bartz & Co.  
Jeff Bartz and Company  
4106 Tyrrell Road  
Owosso, MI 48867  
Cell 989-429-2243 Home 517-625-5554

## Invoice

Date	Invoice #
5/21/2019	2798

Bill To
First Contracting, Inc C/O Will McNamara P.O. Box 75 Ovid, MI 48866 989.666.6244

Terms		Project/Job	
Quantity	Description	Rate	Amount
	P.O # 041619 OWOWOOD JOB AT: APARTMENTS OWOSSO MI - RADIO SHACK BLD INSTALL NEW WATER MAIN AS DISCUSSED MOBILIZATION REMOVE AND REPLACE CONCRETE, BACK FILL WITH SAND WATER MAIN MATERIAL EXCAVATING LABOR BARRICADING - SIDEWALK / TRAFFIC CONTROL TOTAL	11,203.00	11,203.00
NOTES: BARRICADING BY OTHERS, CITY NO ROAD CLOSURE INCLUDED NO INSIDE DIGGING, BY OTHERS NO INSIDE HOOKUP OR PLUMBING NO PERMITS (CITY OR STATE)			
Thank you for your business.			<b>Total</b> \$11,203.00

Invoices not paid within 30 days will be subject to a late charge of 1.5% per month. 18% per annum or the highest rate  
permitted by law. All fees for legal services to obtain delinquent balances, will be paid by customer.

**B & C Jeff Bartz & Co.**  
**Jeff Bartz and Company**  
**4106 Tyrrell Road**  
**Owosso, MI 48867**  
**Cell 989-429-2243 Home 517-625-5554**

⑤ J.P.O. 2nd

# Invoice

Date	Invoice #
9/9/2019	2928

Bill To
First Contracting, Inc C/O Will McNamara P.O Box 75 Ovid, MI 48866 989.666.6244

Terms		Project/Job	
Quantity	Description	Rate	Amount
	WOODWORTH WATER MAIN PROJECT PO# 082119 OWOWOOD - 216 BUILDING OWOSSO		
	MOBILIZATION		
	1- SAW CUT ROAD DIG UP AND INSTALL WATER MAIN AS NEEDED. BACK FILL, CAP WITH ASPHALT MILLINGS		
	2- SAW CUT AND REMOVE SIDEWALK DIG UP AND INSTALL VALVE, BACK FILL		
	3- BARRICADING TO CLOSE OFF WATER STREET FOR UP TO 12 HOURS		
	TOTAL	8,500.00	8,500.00
	ASPHALT ROAD PATCH	1,500.00	1,500.00
	NOTES: NO TAP FEES NO PERMITS (CITY) NO CONCRETE / ASPHALT REPLACEMENT NO (STATE) ROAD CLOSURE PERMITS		
Thank you for your business.		<b>Total</b>	<b>\$10,000.00</b>

Bartz says  
\$6,000 in road  
\$2,500 in front

Per OK  
Will

Invoices not paid within 30 days will be subject to a late charge of 1.5% per month. 18% per annum or the highest rate permitted by law. All fees for legal services to obtain delinquent balances, will be paid by customer.



# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

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DATE: November 9, 2020  
TO: City Council  
FROM: Kevin Lenkart  
RE: Police Vehicle Changeover

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Request council approve payment to Mid-Michigan Emergency Equipment Sales and Service L.L.C., for the purchase of equipment and labor to changeover 2020 Ford Police vehicle.

Recommend council waive the competitive bid process. The cost of the changeover is \$8,824.00. The cost includes the purchase of equipment necessary to outfit the vehicle for use. Mid-Michigan will strip an old police vehicle and outfit the new vehicle with light bars, console, screen and install DVR cameras and computer.

Request council to approve payment to Mid-Michigan Sales and Service L.L.C.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR  
REMOVAL, SUPPLY, AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT  
IN A NEW POLICE VEHICLE  
WITH MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has purchased a new police vehicle that need to have equipment and DVR cameras installed in them; and

WHEREAS, the new vehicles will require additional new public safety equipment to be properly outfitted for service; and

WHEREAS, the City of Owosso received a quote from Mid-Michigan Emergency Equipment Sales and Service LLC for the removal of the old equipment, supply of select pieces of new equipment, and the installation of all said equipment; and it is hereby determined that this company is qualified to perform the work requested; and

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding and the estimated cost for the products to be purchased falls under the \$5,000 Council threshold.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to contract with Mid-Michigan Emergency Equipment Sales and Service LLC for the removal, purchase, and installation of public safety equipment in City Police vehicles in the amount of \$8,824.00.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Mid-Michigan Emergency Equipment Sales and Service LLC.
- THIRD: The Accounts Payable Department is hereby authorized to issue payment to Mid-Michigan Emergency Equipment Sales and Service LLC in the amount of \$8,824.00 upon delivery of the equipment and satisfactory completion of the work.
- FOURTH: The above expenses shall be paid from the Police equipment fund 101-300-978.000.

**EXHIBIT A**

**Contract for Services Between  
The City of Owosso  
and  
Mid Michigan Emergency Equipment Sales And Service L.L.C.  
Public Safety Vehicle Equipment Changeover  
November 2020**

## **CONTRACT**

THIS AGREEMENT is made on "November \_\_\_\_, 2020 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE L.L.C. ("contractor"), a Michigan company, whose address is 2237 Aurelius Road, Holt, Michigan 48842.

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

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

The contractor agrees to provide the services and equipment listed in the proposal entitled "Quotation for a Road Ready 2020 Ford Slick Top Utility Equipment and Up-fitting", as attached, including all written modifications.

### **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 eight thousand eight hundred and twenty-four dollars (\$8,824.00). 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 ii 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 Christopher T. Eveleth, Mayor

Date \_\_\_\_\_

By \_\_\_\_\_

Its: Amy K. Kirkland, City Clerk

Date \_\_\_\_\_

## Mid-Michigan Emergency Equipment



Sales and Service LLC

Phone 517-896-6114 or 517-896-4996

Fax 517-887-7071

[midmichiganemergencyequipment@yahoo.com](mailto:midmichiganemergencyequipment@yahoo.com)

---

To:	Owosso Police Department	
Attn:	Chief Kevin Lenkart	2/21/17
Subject:	<u>Quotation for up fitting of a Road Ready 2017 Ford SUV Utility</u>	
1- C-VS-1400 Havis Equipment Console with Face Plates		302.00
1- C-CUP2-1-A15 Console Mounted Dual Cup Holder		44.00
1- C-ARM-103 Console Mounted Arm Rest		103.00
1- Prisoner Screen Mounted Dual Gun Rack (870/223 Colt)		406.00
1- 475-0303 Jotto Center Slide Window Prisoner Screen		765.00
1- 475-0789 Jotto Prisoner Screen Lower Extension Panel Set		95.00
1- S-4702UINT13 Bio Seat with Cargo Screen with Window		1,232.00
1- Federal Signal Integrity Configured Light Bar		1,982.50
2- Coax Cable, Antenna Mounts	22.00ea.	44.00
1- Ignition Relay		45.00
2- 40 amp Circuit Breaker	20.00ea.	40.00
1- Charge Guard		115.00
1- Misc. Wire/ Hardware and Mag Mount Mic. Holder		200.00
1- Shipping of Product for unit build		100.00
Labor to include the following, Removal of related emergency equipment from retiring units, Installation of all above Emergency Equipment, as well as Installation of Camera System.		<u>1,700.00</u>
<b>Total for Project</b>		<b><u>7,173.00</u></b>

Thank you for the opportunity to bid this project, we look forward assisting you to its completion.

## Mid-Michigan Emergency Equipment



Sales and Service LLC

Phone 517-896-6114 or 517-896-4996

Office 517-889-5425 Fax 517-709-3925

[midmichiganemergencyequipment@yahoo.com](mailto:midmichiganemergencyequipment@yahoo.com)

To: Owosso Police Department

REVISED (10/5/2020)

10/5/2020

Attn: Chief Kevin Lenkart

Subject: Quotation for a Road Ready 2020 Ford Slick Top Utility Equipment and Up fitting

Side of Unit:

2	ENT2B3(J) Red and Blue Outside Rear View Mounted Intersectors	195.ea	390.00
1	ENFSGS3(R) Red N-Force "C" Pillar Lights		140.00
1	ENFSGS3(B) Blue N-Force "C" Pillar Lights		140.00

Interior of Unit:

1	SIFM-30402010 F/S Configured R/B 12LED Split Interior Windshield Light		999.00
1	C-VS-1400-1 INUT Equipment Console with Faceplates		327.00
1	C-CUP2-1-A15 Dual Cup Holder		44.00
1	C-ARM-104 Post Style Arm Rest		140.00
1	MMEE Side Mount Computer Mount		45.00
1	7160-0220 Gamber Johnson Motion Attachment "Mongoose"		237.00
1	LCK040Y Dual Mount Weapons Holder 870/223		242.00
2	SC-6 Handcuff Style Universal Gun Locks		350.00
1	475-0065 Prisoner Screen		898.00
1	475-0968 Prisoner Screen Extension Panels		115.00
1	S-4702UINT20 Cargo Screen w/bio seat		1,410.00

Rear of Unit:

1	ENFSSS3(R) Red License Plate Light		140.00
1	ENFSSS3(B) Blue License Plate Light		140.00
1	FDRSFPIU-SA Electronic Tray		476.00

Installation Products:

3	Antenna Cable Coax Mount	22.ea	66.00
1	CG-X Computer Charge Guard		115.00
1	Ignition Relay		45.00
1	CB-40 Circuit Breaker 40 amp		15.00
1	Misc Wire, Fasteners, Hardware, Mag Mic.		250.00

Labor:

1	Remove all Police Related Equipment including Graphics		350.00
1	Installation of all Police Related Equipment including the following:		
	All above listed Emergency Equipment		
	All Two Way Radio Equipment		
	All Computer Related Equipment		
	All Video Related Equipment		
	All Radar and Radar Antenna's		1,750.00

**Total for Project**

**8,824.00**

All equipment removed from the retiring unit and not used in the construction of the new unit not used shall be returned to the customer. All transferring equipment will be tested and verified as to its operation prior to its installation into the new unit. Thank you for the opportunity to bid this project, we look forward to working with you to its completion.

Mike Creed  
Vice President



**MEMORANDUM**

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

**DATE:** November 10, 2020

**TO:** Owosso City Council

**FROM:** Glenn Chinavare, Director of Public Services & Utilities

**SUBJECT:** Purchase of Grounds Mower - MiDeal State Contract #071B7700085

**RECOMMENDATION:**

Approval to purchase one (1) each John Deere C15 Commercial grounds mower from D&G Equipment of Corunna, Michigan, in the amount of \$20,612.79.

**BACKGROUND:**

The existing John Deere grounds mower purchased in 2002, has expended its useful service life.

Waiver of the competitive bidding process in accordance with the city of Owosso Purchasing Policy, in order to take advantage of MiDeal State Contract competitive pricing, is recommended.

• New JD Tractor Mower C15 4 X 2 (base price plus accessories).....	\$16,537.18
• Mower Deck 72-inches .....	<u>\$4,075.61</u>
Total	\$20,612.79

**FISCAL IMPACTS:**

Funds will be expended from the Fleet Motor Pool Replacement Account 661-901-979.000 in amount of \$20,612.79.

- Attachments: (1) Resolution  
(2) D&G MiDeal Contract Quote  
(3) MiDeal Contract

**RESOLUTION NO.**

**AUTHORIZING PURCHASE AGREEMENT TO  
D & G EQUIPMENT OF CORUNNA, MICHIGAN TO PROCURE A JOHN DEERE GROUNDS MOWER  
FOR USE IN THE FLEET MOTOR POOL**

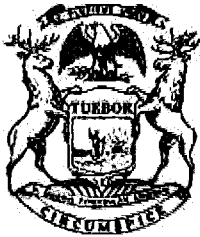
WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the replacement of a Grounds Mower to be used for grounds maintenance of city owned properties, and

WHEREAS, the existing John Deere grounds mower purchased in 2002 has expended its useful life, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment on the State of Michigan MiDeal Contract as priced by D&G Equipment, and recommends authorizing a purchase agreement between the city of Owosso and D&G Equipment for the purchase of a C15 John Deere compact tractor with mower deck on the current State of Michigan MiDeal Contract.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with D&G Equipment of Corunna, Michigan for the purchase of a John Deere compact tractor and mower deck on State of Michigan & Macomb Contract 071B770085, for use in the Fleet Motor Pool, in the amount of \$20,612.79.
- SECOND: The accounts payable department is authorized to submit payment to D&G Equipment in the amount of \$20,612.79.
- THIRD: The above expenses shall be paid from account no. 661-901-979.000.



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 5

to

Contract Number 071B7700085

<b>CONTRACTOR</b>	DEERE & COMPANY	<b>STATE</b>	Scott Poyer	SW
	2000 John Deere Run		517-284-6448	
	Cary, NC 27513		poyers@Michigan.gov	
	Andrew Roman		Yvon Dufour	DTMB
	800-358-5010 x 2285		(517) 249-0455	
	romanandrewr@johndeere.com		dufoury@michigan.gov	
	CV0017046			

### CONTRACT SUMMARY

#### AGRICULTURAL, GROUNDS & MAINTENANCE EQUIPMENT PURC

INITIAL DELIVERY DATE	INITIAL EXPIRATION DATE	INITIAL AWARD VALUE (OPTIONS)	EXPIRATION DATE BEFORE
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED, AGGREGATE CONTRACT VALUE		
\$14,000,000.00	\$0.00	\$14,000,000.00		

### DESCRIPTION

Effective 1/24/2020 pricing on this contract hereby updated, per revised Schedule D1 and D2 Pricing (attached). All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.

Quote Id: 22448381

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

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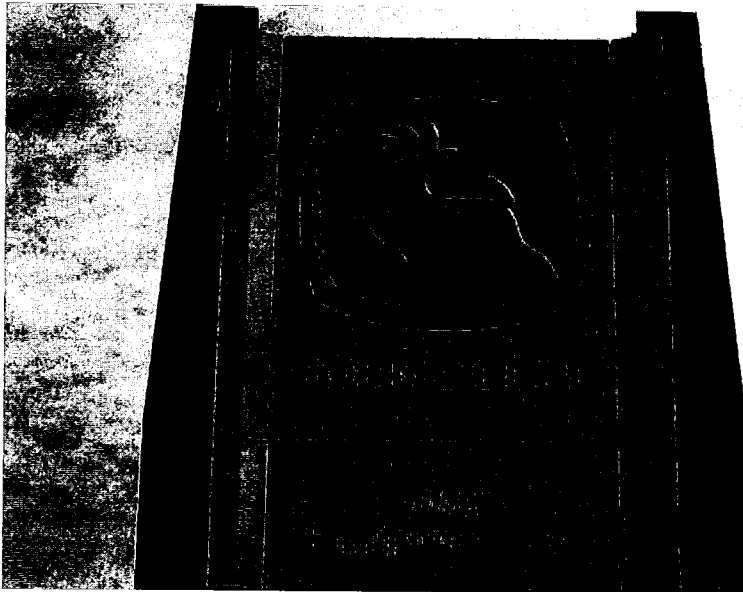
**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

D & G Equipment, Inc.  
1047 N Shiawassee Street  
Corunna, MI 48817  
989-743-8844  
dgmail@dgequipment.com

---

Prepared For:

**OWOSSO CITY GARAGE**



Proposal For:

**Delivering Dealer:**

Mark Fleser

D & G Equipment, Inc.  
1047 N Shiawassee Street  
Corunna, MI 48817

989-743-8844  
dgmail@dgequipment.com

**Quote Prepared By:**

MARK FLESER  
517-881-6516  
mfleser@dgequipment.com



**JOHN DEERE**



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

D & G Equipment, Inc.  
1047 N Shiawassee Street  
Corunna, MI 48817  
989-743-8844  
dgmail@dgequipment.com

**Quote Summary**

**Prepared For:**

OWOSSO CITY GARAGE  
522 MILWAUKEE ST  
OWOSSO, MI 48867  
Business: 989-725-0556

**Delivering Dealer:**

**D & G Equipment, Inc.**  
Mark Fleser  
1047 N Shiawassee Street  
Corunna, MI 48817  
Phone: 989-743-8844  
Mobile: 517-881-6516  
mfleser@dgequipment.com

I Understand there is **NO RETURN** on POWER EQUIPMENT or attachments . D&G Equipment is a full service dealer and equipment will be repaired per manufactures guidelines only. All used equipment sold as is unless specified on purchase order . Service calls and transportation fees are the responsibility of the customer and not covered by warranty.  
X\_\_\_\_\_ ( initials of purchaser)

**Quote ID:** 22448381  
**Created On:** 28 July 2020  
**Last Modified On:** 28 September 2020  
**Expiration Date:** 30 October 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck) <b>Contract:</b> MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) <b>Price Effective Date:</b> December 10, 2019	\$ 20,933.14	\$ 16,537.18 X	1 =	\$ 16,537.18
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck <b>Contract:</b> MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22) <b>Price Effective Date:</b> December 10, 2019	\$ 5,159.00	\$ 4,075.61 X	1 =	\$ 4,075.61
<b>Equipment Total</b>				<b>\$ 20,612.79</b>

**Quote Summary**

Equipment Total \$ 20,612.79  
  
Trade In  
SubTotal \$ 20,612.79

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



**JOHN DEERE**



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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

D & G Equipment, Inc.  
1047 N Shiawassee Street  
Corunna, MI 48817  
989-743-8844  
dgmail@dgequipment.com

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Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 20,612.79
<b>Balance Due</b>	<b>\$ 20,612.79</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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*Confidential*



## MEMORANDUM

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

**DATE:** November 11, 2020  
**TO:** Owosso City Council  
**FROM:** Glenn Chinavare, Director of Public Services & Utilities  
**SUBJECT:** Purchase of Chipper Body - MiDeal State Contract #071B7700086

### RECOMMENDATION:

Approval to purchase one (1) each chipper body from Truck & Trailer Specialties of Howell, Michigan, in the amount of \$10,055.00.

### BACKGROUND:

This equipment will be configured for use on existing swap loader truck chassis, and will eliminate the need to purchase a single truck previously dedicated for this use. The chipper body is a closed box used to receive blown in wood grindings from tree limbs and brush.

The existing truck and attached chipper body will be sold at one of the upcoming city auctions.

Waiver of the competitive bidding process in accordance with the City of Owosso Purchasing Policy, in order to take advantage of MiDeal State Contract competitive pricing, is recommended.

- New 11 Ft. chipper body with attachments ..... \$10,055.00

### FISCAL IMPACTS:

Funds will be expended from the Fleet Motor Pool Replacement Account 661-901-979.000 in amount of \$10,055.00.

Attachments: (1) Resolution  
(2) Truck & Trailer Specialties MiDeal Contract Quote  
(3) MiDeal Contract

**RESOLUTION NO.**

**AUTHORIZING PURCHASE AGREEMENT WITH  
TRUCK & TRAILER SPECIALTIES OF HOWELL, MICHIGAN TO PROCURE A CHIPPER BODY FOR  
USE IN THE FLEET MOTOR POOL**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a chipper body to be used for tree and brush grindings, and

WHEREAS, this lower cost equipment will be used to replace a more expensive combination truck and chipper body, and

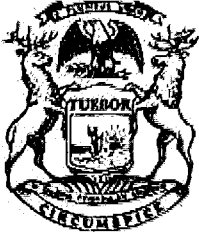
WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment on the State of Michigan MiDeal Contract as priced by Truck & Trailer Specialties, and recommends authorizing a purchase agreement between the city of Owosso and Truck & Trailer Specialties on the current State of Michigan MiDeal Contract.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Truck & Trailer Specialties of Howell, Michigan for the purchase of a chipper body on State of Michigan Contract 071B770086, for use in the Fleet Motor Pool, in the amount of \$10,055.00.
- SECOND: The accounts payable department is authorized to submit payment to Truck & Trailer Specialties in the amount of \$10,055.00.
- THIRD: The above expenses shall be paid from account no. 661-901-979.000.

**STATE OF MICHIGAN  
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909



**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **071B7700086**

<b>CONTRACTOR</b>	TRUCK & TRAILER SPECIALTIES INC	<b>STATE</b>	Scott Poyer	SW
	3286 Hanna Lake Industrial Drive		517-284-6448	
	Dutton, MI 49316		poyers@Michigan.gov	
	Dan Bouwman		Yvon Dufour	DTMB
	616-698-8215		(517) 249-0455	
	dbouwman@ttspec.com		dufoury@michigan.gov	
	CV0030059			

**CONTRACT SUMMARY**

**EQUIPMENT UP-FITTING PURCHASE**

INITIAL PERFORMANCE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$2,000,000.00	\$2,000,000.00	\$4,000,000.00		

**DESCRIPTION**

Effective 4/30/2019, this contract is hereby increased by \$2,000,000. All other terms, conditions, specifications and pricing remain the same. Per agency request, DTMB Procurement approval and State Administrative Board approval on 4/30/2019.

# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

September 16, 2020

City of Owosso  
522 Milwaukee Street, Owosso, MI 48867  
Attn: Dan Humphreys, ph: (517) 763-9085



State Contract Hyperlink No: 071B7700086

**Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.**

**Chassis Information:** Existing Single Axle, Freightliner SD108 (D&K) upfit with SL-2418 SwapLoader Hoist

**Install 11' Chipper Body including the following:**

Attachment mounted to skid assembly for SwapLoader SL-2418 (54" loop height)

132" long, 96" wide OD, 67" tall walls

30" tall, single swing-back door, door will fit tight to side of box

Solid roof with 4 vents

Cut-out for lights (up high in top two corners)

**Lighting:**

Marker clearance ID lights with reflective lenses

Two (2) 4" round LED STT lights in upper rear corners

Two (2) 4" round LED amber flashers in upper rear corners

LED clearance light kit and all lights, wired to the plug

Install electric plug and extend wiring harness from rear of body to front corner, equip with a 7-way plug

**Paint:**

Primed and painted color of choice

**Skid:**

Body attachment on 11' SwapLoader subframe with 54" hook height

Rear heavy-duty steel drum wheels

**Base attachment #4 installed pricing: \$10,055.00 ea.**

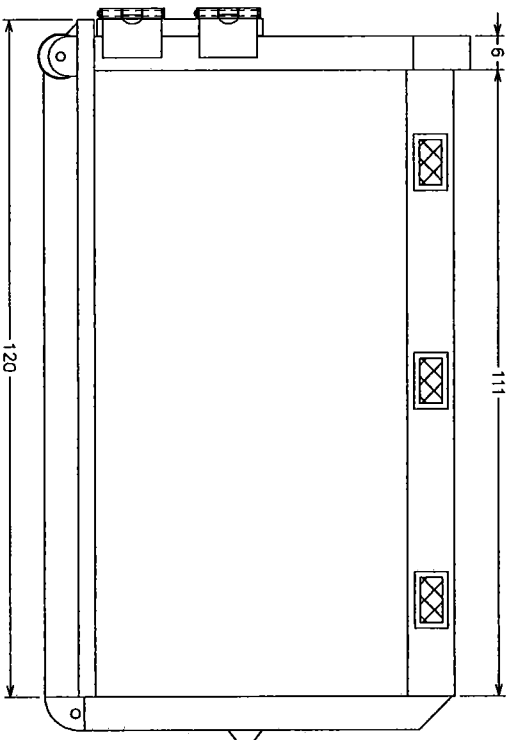
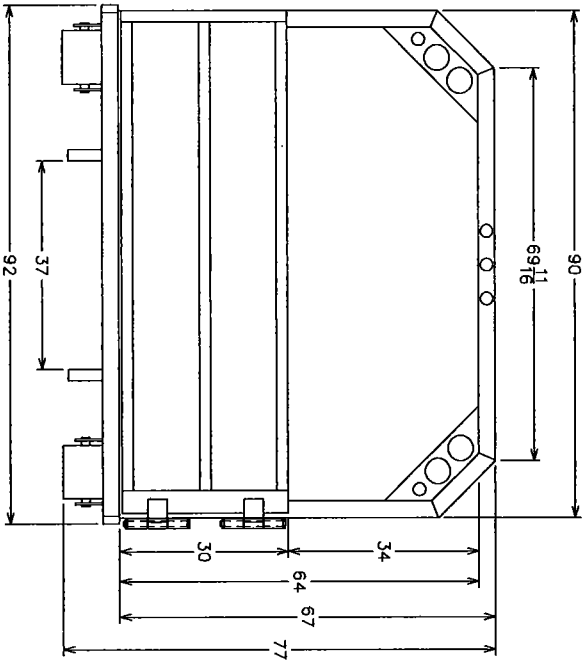
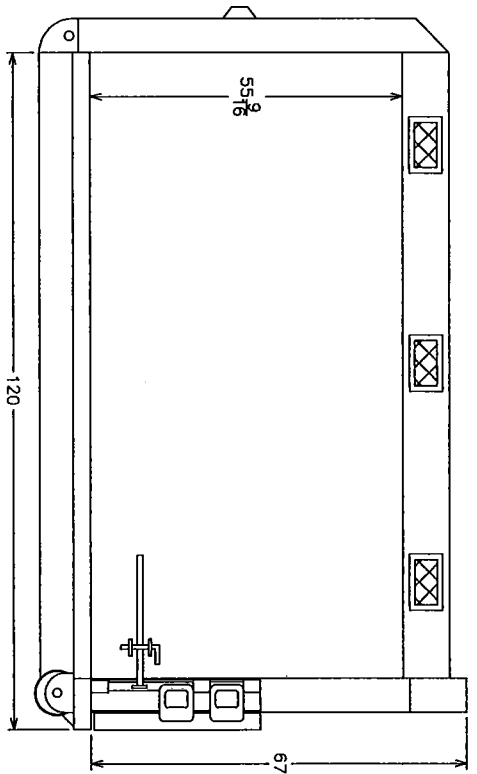
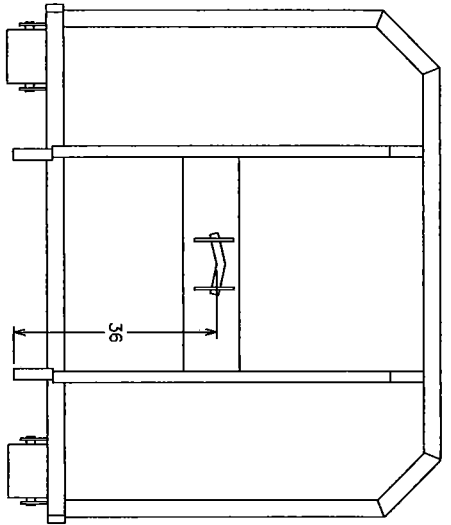
**Payment Terms:** Net 30. Pricing effective for 45 days.

**FOB:** City of Owosso

**Delivery:** 55 days ARO

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Brian Bouwman



**POYNETTE**  
**IRONWORKS**  
 209 E. NORTH STREET, POYNETTE, WI 53955  
 PH: 800-572-2487 FAX: 808-635-7218  
 www.poynetteironworks.com

CUSTOMER:		TRUCK AND TRAILER	
TITLE:		10 FT WOOD CHIPPER ROLLOFF	
DATE:		30" DOOR - CUSTOM TAIL LIGHTS	
3-21-19		1:1	
DRAWING NO.		10FTWDCHP	
SCALE:		N/A	
DRAWN BY:		N/A	
CRR:		N/A	



Warrant 593  
November 10, 2020

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions-3rd of 4 installments for FY 20/21	Various	\$23,110.00
Total			\$23,110.00

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 10/01/2020 - 10/30/2020

Check Date	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)				
10/02/2020	133025	APOLLO FIRE EQUIPMENT	BOOTS FOR BREWBAKER	\$ 326.50
10/02/2020	133026	GLENN D BRITAIN	NOVEMBER 2020 ELECTION WORK	\$ 52.00
10/02/2020	133027	LAURI DAHL	NOVEMBER 2020 ELECTION WORK	\$ 35.75
10/02/2020	133028	DELTA DENTAL PLAN OF MICHIGAN	OCTOBER 20-DENTAL INSURANCE PREMIUM	\$ 3,877.74
10/02/2020	133029	PAULA GREGORICKA	NOVEMBER 2020 ELECTION WORK	\$ 143.00
10/02/2020	133030	MATTHEW BRIAN HARVEY	REIMBURSEMENT	\$ 27.00
10/02/2020	133031	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$ 66.74
10/02/2020	133032	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS	\$ 710.45
10/02/2020	133033	JOE RAICA EXCAVATING INC	2019 STREET RESURFACING PROGRAM	\$ 81,624.56
10/02/2020	133034	LEASE PLAN USA INC	2020 Sum Tax Refund 050-900-610-151-86	\$ 21.64
10/02/2020	133035	MICHIGAN ASSOCIATION OF FIRE CHIEFS	MEMBERSHIP-KEVIN LENKART-1/1/21-12/31/21	\$ 95.00
10/02/2020	133036	PHP INSURANCE COMPANY	OCT 20-RETIRES HEALTH PLAN PREMIUM	\$ 1,048.74
10/02/2020	133037	RHONDA S PRITCHETT	REIMBURSEMENT	\$ 9.52
10/02/2020	133038	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL SERVICES	\$ 582.08
10/02/2020	133039	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$ 197.20
10/02/2020	133040	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 5,135.86
10/02/2020	133041	CATHERINE STEVENSON	NOVEMBER 2020 ELECTION WORK	\$ 61.75
10/02/2020	133042	TRACTOR SUPPLY COMPANY	PARTS	\$ 16.99
10/02/2020	133043	WE PRINT EVERYTHING INC	LAMINATION COVID MASK SIGN	\$ 10.00
10/02/2020	133044	WOODWORTH COMMERCIAL LLC	BUSINESS DEVELOPMENT LOAN FOR 116 N MAIN	\$ 32,582.16
10/02/2020	5967(A)	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$ 452.00
10/02/2020	5968(A)	AMAZON CAPITAL SERVICES	SUPPLIES	\$ 1,083.42
10/02/2020	5969(A)	BELL EQUIPMENT COMPANY	PARTS FOR SWEEPER #442	\$ 648.00
10/02/2020	5970(A)	CINTAS CORPORATION #308	FLOOR MATS PER SERVICE AGREEMENT	\$ 46.08
10/02/2020	5971(A)	COMMUNITY IMAGE BUILDERS	PROFESSIONAL SERVICES	\$ 2,837.00
10/02/2020	5972(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$ 972.84
10/02/2020	5973(A)	CRAWFORD CONTRACTING INC	2020 STREET PROGRAM & 2020 DWRF WATER MAINS	\$ 140,585.75
10/02/2020	5974(A)	D & G EQUIPMENT INC	PARTS	\$ 775.11
10/02/2020	5975(A)	EJ USA INC	PARTS	\$ 2,317.25
10/02/2020	5976(A)	ENLOW ENVIRO LLC	SUPPLIES	\$ 576.62
10/02/2020	5977(A)	ETNA SUPPLY COMPANY	PARTS	\$ 10,849.03
10/02/2020	5978(A)	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING SERVICES	\$ 542.45
10/02/2020	5979(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$ 13,458.20
10/02/2020	5980(A)	HACH COMPANY	LAB SUPPLIES	\$ 286.73
10/02/2020	5981(A)	JACK DOHENY SUPPLIES INC	PARTS FOR JETTER	\$ 921.14
10/02/2020	5982(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK	\$ 417.25
10/02/2020	5983(A)	MCGUIRK SAND-GRAVEL INC	2020 STREET PROGRAM & 2020 DWRF WATER MAINS	\$ 229,114.54
10/02/2020	5984(A)	MICH BUSINESS POWERED BY MDPA	OCTOBER 2020-COBRA ADMIN FEE	\$ 50.00
10/02/2020	5985(A)	NATIONAL VISION ADMINISTRATORS LLC	OCT 20-VISION INSURANCE PREMIUM	\$ 531.08

10/02/2020	5986(A)	NEOGEN CORPORATION	LAB SUPPLIES	\$	458.44
10/02/2020	5987(A)	OFFICE DEPOT	SUPPLIES	\$	387.47
10/02/2020	5988(A)	OFFICE SOURCE	SUPPLIES	\$	1,311.90
10/02/2020	5989(A)	ORCHARD HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	\$	11,550.50
10/02/2020	5990(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	210.00
10/02/2020	5991(A)	PHP INSURANCE COMPANY	OCT 20-HEALTH INSURANCE PREMIUM	\$	84,452.93
10/02/2020	5992(A)	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	\$	42.79
10/02/2020	5993(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	5,113.55
10/02/2020	5994(A)	QUADIENT FINANCE USA INC	POSTAGE	\$	2,194.91
10/02/2020	5995(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE REPAIRS	\$	217.40
10/02/2020	5996(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	FORD F250 PICKUP TRUCKS (2)	\$	54,247.44
10/02/2020	5997(A)	SMITH SAND & GRAVEL INC	2020 STREET PATCH REPAIR PROGRAM	\$	25,311.45
10/02/2020	5998(A)	SOLARWINDS	SUPPORT-12/28/20-12/28/21	\$	142.00
10/02/2020	5999(A)	THOMAS SCIENTIFIC	2020 ANNUAL LAB SUPPLY ORDER FOR WWTP	\$	6,241.71
10/02/2020	6000(A)	UNITED PARCEL SERVICE	SHIPPING	\$	24.80
10/02/2020	6001(A)	VERIZON WIRELESS	MODEM FEES	\$	635.72
10/02/2020	6002(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-9/1/20-9/15/20	\$	7,241.39
10/15/2020	133084	DOWNTOWN DEVELOPMENT AUTHORITY	TAX COLLECTION DISBURSEMENT	\$	1,100.45
10/15/2020	133085	DOWNTOWN DEVELOPMENT AUTHORITY	TAX DISTRIBUTION	\$	7.00
10/15/2020	133086	DOWNTOWN DEVELOPMENT AUTHORITY	OPRA TAX DISTRIBUTION	\$	168.81
10/15/2020	133087	SHIAWASSEE COUNTY TREASURER	TAX DISBURSEMENT	\$	9,789.90
10/15/2020	133088	SHIAWASSEE COUNTY TREASURER	MOBILE HOME TAX DISBURSEMENT	\$	355.00
10/15/2020	133089	SHIAWASSEE COUNTY TREASURER	TAX COLLECTION DISBURSEMENT	\$	29,519.21
10/15/2020	133090	STATE OF MICHIGAN	SPECIAL ACT TAX DISTRIBUTION LESS CAPTURE	\$	17,547.63
10/16/2020	133045	STOKES NANCY	AMBULANCE RUN #20-148546	\$	112.36
10/16/2020	133046	URICK GERALD	AMBULANCE RUN #20-71936	\$	219.25
10/16/2020	133047	BROWN JULIE	AMBULANCE RUN #20-99165	\$	209.23
10/16/2020	133048	914 N DEWEY LLC	2020 Sum Tax Refund 050-140-003-012-00	\$	1,025.36
10/16/2020	133049	AFLAC	PAYROLL DEDUCTION-ALFAC PREMIUM	\$	732.34
10/16/2020	133050	H K ALLEN PAPER CO	SUPPLIES	\$	541.45
10/16/2020	133051	THE ARGUS-PRESS	PRINTING SERVICES	\$	190.00
10/16/2020	133052	ASHLEY'S DANCE SHACK	BD Payment Refund	\$	125.00
10/16/2020	133053	GLENN D BRITAIN	NOVEMBER 2020-ELECTION WORK	\$	221.00
10/16/2020	133054	CENTER FOR TECHNOLOGY & TRAINING	2020 FALL LOCAL CONCRETE SEMINAR	\$	25.00
10/16/2020	133055	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40
10/16/2020	133056	JUDY ELAINE CRAIG	COURIER SERVICES	\$	189.00
10/16/2020	133057	D & D TRUCK & TRAILER PARTS	FILTERS/PARTS	\$	1,595.14
10/16/2020	133058	DAYSTARR COMMUNICATIONS	NOVEMBER 2020-PHONE AND BROADBAND INTERNET	\$	1,087.46
10/16/2020	133059	DOMINION VOTING SYSTEMS INC	HIGH SPEED SCANNING UNIT	\$	13,033.74
10/16/2020	133060	DURAND AUTO PARTS	HYDRAULIC FITTINGS	\$	394.56
10/16/2020	133061	FIRST BANKCARD	CONVENTION 2020-N HENNE AND A FULLER	\$	390.00
10/16/2020	133062	FIRST BANKCARD	ZOOM SERVICE 9/24/20-10/23/20	\$	15.89
10/16/2020	133063	PAULA GREGORICKA	NOVEMBER 2020-ELECTION WORK	\$	263.25
10/16/2020	133064	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION	\$	731.25
10/16/2020	133065	INDUSTRIAL SUPPLY OF OWOSSO INC	SAFETY GLASSES (10)	\$	45.00

10/16/2020	133066	LAMPHERE'S	PLUMBING WORK	\$	11,963.89
10/16/2020	133067	MARR'S FURNITURE AND MATTRESS	MATTRESS	\$	299.00
10/16/2020	133068	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT COMPENSATION CONTRIBUTION	\$	13.79
10/16/2020	133069	MID-MICHIGAN CONTRACTING INC	REHAB MANHOLE STRUCTURE ON M-21 AND M-52	\$	5,295.00
10/16/2020	133070	MISDU	PAYROLL DEDUCTIONS	\$	1,611.95
10/16/2020	133071	NORTH AMERICAN OVERHEAD DOOR INC	DOOR PARTS	\$	333.00
10/16/2020	133072	OWEN G DUNN CO INC	ROLLING BALLOT BAGS (2)	\$	397.23
10/16/2020	133073	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$	11,712.76
10/16/2020	133074	PROFESSIONAL ANSWERING SERVICES	OCTOBER 2020 ANSWERING SERVICE	\$	75.00
10/16/2020	133075	R & D SEPTIC TANK CLEANING LLC	RENTAL UNITS	\$	1,350.00
10/16/2020	133076	SEIFERT CONCRETE LLC	2020 SIDEWALK RESTORATION PROGRAM	\$	35,181.75
10/16/2020	133077	SPARTAN STORES LLC	SUPPLIES	\$	9.98
10/16/2020	133078	SPRINT COMMUNICATIONS	CELL PHONE SERVICE AND EQUIPMENT-9/7/20-10/6/20	\$	1,008.21
10/16/2020	133079	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$	120.00
10/16/2020	133080	TCF BANK	2010 GO BONDS	\$	75,186.25
10/16/2020	133081	VALLEY LUMBER	SPLASH PAD CONCRETE	\$	150.40
10/16/2020	133082	WAKELAND OIL COMPANY	OPD CAR WASHES	\$	150.00
10/16/2020	133083	WIN'S ELECTRICAL SUPPLY OF OWOSSO	PARTS	\$	23.84
10/16/2020	6003(A)	ABSOPURE WATER COMPANY LLC	WATER FOR LAB USE.	\$	102.00
10/16/2020	6004(A)	THE ACCUMED GROUP	AMBULANCE BILLING SERVICES & STATE REPORTING	\$	4,649.07
10/16/2020	6005(A)	AMAZON CAPITAL SERVICES	CELL PHONE CASE	\$	37.13
10/16/2020	6006(A)	THE BANK OF NEW YORK MELLON	2009 LTGO BONDS	\$	14,067.50
10/16/2020	6007(A)	THE BANK OF NEW YORK MELLON	2013 UTGO BONDS	\$	57,252.50
10/16/2020	6008(A)	BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	\$	503.65
10/16/2020	6009(A)	C D W GOVERNMENT, INC.	PARTS/SUPPLIES	\$	792.58
10/16/2020	6010(A)	C E & A PROFESSIONAL SERVICES INC	RANDOM DOT DRUG TESTING	\$	494.92
10/16/2020	6011(A)	CAPITAL CONSULTANTS	ENGINEERING SERVICES	\$	4,628.77
10/16/2020	6012(A)	CENTRON DATA SERVICES, INC.	WATER/SEWER BILLS PRINTING AND MAILING SERVICES	\$	4,355.70
10/16/2020	6013(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.08
10/16/2020	6014(A)	COMMUNITY IMAGE BUILDERS	PROFESSIONAL SERVICES	\$	4,546.50
10/16/2020	6015(A)	CONSTINE GRAVEL COMPANY	SAND/STONE/GRAVEL	\$	9,189.16
10/16/2020	6016(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	53,362.37
10/16/2020	6017(A)	VOID		\$	- V
10/16/2020	6018(A)	DALTON ELEVATOR LLC	SEPT 20 CYLINDER RENTAL	\$	380.81
10/16/2020	6019(A)	EMPLOYEE BENEFIT CONCEPTS INC	OCTOBER 2020-FSA ADMIN FEE	\$	105.00
10/16/2020	6020(A)	ETNA SUPPLY COMPANY	PARTS	\$	1,876.00
10/16/2020	6021(A)	GILBERT'S DO IT BEST HARDWARE	SUPPLIES	\$	262.19
10/16/2020	6022(A)	GRAND RIVER CONSTRUCTION INC	WASTEWATER TREATMENT PLANT HEADWORKS IMPROVEMENTS	\$	110,551.50
10/16/2020	6023(A)	HACH COMPANY	LAB SUPPLIES	\$	1,976.45
10/16/2020	6024(A)	JON STEWART HARRIS	ELECTRICAL INSPECTIONS	\$	525.00
10/16/2020	6025(A)	HURON & EASTERN RAILWAY COMPANY INC	ANNUAL LEASE PAYMENT-11/1/20-10/31/21	\$	727.65
10/16/2020	6026(A)	J & H OIL COMPANY	LUBES	\$	2,664.95
10/16/2020	6027(A)	LANSING UNIFORM CO.	VESTS & COVER	\$	3,505.00
10/16/2020	6028(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK	\$	175.75
10/16/2020	6029(A)	MEMORIAL HEALTHCARE CENTER	LAB SERVICES	\$	129.42

10/16/2020	6030(A)	MEYER ELECTRIC INC	BREAKER WORK AT WWTP	\$	800.00
10/16/2020	6031(A)	GENUINE PARTS COMPANY	PARTS	\$	710.78
10/16/2020	6032(A)	OFFICE DEPOT	SUPPLIES	\$	73.46
10/16/2020	6033(A)	OFFICE SOURCE	SUPPLIES	\$	20.99
10/16/2020	6034(A)	OLIN CORPORATION	SODIUM HYPOCHLORITE	\$	3,217.48
10/16/2020	6035(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	275.00
10/16/2020	6036(A)	PASSPORT LABS INC	PARKING TICKET MANAGEMENT SYSTEM SERVICE	\$	19.14
10/16/2020	6037(A)	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTIONS	\$	854.25
10/16/2020	6038(A)	PURITY CYLINDER GASES INC	TROUBLESHOOTING AND REPAIR	\$	2,281.34
10/16/2020	6039(A)	REPUBLIC SERVICES INC	OCT 2020-REFUSE SERVICE	\$	414.48
10/16/2020	6040(A)	S L H METALS INC	FABRICATING	\$	1,450.00
10/16/2020	6041(A)	SAFEBUILT MICHIGAN LLC	SEPT 20-BUILDING DEPARTMENT SERVICES	\$	11,747.00
10/16/2020	6042(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	REPAIRS	\$	251.03
10/16/2020	6043(A)	SMITH SAND & GRAVEL INC	2020 STREET PATCH REPAIR PROGRAM	\$	14,954.92
10/16/2020	6044(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	630.74
10/16/2020	6045(A)	WITMER PUBLIC SAFETY GROUP INC	GLOVES AND ACCESSORIES	\$	836.26
10/16/2020	6046(A)	U S BANK NA	2017 UTGO BONDS	\$	58,393.75
10/16/2020	6047(A)	U S BANK NA	2018 UTGO BONDS	\$	91,370.00
10/16/2020	6048(A)	U S BANK, N A	LGLP 2012B BOND PAYMENT	\$	467,006.25
10/16/2020	6049(A)	UNITED PARCEL SERVICE	SHIPPING	\$	4.05
10/16/2020	6050(A)	WEST SHORE FIRE INC	2020 ANNUAL INSPECTION AND MAINTENANCE	\$	1,540.00
10/29/2020	133091	CRANDELL G R	UB refund for account: 2603490001	\$	8.35
10/29/2020	133092	BEACHAM DAHLIA	UB refund for account: 4035300006	\$	74.90
10/29/2020	133093	KENNEY ANDREW	UB refund for account: 1043500006	\$	8.17
10/29/2020	133094	FURNISH EUGENE	UB refund for account: 1750000006	\$	7.47
10/29/2020	133095	LOTT JEREMIAH	UB refund for account: 2753340002	\$	69.78
10/29/2020	133096	JOHNSTON STEVEN	UB refund for account: 5837570005	\$	206.36
10/29/2020	133097	BUKOVICK CARRIE	UB refund for account: 3987570001	\$	10.99
10/29/2020	133098	CURRY MATTHEW	UB refund for account: 2754240013	\$	67.17
10/29/2020	133099	WADE JURNEY HOMES INC	UB refund for account: 2335900000	\$	12.51
10/29/2020	133100	HOLDEN MICHELLE	UB refund for account: 2676390001	\$	5.04
10/29/2020	133101	CONFER-CULBERSON ERICA	UB refund for account: 2209740006	\$	122.47
10/29/2020	133102	FANNIE MAE AKA FEDERAL NATIONAL	UB refund for account: 2886540003	\$	9.67
10/29/2020	133103	CASWELL KEVIN & BEVERLY	UB refund for account: 1426500008	\$	34.18
10/29/2020	133104	HUGHES KATHERINE	UB refund for account: 3042570006	\$	132.74
10/29/2020	133105	STRONG TARA	UB refund for account: 3677570012	\$	188.60
10/29/2020	133106	GREGORICKA DEBORAH	UB refund for account: 4169240007	\$	207.99
10/29/2020	133107	BRUFF BOB	UB refund for account: 2660640001	\$	9.47
10/29/2020	133108	GARRISON CRYSTAL	UB refund for account: 1679500004	\$	13.00
10/29/2020	133109	TAUBITZ NATHAN	UB refund for account: 1891500006	\$	122.05
10/29/2020	133110	BOWEN IESHA	UB refund for account: 3659070013	\$	17.05
10/29/2020	133111	DIAMOND BRUCE	UB refund for account: 1890000010	\$	16.11
10/29/2020	133112	RUST JIM AND ROSIE	UB refund for account: 5738570003	\$	67.31
10/29/2020	133113	WEBB LYNN	UB refund for account: 2297940002	\$	5.63
10/29/2020	133114	DOWNTOWN DEVELOPMENT AUTHORITY	EV CHARGING STATION LOAN PROCEEDS	\$	34,257.00

10/29/2020	133115	MISDU	PAYROLL DEDUCTIONS	\$	1,611.95
10/29/2020	133116	POSTMASTER	EGLE REQUIRED PUBLIC EDUCATIONAL MATERIAL MAILING	\$	1,162.26
10/29/2020	133117	SHIAWASSEE COUNTY TREASURER	TAX COLLECTION DISBURSEMENT	\$	8,289.37
10/30/2020	133118	H K ALLEN PAPER CO	SUPPLIES	\$	253.00
10/30/2020	133119	GLENN D BRITTAIN	ELECTION WORK	\$	461.50
10/30/2020	133120	C & S SOLUTIONS INC	TRANSMITTER CLAMP FOR LOCATING UNDERGROUND WIRES	\$	420.00
10/30/2020	133121	CENTRAL MICHIGAN DIESEL, INC.	WWTP DUMP TRUCK MAINTENANCE	\$	730.39
10/30/2020	133122	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION-CASE #18-32306-DOF	\$	115.40
10/30/2020	133123	CORUNNA MILLS FEED LLC	GRASS SEED FOR SPLASH PAD	\$	115.00
10/30/2020	133124	DELTA DENTAL PLAN OF MICHIGAN	NOVEMBER 20-DENTAL INSURANCE PREMIUM	\$	3,866.98
10/30/2020	133125	FREDRICKSON SUPPLY OF GRAND RAPIDS	RAMVAC HYDRO EXCAVATOR TRUCK	\$	386,389.61
10/30/2020	133126	PAULA GREGORICKA	ELECTION WORK	\$	429.00
10/30/2020	133127	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$	468.18
10/30/2020	133128	HOP FAMILY LLC	EGLE BROWNFIELD GRANT REIMBURSEMENT	\$	17,092.57
10/30/2020	133129	INDUSTRIAL SUPPLY OF OWOSSO INC	SUPPLIES	\$	450.80
10/30/2020	133130	INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION	MEMBERSHIP FOR NATHAN HENNE	\$	1,012.00
10/30/2020	133131	LAMPHERE'S	REPAIR TO FURNACE AT CITY HALL	\$	294.70
10/30/2020	133132	LLOYD MILLER & SONS, INC	PARTS	\$	1,023.97
10/30/2020	133133	MCLAREN RENTALS, INC.	PROPANE FOR CRACK SEALING MACHINE	\$	135.00
10/30/2020	133134	MICHIGAN MUNICIPAL EXECUTIVES	MEMBERSHIP FOR AMY FULLER	\$	70.00
10/30/2020	133135	MICHIGAN MUNICIPAL LEAGUE	CODE ENFORCEMENT OFFICIAL AD	\$	69.60
10/30/2020	133136	MICHIGAN MUNICIPAL TREASURERS ASSOC	MEMBERSHIPS-CHERYL GRICE/KATHY FAGAN 1/1/21-12/31/21	\$	150.00
10/30/2020	133137	OWOSSO BOLT & BRASS CO	PARTS	\$	961.66
10/30/2020	133138	OWOSSO CHARTER TOWNSHIP TREASURER	AGREEMENT PAYMENT	\$	17,417.32
10/30/2020	133139	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$	487.84
10/30/2020	133140	PHP INSURANCE COMPANY	NOVEMBER 2020-RETIREES HEALTH INSURANCE	\$	1,048.74
10/30/2020	133141	PM ENVIRONMENTAL	BD Bond Refund	\$	50.00
10/30/2020	133142	RHONDA S PRITCHETT	REIMBURSEMENT	\$	27.53
10/30/2020	133143	RADIO SHACK DEALER 22-H074	CABLE	\$	19.99
10/30/2020	133144	RICOH USA	MAINTENANCE/SUPPLIES FOR 3 COPIERS	\$	1,212.95
10/30/2020	133145	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$	197.20
10/30/2020	133146	SOMERSET POWER SYSTEMS	APC SYMMETRA POWER MODULE FOR SERVER ROOM	\$	531.00
10/30/2020	133147	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$	4,958.18
10/30/2020	133148	STATE OF MICHIGAN-EGLE	LAB SAMPLES TESTING	\$	702.00
10/30/2020	133149	SUNNYSIDE FLORIST	FUNERAL FLOWERS-PAID FOR BY EMPLOYEE DONATIONS	\$	51.00
10/30/2020	133150	TERRY M BACK	TIRE REPAIRS	\$	365.00
10/30/2020	133151	WEB ASCENDER	WEBSITE HOSTING	\$	150.00
10/30/2020	6051(A)	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$	499.50
10/30/2020	6052(A)	B S & A SOFTWARE	TAX SYSTEM-ANNUAL SERVICE/SUPPORT-11/1/20-11/1/21	\$	1,480.00
10/30/2020	6053(A)	BIOTRAID ENVIRONMENTAL INC	ODOR CONTROL	\$	607.00
10/30/2020	6054(A)	BODMAN PLC	PROFESSIONAL SERVICES	\$	122.50
10/30/2020	6055(A)	C & B AIR COMPRESSORS	AIR COMPRESSOR REPAIR AT THE WASTE WATER	\$	7,522.90
10/30/2020	6056(A)	C D W GOVERNMENT, INC.	PARTS/SUPPLIES	\$	844.57
10/30/2020	6057(A)	CENTRON DATA SERVICES, INC.	2020 WINTER TAX BILLS-POSTAGE/MAILING SERVICES	\$	2,696.00
10/30/2020	6058(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.08

10/30/2020	6059(A)	COMMUNITY IMAGE BUILDERS	PROFESSIONAL SERVICES	\$	2,126.00
10/30/2020	6060(A)	CRAWFORD CONTRACTING INC	2020 WATER MAIN REPLACEMENT PROJECT	\$	178,440.81
10/30/2020	6061(A)	D & G EQUIPMENT INC	PARTS/SUPPLIES	\$	2,399.17
10/30/2020	6062(A)	DELL MARKETING LP	COMPUTER AND MONITOR FOR ALLMAX RECORDS	\$	1,107.00
10/30/2020	6063(A)	DORNBOS SIGN INC	SIGNS	\$	1,658.42
10/30/2020	6064(A)	ESO SOLUTIONS INC	SUPPORT-11/3/20-11/2/21	\$	1,333.85
10/30/2020	6065(A)	ETNA SUPPLY COMPANY	WATER INVENTORY ITEMS	\$	2,602.00
10/30/2020	6066(A)	FASTENAL COMPANY	PARTS	\$	350.96
10/30/2020	6067(A)	FISHER SCIENTIFIC CO.	LAB SUPPLIES	\$	486.31
10/30/2020	6068(A)	GABRIDGE & COMPANY, PLC	AUDIT SERVICES OF FINANCIAL STATEMENTS FOR FY 19/20	\$	15,230.00
10/30/2020	6069(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$	11,089.48
10/30/2020	6070(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME	\$	13,729.50
10/30/2020	6071(A)	HAMMOND FARMS SOUTH	PLAYGROUND MULCH	\$	1,787.00
10/30/2020	6072(A)	HYDROTEX INC	ACCULUBE	\$	583.46
10/30/2020	6073(A)	J & H OIL COMPANY	FUEL PE 10/15/20	\$	4,981.65
10/30/2020	6074(A)	LAW ENFORCEMENT OFFICERS REGIONAL TRAINING COMMISSION	2020 FALL LED ASSESSMENT	\$	1,007.46
10/30/2020	6075(A)	LUDINGTON ELECTRIC, INC.	CITY HALL/POLICE DEPT REPAIRS	\$	1,177.72
10/30/2020	6076(A)	MCGUIRK SAND-GRAVEL INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROJECT	\$	66,013.65
10/30/2020	6077(A)	METTLER-TOLEDO INC.	PREVENTIVE MAINTENANCE AND CALIBRATION OF SCALES	\$	446.67
10/30/2020	6078(A)	MICH BUSINESS POWERED BY MDPA	NOVEMBER 2020-COBRA ADMIN FEE	\$	50.00
10/30/2020	6079(A)	MOTION INDUSTRIES, INC.	PARTS	\$	743.32
10/30/2020	6080(A)	NATIONAL VISION ADMINISTRATORS LLC	NOVEMBER 2020 VISION INSURANCE PREMIUM	\$	522.10
10/30/2020	6081(A)	OFFICE SOURCE	ELECTION SUPPLIES	\$	92.89
10/30/2020	6082(A)	PHP INSURANCE COMPANY	NOVEMBER 2020-HEALTH INSURANCE PREMIUM	\$	86,332.92
10/30/2020	6083(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,226.82
10/30/2020	6084(A)	PURITY CYLINDER GASES INC	ANNUAL INSPECTION AND SERVICE TAG FOR CO2 TANK	\$	150.00
10/30/2020	6085(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	5,182.33
10/30/2020	6086(A)	QUADIENT FINANCE USA INC	POSTAGE ADVANCE	\$	2,000.00
10/30/2020	6087(A)	R & R FIRE TRUCK REPAIR INC	ANNUAL EQUIPMENT MAINTENANCE	\$	601.80
10/30/2020	6088(A)	RUBOB'S INC	SEPT 20-PUBLIC SAFETY DEPARTMENT DRY CLEANING	\$	348.83
10/30/2020	6089(A)	S L H METALS INC	PARTS	\$	1,300.00
10/30/2020	6090(A)	SEIFERT CONCRETE LLC	2020 SIDEWALK RESTORATION PROGRAM	\$	31,650.47
10/30/2020	6091(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	293.11
10/30/2020	6092(A)	ULINE	SHELVING UNIT	\$	213.57
10/30/2020	6093(A)	UNITED PARCEL SERVICE	SHIPPING	\$	38.73
10/30/2020	6094(A)	VERIZON WIRELESS	MODEM FEES-9/11/20-10/10/20	\$	635.88
10/30/2020	6095(A)	E H WACHS	ELEMENT FILTER AND WAND FOR #600	\$	615.00
10/30/2020	6096(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-9/16/20-10/15/20	\$	14,939.54

1 TOTALS:

(1 Check Voided)

Total of 256 Disbursements:	\$	2,848,036.54
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Bank 10 OWOSSO HISTORICAL FUND

10/02/2020	5379	DAYSTARR COMMUNICATIONS	OCT 20-GOULD HOUSE PHONE	\$	28.32
10/02/2020	5380	OWOSSO-WATER FUND	WATER/SEWER SERVICE	\$	280.96

10/16/2020	5381	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	154.84
10/16/2020	5382	DAYSTARR COMMUNICATIONS	NOVEMBER 2020-INTERNET/PHONE SERVICE	\$	127.22
10/16/2020	5383	NO MOW PROBLEMS LAWN CARE	SEPTEMBER 2020-GOULD HOUSE LAWN MOWING	\$	120.00
10/30/2020	5384	THE ARGUS-PRESS	AD FOR GOULD HOUSE APT.	\$	22.05
10/30/2020	5385	DAYSTARR COMMUNICATIONS	NOVEMBER 2020-GOULD HOUSE PHONE SERVICE	\$	28.32
10/30/2020	5386	ENGINEERED PROTECTION SYSTEMS INC	SERVICE CALL AT CURWOOD CASTLE	\$	116.00
10/30/2020	5387	ALBERT W MARTENIS III	NOV 2020-HISTORICAL DIRECTOR SERVICES	\$	2,250.00
10/30/2020	5388	SPECIALTY SALVAGE LLC	GOULD HOUSE TRASH SERVICE	\$	44.97

10 TOTALS:

Total of 10 Disbursements:	\$	3,172.68
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REPORT TOTALS:

(1 Check Voided)

Total of 266 Disbursements:	\$	2,851,209.22
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## **COVID-19 City Employee Reopening Plan**

**To Begin: Tuesday, May 26, 2020**

**Drafted By:**

**Jessica Unangst – HR/IT Director**

**May 22, 2020**

**[Revised November 10, 2020](#)**

**Council Approved:**

**May 18, 2020**

## **Returning to Work - After COVID-19 Restrictions Lifted**

First, we need to have a downward trend for 14 days (of both COVID cases and positive test results – as averaged over the last 14 days) – in [Region 5 \(per Michigan.gov\)](#) [our county](#). And local hospitals must have the capacity to treat patients without crisis care. These are considered to be the “gating” criteria. Once these are met, then:

**Phase 1:** Encourage employees to telework and return to work in phases, if possible. Shut down all common areas (cafeterias, breakrooms, conference rooms, etc.) and enforce strict social distancing measures (all employees will be required to wear a mask when in common areas and when entering/exiting the building), if you work in your own separate office, a mask is not required when in your office space. Limit non-essential business travel. Consider “special accommodations” for vulnerable employees. The City of Owosso will accept customers by appointment only. Payments will continue to be received through the drop box in the parking lot, online or over the phone.

If there is NO evidence of a rebound (in positive tests or cases), then move forward with Phase 2.

**Phase 2:** Non-essential business travel may resume. Allow employees to telework when possible and practice social distancing (continue to wear masks in common areas and when entering/exiting the building). The only door that will be open to City Hall will be the basement door, the first floor doors will remain locked with a notice on them to enter through the basement level.

If there is NO evidence of a rebound (in positive tests or cases), then move forward with Phase 3.

**Phase 3:** Resume unrestricted staffing of worksite. Vulnerable employees still practice social distancing. All City Hall doors will be open.

These reopening phases are taken directly from CDC guidelines. Each phase that we are in will be announced through email to all employees.

### **COVID SYMPTOMS/ILLNESS**

Employees experiencing any COVID-19 symptoms (fever, shortness of breath/[difficulty breathing](#), ~~tiredness~~[fatigue](#), dry cough, chills/~~shaking~~, muscle ~~pain~~[or body aches](#), headache, sore throat, [congestion or runny nose](#), [nausea/vomiting](#), [diarrhea](#), new loss of taste/smell) should ~~go to Memorial Healthcare to be get~~ tested. It ~~will~~[may](#) take 24-36 hours to get results. Sick employees, no matter what symptoms they are having, are encouraged to stay home until they are well. Also, please remain home if you have been in close contact with someone who is sick ([6 feet or closer, for 15 minutes or more in a 24 hour period](#)). Please communicate with your Department Manager if you are ill, diagnosed with COVID-19, a family member is diagnosed with COVID-19, or if you are unable to work.

If any employee is concerned that they have COVID-19 or that a member in their household has the virus, please stay home. There will be no disciplinary action or retribution for choosing to stay home.

### **IN-PERSON WORK**

Any employee upon entering City Hall will need to take their temperature (thermometer located on the 2<sup>nd</sup> floor on the shelf outside the HR/City Manager area in the 2<sup>nd</sup> floor lobby) and ~~record their temperature and~~ answer the questions on the symptom form or via email. Sanitizer and disinfecting wipes will be there too, please sanitize your hands before taking your temperature and then wipe off the thermometer when you are done. If your temperature is 100.4 degrees or above, you will need to go home and continue to monitor for other COVID-19 symptoms. Completed forms should be

~~slid under Jessica's door, put on her conference room table~~placed in the brown folder (~~if her door is open on the ledge inside the window~~) or emailed to her. These records will be maintained as a private medical record.

For employees and others that come in from time-to-time, we need to limit the number of employees that are in one department/area at a time. Work together with co-workers and stagger shifts to ensure less contact with each other and be sure to keep 6 feet of distance from each other (both employees and patrons coming in to city facilities). Office areas have tape on the floor (at 6 feet from normal seating at each desk) as a visual reminder to social distance from each other. For this interim period, please use phone/email when possible, instead of in-person visits to other offices. At this time the City of Owosso is discouraging in-person gatherings and meetings.

The small conference room will be closed until further notice, there is not enough space for everyone to keep 6 feet distance. The small conference room may only be used by one person at a time, as needed, please schedule per normal routine through Outlook.

Limit the number of people in the Council Chambers to 17, per the current set-up. If we need a podium, it will reduce the number.

The Part-time Engineer will use the door at the top of the stairs to enter/exit his office, until further notice.

~~The Public Safety department office staff will open when the Governor lifts the Stay Home, Stay Safe Order.~~

Further protection measures:

- Offer masks for all employees to wear (located on the desk outside Laurie's office on the 2<sup>nd</sup> floor) and allow employees to bring their own mask to wear. Facemasks must be worn if the employee is in contact with the public or within 6 feet of another co-worker or upon entering/exiting the building or visiting common areas (breakroom, restroom, etc.).
- Have hand sanitizing stations at all entries, as well as tissues and trash receptacles.
- Continue to push hand washing, ~~put~~-signs **are** up around all buildings.
- Enhance cleaning and disinfecting in all locations. Clean and disinfect all frequently touched surfaces, such as workstations, countertops, handrails and doorknobs. Please limit tool and equipment sharing. Disinfectant wipes will be provided to each department.
- Install plexiglass and other physical barriers where necessary, which has been completed.
- Restrict non-essential visitors.
- Stagger shift starts, breaks and lunches.
- Take employee temperatures upon entry, once per day.
- Encourage customers to use touch less payment options when possible. Minimize handling cash and credit cards, when possible. When exchanging paper and/or coin money, do not touch the face, nose or eyes, ask the customer to place cash on the counter and place money on the counter when returning change back to the customer. Wipe down the counter between customers at checkout.
- Define customer/visitor contact protocols:
  - Directing customer traffic through the workplace.
  - Limiting the number of customers in any area at one time.
  - No handshake greetings, remain 6 feet apart.
  - Using video/telephone conferencing instead of in-person meetings.

#### **TELEWORK**

These positions will be permitted to continue to telework:

- City Manager

- Assistant to the City Manager
- HR Director (will need to come into the office on occasion)
- Payroll Clerk (at times)
- Disbursements Analyst (will need to come into the office on occasion)
- Accountant
- Executive Secretary – Public Safety
- Public Safety Administrative Assistant
- Water Treatment Plant Superintendent (at times)
- City Clerk (at times)
- Assessor
- Assessing Asst/Clerk (at times)
- City Treasurer
- Part-time Engineer
- Project Engineer
- Executive Secretary – Engineering
- WWTP Superintendent
- Building Official

For the employees listed above, we will allow them to continue to work from home for the time being. ~~When public spaces are re-opened we will continue to phase back to work.~~ Public Safety administrative staff will return to working in the office, as will Treasurer's Office (possibly on a staggered schedule).

Commented [JBU1]: Do you want me to take this section out?

These positions are not able to telework:

- Finance Director (at times)
- Director of Public Safety
- Police Department
- Fire Department
- Water Treatment Plant Employees
- Deputy City Clerk
- IT Consultant
- Deputy Treasurer
- Utility Billing Clerk
- Utility Mapping Analyst
- Public Works Superintendent
- Asset Management Specialist
- Office Manager
- Code Enforcement Official

~~We will continue to allow teleworking for those individuals with children at home, while day care centers are not open to care for the child(ren).~~

## **PROTOCOLS**

An acknowledgement form will be created for all employees to sign and acknowledge the city's policies on preventing the spread of COVID-19 (that they agree to abide by the required safety measures, will not report to work if they are feeling ill, practice good respiratory etiquette (cover coughs & sneezes), prohibit the use of another employee's

computer, phone, etc.) and agree to wear a mask when in common areas. Failure to abide by these rules will result in disciplinary action.

**The Families First Coronavirus Response Act (FFCRA) is what we will follow for ALL employees needing leave for specified reasons related to COVID-19.**

~~COVID-19 pay ends when the Stay Home, Stay Safe order is lifted.~~

Implement a business continuity plan, including infectious disease control. ~~Establish a pandemic task force to continuously monitor external and internal data and implement appropriate protocols.~~

~~To comply with the Governor's executive orders, all employers that are permitted to require their employees to leave their homes for work must~~**The City will**, at a minimum:

- Develop a COVID-19 preparedness and response plan (this document).
- Make the plan readily available to employees, unions and customers.
- Designate one or more supervisors (or another on-site employee) to implement, monitor and report on the COVID-19 strategies developed in the plan. ~~The supervisor must remain on site at all times when employees are present.~~
- ~~Provide training to employees that covers: workplace infection control practices, proper use of PPE, steps employees must take to notify the City of any symptoms of COVID-19 or a suspected or confirmed diagnosis of COVID-19 and how to report unsafe working conditions.~~
- Conduct daily self-screening protocol for all employees or contractors who enter the workplace, including a questionnaire that covers symptoms and suspected or confirmed exposure to people with possible COVID-19.
- Keep everyone at least six feet from one another in the worksite (to the maximum extent possible).
- Provide non-medical grade face coverings to all employees (for City Hall – there is a box on the desk outside the City Manager/HR Director's office, please take what you need).
- Employees are required to wear face coverings any time they cannot consistently maintain six feet of separation from other individuals and when in common areas.
- Increase facility cleaning and disinfection and adopt cleaning protocols to clean and disinfect the workplace in the event of a positive COVID-19 case.
- Cleaning supplies are available to all employees. Employees will also be provided time to wash hands frequently and/or use hand sanitizer.
- If a positive case is confirmed with a city employee, we will within 24 hours notify the Shiawassee County Health Department and any co-workers, contractors or suppliers who may have come in contact with the employee.
- Restrict business-related travel to that which is essential only.
- ~~Promote remote work to the fullest extent possible.~~

<b>From:</b>	<b>Building Department</b>
<b>To:</b>	<b>Owosso City Council</b>
<b>Report Month:</b>	<b>October 2020</b>

<b>Category</b>	<b>Estimated Cost</b>	<b>Permit Fee</b>	<b>Number of Permits</b>
BASEMENT WATERPROOFING	\$900	\$105	1
CAR WASH	\$230,000	\$3,957	1
COMMERCIAL EXTERIOR WALLS	\$19,000	\$335	1
Electrical	\$0	\$3,525	16
FENCE	\$0	\$240	3
FOUNDATION, INDUSTRIAL	\$100,000	\$1,220	1
GARAGE, DETACHED	\$7,950	\$225	1
GAS STATION CANOPY	\$74,691	\$895	1
Mechanical	\$0	\$6,221	33
NON-RES. ADD/ALTER/REPAIR	\$28,950	\$767	1
Plumbing	\$0	\$210	1
PORCH	\$5,000	\$270	1
RAMP	\$575	\$0	1
RES. ADD/ALTER/REPAIR	\$2,000	\$145	1
ROOF	\$98,415	\$1,535	11
ROW-ENG	\$0	\$60	2
ROW-OTHER	\$0	\$0	1
ROW-SIDEWALK OCCUPANCY	\$0	\$0	1
ROW-UTILITY	\$0	\$30	1
SIDING	\$17,809	\$415	3
VACANT PROPERTY REGISTRATION	\$0	\$100	1
WINDOWS	\$16,215	\$345	4
ZONING COMPLIANCE NEW BUSINESS	\$0	\$50	1
<b>Totals</b>	<b>\$601,505</b>	<b>\$20,650</b>	<b>88</b>

**2019 COMPARISON TOTALS**

**October 2019 Totals**

**\$995,468**

**\$31,206**

**163**

**BUILDING PERMITS ONLY**

**-**

**36**

## OCTOBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
<b><u>APPLIANCES</u></b>								
ENF 20-0851	403 RANDOLPH ST	LETTER SENT	CLOSED	10/13/2020	10/20/2020		10/20/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>AUTO REP/JUNK VEH</u></b>								
ENF 20-0905	711 WRIGHT AVE	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/29/2020	11/09/2020		N
ENF 20-0288	1210 MACK ST	INSPECTED PROPERTY	CLOSED	06/03/2020	10/05/2020		10/05/2020	N
				<b>Total Entries</b>	<b>2</b>			
<b><u>BRUSH PILES</u></b>								
ENF 20-0875	528 RIVER ST	COMPLAINT LOGGED	LETTER SENT	10/26/2020	10/26/2020	11/04/2020		Y
				<b>Total Entries</b>	<b>1</b>			
<b><u>BUILDING VIOL</u></b>								
ENF 20-0854	507 BRADLEY ST	CONTACT WITH CONTRACTOR	PENDING PERMIT APPLICATION	10/14/2020	10/28/2020	11/12/2020		Y
ENF 20-0895	448 E MAIN ST	COMPLAINT LOGGED	LETTER SENT	10/28/2020	10/29/2020	11/19/2020		N
ENF 20-0909	1109 N WATER ST	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/30/2020	11/09/2020		N
				<b>Total Entries</b>	<b>3</b>			
<b><u>DEAD TREE</u></b>								
ENF 20-0744	302 GENESEE ST	CONTACT WITH OWNER	CLOSED	09/15/2020	10/28/2020		10/28/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>DEMOLITION</u></b>								
ENF 18-0187	900 DIVISION ST	REF TO ATTORNEY	COMPLIED	04/10/2018	10/29/2020		10/30/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>DRAIN ISSUES</u></b>								
ENF 20-0833	1119 S SHIAWASSEE ST	INSPECTED PROPERTY	CLOSED	10/07/2020	10/21/2020		10/21/2020	N
				<b>Total Entries</b>	<b>1</b>			

## OCTOBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
FENCE VIOLATION								
ENF 20-0842	815 TRACY ST	INSPECTED PROPERTY	NO VIOLATION AT THIS TIME	10/09/2020	10/12/2020		10/13/2020	N
ENF 20-0718	229 S CEDAR ST	INSPECTED PROPERTY	CLOSED	09/09/2020	10/12/2020		10/12/2020	COMM
Total Entries				2				
FRONT YARD PARKING								
ENF 20-0778	743 WOODLAWN AVE	LETTER SENT	CLOSED	09/23/2020	10/01/2020		10/01/2020	N
ENF 20-0879	434 E COMSTOCK ST	COMPLAINT LOGGED	NO VIOLATION	10/26/2020	10/26/2020		10/26/2020	Y
Total Entries				2				
FURNITURE OUTSIDE								
ENF 20-0818	914 CORUNNA AVE	LETTER SENT	CLOSED	10/02/2020	10/12/2020		10/12/2020	Y
ENF 20-0887	319 W RIDGE ST	CONTACT WITH OWNER	CLOSED	10/27/2020	10/30/2020		10/30/2020	Y
Total Entries				2				
GARBAGE & DEBRIS								
ENF 20-0857	749 WOODLAWN AVE	CONTACT WITH OWNER	EXTENSION GRANTED	10/15/2020	10/19/2020	11/16/2020		N
ENF 20-0785	1275 ALLENDALE AVE	INSPECTED PROPERTY	CLOSED	09/24/2020	10/01/2020		10/01/2020	N
ENF 20-0607	502 JENNETT ST	INSPECTED PROPERTY	CLOSED	08/10/2020	10/14/2020		10/14/2020	N
ENF 20-0862	611 QUEEN ST	CONTACT WITH OWNER	EXTENSION GRANTED	10/19/2020	10/29/2020	11/05/2020		N
ENF 20-0769	215 N ELM ST	LETTER SENT	CLOSED	09/22/2020	10/06/2020		10/06/2020	Y
ENF 20-0897	409 GROVER ST	COMPLAINT LOGGED	LETTER SENT	10/29/2020	10/29/2020	11/11/2020		N
ENF 20-0878	643 N HICKORY ST	COMPLAINT LOGGED	LETTER SENT	10/26/2020	10/26/2020	11/09/2020		N
ENF 20-0455	847 BROADWAY AVE	LETTER SENT	CLOSED	07/07/2020	10/08/2020		10/08/2020	Y
ENF 20-0856	634 N WASHINGTON ST	LETTER SENT	CLOSED	10/15/2020	10/26/2020		10/26/2020	N
ENF 20-0812	124 E KING ST	INSPECTED PROPERTY	CLOSED	09/30/2020	10/15/2020		10/15/2020	Y

**OCTOBER 2020**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0894	820 BRADLEY ST	COMPLAINT LOGGED	LETTER SENT	10/28/2020	10/28/2020	11/05/2020		N
ENF 20-0893	813 BRADLEY ST	COMPLAINT LOGGED	LETTER SENT	10/28/2020	10/28/2020	11/05/2020		N
ENF 20-0450	709 CLINTON ST	CONTACT WITH OWNER	CLOSED	07/07/2020	10/26/2020		10/26/2020	Y
ENF 20-0774	503 MILWAUKEE ST	LETTER SENT	CLOSED	09/22/2020	10/01/2020		10/01/2020	N

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**Total Entries      14**

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**GARBAGE CANS**

ENF 20-0836	723 W STEWART ST	LETTER SENT	CLOSED	10/07/2020	10/14/2020		10/14/2020	N
ENF 20-0853	1300 N HICKORY ST	LETTER SENT	CLOSED	10/13/2020	10/20/2020		10/20/2020	Y
ENF 20-0801	805 E KING ST	CONTACT WITH OCCUPANT	CLOSED	09/28/2020	09/28/2020		10/01/2020	Y
ENF 20-0852	1307 N HICKORY ST	LETTER SENT	CLOSED	10/13/2020	10/20/2020		10/20/2020	Y
ENF 20-0848	1213 N WATER ST	LETTER SENT	CLOSED	10/12/2020	10/20/2020		10/20/2020	N
ENF 20-0902	827 BROADWAY AVE	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/29/2020	11/05/2020		N
ENF 20-0858	832 DIVISION ST	CONTACT WITH OCCUPANT	CLOSED	10/16/2020	10/22/2020		10/29/2020	Y

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**Total Entries      7**

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**GARBAGE/JUNK IN ROW**

ENF 20-0810	667 GLENWOOD AVE	HOMEOWNER CALLED IN	CLOSED	09/30/2020	10/08/2020		10/08/2020	Y
ENF 20-0839	623 ALGER AVE	LETTER SENT	CLOSED	10/08/2020	10/15/2020		10/15/2020	N
ENF 20-0901	622 WOODLAWN AVE	COMPLAINT LOGGED	INSPECTION PENDING	10/30/2020	10/29/2020	11/05/2020		Y
ENF 20-0828	508 JENNETT ST	LETTER SENT	CLOSED	10/05/2020	10/14/2020		10/14/2020	N
ENF 20-0908	812 ADAMS ST	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/30/2020	11/09/2020		Y
ENF 20-0827	801 N BALL ST	LETTER SENT	CLOSED	10/05/2020	10/14/2020		10/14/2020	N
ENF 20-0780	722 ADAMS ST	HOMEOWNER CALLED IN	CLOSED	09/23/2020	10/01/2020		10/01/2020	N

## OCTOBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0890	717 N WATER ST	COMPLAINT LOGGED	INSPECTION PENDING	10/28/2020	10/28/2020	11/04/2020		N
ENF 20-0860	315 S CHIPMAN ST	WO SUBMITTED	DPW CLEAN-UP	10/19/2020	10/27/2020		10/28/2020	N
ENF 20-0885	602 N DEWEY ST	COMPLAINT LOGGED	INSPECTION PENDING	10/27/2020	10/27/2020	11/03/2020		N
ENF 20-0837	950 W STEWART ST	COMPLAINT LOGGED	CLOSED	10/08/2020	10/07/2020		10/14/2020	N
ENF 20-0872	1028 N DEWEY ST	WO SUBMITTED	DPW CLEAN-UP	10/21/2020	10/29/2020		10/29/2020	N
ENF 20-0899	1020 N DEWEY ST	COMPLAINT LOGGED	INSPECTION PENDING	10/29/2020	10/29/2020	11/05/2020		N
ENF 20-0911	1207 DEVONSHIRE CT	CONTACT WITH OWNER	RE-INSPECT PENDING	10/30/2020	10/30/2020	11/02/2020		Y
ENF 20-0871	717 WILTSHIRE DR	LETTER SENT	CLOSED	10/21/2020	10/29/2020		10/29/2020	N
ENF 20-0900	720 HUNTINGTON DR	COMPLAINT LOGGED	INSPECTION PENDING	10/30/2020	10/29/2020	11/05/2020		N
ENF 20-0870	1200 HUNTINGTON DR	LETTER SENT	CLOSED	10/20/2020	10/28/2020		10/28/2020	N
ENF 20-0869	808 STEVENS DR	LETTER SENT	CLOSED	10/20/2020	10/28/2020		10/28/2020	N
ENF 20-0864	924 N BALL ST	LETTER SENT	CLOSED	10/20/2020	10/28/2020		10/28/2020	N
ENF 20-0910	119 STRATFORD DR	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/30/2020	11/09/2020		N
ENF 20-0867	1301 N HICKORY ST	LETTER SENT	CLOSED	10/20/2020	10/28/2020		10/28/2020	N
ENF 20-0761	825 E EXCHANGE ST	LETTER SENT	CLOSED	09/21/2020	10/02/2020		10/02/2020	Y
ENF 20-0847	1209 N WATER ST	CONTACT WITH OWNER	COMPLIED	10/12/2020	10/12/2020		10/16/2020	N
ENF 20-0865	1206 N WATER ST	LETTER SENT	CLOSED	10/20/2020	10/28/2020		10/28/2020	N
ENF 20-0796	617 E MASON ST	LETTER SENT	CLOSED	09/25/2020	10/06/2020		10/06/2020	N
ENF 20-0816	636 GRAND AVE	LETTER SENT	CLOSED	10/02/2020	10/12/2020		10/12/2020	N
ENF 20-0817	631 GRAND AVE	LETTER SENT	CLOSED	10/02/2020	10/12/2020		10/12/2020	N
ENF 20-0784	831 BROADWAY AVE	LETTER SENT	CLOSED	09/24/2020	10/05/2020		10/05/2020	N
ENF 20-0880	419 HUGGINS ST	COMPLAINT LOGGED	LETTER SENT	10/26/2020	10/26/2020	11/05/2020		N
ENF 20-0891	906 N HICKORY ST	COMPLAINT LOGGED	INSPECTION PENDING	10/28/2020	10/28/2020	11/04/2020		N

**Code Enforcement Activity**  
**OCTOBER 2020**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0883	634 N WASHINGTON ST	COMPLAINT LOGGED	INSPECTION PENDING	10/26/2020	10/26/2020	11/03/2020		N
ENF 20-0800	651 N WASHINGTON ST	LETTER SENT	CLOSED	09/28/2020	10/06/2020		10/06/2020	N
ENF 20-0889	397 N CHIPMAN ST	COMPLAINT LOGGED	INSPECTION PENDING	10/28/2020	10/28/2020	11/04/2020		Y
ENF 20-0884	625 E KING ST	COMPLAINT LOGGED	INSPECTION PENDING	10/27/2020	10/27/2020	11/03/2020		N
ENF 20-0770	1008 BUCKLEY DR	LETTER SENT	CLOSED	09/22/2020	10/01/2020		10/01/2020	N
ENF 20-0772	1105 BUCKLEY DR	LETTER SENT	CLOSED	09/22/2020	10/01/2020		10/01/2020	N
ENF 20-0776	301 OAKWOOD AVE	LETTER SENT	CLOSED	09/23/2020	10/01/2020		10/01/2020	N
ENF 20-0773	1108 HARDING AVE	LETTER SENT	CLOSED	09/22/2020	10/01/2020		10/01/2020	N
ENF 20-0873	416 PRINDLE ST	COMPLAINT LOGGED	LETTER SENT	10/22/2020	10/22/2020	11/04/2020		Y
ENF 20-0799	215 W RIDGE ST	LETTER SENT	CLOSED	09/28/2020	10/06/2020		10/06/2020	N
ENF 20-0845	1603 W STEWART ST	CONTACT WITH OWNER	COMPLIED	10/12/2020	10/12/2020		10/15/2020	N
ENF 20-0798	937 KENWOOD DR	LETTER SENT	CLOSED	09/25/2020	10/12/2020		10/12/2020	N
ENF 20-0861	118 W OLIVER ST	LETTER SENT	CLOSED	10/19/2020	10/27/2020		10/27/2020	N
ENF 20-0863	631 N BALL ST	INSPECTED PROPERTY	RECHECK	10/20/2020	10/28/2020	11/04/2020		N
ENF 20-0814	218 MICHIGAN AVE	LETTER SENT	CLOSED	10/01/2020	10/12/2020		10/12/2020	Y
ENF 20-0815	309 CASS ST	LETTER SENT	CLOSED	10/01/2020	10/12/2020		10/12/2020	Y
ENF 20-0881	304 CORUNNA AVE	COMPLAINT LOGGED	LETTER SENT	10/26/2020	10/26/2020	11/04/2020		Y
ENF 20-0762	833 S WASHINGTON ST	WO SUBMITTED	REF TO DPW	09/21/2020	09/30/2020		10/01/2020	N
ENF 20-0892	223 N LANSING ST	COMPLAINT LOGGED	INSPECTION PENDING	10/28/2020	10/28/2020	11/04/2020		Y
ENF 20-0786	620 CLINTON ST	LETTER SENT	CLOSED	09/24/2020	10/05/2020		10/05/2020	N
ENF 20-0859	229 S CEDAR ST	COMPLAINT LOGGED	REF TO CITY ATTY	10/16/2020	10/15/2020	11/16/2020		COMM
ENF 20-0888	433 E EXCHANGE ST	COMPLAINT LOGGED	INSPECTION PENDING	10/28/2020	10/28/2020	11/04/2020		Y

## OCTOBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0805	529 E MAIN ST	LETTER SENT	CLOSED	09/29/2020	10/08/2020		10/08/2020	Y
ENF 20-0781	617 SEVENTH ST	LETTER SENT	CLOSED	09/23/2020	10/01/2020		10/01/2020	N
				Total Entries	54			
GRAFFITI/DEFACEMENT OF PROPERTY								
ENF 20-0824	108 E EXCHANGE ST	WO SUBMITTED	REF TO DPW	10/02/2020	10/02/2020		10/02/2020	COMM
				Total Entries	1			
HEALTH & SAFETY								
ENF 19-0584	108 N ELM ST	OBTAINED PERMIT	COMPLIED	08/14/2019	10/14/2020		10/14/2020	Y
				Total Entries	1			
HOUSE FIRE								
ENF 19-0617	809 RYAN ST	OBTAINED PERMIT	CLOSED	08/26/2019	10/08/2020		10/08/2020	N
				Total Entries	1			
LAWN MAINTENANCE								
ENF 20-0608	626 ALGER AVE	REF TO DPW	CLOSED	08/11/2020	10/08/2020		10/09/2020	VAC
ENF 20-0802	817 HUNTINGTON DR	LETTER SENT	CLOSED	09/28/2020	10/19/2020		10/19/2020	N
ENF 20-0211	1260 ADAMS ST	WO SUBMITTED	REF TO DPW	05/18/2020	10/15/2020		10/15/2020	VAC
ENF 20-0566	825 LINGLE AVE	WO SUBMITTED	REF TO DPW	07/31/2020	10/20/2020		10/20/2020	VAC
ENF 20-0809	208 E OLIVER ST	WO SUBMITTED	REF TO DPW	09/29/2020	10/08/2020		10/08/2020	N
ENF 20-0846	914 ADAMS ST	LETTER SENT	CLOSED	10/12/2020	10/20/2020		10/20/2020	Y
ENF 20-0841	412 E MAIN ST	COMPLAINT LOGGED	LETTER SENT	10/09/2020	10/09/2020		10/15/2020	N
ENF 20-0335	321 STATE ST	INSPECTED PROPERTY	REF TO DPW	06/11/2020	10/07/2020		10/12/2020	VAC
ENF 20-0647	309 GREEN ST	INSPECTED PROPERTY	CLOSED	08/19/2020	10/01/2020		10/01/2020	VAC COMM
ENF 20-0745	801 S WASHINGTON ST	WO SUBMITTED	REF TO DPW	09/16/2020	10/06/2020		10/09/2020	COMM
ENF 20-0830	216 S ELM ST	LETTER SENT	REF TO DPW	10/06/2020	10/15/2020		10/16/2020	COMM

## OCTOBER 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0573	915 CORUNNA AVE	WO SUBMITTED	REF TO DPW	08/04/2020	10/06/2020		10/12/2020	V. L.
				Total Entries	12			
MULTIPLE VIOLATIONS								
ENF 20-0619	667 GLENWOOD AVE	CONTACT WITH OWNER	CLOSED	08/12/2020	10/14/2020		10/14/2020	N
ENF 20-0825	627 GLENWOOD AVE	CONTACT WITH OWNER	CLOSED	10/02/2020	10/05/2020		10/08/2020	Y
ENF 20-0906	603 FRAZER AVE	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/29/2020	11/16/2020		N
ENF 20-0832	723 FRAZER AVE	COMPLAINT LOGGED	CLOSED	10/07/2020	10/06/2020		10/25/2020	N
ENF 20-0822	819 N BALL ST	LETTER SENT	CLOSED	10/02/2020	10/12/2020		10/12/2020	N
ENF 20-0823	715 N BALL ST	RECHECK	INSPECTION PENDING	10/02/2020	10/30/2020	11/05/2020		N
ENF 20-0874	1419 CLEVELAND ST	COMPLAINT LOGGED	LETTER SENT	10/22/2020	10/22/2020	11/05/2020		N
ENF 20-0819	700 E EXCHANGE ST	CONTACT WITH OCCUPANT	CLOSED	10/02/2020	10/22/2020		10/26/2020	Y
ENF 20-0876	209 N ELM ST	CONTACT WITH OWNER	EXTENSION GRANTED	10/26/2020	11/02/2020	11/18/2020		N
ENF 20-0877	210 N ELM ST	COMPLAINT LOGGED	LETTER SENT	10/26/2020	10/26/2020	11/04/2020		Y
ENF 20-0896	406 E COMSTOCK ST	COMPLAINT LOGGED	LETTER SENT	10/29/2020	10/29/2020	11/16/2020		Y
ENF 20-0898	304 S OAK ST	COMPLAINT LOGGED	LETTER SENT	10/29/2020	10/29/2020	11/11/2020		N
ENF 20-0716	1501 W MAIN ST	INSPECTED PROPERTY	CLOSED	09/09/2020	10/19/2020		10/20/2020	VAC
ENF 20-0849	716 GRAND AVE	INSPECTED PROPERTY	2ND NOTICE SENT	10/13/2020	10/26/2020	11/09/2020		N
ENF 20-0806	705 LINGLE AVE	LETTER SENT	CLOSED	09/29/2020	10/08/2020		10/08/2020	N
ENF 20-0850	748 BROADWAY AVE	INSPECTED PROPERTY	VIOLATIONS EXIST	10/13/2020	10/22/2020	11/12/2020		Y
ENF 20-0783	813 DIVISION ST	CONTACT WITH OWNER	CLOSED	09/24/2020	10/05/2020		10/13/2020	N
ENF 20-0904	850 BROADWAY AVE	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/29/2020	11/10/2020		N
ENF 20-0903	847 BROADWAY AVE	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/29/2020	11/09/2020		Y

**OCTOBER 2020**

<b>Enf. Number</b>	<b>Address</b>	<b>Previous Status</b>	<b>Current Status</b>	<b>Filed</b>	<b>Last Action Date</b>	<b>Next Action Date</b>	<b>Date Closed</b>	<b>Rental</b>
ENF 20-0811	328 N PARK ST	LETTER SENT	CLOSED	09/30/2020	10/08/2020		10/08/2020	Y
ENF 20-0821	615 N WASHINGTON ST	LETTER SENT	CLOSED	10/02/2020	10/12/2020		10/12/2020	Y
ENF 20-0771	1310 SHADY LANE	LETTER SENT	CLOSED	09/22/2020	10/08/2020		10/08/2020	N
ENF 20-0855	1514 W STEWART ST	PARTIALLY COMPLIED	INSPECTION PENDING	10/14/2020	10/26/2020	11/16/2020		Y
ENF 20-0777	205 OAKWOOD AVE	LETTER SENT	CLOSED	09/23/2020	10/08/2020		10/08/2020	N
ENF 20-0807	904 KENWOOD DR	INSPECTED PROPERTY	NO VIOLATION AT THIS TIME	09/29/2020	10/07/2020		10/07/2020	N
ENF 20-0829	214 CASS ST	CONTACT WITH OCCUPANT	EXTENSION GRANTED	10/05/2020	10/08/2020	11/04/2020		Y
ENF 20-0782	404 S BALL ST	LETTER SENT	CLOSED	09/24/2020	10/05/2020		10/05/2020	Y
ENF 20-0886	815 S BALL ST	COMPLAINT LOGGED	LETTER SENT	10/27/2020	10/27/2020	11/04/2020		N
ENF 20-0907	201 S CEDAR ST	COMPLAINT LOGGED	LETTER SENT	10/30/2020	10/30/2020	11/09/2020		N
ENF 20-0804	443 E MAIN ST	WO SUBMITTED	REF TO DPW	09/29/2020	10/13/2020		10/13/2020	VAC
ENF 20-0868	500 E EXCHANGE ST	LETTER SENT	CLOSED	10/20/2020	10/28/2020		10/28/2020	N
ENF 20-0791	522 FLETCHER ST	LETTER SENT	CLOSED	09/24/2020	10/22/2020		10/22/2020	N
ENF 20-0834	529 FLETCHER ST	COMPLAINT LOGGED	LETTER SENT	10/07/2020	10/06/2020	11/03/2020		N
ENF 20-0747	607 FLETCHER ST	INSPECTED PROPERTY	CLOSED	09/16/2020	10/07/2020		10/07/2020	N
ENF 20-0813	407 MAPLE AVE	EXTENSION GRANTED	CLOSED	09/30/2020	10/26/2020		10/26/2020	Y

**Total Entries****35****NO BUILDING PERMIT**

ENF 20-0844	819 N BALL ST	INSPECTED PROPERTY	2ND NOTICE SENT	10/12/2020	10/28/2020	11/04/2020		N
ENF 20-0831	644 N SAGINAW ST	INSPECTED PROPERTY	PENDING PERMIT APPLICATION	10/06/2020	10/26/2020	11/05/2020		N
ENF 20-0840	1310 BROADWAY AVE	OBTAINED PERMIT	COMPLIED	10/08/2020	10/13/2020		10/13/2020	Y
ENF 20-0882	704 GRAND AVE	COMPLAINT LOGGED	LETTER SENT	10/26/2020	10/26/2020	11/05/2020		N

**OCTOBER 2020**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0843	111 W KING ST	OBTAINED PERMIT	COMPLIED	10/12/2020	10/15/2020		10/15/2020	N
ENF 20-0673	1400 OLMSTEAD ST	2ND NOTICE SENT	CLOSED	08/26/2020	10/06/2020		10/09/2020	N
Total Entries				6				
RV/CAMPER VIOLATIONS								
ENF 20-0763	1311 STATE ST	COMPLAINT LOGGED	NO VIOLATION AT THIS TIME	09/21/2020	09/30/2020		10/01/2020	N
Total Entries				1				
SIDEWALK VIOLATION								
ENF 20-0803	604 RIVER ST	LETTER SENT	CLOSED	09/28/2020	10/06/2020		10/06/2020	N
ENF 20-0835	210 S WATER ST	CONTACT WITH BUSINESS	RESOLVED	10/08/2020	10/07/2020		10/07/2020	COMM
Total Entries				2				
SIGN VIOLATION								
ENF 20-0794	835 E COMSTOCK ST	COMPLAINT LOGGED	CLOSED	09/24/2020	10/08/2020		10/08/2020	N
ENF 20-0838	1120 W MAIN ST	LETTER SENT	CLOSED	10/08/2020	10/19/2020		10/19/2020	COMM
ENF 20-0826	501 W MAIN ST	CONTACT WITH BUSINESS	CLOSED	10/05/2020	10/12/2020		10/12/2020	COMM
ENF 20-0820	427 W MAIN ST	CONTACT WITH BUSINESS	CLOSED	10/02/2020	10/13/2020		10/13/2020	COMM
Total Entries				4				
VACANT STRUCTURES								
ENF 20-0759	825 LINGLE AVE	INSPECTED PROPERTY	CLOSED	09/18/2020	10/29/2020		10/30/2020	VAC
Total Entries				1				
ZONING								
ENF 20-0866	415 STATE ST	COMPLAINT LOGGED	LETTER SENT	10/20/2020	10/29/2020	11/04/2020		COMM
Total Entries				1				

Monthly Inspection List

OCTOBER 2020

BOOTH, MARK

MECHANICAL & PLUMBING INSPECTOR

Total Inspections: 23

FREEMAN, GREG

CODE ENFORCEMENT

Total Inspections: 116

HARRIS, JON

ELECTRICAL INSPECTOR

Total Inspections: 22

HISSONG, BRAD

BUILDING OFFICIAL

Total Inspections: 59

Report Summary

Grand Total Inspections: 220



# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

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DATE: 1 November 2020

TO: Owosso City Council

FROM: Eric E. Cherry  
Police Department Lieutenant

RE: October 2020 Police Reports

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Attached are the statistics for the Police Department for October 2020. One report is an offense summary for the month of October, by offense type. The other report, neighborhood crime report, lists the occurred on date, case number, location, and the complaint type for reports in October. The officers completed three hundred fourteen (314) field interviews this month, which are calls were a full criminal report is not needed. Your Owosso Police Officers arrested twenty-eight (28) persons this month for thirty-one (31) total offenses.

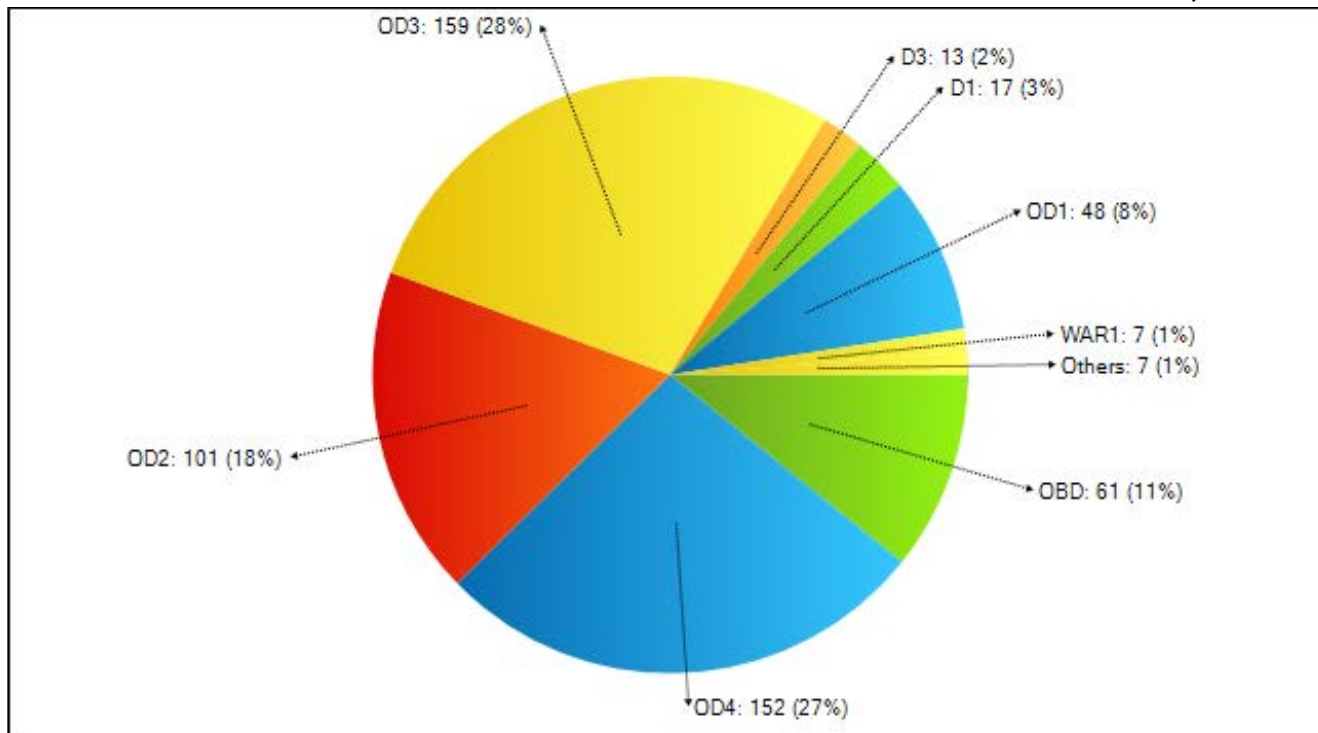
For October 2020 the police handled five hundred sixty-five (565) police events, sixty-three (63) were traffic stops, about one (1) percent of their work activity.

On the following page are two (2) pie charts one showing calls handled by Owosso City Police District, there are five (5) districts within the City of Owosso. The second pie chart is calls throughout the county handled by agency.

Respectfully,

Lt. Eric E. Cherry

## BELOW IS A BREAKDOWN OF POLICE EVENTS HANDLED BY OWOSSO POLICE, BY DISTRICT



OD1: Owosso City District 1 (northwest, north of M-21 and west of M-52)

OD2: Owosso City District 2 (northeast, north of M-21 and east of M-52)

OD3: Owosso City District 3 (southwest, south of M-21 and west of M-52)

OD4: Owosso City District 4 (southeast, south of M-21 and east of M-52, excluding business district and police office)

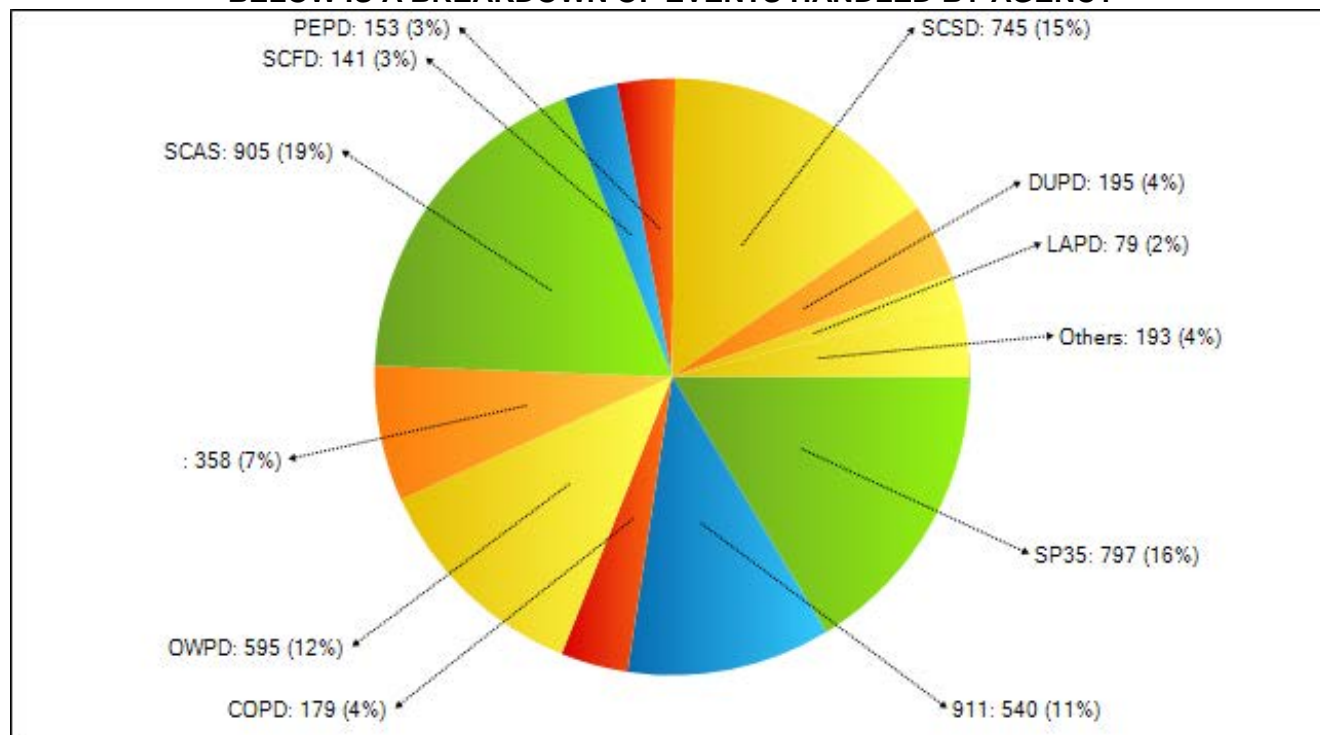
OBD: Owosso City Downtown Business District

D1: Shiawassee County northwest district (west of M-52 and north of Hibbard Road)

D3: Shiawassee County northeast district (east of M-52 and north of Hibbard Road)

Others: Included City of Corunna's 3 districts and any other area officer's responded.

## BELOW IS A BREAKDOWN OF EVENTS HANDLED BY AGENCY



SCSD: Shiawassee County Sheriff's Office

PEPD: Perry City Police

Others: All Other Departments

SCAS: Shiawassee County Ambulance Services

DUPD: Durand City Police

LAPD: Laingsburg City Police

SP35: Michigan State Police Post #35

COPD: Corunna City Police

MOPD: Morrice City Police

SCFD: Shiawassee County Fire Departments

SCAC: Shiawassee County Animal Control

OWPD: Owosso City Police

911: Shiawassee County 911 Center

## OCTOBER NEIGHBORHOOD CRIME REPORT

Occurred Date	Case No	Location	Offense
10/4/2020	2064501328	900 block S Division St	AGGRAVATED/FELONIOUS ASSAULT
10/5/2020	2064501333	600 block N Adams St	AGGRAVATED/FELONIOUS ASSAULT
10/6/2020	2064501334	400 block S Huggins St	AGGRAVATED/FELONIOUS ASSAULT
10/10/2020	2064501354	1600 block W South St	AGGRAVATED/FELONIOUS ASSAULT
10/14/2020	2064501372	600 block W Fletcher St	AGGRAVATED/FELONIOUS ASSAULT
10/14/2020	2064501368	1200 block S Shiawassee St	AGGRAVATED/FELONIOUS ASSAULT
10/17/2020	2064501374	1200 block W Penbrook Dr	AGGRAVATED/FELONIOUS ASSAULT
10/20/2020	2064501388	400 block N Pine St	AGGRAVATED/FELONIOUS ASSAULT
10/21/2020	2064501397	1400 block W Mansfield Dr	AGGRAVATED/FELONIOUS ASSAULT
10/22/2020	2064501403	S Elm St/W Clinton St	AGGRAVATED/FELONIOUS ASSAULT
10/28/2020	2064501432	1200 block Palmer St	AGGRAVATED/FELONIOUS ASSAULT
10/10/2020	2064501354	1600 block W South St	BURGLARY - UNLAWFUL ENTRY (NO INTENT)
10/11/2020	2064501375	900 block Milwaukee St	BURGLARY -FORCED ENTRY
10/22/2020	2064501402	600 block W Clinton St	BURGLARY -FORCED ENTRY
10/12/2020	2064501358	600 block W Fletcher St	CIVIL CUSTODIES - INCAPACITATION
10/14/2020	2064501367	200 block N Lafayette Blvd	CIVIL CUSTODIES - INCAPACITATION
10/15/2020	2064501369	400 block E Howard St	CIVIL CUSTODIES - INCAPACITATION
10/16/2020	2064501371	600 block S Grand Ave	CIVIL CUSTODIES - INCAPACITATION
10/1/2020	2064501315	600 N Shiawassee St	DAMAGE TO PROPERTY
10/10/2020	2064501354	1600 block W South St	DAMAGE TO PROPERTY
10/11/2020	2064501375	900 block Milwaukee St	DAMAGE TO PROPERTY
10/19/2020	2064501430	700 block S McMillan St	DAMAGE TO PROPERTY
10/20/2020	2064501392	600 block N Shiawassee St	DAMAGE TO PROPERTY
10/8/2020	2064501345	7000 block W Clinton St	FAMILY -ABUSE/NEGLECT NONVIOLENT
10/13/2020	2064501364	700 block N Saginaw St	FAMILY -ABUSE/NEGLECT NONVIOLENT
10/11/2020	2064501363	200 block N Ball St	FRAUD -CREDIT CARD/AUTOMATIC TELLER MACHINE
10/8/2020	2064500886	1400 block Renfrew St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
10/26/2020	2064501443	200 block W Cass St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
10/2/2020	2064501317	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
10/2/2020	2064501330	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
10/12/2020	2064501357	600 block Alger St	INSPECTIONS/INVESTIGATIONS - LOST

			AND FOUND PROP
10/18/2020	2064501377	200 block S Chipman St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
10/21/2020	2064501394	100 block E Main St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
10/28/2020	2064501435	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
10/31/2020	2064501446	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
10/24/2020	2064501422	Main St/Lansing St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
10/4/2020	2064501327	400 block E Exchange St	INTIMIDATION/STALKING
10/23/2020	2064501407	1300 block W Mack St	JUVENILE RUNAWAY
10/26/2020	2064501427	1300 block W Mack St	JUVENILE RUNAWAY
10/6/2020	2064501337	1200 block S Shiawassee St	LARCENY -OTHER
10/13/2020	2064501370	200 block W Prindle St	LARCENY -OTHER
10/21/2020	2064501399	200 block N Lansing St	LARCENY -OTHER
10/28/2020	2064501440	400 block N Saginaw St	LARCENY -OTHER
10/29/2020	2064501437	1300 block S State St	LARCENY -OTHER
10/30/2020	2064501445	200 block N Park St	LARCENY -THEFT FROM BUILDING
10/19/2020	2064501381	1000 block S Cedar St	LARCENY -THEFT FROM MOTOR VEHICLE
10/20/2020	2064501398	800 block W Ament St	LARCENY -THEFT FROM MOTOR VEHICLE
10/22/2020	2064501408	900 block S Kenwood Dr	LARCENY -THEFT FROM MOTOR VEHICLE
10/24/2020	2064501416	900 block S Kenwood Dr	LARCENY -THEFT FROM MOTOR VEHICLE
10/7/2020	2064501342	Corunna Ave/Aiken Rd	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/9/2020	2064501349	2000 block S Chipman St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/14/2020	2064501433	1400 block S Delaney Rd	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/18/2020	2064501379	100 block E North St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/22/2020	2064501401	1600 block W Lynn St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/22/2020	2064501400	W Stewart St/S Ball St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/26/2020	2064501424	700 block W Stewart St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
10/24/2020	2064501414	800 block E King St	MISCELLANEOUS - GENERAL ASSISTANCE
10/26/2020	2064501425	700 block S Shiawassee St	MISCELLANEOUS - MISSING PERSONS
10/19/2020	2064501384	400 block E Howard St	MISCELLANEOUS - NATURAL DEATH
10/27/2020	2064501429	N Washington St	MISCELLANEOUS - NATURAL DEATH
10/7/2020	2064501344	1200 block Penbrook Dr	MISCELLANEOUS - NON-CRIMINAL

10/8/2020	2064501346	1000 block N Shiawassee St	MISCELLANEOUS - NON-CRIMINAL
10/12/2020	2064501358	600 block W Fletcher St	MISCELLANEOUS - NON-CRIMINAL
10/13/2020	2064501366	600 block W Ryan St	MISCELLANEOUS - NON-CRIMINAL
10/17/2020	2064501376	700 block S Glenwood Ave	MISCELLANEOUS - NON-CRIMINAL
10/20/2020	2064501389	500 block Grover St	MISCELLANEOUS - NON-CRIMINAL
10/8/2020	2064501348	1600 block Herman St	MOTOR VEHICLE THEFT
10/17/2020	2064501447	1400 block W North St	MOTOR VEHICLE THEFT
10/1/2020	2064501310	200 block E Main St	MOTOR VEHICLE VIOLATION
10/23/2020	2064501418	S Shiawassee St/W Stewart St	MOTOR VEHICLE VIOLATION
10/25/2020	2064501419	100 block E Corunna Ave	MOTOR VEHICLE VIOLATION
10/2/2020	2064501321	900 block W Main St	MOTOR VEHICLE, AS STOLEN PROPERTY
10/24/2020	2064501409	200 block S Oak St	MOTOR VEHICLE, AS STOLEN PROPERTY
10/3/2020	2064501322	800 block Wilkinson Rd	NONAGGRAVATED ASSAULT
10/5/2020	2064501331	600 block N Adams St	NONAGGRAVATED ASSAULT
10/8/2020	2064501347	800 block E King St	NONAGGRAVATED ASSAULT
10/11/2020	2064501356	E Mason St/N Oak St	NONAGGRAVATED ASSAULT
10/12/2020	2064501360	400 block E Exchange St	NONAGGRAVATED ASSAULT
10/12/2020	2064501361	1400 block W Renfrew Dr	NONAGGRAVATED ASSAULT
10/13/2020	2064501362	300 block Gilbert St	NONAGGRAVATED ASSAULT
10/18/2020	2064501390	600 block W Oliver St	NONAGGRAVATED ASSAULT
10/18/2020	2064501378	W Frederick St/S Isham St	NONAGGRAVATED ASSAULT
10/20/2020	2064501448	1400 block W Cleveland St	NONAGGRAVATED ASSAULT
10/23/2020	2064501405	700 block W Stewart St	NONAGGRAVATED ASSAULT
10/24/2020	2064501415	700 block N Ball St	NONAGGRAVATED ASSAULT
10/24/2020	2064501414	800 block E King St	NONAGGRAVATED ASSAULT
10/26/2020	2064501421	1500 block W Henry St	NONAGGRAVATED ASSAULT
10/27/2020	2064501428	600 block S Washington St	NONAGGRAVATED ASSAULT
10/28/2020	2064501434	1200 block W Penbrook Dr	NONAGGRAVATED ASSAULT
10/29/2020	2064501439	200 block S Chipman St	NONAGGRAVATED ASSAULT
10/7/2020	2064501359	700 block E North St	OBSCENITY
10/10/2020	2064501353	1600 block W South St	OBSTRUCTING JUSTICE
10/17/2020	2064501373	2200 block S Chipman St	OBSTRUCTING JUSTICE
10/19/2020	2064501385	200 block E North St	OBSTRUCTING JUSTICE
10/19/2020	2064501387	200 block S Water St	OBSTRUCTING JUSTICE
10/25/2020	2064501411	600 block W Clinton St	OBSTRUCTING JUSTICE
10/7/2020	2064501343	S Shiawassee St/W Main St	OBSTRUCTING POLICE
10/13/2020	2064501382	200 block S Water St	OBSTRUCTING POLICE
10/22/2020	2064501404	200 block S Water St	OBSTRUCTING POLICE
10/1/2020	2064501311	600 block N Hickory St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS

10/6/2020	2064501338	700 block W King St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
10/1/2020	2064501314	700 block W Stewart St	PARENTAL KIDNAPPING
10/7/2020	2064501351	300 block S Shiawassee St	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE
10/27/2020	2064501431	100 block S Shiawassee St	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE
10/18/2020	2064501380	200 block Walnut St	SEXUAL PENETRATION PENIS/VAGINA -CSC 3RD DEGREE
10/6/2020	2064501338	700 block W King St	TRAFFIC - DRIVER LICENSE LAW VIOLATIONS
10/7/2020	2064501340	Glenwood Ave/Farr St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
10/26/2020	2064501423	1100 block W Main St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
10/3/2020	2064501323	600 block S Alger Ave	TRAFFIC - NO OPERATORS LICENSE
10/4/2020	2064501325	N Shiawassee St/Campbell St	TRAFFIC - NO OPERATORS LICENSE
10/6/2020	2064501336	1200 block W Penbrook Dr	TRAFFIC - NO OPERATORS LICENSE
10/9/2020	2064501350	N Dewey St/E Exchange St	TRAFFIC - NO OPERATORS LICENSE
10/1/2020	2064501311	600 block N Hickory St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/1/2020	2064501312	S Michigan Ave/W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/1/2020	2064501313	S Candlewick Dr/W Penbroke Dr	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/2/2020	2064501318	1300 block W Mack St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/2/2020	2064501319	500 block E Keyte St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/2/2020	2064501320	E Main St/S Dewey St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/3/2020	2064501329	E King St/N Gould St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/3/2020	2064501324	M-52/Stewart St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/4/2020	2064501326	Main St/Hickory St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/6/2020	2064501336	1200 block W Penbrook Dr	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/6/2020	2064501339	E Main St/N Saginaw St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/9/2020	2064501350	N Dewey St/E Exchange St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/11/2020	2064501355	Shiawassee St/Clinton St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/14/2020	2064501365	W Main St/S Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/19/2020	2064501386	W Exchange St/N Ball St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/20/2020	2064501391	1100 block M-21	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/21/2020	2064501393	M-52/W Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/25/2020	2064501413	500 block S Frazier St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/30/2020	2064501442	Chipman St/W King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/31/2020	2064501449	Main St/Chestnut St	TRAFFIC, NON-CRIMINAL - ACCIDENT
10/1/2020	2064501316	300 block E Mason St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT

10/10/2020	2064501352	Oakwood St/Jerome St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
10/24/2020	2064501410	100 block N Washington St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
10/25/2020	2064501417	200 block E Main St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
10/25/2020	2064501420	300 block W Main St	TRESPASS
10/6/2020	2064501338	700 block W King St	VIOLATION - INSURANCE - FAIL TO FILE PLPD INSURANCE
10/6/2020	2064501338	700 block W King St	VIOLATION OF CONTROLLED SUBSTANCE ACT
10/10/2020	2064501354	1600 block W South St	VIOLATION OF CONTROLLED SUBSTANCE ACT
10/29/2020	2064501436	1300 block S Shiawassee St	WARRANTS - CORPORATE SUMMONS
10/23/2020	2064501406	600 block W Fletcher St	WEAPONS OFFENSE - CONCEALED
10/23/2020	2064501406	600 block W Fletcher St	WEAPONS OFFENSE - OTHER
<b>Total</b>	<b>143</b>		

## OCTOBER OFFENSE REPORT

Offense	Total Offenses
1072 - 10002 - Parental Kidnap	1
1172 - 11002 - CSC Third (3rd) Degree -Penetration Penis/Vagina	1
1178 - 11008 - CSC Fourth (4th) Degree - Forcible Contact	1
1302 - 13002 - Aggravated/Felonious Assault - Family - Other Weapon	2
1303 - 13002 - Aggravated/Felonious Assault - Family - Strong Arm	1
1304 - 13002 - Aggravated/Felonious Assault - Non-Family - Gun	3
1305 - 13002 - Aggravated/Felonious Assault - Non-Family - Other Weapon	3
1306 - 13002 - Aggravated/Felonious Assault - Non-Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	17
1385 - 13003 - Other Electronic Medium Used for Harassment, Threats	1
1396 - 13002 - Assault Less than Murder	1
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	1
2275 - 22001 - Burglary - Unoccupied Building or Other Structure	1
2298 - 22003 - Burglary - Entering Without Permission	1
2305 - 23005 - Larceny - Personal Property from Vehicle	4
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	1
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	1
2399 - 23007 - Larceny (Other)	4
2404 - 24001 - Vehicle Theft	2
2475 - 24002 - Motor Vehicle as Stolen Property - Unauthorized Use (Includes Joyriding)	2
2605 - 26002 - Illegal Use of Credit Card	1
2699 - 26001 - Fraud (Other)	2
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	3
2999 - 29000 - Damage to Property (other)	1
3556 - 35001 - Ecstasy - Deliver	1
3599 - 35001 - Dangerous Drugs (Other)	1
3705 - 37000 - Obscene Material - Distribute	1
3806 - 38001 - Neglect Child	2
4805 - 48000 - Witness - Dissuading	2
4877 - 48000 - Fleeing and Eluding (Felony)	1
5005 - 50000 - Contempt of Court	2

5015 - 50000 - Failure to Appear	2
5070 - 50000 - Violation of Preliminary Injunctive Order (Peace Bond)	1
5212 - 52001 - Concealed Weapons - Possession of Weapon	1
5299 - 52003 - Weapons Offense (Other)	1
5707 - 57001 - Trespass (Other)	1
7070 - 70000 - Runaway	2
8028 - 54002 - Operating with Blood Alcohol Content of .08% or more	1
8031 - 54002 - Operating Under the Influence of Controlled Substance	1
8271 - 54003 - Traffic - No Operators License	4
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	2
8275 - 54003 - Traffic - Driver License Law Violations	1
8328 - 54003 - Motor Vehicle Violation	3
8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance	1
8940 - 89004 - Warrants - Corporate Summons	1
9906 - 92002 - Civil Custodies - Incapacitation	4
9910 - 93001 - Traffic, Non-Criminal - Accident	20
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	4
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	7
9947 - 99002 - Miscellaneous - Natural Death	2
9948 - 99003 - Miscellaneous - Missing Persons	1
9953 - 99008 - Miscellaneous - General Assistance	1
9954 - 99009 - Miscellaneous - Non-Criminal	6
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	7
<b>Total</b>	<b>142</b>

## **OCTOBER DAILY ACTIVITY REPORTS SUMMARY REPORT**

Activity	Total
Alarms	11
Appearance Citations	1
Assist Another Unit	273
Business Property Inspections	35
Community Service	8
Directed Patrols	175
Original Arrests	11
OWI Arrests	1
Park Patrols	81
Residential Property Inspections	1
School Patrols	315
Supplemental Complaints	84
Traffic Accidents	18
Traffic Citations Issued	8
Traffic Warnings	51
Training	9
Warrant Arrests	10
Written Complaints	402
<b>Total Activities</b>	<b>1494</b>



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# *MEMORANDUM*

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DATE: November 9, 2020

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: October 2020 Fire & Ambulance Report

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Attached are the statistics for the Owosso Fire Department (OFD) for October 2020. The Owosso Fire Department responded to 233 incidents in the month of October.

OFD responded to 11 fire calls and responded to 222 EMS calls.

Previous Month ▾

Oct 1, 2020 - Oct 31, 2020 ▾

4%

FIRE

Percentage of Total Incidents

96%

EMS

Percentage of Total Incidents

233

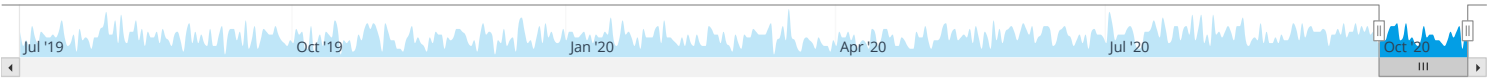
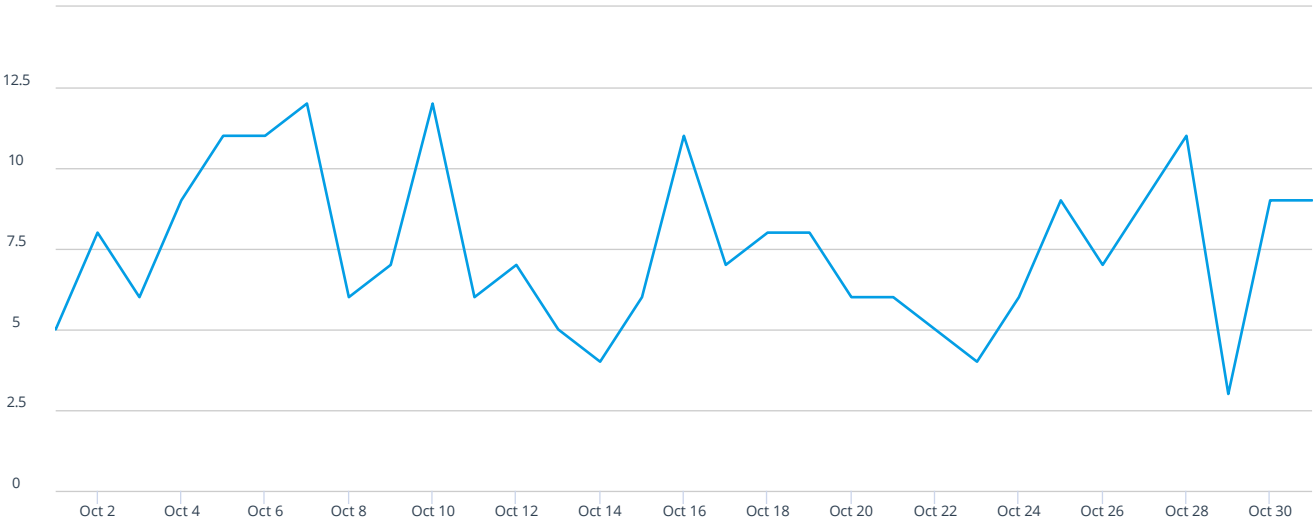
INCIDENTS

In Selected Time Slice

31

DAYS

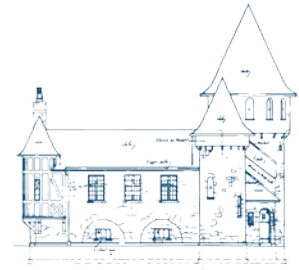
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	10/4/20	10/11/20	10/18/20	10/25/20	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	12/6/20	12/13/20	12/20/20	12/27/20	Total
(31) Medical assist		1												1
(32) Emergency medical service (EMS) incident	27	62	45	42	46									222
(33) Lock-In			1											1
(41) Combustible/f... spills & leaks				1										1
(44) Electrical wiring/equipm. problem		1		1										2
(61) Dispatched and canceled en route	1		1		1									3
(62) Wrong location, no emergency found			1											1
(73) System or detector malfunction		1												1
(74) Unintentional system/detect... operation (no fire)					1									1
Total	28	65	48	44	48									233

OWOSSO HISTORICAL COMMISSION  
Regular Meeting Minutes  
September 14, 2020 – 6:00 p.m. to 7:30 p.m. via Zoom



OWOSSO HISTORICAL COMMISSION  
THE CURWOOD COLLECTION

Call to order: Dave Acton

Roll call:

Present: Dave Acton, Albert Martenis,  
Mark Erickson, Sue Osika, Gary Wilson, Betsy Galloway, Steven Flayer,  
Sara Adams

Absent: Heather Jacobs, Paul Rogers

Agenda and Minutes:

Review and motion to approve the 8/10/2020 minutes: Motion by Commissioner Osika, second by Commissioner Flayer. Motion carried, ayes all.

Review and motion to approve the 9/14/2020 agenda: Motion by Commissioner Erickson, second by Commissioner Adams. Motion carried, ayes all.

Financial Review and Discussion:

Review budget vs actual at close of fiscal year June 30, 2020 – Albert  
Reviewed – no questions

Review approved 2020-21 fiscal year budget vs. actual income and expenses – Albert  
Reviewed – no questions

Review check register(s): - Albert  
Reviewed – no questions

Visitor welcome and comments: none

Commissioner comments: none

Executive Director report: updates provide to the Commission on:

- a. The development of the new Castle turret content
- b. Movie posters to be displayed at City Hall
- c. The new Castle basement displays
- d. Branding and marketing optics of the organization
- e. His role to support the Facilities Committee for Gould House capital improvements
- f. The new electrical improvements are temporarily on hold pending the receipt of additional quotes
- g. Public Service Announcement (PSA) readiness and timing
- h. Repair of broken window – donation by Hi-Quality Glass and Woodworth Commercial
- i. Washing of inside and outside of Castle including windows on hold due to weather
- j. Walking tour – one hour plus – 7 people – museums plus – more to follow - \$50 plus add-ons – work in process
- k. 2021 home tour – need to start planning – need to create committee(s) – they will determine scope and implementation – September 2021
- l. 2022 is the 100-year anniversary of the Castle – we will plan

Committee Reports:

1. Facilities – Mark:
  - a. Capital purchases funded by millage income
    - i. Architecture work specification packages will be sent to architects Jed Dingens, Jeff Peltier, and others for the initial Gould House capital improvements.
  - b. Owosso as a community that provides historic preservation resources – Gary

- i. The Commission continues to be supportive of this initiative
- ii. It has the benefit of encouraging the purchase and restoration of our relatively large inventory of historic homes.
- iii. It will also expand the scope of the OHC to include a public/private partnership to make Owosso known as a place where historical homes are valued, maintained, and restored.
- iv. Gary volunteered to pilot the new work plan form and process for OHC. This will be started when we get the new one from Owosso Main Street as we intend to emulate the work planning process that has and is working effectively for Owosso Main Street/Downtown Development Authority.
- c. Activities are moving along on both the archiving and cataloging fronts
- d. Betsy took some additional training on the "Past Perfect" software package that we have
- e. Steve will be retiring from his position at the Library but will continue to be an active member of the Commission and will continue to lead the archiving and cataloging activities
- f. Albert mentioned that he and Denice will talk to Steve about using some of Denice's allocated time to consolidating all of the boxes of artifacts at the Gould House so the entire amount of materials can be cataloged and inventoried in the most efficient manner possible.
- g. The Commission was encouraged by the vision progress and plans for these subject areas as presented by Steve.

2. Education – Sarah: on hold due to Covid

Visitor Comments: none

Commissioner Comments: none

Adjourn: Motion by Wilson, second by Flayer, motion carried, Ayes all. Meeting adjourned at 7:13 p.m.



**MINUTES**  
**REGULAR MEETING OF THE**  
**DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET**  
**CITY OF OWOSSO**  
**October 7, 2020 AT 7:30 A.M.**  
**VIRTUAL MEETING VIA ZOOM VIDEO CONFERENCING**

**CALL TO ORDER:** The meeting was called to order by Chairman Dave Acton at 7:39 A.M.

**ROLL CALL:** Was taken by Recording Secretary, Debbie Hebert

**MEMBERS PRESENT:** Chairman Dave Acton, Vice-Chairman Bill Gilbert, Commissioner Josh Ardelean, Commissioner Ken Cushman, Commissioner Lance Omer, Commissioner Susan Osika, Commissioner Theresa Trecha.

**MEMBERS ABSENT:** Commissioner John Moore

**OTHERS PRESENT:** Josh Adams, DDA Director

**AGENDA:** IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE AGENDA.

**AYES: ALL. MOTION CARRIED.**

**MINUTES:** IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE MINUTES FOR MEETING HELD SEPTEMBER 2, 2020.

**AYES: ALL. MOTION CARRIED**

**PUBLIC COMMENTS:** Josh Ardelean expressed his excitement about the DDA Board and shared his interest in joining their efforts by becoming a member.

**ITEMS OF BUSINESS:**

**1) CHECK REGISTER** – Director Adams pointed out the list of 22 checks distributed to area businesses in the amount of \$2,091 each as a result of the Match on Main grant Covid Response Relief for food-related businesses. It was specifically rewarding to receive the grant because of having received other grants previously, receiving 3 consecutive rounds of grants distributed in State of Michigan.

Match on Main Reimbursement Grant money totaling \$6,900.00 for Nom Nom Sweeties Bridge Loan, was received after receipts of expenditures were submitted. OHC Home Tour committee used Owosso Main Street Event Brite page to collect ticket purchases. In preparation of audit it was discovered that the amount of \$725 for those ticket purchases had not been given to OHC. The check register documents the disbursement of \$725.00 to OHC Home Tour.

After meeting with City Manager and Superintendent Department of Public Works to designate maintenance expenses of both the City and Owosso Main Street the designation of maintenance responsibilities developed. As a result, invoices were reviewed to match expenses assigned to Owosso Main Street. The list of delegated responsibilities to each party will be attached to these minutes.

Commissioner Osika asked for clarification of the check to Gilbert's Hardware - \$203.21. Director Adams explained to the board that the expense was a sponsorship for a case of spray paint for social distancing circles to be used at the Amphitheater as a sign of collaboration and unity.

A discussion of proper procedures of this type of expense ensued with Chairman Acton suggesting expenditures of this nature be discussed in committee rather than requiring Director Adams to be placed in the middle to decide participation in sponsorship.

If a sponsorship is requested, Commissioner Osika, proposed a form could be completed specifying the dollar amount requested and marketing provided in exchange during any specified event. If other nonprofits have funds perhaps they should be funding their own events, noted Osika, just as the DDA needs to be accountable with monies allotted in their budget.

Commissioner Omer and Commissioner Ardelean noted that Director Adams should have leverage to make decisions of this level. Commissioner Gilbert proposed that sufficient procedures are in place to protect Director Adams from having to make independent decisions and in the middle of audit questions by having requisitions signed along with two signatures required on all checks.

Director Adams offered that a maintenance request form be created then completed for maintenance items such as the spray paint needed, outside of a work plan, then submitted to an authorized individual for signature showing the level of needed oversight with a committee chair to authorize. This would allow documentation of the entity's request of sponsorship and explanation. Chairman Omer recommended that a limit should at least be established to allow independence of decision making for Adams.

Commissioner Cushman made a motion to approve Director Adams to submit a maintenance request form for any maintenance expense above \$250 not associated with a work plan, to support an entity within our district. The expense will be preapproved prior to a check being distributed. After discussion, a second was not made, Cushman rescinded the original motion. The discussion was tabled to provide additional information for board approval at the next meeting.

**IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE CHECK REGISTER FOR SEPTEMBER, 2020 AS PRESENTED.**

**AYES: ALL. MOTION CARRIED.**

**2) 2020/2021 Budget Report-** Commissioner Osika suggested having a committee review all sponsorships and maintenance activities for other entities done thru the DDA. Commissioners Gilbert, Trecha and Omer along with Commissioner Ardelean voiced the opinion that procedures currently in place to safeguard the monies under the structure of the DDA are sufficient. Chairman Acton offered to form a committee to create an "onboarding" overview for new commissioners. Commissioner Osika interjected that she and other new Commissioners will ask questions during board meetings if there are concerns. There will be no changes to the current process.

**3) RLF Application Denial –** The Revolving loan committee denied a Revolving Loan Fund Grant for Jim Woodworth to make him whole for a mistake causing additional expenses for fire suppression during renovation of building. There was a difference of opinion between Woodworth and the City of Owosso in fault of the mistake. It was determined that the grant could not be utilized for this purpose after the fact. A grant must be requested prior to installation of fire suppression system. An applicant will be reminded to verify that all systems function before signing off on a project.

**4) 2021/2022 Yearly Strategic Planning –** Goals and objectives have been stalled by Covid 19. Director Adams proposed that current goals and objectives of 2020/2021 strategic planning efforts be extended into 2021/2022 with minor refinements. During December board meeting the goals could be tweaked rather than recreating in the customary Board Retreat.

## **COMMITTEE UPDATES:**

- 1) **Design and Business Vitality** – The committee has been busy this month with the Streetscape subcommittee touring downtown developing formal streetscape plans.

Ready to Recruit service was a success with thanks given to Commissioner Omer along with Amy Fuller, City of Owosso. A technical service was given to develop a recruitment strategy. A Michigan MainStreet consultant was brought in to be involved with a mock business recruiting interview to open a specialty grocery/meat business in downtown Owosso. Michigan MainStreet complimented Owosso as having the best showing of effort and great outcomes. The consultant said he would have opened a business in Owosso with the recruiting efforts provided.

- 2) **Promotion & Outreach** – Glow Committee is moving along with their plans. A Promotion and Shopping Calendar will be coming out for the 4<sup>th</sup> quarter.

- 3) **Business Owners Committee** – Survey will be provided to business owners asking if quarterly meetings would be the best way to support them. . More information to come.

**BOARD CONTINUING EDUCATION INFORMATION:** The Director Report will be available to the board soon. Additional items needed to be “checked off”.

**PUBLIC COMMENTS:** None

**BOARD COMMENTS:** Commissioner Ardelean shared he enjoyed the first StreetScape committee meeting. He is looking forward to the future to learn more about the process.

Commissioner Osika, asked if there were any specific items the board would like her to share with City Council. Director Adams and Commissioner Osika will meet to put together “The Story” that has been created in this county with the collaborative efforts and financial support of the City, DDA and SEDP. The collaboration of DDA and City with the Revolving Loan Fund and Emergency Response programs along with Match on Main provided financial assistance to area businesses. Justin Horvath, SEDP instrumental with grants and working steadily assisting business owners navigate thru the portals of programs offered. The intention would be to tell this unique story exhibiting great joint efforts showcasing it as one that many counties cannot tell. It may be one to be told by local newspapers showing the public the efforts made by all.

Director Adams will continue to provide updates to Commissioner Osika on efforts for 4<sup>th</sup> quarter events to be shared with Council. Events will be held but need to be done keeping the public safe.

**ADJOURNMENT:** IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO ADJOURN AT 8:49 A.M.

**AYES: ALL. MOTION CARRIED.**

**OWOSSO MID-SHIAWASSEE COUNTY WWTP REVIEW BOARD  
MEETING MINUTES**

October 27, 2020

4:30 P.M.

W.W.T.P

1. Roll (4:30 P.M.)  
Members Present: J. Archer, R. Holzheuer  
Alternates Present: T. Crawford, B. Horton  
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
2. Minutes of the September 22, 2020 meeting: Motion by Crawford to approve the September 22, 2020 meeting minutes with support by Holzheuer. No Discussion. Motion carries 4-0.
3. Secretary's Report:
  - a) Plant Performance Summaries (September 2020): Guysky noted full permit compliance for September. He discussed a change in reporting % removals during the headworks project as a result of the bypass pumping configuration.
  - b) Plant Operations: Guysky noted efficient plant operation during September, and also noted ongoing difficulties maintaining old equipment scheduled for replacement.
  - c) WWTP Project Updates: Guysky described the headworks rehab project progress, with the focus currently on demolition of the existing grit chamber and noted the equipment (screw pumps and grit vortex chamber) is due to arrive in the December/January time frame. Guysky also discussed the progress on the sludge processing equipment replacement project, which is currently in design phase. He noted the sludge dryer previously discussed is likely not a purchase/install option at this time due to prohibitive cost, but building space will be left for a future install.
4. Old Business:
  - a) Owosso Utilities Director Retirement/replacement: Guysky confirmed that Chinavare is planning on retirement in early January, as previously discussed. He also noted that applications have been received for his replacement.
5. New Business:
  - a) 1977 Wastewater Plant Agreement Review: Guysky informed the Board that Chinavare has indicated that prior to his retirement, he will provide a written review of the 1977 Agreement, with his notes and recommendations.
6. Citizens'/Members' Comments: None
7. Adjourn: Motion to adjourn by Archer, with support by Holzheuer. No discussion. Motion carries 4-0. Meeting adjourned at 4:55 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary  
Approval by Review Board – Pending

**PARKS AND RECREATION COMMISSION  
REGULAR MEETING  
WEDNESDAY, OCTOBER 28, 2020  
7:00PM  
Virtual Meeting – via Zoom**

**CALL TO ORDER:** Chairman Workman called the meeting to order at 7:02 p.m.

**PLEDGE OF ALLEGIANCE:** Was recited

**ROLL CALL:** Was taken by Amy Fuller

**MEMBERS PRESENT:** Chairman Andrew Workman, Vice-Chair Jeff Selbig, Commissioner Kevin Maginity, Commissioner CarolAnne Smith, Commissioner Elaine Greenway, and Commissioner Paula Alexander.

**MEMBERS ABSENT:** Commissioner Christopher Owens

**OTHERS PRESENT:** Amy Fuller, Phil Hathaway, and Gary Burk

**APPROVAL OF AGENDA:** **COMMISSIONER GREENWAY MADE A MOTION TO APPROVE THE AGENDA FOR OCTOBER 28, 2020 AS PRESENTED. MOTION SUPPORTED BY VICE-CHAIR SELBIG. AYES ALL, MOTION CARRIED.**

**APPROVAL OF MINUTES:** **COMMISSIONER SELBIG MADE A MOTION TO APPROVE THE MINUTES FOR SEPTEMBER 23, 2020 WITH NO CHANGES. MOTION SUPPORTED BY VICE-CHAIR MAGINITY. AYES ALL, MOTION CARRIED.**

**PUBLIC COMMENTS:** Phil Hathaway shared news of the Shiawassee River's National River Trail designation. He also encouraged the Commission to consider 2 canoe/kayak launches within the city limits.

**COMMUNICATIONS:** Amy Fuller shared information from Jon McCorkle regarding Hopkins Lake, Ms. Fuller will email Mr. McCorkle's photos to the commission.

**OLD BUSINESS:**

Bennett Field: (Items 4 and 6 from Capital Improvement Plan) Amy Fuller shared new gravel parking lot is finished and work on the drainage issue is currently in progress.

Dock Bid: Ms. Fuller shared that the dock bid has been drafted and should be able to go out soon.

Park WiFi: Ms. Fuller has not received an update on this but will check with on it for the next meeting.

Millage Discussion: Commissioners discussed the millage projects that had already been agreed upon and the importance of prioritizing future projects.

**NEW BUSINESS:**

Check Register Review: August-September 2020: Ms. Fuller to follow up on the work done at Bentley Park

Meeting Schedule: **COMMISSIONER ALEXANDER MADE A MOTION TO CANCEL THE NOVEMBER 25, 2020 MEETING. MOTION SUPPORTED BY COMMISSIONER GREENWAY. AYES ALL, MOTION CARRIED.**

Commissioner Secretary Role: **COMMISSIONER SMITH MADE A MOTION TO NOMINATE COMMISSIONER MAGINITY AS SECRETARY. MOTION SUPPORTED BY COMMISSIONER ALEXANDER. AYES ALL, MOTION CARRIED.**

Next Meeting: December, 9th @ 7:00 PM

Public/Commissioners Comments: Gary Burk provided public comment on the importance of adding additional canoe/kayak launches along the Shiawassee River in Owosso.

**COMMISSIONER SELBIG MADE A MOTION TO ALLOCATE \$15,000 IN MILLAGE FUNDS FOR 2 LAUNCHES ALONG THE SHIAWASSEE AND MOVE FORWARD WITH SEEKING GRANT FUNDING. MOTION SUPPORTED BY COMMISSIONER ALEXANDER. AYES ALL, MOTION CARRIED.**

**ADJOURNMENT:**

**COMMISSIONER GREENWAY MADE A MOTION TO ADJOURN AT 8:16 P.M. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.**

DRAFT