

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, AUGUST 17, 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 AUGUST 3, 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 time set aside 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. OMS/DDA RLF Loan Funding Approval – 108 E. Exchange Street. Approve the application from 108 E. Exchange, Owosso, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$1,500.00 for architectural services associated with the 1<sup>st</sup> and 2<sup>nd</sup> floor redevelopment of their property located at 108 E. Exchange Street.
2. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Carol Smith	Parks & Recreation Commission	06-30-2022

3. Contract Amendment – Groundwater Resource Evaluation Contract. Consider Amendment No. 1 to Addendum No. 11, Groundwater Resource Evaluation Contract, with OHM Advisors adding \$15,340.00 for additional engineering services to expand the Hintz Road and Osburn Lakes wellfields, and authorize payment up to \$106, 340.00.
4. Change Order – 2020 Street Patches Program. Approve Change Order No. 1 to the contract with Smith Sand & Gravel for the 2020 Street Patches Program, adding \$25,761.20 for additional street patches due to water main breaks and sewer failures, and authorize payment up to the contract amount plus Change Order No. 1 upon satisfactory completion of the work or portion thereof.
5. Emergency Repair Authorization – North Clarifier Main Shaft Bearing. Approve emergency repair and replacement of the main shaft bearings in the North Clarifier at the Water Treatment Plant in the amount of \$13,400.00, authorize a contingency amount of \$1,500.00, and further authorize payment to the vendor up to \$14,900.00 with prior written approval.
6. Bid Award – Test Well Drilling. Authorize bid award to Northern Pump & Well, Inc. for well drilling services for two test wells in the amount of \$22,360.00, further authorize a contingency of \$2,500.00 to be utilized upon written consent, and approve payment of up to \$24,860.00 to the contractor upon satisfactory completion of the work.
7. Warrant No. 588. Authorize Warrant No. 588 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions- 2 <sup>nd</sup> of 4 installments for FY 20/21	Various	\$23,110.00
Gould Law, PC	Professional services-7/14/20-8/10/20	General	\$11,570.69

8. Check Register – July 2020. Affirm check disbursements totaling \$1,511,124.77 for July 2020.

**ITEMS OF BUSINESS**

1. OMS/DDA RLF Loan Funding Approval – Electric Vehicle Charging Station Installation. Approve the application from the OMS/DDA requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$34,257.00 to serve as the match dollars for a PowerMIDrive grant to install an electric car charging station in the downtown.
2. MML Annual Meeting Delegate. Designate the City's official representative for the MML Annual Meeting.
3. 5<sup>th</sup> Monday Meeting Agenda. Consider holding the City Manager's annual review during the August 31, 2020 Council meeting.
4. Closed Session. Consider holding closed session after the conclusion of Communications for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

**COMMUNICATIONS**

1. James Woodworth, DDA/Main Street Board. Letter of resignation.
2. N. Bradley Hissong, Building Official. July 2020 Building Department Report.
3. N. Bradley Hissong Building Official. July 2020 Code Violations Report.
4. N. Bradley Hissong Building Official. July 2020 Certificates Issued Report.
5. N. Bradley Hissong Building Official. July 2020 Inspection Report.

6. N. Bradley Hissong Building Official. July 2020 Inspection Report.
7. Kevin D. Lenkart, Public Safety Director. July 2020 Police Report.
8. Kevin D. Lenkart, Public Safety Director. July 2020 Fire Report.
9. Retirement Board. Minutes of April 22, 2020; May 5, 2020; May 12, 2020.
10. Zoning Board of Appeals. Minutes of June 16, 2020.
11. Downtown Development Authority/Owosso Main Street. Minutes of July 8, 2020.
12. Parks & Recreation. Minutes of July 22, 2020.
13. Planning Commission. Minutes of July 27, 2020.

**CLOSED SESSION** (if approved)

**NEXT MEETING**

Monday, August 31, 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  
Historical Commission – 2 terms expire December 31, 2020

**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).

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

The Owosso City Council will conduct a virtual meeting August 17, 2020 that is consistent with Gov. Gretchen Whitmer's executive directive regarding public meetings during the COVID-19 pandemic.

**OWOSSO CITY COUNCIL  
Monday, August 17, 2020  
at 7:30 p.m.**

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

- **Join Zoom Meeting:**  
<https://us02web.zoom.us/j/84736586183?pwd=bUJhUQW1oY0ZxRnhjMjNNRU5wclhxZz09>
- **Meeting ID: 847 3658 6183**
- **Password: 031549**
- **One tap mobile**
  - +13126266799,,84736586183#,,,,,0#,,031549# US (Chicago)
  - +16465588656,,84736586183#,,,,,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.**

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 August 17, 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>

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**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  
MINUTES OF AUGUST 3, 2020  
7:30 P.M.**

Mayor Christopher T. Eveleth announced that due to the Governor's orders on social distancing and EO 2020-15 this meeting is being held as a virtual meeting.

- PRESIDING OFFICER:** MAYOR CHRISTOPHER T. EVELETH
- OPENING PRAYER:** COUNCILMEMBER NICHOLAS L. PIDEK
- PLEDGE OF ALLEGIANCE:** MAYOR CHRISTOPHER T. EVELETH
- PRESENT:** Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Janae L. Fear, Jerome C. Haber, Daniel A. Law, and Nicholas L. Pidek.
- ABSENT:** Councilmember Loreen F. Bailey.

**APPROVE AGENDA**

Motion by Councilmember Pidek to approve the agenda with the following changes:

1. Remove item #2 OMS/DDA Revolving Loan application. Authorize the Revolving Loan application for Owosso Main Street/DDA for \$34,257.00 from the Consent Agenda and add to Items of Business #3.
2. Remove item #3 OMS/DDA Revolving Loan Fund – Annual Review & Modifications. Approval of the 2020/2021 OMS/DDA Loan & Grant Manual review & modifications from the Consent Agenda and add to Items of Business #2.
3. Add to Consent Agenda Boards and Commissions Appointment: Sue Osika, Mayor's Designee on the DDA
4. Remove the final Citizens Comments and Questions and add 1 minute to the first opportunity for Citizens Comments and Questions.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 20, 2020**

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of July 20, 2020 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

**Rezoning 715 S. Washington Street**

Justin Sprague, CIB Planning, reviewed his comments with Council and supports of the rezoning of this property.

A public hearing was conducted to receive citizen comment regarding the request to rezone the property at 715 S. Washington Street from R-2 Two-Family District to B-1 Local Business District.

The following people commented in regard to the requested rezoning:

Justin Horvath, SEDP and 818 S. Washington Street, said he supported this rezoning both as an economic development and as a neighbor. This would put the property back on the tax roll. The impact on the environment is minimal and would make great neighbors along this commercial corridor.

Josh Williard, Owner of Josh's Frogs, added he will have to put in an ADA ramp on the exterior of the building but all other renovations would be interior.

Councilmember Law, also Planning Commission member, spoke in support of the rezoning.

Councilmember Fear, also Planning Commission member, said she was a no vote during the Planning Commission vote for this rezoning, as she was looking to having this area as multi-family housing and concerns with a future business going in there and the impact on the neighborhood.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Mayor Pro-Tem Osika that the application for rezoning be approved.

**ORDINANCE NO. 809**

**AMENDING CHAPTER 38 ZONING  
OF THE CODE OF ORDINANCES TO REZONE THE PARCEL  
AT 715 S WASHINGTON STREET AND AMEND THE ZONING MAP**

WHEREAS, the city council of the city of Owosso received a petition from Josh Willard, Josh's Frogs, at the real property identified as 715 S. Washington Street, parcel number 050-651-032-001-00 to rezone the parcel from R-2 Two-Family Residential District to B-1 Local Business District; and

WHEREAS, the planning commission subsequently published the request and mailed notices of the request to surrounding property owners, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of 715 S. Washington Street as petitioned; and

WHEREAS, the City Council held a public hearing on the request August 3, 2020, heard all interested persons, and deliberated on the request; and

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

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

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

<b>Parcel Address</b>	<b>Current Zoning</b>	<b>Amended Zoning</b>
715 S. Washington Street described as follows:	R-2 Two-Family Residential District	B-1 Local Business District
Parcel number: 050-651-032-001-00		
LOTS 5 6 7 8 9 & 10 (EX N 20' OF LOTS 5 & 6 & ALLEY ABUTTING SD LOTS 5 & 6) BLK 32 A L WILLIAMS ADD		

SECTION 2. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective August 24, 2020.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

### **Retirement Ordinance Amendment**

City Manager Henne indicated this is a "housekeeping" item to update the ordinance as the city has transferred its assets to the MERS retirement system.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 2, Administration, Article VII, Municipal Employees' Pensions, to transfer authority from the Retirement Board to MERS.

No comments.

Whereas, the Council, after due and legal notice, and having heard all interested parties, motion by Councilmember Pidek that the following ordinance be adopted:

### **ORDINANCE NO. 810**

#### **AMEND CHAPTER 2, ADMINISTRATION, ARTICLE VII, MUNICIPAL EMPLOYEES' PENSIONS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has an independent pension system covering a portion of its employees; and

WHEREAS, the City has transferred custody and administration of the system to the Municipal Employees' Retirement System of Michigan; and

WHEREAS, the ordinance governing the pension system must be amended to reflect said changes; and

WHEREAS, the City Council held a public hearing on August 3, 2020 to receive citizen comment regarding the amendments. No comments were received.

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

SECTION 1. AMENDMENT. That Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-401, Name and establishment shall be amended as follows:

Sec. 2-401. - Name and establishment.

(a) The city employees' retirement system, hereinafter called the "retirement system," is hereby established for the purpose of providing retirement allowances and survivor benefits for the employees of the city and their eligible dependents. The retirement system shall be maintained for the exclusive benefit of members and is intended to comply with the requirements of section 457(a) of the Internal Revenue Code of 1986, as amended from time to time (the "code"), with the requirements of any regulations issued

thereunder, and with the requirements of any other applicable law. The trustees of the trust established as part of this retirement system are defined in section 2-403.

In accordance with the terms of the retirement system, the trustees have the ability at any time, and from time to time, to amend the retirement system.

To be administered effective December 31, 2005, this retirement system is amended and restated in its entirety to comply with the requirements of the Internal Revenue Code of 1986, as amended by the Uruguay Round Agreements Act, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Uniformed Services Employment and Reemployment Rights Act of 1996, the Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000, the Economic Growth and Tax Relief Reconciliation Act of 2001 and all applicable rulings and regulations issued thereunder.

(b) As of June 1, 2020, or as soon thereafter as the transfer to the Michigan Employee Retirement System ("MERS") of all assets takes place, the Board of Trustees established by the aforesaid Chapter 2, Article VII, Section 2-403, as amended, and now existing pursuant thereto shall cease to exist. The previous authority to administer the retirement system established by this chapter for all active City employees and City retirees, both past and future, and all other active employees previously covered by this ordinance will be administrated and managed by MERS effective June 1, 2020. Any reference in this ordinance to the duties of the Board of Trustees shall be performed by MERS.

(c) The balance of the assets currently held by the Trustees belonging to the City of Owosso Retirement System established by the aforesaid Chapter 2, Article VII, as amended, shall be transferred to MERS on or before June 1, 2020, but remain the assets of the City of Owosso Retirement System and shall be administered by MERS as established under this chapter. When transferred, MERS shall credit said assets to the various funds and accounts provided for in this chapter, according to the purpose for which such assets were held and credited in the retirement system created under the aforesaid Chapter 2, Article VII, as amended.

SECTION 2. ADDITION. That the definition for MERS shall be added to Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-402, Definitions as follows:

*MERS* means Municipal Employee Retirement System. The Municipal Employees' Retirement System of Michigan is an independent, professional retirement services company that administers the retirement plans for Michigan's local units of government on a not-for-profit basis.

SECTION 3. REPEAL & REPLACE. That Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-403, Board of Trustees, be repealed in its entirety and restated as follows:

Sec. 2-403. - Board of trustees.

- (a) The City established, with the creation of the City Pension, a board of trustees (the "board") in whom was vested the general administration, management, and responsibility for the proper operation of the retirement.
  - 1) The MERS shall have the responsibility for the general administration and management of the system, and for making effective and construing the provisions of this chapter. It shall have the power to negotiate and execute legal documents provided that any such legal document be approved by the City.
  - 2) The City Board Trustees shall cease to exist as of June 1, 2020, or as soon thereafter as all of the assets are transferred to MERS, as provided herein. Thereafter the aforementioned date or condition, any reference of the "board" hereinafter shall be construed to be MERS.

SECTION 4. REPEAL. That Sections 2-404 through 2-408 of Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, be repealed in their entirety.

SECTION 5. REPLACE. That references to the "board" be replaced with "MERS" in Sections 2-409, 2-414, and 2-432 through 2-435 as follows:

Sec. 2-409. - Records of retirement system—Annual report.

- (a) The city clerk shall keep, or cause to be kept, in convenient form, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The MERS shall render a report to the city manager and the council or their designee within ninety (90) days after the close of each fiscal year of the city showing the fiscal transactions of the retirement system for the year ending the preceding June 30, and the last balance sheet showing the financial condition of the retirement system by means of an actuarial valuation of the assets and liabilities of the retirement system.
- (b) The board shall from time to time adopt such mortality, service, and other tables of experience, and a rate or rates of regular interest, as are necessary to maintain the operation of the retirement system on an actuarial basis.

Sec. 2-414. - Eligible domestic relations orders.

An eligible domestic relations order ("EDRO") is a signed domestic relations order issued by a state court which creates, recognizes or assigns to an alternate payee(s) the right to receive all or part of a member's retirement system benefit that is or will become payable to the member. An alternate payee is a spouse, former spouse, child, or other dependent of a member who is treated as a beneficiary under the retirement system as a result of the EDRO. The board may establish EDRO procedures, but in the absence of such procedures, the board will determine if a domestic relations order is an EDRO in accordance with the following:

- (1) MERS determination: Promptly upon receipt of a domestic relations order, the board will notify the participant and any alternate payee(s) named in the order of such receipt and will include a copy of this section. Within a reasonable time after receipt of the order, the board will make a determination as to whether or not the order is a EDRO as defined in MCL 38.1701 et seq. and will promptly notify the member and any alternate payee(s) in writing of the determination. If the order is determined to be an EDRO, the retirement system shall begin the payment of the benefit with the next monthly payment or upon retirement of the participant.
- (2) Specific requirements of an EDRO: In order for a domestic relations order to be an EDRO, it must specifically state all of the following:
  - a. The name, last known mailing address (if any) and the social security number of the member and each alternate payee(s) covered by the order;
  - b. The dollar amount or percentage of the benefit to be paid to each alternate payee, or the manner in which the amount or percentage is to be determined;
  - c. The number of payments or period to which such order applies; and
  - d. The name of the plan to which the order applies.

The domestic relations order will not be deemed an EDRO if it requires the retirement system to provide any type or form of benefit, or any option not already provided for in the retirement system, or increased benefits determined on the basis of the actuarial value, or benefits in excess of the member's retirement system benefit, or payment of benefits to an alternate payee(s) required to be paid to another alternate payee under another EDRO.

- (3) Disputed orders: If there is a question as to whether or not a domestic relations order is a EDRO, there will be a delay in any payout to any payee(s) including the member, until the status is resolved. If the retirement system determines that the order is not an EDRO, the retirement system shall promptly notify the alternate payee(s) of this determination. The

notification shall specify the reasons the order was not determined to be an EDRO. This determination does not prohibit the alternate payee(s) or the court from filing an amended order with the retirement system for redetermination.

- (4) Death of alternate payee(s): If an alternate payee(s) dies before receiving any payment of a benefit pursuant to an EDRO, that interest reverts to the member.

Sec. 2-432. - Expense fund.

The expense fund shall be the fund to which shall be credited all money provided by the city to pay the administration expense of the retirement system, and from which shall be paid all expenses necessary in connection with the administration of the retirement system. The MERS shall, annually, certify to the council, according to budget procedure, the amount of appropriation necessary to administer the retirement system during the ensuing fiscal year. The council shall appropriate such amount to the credit of the expense fund.

Sec. 2-433. - Investment of assets.

- (a) The MERS shall be the trustees of the assets of the retirement system, which shall be invested in a trust. The trustees shall have full power to invest and reinvest such assets subject to the provisions of Act No. 314 of the Public Acts of 1965, as amended, and as it might from time to time be amended or replaced by successor acts.
- (b) The MERS shall have full power to hold, purchase, sell, assign, transfer, and dispose of any investments in which any of the moneys of the retirement system have been invested as well as the proceeds of such investments and any moneys belonging to the system. There shall be kept on deposit available cash not exceeding five (5) percent of the total assets of the retirement system. The trustees shall ensure that all investments, amounts, property and rights held under the trust fund are held for the exclusive benefit of members and their beneficiaries. The trust fund shall be held in trust pursuant to the trust agreement for the exclusive benefit of members and their beneficiaries and defraying reasonable expenses of the retirement system and of the trust fund. It shall be impossible, prior to the satisfaction of all liabilities with respect to members and their beneficiaries, for any part of the assets and income of the trust fund to be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries.
- (c) The description of the various funds of the retirement system shall be interpreted to refer to the accounting records of the retirement system and not to the segregation of assets in the funds of the retirement system.

Sec. 2-434. - Income fund; crediting of regular interest.

- (a) The income fund shall be the fund to which shall be credited all regular interest, dividends and other income derived from investments of the retirement system, all gifts and bequests received by the system, all unclaimed accumulated contributions as provided in this article, and all other moneys received by the retirement system the disposition of which is not specifically provided in this article. There shall be transferred from the income fund all amounts required to credit regular interest to the members savings fund, retirement reserve fund and pension reserve fund, as provided in this article. Whenever the board determines the balance in the income fund is more than sufficient to cover current charges to the fund such excess, or any part thereof, may be used to provide contingency reserves or to meet special requirements of the other funds of the retirement system. Whenever the balance in the income fund is insufficient to meet the charges to the fund the amount of the insufficiency shall be transferred from the pension reserve fund to the income fund. A member's accumulated contributions transferred from the members savings fund to the income fund may be paid from the income fund upon claim for same approved by the board MERS.

- (b) The MERS shall, at the end of each fiscal year, allow and credit regular interest on the members' individual balances in the members savings fund, computed on the individual balances at the beginning of the fiscal year; and on the mean balances during the fiscal year in the pension reserve fund and retirement reserve fund.

Sec. 2-435. - Assignments prohibited.

The right of a person to a pension, to the return of accumulated contributions, the pension itself, any option benefit, any other right accrued or accruing to any person under the provisions of this article, and any moneys belonging to the retirement system shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any other process of law whatsoever, and shall be unassignable, except as is specifically provided in this article. If a member is covered by a group insurance or prepayment plan participated in by the city, and should member be permitted to, and elect to, continue such coverage as a retirant, member may authorize the MERS to have deducted from member's pension the payments required of member to continue coverage under such group insurance or prepayment plan. The city shall have the right of set off for any claim arising from embezzlement by or fraud of a member, retirant or beneficiary.

SECTION 6. PUBLIC HEARING. A public hearing was held on Monday, August 3, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendments to Chapter 2, Administration, of the Code of the City of Owosso.

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

SECTION 8. EFFECTIVE DATE. This amendment shall become effective August 24, 2020.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **CITIZEN COMMENTS AND QUESTIONS**

Justin Horvath, SEDP, stated the annual SEDP meeting is August 12, 2020 at 2 pm at the pavilion of the Corunna ballfield. Michigan Small Business Restart Grant is currently accepting applications for local businesses.

Tom Manke 2910 West M-21, stated Owosso is a great place to live, work and raise a family. Appreciates the volunteers and the duck race. Traverse City has approved the get a drink at a local establishment and walk down the street with it to other establishments.

Mayor Eveleth referred to the open intox district and is interested in exploring the idea.

### **CONSENT AGENDA**

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

**Set Public Hearing - Rezoning N. Washington Street.** Set a public hearing for Tuesday, September 8, 2020 to receive citizen comment regarding the rezoning of the property on North Washington Street from RM-1, Multiple Family Residential District – Low Rise, to RM-1, Multiple Family Residential District – Low Rise with Planned Unit Development (PUD) overlay.

**Fitness in the Parks.** Approve the request from the Parks and Recreation Commission to allow the use of Owosso City Parks by organizations and businesses for outdoor fitness and exercise classes.

**Metro Act Permit – Everstream Holding Company, LLC-First Street.** Approval of the Right-Of-Way Telecommunications Permit application from Everstream Holding Company, LLC (Cleveland, OH) for the installation and maintenance of an underground and aerial fiber optic cable along the east side of First Street from Oliver Street northerly to King Street, then along the north side of King Street from King Street westerly approximately 150’ to a junction box and service connection to Memorial Healthcare Hospital

**GIS Support Services – Water & Sewer System Mapping Services.** Approval to amend professional services agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as an addendum to city council approved resolution 26-2015 dated April 6, 2015, providing additional GIS & Asset Management Services in the amount of \$20,000.00 as follows:

**RESOLUTION NO. 108-2020**

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

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution 26-2015 on April 6, 2015; and

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

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 26-2015 on April 6, 2015 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$20,000.00 for ongoing GIS database mapping services.

SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$95,000.00 plus addendum in the amount of \$20,000.00, for a total not to exceed of \$115,000.00 for GIS-Asset Management General Services.

THIRD: The above expenses shall be paid from water funds, sewer funds, and street funds.

**Boards and Commissions Appointment.** Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Sue Osika	Historical Commission	11/09/2020
Betsey Galloway	Historical Commission	12/31/2020
*Sue Osika	Mayoral Designee to DDA	11/09/2020

\*appointment was added to the Consent Agenda

**Warrant No. 587.** Authorize Warrant No. 587 as follows:

Vendor	Description	Fund	Amount
Shiawassee Area Transportation Agency	Annual local funding commitment for FY 20/21	General	\$64,047.97
BS&A Software	Annual service and support for ten modules – 08/01/2020-08/01/2021	Various	\$12,589.00



		Total	\$76,636.97
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Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

**ITEMS OF BUSINESS**

**Residential Property Purchase Offer.** Consider offer to sell 424 Grover Street for \$3,000 and the posting of the 21-day inspection period.

City Manager Henne stated the assessor has put a true cash value on this vacant lot at \$5,300. This lot is in the floodplain and since 2012 has been a part of the Master Plan to expand and turn this area into green space. This is a long term plan to acquire the properties along Jerome and the plan is potentially 20-25 years out.

City Manager Henne also stated that if council accepts this offer, they would need to add a deed restriction that nothing can be built on this lot.

Councilmember Pidek asked if there are any legal challenges with deed restrictions. Both City Manager Henne and City Attorney Gould stated they are pretty common and hold their weight.

Councilmember Fear commented on the Master Plan and how this area is targeted as a green space in the future. How would the city get this lot back?

Motion by Councilmember Pidek to reject the sale of this property.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: Councilmembers Law and Haber.

Motion Passed with 4 - 2.

**OMS/DDA Revolving Loan Fund – Annual Review & Modifications.** Approval of the 2020/2021 OMS/DDA Loan & Grant Manual review & modifications. (This item was removed from the Consent Agenda).

The purpose of this modification is to allow the DDA to be eligible for loans, currently only businesses qualify.

DDA member Dave Acton stated this is about economic development, very case specific and requires the loan committee to give full consensus.

Mayor Eveleth reminded everyone that council always has the final say on approving a loan.

Motion by Councilmember Pidek to approve the 2020/2021 OMS/DDA Loan & Grant Manual modifications.

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: None

**OMS/DDA Revolving Loan application.** Authorize the Revolving Loan application for Owosso Main Street/DDA for \$34,257.00. (This item was removed from the Consent Agenda).

This loan application is for the purchase of an electronic charging station for electric cars to be used in the downtown area. The project cost is about \$200,000 with the DDA only having to pay a portion at \$34,257.

There were multiple questions in regards to this project from councilmembers. After discussion, it was decided to table this item until the August 17, 2020 meeting. In addition, the DDA meets Wednesday, August 5, 2020 and will compile the questions and answers for further clarification at the next council meeting. The DDA will also look at holding a public forum – online/Zoom – for additional discussions and comments with local businesses.

Motion by Councilmember Fear to table this item until the regular City Council meeting on Monday, August 17, 2020.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None

### **COMMUNICATIONS**

Owosso Historical Commission. Minutes of July 13, 2020

### **CITIZEN COMMENTS AND QUESTIONS**

This round of comments was removed.

### **NEXT MEETING**

Monday, August 17, 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  
Historical Commission – 1 term expire December 31, 2020

**ADJOURNMENT**

Motion by Mayor Pro-Tem Osika for adjournment at 9:13 p.m.

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

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Christopher T. Eveleth, Mayor

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Tanya S. Buckelew, Recording Secretary



## MEMORANDUM

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

DATE: August 12, 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 of the OMS/DDA Revolving Loan application for 108 E. Exchange Street for \$1,500.00 to 108 E. Exchange, Owosso, LLC. - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

### **BACKGROUND:**

On July 17, 2020 a grant application was submitted to the OMS/DDA for a loan request from 108 E. Exchange, Owosso, LLC. for \$1,500.00 for architectural services associated with 1st and 2nd-floor redevelopment located at 108 E. Exchange Street. The proposed development will support a 1<sup>st</sup>-floor office space and a 2<sup>nd</sup>-floor residential unit.

On August 6, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved the application. The Committee determined the grant award for \$1,500.00.

During their August 11, 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 LOAN TO  
108 E. EXCHANGE, OWOSSO, LLC.  
FOR ARCHITECTURAL WORK AT 108 E. EXCHANGE STREET, OWOSSO, MI 48867**

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 OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board.

WHEREAS, on August 3, 2020 City Council approved the 2020/2021 OMS/DDA Revolving Loan & Grant Program Manual.

WHEREAS, on July 17, 2020 a grant application was submitted to the OMS/DDA for a loan request from 108 E. Exchange, Owosso, LLC. for \$1,500.00 for architectural services associated with 1st and 2nd-floor redevelopment located at 108 E. Exchange Street. The proposed development will support a 1<sup>st</sup>-floor office space and a 2<sup>nd</sup>-floor residential unit.

WHEREAS, on August 6, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved the application. The Committee determined the grant award for **\$1,500.00**.

WHEREAS, on August 11, 2020 the OMS/DDA Board of Directors approved the Revolving Loan Committee recommendations.

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 **\$1,500.00** to 108 E. Exchange, Owosso, LLC. for architectural services associated with 1st and 2nd-floor redevelopment at 108 E. Exchange Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.



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: Barry Paxton
ADDRESS: 10721 Waterfall CT South Lyon, MI 48178
BEST PHONE #: Office: (810)225-4724 / Mobile : (734)658-6783
EMAIL: paxtonholdings@gmail.com

PROPERTY INFORMATION:

OWNER ENTITY NAME: 108 E Exchange, Owosso, LLC
DBA (if different): EIN # (if applicable): 85-1766646
ADDRESS: 108 E Exchange Owosso, MI 48867 PHONE: (810)225-4724

WEBSITE:

TYPE/CATEGORY OF PROPERTY: Commercial Office/Healthcare/Residential rental

TAX CLASSIFICATION OF OWNER ENTITY: SEP

Corporation [X] LLC Partnership Proprietorship S-Corp Individual

PROPERTY IS: [X] Vacant Occupied - List Tenants:

FACILITY/BUILDING IS: [X] Owned Leased Rented Looking for Space N/A

PROPERTY IS: Owned by Business [X] Owned by Applicant Owned by Other

SQUARE FOOTAGE CURRENTLY OCCUPIED: 0

SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 1694

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 72,500

SOURCE OF FUNDS: owner/personal

AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ TBD

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: Barry Paxton

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: \$ TBD TOTAL GRANT REQUESTED: \$ TBD

ESTIMATED START DATE: July 2020 ESTIMATED COMPLETION DATE: September 2020

WILL GRANT CREATE NEW RESIDENTIAL UNITS?  No  Yes - #: 1

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:

Redeveloping 108 E Exchange building to original design, updating and adding a 2 bedroom one bath loft apartment above commercial rental space. Space already has a signed 2 year lease from Right at Home of Central Michigan, a professional senior in home care and assistance company serving Shiawassee county since 2013.

**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:  \_\_\_\_\_ Date Signed: 7/13/20 \_\_\_\_\_

**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. \*\**





**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: 108 E. EXCHANGE, OWOSSO, LLC DATE REVIEWED: 8/6/20

PROJECT ADDRESS: 108 E. EXCHANGE STREET, OWOSSO, MI 48867

PROJECT SCOPE OF WORK: INTERIOR & EXTERIOR RENOVATIONS INCLUDING THE DEVELOPMENT OF 1 RES. UNIT

LOAN REQUEST: \$0 GRANT REQUEST: UP TO \$6,500.00 GRANT AWARD: \$1,500.00

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	N/A	pending development plan
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	N/A	pending pro-forma & development plan
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	N/A	pending architectural service
Does the project have adequate matching funds?	0-5	N/A	pending pro-forma
<b>TOTAL=</b>		<b>30</b>	

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

**CITY OF OWOSSO & OWOSSO MAIN STREET/DDA  
GRANT AGREEMENT  
WITH THE  
108 E. EXCHANGE, OWOSSO, LLC**

THIS GRANT AGREEMENT (this "Agreement"), effective as of **August 18, 2020** (the "Effective Date"), is between the City of Owosso, a public body, whose address is 301 W. Main Street, Owosso, Michigan 48867, and 108 E. Exchange, Owosso, LLC , a private company, whose address is 108 E. Exchange 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 the upper-floor residential development architectural services for 108 E. Exchange Street ("Project").

C. The City of Owosso agrees to award Grantee a grant in the amount of up to One Thousand and Five Hundred Dollars (\$1,500.00) 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 & fire suppression system installation (the foregoing, "Eligible Expenses").

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

## **ARTICLE I**

### **DEFINITIONS**

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

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

## **ARTICLE II**

### **RFL GRANT**

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

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

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

**Section 2.3 Grant Terms.**

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

## **ARTICLE III**

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

The Grantee represents and warrants to the City of Owosso:

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

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

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

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

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

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

**Section 3.7 Uses of Grant Disbursements.**

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

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

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

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

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

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

**Section 3.10 Other Grantee Covenants**

(a) **Company Meetings.** Grantee shall use reasonable efforts to meet with a qualified Company representative to generally review Company activities and operations for the Project on or about each month for three (3) months following the Effective Date, and on or about each of the sixth (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 1, 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

**108 E. Exchange, Owosso, LLC.**

\_\_\_\_\_  
By: Barry Paxton  
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 March 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 \$1,500.00.

By no later than March 1, 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 March 1, 2021 (the "Grant Agreement"), by and between the City of Owosso, and the 108 Exchange, Owosso, 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 108 Exchange, Owosso, LLC, ("Company") for the Project located at 108 E. Exchange Street, Owosso, MI 48867.
5. Attached is a copy of supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).

6. Attached is one or more photograph(s) evidencing the improvements made to the Project because of Eligible Expenses.
8. For grants for architectural services and/or other professional services; documentation proving development is scheduled to start, as well as a projected start date.
7. The Grantee requests a Grant disbursement in the amount of \$1,500.00.

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.

108 Exchange, Owosso, LLC.

\_\_\_\_\_  
By: Barry Paxton  
Its: \_\_\_\_\_

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



## MEMORANDUM

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

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**DATE:** August 11, 2020

**TO:** City Council

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

**SUBJECT:** Groundwater Resource Evaluation - OHM Advisors Amendment No. 1

**RECOMMENDATION:**

Approval to amend the professional service agreement with Orchard, Hiltz, and McCliment (OHM) Advisors of Livonia, Michigan, for engineering services to expand the Hintz Road and Osburn Lakes Wellfields in the amount of \$15,340.00.

**BACKGROUND:**

City council approved the first Ground Water Resources services agreement with OHM on July 15, 2019 in the amount of \$91,000.00. Expenses under this initial services agreement will be reimbursed at 50% under the 2019-2020 Well Head Protection Plan (WHPP) Grant received in 2019. The WHPP Grant focused on well field development on city owned Vandekarr Road property and expansion of the existing Hintz Road well field. However, significant soil contamination was later discovered at South and McMillan Streets, which is within the restricted 2,000 feet safe zone for new well field development. Therefore the Vandekarr Road property was abandoned from further consideration.

Staff will now continue focusing on the Hintz Road wellfield site and expand the evaluation further to the west, to address state regulator concerns of existing private wells that may be impacted by the existing Hintz Road well field. In addition, staff will pursue proposed development and expansion of the existing Osburn well field for a second ground well. The additional engineering services as proposed in amendment No.1 will address these expanded ground water resource evaluations. These additional services will also be reimbursed 50% through the 2020-2021 WHPP Grant application submitted on July 31, 2020

WHPP Grants are offered by the Michigan Department of Environment, Great Lakes & Energy each year for eligible program costs.

**FISCAL IMPACTS:**

These services will be expensed to the FY2020-2021 Water Fund Account 591-901-972.000.

**Document originated by:**

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution  
(2) OHM Proposal

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO  
THE GROUND WATER RESOURCES AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to provide Ground Water Resource Evaluations for new wellfield development, which was adopted by council Resolution 106-2019 on July 15, 2019; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the Ground Water Resources Agreement to include additional evaluations of the existing Osburn Lakes and Hintz Road Wellfield sites for new well development.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the professional services agreement approved by Resolution 106-2019 on July 15, 2019 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional engineering services in the amount of \$15,340.00 for providing groundwater resource evaluations to expand the Hintz Road Wellfield and Osburn Lakes Wellfield.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$91,000.00, plus \$15,340.00 as amendment No. 1 for a total of \$106,340.00.
- THIRD: The above expenses shall be paid from FY2020-2021 Water Funds Account 591-901-972.000.

July 29, 2020

Mr. Glenn M. Chinavare  
Director of Public Services  
City of Owosso  
301 West Main  
Owosso, MI 48867

RE: Groundwater Resource Evaluation - Fee Adjustment Request  
OHM Addendum No. 11  
Owosso PO # 000042846

Dear Mr. Chinavare,

OHM Advisors (OHM) is requesting adjustment in the study and analysis services fees associated with our current contract with the City of Owosso (City) for the Groundwater Resource Evaluation. During the investigation, the scope of our work was revised to include a desktop analysis of potential wellfields to the north of the city and to include engineering oversight and evaluation of an additional test well.

### **Additional Scope of Services**

#### **East and Northeast Preliminary Groundwater Resource Evaluation Add \$9,510.00**

The evaluation of the Vandekarr site south of the city determined that the site was not acceptable for use as a public water supply. At that time, the preliminary groundwater resource evaluation moved its focus to the areas east and northeast of the City of Owosso.

- Utilized analytical element modeling packages to simulate proposed withdrawals and the effects these would have on local groundwater flow patterns.
- Prepared preliminary geologic cross-sections and groundwater flow maps to support the modeling effort by researching historic well and boring logs.
- Prepared a preliminary report of results for review with the City and eventually EGLE. The report is dated May 13, 2020 and has been delivered to the City.

#### **Drilling Support for Additional Exploratory Well Add \$5,830.00**

The geologic evaluation of the east and northeast areas of the city revealed a bedrock valley that would be ideal for a public water supply well; however, the extents of the valley are not well documented. Instead of drilling one test well at the Vandekarr site, it was proposed to drill two test wells. The first site would be on a parcel owned by Caledonia Township to the east of the existing Hintz well site (Caledonia Test Well #1). The second test site would be on an Owosso owned parcel north of the existing Osburn well site (Osburn Test Well #1 or Osburn Test Well #2).



- Perform a preliminary Adverse Resource Impact analysis (ARI) which will then be confirmed by the EGLE using their Water Withdrawal Assessment Tool (this registers an allowable capacity of the proposed well before proceeding further).
- Coordinate with the City's drilling contractor to perform a single boring to an assumed depth of 110 feet. Oversee install of a single 5-inch well within this first boring using 5-inch PVC casing.
- Oversee the development and test pumping of the exploratory well to determine the quality of groundwater and the general yield characteristics of the aquifer.
- Collect and analyze test pumping data. Perform necessary laboratory analysis including Unit 37 chemical analyses and radionuclides gross alpha and radium 226/228.
- Review all data with the City and EGLE.

### Fee Summary

The requested additional fees associated with the hydrogeological analysis are based on actual hours incurred. The requested drilling support fees are estimated based on anticipated additional efforts.


East and Northeast Preliminary Groundwater Resource Evaluation	\$ 9,510
<u>Drilling Support for Additional Exploratory Well</u>	<u>\$ 5,830</u>
Total Additional Services	\$ 15,340

### ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed under previously agreed upon terms and conditions. Thank you for giving us the opportunity to be of service. We look forward to continuing our work with you on this project.

Sincerely,  
OHM Advisors

  
\_\_\_\_\_  
Jennifer Drinan, P.E.

  
\_\_\_\_\_  
Matt Kennedy, P.E.

**Orchard, Hiltz, & McCliment, Inc.**  
CONSULTANT

**City of Owosso**  
CLIENT

_____	(Signature)	_____
_____	(Name)	_____
_____	(Title)	_____
_____	(Date)	_____



## MEMORANDUM

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

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DATE: August 7, 2020  
TO: City Council  
FROM: Glenn M. Chinavare, Director of Public Services & Utilities  
SUBJECT: Change Order No. 1 for the 2020 Street Patches Program

### RECOMMENDATION:

Approval of Change Order No.1 to the Contract between the city of Owosso and Smith Sand & Gravel of Owosso, Michigan, for the 2020 Street Patches Program.

### BACKGROUND:

On June 1, 2020, City Council approved the contract to Smith Sand & Gravel in the amount of \$59,198.75 for the 2020 Street Patches Program. During the spring and summer months, water main breaks and sewer failures resulted in the need for additional street patches. Change Order No. 1 in the amount of \$25,761.20, an increase, that when approved will revise the total contract amount to \$84,959.95. This change order increases the quantities of the contract pay items to make the additional repairs.

### FISCAL IMPACTS:

Additional expenses in the amount of \$25,761.20 for Change Order No. 1 shall be paid from the FY2020-2021 Local and Majors Street Budget.

**Document originated by:** Glenn M. Chinavare, Director

Attachments: (1) Resolution  
(2) Proposed Change Order No. 1 for Smith Sand & Gravel



**RESOLUTION NO.**

**AUTHORIZING CHANGE ORDER NO. 1  
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND  
SMITH SAND & GRAVEL  
FOR THE 2020 STREET PATCHES PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Smith Sand & Gravel, on June 1, 2020 for street patches on various streets throughout the city; and

WHEREAS, during the course of the spring and summer, water main breaks and sewer failures resulted in the need for additional street patches

WHEREAS, Smith Sand & Gravel has agreed to make these additional repairs and a change order is necessary to increase the contract amount.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2020 Street Patches Program contract with Smith Sand & Gravel to increase the contract amount to make additional street repairs.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 in the amount of \$25,761.20; an increase to the Contract for Services between the city of Owosso and Smith Sand & Gravel, revising the total current contract amount from \$59,198.75 to \$84,959.95.
- THIRD: The accounts payable department is authorized to pay Smith Sand & Gravel for work satisfactorily completed up to the revised contract amount of \$84,959.95.
- FOURTH: The above expenses shall be paid from FY2020-2021 Major and Local Street Fund Accounts 202/203-463-818.000.

**CHANGE ORDER**

No. 1

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OWNER: City of Owosso  
CONTRACTOR: TJ Smith Sand & Gravel  
CONTRACT NAME: City of Owosso 2020 Street Patch Program  
OWNER's P.O. NO. 43075

The Contract is modified as follows upon execution of this Change Order:

Description:

Add a second round of patches for additional repairs needed after the contract was put out to bid.

**Adjust the following quantities to the Contract:**

<u>Item No.</u>	<u>Description</u>	<u>Quantity Change</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
3	Pavt, Rem, Modified	400	Syd	\$25.00	\$10,000.00
4	HMA, 13A	104	Ton	\$151.55	\$15,761.20
<b>Total Change:</b>					\$25,761.20

Attachments: 2020 Street Patch List 2, 2020 Street Patches Round 2 map

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>59,198.75</u>
Increase (Decrease) from previously approved Change Orders No. _____ to _____ _____ \$ _____
Contract Price prior to this Change Order: \$ <u>59,198.75</u>
Increase (Decrease) of this Change Order: \$ <u>25,761.20</u>
Contract Price incorporating this Change Order: \$ <u>84,959.95</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>30 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>September 30, 2020</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: Clayton Wehner

ENGINEER (Authorized Signature)

Title: Project Engineer

Date: 8/6/2020

APPROVED:

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

OWNER (Authorized Signature)

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

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

ACCEPTED:

By: Shelby Smith

CONTRACTOR (Authorized Signature)

Title: President

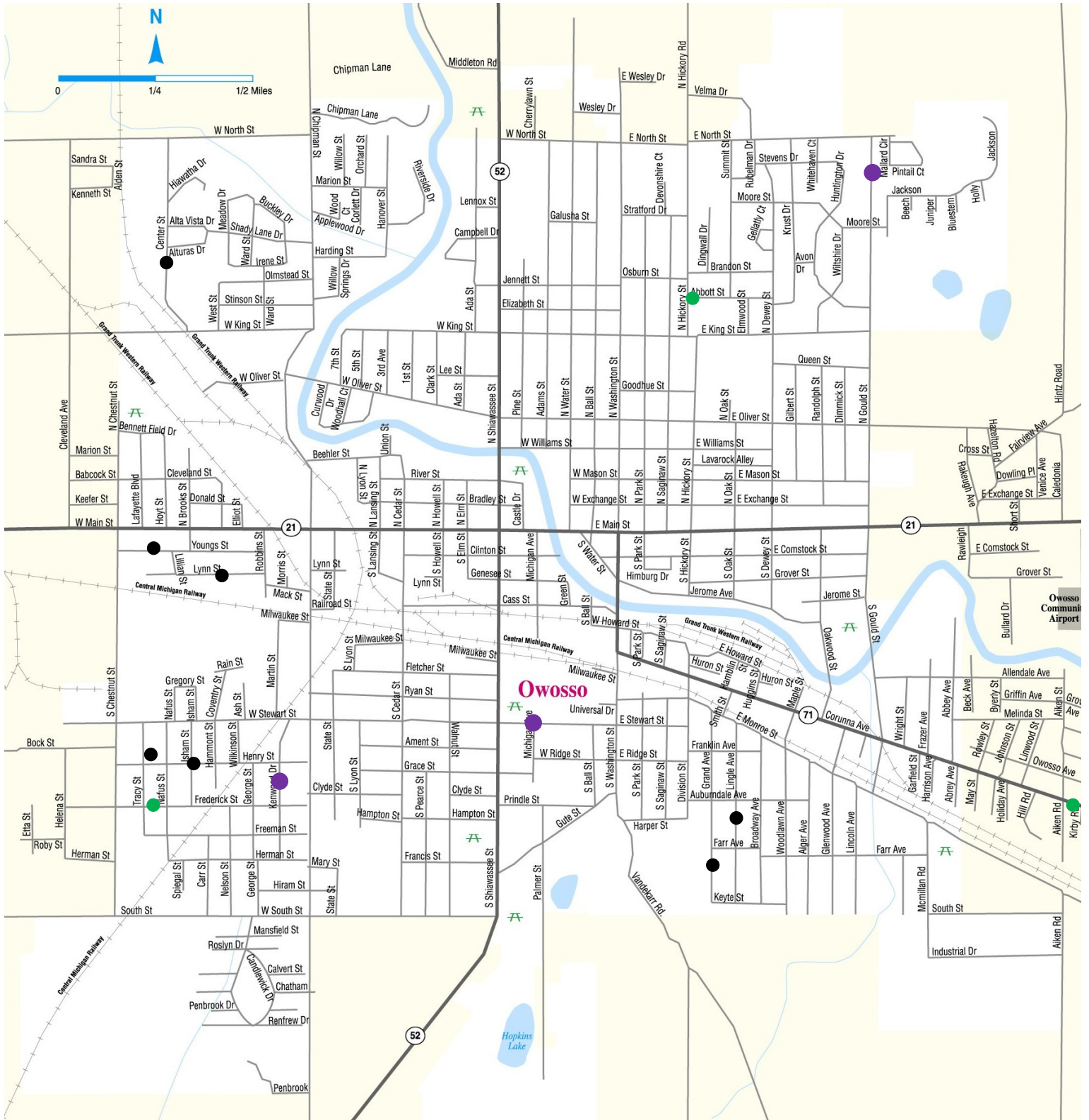
Date: 08/06/2020

**2020 STREET PATCHES LIST 2**

DATE	MISS DIG ADDRESS	LOCATION	RESPONSIBLE PARTY	STREET CLASSIFICATION	DIMENSIONS	SIZE SF	DEPTH	MATERIAL	SAW CUT	NOTES
	937 Kenwood	937 Kenwood	Tim Cordier	Local	5' x 4'	20.00	8"	Asphalt		Tim Cordier Work Schedule: TBD
	1309 N Gould	1309 N Gould	Water	Major	7' x 30'	210.00	8"	Asphalt	YES	
	801 Michigan	Michigan and Stewart	Storm	Major	15' x 10'	150.00	8"	Asphalt		
7/5/2020	1722 Fredrick St	1722 Frederick St	Water	Major	13' x 10' + 10' x 9'	220.00	6"	Asphalt	YES	
7/18/2020	1817 Corunna Ave	Corunna Ave	Water	State	15' x 6'	90.00	6"	Asphalt	YES	
	801 N Hickory	Hickory and Abbott	Storm	Major	7' x 7'	49.00	6"	Asphalt	YES	
	787 Center St	787 Center St	IPR	Local	45' x 25'	1125.00	4"	Asphalt		
6/26/2020	1422 Lynn St	1422 Lynn St	Water	Local	77' x 10'	770.00	4"	Asphalt		
7/10/2020	829 Lingle St	829 Lingle	Water	Local	11' x 11'	121.00	4"	Asphalt	YES	
7/10/2020	911 Grand St	911 Grand St	Water	Local	9' x 24'	216.00	4"	Asphalt	YES	
7/11/2020	1608 Young St	1608 Young St	Water	Local	32' x 7'	224.00	4"	Asphalt	YES	
7/11/2020	823 Tracy St	823 Tracy	Water	Local	8' x 23'	184.00	4"	Asphalt	YES	
	840 Isham	Isham and Henry	Storm	Local	27' x 8'	216.00	4"	Asphalt		

# CITY OF OWOSSO 2020 STREET PATCHES ROUND 2

● 2" ● 4" ● 6" ● 8" ● 12"





## MEMORANDUM

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

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**DATE:** August 11, 2020  
**TO:** City Council  
**FROM:** Glenn M. Chinavare, Director of Public Services & Utilities  
**SUBJECT:** Emergency Repair North Clarifier Main Shaft Bearing - Water Treatment Facility  
**RECOMMENDATION:**

Approval of purchased material and labor services from WesTech Incorporated of Ames, Iowa, for the repair and replacement of clarifier bearings in the amount of \$13,400.00.

**BACKGROUND:**

The north clarifier is one of two clarifiers used for water treatment and purification. WesTech is the Original Equipment Manufacturer and is the only entity that can warranty the workmanship of components to be installed. The main shaft bearing has worn uneven, rendering the scraper mechanism and clarifier inoperable. One main shaft bearing was currently available from WesTech, which necessitated the need to issue a purchase order in advance to secure its availability. In addition, staff will also have WesTech replace the clarifier mixer bearings while the equipment is broken down for repair, as these bearings are beginning to show wear as well.

Waiver of the competitive solicitation process per the city purchasing policy is requested due to the necessity and urgency for these specialized services.

**FISCAL IMPACTS:**

Services will be funded from the FY2020-2021 Water Fund Account 591-901-977.000 in the amount of \$13,400.00 plus a contingency amount of \$1,500.00 with prior written approval for a total of \$14,900.00.

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

Attachments: (1) Resolution  
(2) Proposal  
(3) Clarifier Sketch

**RESOLUTION NO.**

**AUTHORIZING AGREEMENT FOR EMERGENCY MATERIAL AND LABOR SERVICES BETWEEN  
THE CITY OF OWOSSO AND WESTECH, INCORPORATED OF AMES, IOWA FOR REPAIR OF  
NORTH CLARIFIER AT THE WATER TREATMENT PLANT**

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

WHEREAS, the ability to treat and deliver potable on demand is compromised as result of an inoperable clarifier, and immediate action to make needed repairs are necessary to ensure treated water supply on demand, and

WHEREAS, the City Director of Public Services and Utilities has reviewed the proposal provided by WesTech Incorporated, and has verified the necessity of the materials and labor as indicated in the proposal to fully restore the North Clarifier to full operating condition, and recommends authorizing WesTech to provide these repair services in the amount of \$13,400.00.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with WesTech, Incorporated of Ames, Iowa for emergency repair services of the North Clarifier located at the Water Treatment Plant, and to waive the competitive solicitation process as normally required by the city purchasing policy.

SECOND: The mayor and/or city clerk are instructed and authorized to sign the purchase services agreement as prepared by the city clerk.

THIRD: The accounts payable department is authorized to submit payment to WesTech, Incorporated in the amount not to exceed \$13,400.00, plus a contingency amount of \$1,500.00 with prior written approval, for a total of \$14,900.00.

FOURTH: The above expenses shall be paid from water account No. 591-901-977.000.

## WESTECH QUOTATION

<b>WESTECH</b> <sup>®</sup>	600 ARRASMITH TRAIL AMES, IA 50010	Phone: 515-268-8400 Fax: 515-268-8500	Quotation No. Q33617-136483
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Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date: 7/30/2020	Proj Manager: JEFFREY JOSLIN	Ship Via: BEST WAY
RFQ No.:	Prime Job No: GF100396A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: JEFFREY JOSLIN	Prime Name: OWOSSO, MI	
Phone: 515-268-8435 or 515-268-8400	Equipment: CONTRAFLO	Lead Time: 2-6 WEEKS
Email: JJOSLIN@WESTECH-INC.COM	Tax Exemption No.:	Quote Valid: 15 days
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To:	CITY OF OWOSSO RHONDA.PRITCHETT@CI.OWOSSO.MI.US 301 W. MAIN ST OWOSSO, MI 48867 UNITED STATES OF AMERICA	Ship To:	CITY OF OWOSSO 301 W. MAIN ST OWOSSO, MI 48867 UNITED STATES OF AMERICA
OWO000		74571	

Tel/Cell: (989) 725-0572 / (989) 725-0525

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
61026	10		SCRAPER DRIVE MAIN BEARING COMPONENTS FOR ONE EXISTING 42' SQ. TYPE 'CSS' CONTRAFLO CONSISTING OF:	1	LOT	\$5,437.00	\$5,437.00
61026	10.10		BEARING, PLAIN 37"	1	EA		
61026	10.20		FIBERGLASS BEARING BEDDING MATERIAL	1	LOT		
61026	30		ASSOCIATED FASTENERS	1	LOT		
61026	40		SERVICE TO INSTALL ABOVE PARTS. SERVICE FOR ONE MAN IN ONE TRIP AND UP TO THREE DAYS ON SITE.	1	LOT	\$7,963.00	\$7,963.00
61026	.		(1) FIELD SERVICE RATE INCLUDES LABOR, TRAVEL AND LIVING EXPENSES.				
61026	.		(2) ONE (1) ON-SITE SHIFT IS BASED ON UP TO 8 HOURS PER DAY. OVERTIME RATE IS \$180.00 PER HOUR.				
61026	.		(3) IF TRAVEL OR ON-SITE TIME IS OVER A WEEKEND OR HOLIDAY, AN ADDITIONAL \$480 PER DAY WILL BE CHARGED.				
61026	.		(4) ADDITIONAL DAILY RATE IS \$1,235 PER DAY. ADDITIONAL DAILY RATE INCLUDES LABOR AND LIVING EXPENSES.				
61026	.		(5) IF PURCHASER HAS AGREED TO SUPPLY ASSISTANCE AS REQUIRED TO COMPLETE SERVICE, FAILURE TO COMPLY MY RESULT IN ADDITIONAL CHARGES.				

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total \$13,400.00

-Please see the attached General Terms and Conditions. All purchase orders for Aftermarket parts need to be in US dollars.

-Please see the attached for Warranty Information.

-Minimum Order amount is US\$100.

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering, Inc.

-WesTech prefers that payments under \$3,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.



This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-00-005

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2/24/06

## Terms of Sales

Order No: Q33617-136483

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. **SPECIFICATIONS:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
2. **ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
3. **PARTIES TO CONTRACT:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
4. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
5. **PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
6. **PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
7. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
  - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
  - b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of

shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. **APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
9. **INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.
 

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
11. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
12. **TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
13. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
14. **SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

# Terms of Sales

Order No: Q33617-136483

have prior to its option, stop all further work and shipments until all past due payments been made, and/or require that any further deliveries be paid for shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. WARRANTY:** WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**16. PATENTS:** WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

**20. BACKCHARGES:** WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

**21. INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**22. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**23. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**24. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**25. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

**26. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

### ACCEPTED BY PURCHASER

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

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

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

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

Contact Email: \_\_\_\_\_

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

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

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

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

Quotation No: Q33617-136483

## WARRANTY

WesTech Engineering Inc.'s equipment is backed by WesTech Engineering Inc.'s reputation as a quality manufacturer, and by many years of experience in design of reliable equipment.

Equipment manufactured or sold by WesTech Engineering, Inc., once paid for in full, is backed by the following warranty:

For the benefit of the original user, WesTech Engineering Inc. warrants all new equipment manufactured by WesTech Engineering, Inc. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which WesTech Engineering Inc.'s examination shall show to have failed under normal use and service by the original user within one (1) year following initial start-up, or eighteen (18) months from shipment to the purchaser, whichever occurs first. Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to pro-rata charge based upon WesTech Engineering Inc.'s estimate of the percentage of normal service life realized from the part. WesTech Engineering Inc.'s obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

THIS WARRANTY IS EXPRESSLY MADE BY WESTECH ENGINEERING INC. AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. WESTECH ENGINEERING INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY WITH RESPECT TO ITS EQUIPMENT. WESTECH ENGINEERING INC. SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, CORROSION, OR ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OR EXPENSE DUE TO PARTIAL OR COMPLETE INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a WesTech Engineering Inc. factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations and Maintenance Manual guidelines and procedures.

This warranty applies only to equipment made or sold by WesTech Engineering, Inc.

WesTech Engineering, Inc. makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

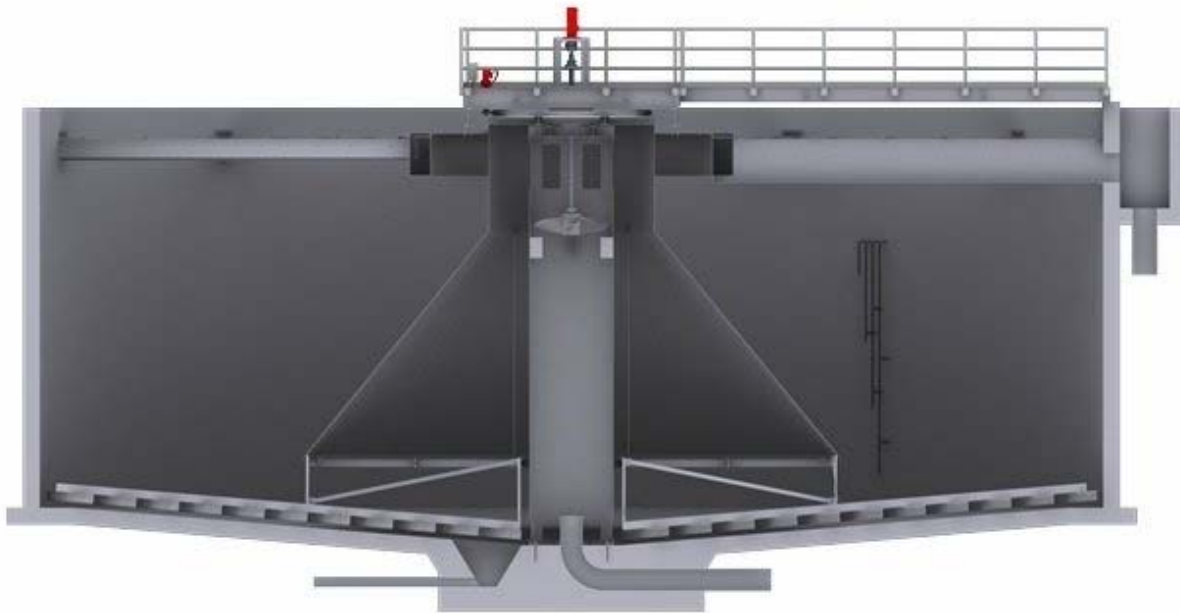
WESTECH ENGINEERING, INC.  
3665 South West Temple, Salt Lake City, UT 84115

(801) 265-1000

**Amy K. Kirkland**

---

**From:** Glenn M. Chinavare  
**Sent:** Tuesday, August 4, 2020 4:44 PM  
**To:** Glenn M. Chinavare  
**Subject:** Clarifier





## MEMORANDUM

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

---

**DATE:** August 11, 2020  
**TO:** City Council  
**FROM:** Glenn M. Chinavare, Director of Public Services & Utilities  
**SUBJECT:** Test Wells - Well Head Protection Program

### RECOMMENDATION:

Authorization to enter into a Professional Services Agreement with Northern Pump and Well of Lansing, Michigan, to perform well drilling services in the amount of \$22,360.00.

### BACKGROUND:

The city of Owosso applied for a Well Head Protection Program (WHPP) Grant in 2019, which was approved by the Michigan Department of Environment, Great Lakes & Energy. This is a 50/50 Grant Program offered each calendar year with 50% of all eligible expenses being reimbursed from EGLE. This grant ends on September 30, 2020, whereby these test wells must be drilled prior to the end of September 30, 2020 to be eligible for expense reimbursement.

The city owned Vandekarr Road property south of Owosso city limits was initially targeted for well field exploration based on prior research documentation. After a more comprehensive review of the area industry properties, it was discovered that soil contamination on abandoned industrial property significantly limited well field development opportunities based on strict EGLE limiting approval criteria. Staff then began looking to the more northern areas of Owosso based on more promising geological reports. Three sites have since been recommended for test well drilling, as attached. Only two of the three sites will be considered for drilling.

Northern Pump & Well provided the low responsive quote.  
Peerless Midwest provided a responsive quote. Higher price with work subcontracted to an unknown entity.  
Birkmeier Drilling is qualified, but was not responsive enough to scope of work to be performed.  
Raymer provided a responsive quote. Highest price submitted.

### FISCAL IMPACTS:

Well drilling Services in the amount of \$22,360.00 plus a contingency amount of \$2,500.00 for a total of \$24,860.00 will be chargeable to the FY2020-2021 Water Fund Account 591-553-818.000, less 50% reimbursement from EGLE.

### Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Test Well Site Location/s  
(2) Well Driller Quotes  
(3) Resolution

**RESOLUTION NO.**

**AUTHORIZING SERVICE AGREEMENT AND PAYMENT TO  
NORTHERN PUMP AND WELL OF LANSING, MICHIGAN  
FOR TEST WELL DRILLING**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has an approved Well Head Protection Plan (WHPP), and received a 50% match WHPP Grant from the state of Michigan Department of Environment, Great Lakes & Energy for the fiscal year October 1, 2019 through September 30, 2020, and

WHEREAS, new well field exploration is being pursued in accordance with the WHPP Grant, as proposed sites to replace some existing ground water wells that are nearing their useful service life; and

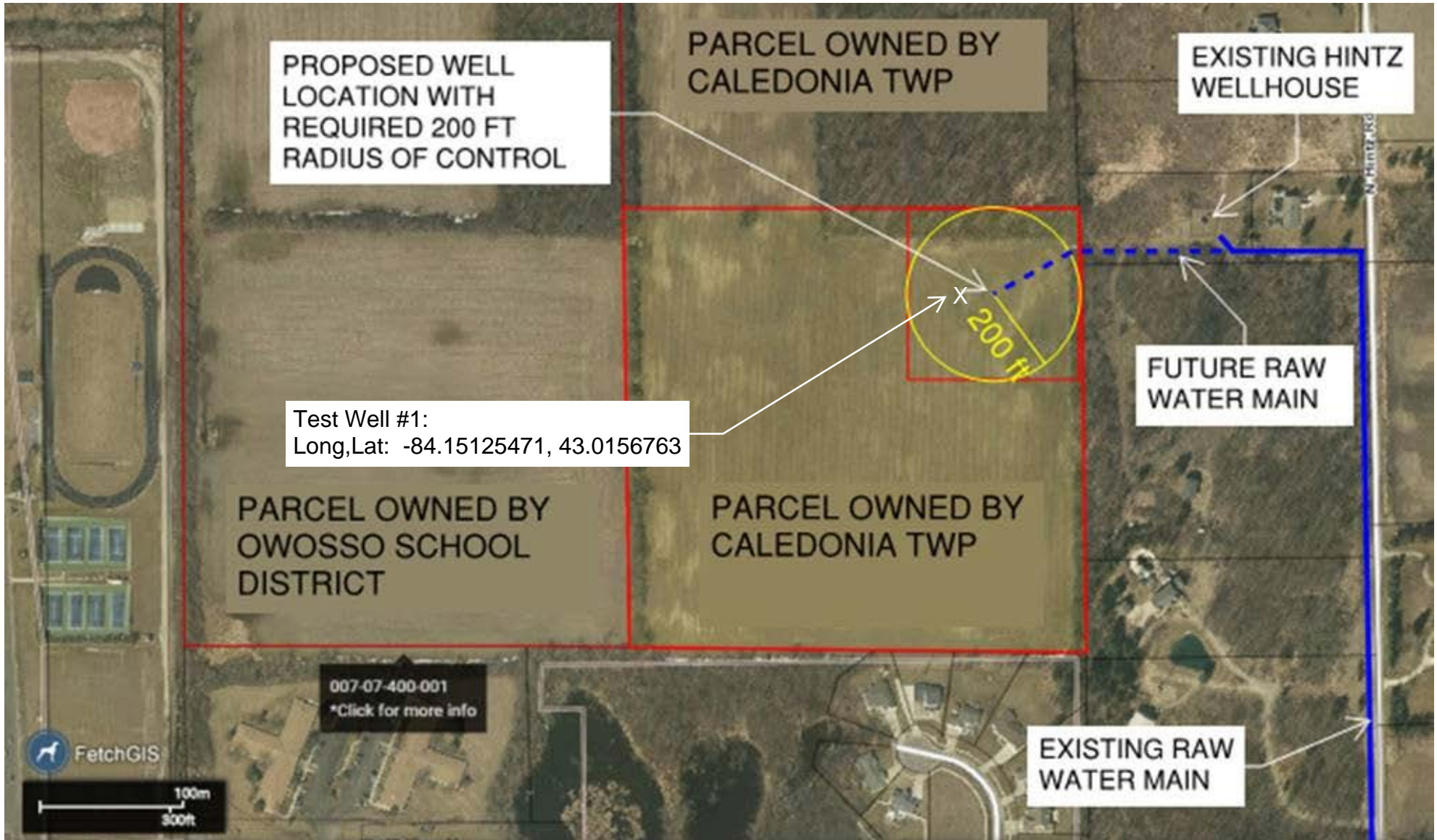
WHEREAS, the City Director of Public Services & Utilities has reviewed recommendations from its geologist consultant, and requests authorizing Northern Pump & Well to construct up to two test wells for proposed future development of new well fields.

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 Northern Pump & Well for test well drilling services at not more than two locations.
- SECOND: The accounts payable department is authorized to submit payment to Northern Pump & Well an amount not to exceed \$22,360.00, plus contingency in the amount of \$2,500.00 with prior written authorization, for a total of \$24,860.00.
- THIRD: The above expenses shall be paid from account no. 591-553-818.000.

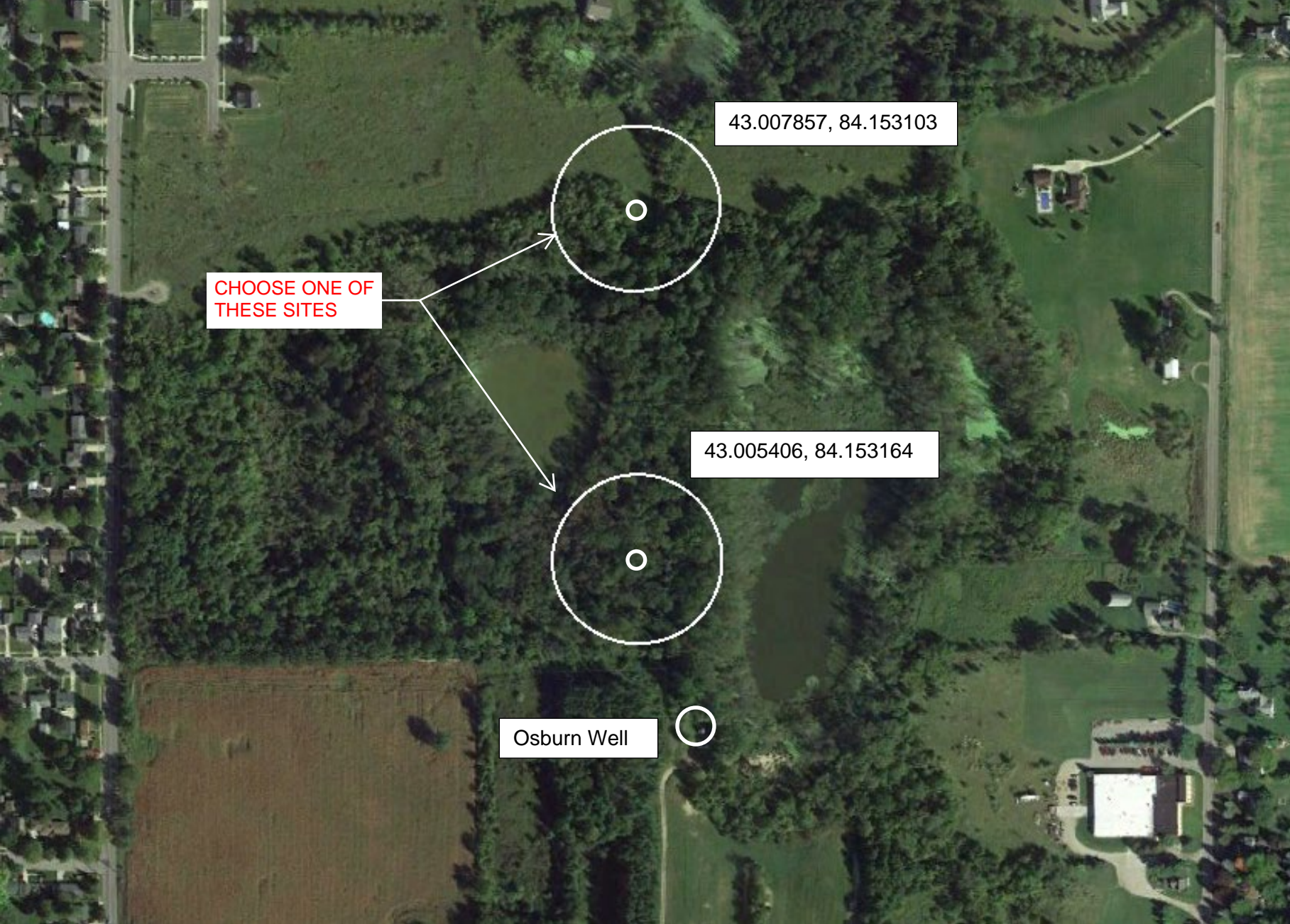


# TEST WELL LOCATION WEST OF HINTZ ON CALEDONIA TWP PROPERTY

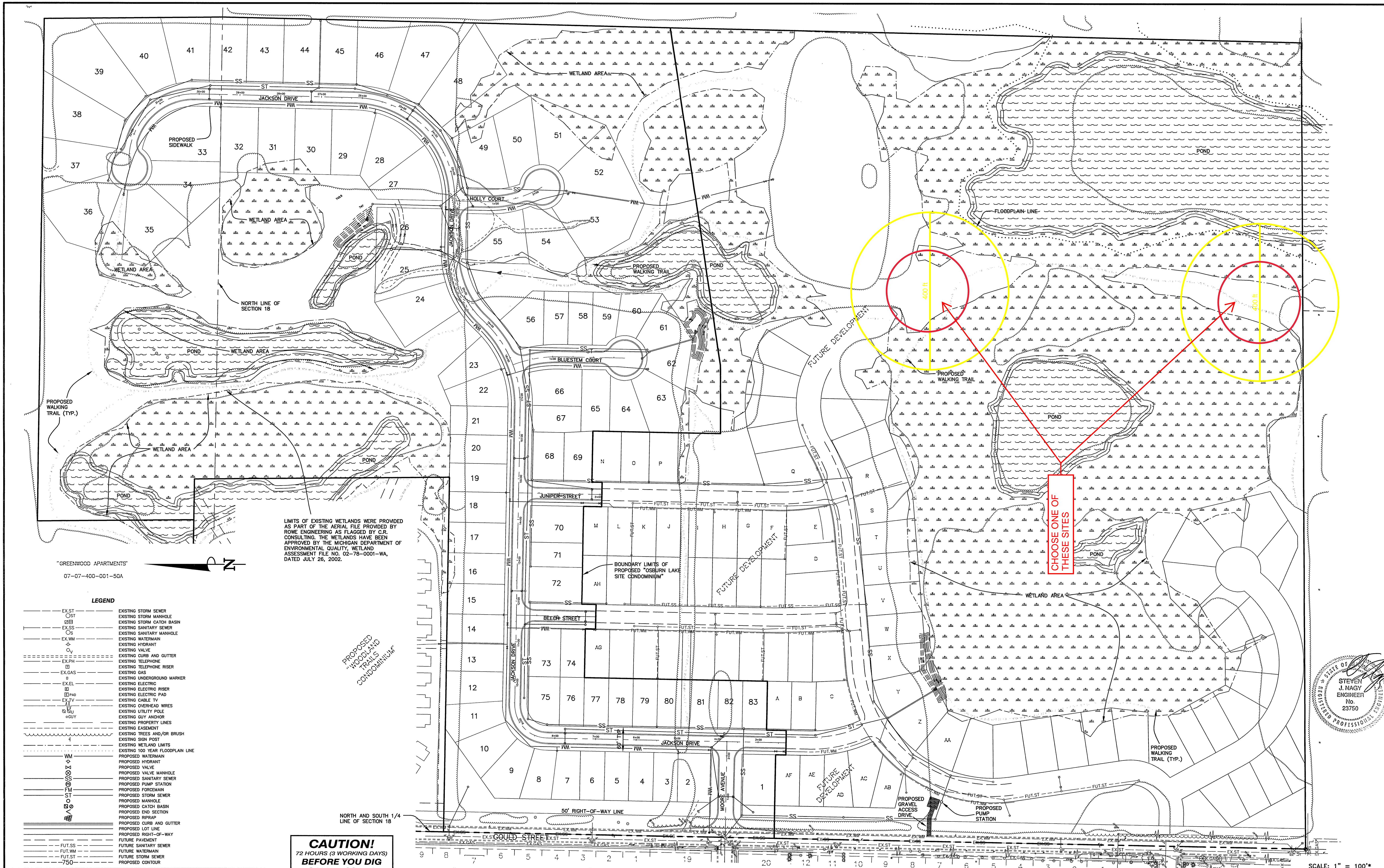




# TEST WELL LOCATION NORTH OF OSBURN WELLFIELD (CHOOSE 1 OF THE 2 MARKED LOCATIONS)







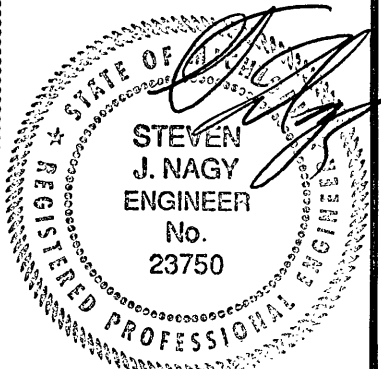
LIMITS OF EXISTING WETLANDS WERE PROVIDED AS PART OF THE AERIAL FILE PROVIDED BY ROWE ENGINEERING AS FLAGGED BY C.R. CONSULTING. THE WETLANDS HAVE BEEN APPROVED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY, WETLAND ASSESSMENT FILE NO. 02-78-0001-WA, DATED JULY 26, 2002.

"GREENWOOD APARTMENTS"  
07-07-400-001-50A

**LEGEND**

- EX-ST --- EXISTING STORM SEWER
- EX-SM --- EXISTING STORM MANHOLE
- EX-SS --- EXISTING SANITARY SEWER
- EX-SM --- EXISTING SANITARY MANHOLE
- EX-WM --- EXISTING WATERMAIN
- EX-H --- EXISTING HYDRANT
- EX-V --- EXISTING VALVE
- EX-C&G --- EXISTING CURB AND GUTTER
- EX-TR --- EXISTING TELEPHONE
- EX-TR --- EXISTING TELEPHONE RISER
- EX-G --- EXISTING GAS
- EX-UM --- EXISTING UNDERGROUND MARKER
- EX-EL --- EXISTING ELECTRIC
- EX-ER --- EXISTING ELECTRIC RISER
- EX-EP --- EXISTING ELECTRIC PAD
- EX-C --- EXISTING CABLE TV
- EX-O --- EXISTING OVERHEAD WIRES
- EX-UP --- EXISTING UTILITY POLE
- EX-GA --- EXISTING GUY ANCHOR
- EX-PL --- EXISTING PROPERTY LINES
- EX-E --- EXISTING EASEMENT
- EX-T&B --- EXISTING TREES AND/OR BRUSH
- EX-SP --- EXISTING SIGN POST
- EX-WL --- EXISTING WETLAND LIMITS
- EX-100 --- EXISTING 100 YEAR FLOODPLAIN LINE
- WM --- PROPOSED WATERMAIN
- H --- PROPOSED HYDRANT
- V --- PROPOSED VALVE
- SM --- PROPOSED SANITARY SEWER
- SS --- PROPOSED SANITARY SEWER
- FM --- PROPOSED FORCE MAIN
- ST --- PROPOSED STORM SEWER
- M --- PROPOSED MANHOLE
- C&G --- PROPOSED CURB AND GUTTER
- TR --- PROPOSED TRAIL
- PL --- PROPOSED LOT LINE
- ROW --- PROPOSED RIGHT-OF-WAY
- FUT-SS --- FUTURE SANITARY SEWER
- FUT-WM --- FUTURE WATERMAIN
- FUT-ST --- FUTURE STORM SEWER
- FUT-C --- FUTURE CONTOUR

**CAUTION!**  
72 HOURS (3 WORKING DAYS)  
BEFORE YOU DIG  
CALL MISS DIG  
1-800-482-7171



This drawing is intended for the sole and strict use of the Client listed and their legal assigns or designees. Unauthorized use of the document shall constitute an infringement of rights. Unauthorized users will be liable to both Gould Engineering, Inc. and the Client. Gould Engineering, Inc. will not be held responsible or liable for any alterations, additions or deletions to the drawing. This drawing was computer generated.

"DUDLEY PARK SUBDIVISION NO. 7" LIBER 12, PAGE 227  
 "DUDLEY PARK SUBDIVISION NO. 4" LIBER 12, PAGE 220  
 "DUDLEY PARK SUBDIVISION NO. 6" LIBER 12, PAGE 226  
 "DUDLEY PARK SUBDIVISION NO. 1" LIBER 12, PAGE 203  
 SCALE: 1" = 100'  
 0 50 100 200  
 \* SCALE OF FULL SIZE 24"x36" DRAWINGS

**OSBURN LAKES SITE CONDOMINIUM**

(A PROPOSED SITE CONDOMINIUM PROJECT)

PART OF THE NORTHEAST 1/4 OF SECTION 18 AND THE SOUTHEAST 1/4 OF SECTION 7, T7N-R3E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN

DEVELOPER: **CITY OF OWOSSO**  
301 WEST MAIN STREET  
OWOSSO, MICHIGAN 48867  
PHONE: (989) 725-0544

OVERALL UTILITY LAYOUT



**GOULD ENGINEERING, INC.**  
2040 E. MAPLE AVENUE  
FLINT, MICHIGAN 48507  
PHONE: 810-743-9120 FAX: 810-743-1797

DRAWN BY - CS, GL  
CHECKED BY - TM, SN, DH  
HOR. SCALE: 1" = 100'  
VERT. SCALE: N/A  
DATE - AUGUST 6, 2003  
REVISED - OCT. 10, 2003  
FILE -  
SHEET 2 OF 35



**Ed Birkmeier Well Drilling, Ltd**

PO Box 324  
9471 Genesee Street  
New Lothrop, MI 48460

Phone # 8106385104 EBWD@CENTURYTEL.NET  
Fax # 810-638-5353 birkmeierwelldrilling.net

Name / Address
City of Owosso 301 W. Main Street Owosso, MI 48867

**Estimate**

Date	Estimate #
1/27/2020	1561

P.O. No.	Project

Description	Qty	Rate	Total
3 Test Wells Location: Caledonia Test Well #1 Osburn Test Well #1 Osburn Test Well #2			
Drill 5" PVC test well to assumed depth of 100', install 5" pvc casing with 10' of 5" stainless steel screen, gravel pack, neat cement grout, and develop wells	3	5,300.00	15,900.00
Temporarily Install 7.5 hp test pump, conduct 8-hour test with engineer, remove test pump, and cap	3	2,100.00	6,300.00
Re-develop two observation wells and clean screens	3	600.00	1,800.00
<b>Total</b>			\$24,000.00



6837 West Grand River Ave  
Lansing, Michigan 48906

City of Owosso 301 W. Main Street Owosso MI 48867
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**Proposal**

Date	Proposal #
7/28/2020	20-Q2125

Description	Qty	Rate	Total
Thank you for the opportunity to present this quote for New well site location			
Well Drilling: Exploratory  5 inch well Drill to 100 feet plus or minus 10 feet, ( 9 1/5 inch bore hole) Set 10 feet of Stainless Steel Screen Gravel pack well 100 feet 5 inch SDR 21 plastic casing Cement Grout well development	2	9,500.00	19,000.00
Labor, Mobilization, Demobilization, Set Pump, and all equipment to Run efficiency test, for 8 hours, Pull Pump will be a per well cost if testing needs too be done on both newly drilled wells	10	210.00	2,100.00
Labor, to redevelop TWO (2) observation wells a the Hints wells site with air	1	1,260.00	1,260.00
NOTE: Should conditions change and/or any additional work be required, beyond the original scope of this project, our standard hourly rates will apply. Northern Pump & Well will consult with you prior to the additional work being performed.			
Signature: _____ Date: _____ Purchase Order No. (if required): _____ * If this proposal meets your approval, please sign / date and return to fax number...1-517-322-0135			
If you have any question please feel free to call 877-477-1757 or 517-322-0219			<b>Total</b> \$22,360.00



**PEERLESS-MIDWEST, INC.**  
 505 Apple Tree Drive  
 Ionia, MI 48846  
 616.527.0050

**QUOTATION**

City of Owosso \_\_\_\_\_  
 301 West Main Street \_\_\_\_\_ QUOTE # \_\_\_\_\_ LGA-2020-210-1  
 Owosso, MI 48867 \_\_\_\_\_  
 Attn: Mr. David Haut \_\_\_\_\_ DATE \_\_\_\_\_ July 28, 2020

REFERENCE Test Well Drilling, Development, and Testing

DESCRIPTION	PRICE
The following proposal includes labor, equipment, and materials to drill, develop, and flow test 2 new 5" test wells. One to be located North of the Osburn Wellfield and one to be located West of the Hintz Wellfield on Caledonia Township property. In addition, 2 existing observation wells are to be redeveloped at the Hintz Wellfield. Due to existing drilling commitments it is not possible to meet the timetable for this work with Peerless Midwest drilling equipment. It is therefore planned to subcontract the drilling and development of the new test wells to Dyer Well Drilling and Service, Inc., Lansing, Michigan.	
Set up and drill to approximately 100', set 5" PVC well casing with 10' of 5" stainless steel well screen, and gravel up. Pressure grout with neat cement, develop well, and disinfect. Provide a PVC cap to secure the well. \$6,900.00 per well.	\$ 13,800.00
Furnish and install a test pump capable of pumping 75-80 gpm. Pipe the pump discharge with a valve, sample tap, and orifice to measure the flow. Perform flow test estimated at 8 hours duration and take water level measurements by hand. No groundwater sample analysis is included. \$3,850.00 per well test	\$ 7,700.00
Set up and redevelop 2 existing observation wells with air. \$890.00 each well.	\$ 1,780.00
All drill cuttings to remain on site. Water will need to be provided for the well drilling operation and it is assumed it will be available at no cost. County well permit fees included.	
<b>STATE SALES TAX IS NOT INCLUDED</b>	
PAYMENT TERMS <u>Net 30 Days</u>	TOTAL \$ 23,280.00
START <u>August 2020</u>	
COMPLETE <u>3-4 Weeks</u>	
VALID FOR <u>60 Days</u>	
ACCEPTED BY _____	

PEERLESS-MIDWEST, INC.  
 BY Lynn Anderson  
 Lynn Anderson



1357 COMSTOCK STREET - MARNE, MI 49435 - PHONE (616) 677-2751

Fax: 616-677-2909

**ESTIMATE**

Quote Number:  
 3217  
 Jul 28, 2020  
 1

**Quoted To:**  
 CITY OF OWOSSO  
 ATTN: DAVID H. HAUT  
 1111 ALLENDALE AVE.  
 OWOSSO, MI 48867

**Location / Description:**  
 CALEDONIA & OSBORN LOCATIONS  
 TWO TEST WELLS 100 FT DEEP EACH  
 PER SPECIFICATIONS

Customer ID	Good Thru	Payment Terms	Sales Rep
OWOSSO, CITY OF	8/27/20	NET 30 DAYS	

Quantity	Description	Price	Amount
1.00	EA, MOBILIZATION, DE-MOBILIZATION, CREW PER-DIEM & GENERAL CONDITIONS	2,500.00	2,500.00
200.00	FT, 5" TEST WELL DRILLING W/PVC CASING	30.00	6,000.00
20.00	FT, STAINLESS STEEL WELL SCREEN W/FITTINGS & FILTER PACK	200.00	4,000.00
160.00	FT, NEAT CEMENT GROUTING	15.00	2,400.00
2.00	EA, WELL DEVELOPMENT	1,500.00	3,000.00
2.00	EA, TEST PUMPING	2,500.00	5,000.00
3.00	EA, RE-DEVELOPMENT OF EXISTING OBSERVATION WELLS	1,500.00	4,500.00
1.00	NOTES: WELL DEPTHS ARE ESTIMATED, ADD/DEDUCT UNIT PRICES FOR MORE/LESS THAN ESTIMATED QUANTITIES.		

CONTRACTOR'S GUARANTEE: We guarantee all materials used in contract to be as specified above and the entire job to be done in a ne workmanlike manner. any variations from plan or alterations requiring extra labor or material will be performed only upon written order and b in addition to the sum covered by this contract. Agreements made wit workmen are not recognized.

Subtotal 27,400.00  
 Sales Tax  
**TOTAL 27,400.00**

ACCEPTANCE OF PROPOSAL: The above specificatio terms and contract are satisfactory, and (I) (we) hereby authorize the performance of this work.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_



Warrant 588  
August 11, 2020

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions-2 <sup>nd</sup> of 4 installments for FY 20/21	Various	\$23,110.00
Gould Law, PC	Professional services-7/14/20-8/10/20	General	\$11,570.69
		<b>Total</b>	<b>\$34,680.69</b>

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 07/01/2020 - 07/31/2020

Check Date	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)				
07/01/2020	132687	MATZNICK BONNIE J	AMBULANCE RUN 19-2054	VOID
07/01/2020	132688	AMERICAN SPEEDY PRINTING	APPROVED LABELS (1000)	\$ 155.00
07/01/2020	132689	COX MICHELLE	UB refund for account: 3037570005	\$ 137.00
07/01/2020	132690	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$ 115.40
07/01/2020	132691	DAYSTARR COMMUNICATIONS	JULY 20-PHONE AND BROADBAND INTERNET	\$ 1,052.85
07/01/2020	132692	DELTA DENTAL PLAN OF MICHIGAN	JULY 2020-DENTAL INSURANCE PREMIUM	\$ 3,791.92
07/01/2020	132693	HELMKER, LEWIS J. & CYNTHIA L.	BD Payment Refund	\$ 25.00
07/01/2020	132694	LAMPHERE'S	AMR PROJECT	\$ 6,943.10
07/01/2020	132695	MICHIGAN COMMUNITY ASSOCIATION OF	MEMBERSHIP FOR MICHAEL NEESE	\$ 75.00
07/01/2020	132696	MICHIGAN MUNICIPAL RISK MANAGEMENT	FY 20/21 BUILDING AND PROPERTY INSURANCE	\$ 128,135.50
07/01/2020	132697	MISDU	PAYROLL DEDUCTIONS	\$ 1,703.90
07/01/2020	132698	PHP INSURANCE COMPANY	RETIREES HEALTH INSURANCE	\$ 1,048.74
07/01/2020	132699	SHIAWASSEE COUNTY SHERIFFS OFFICE	OSSI MCT LICENSES FOR-FY 20/21	\$ 4,366.62
07/01/2020	132700	SHIAWASSEE ECONOMIC DEV PARTNERSHIP	FY 20/21 PLEDGE	\$ 40,000.00
07/01/2020	132701	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTIONS-MEMBERSHIPS	\$ 197.20
07/01/2020	132702	SHIAWASSEE REGIONAL CHAMBER OF COMM	CITY OF OWOSSO MEMBERSHIP	\$ 786.00
07/01/2020	132703	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 5,019.95
07/01/2020	132704	VIC BOND SALES, INC. - OWOSSO	FAUCET-BENTLEY PARK BATHROOM	\$ 84.78
07/01/2020	5684(A)	C D W GOVERNMENT, INC.	TAPE DRIVE	\$ 3,222.92
07/01/2020	5685(A)	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$ 446.33
07/01/2020	5686(A)	ELECTION SOURCE	ELECTION SUPPLIES	\$ 59.43
07/01/2020	5687(A)	ENGINEERED PROTECTION SYSTEMS INC	JULY 2020-CITY HALL MONITORING	\$ 150.00
07/01/2020	5688(A)	MICH BUSINESS POWERED BY MDPA	JULY 20-COBRA ADMIN FEE	\$ 50.00
07/01/2020	5689(A)	MICHIGAN MUNICIPAL LEAGUE WORKERS' COMP FUND	WORKERS' COMP INSURANCE-1 OF 4 FOR FY 20/21	\$ 23,110.00
07/01/2020	5690(A)	MICHIGAN RURAL WATER ASSOCIATION	CITY OF OWOSSO MEMBERSHIP	\$ 875.00
07/01/2020	5691(A)	PHP INSURANCE COMPANY	JULY 2020-HEALTH INSURANCE PREMIUM	\$ 81,761.61
07/01/2020	5692(A)	RAILROAD MANAGEMENT COMPANY LLC	WATER PIPELINE CROSSING/ENCROACHMENT	\$ 927.30
07/01/2020	5693(A)	THOMAS JANITORIAL INC	COVID19 CLEANING OF PUBLIC SAFETY VEHICLES	\$ 150.00
07/01/2020	5694(A)	VERIZON WIRELESS	MODEM FEES-5/11/20-6/10/20	\$ 480.12
07/15/2020	132705	ALFA LAVAL INC	FEED TUBE REPAIR	\$ 935.43
07/15/2020	132706	H K ALLEN PAPER CO	SUPPLIES	\$ 429.50
07/15/2020	132707	THE ARGUS-PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 172.50
07/15/2020	132708	BIDNET	AUCTION FEE FOR SALE OF OPD #04	\$ 41.00
07/15/2020	132709	GLENN BRITAIN	ELECTION WORK	\$ 169.00
07/15/2020	132710	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 198.00
07/15/2020	132711	D & D TRUCK & TRAILER PARTS	PARTS	\$ 230.00
07/15/2020	132712	DEISLER OUTDOOR POWER EQUIP	SAW REPAIR	\$ 77.83
07/15/2020	132713	DEMANKOWSKI COLLIN	REIMBURSEMENT	\$ 27.00
07/15/2020	132714	JESSE FARR	ELECTION WORK	\$ 26.00
07/15/2020	132715	MAGDALENA FARR	ELECTION WORK	\$ 245.00
07/15/2020	132716	FIRST BANKCARD	WEBINAR-PREPARING FOR A REMOTE AUDIT	\$ 25.00
07/15/2020	132717	FIRST CLASS TIRE SHREDDERS	TIRE SCRAPPING	\$ 1,337.60

07/15/2020	132718	G A HUNT EXCAVATING LLC	SEWER MAIN WORK AT 1120 BEEHLER	\$	4,750.00
07/15/2020	132719	GEMSEAL/SURFACE COATINGS	CRACK SEALER	\$	8,820.00
07/15/2020	132720	PAULA GREGORICKA	ELECTION WORK	\$	136.50
07/15/2020	132721	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION CONTROL PROGRAM	\$	731.25
07/15/2020	132722	HOME DEPOT CREDIT SERVICES	PARTS/SUPPLIES	\$	446.18
07/15/2020	132723	KENT COUNTY DEPART OF PUBLIC WORKS	EVIDENCE DESTRUCTION	\$	90.00
07/15/2020	132724	NORTH AMERICAN OVERHEAD DOOR INC	GRAY BARN DOORS	\$	3,014.98
07/15/2020	132725	NORTHERN PUMP & WELL INC	CLEAN AND CHLORINATE LOCAL WELL 13	\$	4,445.00
07/15/2020	132726	OWOSSO BOLT & BRASS CO	PARTS	\$	27.95
07/15/2020	132727	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$	5,554.41
07/15/2020	132728	PARDEE, GREGORY A & DELORES A	BD Payment Refund	\$	25.00
07/15/2020	132729	PAUL DAVIS RESTORATION	BD Payment Refund		VOID
07/15/2020	132730	P F PETTIBONE & CO	RED MINUTE BOOK	\$	196.90
07/15/2020	132731	PROFESSIONAL ANSWERING SERVICES	JULY 20 ANSWERING SERVICE	\$	99.75
07/15/2020	132732	R&D SEPTIC TANK CLEANING LLC	PORTABLE TOILET RENT	\$	1,350.00
07/15/2020	132733	SEIFERT CONCRETE LLC	2019 SIDEWALK RESTORATION PROGRAM RETAINER RETURNED	\$	1,000.00
07/15/2020	132734	SHIAWASSEE COUNTY TREASURER	MOBILE HOME TAX DISBURSEMENT	\$	1,065.00
07/15/2020	132735	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL SERVICES	\$	582.08
07/15/2020	132736	SPARTAN STORES LLC	BLM PROTEST FOOD	\$	74.37
07/15/2020	132737	STATE OF MICHIGAN	BOILER INSPECTION/CERTIFICATE AT LIBRARY	\$	130.00
07/15/2020	132738	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$	120.00
07/15/2020	132739	TERRY M BACK	MOUNT TIRE	\$	75.00
07/15/2020	132740	VALLEY LUMBER	SHOVELS/CONCRETE	\$	39.34
07/15/2020	132741	WAKELAND OIL COMPANY	OPD CAR WASHES-4/1/20-6/30/20	\$	228.00
07/15/2020	132742	WATER ENVIRONMENT FEDERATION	MEMBERSHIP-GLENN CHINAVARE	\$	150.00
07/15/2020	132743	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	277.34
07/15/2020	132744	WING, JACK	BD Payment Refund	\$	75.00
07/15/2020	132745	ZORO TOOLS INC	SHIPPING SUPPLIES	\$	54.95
07/15/2020	5695(A)	THE ACCUMED GROUP	AMBULANCE BILLING SERVICES & STATE REPORTING SERVICES	\$	6,018.94
07/15/2020	5696(A)	AMAZON CAPITAL SERVICES	SUPPLIES	\$	1,254.88
07/15/2020	5697(A)	C D W GOVERNMENT, INC.	CABLE	\$	100.00
07/15/2020	5698(A)	CENTRON DATA SERVICES, INC.	WATER/SEWER/TAX BILLS PROCESSING/MAILING SERVICES	\$	6,001.64
07/15/2020	5699(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.08
07/15/2020	5700(A)	COMMUNITY IMAGE BUILDERS	JUNE 2020 PROFESSIONAL SERVICES	\$	4,056.00
07/15/2020	5701(A)	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	53,136.18
07/15/2020	5702(A)	CREATED IN THE CHECK RUN PROCESS			VOID
07/15/2020	5703(A)	D & G EQUIPMENT INC	SWITCH	\$	15.61
07/15/2020	5704(A)	DALTON ELEVATOR LLC	JUNE 20-CYLINDER RENTAL	\$	380.81
07/15/2020	5705(A)	DELL MARKETING LP	OPTIPLEX 7070 (2) AND MONITOR	\$	1,797.00
07/15/2020	5706(A)	EMPLOYEE BENEFIT CONCEPTS INC	JULY 2020-FSA ADMIN FEE	\$	105.00
07/15/2020	5707(A)	ENLOW ENVIRO LLC	SUPPLIES	\$	579.72
07/15/2020	5708(A)	GALL'S INC.	RIOT SHIELDS (4)	\$	561.55
07/15/2020	5709(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	142.15
07/15/2020	5710(A)	GRAINGER, INC.	SUPPLIES	\$	19.20
07/15/2020	5711(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME	\$	6,712.42
07/15/2020	5712(A)	JON STEWART HARRIS	ELECTRICAL INSPECTIONS	\$	525.00
07/15/2020	5713(A)	IDEXX DISTRIBUTION CORPORATION	COLILERT	\$	1,362.00
07/15/2020	5714(A)	J & H OIL COMPANY	FUEL-PE 6/30/20	\$	2,888.34

07/15/2020	5715(A)	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE	\$	3,424.18
07/15/2020	5716(A)	LANSING UNIFORM CO.	UNIFORMS FOR R JENKINS/COLLAR BRASS	\$	207.45
07/15/2020	5717(A)	LOGICALIS INC	CISCO CORE NETWORK SWITCHES PARTS	\$	43,087.99
07/15/2020	5718(A)	LUDINGTON ELECTRIC, INC.	TROUBLESHOOT BENNETT FIELD SCOREBOARD	\$	86.50
07/15/2020	5719(A)	MCGUIRK SAND-GRAVEL INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROJECT	\$	81,663.30
07/15/2020	5720(A)	MICHIGAN ELECTION RESOURCES	ELECTION SUPPLIES	\$	511.76
07/15/2020	5721(A)	MID MICHIGAN EMERGENCY EQUIPMENT	BUILD UP OF NEW VEHICLE-UNIT #04	\$	10,485.00
07/15/2020	5722(A)	MSA SAFETY SALES LLC	SENSOR ASSEMBLY	\$	450.93
07/15/2020	5723(A)	1ST CHOICE AUTO PARTS INC	PARTS	\$	117.84
07/15/2020	5724(A)	NATIONAL VISION ADMINISTRATORS LLC	JULY 20 VISION INSURANCE PREMIUM	\$	502.40
07/15/2020	5725(A)	NEOGEN CORPORATION	LAB SUPPLIES	\$	1,149.70
07/15/2020	5726(A)	OFFICE DEPOT	SUPPLIES	\$	165.83
07/15/2020	5727(A)	OFFICE SOURCE	SUPPLIES	\$	189.95
07/15/2020	5728(A)	ORCHARD HILTZ & MCCLIMENT INC	2020 WATER MAIN & STREET REHABILITATION ENGINEERING	\$	86,646.97
07/15/2020	5729(A)	PASSPORT LABS INC	PARKING TICKET MANAGEMENT SYSTEM SERVICE	\$	49.20
07/15/2020	5730(A)	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	\$	854.25
07/15/2020	5731(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,441.96
07/15/2020	5732(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	5,125.84
07/15/2020	5733(A)	QUADIENT FINANCE USA INC	POSTAGE AND SUPPLIES	\$	2,021.36
07/15/2020	5734(A)	REPUBLIC SERVICES INC	JULY 2020-REFUSE SERVICE	\$	414.48
07/15/2020	5735(A)	RUBOB'S INC	PUBLIC SAFETY-JUNE 20-DRY CLEANING	\$	223.95
07/15/2020	5736(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	VEHICLE REPAIRS/MAINTENANCE	\$	49.95
07/15/2020	5737(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	545.21
07/15/2020	5738(A)	UNITED PARCEL SERVICE	SHIPPING	\$	22.87
07/24/2020	132746	MINARIK CONNIE	REISSUE OF CHECK 132687	\$	92.88
07/24/2020	132747	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$	812.94
07/24/2020	132748	H K ALLEN PAPER CO	SUPPLIES	\$	701.89
07/24/2020	132749	CALEDONIA CHARTER TOWNSHIP	PAYMENT PER WATER DISTRICT AGREEMENT	\$	31,190.25
07/24/2020	132750	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40
07/24/2020	132751	CORUNNA MILLS FEED LLC	GRASS SEED	\$	230.00
07/24/2020	132752	DAYSTARR COMMUNICATIONS	AUGUST 20-PHONE AND BROADBAND INTERNET	\$	1,083.93
07/24/2020	132753	DELTA DENTAL PLAN OF MICHIGAN	AUGUST 2020-DENTAL INSURANCE PREMIUM	\$	3,916.56
07/24/2020	132754	DOWNTOWN DEVELOPMENT AUTHORITY	COMMUNITY DEVELOPMENT SERVICES FOR FY 19/20	\$	12,289.98
07/24/2020	132755	ENLOW, MICHAEL C. & JOYCE K.	BD Payment Refund	\$	25.00
07/24/2020	132756	STEPHANIE GOETZINGER	NOTARY FEES/SUPPLIES REIMBURSEMENT	\$	81.09
07/24/2020	132757	HANKERD SPORTSWEAR	PUBLIC SAFETY-71 T-SHIRTS	\$	479.00
07/24/2020	132758	JERRY L JONES	BOARD OF REVIEW MEETING	\$	50.00
07/24/2020	132759	LAMPHERE'S	LIBRARY AC REPAIR	\$	1,146.03
07/24/2020	132760	MICHIGAN MUNICIPAL LEAGUE	CONTRIBUTIONS	\$	34.93
07/24/2020	132761	MISDU	PAYROLL DEDUCTIONS	\$	1,703.90
07/24/2020	132762	MICHAEL O'LEARY	BOARD OF REVIEW MEETING	\$	50.00
07/24/2020	132763	OSAGE INDUSTRIES INC	PARTS TO REPAIR MEDIC 5	\$	128.50
07/24/2020	132764	OWOSSO COMMUNITY AIRPORT	FY 19/20 ANNUAL CONTRIBUTION	\$	3,866.00
07/24/2020	132765	PHP INSURANCE COMPANY	AUGUST 20-RETIRES HEALTH INSURANCE PREMIUM	\$	1,048.74
07/24/2020	132766	ROBERT B & CORY R LEPLEY	BD Payment Refund	\$	1,045.00
07/24/2020	132767	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$	197.20
07/24/2020	132768	SPRINT COMMUNICATIONS	JUNE 2020-CELL PHONE SERVICE AND EQUIPMENT	\$	667.44
07/24/2020	132769	STATE OF MICHIGAN	FLAGS (6)	\$	258.90



07/24/2020	132770	STATE OF MICHIGAN-MDNRE	LEAD AND COPPER TESTING	\$	52.00
07/24/2020	132771	ZORO TOOLS INC	CORE DRILL BITS (2)	\$	132.62
07/24/2020	5739(A)	ABSOPURE WATER COMPANY LLC	WATER FOR LAB USE	\$	102.00
07/24/2020	5740(A)	ALS LABORATORY GROUP	WASTEWATER ANALYSES	\$	340.50
07/24/2020	5741(A)	BELL FORK LIFT INC	REPAIRS	\$	733.26
07/24/2020	5742(A)	BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	\$	383.10
07/24/2020	5743(A)	HEATHER DAWN BROOKS	SIDEWALK CLOSED SIGNS FOR CODE ENFORCEMENT	\$	40.00
07/24/2020	5744(A)	CAPITAL CONSULTANTS	ASSISTANCE WITH BID DOCS PREPARATION	\$	1,326.98
07/24/2020	5745(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.08
07/24/2020	5746(A)	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	28.32
07/24/2020	5747(A)	CRAWFORD CONTRACTING INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROJECT	\$	298,628.86
07/24/2020	5748(A)	DECORATIVE CONCRETE RESOURCES	ADA MATS (5)	\$	550.00
07/24/2020	5749(A)	DELL MARKETING LP	DELL LATITUDE 5400	\$	1,199.00
07/24/2020	5750(A)	ETNA SUPPLY COMPANY	WATER INVENTORY	\$	5,428.00
07/24/2020	5751(A)	FLEIS & VANDENBRINK ENGINEERING INC	2021 GOULD STREET PROJECT-ENGINEERING & CONSTRUCTION ADMIN SERVICES	\$	109.25
07/24/2020	5752(A)	AMBER FULLER	BOARD OF REVIEW MEETING	\$	50.00
07/24/2020	5753(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$	13,720.20
07/24/2020	5754(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME DELIVERED TO WTP	\$	6,639.55
07/24/2020	5755(A)	HYDROTEX INC	ACCULUBE	\$	268.40
07/24/2020	5756(A)	J & H OIL COMPANY	FUEL PE 7/15/20	\$	2,986.85
07/24/2020	5757(A)	JACK DOHENY SUPPLIES INC	PARTS FOR JETTER #238	\$	546.48
07/24/2020	5758(A)	KNOWBE4 INC	KNOWBE4 SECURITY TRAINING SUBSCRIPTION	\$	3,403.30
07/24/2020	5759(A)	LUDINGTON ELECTRIC, INC.	DOWNTOWN LIGHTS-WASHINGTON/EXCHANGE	\$	170.00
07/24/2020	5760(A)	MCGUIRK SAND-GRAVEL INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROJECT	\$	75,943.59
07/24/2020	5761(A)	MCMASTER-CARR SUPPLY CO	LINERS/CLAMPS	\$	388.04
07/24/2020	5762(A)	MEYER ELECTRIC INC	SLUDGE MOTOR CONTROLS WORK	\$	160.00
07/24/2020	5763(A)	MICH BUSINESS POWERED BY MDPA	AUGUST 20-COBRA ADMIN FEE	\$	50.00
07/24/2020	5764(A)	NORTHERN CONCRETE PIPE INC	CATCH BASIN FOR 322 HENRY ST	\$	260.00
07/24/2020	5765(A)	OLIN CORPORATION	SODIUM HYPOCHLORITE	\$	770.26
07/24/2020	5766(A)	ORCHARD HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	\$	1,717.50
07/24/2020	5767(A)	ORDWAY'S BODY SHOP INC	REPAIR TO MEDIC 3	\$	879.00
07/24/2020	5768(A)	OWOSSO CHARTER TOWNSHIP	WATER SALES PER AGREEMENT	\$	13,693.96
07/24/2020	5769(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	210.00
07/24/2020	5770(A)	PAXXO (USA) INC	SUPPLIES	\$	530.25
07/24/2020	5771(A)	RICHARDSON BUSINESS SOLUTIONS	PREPRINTED CARD	\$	26.38
07/24/2020	5772(A)	S L H METALS INC	BRACKETS (16)	\$	1,679.96
07/24/2020	5773(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OIL CHANGE OPD #07	\$	49.95
07/24/2020	5774(A)	JESSICA UNANGST	RETIREMENT GIFT-PAID FOR BY EMPLOYEES	\$	100.00
07/24/2020	5775(A)	UNITED PARCEL SERVICE	SHIPPING	\$	44.97
07/24/2020	5776(A)	VERIZON WIRELESS	MODEM FEES-6/11/20-7/10/20	\$	635.38
07/24/2020	5777(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-6/16/20-6/30/20	\$	15,515.21
07/29/2020	132772	LEAVITT BRANDI	UB refund for account: 1935500003	\$	233.85
07/29/2020	132773	DAMERON JENNIFER	UB refund for account: 3034070008	\$	54.18
07/29/2020	132774	PETITTI CYNTHIA	UB refund for account: 4472500003	\$	71.31
07/29/2020	132775	MORGAN SALLY	UB refund for account: 2790690002	\$	9.29
07/29/2020	132776	HUFFMAN GREGG	UB refund for account: 1836520011	\$	46.07
07/29/2020	132777	MCDONNELL AMY	UB refund for account: 3139570023	\$	104.20
07/29/2020	132778	MACDORMOTT CAROLYN	UB refund for account: 2463000002	\$	111.38

07/29/2020	132779	CRACKEL JULIE	UB refund for account: 3263070002	\$	24.61
07/29/2020	132780	OLIVER TOWNHOMES	UB refund for account: 2493240014	\$	24.85
07/29/2020	132781	MOILES SHELLY	UB refund for account: 5748070002	\$	74.06
07/29/2020	132782	SIMPLEX	UB refund for account: 3762080029	\$	41.61
07/29/2020	132783	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40
07/29/2020	132784	DOWNTOWN DEVELOPMENT AUTHORITY	TAX COLLECTION DISBURSEMENT	\$	3,753.80
07/29/2020	132785	ERIE CONSTRUCTION MID-WEST INC	BD Payment Refund	\$	285.00
07/29/2020	132786	MAGDALENA FARR	ELECTION WORK	\$	85.00
07/29/2020	132787	PAULA GREGORICKA	ELECTION WORK	\$	149.50
07/29/2020	132788	JUSTICE, GARY M. & JANE A.	2020 Sum Tax Refund 050-541-000-018-00	\$	96.21
07/29/2020	132789	MISDU	PAYROLL DEDUCTIONS	\$	1,703.90
07/29/2020	132790	ODD RODDS	SEAT REPAIRS TO OPD #6	\$	689.98
07/29/2020	132791	RICOH USA	MAINTENANCE/SUPPLIES FOR COPIERS	\$	930.99
07/29/2020	132792	SHIAWASSEE COUNTY TREASURER	TAX COLLECTION DISBURSEMENT	\$	317,078.33
07/29/2020	132793	TYRELL PATRICK J & DEBRA K	BD Payment Refund	\$	25.00

1 TOTALS:

(3 Checks Voided)

Total of 198 Disbursements:

\$ 1,504,948.20

Bank 10 OWOSSO HISTORICAL FUND

07/01/2020	5357	DAYSTARR COMMUNICATIONS	JULY 2020-GOULD HOUSE	\$	28.32
07/01/2020	5358	ALBERT W MARTENIS III	JULY 2020-HISTORICAL DIRECTOR SERVICES	\$	2,250.00
07/15/2020	5359	CONSUMERS ENERGY	JUNE 20-GAS/ELECTRIC USAGE	\$	235.31
07/15/2020	5360	NO MOW PROBLEMS LAWN CARE	JUNE 20-GOULD HOUSE	\$	200.00
07/15/2020	5361	OWOSSO-WATER FUND	WATER/SEWER SERVICE	\$	333.63
07/15/2020	5362	SUMMIT COMPANIES	ANNUAL EXTINGUISHER INSPECTION	\$	104.00
07/24/2020	5363	DAYSTARR COMMUNICATIONS	MAY 20-PHONE AND INTERNET	\$	541.63
07/24/2020	5364	LAMPHERE'S	GOULD HOUSE AC REPAIR	\$	233.68
07/24/2020	5365	ALBERT W MARTENIS III	AUGUST 20-HISTORICAL DIRECTOR SERVICES	\$	2,250.00

10 TOTALS:

Total of 9 Disbursements:

\$ 6,176.57

REPORT TOTALS:

(3 Checks Voided)

Total of 207 Disbursements:

\$ 1,511,124.77



## MEMORANDUM

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

DATE: August 12, 2020

TO: Owosso City Council

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

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

### RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for Owosso Main Street/DDA for \$34,257.00 - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

### BACKGROUND:

Throughout the summer of 2019, Owosso Main Street/DDA (OMS/DDA) took inquiries from multiple downtown property owners & tenants about the likelihood of having an electric vehicle charging station available to employees & customers within the downtown area. Taking that input, in November of 2019, the Executive Director applied for a Consumers Power – PowerMIDrive grant. In January 2020, OMS/DDA was informed that we were awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station. This grant will cover over 80% of the purchase & installation costs. OMS/DDA is requesting to use revolving loan dollars to cover the remaining portion of the cost.

At that time the OMS/DDA Board started discussing ways in which sponsorship dollars could fund the required matching dollars (\$34K). This discussion continued through February into March when a formal “game plan” was to be formed. Unfortunately, at that time COVID hit our area. During the rest of March, April, & most of May there was no movement due to the shutdowns & the stay-at-home order.

Then, in late May the OMS/DDA Board re-engaged the conversation about finding sponsorships for matching funds. At that time the board agreed that it would not be a good time to ask businesses for money due to the economic environment caused by the pandemic. Then, during the June 3, 2020 Board meeting, the Board of Directors discussed & approved a request to use the revolving loan fund to aid in supporting this infrastructure improvement. The Board agreed that both revenue for its use and future sponsorships will help pay the revolving loan fund back.

### FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan & Grant fund. OMS/DDA pay monthly to the Revolving Loan Fund.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO  
OWOSSO MAIN STREET/DDA  
FOR CONSUMERS POWER POWERMIDRIVE GRANT**

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, Main Street/DDA applied for; and was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station in a downtown public parking lot. This grant will cover over 80% of the purchase & installation cost. OMS/DDA requested to use the revolving loan to cover the remaining portion of the costs.

WHEREAS, on June 3, 2020 Board Meeting, the OMS/DDA Board of Directors approved a loan for \$34,357.00 to cover the remaining cost associated with the installation of the charging station.

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 loan of **\$34,257.00** to Owosso Main Street/DDA to use as local matching dollars associated with the Consumers Energy PowerMIDrive grant- according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The accounts payable department is authorized to issue funds in the amount of \$34,257.00 to the OMS/DDA for said grant.

**RLF Application**





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

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

LOAN APPLICATION - Property Development

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

APPLICANT INFORMATION:

NAME: Owosso Main Street/DDA
ADDRESS: 301 W. Main Street, Owosso, MI, 48867
BEST PHONE #: 989.494.3344 X Business Mobile Home
EMAIL: downtownowosso@gmail.com

PROPERTY INFORMATION:

OWNER ENTITY NAME: Owosso Downtown Development Authority
DBA (if different): Owosso Main Street EIN # (if applicable):
ADDRESS: Public Parking Lot known as the "Fountain Lot"
PHONE: WEBSITE:
TYPE/CATEGORY OF PROPERTY: Public Parking
TAX CLASSIFICATION OF OWNER ENTITY:
Corporation LLC Partnership Proprietorship S-Corp X Local Government
PROPERTY IS: Vacant X Occupied - List Tenants: Public Parking
FACILITY/BUILDING IS: Owned Leased Rented Looking for Space X N/A
PROPERTY IS: Owned by Business X Owned by Applicant Owned by Other
SQUARE FOOTAGE CURRENTLY OCCUPIED: N/A
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: N/A - 3 parking spaces

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$158,514.00
SOURCE OF FUNDS: Consumers Energy - Power MI Drive Grant
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$9,000 (3 years of service agreements)
LIST OTHER INVESTORS/OWNERS IF APPLICABLE:
Name: N/A Name: N/A

**LOAN REQUEST INFORMATION:**

LOAN REQUEST (check up boxes that apply): **Matching funds for technology advancement**

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

- Building Access Projects;  Preservation of Historic Buildings;  Environment Studies
- Upper Story Housing Development;  Retail Space Build Outs and Upgrading
- Acquisition and Improvement of Blighted Properties;  Signage Purchase or Restoration

TOTAL DEVELOPMENT COST: **\$158,514.00** TOTAL LOAN REQUESTED: **\$34,257.00**

ESTIMATED START DATE: **mid-September 2020** ESTIMATED COMPLETION DATE: **October 2020**

WILL LOAN CREATE NEW RESIDENTIAL UNITS? **X** No  Yes - #: \_\_\_\_\_

WILL LOAN REDEVELOP EXISTING RESIDENTIAL UNITS? **X** No  Yes- #: \_\_\_\_\_

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

No **X** Yes - Please provide proof (via pro-forma)

PROVIDE A BRIEF DESCRIPTION OF DEVELOPMENT: **Owosso Main Street/DDA applied for, as was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station. This grant will cover over 80% of the purchase & installation costs. OMS/DDA is requesting to use revolving loan dollars to cover the remaining portion of the costs.**

**APPLICATION CHECKLIST:**

Please ensure the following are submitted with your application:

Completed RLF Application Form  Project Pro-Forma **X** 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: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**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.\*\**



Corporate Headquarters  
 6400 Sterling Drive North | Suite 2-B  
 Sterling Heights | Michigan | 48312  
 O: 586.782.4000 | futureenergy.co

Proposal Date: 07/15/2020  
 Proposal #: EV-20-0290-1  
 Project Name: Owosso DDA (DC Fast Charge)



Customer Information:

Billing Address:		Shipping Address:	
Company:	Owosso Main Street / DDA	Company:	SAME
Name:	Josh Adams	Name:	
Address:	301 W. Main Street	Address:	
City/State/Zip:	Owosso, MI 48867	City/State/Zip:	
Phone:	989-277-1553	Phone:	
Email:	<a href="mailto:josh.adams@ci.owosso.mi.us">josh.adams@ci.owosso.mi.us</a>	Email:	

Order Information: **REVISION 1 (Fountain Parking Lot Site)**

Shipping Method:

3rd Party Carrier

Product Name	Product Description	Qty	Total Price
CPE250-CMT-METRIC	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Metric Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-METRIC-RP	2	Included
CPE250C-CCS2-CHD	CP Express 250 Station (62.5 kW) - includes Express 250 Station, 2x power Modules. Includes software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW, Europe version	2	\$81,600.00
CPE250-CMTIMPERIAL	Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP	2	Included
CPCLD-COMMERCIAL DC-3	CPCLD-COMMERCIALDC-3 3yr Prepaid, DC, Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	2	\$2,820.00
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports, and alerts. One-time initial service per station.	2	\$698.00
CPEXPRESSSITEVALID	CPEXPRESSSITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To be used when the customer is using an O&M Partner or self-validating Channel Partner to install their stations. Note that a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPEXPRESS-SITEVALID is priced per power module.	4	\$1,200.00
EXPRESS-ASSURE 3	3yr prepaid Assure Plan priced per power module	4	\$22,200.00
INSTALLATION	Term <b>"Make-Ready"</b> = a) Any/all necessary electrical infrastructure required to operate charging stations and begin new installation of charging stations b) Any/all conduit wire to be pulled to proposed station location(s) c) Any/all concrete footing work with appropriate mounting Studs installed (Pattern provided by Future Energy) to be completed properly so that the stations can be mounted d) Any/all cellular repeaters installed as required. <b>EV Environment Set-Up</b> = Create/identify formal & designated charging area for Electrical Vehicles (EV) only. Services normally require unique signage (provided by customer), green parking space lines, "EV Letters" or equivalent stencil art in parking space in order to designate EV Charging Area. Any other specific requirements provided by customer and/or municipality. Installation Labor = Municipal Discount Applied. Station registration & Start-Up (Certified ChargePoint Technicians Only) Includes any/all seasonal surcharges.	1	\$39,365.00
CONCRETE REPAIR	Rip & Replace 432 Sq./ft of existing Walkway Concrete from Transformer to proposed EV Charger locations. Include ADA ramp conformance at approach/s.	1	\$4,633.00
INSTALL VALIDATION	ChargePoint Certified Technicians (MI Union Labor)	2	\$1,198.00
SALES TAX	Sales Tax	1	\$0.00



SUB TOTAL	Sub Total Before Incentives	1	\$153,714.00
SHIPPING AND HANDLING	Shipping and Handling	1	\$4,800.00
REBATE	POWERMIDRIVE Program Incentive	1	-\$70,000.00
REBATE	MEO Program Incentive	1	-\$44,257.00
		<b>SUB TOTAL:</b>	\$44,257.00
		Municipality Rebate:	(\$10,000.00)
		<b>TOTAL:</b>	<b>\$34,257.00</b>

Acceptance of Proposal:

- Payment Terms: Out of pocket TOTAL due upon acceptance of proposal
- All pricing is confidential between Customer and Future Energy.
- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- Credit Checks are required for new customers.
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for shipping and invoicing purposes.

All pricing is valid for 30 days only from the date of this proposal. Please fill out below and email to [sales@futureenergy.co](mailto:sales@futureenergy.co) or fax to 586.782.6440. Please include proposal number on Purchase Order.

I hereby accept the above prices, specifications and conditions as satisfactory and agree to pay on the above listed schedule. By signing this acceptance, I acknowledge that I have the authority to accept the terms of this agreement, including the full terms listed at <http://www.futureenergy.co/terms-and-conditions/> and have read those Terms and Conditions in full prior to signing. Installation Pricing Is based on Monday-Friday normal business hours. Site inspection needed prior to final proposal.

By signing this quote, I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Approved By: \_\_\_\_\_ Title: \_\_\_\_\_

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

## Loan Agreement & Amortization



**PROMISSORY NOTE**

\$34,257.00

Dated: \_\_\_\_\_  
At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$34,257.00), THE BALANCE OF A LOAN ISSUED in lawful money of the United States of America with interest thereon to be computed from October 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 84 monthly installments of \$452.65 each, commencing on NOVEMBER 1, 2020, and continuing on the same day of each succeeding MONTH thereafter until OCTOBER 1, 2027 when the final payment of outstanding principal and interest is due and payable. The attached amortization table shall become the required payment schedule from this date forward.

Notwithstanding anything to the contrary contained herein, at no time shall the interest payable be greater than the maximum permitted by law.

As to this note and all other instruments securing the indebtedness, the undersigned and any endorsers severally waive all applicable exemption rights, whether under the State Constitution, homestead laws or otherwise, and also severally waive valuation and appraisal, presentment, protest and demand, notice of protest demand and dishonor and nonpayment of this note, and expressly agree that the maturity of this note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the undersigned or said endorsers.

Any default in the payment of principal and/or interest required by this note or other instruments securing this note shall be a default hereunder entitling the holder to accelerate the indebtedness hereunder (notwithstanding any provisions contained in the evidence thereof to the contrary), exercise any one or more of the rights and remedies granted to the City of Owosso, Michigan. By execution of this agreement, the parties consent to venue in the County of Shiawassee, Michigan of any action brought to enforce the terms of this agreement or to collect any moneys due under it.

This note is to be construed according to the laws of the State of Michigan.

OWOSSO DOWNTOWN  
DEVELOPMENT AUTHORITY

CITY OF OWOSSO

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

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

ITS: \_\_\_\_\_

Christopher T. Eveleth

ITS: Mayor

# DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 34,257.00
Annual interest rate	3.00 %
Loan period in years	7
Number of payments per year	12
Start date of loan	10/1/20
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 452.65
Scheduled number of payments	84
Actual number of payments	84
Total early payments	\$ -
Total interest	\$ 3,765.43



Lender name: :Owosso Main Street/DDA

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	11/1/20	\$ 34,257.00	\$ 452.65	\$ -	\$ 452.65	\$ 367.01	\$ 85.64	\$ 33,889.99	\$ 85.64
2	12/1/20	33,889.99	452.65	-	452.65	367.92	84.72	33,522.07	170.37
3	1/1/21	33,522.07	452.65	-	452.65	368.84	83.81	33,153.23	254.17
4	2/1/21	33,153.23	452.65	-	452.65	369.76	82.88	32,783.46	337.06
5	3/1/21	32,783.46	452.65	-	452.65	370.69	81.96	32,412.77	419.01
6	4/1/21	32,412.77	452.65	-	452.65	371.62	81.03	32,041.16	500.05
7	5/1/21	32,041.16	452.65	-	452.65	372.55	80.10	31,668.61	580.15
8	6/1/21	31,668.61	452.65	-	452.65	373.48	79.17	31,295.14	659.32
9	7/1/21	31,295.14	452.65	-	452.65	374.41	78.24	30,920.73	737.56
10	8/1/21	30,920.73	452.65	-	452.65	375.35	77.30	30,545.38	814.86
11	9/1/21	30,545.38	452.65	-	452.65	376.28	76.36	30,169.10	891.22
12	10/1/21	30,169.10	452.65	-	452.65	377.23	75.42	29,791.87	966.65
13	11/1/21	29,791.87	452.65	-	452.65	378.17	74.48	29,413.70	1,041.13
14	12/1/21	29,413.70	452.65	-	452.65	379.11	73.53	29,034.59	1,114.66
15	1/1/22	29,034.59	452.65	-	452.65	380.06	72.59	28,654.53	1,187.25
16	2/1/22	28,654.53	452.65	-	452.65	381.01	71.64	28,273.51	1,258.88
17	3/1/22	28,273.51	452.65	-	452.65	381.96	70.68	27,891.55	1,329.57
18	4/1/22	27,891.55	452.65	-	452.65	382.92	69.73	27,508.63	1,399.30
19	5/1/22	27,508.63	452.65	-	452.65	383.88	68.77	27,124.76	1,468.07
20	6/1/22	27,124.76	452.65	-	452.65	384.84	67.81	26,739.92	1,535.88
21	7/1/22	26,739.92	452.65	-	452.65	385.80	66.85	26,354.12	1,602.73
22	8/1/22	26,354.12	452.65	-	452.65	386.76	65.89	25,967.36	1,668.61
23	9/1/22	25,967.36	452.65	-	452.65	387.73	64.92	25,579.63	1,733.53
24	10/1/22	25,579.63	452.65	-	452.65	388.70	63.95	25,190.93	1,797.48
25	11/1/22	25,190.93	452.65	-	452.65	389.67	62.98	24,801.26	1,860.46
26	12/1/22	24,801.26	452.65	-	452.65	390.64	62.00	24,410.61	1,922.46
27	1/1/23	24,410.61	452.65	-	452.65	391.62	61.03	24,018.99	1,983.49
28	2/1/23	24,018.99	452.65	-	452.65	392.60	60.05	23,626.39	2,043.54
29	3/1/23	23,626.39	452.65	-	452.65	393.58	59.07	23,232.81	2,102.60
30	4/1/23	23,232.81	452.65	-	452.65	394.57	58.08	22,838.24	2,160.68
31	5/1/23	22,838.24	452.65	-	452.65	395.55	57.10	22,442.69	2,217.78
32	6/1/23	22,442.69	452.65	-	452.65	396.54	56.11	22,046.15	2,273.89
33	7/1/23	22,046.15	452.65	-	452.65	397.53	55.12	21,648.62	2,329.00
34	8/1/23	21,648.62	452.65	-	452.65	398.53	54.12	21,250.09	2,383.12
35	9/1/23	21,250.09	452.65	-	452.65	399.52	53.13	20,850.57	2,436.25
36	10/1/23	20,850.57	452.65	-	452.65	400.52	52.13	20,450.05	2,488.38
37	11/1/23	20,450.05	452.65	-	452.65	401.52	51.13	20,048.52	2,539.50
38	12/1/23	20,048.52	452.65	-	452.65	402.53	50.12	19,646.00	2,589.62
39	1/1/24	19,646.00	452.65	-	452.65	403.53	49.11	19,242.46	2,638.74
40	2/1/24	19,242.46	452.65	-	452.65	404.54	48.11	18,837.92	2,686.84
41	3/1/24	18,837.92	452.65	-	452.65	405.55	47.09	18,432.37	2,733.94
42	4/1/24	18,432.37	452.65	-	452.65	406.57	46.08	18,025.80	2,780.02
43	5/1/24	18,025.80	452.65	-	452.65	407.58	45.06	17,618.22	2,825.08
44	6/1/24	17,618.22	452.65	-	452.65	408.60	44.05	17,209.62	2,869.13
45	7/1/24	17,209.62	452.65	-	452.65	409.62	43.02	16,799.99	2,912.15
46	8/1/24	16,799.99	452.65	-	452.65	410.65	42.00	16,389.34	2,954.15
47	9/1/24	16,389.34	452.65	-	452.65	411.67	40.97	15,977.67	2,995.13
48	10/1/24	15,977.67	452.65	-	452.65	412.70	39.94	15,564.97	3,035.07
49	11/1/24	15,564.97	452.65	-	452.65	413.74	38.91	15,151.23	3,073.98
50	12/1/24	15,151.23	452.65	-	452.65	414.77	37.88	14,736.46	3,111.86
51	1/1/25	14,736.46	452.65	-	452.65	415.81	36.84	14,320.65	3,148.70
52	2/1/25	14,320.65	452.65	-	452.65	416.85	35.80	13,903.81	3,184.50
53	3/1/25	13,903.81	452.65	-	452.65	417.89	34.76	13,485.92	3,219.26
54	4/1/25	13,485.92	452.65	-	452.65	418.93	33.71	13,066.98	3,252.98
55	5/1/25	13,066.98	452.65	-	452.65	419.98	32.67	12,647.00	3,285.65
56	6/1/25	12,647.00	452.65	-	452.65	421.03	31.62	12,225.97	3,317.26
57	7/1/25	12,225.97	452.65	-	452.65	422.08	30.56	11,803.89	3,347.83
58	8/1/25	11,803.89	452.65	-	452.65	423.14	29.51	11,380.75	3,377.34
59	9/1/25	11,380.75	452.65	-	452.65	424.20	28.45	10,956.56	3,405.79
60	10/1/25	10,956.56	452.65	-	452.65	425.26	27.39	10,531.30	3,433.18
61	11/1/25	10,531.30	452.65	-	452.65	426.32	26.33	10,104.98	3,459.51
62	12/1/25	10,104.98	452.65	-	452.65	427.39	25.26	9,677.59	3,484.77
63	1/1/26	9,677.59	452.65	-	452.65	428.45	24.19	9,249.14	3,508.97

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
64	2/1/26	9,249.14	452.65	-	452.65	429.53	23.12	8,819.62	3,532.09
65	3/1/26	8,819.62	452.65	-	452.65	430.60	22.05	8,389.02	3,554.14
66	4/1/26	8,389.02	452.65	-	452.65	431.68	20.97	7,957.34	3,575.11
67	5/1/26	7,957.34	452.65	-	452.65	432.75	19.89	7,524.59	3,595.00
68	6/1/26	7,524.59	452.65	-	452.65	433.84	18.81	7,090.75	3,613.81
69	7/1/26	7,090.75	452.65	-	452.65	434.92	17.73	6,655.83	3,631.54
70	8/1/26	6,655.83	452.65	-	452.65	436.01	16.64	6,219.82	3,648.18
71	9/1/26	6,219.82	452.65	-	452.65	437.10	15.55	5,782.72	3,663.73
72	10/1/26	5,782.72	452.65	-	452.65	438.19	14.46	5,344.53	3,678.19
73	11/1/26	5,344.53	452.65	-	452.65	439.29	13.36	4,905.24	3,691.55
74	12/1/26	4,905.24	452.65	-	452.65	440.38	12.26	4,464.86	3,703.81
75	1/1/27	4,464.86	452.65	-	452.65	441.49	11.16	4,023.37	3,714.97
76	2/1/27	4,023.37	452.65	-	452.65	442.59	10.06	3,580.78	3,725.03
77	3/1/27	3,580.78	452.65	-	452.65	443.70	8.95	3,137.09	3,733.98
78	4/1/27	3,137.09	452.65	-	452.65	444.81	7.84	2,692.28	3,741.83
79	5/1/27	2,692.28	452.65	-	452.65	445.92	6.73	2,246.36	3,748.56
80	6/1/27	2,246.36	452.65	-	452.65	447.03	5.62	1,799.33	3,754.17
81	7/1/27	1,799.33	452.65	-	452.65	448.15	4.50	1,351.18	3,758.67
82	8/1/27	1,351.18	452.65	-	452.65	449.27	3.38	901.91	3,762.05
83	9/1/27	901.91	452.65	-	452.65	450.39	2.25	451.52	3,764.30
84	10/1/27	451.52	452.65	-	451.52	450.39	1.13	0.00	3,765.43

## Supporting Documentation





# INTELLIGENT SOLUTIONS FOR A CONNECTED WORLD

CITY OF OWOSSO | AUGUST 2020





# MOBILITY

CITY OF OWOSSO | AUGUST 2020







FUTURE ENERGY IS THE EXCLUSIVE  
**TURN-KEY, FULL-SERVICE MOBILITY  
SOLUTION PROVIDER**

MOBILITY

# BUILDING THE NEW FUELING NETWORK



The electric vehicle charging stations market is projected to reach \$27.7 billion by 2027 from an estimated \$2.5 billion in 2019.

Representing the largest, most comprehensive EV charging network, our team of experts know EV charging in and out to connect you with the right solution for your business.

CHARGEPOINT   
PREMIER  
PARTNER





## MOBILITY

### General Overview:

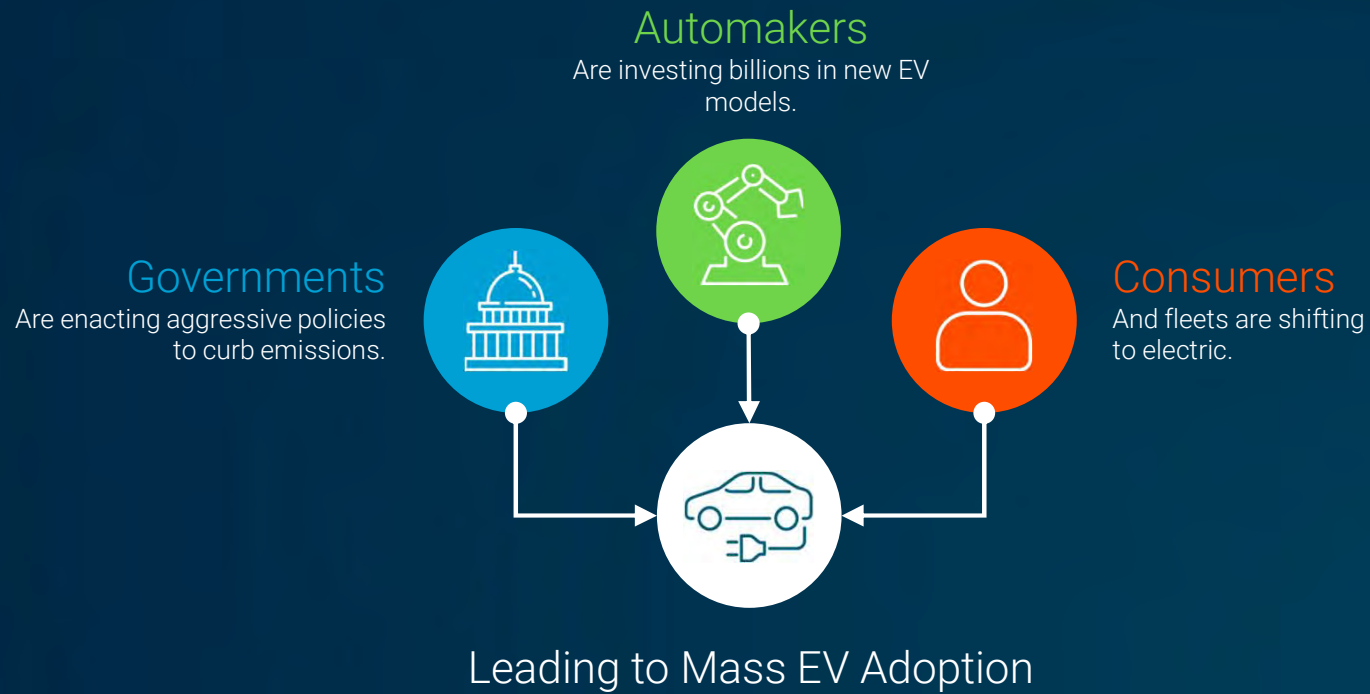
Site planning, installation and commissioning followed by exceptional ongoing support.

- + Mobile App Interface
- + Dashboard & Analytics
- + Wait List Reservations
- + Energy Management
- + Fleet Services
- + Access Control
- + Driver Data Services





## MULTILEVEL EV ADOPTION





THE REALITY

# THE FUTURE OF MOBILITY IS ELECTRIC

No major industry will change more over the next two decades than transportation.





## PIONEERING THE EV NETWORK

Future Energy is creating the new fueling network to move all people and goods on electricity.

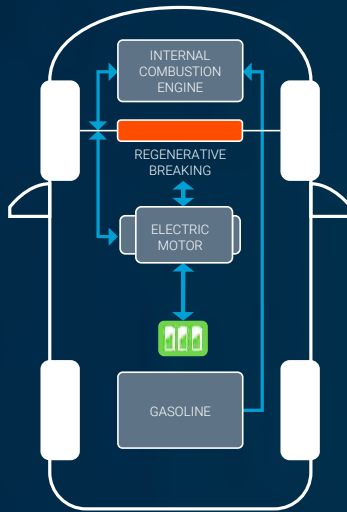




# ELECTRIC VEHICLES (EV) 101

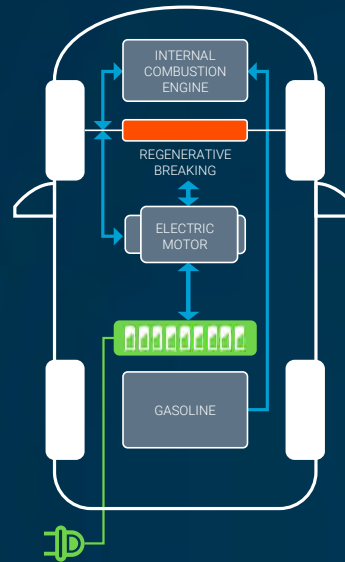
## Hybrid

HYBRID Vehicle - No EV charger required



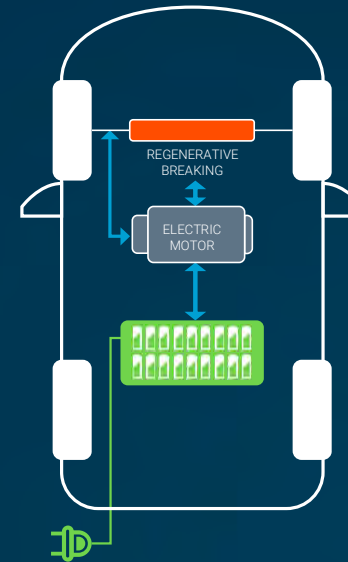
## Plug-In Hybrid

PHEV - Plug-In Hybrid Electric Vehicle



## Battery Electric

BEV - Battery Electric Vehicle (Full Electric)



Miles On Electric

Charge Time







## THE REALITY

# THERE WILL BE AN ADDITIONAL 900,000+ NEW EV VEHICLES

Registered in the U.S. over the next 2 years.







THE REALITY

WHEN IS THE **LAST TIME** YOU  
FILLED YOUR **GAS TANK**?





# TRADITIONAL GAS FUELING VS. CHARGING

## Gas: Depot Model

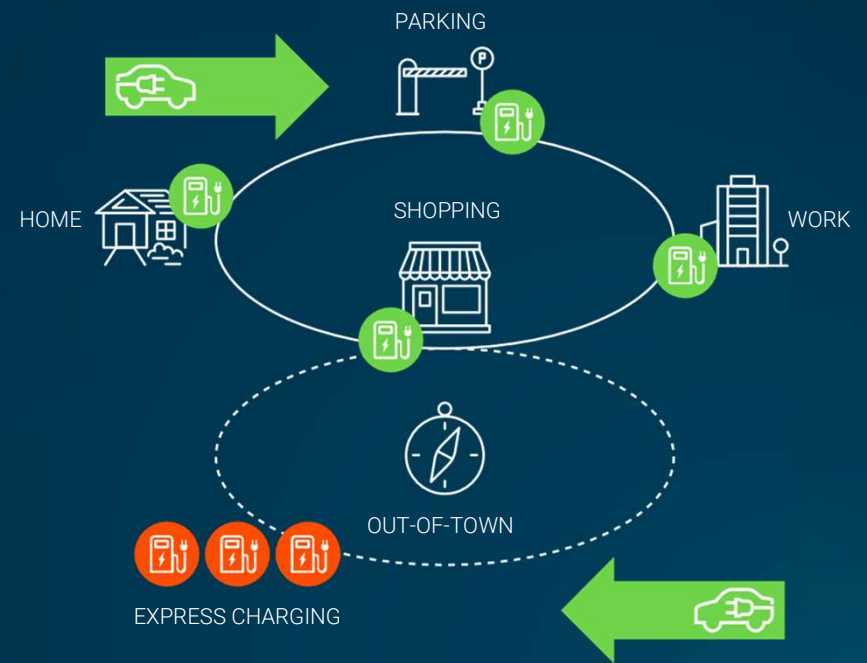
Gassing up once per week between destinations



VS

## Electric: Top-Off Model

Topping off 3 - 4 times per day while parking





# VALUE PROPOSITION

Reduce Expenses and Generate Direct & Indirect Income

Home



GAIN GREATER CONTROL & VISIBILITY

- + Track usage and expenses
- + Charge during off-peak hours
- + Achieve sustainability goals

Fleet



LOWER COST OF TRANSPORTATION

- + Meet government mandates and regulations
- + Reduce operating expenses with lower fueling and maintenance costs
- + Achieve sustainability goals
- + Proactively manage expenses
- + Manage power in a grid-friendly way

Workplace



ATTRACT & RETAIN TALENT

- + Increase employee satisfaction
- + Improve productivity
- + Achieve sustainability goals
- + Provide pricing controls to support your business goals

Multi-Family & Commercial



ATTRACT & RETAIN RESIDENTS & TENANTS

- + Increase average rent and property value
- + Provide valued amenity
- + Meet emerging state and city regulations
- + Achieve sustainability goals

Parking



ATTRACT NEW CUSTOMERS

- + Drive revenue
- + Provide differentiating amenity

Retail & Hospitality



INCREASE SALES

- + Attract new and repeat customers
- + Increase shopping time
- + Boost customer satisfaction
- + Achieve sustainability goals
- + Integrate with loyalty programs





## FUTURE ENERGY + CHARGEPOINT






Future Energy chose ChargePoint as the proven leader in the industry, fueling some of the biggest municipalities and corporations.





## EV CHARGING LEVELS SUMMARY



STATION TYPE	AMPERAGE	VOLTAGE	KILOWATTS	TYPICAL CHARGE TIME	CONNECTOR	PRIMARY USE
<b>LEVEL 1</b> AC Home Stations 	12–16 amps	120 V	1.3–1.9 kW	12–40 hours 2–5 miles RPH	J1772 connector	+ Backup charge + Some Home use
<b>LEVEL 2</b> AC Charging Stations 	6–80 amps	208 V or 240 V	Up to 7.2 kW	2–4 hours 10–30 miles RPH	J1772 connector	+ Park and charge + Residential, commercial and public charging
<b>LEVEL 3</b> DC Fast Charging Stations 	70–125 amps	208 V or 480 V	24–150+ kW	15–45 minutes 100–200 miles RPH	SAE Combo, Tesla, ChaDeMo connectors	+ Commercial, public + Charging while traveling long distances



# EV STATION CATEGORIES + USE SPECIFICATIONS



STATION TYPE		SPECS	PORTS / CONNECTORS (PLUGS) BY BRAND		
			ASIA (NISSAN, MITSU, KIA)	USA AND EURO (GM, FORD, BMW, MERCEDES, VW)	TESLA
<p><b>LEVEL 2</b> AC Charging Stations</p> 	<p>VEHICLES PER STATION + 2 Vehicles</p> <p>CHARGE SPEED + Maximum 25 RPH</p>	<p>SAE J1772</p> 			
<p><b>LEVEL 3</b> DC Fast Charging Stations</p> 	<p>VEHICLES PER STATION + 1 Vehicle</p> <p>CHARGE SPEED + 24 kW station 100 RPH + 50 kW station 200 RPH</p>	<p>CHAdEMO ~30 Minutes</p> 	<p>SAE Combo – CCS ~30 Minutes</p> 	<p>Tesla Supercharger ~20 - 40 Minutes</p> 	

\*RPH – Estimated miles of range per charge hour.





## BEST-IN-CLASS GLOBAL HARDWARE



### Residential & Commercial – AC



Home  
7 kW



CPF25  
7 kW



CT4000  
7 kW



### Commercial – DC



CPE250  
62.5 kW



Express Plus  
500 kW



\* Modular Approach: Simplifies service and repairs, minimizing down-time



# BEST-IN-CLASS APP FOR EV DRIVERS



## Access to Stations

## Tools for Drivers



### Find Available Stations

Real-time info and universal map



### See Station Pictures

User photos make finding stations easier



### Navigation

Seamless integration into iOS and Android maps



### Get Driver Tips

Arrive equipped with best practice advice from other drivers



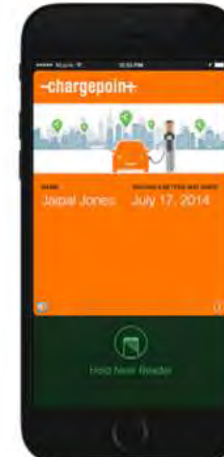
### Tap to Charge

Access station with phone (no physical card needed)



### Payment Sources

Compatible with Apple Pay, PayPal and credit cards







## BEST-IN-CLASS OVERVIEW DASHBOARD (NOS)

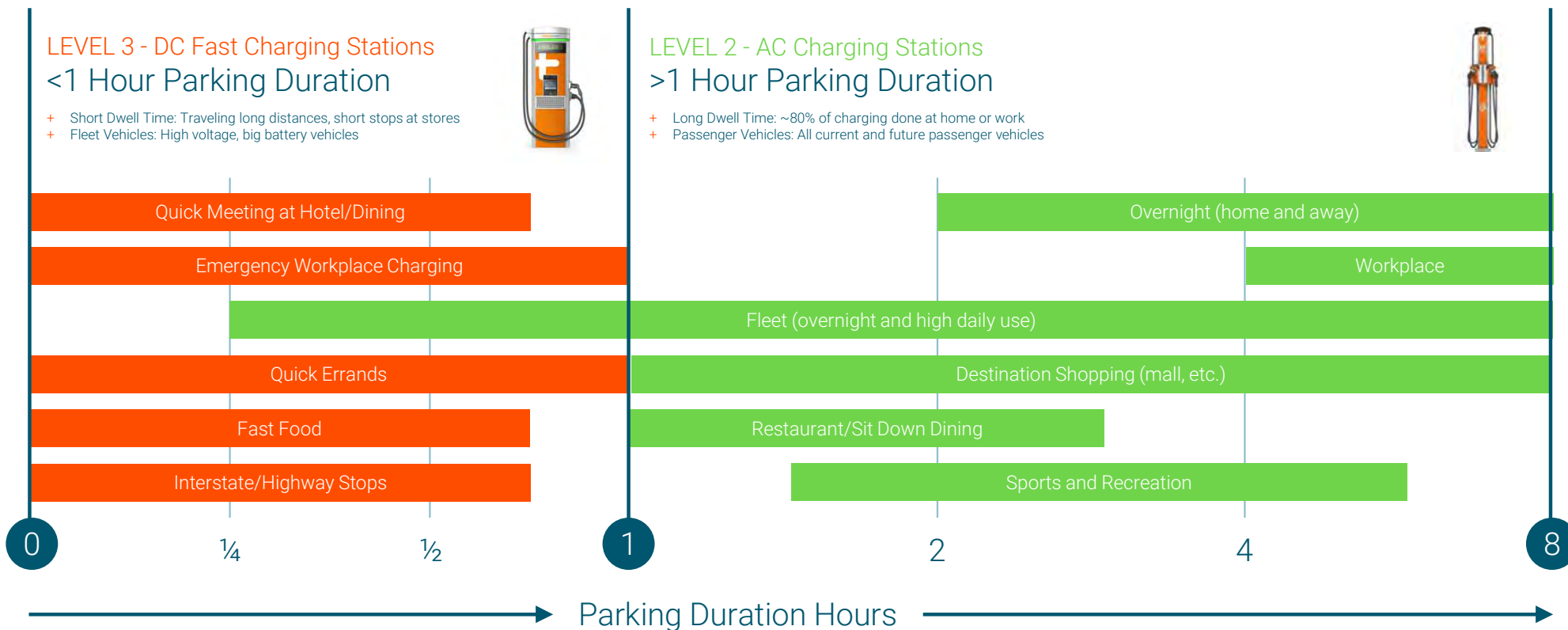


- + Resource Maximization
- + Ecosystem Integration
- + Operational Insights
- + Custom Configurations





# WHICH CHARGER DO I NEED?





# REBATES + INCENTIVES MAKE INVESTING MORE AFFORDABLE

We bring together the rebates and incentives to apply every penny available to your EV charging station investment and lead you through the entire process.





# CREATING YOUR EV ENVIRONMENT: SETUP + INSTALLATION





## OWOSSO RETURN ON INVESTMENT CALCULATION



### Overview

ChargePoint evaluated various payback scenarios for Owosso, Michigan. The biggest wild card in estimating payback is charger utilization. We looked at two scenarios to evaluate the sensitivity of the utilization vs. the payback to get an understanding of the risk profile of the investment.

The scenarios start at a projected level of charging session at one 20 minutes per day. Utilization can vary, so a second scenario of two session per day is provided at the end of the analysis. The analysis assumes that the investment is \$35,000.

### Assumptions

- Investment costs are \$35,000
- Consumers Energy utility rate with no demand charges
- The site will have Two (2), 62.5 kW DC fast charger
- The pricing policy set is \$0.35 per minute for charging
- Initial kWh dispensed to vehicles is 20kWh in model
- Utilization growth rates are based on 50% of the Navigant base case for vehicle growth and are capped at ~22%





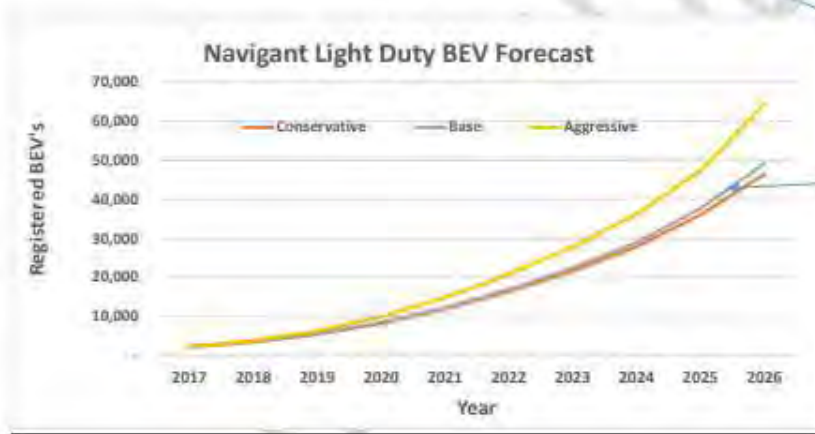


# OWOSSO RETURN ON INVESTMENT CALCULATION



## Model Output Summary

Upfront	2019 Utilization		5 Year Utilization and Yield				7 Year Utilization and Yield				10 Year Utilization and Yield			
	Initial Capital	Sessions/Day/Site	Sessions/Day/Port	Sessions/Day/Site	Sessions/Day/Port	NPV	IRR	Sessions/Day/Site	Sessions/Day/Port	NPV	IRR	Sessions/Day/Site	Sessions/Day/Port	NPV
\$ 35,000	1	0.5	8.5	4.3	\$ (14,082)	-12%	19.8	9.9	\$ 41,509	24%	19.8	9.9	\$ 136,689	37%
\$ 35,000	2	1.0	17.1	8.5	\$ 29,823	31%	19.8	9.9	\$ 97,965	50%	19.8	9.9	\$ 193,224	57%
\$ 35,000	3	1.5	19.8	9.9	\$ 60,563	58%	19.8	9.9	\$ 128,724	70%	19.8	9.9	\$ 223,963	74%
\$ 35,000	4	2.0	19.8	9.9	\$ 83,322	81%	19.8	9.9	\$ 151,483	89%	19.8	9.9	\$ 246,722	92%
\$ 35,000	5	2.5	19.8	9.9	\$ 95,529	101%	19.8	9.9	\$ 183,890	108%	19.8	9.9	\$ 258,929	109%
\$ 35,000	6	3.0	19.8	9.9	\$ 107,736	124%	19.8	9.9	\$ 175,898	130%	19.8	9.9	\$ 271,137	131%



Initial utilization is based on what we know about today's DCFC behavior. We initially modeled starting with 1 session per day.

1 Session = 20 min Charge

Utilization growth rate in model follows Navigant BEV Base Scenario growth rate discounted by 70% for first year capped at 50% of growth rate to be conservative.

50% growth rate reduction in model allows for market growth less than what Navigant is predicting and potential competition from other nearby chargers

Utilization per port is capped at around 22% per day as to ensure usage and availability numbers are realistic in later years





## YOUR TURN-KEY EV ENVIRONMENT SUPPLIER



As a certified full-service mobility supplier, Future Energy can support your Business, Municipality, Multifamily Development or Retail Collection with an extensive portfolio of mobility services including:



### Station Setup

Charging Stations – Sales, Installation and Set Up (Level 1,2 and DC Fast)



### Funding Support

Coordination of Federal and Local EV Incentive Programs (DTE Energy, Consumers Energy, MI Energy Office)



### Payment Options

Creative financing & Leasing Program



### Ongoing Support

Authorized ChargePoint Service, Maintenance & Station Upgrades



### EV Environments

Unique "EV Only" Parking signage, parking stripes, parking spot stencil/designations





*Manage What You Measure™*

FutureEnergy.co

O: 586.782.4000 | E: sales@futureenergy.co



### Questions:

Statement: On the loan application it states that the owners plan to invest \$9,000 for 3 years of service agreements.

Question: Who is making the investment?

Answer: OMS/DDA. The \$9,000.00 referenced above is already added within the cost proposal provided by Future Energy. After 3-years, OMS/DDA will be maintaining that service agreement to ensure the stations' maintenance, repairs, & upgrades. A combination of sponsorships and budgeted maintenance fund dollars will cover the cost.

Question: What is the 3-year service agreement for and what services does it cover?

Answer: It is for the ChargePoint Express Assure station maintenance and management; the details of what Express Assure covers can be found here:

- <https://chargepoint.ent.box.com/v/Assure-BR-EN-US>

Question: Is there a copy of the service agreement that can be reviewed?

Answer: A standard Express Assure contract will be provided to OMS/DDA for review and signature once we have agreed to proceed with the project.

Statement: In the email received on 11-12-2019 from PowerMIDRIVE they listed 3 providers:

ChargePoint  
Enel X  
Siemens

Question: Were quotes received from Enel X and Siemens?

Answer: No

Rationale for answer: Price was not the primary consideration because fast charger prices are market driven and therefore approximately the same. More importantly, Siemens only recently introduced a level 3 charger and Enel X does not yet build level 3 chargers. ChargePoint is the market leader in size (80% share) and technology leadership. Also, it is the only one that is vertically integrated (mapping app, transaction processing, etc.) so we get their marketing and fee collection as part of the project. Due to these specialized services & limited suppliers - ChargePoint was chosen. In addition, the rebate/grant program did not require other quotes.

Statement: In the February 5, 2020 OMS/DDA meeting minutes it was stated that “Users will not be charged a fee” and the location would be in the Public Safety Parking lot.

Statement: A memo dated 7-27-20 to Council said that OMS/DDA will use charging station revenue to reimburse the Revolving Loan Fund and the location will be Fountain Parking Lot.

Question: How will revenue be generated?

Answer: During early discussions (pre-COVID) both the idea of finding sponsors for the remaining installation costs & not charging for the use of the station were considered.

- *Regarding Free Service:* Since those initial discussions, it was discovered that there is a legal issue around the idea of offering “free charging” using electricity paid for by municipalities. Due to this new understanding, charging for use has to happen.
- *Regarding Sponsorships:* After COVID hit our country & local economy, the OMS/DDA Board decided not to initially approach businesses for sponsorships and use the RLF to help pay for the installation costs. Sponsorships are STILL in the plan to help pay for both repaying the proposed loan & helping pay for the yearly service fees.

Question: When was the location changed and why?

Answer:

- In the November 2019 application to Consumers Power, the location was the Fountain Lot. However, between November 2019 & January 2020 (when the grant was awarded) – The property owner of 216 W Main Street applied for & received a Consumers Power Grant to install a private, Level 2 EV station in the Fountain Lot. This station would have been a lesser grade station (NOT a DC Fast Charger). So during the February 2020 Board meeting a new location for the OMS/DDA EV station was discussed and the City Hall lot was chosen.
- Between February & June 2020 – The owner of 216 W Main Street made the decision not to install a charging station in the fountain lot area. (NOTE: I do not know the details, but I believe there was an issue with acquiring a parking spot with the city to place the station on – that is why they returned the grant).
- During the June 2020 Meeting, finding out that the private station would not be in that location, the board decided to go back to the original plan on putting the public station in the Fountain lot.

Statement: A memo dated July 27, 2020 to Council states “that during their June 3, 2020 Board Meeting, the OMS/DDA Board of Directors approved the loan for approval.

Question: Is there a copy of the June 3, 2020 OMS/DDA Board meeting minutes?

Answer: Yes (now on City website)

Statement: The June 3, 2020 OMS/DDA Board meeting minutes are not posted on the City Website

Statement: March 4, 2020 OMS/DDA Board meeting: Director Acton will cautiously investigate the opportunity for Owosso to be part of the initial wave of chargers that recognize its users.

Question: Was this investigated?

Answer: Yes (and Owosso will be part of the wave)

Statement: Jim Woodworth stated in his resignation from the OMS/DDA Board that finding the best location for the Electric Charge Stations was based on business owner feedback.

Question: Can business owner feedback information be shared?

Answer: We cannot speak for what Mr. Woodworth put in his resignation letter, but I can provide the information that we have acquired.

- During the summer of 2019 we had many conversations with tenants & property owners regarding the idea of an EV Charging Station for the downtown.
- Current tenant discussions included the Shiawassee Regional Chamber of Commerce (they were interested in having the station for their Memorial Healthcare tenants).
- A future technology tenant that will be located in the second floor of the 116 W Main Street Building has two employees that drive EVs
- Future development located around the Armory, the Mathews Building, the Middle School, and the City Club building can use the charging station as a tenant recruitment tool.

Statement: The ChargePoint website states that DC Fast Charging primary use is for Heavy Duty Fleet, High Traffic Areas Along Major Highways, Quick Stop Retail.

Statement: A fast charger is part of the Owosso OMS/DDA strategy to encourage visitors to the City of Owosso to observe and browse local businesses while their vehicle is parked and charging

Question: How will OMS/DDA market the DC Fast Charging station to encourage visitors to the City of Owosso to park, charge and browse local businesses?

Answer: In many ways, the marketing is built into the charging station elements. ChargePoint units are over 80% of the market of charging stations within the US. They provide a charging station app that guides EV users directly to the station. Also, because there are no other stations of this capacity anywhere in our county, this will automatically draw EV drivers to our area. Please note: the 440 DC Fast Charger we are proposing to install downtown is COMPLETELY different than any other charging station of a lesser grade (220 & 110 stations). The magnitude & quality of this station will entice drivers to Owosso.

Additionally, the 15-30-minute average charge time that the station will require, will allow us as a district to have a captive audience in that EV driver.

- Having a downtown map with business listings and a QR code/url address leading to the downtown website where a customized “downtown experiences”/tours could be added to the signage;
  - A downtown wayfinding sign could hold the information for visitors to view.

- Future website buildouts will include maps & shopping options that can be viewed from the driver's phone.

Statement: Jim Woodworth stated in his email resignation from the OMS/DDA Board that *"Council had an amazing opportunity to validate and encourage the work of OMS/DDA while helping create significant boost to our local economy by attracting tourists, talent and new businesses to our area"*

Question: How will having an DC Electric Vehicle Fast Charging station bring tourist, talent, and new businesses to our area?

Answer: We cannot speak for what Mr. Woodworth put in his resignation letter, but I can provide the information that we have acquired.

- Per product announcements by all vehicle manufacturers, eventually all vehicles will be electric powered; therefore, level 1, level 2, and level 3 charging will be a requirement for tourists, talent, and new businesses – this has already occurred in Owosso (new pastor asked for a level 2 charging station as a condition of employment)
- First, Owosso will be the ONLY community between Flint & Lansing that will have a charging station of this kind. Again, Please note: the 440 DC Fast Charger we are proposing to install downtown is COMPLETELY different than any other charging station of a lesser grade (220 & 110 stations). The magnitude & quality of this station will entice drivers to Owosso.
- Many of future residents, business tenants, and customers will desire this type of technology where they live, work, & play. Owosso has the opportunity to be the FIRST community our size to offer this type of station in our region.

Statement: On the PowerMIDRIVE Program Terms and Conditions it states there is a commitment to provide digital and/or physical signage to allow for easy identification of Level 2 public charger locations by users.

Question: How will this be accomplished?

Question: What will be the cost and who will be funding the signage?

Answers: The signage is included on the digital display on the charger (note: we have a level 3 charger)

Both digital & physical signage will be installed for identification:

- The station will be highlighted on the downtown website – showing its location downtown. OMS/DDA is undergoing a significant expansion/update of its website and this will be added to the scope of work. OMS/DDA will be paying for it.
- OMS/DDA is already planning the installation of better, more visible parking-lot timeframe signage for each lot downtown. Additional signage for the EV station will be added to this list – OMS/DDA will be paying for all of this signage.
- Also, OMS/DDA has additional Wayfinding signage that could be used for additional identification signage for the EV Station if the Streetscape Sub-Committee Approves. This would cost less than \$200 to install.

Question: What will be the cost and who will be funding the signage?

Answer: the signage is included on the charger display

Statement: Per ChargePoint website time to charge is 15-45 minutes to charge from 0 to 80% depending on Charging Station and Vehicle

Question: How will parking be monitored?

Question: Who will be responsible on monitor parking time?

Answer:

- This is all done digitally through the station. Even the tracking of fees is monitored through the application & station programming.
- We will also work with public safety to ensure the spaces stay clear.
- Add-on sensors can be installed that can monitor the spaces remotely

Question: What is the cost to operate the Electric Charging Station?

Answer: Electricity cost at standard rates

Question: If there is no activity is there still a cost to operate?

Answer: No. It's no different than a streetlight.

Question: If there is a fee charged to use the Electric Charging Station how will that be determined?

Answer: OMS/DDA will determine the fee using national average data which we will have access to.

Question: Who will be doing all the work on site?

Question: Will it be Consumers or private contractor?

Question: How will business in the area be informed before the work starts and, during installation?

Answer: Consumers Energy will support us with the Transformer access in the parking lot and our Certified ChargePoint Contractors will be doing the actual station installation. Our project team will get involved once you are approved and we will provide a construction timeline detailing the start/end dates. Once the timeline is issued, the ED will visit businesses & property owners

Question: Who will be responsible to overseeing installation?

Answer: OMS/DDA Board charging station subcommittee to be named upon project approval and the Future Energy project manager (Jerry DiNello)

Question: If the Electric Charging station does not bring in the Revenue how will the loan of \$34,257.00 be paid?

Answer: The original intent, from the beginning, OMS/DDA has planned for yearly advertising sponsorships to help pay for the loan. In addition, if needed, OMS will include monthly loan payments to be added their annual budget.

Question: Will there be data available on a daily, monthly, yearly basic of usage as well as owner vehicle information?

Answer: Yes, this will all be provided as digital files & dashboard provided by ChargePoint.

Question: Will the Electric Charging station have an overhead covering?

Answer: No

Question: Will there be advertising & sponsorship opportunities at charging location?

Answer: Yes, we answered this in above answers. OMS/DDA will be in charge of all advertising & sponsorship opportunities.

Question: If so, who will be responsible for seeking these opportunities?

Answer: The OMS/DDA Promotion and Organization Committee

# ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure® is the most comprehensive EV station maintenance and management program. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. Assure is so much more than a warranty. It is the most comprehensive EV station maintenance and management program. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

## What Does Assure Include?

### Stay on Top of Operations with Proactive Monitoring

- + Find out about problems before your drivers do with remote monitoring
- + Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- + Keep your stations up and running with proactive troubleshooting and dispatch services
- + Fix problems with on-site labor that ChargePoint dispatches and manages
- + Call us during business hours (5 AM – 6 PM Pacific) for expert support

### Count On a Fast Fix with One-Business-Day Response Time

- + We respond to all issues within one business day
- + ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- + U.S.– based support specialists coordinate all repairs

### Rest Easy with the Industry's Leading Parts and Labor Warranty

- + We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- + We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

### Optimize with Expert Advice and Unlimited Changes

- + U.S.–based EV charging experts advise you on best practices for station configuration and management in your region and industry
- + Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior



### Get a Glimpse into Driver Behavior with Robust Reporting

- + See how your stations are being used in an easy-to-read format with monthly summaries
- + Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- + Compare your station use with organizations like yours

### What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

### Station Maintenance Options

Maintenance Option	Parts Only Warranty	Assure
Availability	One year included for free on all stations installed by a ChargePoint certified installer*	Available for purchase for up to five years. Stations must be installed and validated by a ChargePoint certified installer.
Parts Covered	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report		Included
Detailed Quarterly Report		Included
Uptime Guarantee		98% with non-performance penalty
Proactive Monitoring		Included
Service Level Agreement		1 business day response time 1 business day from parts arrival for on-labor
Labor Coverage		Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration		Included

\* Installations not performed by a ChargePoint certified installer are not covered under warranty.

## Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE $n^1$
Assure for Express Family	EXPRESS-ASSURE $n^1$
Assure for CPF	CPF-ASSURE $n^1$

<sup>1</sup>Substitute  $n$  for desired years of service (1, 2, 3, 4 or 5 years).

## Companion Service

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Stations Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID



ChargePoint, Inc.  
240 East Hacienda Avenue  
Campbell, CA 95008-6617 USA  
  
+1.408.841.4500 or  
+1.877.370.3802 US and Canada toll-free  
  
chargepoint.com

### Contact Us

Visit [chargepoint.com](https://www.chargepoint.com)  
Call +1.408.705.1992  
Email [sales@chargepoint.com](mailto:sales@chargepoint.com)

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July 28, 2020

## Michigan Municipal League Annual Meeting Notice

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

Dear Official:

The Michigan Municipal League Annual Convention will be held as an online virtual conference September 29 - October 2, 2020. The League's "Annual Meeting" is scheduled for 3:00 pm on Tuesday, September 29. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 28, 2020.

3. Other Business. To transact such other business as may properly come before the meeting.

### Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 28, 2020.

**Voting Delegates must have access to a computer with reliable internet connection and a smartphone. Delegates will be sent login information and instructions the week of Convention.**

We love where you live.



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

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

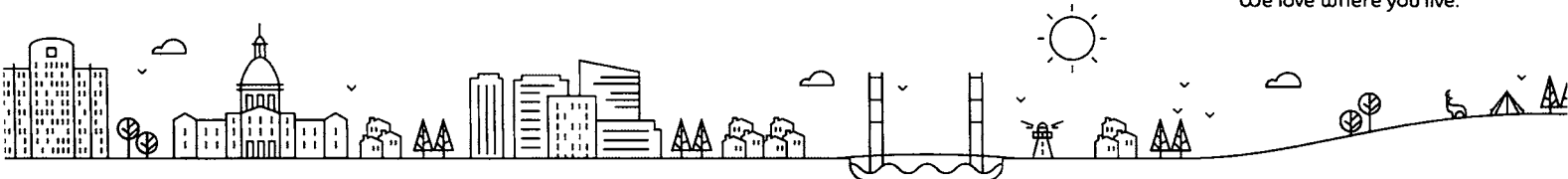
1. Election of Trustees

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

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus the deadline this year for the League to receive resolutions is **August 28, 2020**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

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



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

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

The Board of Trustees will meet on Tuesday, September 29 for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

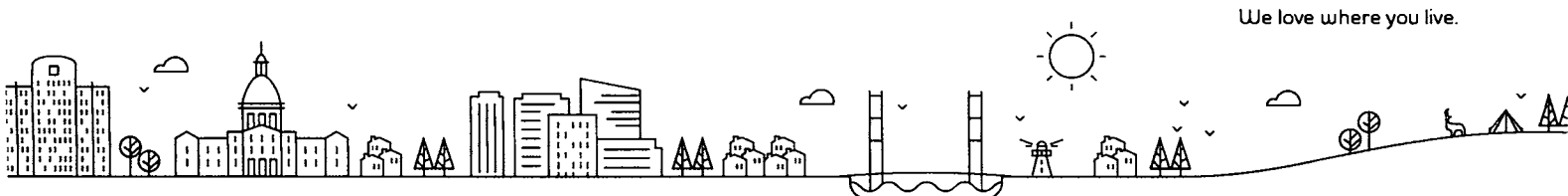
Sincerely,



Brenda F. Moore  
President  
Mayor Pro Tem, City of Saginaw



Daniel P. Gilmartin  
Executive Director & CEO



**From:** [Chris Eveleth](#)  
**To:** [Amy K. Kirkland](#)  
**Subject:** Fwd: Owosso DDA/Main Street  
**Date:** Thursday, August 6, 2020 9:23:03 AM

---

## Resignation

----- Forwarded message -----

**From:** **James Woodworth** <[jharrisonwoodworth@gmail.com](mailto:jharrisonwoodworth@gmail.com)>  
**Date:** Wed, Aug 5, 2020 at 7:35 AM  
**Subject:** Owosso DDA/Main Street  
**To:** <[christopher.eveleth@ci.owosso.mi.us](mailto:christopher.eveleth@ci.owosso.mi.us)>  
**CC:** Owosso Mainstreet <[downtownowosso@gmail.com](mailto:downtownowosso@gmail.com)>, Christopher Eveleth <[chriseveleth@gmail.com](mailto:chriseveleth@gmail.com)>

We have an amazing group of diverse business owners and advocates whose sole mission is to support and grow our Downtown.

Among many recent accomplishments, I am especially proud of the work our board and Executive Director has done the last 10 months investigating different EV charging stations, finding the best location based on business owner feedback, and securing nearly \$160,000 in grant money to cover over 80% of the costs to install a premier station in our Downtown!

Council had an amazing opportunity to validate and encourage the work of the DDA while helping create a significant boost to our local economy by attracting tourists, talent, and new businesses to our area. Aside from a public "thank you", there should have been no need for further discussion prior to a vote.

I sincerely hope Council can quickly do the necessary homework needed to ensure this project comes to fruition. I will be cheering it on from the sidelines going forward. Please accept my resignation from the DDA board effective immediately.

My decision to resign is not a lack of faith or criticism in our Executive Director or our board. I have full faith Josh and our team will continue to implement and execute strategies that are good for our downtown business environment.

**From: Building Department**  
**To: Owosso City Council**  
**Report Month: July 2020**

Category	Estimated Cost	Permit Fee	Number of Permits
ABOVE GROUND POOL	\$0	\$50	1
ACCESSORY STRUCTURES	\$0	\$150	3
APARTMENTS - ADD & ALT	\$3,800	\$175	1
COMMERCIAL NEW CONSTRUCTION	\$31,381,388	\$211,326	2
DECK	\$5,000	\$300	3
DEMOLITION	\$0	\$0	1
Electrical	\$0	\$2,808	22
FENCE	\$0	\$240	3
GARAGE, DETACHED	\$78,800	\$1,670	4
Mechanical	\$0	\$2,990	21
NON-RES. ADD/ALTER/REPAIR	\$11,550	\$340	1
Plumbing	\$0	\$1,270	4
PORCH	\$5,000	\$345	4
RES. ADD/ALTER/REPAIR	\$22,800	\$555	4
ROOF	\$163,911	\$2,390	13
ROW-ENG	\$0	\$210	7
ROW-SIDEWALK OCCUPANCY	\$0	\$0	1
ROW-UTILITY	\$0	\$300	10
SIDING	\$24,521	\$80	1
SIGN	\$0	\$144	2
SOLAR PANELS	\$83,464	\$985	1
VACANT PROPERTY REGISTRATION	\$0	\$100	1
WINDOWS	\$19,730	\$400	5
<b>Totals</b>	<b>\$31,799,964</b>	<b>\$226,828</b>	<b>115</b>

**2019 COMPARISON TOTALS**

<b>July 2019 Totals</b>	<b>\$412,362</b>	<b>\$15,861</b>	<b>90</b>
		<b>BUILDING PERMITS ONLY</b>	<b>- 52</b>



**Code Enforcement Activity**  
**JULY 2020**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
<b><u>ACCESSORY STRUCTURES</u></b>								
ENF 20-0433	729 LINGLE AV	INSPECTED PROPERTY	CLOSED	07/01/2020	08/05/2020		08/05/2020	N
ENF 20-0494	515 GLENWOOD AV	LETTER SENT	CONTACT WITH RENTER	07/16/2020	07/27/2020	08/20/2020		Y
ENF 20-0554	208 N LANSING ST	COMPLAINT LOGGED	LETTER SENT	07/29/2020	07/29/2020	08/27/2020		N
				<b>Total Entries</b>	<b>3</b>			
<b><u>ANIMALS</u></b>								
ENF 20-0449	812 E COMSTOCK ST	INSPECTED PROPERTY	TICKET ISSUED	07/07/2020	07/07/2020		07/27/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b><u>AUTO REP/JUNK VEH</u></b>								
ENF 20-0186	515 GLENWOOD AV	CONTACT WITH OCCUPANT	CLOSED	05/12/2020	06/22/2020		07/08/2020	Y
ENF 20-0282	712 N BALL ST	CONTACT WITH OWNER	CLOSED	06/03/2020	06/03/2020		07/07/2020	N
ENF 20-0358	402 S CHIPMAN ST	INSPECTED PROPERTY	CLOSED	06/17/2020	06/17/2020		07/31/2020	N
ENF 20-0363	916 MILWAUKEE ST	LETTER SENT	COMPLIED	06/18/2020	06/24/2020		06/30/2020	Y
ENF 20-0386	607 FLETCHER ST	LETTER SENT	COMPLIED	06/23/2020	06/23/2020		06/30/2020	N
ENF 20-0387	108 N ELM ST	LETTER SENT	CLOSED	06/23/2020	06/24/2020		07/07/2020	Y
ENF 20-0392	546 RYAN ST	LETTER SENT	CLOSED	06/24/2020	06/24/2020		07/09/2020	Y
ENF 20-0398	509 MILWAUKEE ST	LETTER SENT	CLOSED	06/25/2020	06/25/2020		07/09/2020	Y
ENF 20-0400	1007 S SHIAWASSEE ST	LETTER SENT	CLOSED	06/25/2020	06/25/2020		07/08/2020	N
ENF 20-0403	725 N DEWEY ST	LETTER SENT	CLOSED	06/25/2020	06/25/2020		07/22/2020	N
ENF 20-0406	918 E MASON ST	CONTACT WITH OCCUPANT	CLOSED	06/29/2020	06/29/2020		07/24/2020	Y
ENF 20-0410	404 N DEWEY ST	CONTACT WITH OWNER	NO VIOLATION	06/29/2020	06/29/2020		07/07/2020	N
ENF 20-0413	719 LINGLE AV	COMPLAINT LOGGED	CLOSED	06/29/2020	06/29/2020		07/09/2020	N

Code Enforcement Activity

JULY 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0417	515 S PARK ST	LETTER SENT	CLOSED	06/30/2020	06/30/2020		07/15/2020	COMM
ENF 20-0443	910 CORUNNA AV	LETTER SENT	LETTER SENT	07/06/2020	07/06/2020		07/16/2020	Y
ENF 20-0445	214 CORUNNA AV	CONTACT WITH OCCUPANT	EXTENSION GRANTED	07/06/2020	07/21/2020	08/31/2020		Y
ENF 20-0446	913 NAFUS ST	LETTER SENT	CLOSED	07/06/2020	07/06/2020		07/22/2020	Y
ENF 20-0453	316 OAKWOOD AV	LETTER SENT	CLOSED	07/07/2020	07/07/2020		07/21/2020	Y
ENF 20-0465	643 N HICKORY ST	INSPECTED PROPERTY	CLOSED	07/09/2020	07/09/2020		07/22/2020	N
ENF 20-0477	440 E HOWARD ST	CONTACT WITH OCCUPANT	CLOSED	07/14/2020	07/14/2020		07/23/2020	Y
ENF 20-0481	1114 S CHIPMAN ST	COMPLAINT LOGGED	CLOSED	07/15/2020	07/16/2020		07/16/2020	N
ENF 20-0492	1210 CORUNNA AVE	COMPLAINT LOGGED	TICKET ISSUED	07/16/2020	07/16/2020		07/16/2020	COMM
ENF 20-0493	715 N BALL ST	INSPECTED PROPERTY	TICKET ISSUED	07/16/2020	07/16/2020		07/23/2020	N
ENF 20-0509	1017 ISHAM ST	CONTACT WITH OWNER	EXTENSION GRANTED	07/21/2020	08/03/2020	08/19/2020		N
ENF 20-0510	1521 HENRY ST	LETTER SENT	CLOSED	07/21/2020	07/22/2020		08/03/2020	Y
ENF 20-0527	725 N DEWEY ST	LETTER SENT	INSPECTION PENDING	07/23/2020	07/23/2020	08/24/2020		N
ENF 20-0529	209 S LANSING ST	CONTACT WITH OCCUPANT	EXTENSION GRANTED	07/23/2020	07/23/2020	08/18/2020		Y

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**Total Entries            27**

**BUILDING VIOL**

ENF 20-0154	326 S DEWEY ST	FINAL NOTICE SENT	REF TO CITY ATTY	03/09/2020	07/07/2020	08/13/2020		VAC
ENF 20-0506	210 CARMODY ST	CONTACT WITH OWNER	CLOSED	07/21/2020	07/21/2020		07/24/2020	N
ENF 20-0522	425 HAMBLIN ST	COMPLAINT LOGGED	LETTER SENT	07/22/2020	07/22/2020	08/24/2020		VAC
ENF 20-0552	201 W MAIN ST	COMPLAINT LOGGED	LETTER SENT	07/28/2020	07/30/2020	09/03/2020		COMM

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**Total Entries            4**

**BUSHES-SIDEWALK VISIBILITY**

Code Enforcement Activity

JULY 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0383	546 RYAN ST	LETTER SENT	CLOSED	06/23/2020	06/24/2020		07/09/2020	N
ENF 20-0393	540 RYAN ST	LETTER SENT	CLOSED	06/24/2020	06/24/2020		07/09/2020	N
ENF 20-0519	307 S SHIAWASSEE ST	COMPLAINT LOGGED	LETTER SENT	07/22/2020	08/03/2020	08/11/2020		N
				<b>Total Entries</b>	<b>3</b>			
<b>DEMOLITION</b>								
ENF 20-0478	1332 N WATER ST	CONTACT WITH OWNER	CLOSED	07/14/2020	07/15/2020		08/03/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b>DRAIN ISSUES</b>								
ENF 20-0391	739 N SAGINAW ST	CONTACT WITH OWNER	CLOSED	06/23/2020	06/24/2020		07/20/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b>DUMPSTER VIOLATIONS</b>								
ENF 20-0456	1007 S SHIAWASSEE ST	COMPLAINT LOGGED	CLOSED	07/08/2020	07/08/2020		07/08/2020	N
				<b>Total Entries</b>	<b>1</b>			
<b>EXTERIOR PAINT/SIDING</b>								
ENF 20-0100	328 STATE ST	COMPLAINT LOGGED	LETTER SENT	02/13/2020	02/13/2020	08/12/2020		N
				<b>Total Entries</b>	<b>1</b>			
<b>FENCE VIOLATION</b>								
ENF 20-0516	309 GOODHUE ST	CONTACT WITH OWNER	PENDING PERMIT APPLICATION	07/22/2020	08/05/2020	08/19/2020		N
				<b>Total Entries</b>	<b>1</b>			
<b>FRONT YARD PARKING</b>								
ENF 20-0515	825 E EXCHANGE ST	LETTER SENT	CLOSED	07/22/2020	07/22/2020		07/30/2020	Y
				<b>Total Entries</b>	<b>1</b>			
<b>FURNITURE OUTSIDE</b>								
ENF 20-0444	925 S BALL ST	COMPLAINT LOGGED	LETTER SENT	07/06/2020	07/06/2020	08/17/2020		Y

**Code Enforcement Activity**  
**JULY 2020**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0485	702 GLENWOOD AVE	LETTER SENT	CLOSED	07/15/2020	07/15/2020		07/23/2020	N
<b>Total Entries</b>				<b>2</b>				
<b><u>GARBAGE &amp; DEBRIS</u></b>								
ENF 20-0161	402 HUGGINS ST	2ND NOTICE SENT	FINAL NOTICE	03/11/2020	08/04/2020	08/11/2020		N
ENF 20-0229	1619 LYNN ST	LETTER SENT	CLOSED	05/21/2020	05/21/2020		06/01/2020	Y
ENF 20-0251	1011 W MAIN ST	CONTACT WITH OWNER	CLOSED	05/27/2020	05/27/2020		06/09/2020	COMM
ENF 20-0299	617 N WATER ST	CONTACT WITH OWNER	CLOSED	06/08/2020	06/30/2020		07/08/2020	Y
ENF 20-0342	1217 ORCHARD ST	LETTER SENT	COMPLIED	06/12/2020	06/16/2020		06/30/2020	N
ENF 20-0378	1100 CLYDE ST	LETTER SENT	CLOSED	06/22/2020	06/22/2020		07/07/2020	N
ENF 20-0419	303 N CEDAR ST	LETTER SENT	CLOSED	06/30/2020	06/30/2020		07/15/2020	Y
ENF 20-0424	652 ADAMS ST	LETTER SENT	CLOSED	06/30/2020	06/30/2020		07/09/2020	N
ENF 20-0431	501 S SHIAWASSEE ST	LETTER SENT	CLOSED	07/01/2020	07/01/2020		07/13/2020	COMM
ENF 20-0432	1218 S SHIAWASSEE ST	COMPLAINT LOGGED	REF TO CITY ATTY	07/01/2020	07/14/2020	08/20/2020		VAC
ENF 20-0440	824 S PARK ST	LETTER SENT	COMPLIED	07/06/2020	07/06/2020		07/20/2020	Y
ENF 20-0450	709 CLINTON ST	CONTACT WITH OCCUPANT	EXTENSION GRANTED	07/07/2020	07/13/2020	09/02/2020		Y
ENF 20-0451	206 CORUNNA AV	CONTACT WITH BUSINESS	LETTER SENT	07/07/2020	08/06/2020	08/20/2020		COMM
ENF 20-0452	975 CENTER ST	INSPECTED PROPERTY	COMPLIED	07/07/2020	08/06/2020		08/06/2020	N
ENF 20-0455	847 BROADWAY AV	CONTACT WITH OWNER	CLOSED	07/07/2020	07/07/2020		07/21/2020	Y
ENF 20-0461	754 WOODLAWN AV	COMPLAINT LOGGED	CLOSED	07/08/2020	07/08/2020		07/21/2020	Y
ENF 20-0462	318 W KING ST	CONTACT WITH OWNER	CLOSED	07/08/2020	07/08/2020		07/09/2020	YES
ENF 20-0532	414 HUGGINS ST	LETTER SENT	CLOSED	07/23/2020	07/24/2020		07/28/2020	Y
ENF 20-0547	713 S PARK ST	CONTACT WITH PROPERTY MANAGER	CLOSED	07/28/2020	07/28/2020		07/31/2020	Y

**Code Enforcement Activity**  
**JULY 2020**

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0549	853 GRAND AV	CONTACT WITH OCCUPANT	INSPECTION PENDING	07/28/2020	08/03/2020	08/12/2020		Y
ENF 20-0561	1003 RYAN ST	LETTER SENT	CONTACT WITH RENTER	07/30/2020	07/31/2020	08/13/2020		Y
ENF 20-0567	421 HURON ST	COMPLAINT LOGGED	LETTER SENT	07/31/2020	07/31/2020	08/17/2020		Y

**Total Entries      22**

**GARBAGE CANS**

ENF 20-0365	609 E OLIVER ST	LETTER SENT	TICKET ISSUED	06/18/2020	06/22/2020		07/14/2020	Y
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**Total Entries      1**

**GARBAGE/JUNK IN ROW**

ENF 20-0414	924 PINE ST	LETTER SENT	CLOSED	06/29/2020	06/29/2020		07/09/2020	N
ENF 20-0415	502 JENNETT ST	LETTER SENT	CLOSED	06/29/2020	06/29/2020		07/09/2020	N
ENF 20-0428	910 E MAIN ST STE A	ON SITE INSPECTION COMPLAINT LOGGED	COMPLIED	06/30/2020	06/30/2020		07/23/2020	COMM
ENF 20-0441	805 S PARK ST	LETTER SENT	COMPLIED	07/06/2020	07/06/2020		07/20/2020	Y
ENF 20-0442	719 FRAZER AV	LETTER SENT	COMPLIED	07/06/2020	07/06/2020		07/20/2020	Y
ENF 20-0470	620 PINE ST	LETTER SENT	CLOSED	07/13/2020	07/13/2020		07/23/2020	N
ENF 20-0503	317 E MASON ST	CONTACT WITH OWNER	COMPLIED	07/20/2020	07/20/2020		07/27/2020	Y
ENF 20-0533	500 E EXCHANGE ST	INSPECTED PROPERTY	REF TO DPW	07/24/2020	08/04/2020		08/05/2020	N
ENF 20-0534	918 E MASON ST	INSPECTED PROPERTY	REF TO DPW	07/24/2020	08/04/2020		08/05/2020	Y
ENF 20-0538	1017 N DEWEY ST	INSPECTED PROPERTY	REF TO DPW	07/24/2020	08/04/2020		08/05/2020	N
ENF 20-0541	806 W OLIVER ST	LETTER SENT	COMPLIED	07/24/2020	07/31/2020		08/06/2020	N

**Total Entries      11**

**HEALTH & SAFETY**

08/06/20

**Code Enforcement Activity**  
**JULY 2020**

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Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0457	503 STATE ST	COMPLAINT LOGGED	LETTER SENT	07/08/2020	07/08/2020	09/08/2020		IND
<b>Total Entries</b>				<b>1</b>				
<b><u>HOUSE FIRE</u></b>								
ENF 20-0467	508 BRADLEY ST	COMPLAINT LGOGED	PENDING PERMIT APPLICATION	07/09/2020	07/09/2020	08/26/2020		Y
<b>Total Entries</b>				<b>1</b>				
<b><u>IMMINENT DANGER OF STRUCTURE</u></b>								
ENF 20-0488	300 W MAIN ST	CONTACT WITH OWNER	INSPECTED PROPERTY	07/15/2020	07/20/2020	08/20/2020		COMM
<b>Total Entries</b>				<b>1</b>				
<b><u>LAWN MAINTENANCE</u></b>								
ENF 20-0211	1260 ADAMS ST	WO SUBMITTED	REF TO DPW	05/18/2020	07/24/2020	08/13/2020		VAC
ENF 20-0213	316 OAKWOOD AV	COMPLAINT LOGGED	CLOSED	05/18/2020	05/18/2020		07/07/2020	Y
ENF 20-0240	755 DIVISION ST	INSPECTED PROPERTY	CLOSED	05/26/2020	07/07/2020		07/08/2020	N
ENF 20-0293	503 E EXCHANGE ST	LETTER SENT	CLOSED	06/04/2020	06/04/2020		06/17/2020	N
ENF 20-0357	834 E COMSTOCK ST	COMPLAINT LOGGED	CLOSED	06/17/2020	06/17/2020		07/02/2020	Y
ENF 20-0362	813 BRADLEY ST	LETTER SENT	COMPLIED	06/18/2020	06/24/2020		06/30/2020	N
ENF 20-0368	302 MONROE ST	LETTER SENT	COMPLIED	06/22/2020	06/22/2020		06/30/2020	N
ENF 20-0373	318 W KING ST	LETTER SENT	COMPLIED	06/22/2020	06/22/2020		06/30/2020	Y
ENF 20-0374	900 ADA ST	RE-OPENED ENF	REF TO DPW	06/22/2020	07/22/2020	08/12/2020		VACANT
ENF 20-0376	620 CLINTON ST	LETTER SENT	COMPLIED	06/22/2020	06/22/2020		06/30/2020	N
ENF 20-0377	1022 S CHIPMAN ST	LETTER SENT	COMPLIED	06/22/2020	06/22/2020		06/30/2020	Y
ENF 20-0381	610 CLINTON ST	LETTER SENT	COMPLIED	06/23/2020	06/23/2020		06/30/2020	VACANT LOT
ENF 20-0404	804 N DEWEY ST	COMPLAINT LOGGED	CLOSED	06/25/2020	06/25/2020		07/16/2020	N
ENF 20-0418	820 BRADLEY ST	LETTER SENT	CLOSED	06/30/2020	06/30/2020		07/09/2020	N

**Code Enforcement Activity**  
**JULY 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 20-0420	1224 FREDERICK ST	LETTER SENT	COMPLIED	06/30/2020	06/30/2020		07/09/2020	Y
ENF 20-0421	924 KENWOOD DR	LETTER SENT	CLOSED	06/30/2020	06/30/2020		07/09/2020	N
ENF 20-0422	118 S CEDAR ST	LETTER SENT	COMPLIED	06/30/2020	06/30/2020		07/09/2020	VAC
ENF 20-0423	523 N HICKORY ST	LETTER SENT	CLOSED	06/30/2020	06/30/2020		07/09/2020	N
ENF 20-0427	732 CORUNNA AV	LETTER SENT	COMPLIED	06/30/2020	06/30/2020		07/09/2020	N
ENF 20-0439	824 S PARK ST	COMPLAINT LOGGED	CLOSED	07/02/2020	07/06/2020		07/06/2020	Y
ENF 20-0447	1225 MACK ST	LETTER SENT	CLOSED	07/07/2020	07/07/2020		07/16/2020	N
ENF 20-0454	219 S OAK ST	LETTER SENT	CLOSED	07/07/2020	07/07/2020		07/23/2020	Y
ENF 20-0458	1410 W KING ST	LETTER SENT	COMPLIED	07/08/2020	07/08/2020		07/22/2020	N
ENF 20-0463	738 N HICKORY ST	LETTER SENT	CLOSED	07/09/2020	07/09/2020		07/16/2020	N
ENF 20-0466	603 CORUNNA AV	LETTER SENT	CLOSED	07/09/2020	07/09/2020		07/23/2020	Y
ENF 20-0469	312 STATE ST	LETTER SENT	COMPLIED	07/13/2020	07/13/2020		07/23/2020	N
ENF 20-0471	514 PINE ST	LETTER SENT	REF TO DPW	07/13/2020	07/13/2020	08/20/2020		VAC
ENF 20-0482	1018 BEEHLER ST	LETTER SENT	CLOSED	07/15/2020	07/15/2020		07/23/2020	Y
ENF 20-0495	1318 N WASHINGTON ST	COMPLAINT LOGGED	CLOSED	07/16/2020	07/20/2020		07/20/2020	N
ENF 20-0496	321 E MASON ST	LETTER SENT	CLOSED	07/16/2020	07/31/2020		07/31/2020	Y
ENF 20-0497	415 W STEWART ST	EXTENSION GRANTED	INSPECTED PROPERTY	07/16/2020	08/06/2020	08/13/2020		VAC
ENF 20-0500	738 N SAGINAW ST	LETTER SENT	CLOSED	07/20/2020	07/20/2020		07/31/2020	N
ENF 20-0501	220 W KING ST	LETTER SENT	CLOSED	07/20/2020	07/20/2020		07/31/2020	Y
ENF 20-0502	213 W STEWART ST	COMPLAINT LOGGED	COMPLIED	07/20/2020	07/20/2020		07/21/2020	N
ENF 20-0507	313 LAFAYETTE BL	LETTER SENT	CLOSED	07/21/2020	07/31/2020		07/31/2020	N
ENF 20-0513	310 CORUNNA AV	LETTER SENT	CLOSED	07/21/2020	07/31/2020		07/31/2020	Y



**Code Enforcement Activity**  
**JULY 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 20-0518	119 ELIZABETH ST	LETTER SENT	CLOSED	07/22/2020	07/31/2020		07/31/2020	N
ENF 20-0520	421 W STEWART ST	LETTER SENT	CLOSED	07/22/2020	07/31/2020		07/31/2020	Y
ENF 20-0521	427 W STEWART ST	COMPLAINT LOGGED	CLOSED	07/22/2020	07/31/2020		08/06/2020	Y
ENF 20-0526	614 N HICKORY ST	COMPLAINT LOGGED	CLOSED	07/23/2020	08/06/2020		08/06/2020	N
ENF 20-0528	201 OAKWOOD AV	COMPLAINT LOGGED	CLOSED	07/23/2020	07/23/2020		08/06/2020	Y
ENF 20-0530	328 STATE ST	COMPLAINT LOGGED	CLOSED	07/23/2020	08/04/2020		08/06/2020	VAC
ENF 20-0535	556 RANDOLPH ST	COMPLAINT LOGGED	CLOSED	07/24/2020	08/04/2020		08/06/2020	N
ENF 20-0536	625 QUEEN ST	COMPLAINT LOGGED	CLOSED	07/24/2020	08/04/2020		08/06/2020	N
ENF 20-0537	817 HUNTINGTON DR	COMPLAINT LOGGED	CLOSED	07/24/2020	07/24/2020		07/24/2020	N
ENF 20-0539	1032 N DEWEY ST	COMPLAINT LOGGED	CLOSED	07/24/2020	08/04/2020		08/06/2020	N
ENF 20-0540	909 ADAMS ST	COMPLAINT LOGGED	CLOSED	07/24/2020	07/24/2020		08/06/2020	Y
ENF 20-0542	102 CORUNNA AV	INSPECTED PROPERTY	REF TO DPW	07/24/2020	07/31/2020		07/31/2020	COMM
ENF 20-0543	1220 WALNUT ST	COMPLAINT LOGGED	CLOSED	07/24/2020	07/24/2020		08/06/2020	N
ENF 20-0546	1619 LYNN ST	COMPLAINT LOGGED	CLOSED	07/27/2020	07/27/2020		08/06/2020	Y
ENF 20-0550	621 LINGLE AVE	COMPLAINT LOGGED	CLOSED	07/28/2020	08/06/2020		08/06/2020	N
ENF 20-0551	831 GRAND AVE	COMPLAINT LOGGED	CLOSED	07/28/2020	08/06/2020		08/06/2020	Y
ENF 20-0555	1628 YOUNG ST	COMPLAINT LOGGED	LETTER SENT	07/29/2020	07/29/2020	08/10/2020		N
ENF 20-0557	755 DIVISION ST	COMPLAINT LOGGED	INSPECTION PENDING	07/30/2020	07/30/2020	08/13/2020		N
ENF 20-0560	906 LINGLE AVE	COMPLAINT LOGGED	LETTER SENT	07/30/2020	07/30/2020	08/13/2020		N
ENF 20-0563	222 CORUNNA AV	LETTER SENT	COMPLIED	07/31/2020	07/31/2020		08/06/2020	Y
ENF 20-0564	108 N CHIPMAN ST	CONTACT WITH OWNER	CLOSED	07/31/2020	07/31/2020		08/06/2020	COMM
ENF 20-0565	302 MONROE ST	COMPLAINT LOGGED	NO VIOLATION	07/31/2020	07/31/2020		08/03/2020	N

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Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0566	825 LINGLE AV	COMPLAINT LOGGED	INSPECTION PENDING	07/31/2020	07/31/2020	08/13/2020		VAC
<b>Total Entries</b>				<b>59</b>				
<b><u>MULTIPLE VIOLATIONS</u></b>								
ENF 20-0129	426 HAMBLIN ST	INSPECTED PROPERTY	CLOSED	02/27/2020	02/27/2020		07/24/2020	N
ENF 20-0215	320 CASS ST	INSPECTED PROPERTY	CLOSED	05/19/2020	05/20/2020		07/10/2020	N
ENF 20-0218	213 N CEDAR ST	CONTACT WITH OWNER	CLOSED	05/19/2020	05/19/2020		07/28/2020	N
ENF 20-0266	715 N BALL ST	INSPECTED PROPERTY	TICKET ISSUED	06/01/2020	06/03/2020		07/29/2020	N
ENF 20-0268	313 N LANSING ST	COMPLAINT LOGGED	CLOSED	06/01/2020	06/01/2020		07/02/2020	N
ENF 20-0360	401 E COMSTOCK ST 1	INSPECTED PROPERTY	CLOSED	06/18/2020	07/24/2020		07/24/2020	Y
ENF 20-0412	723 W STEWART ST	LETTER SENT	2ND NOTICE SENT	06/29/2020	07/22/2020	08/20/2020		N
ENF 20-0426	608 OAKWOOD AV	CONTACT WITH OCCUPANT	CLOSED	06/30/2020	06/30/2020		07/15/2020	Y
ENF 20-0429	624 PINE ST	INSPECTED PROPERTY	REF TO DPW	07/01/2020	07/16/2020		07/16/2020	N
ENF 20-0430	602 N SHIAWASSEE ST	INSPECTED PROPERTY	REF TO DPW	07/01/2020	08/06/2020		08/06/2020	N
ENF 20-0434	612 GRAND AV	INSPECTED PROPERTY	PARTIALLY RESOLVED	07/01/2020	07/01/2020	08/26/2020		N
ENF 20-0437	321 E STEWART ST	COMPLAINT LOGGED	LETTER SENT	07/01/2020	07/01/2020	07/29/2020		N
ENF 20-0438	703 GRAND AVE	INSPECTED PROPERTY	REF TO DPW	07/01/2020	07/01/2020		07/29/2020	N
ENF 20-0468	213 S LANSING ST	LETTER SENT	REF TO CITY ATTY	07/10/2020	08/05/2020	08/26/2020		VAC
ENF 20-0479	925 S BALL ST	WO SUBMITTED	REF TO DPW	07/14/2020	07/22/2020	08/17/2020		Y
ENF 20-0483	203 N CEDAR ST	COMPLAINT LOGGED	CLOSED	07/15/2020	07/15/2020		07/23/2020	Y
ENF 20-0487	616 S WASHINGTON ST	INSPECTED PROPERTY	CLOSED	07/15/2020	07/31/2020		07/31/2020	VAC
ENF 20-0491	1448 STINSON ST	LETTER SENT	CLOSED	07/16/2020	07/16/2020		07/28/2020	N
ENF 20-0498	1408 W MAIN ST	COMPLAINT LOGGED	LETTER SENT	07/17/2020	07/20/2020	08/12/2020		N

Code Enforcement Activity

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Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0504	1404 W MAIN ST	CONTACT WITH OCCUPANT	CLOSED	07/21/2020	07/29/2020		07/31/2020	Y
ENF 20-0505	1436 DONALD ST	LETTER SENT	CLOSED	07/21/2020	07/29/2020		07/29/2020	N
ENF 20-0517	115 W KING ST	COMPLAINT LOGGED	CONTACTED PROPERTY OWNER	07/22/2020	07/31/2020	08/20/2020		Y
ENF 20-0523	311 PRINDLE ST	CONTACT WITH OWNER	EXTENSION GRANTED	07/23/2020	07/23/2020	08/18/2020		N
ENF 20-0545	1601 YOUNG ST	COMPLAINT LOGGED	LETTER SENT	07/27/2020	07/27/2020	08/12/2020		N
ENF 20-0548	826 LINGLE AV	COMPLAINT LOGGED	LETTER SENT	07/28/2020	07/31/2020	08/12/2020		N
ENF 20-0553	820 BRADLEY ST	COMPLAINT LOGGED	LETTER SENT	07/29/2020	07/29/2020	08/27/2020		N
ENF 20-0562	712 CORUNNA AV	COMPLAINT LOGGED	LETTER SENT	07/31/2020	07/31/2020	08/13/2020		Y

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**Total Entries      27**

**NO BUILDING PERMIT**

ENF 20-0346	404 N DEWEY ST	CONTACT WITH OWNER	OBTAINED BLDG PERMIT	06/15/2020	06/16/2020		07/07/2020	N
ENF 20-0379	1104 CLYDE ST	CONTACT WITH OWNER	OBTAINED BLDG PERMIT	06/22/2020	06/22/2020		07/07/2020	N
ENF 20-0395	708 CLINTON ST	LETTER SENT	OBTAINED BLDG PERMIT	06/24/2020	06/24/2020		07/01/2020	VAC
ENF 20-0435	509 MILWAUKEE ST	LETTER SENT	CLOSED	07/01/2020	07/01/2020		07/15/2020	Y
ENF 20-0460	705 AMENT ST	CONTACT WITH OWNER	OBTAINED BLDG PERMIT	07/08/2020	07/08/2020		07/15/2020	N
ENF 20-0472	625 SEVENTH ST	CONTACT WITH OWNER	CONTACT CONTRACTOR	07/13/2020	07/13/2020	08/19/2020		N
ENF 20-0480	811 KRUST DR	LETTER SENT	OBTAINED BLDG PERMIT	07/14/2020	07/14/2020		07/20/2020	N
ENF 20-0484	714 E KING ST	LETTER SENT	OBTAINED BLDG PERMIT	07/15/2020	07/15/2020		07/17/2020	N
ENF 20-0489	822 S LYON ST	CONTACT WITH OWNER	CLOSED	07/16/2020	07/16/2020		07/24/2020	N
ENF 20-0508	1609 W MAIN ST	COMPLAINT LOGGED	CLOSED	07/21/2020	07/21/2020		07/22/2020	N
ENF 20-0511	800 S CHIPMAN ST	COMPLAINT LOGGED		07/21/2020	07/21/2020		07/21/2020	COMM

Code Enforcement Activity

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Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
			PERMIT					
ENF 20-0512	1018 S LYON ST	COMPLAINT LOGGED	LETTER SENT	07/21/2020	08/04/2020	08/12/2020		N
ENF 20-0514	985 CENTER ST	COMPLAINT LOGGED	NO VIOLATION	07/21/2020	07/22/2020		07/22/2020	VAC
ENF 20-0524	405 PRINDLE ST	CONTACT WITH CONTRACTOR	OBTAINED BLDG PERMIT	07/23/2020	07/23/2020		07/29/2020	N
ENF 20-0525	610 PINE ST	CONTACT WITH OWNER	INSPECTION COMPLETE	07/23/2020	07/23/2020		08/03/2020	N
ENF 20-0531	1014 LYNN ST	CONTACT WITH OCCUPANT	CLOSED	07/23/2020	07/23/2020		08/05/2020	Y
ENF 20-0556	422 N DEWEY ST	LETTER SENT	OBTAINED BLDG PERMIT	07/29/2020	07/29/2020		07/29/2020	N
				<b>Total Entries</b>	<b>17</b>			
<b><u>NO POOL PERMIT</u></b>								
ENF 20-0459	1262 N SHIAWASSEE ST	CONTACT WITH OWNER	CLOSED	07/08/2020	07/08/2020		07/16/2020	N
ENF 20-0490	402 S CHIPMAN ST	CONTACT WITH OWNER	OBTAINED BLDG PERMIT	07/16/2020	07/16/2020		07/31/2020	N
				<b>Total Entries</b>	<b>2</b>			
<b><u>RENTAL REGISTRATION</u></b>								
ENF 20-0330	215 S CHESTNUT ST	RENTAL REG FORM SUBMITTED	RESOLVED	06/11/2020	06/11/2020		07/23/2020	Y
ENF 20-0448	821 E COMSTOCK ST	RENTAL REG FORM SUBMITTED	RESOLVED	07/07/2020	07/07/2020		07/22/2020	Y
				<b>Total Entries</b>	<b>2</b>			
<b><u>ROW VIOLATIONS</u></b>								
ENF 20-0464	810 PINE ST	LETTER SENT	CLOSED	07/09/2020	07/09/2020		07/20/2020	N
ENF 20-0486	802 ALGER AV	LETTER SENT	CLOSED	07/15/2020	07/15/2020		07/23/2020	Y
ENF 20-0558	731 GRAND AVE	COMPLAINT LOGGED	INSPECTION PENDING	07/30/2020	07/30/2020	08/13/2020		N
ENF 20-0559	827 LINGLE AVE	COMPLAINT LOGGED	INSPECTION PENDING	07/30/2020	07/30/2020	08/13/2020		Y
				<b>Total Entries</b>	<b>4</b>			

Code Enforcement Activity

JULY 2020

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental	
<b><u>SIDEWALK VIOLATION</u></b>									
ENF 20-0473	701 RYAN ST	COMPLAINT LOGGED	REF TO DPW	07/13/2020	07/13/2020		07/15/2020	N	
ENF 20-0474	609 RYAN ST	COMPLAINT LOGGED	REF TO DPW	07/13/2020	07/13/2020		07/15/2020	N	
ENF 20-0475	605 RYAN ST	COMPLAINT LOGGED	REF TO DPW	07/13/2020	07/13/2020		07/15/2020	Y	
				<b>Total Entries</b>	<b>3</b>				
<b><u>VISIBILITY</u></b>									
ENF 20-0436	303 E RIDGE ST	LETTER SENT	CLOSED	07/01/2020	07/01/2020		07/09/2020	N	
ENF 20-0476	440 E HOWARD ST	COMPLAINT LOGGED	REF TO DPW	07/14/2020	07/14/2020		07/15/2020	Y	
				<b>Total Entries</b>	<b>2</b>				
<b><u>ZONING</u></b>									
ENF 20-0499	327 N SAGINAW ST	COMPLAINT LOGGED	LETTER SENT	07/20/2020	07/31/2020	08/20/2020		Y	
				<b>Total Entries</b>	<b>1</b>				
<b>Total Records:</b>		<b>200</b>				<b>Total Pages:</b>	<b>12</b>		

## Certificates Issued by Month for 2020

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>BENTLEY PARK RENTAL</b>												
20	4	1	1	0	3	7	0	0	0	0	0	36
\$225.00	0.00	0.00	25.00	0.00	75.00	225.00	0.00	0.00	0.00	0.00	0.00	\$550.00
<b>HARMON PATRIDGE PARK RENTAL</b>												
5	0	3	0	0	17	13	1	0	0	0	0	39
\$100.00	0.00	50.00	0.00	0.00	575.00	450.00	25.00	0.00	0.00	0.00	0.00	\$1,200.00
<b>Rental - RENEWALS -</b>												
8	7	3	1	0	3	0	0	0	0	0	0	22
\$250.00	425.00	100.00	25.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	\$900.00
<b>RENTAL REGISTRATIONS - NEW -</b>												
5	1	1	0	0	0	2	1	0	0	0	0	10
\$100.00	25.00	25.00	0.00	0.00	0.00	50.00	25.00	0.00	0.00	0.00	0.00	\$225.00
<b>RESIDENTIAL DESIGNATED PARKING</b>												
0	0	0	0	0	1	0	0	0	0	0	0	1
\$0.00	0.00	0.00	0.00	0.00	840.00	0.00	0.00	0.00	0.00	0.00	0.00	\$840.00
<b>RESIDENTIAL PARKING PERMIT</b>												
0	0	1	0	0	0	0	0	0	0	0	0	1
\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
<b>TOTALS:</b>												
38	12	9	2	0	24	22	2	0	0	0	0	109
\$675.00	450.00	175.00	50.00	0.00	1,590.00	725.00	50.00	0.00	0.00	0.00	0.00	3,715.00

# Monthly Inspection List

JULY 2020

**BOOTH, MARK**

MECHANICAL & PLUMBING INSPECTOR

**Total Inspections: 28**

**FREEMAN, GREG**

CODE ENFORCEMENT

**Total Inspections: 4**

**HARRIS, JON**

ELECTRICAL INSPECTOR

**Total Inspections: 28**

**HISSONG, BRAD**

BUILDING OFFICIAL

**Total Inspections: 45**

**MCILMURRAY, WALT**

CODE ENFORCEMENT

**Total Inspections: 59**

**Report Summary**

**Grand Total Inspections:**

**164**





# 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: 11 August 2020  
TO: Owosso City Council  
FROM: Eric E. Cherry  
Police Department Lieutenant  
RE: July 2020 Police Reports

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Attached are the statistics for the Police Department for July 2020. One report is an offense summary for the month of July, by offense type. The other report, neighborhood crime report, lists the occurred on date, case number, location, and the complaint type for reports in July. The officers completed four hundred seven (407) field interviews this month, which are calls were a full criminal report is not needed. Your Owosso Police Officers arrested twenty-one (21) persons this month for twenty-four (24) total offenses.

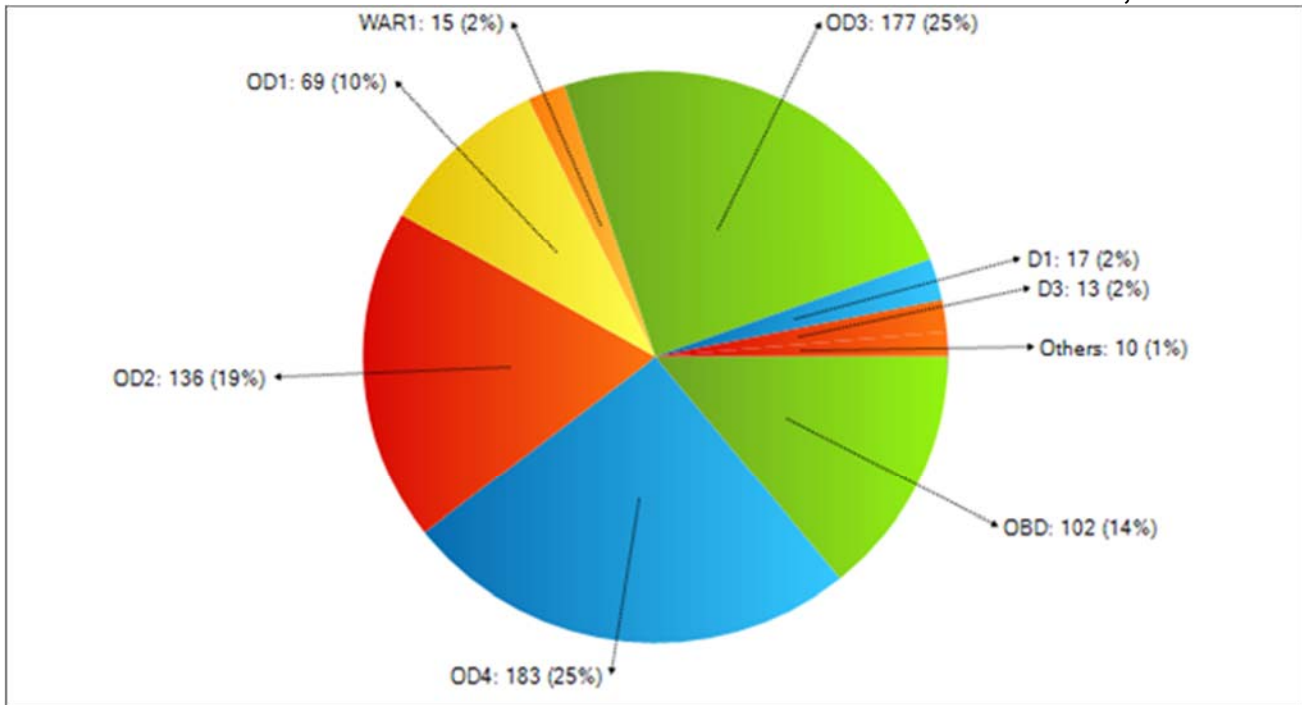
For July 2020 the police handled seven hundred twenty-two (722) police events, fifty-three (53) were traffic stops, about one (1) percent of their work activity.

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,

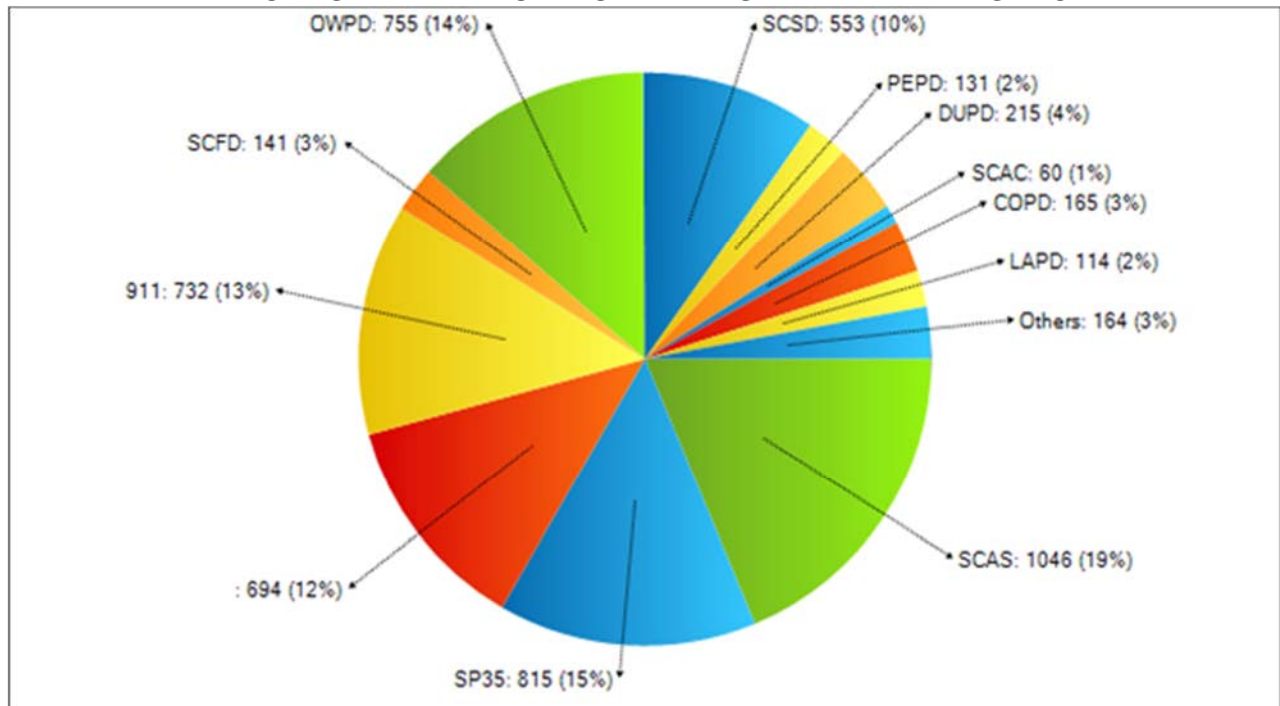
Lt. Eric E. Cherry

**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

## **JULY NEIGHBORHOOD CRIME REPORT**

<b>Occurred Date</b>	<b>Case No</b>	<b>Location</b>	<b>Offense</b>
7/2/2020	2064500844	600 block N Adams St	AGGRAVATED/FELONIOUS ASSAULT
7/19/2020	2064500944	800 block W Ament St	AGGRAVATED/FELONIOUS ASSAULT
7/28/2020	2064500978	1400 block W Lynn St	AGGRAVATED/FELONIOUS ASSAULT
7/2/2020	2064500845	100 block S Lansing St	BURGLARY - UNLAWFUL ENTRY (NO INTENT)
7/12/2020	2064500891	800 block S Nafus St	BURGLARY - UNLAWFUL ENTRY (NO INTENT)
7/4/2020	2064500862	300 block N Park St	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
7/12/2020	2064500902	600 block S Grand Ave	BURGLARY -ENTRY WITHOUT FORCE (Intent to Commit)
7/7/2020	2064500871	300 block E Stewart St	CIVIL CUSTODIES - INCAPACITATION
7/1/2020	2064500841	300 block E Main St	DAMAGE TO PROPERTY
7/2/2020	2064500867	1300 block N Hickory St	DAMAGE TO PROPERTY
7/3/2020	2064500849	900 block N Dingwall Dr	DAMAGE TO PROPERTY
7/4/2020	2064500852	1400 block Renfrew St	DAMAGE TO PROPERTY
7/4/2020	2064500904	300 block S Lafayette Blvd	DAMAGE TO PROPERTY
7/6/2020	2064500865	1200 block N Devonshire	DAMAGE TO PROPERTY
7/9/2020	2064500880	600 block Grand Ave	DAMAGE TO PROPERTY
7/12/2020	2064500902	600 block S Grand Ave	DAMAGE TO PROPERTY
7/17/2020	2064500935	300 block E Main St	DAMAGE TO PROPERTY
7/18/2020	2064500937	1300 block N Adams St	DAMAGE TO PROPERTY
7/18/2020	2064500940	1200 block N Adams St	DAMAGE TO PROPERTY
7/20/2020	2064500947	300 block S Elm St	DAMAGE TO PROPERTY
7/31/2020	2064501006	1200 block S Shiawassee St	DAMAGE TO PROPERTY
7/4/2020	2064500855	300 block E Exchange St	DISORDERLY CONDUCT
7/5/2020	2064500856	900 block N Dingwall Dr	DISORDERLY CONDUCT
7/6/2020	2064500864	1200 block S Shiawassee St	DISORDERLY CONDUCT
7/13/2020	2064500900	300 block N Dewey St	DISORDERLY CONDUCT
7/16/2020	2064500929	500 block W Williams St	DISORDERLY CONDUCT
7/19/2020	2064500945	500 block W Williams St	DISORDERLY CONDUCT
7/27/2020	2064500986	400 block N Saginaw St	DISORDERLY CONDUCT
7/11/2020	2064500889	N Saginaw St/E Exchange St	ESCAPE/FLIGHT
7/14/2020	2064500905	100 block E Main St	EXTORTION
7/6/2020	2064500864	1200 block S Shiawassee St	FAMILY -ABUSE/NEGLECT NONVIOLENT
7/9/2020	2064500882	800 block N Ball St	FAMILY -ABUSE/NEGLECT NONVIOLENT
7/9/2020	2064500885	200 block E Main St	FAMILY -ABUSE/NEGLECT NONVIOLENT
7/28/2020	2064500978	1400 block W Lynn St	FAMILY -NONSUPPORT

7/18/2020	2064500938	100 block E Corunna Ave	FORGERY/COUNTERFEITING
7/29/2020	2064500983	600 block W Main St	FORGERY/COUNTERFEITING
7/30/2020	2064501011	900 block W Stewart St	FRAUD -FALSE PRETENSE/SWINDLE/CONFIDENCE GAME
7/6/2020	2064500876	600 block E Oliver St	HEALTH AND SAFETY
7/8/2020	2064500874	600 block Grand Ave	HEALTH AND SAFETY
7/13/2020	2064500898	1200 block Mack St	HEALTH AND SAFETY
7/13/2020	2064500899	1200 block Corunna Ave	HEALTH AND SAFETY
7/19/2020	2064500946	600 block W Stewart St	HEALTH AND SAFETY
7/21/2020	2064500950	400 block S Chipman St	HEALTH AND SAFETY
7/21/2020	2064500951	400 block Huggins St	HEALTH AND SAFETY
7/30/2020	2064500992	600 block Seventh St	HEALTH AND SAFETY
7/15/2020	2064500918	E Mason St/N Saginaw St	HIT and RUN MOTOR VEHICLE ACCIDENT
7/31/2020	2064501019	300 block E Mason St	IMMIGRATION
7/11/2020	2064500887	400 block N Pine St	INSPECTIONS/INVESTIGATIONS - DRUG OVERDOSE
7/13/2020	2064500901	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
7/16/2020	2064500926	300 block N Hickory St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
7/22/2020	2064500955	W Lynn St/S Cedar St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
7/30/2020	2064500993	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
7/31/2020	2064501016	200 block S Water St	INSPECTIONS/INVESTIGATIONS - LOST AND FOUND PROP
7/1/2020	2064500970	800 block W Stewart St	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
7/11/2020	2064500893	300 block E Corunna Ave	INSPECTIONS/INVESTIGATIONS - SUSPICIOUS SITUATIONS
7/20/2020	2064500947	300 block S Elm St	INTIMIDATION/STALKING
7/27/2020	2064500986	400 block N Saginaw St	INTIMIDATION/STALKING
7/10/2020	2064500888	500 block Grover St	JUVENILE RUNAWAY
7/17/2020	2064500930	1300 block N Water St	JUVENILE RUNAWAY
7/13/2020	2064500897	300 block E North St	LARCENY -OTHER
7/16/2020	2064500920	200 block E Main St	LARCENY -OTHER
7/22/2020	2064500960	400 block E Oliver St	LARCENY -OTHER
7/29/2020	2064500988	500 block N Dewey St	LARCENY -OTHER
7/30/2020	2064501014	700 block S Frazier Ave	LARCENY -THEFT FROM BUILDING
7/30/2020	2064500997	200 block W Curwood Castle Dr	LARCENY -THEFT FROM MOTOR VEHICLE
7/23/2020	2064500961	300 block N Hickory St	LIQUOR VIOLATIONS -OTHER
7/4/2020	2064500869	1500 block W Herman St	MISCELLANEOUS - ASSIST TO EMS

7/3/2020	2064500847	500 block W Bradley St	MISCELLANEOUS - ASSIST TO FIRE DEPARTMENT
7/3/2020	2064500854	1300 block W Penbroke Dr	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
7/8/2020	2064500877	S Washington St/E Howard St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
7/9/2020	2064500879	1700 block S M-52	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
7/17/2020	2064500932	S Shiawassee St/W Williams St	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
7/23/2020	2064500959	700 block W Riverwalk Cir	MISCELLANEOUS - ASSIST TO OTHER POLICE AGENCY
7/3/2020	2064500848	300 block E Main St	MISCELLANEOUS - GENERAL ASSISTANCE
7/14/2020	2064500908	300 block W Main St	MISCELLANEOUS - GENERAL ASSISTANCE
7/20/2020	2064500949	800 block S Broadway Ave	MISCELLANEOUS - GENERAL ASSISTANCE
7/19/2020	2064500941	400 block W Cass St	MISCELLANEOUS - NATURAL DEATH
7/23/2020	2064500958	500 block E Moore St	MISCELLANEOUS - NATURAL DEATH
7/24/2020	2064500964	Hopkins Lk	MISCELLANEOUS - NATURAL DEATH
7/27/2020	2064500977	900 block N Dingwall Dr	MISCELLANEOUS - NATURAL DEATH
7/1/2020	2064500842	600 block E Oliver St	MISCELLANEOUS - NON-CRIMINAL
7/12/2020	2064500894	200 block W Exchange St	MISCELLANEOUS - NON-CRIMINAL
7/21/2020	2064500954	700 block S Nafus St	MISCELLANEOUS - SUICIDE
7/24/2020	2064500965	400 block N Saginaw St	MOTOR VEHICLE THEFT
7/6/2020	2064500868	Jerome St/Washington St	MOTOR VEHICLE VIOLATION
7/14/2020	2064500909	600 block E Franklin St	MOTOR VEHICLE VIOLATION
7/3/2020	2064500913	1000 block W Ryan St	NONAGGRAVATED ASSAULT
7/3/2020	2064500850	200 block E Main St	NONAGGRAVATED ASSAULT
7/4/2020	2064500851	1200 block S Shiawassee St	NONAGGRAVATED ASSAULT
7/5/2020	2064500859	700 block S Division St	NONAGGRAVATED ASSAULT
7/7/2020	2064500883	700 block Division St	NONAGGRAVATED ASSAULT
7/7/2020	2064500870	200 block S Chipman St	NONAGGRAVATED ASSAULT
7/12/2020	2064500891	800 block S Nafus St	NONAGGRAVATED ASSAULT
7/12/2020	2064500895	1300 block E Allendale Ave	NONAGGRAVATED ASSAULT
7/14/2020	2064500903	S Cedar St/W Milwaukee St	NONAGGRAVATED ASSAULT
7/14/2020	2064500907	800 block S Alger Ave	NONAGGRAVATED ASSAULT
7/14/2020	2064500910	600 block N Adams St	NONAGGRAVATED ASSAULT
7/15/2020	2064500911	300 block E Main St	NONAGGRAVATED ASSAULT
7/16/2020	2064500924	1200 block W Penbrook Dr	NONAGGRAVATED ASSAULT
7/16/2020	2064500921	600 block S Alger Ave	NONAGGRAVATED ASSAULT
7/16/2020	2064500925	1000 block W Ryan St	NONAGGRAVATED ASSAULT
7/17/2020	2064500933	600 block E Oliver St	NONAGGRAVATED ASSAULT

7/18/2020	2064500936	200 block S Cedar St	NONAGGRAVATED ASSAULT
7/20/2020	2064500948	Cedar St/Cass St	NONAGGRAVATED ASSAULT
7/23/2020	2064500974	800 block W King St	NONAGGRAVATED ASSAULT
7/23/2020	2064500957	800 block W Clinton St	NONAGGRAVATED ASSAULT
7/24/2020	2064500962	900 block W Main St	NONAGGRAVATED ASSAULT
7/25/2020	2064500968	300 block W Ridge St	NONAGGRAVATED ASSAULT
7/25/2020	2064500984	300 block Green St	NONAGGRAVATED ASSAULT
7/26/2020	2064500969	1300 block W Herman St	NONAGGRAVATED ASSAULT
7/27/2020	2064500973	1400 block S Pearce St	NONAGGRAVATED ASSAULT
7/28/2020	2064500978	1400 block W Lynn St	NONAGGRAVATED ASSAULT
7/28/2020	2064500987	700 block W Stewart St	NONAGGRAVATED ASSAULT
7/28/2020	2064500980	1300 block W Mansfield Dr	NONAGGRAVATED ASSAULT
7/30/2020	2064500995	1200 block S Shiawassee St	NONAGGRAVATED ASSAULT
7/31/2020	2064500998	300 block N Lansing St	NONAGGRAVATED ASSAULT
7/31/2020	2064501019	300 block E Mason St	NONAGGRAVATED ASSAULT
7/31/2020	2064501002	1200 block Penbrook Dr	NONAGGRAVATED ASSAULT
7/12/2020	2064500896	1000 block N Dewey St	OBSCENITY
7/7/2020	2064500873	1000 block S Shiawassee St	OBSTRUCTING JUSTICE
7/11/2020	2064500889	N Saginaw St/E Exchange St	OBSTRUCTING JUSTICE
7/12/2020	2064500895	1300 block E Allendale Ave	OBSTRUCTING JUSTICE
7/14/2020	2064500906	400 block E Main St	OBSTRUCTING JUSTICE
7/27/2020	2064500976	900 block W Hampton St	OBSTRUCTING JUSTICE
7/29/2020	2064500990	200 block E Main St	OBSTRUCTING JUSTICE
7/31/2020	2064501019	300 block E Mason St	OBSTRUCTING JUSTICE
7/25/2020	2064500968	300 block W Ridge St	OBSTRUCTING POLICE
7/6/2020	2064500861	E North St/N Hickory St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
7/23/2020	2064500961	300 block N Hickory St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
7/28/2020	2064500981	W Cass St/S Cedar St	OPERATING UNDER THE INFLUENCE OF LIQUOR OR DRUGS
7/1/2020	2064500843	700 block S Lincoln Ave	PARENTAL KIDNAPPING
7/2/2020	2064500846	1300 block Penbroke Dr	PARENTAL KIDNAPPING
7/7/2020	2064500872	200 block W Main St	RETAIL FRAUD -THEFT
7/9/2020	2064500878	700 block S Glenwood Ave	SEX OFFENSE -OTHER
7/18/2020	2064501001	700 block W Stewart St	SEXUAL CONTACT FORCIBLE -CSC 2ND DEGREE
7/4/2020	2064500857	1000 block W Lynn St	SEXUAL CONTACT FORCIBLE -CSC 4TH DEGREE
7/28/2020	2064500982	300 block E Main St	SEXUAL PENETRATION PENIS/VAGINA -CSC 1ST DEGREE

7/23/2020	2064500961	300 block N Hickory St	TRAFFIC - DRIVING ON SUSP/REVOKED/REFUSED LICENSE
7/17/2020	2064500927	S Shiawassee St/W Milwaukee St	TRAFFIC - NO OPERATORS LICENSE
7/16/2020	2064500923	1200 block W Penbrook Dr	TRAFFIC - RECKLESS DRIVING
7/1/2020	2064500840	W Main St/N Shiawassee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/9/2020	2064500884	100 block E Corunna Ave	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/11/2020	2064500890	1000 block N Adams St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/15/2020	2064500912	Gould St/Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/15/2020	2064500915	N Shiawassee St/W King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/15/2020	2064500916	200 block N Park St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/16/2020	2064500919	Hickory St/Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/16/2020	2064500922	N Water St/W Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/17/2020	2064500934	300 block W Genesee St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/18/2020	2064500939	Main St/Gould St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/19/2020	2064500943	N Shiawassee St/W Oliver St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/22/2020	2064500956	N Water St/W King St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/24/2020	2064500966	900 block E Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/24/2020	2064500967	W Main St/S Cedar St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/28/2020	2064500981	W Cass St/S Cedar St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/29/2020	2064500985	S Shiawassee St/W Stewart St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/29/2020	2064500989	W Main St/N Chipman St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/30/2020	2064500994	N Shiawassee St/W Curwood Castle Dr	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/30/2020	2064500996	State St/Main St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/31/2020	2064501003	S Woodlawn Ave/E Monroe St	TRAFFIC, NON-CRIMINAL - ACCIDENT
7/12/2020	2064500892	200 block S Washington St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
7/26/2020	2064500971	800 block E King St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
7/26/2020	2064500972	200 block N Water St	TRAFFIC, NON-CRIMINAL - NON-TRAFFIC ACCIDENT
7/25/2020	2064500968	300 block W Ridge St	TRESPASS
7/4/2020	2064500853	200 block E Exchange St	VIOLATION OF CONTROLLED SUBSTANCE ACT
7/15/2020	2064500918	E Mason St/N Saginaw St	VIOLATION OF CONTROLLED SUBSTANCE ACT
7/17/2020	2064500928	W Getman Rd/Chippewa Trl	VIOLATION OF CONTROLLED SUBSTANCE ACT
7/21/2020	2064500953	300 block E Main St	VIOLATION OF CONTROLLED SUBSTANCE ACT
<b>Total</b>	<b>168</b>		

## **JULY OFFENSE REPORT**

<b>Offense</b>	<b>Total Offenses</b>
0301 - 03000 - Illegal Entry	1
1072 - 10002 - Parental Kidnap	2
1171 - 11001 - CSC First (1st) Degree -Penetration Penis/Vagina	1
1178 - 11008 - CSC Fourth (4th) Degree - Forcible Contact	1
1305 - 13002 - Aggravated/Felonious Assault - Non-Family - Other Weapon	2
1312 - 13002 - Aggravated/Felonious Assault - Police Officer - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	31
1316 - 13003 - Intimidation	1
1381 - 13003 - Aggravated Stalking (Felony)	1
2103 - 21000 - Extortion - Threat to Injure Reputation	1
2204 - 22002 - Burglary - No Forced Entry - Residence (Including Home Invasion)	2
2298 - 22003 - Burglary - Entering Without Permission	2
2305 - 23005 - Larceny - Personal Property from Vehicle	1
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)	3
2404 - 24001 - Vehicle Theft	1
2505 - 25000 - Pass Counterfeited - Any Object	2
2695 - 26001 - Obtaining Money Under False Pretenses	1
2902 - 29000 - Damage to Property - Private Property	11
2999 - 29000 - Damage to Property (other)	2
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3547 - 35001 - Methamphetamine - Possess	2
3562 - 35001 - Marijuana - Possess	1
3597 - 35001 - Delivery of Imitation Controlled Substance	1
3601 - 11007 - Sex Offense Against Child -Fondling	1
3699 - 36004 - Sex Offense (Other)	1
3701 - 37000 - Obscene Material - Manufacture/Publish	1
3806 - 38001 - Neglect Child	3
3807 - 38002 - Non-Payment of Alimony	1
4103 - 41002 - Liquor Violation - Transport (Open Container, etc.)	1
4801 - 48000 - Resisting Officer	1



4902 - 49000 - Flight to Avoid Prosecution, etc. Absconding, Fleeing or Eluding	1
5011 - 50000 - Parole Violation	3
5070 - 50000 - Violation of Preliminary Injunctive Order (Peace Bond)	4
5311 - 53001 - Disorderly Conduct	3
5312 - 53001 - Disturbing the Peace	4
5560 - 55000 - Dog Law Violations	1
5599 - 55000 - Health and Safety Violations (Other)	7
5707 - 57001 - Trespass (Other)	1
7070 - 70000 - Runaway	2
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
8028 - 54002 - Operating with Blood Alcohol Content of .08% or more	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	2
8073 - 54003 - Traffic - Reckless Driving	1
8271 - 54003 - Traffic - No Operators License	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8328 - 54003 - Motor Vehicle Violation	2
9906 - 92002 - Civil Custodies - Incapacitation	1
9910 - 93001 - Traffic, Non-Criminal - Accident	20
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9943 - 98007 - Inspections/Investigations - Suspicious Situations	2
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	5
9945 - 98009 - Inspections/Investigations - Drug Overdose	1
9946 - 99001 - Miscellaneous - Suicide	1
9947 - 99002 - Miscellaneous - Natural Death	4
9953 - 99008 - Miscellaneous - General Assistance	3
9954 - 99008 - Miscellaneous - Assist to Fire Department	1
9954 - 99009 - Miscellaneous - Non-Criminal	2
9955 - 99008 - Miscellaneous - Assist to EMS	1
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	5
<b>Total</b>	<b>167</b>

## **JULY DAILY ACTIVITY REPORTS SUMMARY REPORT**

<b>Activity</b>	<b>Total</b>
Alarms	25
Appearance Citations	1
Assist Another Unit	348
Business Property Inspections	25
Community Service	3
Directed Patrols	185
Original Arrests	5
OWI Arrests	2
Park Patrols	74
Parking/Municipal Citations Issued	2
Residential Property Inspections	3
School Patrols	20
Supplemental Complaints	23
Traffic Accidents	23
Traffic Citations Issued	3
Traffic Warnings	40
Warrant Arrests	9
Written Complaints	539
<b>Total Activities</b>	<b>1330</b>



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# ***MEMORANDUM***

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DATE: August 10, 2020

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: July 2020 Fire & Ambulance Report

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Attached are the statistics for the Owosso Fire Department (OFD) for June 2020. The Owosso Fire Department responded to 275 incidents in the month of July.

OFD responded to 11 fire calls and responded to 264 EMS calls.

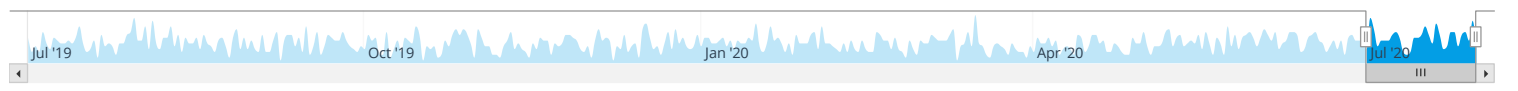
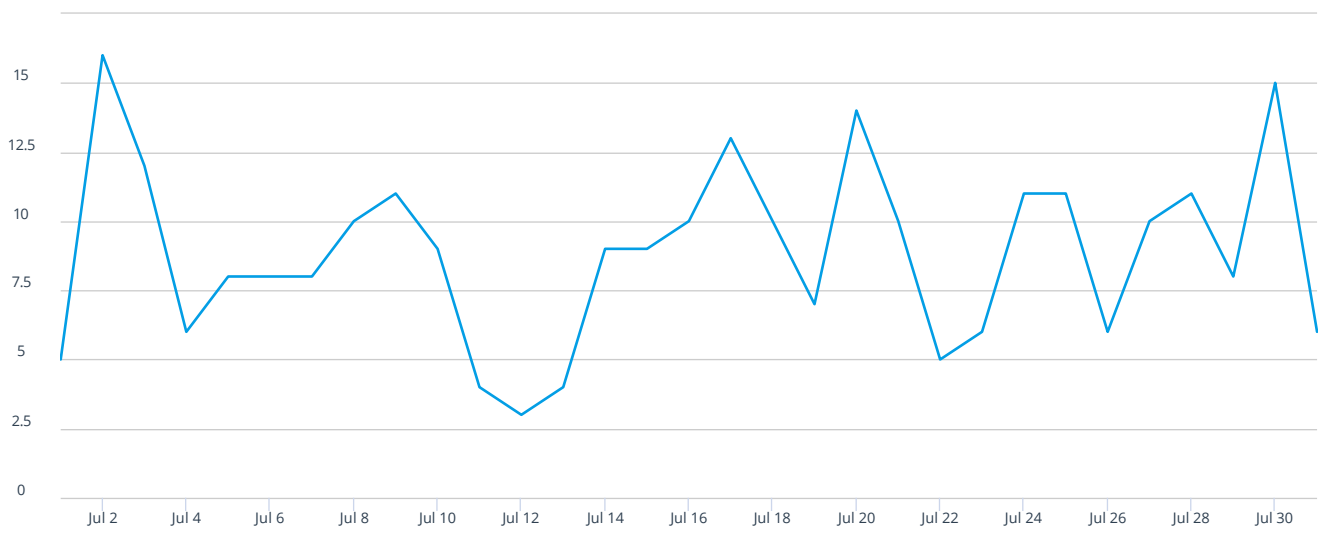
Previous Month ▾ Jul 1, 2020 - Jul 31, 2020 ▾

**4%**  
FIRE  
Percentage of Total Incidents

**96%**  
EMS  
Percentage of Total Incidents

**275**  
INCIDENTS  
In Selected Time Slice

**31**  
DAYS  
In Selected Time Slice



Counts | % Rows | % Columns | % All

Week Ending	7/5/20	7/12/20	7/19/20	7/26/20	8/2/20	8/9/20	8/16/20	8/23/20	8/30/20	9/6/20	9/13/20	9/20/20	9/27/20	Total
(11) Structure Fire	1													1
(31) Medical assist	1													1
(32) Emergency medical service (EMS) incident	45	50	59	63	47									264
(42) Chemical release, reaction, or toxic condition			1											1
(46) Accident, potential accident					1									1
(60) Good intent call, other			1											1
(61) Dispatched and canceled en route		1												1
(73) System or detector malfunction		2			1									3
(74) Unintentional system/detect... operation (no fire)			1		1									2
<b>Total</b>	<b>47</b>	<b>53</b>	<b>62</b>	<b>63</b>	<b>50</b>									<b>275</b>

**CITY OF OWOSSO  
EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES  
VIRTUAL REGULAR MEETING**

**APRIL 22, 2020**

**7:15 AM**

**CALL TO ORDER:**

Chairperson Farrell called the meeting to order at 7:17 a.m. then made the following announcement:

Due to the Governor's orders on social distancing and EO 2020-15 this meeting is being held as a virtual meeting. Opportunity will be provided for citizen comment. Those wishing to comment need to indicate they would like to comment by typing "Comment" along with their name in the chat dialogue and those joining via telephone may raise their hand by typing "\*9" on their phone. Anyone wishing to comment must indicate so by 7:25 a.m.

**ROLL CALL:**

**PRESENT:** Trustees Richard Brewbaker, Jerome Haber, Douglas Morrice, Vice Chairperson Mark Mitchell, and Chairperson Wilfred Farrell.

**ABSENT:** Trustee Susan Osika.

**ALSO**

**PRESENT:** Gabriel Roeder Smith Consultant Kenneth Alberts; Graystone Consultant Brian Brice; Graystone Analyst Erik Burger; City Treasurer Katherine R. Fagan; Gabriel Roeder Smith Consultant Laura Frankowiak; City Attorney Scott J. Gould; City Manager Nathan R. Henne; and City Clerk Amy K. Kirkland.

Chairperson Farrell asked, for the sake of clarity during this virtual meeting, that Trustees please state their last name when making a motion or support.

**APPROVE AGENDA:**

Motion by Vice Chairperson Mitchell to approve the Agenda with the following change:

Move the Actuarial Report before the first session of Citizen Comments

Motion supported by Trustee Brewbaker and concurred in by unanimous vote.

**APPROVE MINUTES OF FEBRUARY 26, 2020 REGULAR MEETING:**

Motion by Vice Chairperson Mitchell to accept the minutes of the February 27, 2019 Regular Meeting with the following changes:

Remove Trustee Reed from the Roll Call and correct the typo in the item to approve the agenda.

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

**CITY OF OWOSSO EMPLOYEES RETIREMENT SYSTEM 75<sup>TH</sup> ANNUAL ACTUARIAL VALUATION**

Kenneth G. Alberts and Laura Frankowiak of Gabriel Roeder Smith & Company were in attendance to present the 75<sup>th</sup> Annual Actuarial Valuation. Mr. Alberts noted that with the pending transfer to MERS the main results of importance in the valuation will be for the GASB reports. Again, due to the pending transfer to MERS, they felt that the experience study the system was due for was not necessary in its full form. They reviewed all of the assumptions and discovered the mortality table needed to be updated. All calculations were made using the most recent public table, and is similar to the table MERS will be using.

There was a small amount of gain as there were more deaths than anticipated, but this was outweighed by an increase in liabilities thanks to the new mortality table. Liabilities increased by \$1.2 million, and unfunded liabilities went up by approximately \$800,000. The portfolio recognized a 9.22% return for 2019 while the overall funding level went down slightly to 83.4%, again thanks to the new mortality table.

Mr. Alberts went on to note that while the report shows a suggested contribution the Board would be better served by going with the contribution suggested by MERS since the contribution is for the next year. If MERS does not suggest a number he recommended increasing the contribution over the one suggested in the report to make up for recent market losses.

Chairperson Farrell thanked Mr. Alberts and Ms. Frankowiak for their service to the Board over the years, saying it has been a good run.

Motion by Trustee Brewbaker to accept the 2019 Annual Actuarial Report as presented.

Motion supported by Vice Chairperson Mitchell and concurred in by unanimous vote.

Moving on to Citizen Comments, Chairperson Farrell once again announced that those wishing to comment need to indicate they would like to comment by typing "Comment" along with their name in the chat dialogue and those joining via telephone may raise their hand by typing "\*9" on their phone. Anyone wishing to comment needs to have indicated so by 7:25 a.m.

**CITIZEN COMMENTS:**

There were no citizen comments.

**CONSENT AGENDA:**

Motion by Vice Chairperson Mitchell to approve the consent agenda as follows:

1. **Approve Pension Check Reports:**

a. February 2020	\$ 220,498.58
b. March 2020	\$ 221,023.53
c. April 2020	\$ 220,498.58

2. **Approve Statements:**

- a. City of Owosso Employees Retirement Fund  
As of February 29, 2020
- b. City of Owosso Employees Retirement Fund  
As of March 31, 2020
- c. Quarterly Fee Analysis  
Fees paid in 1Q 2020

3. **Payment Authorizations:**

a. <u>Franklin Templeton Investments</u> For period 01/01/2020 through 03/31/2020	\$ 5,926.93
b. <u>Franklin Templeton Investments</u> – SIK, former Fifth Third equities For period 01/01/2020 through 03/31/2020	\$ 300.00
c. <u>Loomis Sayles/Natixis</u> For period 04/01/2020 through 06/30/2020	\$ 6,367.57
d. <u>Morgan Stanley – Graystone Consulting</u> For period 04/01/2020 through 06/30/2020	\$ 13,464.05
Consulting Fee	\$ 12,382.46
MS UMA Fee	\$ 1,081.58
e. <u>Money Manager Fees – Auto deduction from portfolio</u> For period March & April 2020	\$ 6,321.79
Mgr Fee – Aristotle	\$ 2,532.07
Mgr Fee – Atlanta	\$ 893.71
Mgr Fee – Causeway	\$ 1,109.70
Mgr Fee – Cushing	\$ 576.49
Mgr Fee – Harding	\$ 1,209.82
f. <u>Katherine R. Fagan, City Treasurer</u> Report of Checks Written – February 2020 (less pension checks)	\$ 30,894.09
g. <u>Katherine R. Fagan, City Treasurer</u> Report of Checks Written – March 2020 (less pension checks)	\$ 1,048.74

4. **Death Acknowledgements:**

None

Motion supported by Chairperson Farrell and concurred in by unanimous vote.

**COMMUNICATIONS:**

The following communications were originally emailed to the Board in the month of March:

1. Graystone – *1% Move, March 2, 2020*
2. Graystone – *Market Volatility*
3. City of Owosso – *MERS Meetings*
4. Graystone – *Market Volatility-Mike Wilson Call*
5. Graystone – *March 2020 US Public Policy US Economics Brief*

The following communications, publications and conference announcements are on file with the City Clerk – if you would like to read them, please contact her:

- a. Pensions & Investments: February 24, 2020
- b. Pensions & Investments: March 9, 2020
- c. Pensions & Investments: April 6, 2020 (digital only)

Due to technical difficulties and to provide time for their resolution Chairperson Farrell suggested that New Business be addressed prior to Old Business.

## **NEW BUSINESS:**

### **Set Special Meeting**

Chairperson Farrell indicated that a special meeting will be required for the Board to determine how much money should be allocated to each group in the pension system when the transfer to MERS is made, based on the latest actuarial valuation. He asked that Trustees begin thinking about what type of formula you feel would be fair.

Trustees Brewbaker asked about whether the Retirement Ordinance would remain the same after the transfer to MERS. He is concerned because various union contracts make reference to the original ordinance. City Attorney Gould reassured Trustee Brewbaker that while changes to the Retirement Ordinance would need to be made that the references will remain available.

Vice Chairperson Mitchell noted that there was still no agreement with the General City Non-union group as of today. He also encouraged the history of the Retirement Ordinance be maintained. City Manager Henne indicated that he had intended to meet with the General City Non-union group but then the pandemic took hold. He said he could organize a virtual meeting if desired. Chairperson Farrell said he and the rest of the Board would like to see that meeting held. City Manager Henne indicated he would set up the meeting.

Chairperson Farrell directed that a special meeting be scheduled for Tuesday, May 5, 2020 at 9:00 a.m. for the purpose of determining the money that will be allocated to each employee group in the pension system prior to its transfer to MERS.

### **Cancellation of May Election**

City Clerk Kirkland explained that the System is required to hold an election for one employee member of the Board in May of each year. She went on to say that with the transfer to MERS effective as of June 1, 2020 there is really no need to hold another election as the Board will only exist for another few months at the most.

Motion by Vice Chairperson Mitchell to forego any future Retirement Board elections due to the pending transfer to MERS.

Motion supported by Trustee Brewbaker and concurred in by unanimous vote.

## **OLD BUSINESS:**

### **Liquidation of Former Fifth Third Securities**

Chairperson Farrell summarized the situation saying MERS does not want to accept the remaining Securities in Kind (SIK) held by Franklin Templeton. The question before the Board this morning is how to proceed from here. Graystone Consultant Brice indicated they could attempt to sell the securities again, though market conditions will make liquidity difficult and potentially costly. They would need to know how low the Board would be willing to go and what to do in the case they are truly unable to sell them. Board members individually expressed a desire to liquidate the securities at any value, given the fact that they represent a very small portion of the portfolio and no one is very eager to hold on to them until they mature (the City did indicate it would do so if absolutely necessary).



Motion by Trustee Brewbaker to liquidate the SIK at Franklin Templeton at any cost.

Motion supported by Vice Chairperson Mitchell.

Consultant Brice asked what information MERS might need from the City in order to include the value of the securities in the overall portfolio should the City be forced to hold on to them.

### **Cushing MLP Update**

Graystone Consultant Brice gave a brief summary of the situation facing MLPs with the OPEC price war and the market effects of COVID-19. The concern is the MLPs will cut their dividend rates to weather the storm. The system will also not be in the MLP market to see its eventual upturn due to the transfer to MERS. Chairperson Farrell asked whether the Board should liquidate the funds now or wait until closer to the June 1 transfer date. Mr. Brice indicated the Board would want to remain fully invested as long as possible. Discussion ensued regarding what time period would give Franklin Templeton sufficient opportunity to liquidate the portfolio and get the best price.

### **INVESTMENT CONSULTANT REPORT:**

#### **First Quarter 2020 Performance Report**

Consultant Brice noted that March really pulled the markets down for the quarter. GDP impact of COVID-19 will be severe, but the economy is expected to recover faster than prior recessions, particularly in light of the record fiscal stimulus the federal government as introduced into the economy. Forecasters are hoping to see a sharp upward movement in the economy once we get past the COVID-19 crisis.

#### **Performance Update, through April 13, 2020**

Graystone Analyst Burger noted that the portfolio was down 16% for the quarter, but still performed better than the policy index. Six of eight money managers have outperformed their benchmarks over the course of the 1<sup>st</sup> quarter and the portfolio has recovered approximately 23% of what was lost in this latest downturn. The total portfolio is down 13% over the year.

Motion by Chairperson Farrell to direct Franklin Templeton to liquidate the securities in kind portfolio at any cost, begin liquidation of all other Franklin Templeton securities on May 1<sup>st</sup> to gain the best price, and direct the remaining managers to sell as close to May 31<sup>st</sup> as possible.

Motion supported by Trustee Morrice and concurred in by unanimous vote.

### **CITIZENS COMMENT:**

There were no citizen comments.

Trustee Haber thanked City Manager Henne for getting the meeting with General City Non-Union employees set up.

Chairperson Farrell thanked Mr. Henne for facilitating the technical side of this morning's meeting.

### **NEXT BOARD MEETING:**

Special Meeting – May 5, 2020 7:15 a.m.

Regular Meeting – June 24, 2020 7:15 a.m.

**ADJOURNMENT:**

The meeting was adjourned at 9:07 a.m.

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Amy K. Kirkland, City Clerk

**CITY OF OWOSSO  
EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES  
VIRTUAL SPECIAL MEETING**

**MAY 5, 2020**

**9:00 AM**

The meeting was postponed until Tuesday, May 12, 2020 at 9:00 a.m.

**CITY OF OWOSSO  
EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES  
VIRTUAL SPECIAL MEETING**

**MAY 12, 2020**

**9:00 AM**

**CALL MEETING TO ORDER:**

Chairperson Farrell called the meeting to order at 9:00 a.m.

**ROLL CALL:**

**PRESENT:** Trustees Richard Brewbaker, Douglas Morrice, Vice Chairperson Mark Mitchell, and Chairperson Wilfred Farrell.

**ABSENT:** Trustees Jerome Haber and Susan Osika.

**ALSO**

**PRESENT:** Graystone Consultant Brian Brice; Graystone Analyst Erik Burger; City Treasurer Katherine R. Fagan; City Attorney Scott J. Gould; and City Clerk Amy K. Kirkland.

Chairperson Farrell asked that Trustees state their last name when making a motion or support.

**APPROVE AGENDA:**

Motion by Trustee Brewbaker to approve the Agenda as proposed.

Motion supported by Vice Chairperson Mitchell and concurred in by unanimous vote.

Chairperson Farrell made the following announcement:

Due to the Governor's orders on social distancing and EO 2020-15 this meeting is being held as a virtual meeting. Opportunity will be provided for citizen comment. Those wishing to comment need to indicate they would like to comment by typing "Comment" along with their name in the chat dialogue and those joining via telephone may raise their hand by typing "\*9" on their phone. Anyone wishing to comment must indicate so by 9:05 a.m.

**CITIZEN COMMENTS:**

There were no citizen comments.

**NEW BUSINESS:**

**Funding Allocation** - Consider the process by which amounts that will be allocated to each division upon their transfer to MERS.

Chairperson Farrell and City Clerk Kirkland informed the Board as follows:

This meeting is to update you on the process for determining the amounts allocated to each employee division when they are transferred to MERS. Last week we had a meeting scheduled to discuss this item but the meeting was cancelled because it was discovered that the Board may not

have to allocate a specific amount to each division prior to the transfer, because the entire remaining portion of the portfolio is to be transferred MERS could make that calculation. The meeting was cancelled last week so that we could verify this is a possibility, get the details on how MERS would make the calculation, and run those details by the System's actuary to see if what they are suggesting would be fair. After speaking with Actuarial Consultant Ken Alberts, we came away with a decent comfort level in regard to allowing MERS to handle the allocation. The method they will use will ensure that the groups are funded at the same levels as they are currently according to the actuarial report. The calculations they will perform will be much like the calculations that were used to determine the funding that would transfer with the Police Patrol unit, and what was being suggested for this transfer as well.

Moving on, Graystone Consultant Brice gave the Board an update on the status of the portfolio saying markets continue to slowly climb. The portfolio is up 8% for the quarter and another 9% is needed to completely make up the losses experienced in March. He went on to note that the "securities in kind" at Franklin Templeton had yet to find a buyer, though their value had gone up. Chairperson Farrell thanked Mr. Brice for the update.

In housekeeping news it was announced that City Council would be considering the contracts with MERS at their meeting on May 18<sup>th</sup>.

Also in housekeeping, Chairperson Farrell inquired whether City administration had met with members of the General City Non-union group. It was noted the meeting took place and went well.

Lastly, City Clerk Kirkland announced that MERS had requested the City hold back 2-3 months of funding when the transfer is made. The money will be used to pay retirees if there is a hiccup in the transfer process. The amount proposed for the hold-back is \$800,000. The Board will be informed of the exact amount when the transfer is made.

Motion by Chairperson Farrell to move forward with MERS determining the allocation of assets for the various divisions in the system.

Motion supported by Trustee Brewbaker and concurred in by unanimous vote.

**NEXT BOARD MEETING:**

The next board meeting is scheduled for June 24, 2020 at 7:15am

**ADJOURNMENT:**

The meeting was adjourned at 9:14 a.m. with wishes for everyone to stay safe.

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Amy K. Kirkland, City Clerk

**MINUTES  
REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS  
CITY OF OWOSSO  
JUNE 16, 2020 AT 9:30 A.M.  
VIRTUAL MEETING**

**CALL TO ORDER:** The meeting was called to order by City Manager Nathan Henne at 9:35 a.m.

**ROLL CALL:** Was taken by Tanya Buckelew.

**MEMBERS PRESENT:** Chairman Randy Horton (joined meeting at 9:41 a.m.), Board Members Michael Bruff, Robert Teich and Kent Telesz

**MEMBERS ABSENT:** Vice-Chairman Christopher Eveleth, Board Member Matt Grubb and Tom Taylor

**OTHERS PRESENT:** Justin Sprague, CIB Planning,

**AGENDA:**

**IT WAS MOVED BY BOARD MEMBER BRUFF AND SUPPORTED BY BOARD MEMBER TELESZ TO APPROVE THE AGENDA FOR THE JUNE 16, 2020 REGULAR MEETING WITH THE ADDITION OF APPROVAL OF MINUTES OF MAY 21, 2019.**

**YEAS: ALL. MOTION CARRIED.**

**MINUTES:**

**IT WAS MOVED BY BOARD MEMBER TELESZ AND SUPPORTED BY BOARD MEMBER BRUFF TO APPROVE THE MINUTES OF MAY 21, 2019 AS PRESENTED.**

**YEAS: ALL. MOTION CARRIED.**

**IT WAS MOVED BY BOARD MEMBER TELESZ AND SUPPORTED BY BOARD MEMBER BRUFF TO APPROVE THE MINUTES OF JULY 16, 2019 AS PRESENTED.**

**YEAS: ALL. MOTION CARRIED.**

**OLD BUSINESS:** - None

**NEW BUSINESS/PUBLIC HEARINGS:**

1. **APPLICANT:** ALLAN MARTIN  
**LOCATION OF APPEAL:** 615 N PARK STREET, Owosso, MI 48867  
**PARCEL NUMBER:** 050-470-032-005-00  
**PROPERTY ZONING:** R-2, TWO-FAMILY RESIDENTIAL DISTRICT  
**CASE #:** P2020-007

The applicant is seeking variances to allow the replacement of current garage with new 26' X 26' – 2 stall garage - height of 18' 10" and location of 2' 4" from side yard lot line and 2' 7" from rear yard lot line.

**VARIANCE REQUEST #1 – Height of Structure:**

A variance to permit the building height of 18' 10" that exceeds the maximum height permitted by *Section 38-379, Accessory Buildings (5) No detached accessory building in R-1, R-2, RT-1, RM-1, RM-2, OS-1, B-1 and P-1 districts shall exceed one (1) story or fourteen (14) feet in height.*

**VARIANCE REQUEST #2 – Location from Side and Rear Lot Lines:**

A variance to permit the setbacks of 2' 4" from side yard lot line and 2' 7" from rear yard lot line that is less than permitted by *Section 38-379, Accessory Buildings (4) No detached accessory building shall be located closer than ten (10) feet to any main building nor shall it be located closer than three (3) feet to any side or rear lot line*

Justin Sprague, CIB Planning, discussed the details of this request.

**PUBLIC HEARING 9:50 – 10 a.m.:**

No comments were received

**After discussion between board members, city planner and property owner the following motions were made:**

**VARIANCE REQUEST #1:**

**UPON MOTION OF BOARD MEMBER TEICH, SECONDED BY BOARD MEMBER BRUFF**, the following findings, conclusions, decisions, and conditions were adopted by the Board as its decision on Variance Request #1. The applicant does meet the applicable nine (9) facts of findings:

Dimensional and non-use variances are regulated under *Section 38-504(3)* of the Zoning Ordinance. The board shall have the power to authorize, upon appeal, specific variances from such requirements as lot area and width regulations, building height and bulk regulations, yard and depth regulations, signs and off-street parking and loading space requirements, provided all of the basic conditions listed below and any one (1) of the special conditions listed thereafter can be satisfied:

1. *Will not be contrary to the public interest or the intent and purpose of this chapter.*
2. *Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required.*

**Review Comment: The use is a permitted accessory use within the R-1 District.**

3. *Is one that is unique and not shared by others.*

**Review Comment: This condition is applied across the community and is not unique to this property.**

4. *Will relate only to the property that is under control of the applicant.*

**Review Comment: The variance will only relate to the property under the control of the applicant.**

5. *Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.*

**Review Comment: The strict letter of the law will not prevent the owner of the property from reasonably using the property, and it would not be unnecessarily burdensome to comply.**

6. *Was not created by action of the applicant (i.e. that it was not self-created).*

**Review Comment: it is clear that a number of additional garages in the area appear to be over the 14-foot required height.**

7. *Will not impair an adequate supply of light and air to adjacent property or unreasonably increase congestion of public streets or increase the danger of fire or endanger the public safety.*

**Review Comment: The variance would not impair the supply of light or air to adjacent properties, create unreasonable congestion or endanger the public.**

8. *Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district which the property of the applicant is located.*

**Review Comment: The variance would not impact property values in the immediate vicinity.**

*9. Is applicable whether a grant of the variance would be applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.*

**Review Comment: Applying a lesser variance would possibly provide justice to the property owner, however other properties in the area have the same conditions with their accessory structures having heights above 14-feet.**

**Special Conditions - When all of the foregoing basic conditions can be satisfied, a variance may be granted when any one (1) of the following special conditions can be clearly demonstrated:**

*1. Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic but shall be evaluated in terms of the use of a particular piece of land.*

**Review Comment: It is our opinion that a practical difficulty or unnecessary hardship would exist by meeting the strict letter of the code.**

*2. Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district.*

**Review Comment: There appear to be no exceptional or extraordinary circumstances or physical conditions with this property that do not generally apply to other properties in the same district**

*3. Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.*

**Review Comment: The variation would allow the property owner to maintain existing conditions on the property, something that many other properties in the area also maintain.**

After review of the requested variance against the standards of the Michigan Zoning Enabling Act and the City of Owosso Zoning Ordinance, we are of the opinion that the requested variance for **615 N. Park Street to allow an accessory structure have a height that is 4-feet above what is required, be approved**, for the following reasons:

1. The reduction would not be contrary to the intent of the ordinance;
2. The variance would provide justice shared by other properties in the area;
3. A variation is necessary for the preservation of a substantial property right possessed by others in the same district; and

The above findings, conclusions and decision were adopted by a roll call vote as follows:

**AYES: BOARD MEMBERS BRUFF, TEICH, TELESZ AND CHAIRMAN HORTON**

**NAYS: NONE**

The variance was approved based on all aspects of the plans and descriptions submitted. The structure, use or activity shall be constructed or carried on in accordance with the plans and/or description provided by the Applicant. All aspects of construction shall be in compliance with the plan submitted, regardless of whether a variance was sought or necessary for certain dimensional or other aspects of the plan.

Any variance granted by the Zoning Board of Appeals shall not be valid after a period of six (6)



months from the date granted unless the owner shall have taken substantial steps, as determined by the Board, in implementing the variance granted by the Board.” Sec. 38 504(c) 2. i. ii., Chapter 38, of the City of Owosso Zoning Ordinance.

**VARIANCE REQUEST #2:**

**MOTION BY BOARD MEMBER BRUFF, SECONDED BY BOARD MEMBER TELESZ TO ACCEPT THE WITHDRAW REQUEST FROM PROPERTY OWNER, ALLEN MARTIN FOR THE 3’ SETBACK FROM PROPERTY LINES, AS THE STRUCTURE WILL NOW BE AT LEAST 3’ AWAY FROM THE SIDE AND REAR LOT LINES.**

**AYES: BOARD MEMBERS BRUFF, TEICH, TELESZ AND CHAIRMAN HORTON**

**NAYS: NONE**

**RCV**

<b>2. APPLICANT:</b>	GORDON SURETTE/JOSEPH HAMMONTREE
<b>LOCATION OF APPEAL:</b>	507 GILBERT STREET, Owosso, MI 48867
<b>PARCEL NUMBER:</b>	050-111-002-012-00
<b>PROPERTY ZONING:</b>	R-1, ONE-FAMILY RESIDENTIAL DISTRICT
<b>CASE #:</b>	P2020-008

The applicant is seeking a variance to allow the replacement of current attached garage with new 8’ X 12’ X 9’ at peak detached accessory structure. Location – 7’ from main structure, 0’ from side yard lot line and 1’ from rear yard lot line.

**VARIANCE REQUEST #1 – Location from Main Building and Side/Rear Lot Lines:**

A variance to permit the setbacks of 0’ from side yard lot line, 1’ from rear yard lot line and 7’ from main building that is less than permitted by *Section 38-379, Accessory Buildings (4) No detached accessory building shall be located closer than ten (10) feet to any main building nor shall it be located closer than three (3) feet to any side or rear lot line*

Justin Sprague, CIB Planning, discussed the details of this request.

**PUBLIC HEARING 10:02 – 10:05 a.m.:**

One comment was received from Janet Walker of 615 E. Oliver Street on June 12, 2020. She was unable to attend the meeting but approves of the request.

**UPON MOTION OF BOARD MEMBER TEICH, SECONDED BY BOARD MEMBER BRUFF**, the following findings, conclusions, decisions, and conditions were adopted by the Board as its decision on Variance Request #1. The applicant does meet the applicable nine (9) facts of findings:

Dimensional and non-use variances are regulated under *Section 38-504(3)* of the Zoning Ordinance. The board shall have the power to authorize, upon appeal, specific variances from such requirements as lot area and width regulations, building height and bulk regulations, yard and depth regulations, signs and off-street parking and loading space requirements, provided all of the basic conditions listed below and any one (1) of the special conditions listed thereafter can be satisfied:

1. *Will not be contrary to the public interest or the intent and purpose of this chapter.*

**Review Comment:** The intent of the ordinance is to prevent neighbors from erecting unsightly buildings or structures directly on the property line as well as to provide a level of fire safety by keeping a minimum distance of separation from adjacent structures. In this neighborhood, many of the existing structures pre-date the existing zoning regulations and the majority of accessory structures are located less than 3-feet from existing lot lines. In this case, the applicant is just looking to keep the same footprint as the existing garage and will be locating the shed behind the garage to maintain the existing look and building lines.

2. *Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required.*

**Review Comment: The use is a permitted accessory use within the R-1 District.**

3. *Is one that is unique and not shared by others.*

**Review Comment: This condition is applied across the community and is not unique to this property.**

4. *Will relate only to the property that is under control of the applicant.*

**Review Comment: The variance will only relate to the property under the control of the applicant.**

5. *Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.*

**Review Comment: The strict letter of the law will not prevent the owner of the property from reasonably using the property, and it would not be unnecessarily burdensome to comply.**

6. *Was not created by action of the applicant (i.e. that it was not self-created).*

**Review Comment: while the need for the variance is self-created, the owner is only trying to maintain the existing condition on the property which pre-dates the existing ordinance.**

7. *Will not impair an adequate supply of light and air to adjacent property or unreasonably increase congestion of public streets or increase the danger of fire or endanger the public safety.*

**Review Comment: The variance would not impair the supply of light or air to adjacent properties, create unreasonable congestion or endanger the public. It should be noted though that if the variance is approved, the applicant will need to ensure the building is fire rated and approved by the City Building Official to ensure there will be no fire issues for the adjacent property.**

8. *Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district which the property of the applicant is located.*

**Review Comment: The variance would not impact property values in the immediate vicinity.**

9. *Is applicable whether a grant of the variance would be applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.*

**Review Comment: Applying a lesser variance would possibly provide justice to the property owner, however other properties in the area have the same conditions with their accessory structures being less than 3 feet from adjacent property lines.**

**Special Conditions - When all of the foregoing basic conditions can be satisfied, a variance may be granted when any one (1) of the following special conditions can be clearly demonstrated:**

1. *Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic but shall be evaluated in terms of the use of a particular piece of land.*

**Review Comment: It is our opinion that a practical difficulty or unnecessary hardship would exist by meeting the strict letter of the code.**

*2. Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district.*

**Review Comment: There appear to be no exceptional or extraordinary circumstances or physical conditions with this property that do not generally apply to other properties in the same district**

*3. Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.*

**Review Comment: The variation would allow the property owner to maintain existing conditions on the property, something that many other properties in the area also maintain.**

## **RECOMMENDATION**

After review of the requested variance against the standards of the Michigan Zoning Enabling Act and the City of Owosso Zoning Ordinance, we are of the opinion that the requested variance for **507 Gilbert Street to allow an accessory structure to be placed less than 3-feet from the adjacent property line be approved**, for the following reasons:

1. The reduction would not be contrary to the intent of the ordinance;
2. The variance would provide justice shared by other properties in the area;
3. A variation is necessary for the preservation of a substantial property right possessed by others in the same district; and
4. As a condition of approval, the building official must approve the accessory structure to ensure fire code is met.

**The above findings, conclusions and decision were adopted by a roll call vote as follows:**

**AYES: BOARD MEMBERS BRUFF, TEICH, TELESZ AND CHAIRMAN HORTON  
NAYS: NONE**

***The variance was approved based on all aspects of the plans and descriptions submitted. The structure, use or activity shall be constructed or carried on in accordance with the plans and/or description provided by the Applicant. All aspects of construction shall be in compliance with the plan submitted, regardless of whether a variance was sought or necessary for certain dimensional or other aspects of the plan.***

***Any variance granted by the Zoning Board of Appeals shall not be valid after a period of six (6) months from the date granted unless the owner shall have taken substantial steps, as determined by the Board, in implementing the variance granted by the Board.” Sec. 38 504(c) 2. i. ii., Chapter 38, of the City of Owosso Zoning Ordinance.***

**UPON MOTION OF BOARD MEMBER TEICH, SECONDED BY BOARD MEMBER BRUFF**, the following findings, conclusions, decisions, and conditions were adopted by the Board as its decision on Variance Request #1. The applicant **does** meet the applicable nine (9) facts of findings:

Dimensional and non-use variances are regulated under *Section 38-504(3)* of the Zoning Ordinance. The board shall have the power to authorize, upon appeal, specific variances from such requirements as lot area and width regulations, building height and bulk regulations, yard and depth regulations, signs and off-street parking and loading space requirements, provided all of the basic conditions listed below and any one (1) of the special conditions listed thereafter can be satisfied:

7. *Will not be contrary to the public interest or the intent and purpose of this chapter.*

**Review Comment:** The intent of the ordinance is to prevent neighbors from erecting unsightly buildings or structures directly on the property line as well as to provide a level of fire safety by keeping a minimum distance of separation from adjacent structures. In this neighborhood, many of the existing structures pre-date the existing zoning regulations and the majority of accessory structures are located less than 3-feet from existing lot lines. In this case, the applicant is just looking to keep the same footprint as the existing garage and will be locating the shed behind the garage to maintain the existing look and building lines.

8. *Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required.*

**Review Comment:** The use is a permitted accessory use within the R-1 District.

9. *Is one that is unique and not shared by others.*

**Review Comment:** This condition is applied across the community and is not unique to this property.

10. *Will relate only to the property that is under control of the applicant.*

**Review Comment:** The variance will only relate to the property under the control of the applicant.

11. *Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.*

**Review Comment:** The strict letter of the law will not prevent the owner of the property from reasonably using the property, and it would not be unnecessarily burdensome to comply.

12. *Was not created by action of the applicant (i.e. that it was not self-created).*

**Review Comment:** while the need for the variance is self-created, the owner is only trying to maintain the existing condition on the property which pre-dates the existing ordinance.

7. *Will not impair an adequate supply of light and air to adjacent property or unreasonably increase congestion of public streets or increase the danger of fire or endanger the public safety.*

**Review Comment:** The variance would not impair the supply of light or air to adjacent properties, create unreasonable congestion or endanger the public. It should be noted though that if the variance is approved, the applicant will need to ensure the building is fire rated and approved by the City Building Official to ensure there will be no fire issues for the adjacent property.

8. *Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district which the property of the applicant is located.*

**Review Comment:** The variance would not impact property values in the immediate vicinity.

9. *Is applicable whether a grant of the variance would be applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied for would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners.*

**Review Comment:** Applying a lesser variance would possibly provide justice to the property owner,

however other properties in the area have the same conditions with their accessory structures being less than 3 feet from adjacent property lines.

**Special Conditions - When all of the foregoing basic conditions can be satisfied, a variance may be granted when any one (1) of the following special conditions can be clearly demonstrated:**

*1. Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic but shall be evaluated in terms of the use of a particular piece of land.*

**Review Comment: It is our opinion that a practical difficulty or unnecessary hardship would exist by meeting the strict letter of the code.**

*2. Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district.*

**Review Comment: There appear to be no exceptional or extraordinary circumstances or physical conditions with this property that do not generally apply to other properties in the same district**

*3. Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district.*

**Review Comment: The variation would allow the property owner to maintain existing conditions on the property, something that many other properties in the area also maintain.**

## **RECOMMENDATION**

After review of the requested variance against the standards of the Michigan Zoning Enabling Act and the City of Owosso Zoning Ordinance, we are of the opinion that the requested variance for **507 Gilbert Street to allow an accessory structure to be placed less than 10-feet from the home be approved**, for the following reasons:

5. The reduction would not be contrary to the intent of the ordinance;
6. The variance would provide justice shared by other properties in the area;
7. A variation is necessary for the preservation of a substantial property right possessed by others in the same district; and
8. As a condition of approval, the building official must approve the accessory structure to ensure fire code is met.

**The above findings, conclusions and decision were adopted by a roll call vote as follows:**

**AYES: BOARD MEMBERS BRUFF, TEICH, TELESZ AND CHAIRMAN HORTON**

**NAYS: NONE**

***The variance was approved based on all aspects of the plans and descriptions submitted. The structure, use or activity shall be constructed or carried on in accordance with the plans and/or description provided by the Applicant. All aspects of construction shall be in compliance with the plan submitted, regardless of whether a variance was sought or necessary for certain dimensional or other aspects of the plan.***

***Any variance granted by the Zoning Board of Appeals shall not be valid after a period of six (6) months from the date granted unless the owner shall have taken substantial steps, as determined by the Board, in implementing the variance granted by the Board.” Sec. 38 504(c) 2. i. ii., Chapter 38, of the City of Owosso Zoning Ordinance.***

OTHER BOARD BUSINESS: None

PUBLIC COMMENTS AND COMMUNICATIONS: None

**ADJOURNMENT:**

**MOTION BY BOARD MEMBER BRUFF AND SUPPORTED BY BOARD MEMBER TEICH TO ADJOURN AT 10:27 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, JULY 21, 2020, IF ANY REQUESTS ARE RECEIVED.**

**YEAS: ALL. MOTION CARRIED.**

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Matthew Grubb, Secretary

DRAFT

# MINUTES

## REGULAR MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET

### CITY OF OWOSSO

JULY 8, 2020 AT 7:37 A.M.

**CALL TO ORDER:** The meeting was called to order by Chairman Dave Acton at 7:37 A.M.

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

**MEMBERS PRESENT:** Chairman Dave Acton, Vice-Chairman Bill Gilbert, Commissioner Jon Moore, Commissioner Lance Omer, Commissioner Theresa Trecha and Commissioner Jim Woodworth.

**MEMBERS ABSENT:** Mayor Chris Eveleth, Commissioner Ken Cushman

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

**AGENDA:** IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO APPROVE THE AGENDA WITH AN ADDITIONAL ITEM OF DISCUSSION – DOWNTOWN CLEANUP UNDER DESIGN AND BUSINESS VITALITY COMMITTEE UPDATES.

**AYES: ALL. MOTION CARRIED.**

**MINUTES:** IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE MINUTES FOR MEETING HELD JUNE 3, 2020.

**PUBLIC COMMENTS:** None

#### **ITEMS OF BUSINESS:**

- 1) **CHECK REGISTER** – Customary expenses were reviewed.

**IT WAS MOVED BY AUTHORITY WOODWORTH, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE CHECK REGISTER FOR JUNE, 2020 AS PRESENTED.**

**AYES: ALL. MOTION CARRIED.**

**2) JULY 2020 BUDGET REPORT-** July's report is in the previously approved FY 20/21 Budget. The budget reflects less capture of TIFF Revenue. As actual expenses are reported adjustments will be made as needed.

**3) FARMERS MARKET SPONSORSHIP** – Director Adams recommended a \$3,000.00 Sponsorship to assist the market with Covid-19 related expenses and lack of revenue generating events cancelled also due to Covid-19 restrictions during the current Fiscal Year. The market is a great asset to the Owosso Community.

In further discussion, the Owosso Mainstreet/DDA Board determined that a timeline will be established to provide support as requested for Downtown Farmers Market 2021 opening.

**IT WAS MOVED BY AUTHORITY OMER, SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE A \$3,000 SPONSORSHIP TO THE DOWNTOWN FARMERS MARKET FOR FY 2020/2021.**

**AYES: ALL. MOTION CARRIED.**

**COMMITTEE UPDATES:**

**1) Design and Business Vitality –**

- a. Recruiting technical services is underway with a series of virtual meetings. In October a “mock” business owner will be flown in and the training will be critiqued on initiating the items learned.
- b. Downtown Cleanup - cracks of sidewalk will be weed whipped and sprayed prior to sidewalk sales July 17<sup>th</sup>. No more grass will be in cracks of sidewalk. Woodworth will send out an email seeking volunteers to assist. Adams will contact City to request street sweeping in the downtown area prior to 8:00 a.m. Another public promotion will take place prior to the next sidewalk sales August 21<sup>st</sup>. Tools and supplies may be signed out at Gilbert’s Hardware.

**2) Promotion & Outreach –**

- a. Moving forward cautiously toward concerts at the Amphitheater beginning the Thursday prior to Sidewalk Sales.
- b. Shiawassee Safe initiative with posters and window decals packages are ready. A is a visible sign that businesses are coordinating an effort to keep the public safe.
- c. Vintage Motorcycle Days recommendation is to cancel this year since it is difficult to obtain sponsors at this late date for restrooms, DJ, T Shirts, etc. A smaller version may be possible.

**3) Business Owners Committee – Nothing to report.**

**BOARD CONTINUING EDUCATION INFORMATION:** None

**PUBLIC COMMENTS:** None

**BOARD COMMENTS:** An Advisory Group of 12 people is forming to overcoming the obstacles Covid has presented. This same group will participate in downtown reopening to put procedures in place to perform guidelines.

The Flint Journal is researching to do a story about Shiacash. Business Owners may be contacted.

**ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 8:39 A.M.**

**AYES: ALL. MOTION CARRIED.**



**PARKS AND RECREATION COMMISSION**  
**REGULAR MEETING**  
WEDNESDAY, JULY 22, 2020  
7:00PM  
Virtual Meeting – via Zoom

**CALL TO ORDER:** Vice-Chair Selbig called the meeting to order at 7:06 p.m.

**PLEDGE OF ALLEGIANCE:** Was recited

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

**MEMBERS PRESENT:** Vice-Chair Jeff Selbig, Commissioner Andrew Workman, Commissioner Kevin Maginity, Commissioner Elaine Greenway, and Commissioner Christopher Owens

**MEMBERS ABSENT:** Commissioner Nick Seabasty

**OTHERS PRESENT:** Nathan Henne, City Manager, Amy Fuller, Assistant to the City Manager

**APPROVAL OF AGENDA:** **COMMISSIONER OWENS MADE A MOTION TO APPROVE THE AGENDA FOR JULY 22, 2020 AS PRESENTED. MOTION SUPPORTED BY COMMISSIONER MAGINITY AYES ALL, MOTION CARRIED.**

**APPROVAL OF MINUTES:** **COMMISSIONER GREENWAY MADE A MOTION TO APPROVE THE MINUTES FOR MARCH 3, 2020 WITH NO CHANGES. MOTION SUPPORTED BY COMMISSIONER OWENS AYES ALL, MOTION CARRIED.**

**PUBLIC COMMENTS:** None

**COMMISSIONER COMMENT:**

Commissioner Owens shared that the Masons have committed to restocking Hopkins Lake.

**COMMUNICATIONS:**

Amy Fuller shared a message from a gentleman who made a donation to Plunge for the Parks, he also thanked the volunteers for making the parks “so inviting”.

**OLD BUSINESS:**

**DNR Grant:** Amy Fuller shared that the Holman Pool grant was submitted. The City should receive notification on if they are awarded the funds by Fall 2020.

**Bennett Field:** Items 4 and 6 from Capital Improvement Plan: Amy Fuller shared that DPW will begin work on these items late August/early September.

**Ballfield Lights:** Amy Fuller shared that all the lights are currently working but a long-term solution will be needed.

**NEW BUSINESS:**

Organizational item:

**COMMISSIONER GREENWAY MADE A MOTION TO NOMINATE COMMISSIONER WORKMAN AS THE NEW PARKS AND RECREATION CHAIRMAN. MOTION SUPPORTED BY COMMISSIONER OWENS. AYES ALL, MOTION CARRIED.**

Check Register Review – March-April 2020:

Commissioner Workman asked for clarification on points from the March 3, 2020 check review. Amy Fuller provided information on the “2020 Public Swimming Pool Inspection,” “Spray Pad License Renewals,” and “2019 Owosso Drain Assessments”. There were no additional questions.

Exercise classes in the park – rules:

Vice-Chair Selbig asked if gyms should be allowed to hold group classes in the parks. **COMMISSIONER GREENWAY MADE A MOTION FOR STAFF TO DRAFT A MEMO FOR COUNCIL SEEKING PERMISSION FOR GROUP CLASSES IN THE PARKS WITH PROPER LIABILITY INSURANCE. MOTION SUPPORTED BY COMMISSIONER OWENS. AYES ALL, MOTION CARRIED.**

Day of Giving Ideas (Casey Lambert):

Vice-Chair Selbig shared that this group is going to do a river clean-up but encouraged the commission to consider future Day of Giving ideas for the parks.

Millage fund discussion:

Commissioners discussed priorities for millage funds. Commissioners Maginity and Greenway will meet with staff and Shiawassee-Owosso Kiwanis members at Hopkins Lake to look at the dock. The Commission asked Amy Fuller to look into pricing and locations for kayak launches, lockers and signage. Commissioner Maginity suggested getting pricing for fixing the tennis courts. Commissioner Workman shared information about doing an art walk.

Next Meeting: August 26nd @ 7:00 PM

**ADJOURNMENT:**

**COMMISSIONER MAGINITY MADE A MOTION TO ADJOURN AT 8:01 P.M. MOTION SUPPORTED BY COMMISSIONER WORKMAN.**

DRAFT

**MINUTES  
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION  
VIRTUAL MEETING  
Monday, July 27, 2020 – 6:30 P.M.**

City Manager Nathan Henne announced the meeting would be held as a Virtual Meeting due to the COVID-19 pandemic, under the authority of Executive Order No. 2020-15 of the Office of the Governor of the State of Michigan.

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

**PLEDGE OF ALLEGIANCE:** Recited

**ROLL CALL:** Recording Secretary Tanya Buckelew

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

**MEMBERS ABSENT:** Commissioners Jenkins, Robertson and Taylor

**OTHERS PRESENT:** Justin Sprague, CIB Planning, City Manager Nathan Henne, Alex Huff, Smith Group

**APPROVAL OF AGENDA:**  
**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER LAW TO APPROVE THE AGENDA FOR July 27, 2020.**

**YEAS ALL. MOTION CARRIED.**

**APPROVAL OF MINUTES:**  
**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY SECRETARY FEAR TO APPROVE THE MINUTES FOR THE June 22, 2020 MEETING.**

**YEAS ALL. MOTION CARRIED.**

**PUBLIC HEARINGS:** NONE

**OLD BUSINESS:** NONE

**NEW BUSINESS:**

**1. Master Plan Draft Review**

**The draft Master Plan was presented by Justin Sprague and Alex Huff. The following was discussed:**

- The new plan is focused on future development and the zoning issues (from the 2012 plan) have been moved to the appendix
- Master Plan Goals have been added to guide the policies and actions of the plan

- Framework is new to the plan that includes neighborhoods, centers, corridors, districts and open space
- Economic Development was highlighted for supporting and growing locally-grown business. It means attracting and retaining talented workers and investing in our residents.
- Marketing Strategy Framework was discussed (remove Beautiful location on Lake Huron)
- Areas of the plan are targeted for Westtown and Downtown
- Discussion regarding redevelopment opportunities for various parcels
- Capital Improvement Plan (CIP) will be incorporated with the Master Plan
- Next steps involve Planning Commission feedback, ways to present to public during COVID19, there will be a 63-day review period and during the review period all districts/county/utilities will also review the plan, with public hearings being held possibly in November 2020
- City Manager Nathan Henne asked the board to seriously consider the following before sending to council: public safety building renovations, city wide trash initiative and GAP financing for developments
- Planning Commission Dan Law spoke about using the alleys behind the Westtown businesses for public as opposed to reduce M-21 down to 3 lanes
- Secretary Fear asked about updating the Census numbers in the plan but the new Census won't be out until 2022
- Justin Sprague stated the plan is about 75% complete to go public but still need the Action and Implementation plan completed.
- Planning Commission members are to review further and get comments to Justin Sprague and Alex Huff within 2 weeks so a new draft can be presented at the September meeting

**OTHER BOARD BUSINESS:**

For the next few meetings, the board will be reviewing the Master Plan, recreational marijuana and the 5 new additional licenses, and a sample chicken ordinance (to allow chickens in the city). A sample chicken ordinance will be presented at the next meeting.

**PUBLIC COMMENTS AND COMMUNICATIONS:**

**ADJOURNMENT**

**MOTION BY COMMISSIONER LAW, SUPPORTED BY SECRETARY FEAR TO ADJOURN AT 7:49 P.M. UNTIL THE NEXT MEETING ON August 24, 2020.  
YEAS ALL, MOTION CARRIED.**

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Janae L. Fear, Secretary