

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, NOVEMBER 05, 2018  
7:30 P.M.**

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

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 15, 2018:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None

**PUBLIC HEARINGS**

1. Proposed Special Assessment Project – Monroe Street. Conduct a public hearing to receive citizen comments regarding Resolution No. 3 for proposed Special Assessment District No. 2019-07 for Monroe Street from McMillan Avenue to the east City limits for street resurfacing.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

**CONSENT AGENDA**

1. New Year's Eve Block Party Permission. Approve request from Owosso Main Street for the closure

of South Washington Street from Main Street to Jerome Avenue on Monday, December 31, 2018 at 8:00 p.m. until Tuesday, January 1, 2018 at 3:00 a.m. for the New Year's Eve Block Party, waive the insurance requirement, and approve Traffic Control Order No. 1408 formalizing the request.

2. S. Washington St, between M-71 and Gute St. Approve request from Owosso City Engineer Randy Chesney for preparation of road construction and authorize Traffic Control Order No. 1409 formalizing the action.
3. Mortgage Discharge – 122 N Washington Street. Authorize discharge of mortgage as it relates to 122 N Washington Street (Jim Civile) and further authorize the Mayor and City Clerk to execute appropriate documents.
4. Proposed Special Assessment Project -North Street. Authorize Resolution No. 2 setting a public hearing for Monday, November 19, 2018 for proposed Special Assessment District No. 2019-08 for North Street west city limits to N. Chipman Street.
5. Proposed Special Assessment Project -Allendale Street. Authorize Resolution No. 2 setting a public hearing for Monday, November 19, 2018 for proposed Special Assessment District No. 2019-02 for Allendale Street, Public Street, from Gould Street to east city limits.
6. Industrial Park Connector Project. Authorize Change Order No. 1 (Final) to the Contract agreement between the city of Owosso and Zito Construction Company for the 2018 Industrial Park Connector Project, in the amount of \$99,916.22, a net increase to the original contract.
7. Meter – Modeling and Analysis of Regional Flows. Authorize to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as addendum No. 9 to the professional services agreement dated April 6, 2015, and approval of the attached proposal for additional services in the amount of \$23,915.00.
8. 2018 Street Program Contract No. 2. Authorize Change Order No. 3 to the Contract agreement between the city of Owosso and Joe Raica Excavating, Inc. for the 2018 Street Resurfacing Program – Contract No. 2, in the amount of (\$168,307.34), a net decrease in the contract.
9. Designate Depository – Resolution to join Michigan CLASS. Authorize the additional depository Michigan CLASS.
10. Accept Resignation of Owosso Airport Board Member. Accept the resignation of Brent Wesley of the Owosso Airport Board effective 12-01-2018.
11. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Dean Ebert	Owosso Airport Board filling unexpired term of B. Wesley	12-31-2019

**ITEMS OF BUSINESS**

1. Delay of Medical Marihuana Facility License 30 day Application Window and Lottery. Consider the request from the Planning Commission to delay the application window and lottery due to ordinance revisions.

## **COMMUNICATIONS**

1. Cheryl A. Grice, Finance Director. September 2018 Financial Report
2. Dickinson Wright Limited Letter of Engagement
3. Zoning Board of Appeals. Minutes of October 16, 2018.
4. Planning Commission. Minutes of October 22, 2018.

## **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, November 19, 2018

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate – term expires June 30, 2019  
Building Board of Appeals – Alternate – term expires June 30, 2021  
Historical Commission – term expires December 31, 2020  
Historical Commission – term expires December 31, 2021

### **CLOSED SESSION**

1. POLC Non-Supervisory Contract Approval

### **ADJOURNMENT**

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

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF OCTOBER 15, 2018  
7:30 P.M.**

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

**OPENING PRAYER:** BISHOP GUS PILON  
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

**PLEDGE OF ALLEGIANCE:** NICK PIDEK

**PRESENT:** Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,  
Councilmembers Loreen F. Bailey, Elaine M. Greenway, Daniel A. Law,  
Linda L. Robertson, and Robert J. Teich, Jr.

**ABSENT:** None.

**APPROVE AGENDA**

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

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF OCTOBER 1, 2018**

Motion by Councilmember Greenway to approve the Minutes of the Regular Meeting of October 1, 2018 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

**Proposed Special Assessment Project – Palmer Avenue**

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2019-09 for Palmer Avenue from Gute Street to Prindle Street for street resurfacing.

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

City Manager Henne stated this is a hearing of necessity

Lucas Allen, 1106 Palmer, just moved in back in April. The street doesn't seem to be that bad and to a new homeowner this is scary. He just wants some information on the project.

Director of Public Utilities Chinavare explained the scope of the project. This will crush and shape the road as it is starting to break up and wants to restore the street before it needs to be reconstructed and will replace necessary curb and gutter.

Mayor Eveleth stated the assessment can be broke up into payments over a period of 10 years. We redo streets that look like they don't need it because it is cheaper to fix them before they deteriorate completely.

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

**RESOLUTION NO. 158-2018**

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3  
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2019-09  
PALMER AVENUE, FROM GUTE STREET TO PRINDLE STREET  
FOR STREET RESURFACING**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

PALMER AVENUE, A PUBLIC STREET, FROM GUTE STREET TO PRINDLE STREET  
STREET RESURFACING

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$75,686.22 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$17,109.51 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:  
  
Palmer Avenue, a Public Street, from Gute Street to Prindle Street for street resurfacing
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Bailey.

Roll Call Vote.

AYES: Councilmembers Bailey, Robertson, Greenway, Teich, Mayor Pro-Tem Osika,  
Councilmember Law and Mayor Eveleth

NAYS: None

### **Proposed Special Assessment Project – S. Washington Street**

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2019-13 for Washington Street from Gute Street to Corunna Avenue for street rehabilitation/reconstruction.

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

City Manager Henne stated this is a hearing of necessity; project is more involved, includes a sewer replacement

Kendra Nichols, Elite Early Learning Center – her estimated amount is almost \$10,000. They are a child care center and their property abuts 3 streets, not just two. How long will the project take, when it will take place as we are concerned about making sure we have enough parking?

Steve Willis, 905 S Washington – street was resurfaced in 2003 and thought the water mains were replaced then. He was left with over \$1,000 in special assessments when he purchased the home, so why does it need to be replaced again? What is the nature of the water main repair? Do we have to do all the other work? Would like clarification as to how they are assessed for only a portion of the pavement; previous project broke the sewer line to his house; wants to know about access and how long the project will take.

Justin Horvath, 818 S Washington – much needed project; may be able to take advantage of economic activity along the route to see if there are more grant funds available for the project

Director of Public Works Chinavare state the project will start in the spring and will take 3 - 4 months. It is a complete reconstruction. The project will not impact side streets and will try not to interfere with access to businesses. There will be some challenges with traffic control during the project. Mr. Chinavare will speak to anyone with specific questions about the project details. This project will replace some sewer lines, lead service lines, and storm sewer lines

Mayor Eveleth – this was done several years ago?

Glenn – will need to be replacing water main

Mayor Eveleth asked if the estimates are on the high side.

Director of Public Works Chinavare stated we try to get close but err on the high side. Our hope is that the bids will come in at or below the estimate

Mayor Eveleth asked about the street thickness and assessment?

Director of Public Works Chinavare stated the residential properties will pay for the top 4" of asphalt and commercial properties pay for the top 6" of asphalt

Mayor Eveleth asked if there is a corner lot discount.

Director of Public Works Chinavare stated properties get a 25% discount for each street they abut.

Councilmember Bailey asked if the child care place is being charged commercial rate or residential rate.

City Manager Henne stated it looks like they are paying the commercial rate

Councilmember Bailey asked why they would pay the commercial rate if there is not commercial truck traffic involved.

Director of Public Works Chinavare stated it's not only the weight/size of a truck but the volume of traffic, the turning of vehicles.

Councilmember Robertson stated this is not the last opportunity for people to comment but next hearing is an opportunity to object to the amount of an assessment

Kendra Nichols stated we want to work with the city. We cleaned up the zoning of the property in question, but now it seems like she is paying the price. She asked that the council consider that a portion of her property was zoned residential for many years and they don't pull in lots of dollars

Councilmember Bailey stated it is possible to be specific about certain properties in the motion.

City Manager Henne stated the next hearing would be the time to make adjustments to the amount of individual assessments

The following person commented in regard to the proposed special assessment project prior to the meeting:

Vickie Hoshield, 814 S. Washington Street, via telephone, asked several questions about construction details and how her assessment was calculated. She seemed to be supportive of the work planned but was upset about potentially being specially assessed for the project.

Motion by Councilmember Teich to approve the following resolution:

**RESOLUTION NO. 159-2018**

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3  
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2019-13  
S. WASHINGTON STREET, FROM GUTE STREET TO CORUNNA AVENUE  
FOR STREET REHABILITATION/RECONSTRUCTION**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

WASHINGTON STREET, A PUBLIC STREET, FROM GUTE STREET TO CORUNNA AVENUE  
STREET REHABILITATION/RECONSTRUCTION

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$1,226,820.89 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.

3. The City Council determines that of said total estimated cost, the sum of \$147,532.43 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:  
  
Washington Street, a public street, from Gute Street to Corunna Avenue for street rehabilitation/reconstruction
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Robertson.

Roll Call Vote.

AYES: Councilmembers Greenway, Bailey, Law, Mayor Pro-Tem Osika, Councilmembers Robertson, Teich and Mayor Eveleth

NAYS: None

### **CITIZEN COMMENTS AND QUESTIONS**

Nick Pidek, 308 E Oliver – how do businesses that have significant truck traffic factor in to the calculations for special assessments? Do properties receive a discount?

Tom Manke – first time a staff member that refuses to answer questions, feels he doesn't know his job and he lives outside the 20 mile radius. Why are people being charged again to reconstruct the street? Feels it is the commercial traffic that is doing the damage. Feels council made a decision without the proper information. Feels people are being over-taxed, people were never told they would have to pay to have their streets redone

Cybill Jennen, 208 N Shiawassee St – found that flags are not allowed at her business, feels that flags really increased their business and asked Council to consider removing the flag provision from the Code. Would like Council to consider meeting other small business owners, remember they are trying to compete with other businesses outside the city. Recognizes that things need to be limited and blight needs to be combatted but asked for some consideration

Mike Cline, 204 Stratford Dr. – reported a large TV at a residence in September, the TV is still there, he asked about the status of the complaint and was told they couldn't find it; reported another code violation and it was never acted upon; he was informed that the code enforcement officer does not enforce the sign ordinance, nor does he have the proper vehicle; why are the same signs allowed in some spots, but not others? Feels things need to be enforced equally; would like to see stronger code enforcement

Becky Hamilton, 1218 N Water St – member of Durand lions club, was here at last meeting, informational meeting night will be 10/24/18 at 6 p at the Comstock Inn; has flyers and a poster to advertise the



meeting; screened 41 children during Octoberfest, caught 6 kids that need help with their vision; Lions Club is a great organization

Mayor Eveleth – has known about the necessity of the project to redo S. Washington Street for years; understands that answers to engineering questions could be complicated. He felt we had the information that was necessary. When it comes to ballot language it is highly regulated by the state. We fine trucks that violate weight restrictions. What is the process to change an ordinance?

City Manager Henne stated they could approach me, council could move to direct planning commission to explore a change in regards to the flag complaints. We can check out the code enforcement violations at the corner of Park & Williams Street and people can always call him if they don't get anywhere with the Building Department.

Mayor Eveleth – fund raiser on October 19, 2018 for the Gould House, still time to RSVP

Mayor Pro-Tem Osika welcomed the members of the civics class attending this evening. Can we make the motion now to have the Planning Commission examine the flag issue? Lots of businesses are doing it.

Mayor Pro-Tem Osika – the 1225 will bring about 300 people in on Saturday; if you're downtown welcome them!

## **CONSENT AGENDA**

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

**Proposed Special Assessment Project – Monroe Street.** Authorize Resolution No. 2 setting a public hearing for Monday, November 5, 2018 for proposed Special Assessment District No. 2019-07 for Monroe Street from McMillan Avenue to the east City limits for street resurfacing as follows:

### **RESOLUTION NO. 160-2018**

#### **MONROE STREET FROM MCMILLAN AVENUE TO THE EAST CITY LIMITS SPECIAL ASSESSMENT RESOLUTION NO. 2**

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

#### **Monroe Street, a Public Street, from McMillan Avenue to east city limits; Resurfacing**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be \$55,587.72 and determines that \$37,094.46 thereof shall be paid by special assessment imposed

on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$18,493.26 of the cost thereof shall be paid by the City at large because of benefit to the City at large.

4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, November 5, 2018 for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

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

**Monroe Street, a Public Street, from McMillan Avenue to east city limits  
Street Resurfacing**

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on Monday, November 5, 2018 for the purpose of hearing any person to be affected by the proposed public improvement.

**Glow Owosso Permission.** Approve request from Owosso Main Street for use of various streets in the downtown and High School area and the closure of Main Street Plaza at various times on November 23, 2018 for Owosso Glow events, waive the insurance requirement, and approve Traffic Control Order No. 1407 formalizing the request.

**Mortgage Discharge – 401 E. Comstock Street.**\* Authorize discharge of mortgage as it relates to 401 E. Comstock Street (Edwin and Connie Hildebrant) and further authorize the Mayor and City Clerk to execute appropriate documents as detailed below:

**RESOLUTION NO. 161-2018**

**AUTHORIZING DISCHARGE OF MORTGAGE FOR THE PROPERTY  
AT 401 E. COMSTOCK STREET**

WHEREAS, on September 26, 2012 the City of Owosso, Shiawassee County, Michigan filed a lien on the property located at 401 E. Comstock Street as a component of a Rental Rehabilitation Grant through the Michigan State housing Development Authority; and

WHEREAS, the Rental Rehabilitation program requires the owner to subsidize rent for a five (5) year period as a requirement of the grant program; and

WHEREAS, the five-year subsidized rent requirement expired on September 26, 2017.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to discharge its mortgage lien for the Rental Rehabilitation grant for the property at 401 E. Comstock Street.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Discharge of Mortgage.

**Contract Addendum No. 7 - OHM Professional Engineering Services.** \* Authorize Addendum No. 7 to the contract with Orchard, Hiltz & McCliment d/b/a OHM Advisors for Professional Engineering Services originally approved May 15, 2017, for preparation of a project application for the Drinking Water Revolving Loan Fund Project in an amount not to exceed \$13,980.00, and further authorize payment up to the contract amount, including Addendum Nos. 1-7, as amended, upon satisfactory receipt of deliverables as follows:

**RESOLUTION NO. 162-2018**

**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 7 TO  
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution No. 69-2017 on May 15, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for preparation and submission of a project application to the Michigan Department of Environmental Quality for Drinking Water Revolving Loan Funds (DWRf) for the 2019 program cycle.

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 No. 69-2017 on May 15, 2017 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$13,980.00, for DWRf project funding for public water supply improvements.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount not to exceed \$13,980.00 as addendum No. 7 for DWRf project application funding.

THIRD: The above expenses shall be paid from the water funds accounts 591-552 & 553-818.000.

**Bid Award – Variable Frequency Drive.**\* Authorize bid award to Peerless Midwest, Inc. for the purchase of one variable frequency drive unit for the Water Treatment Plant in the amount of \$17,761.00, plus an installation contingency of \$1,800.00, and further authorize payment to the vendor upon satisfactory installation and testing of the unit as shown below:

**RESOLUTION NO. 163-2018**

**AUTHORIZING BID AWARD TO  
PEERLESS MIDWEST, INC.  
FOR THE PROVISION OF EQUIPMENT AND INSTALLATION SERVICES  
AT THE WATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Water Replacement Fund for the replacement of a High Service Pump Variable Frequency Drive (VFD) unit, and

WHEREAS, the existing VFD has expended its useful service life, and requires replacement with a more efficient and properly sized unit, and

WHEREAS, the City of Owosso Director of Public Services and Utilities has reviewed the bid proposals and recommends authorizing Peerless Midwest, Inc. provide and install the replacement VFD in an amount not to exceed \$17,761.00, plus an installation and modification contingency with prior written approval, in the amount of \$1,800.00.

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 Peerless Midwest, Inc. for the purchase and installation of one High Service Pump VFD unit for use at the Water Treatment Plant in the amount of \$17,761.00.

SECOND: The accounts payable department is authorized to submit payment to Peerless Midwest, Inc. in the amount of \$17,761.00, plus a contingency in the amount of \$1,800.00 with prior written approval, for a total of \$19,561.00 upon satisfactory installation and testing of said equipment.

THIRD: The above expenses shall be paid from account no. 591-901-972.000.

**Purchase Authorization - DPW Fleet Pickup Trucks.**\* Waive competitive bidding requirements, authorize the purchase of two Ford F250 4x2 pickup trucks for the DPW fleet from Signature Ford Lincoln Mercury in the amount of \$52,302.00 utilizing State Contract No. 071B7700180/Macomb County Contract 71-15, approve a contingency of \$350.00 for estimated shipping and handling, and further authorize payment to the vendor upon satisfactory delivery of said vehicles as follows:

**RESOLUTION NO. 164-2018**

**AUTHORIZING PURCHASE OF FLEET VEHICLES (PICKUP)  
FROM OWOSSO MOTORS, INC. D/B/A SIGNATURE FORD LINCOLN MERCURY  
UTILIZING CONTRACT # 071B7700180**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Department of Public Works Fleet Motor Pool requires the use of a pickup trucks to perform city wide maintenance; and

WHEREAS, these vehicles must be periodically replaced to ensure a mechanically sound and reliable fleet is available at all times; and

WHEREAS, City Code Section 2-345(3) provides for an exception to competitive bidding when the best interest of the city would be served by jointly purchasing with another governmental unit.

WHEREAS, the City of Owosso desires to purchase two replacement F250 pickup trucks, and it is in the best interest of the City to utilize State of Michigan Contract No. 071B7700180/Macomb County Contract 71-15 Bid held by Owosso Motors, Inc. d/b/a Signature Ford Lincoln Mercury, for said purchase; and

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase the following vehicles from Signature Ford Lincoln Mercury using State of Michigan Contract No. 071B1300009:

- two 4X2 F250 Pickups for use in the DPW Fleet Motor Pool @ \$26,151.00 each

SECOND: The Director of Public Services is hereby instructed and authorized to sign any necessary documents to complete said purchase.

THIRD: Payment is authorized to Signature Ford Lincoln Mercury in the amount of \$26,151.00 for each vehicle for a total of \$52,302.00, plus estimated shipping and handling charges of \$350.00 for a grand total of \$52,602.00 upon delivery and acceptance.

FOURTH: Said purchase shall be paid for from the Fleet Motor Pool 661-901-979.000.

**Professional Services Agreement – Geotechnical Evaluation Services.**\* Authorize a professional services agreement with Soil and Materials Engineers, Inc. d/b/a SME to conduct a condition assessment and determine the suitability for residential construction of the area known as Osburn Lakes, Phase II in the amount of \$9,900.00, approve a contingency amount of \$2,500.00 to be utilized upon written approval of the City, and further authorize payment to the engineer upon the satisfactory completion of necessary services as detailed below:

#### **RESOLUTION NO. 165-2018**

#### **AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SOIL AND MATERIALS ENGINEERS, INC D/B/A SME FOR GEOTECHNICAL SOILS EVALUATION FOR THE OSBURN LAKES PHASE II PROPOSED DEVELOPMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering expansion of the development of Osburn Lakes, and

WHEREAS, additional soil evaluation and condition assessment is required to determine the suitability of the proposed extension for residential construction, and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal provided by SME to perform these geotechnical services, and has determined that the scope of services specified by SME are necessary and proper to determine soil suitability for construction.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a professional services agreement with Soil and Materials Engineers, Inc. d/b/a SME of Lansing, Michigan for soils evaluation and condition assessment for the proposed Osburn Lakes Phase II development.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Proposal for Geotechnical Evaluation Services, Osburn Lakes Residential Development Phase II between the City of Owosso, Michigan and Soil and Materials Engineers, Inc. d/b/a SME in an amount not to exceed \$9,900.00.
- THIRD: The Finance Department accounts payable is authorized to make payment to SME for geotechnical services in the amount of \$9,900.00 plus contingency expenses in the amount of \$2,500.00 with prior approval, for a total of \$12,400.00.
- FOURTH: Funds are available from account 497-270-807.000 for these services.

**Warrant No. 563.** Authorize Warrant No. 563 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Caledonia Charter Township	Caledonia Utility Fund payment-7/1/18-9/30/18	Water	\$34,275.50
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement-7/1/18-9/30/18	Water	\$12,099.92

**Check Register – September 2018.**\* Affirm check disbursements totaling \$3,297,091.17 for September 2018.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Robertson, Bailey, Teich, Law, Mayor Pro-Tem Osika, Councilmember Greenway and Mayor Eveleth

NAYS: None

### **ITEMS OF BUSINESS**

#### **5<sup>th</sup> Monday Meeting**

Motion by Councilmember Law to cancel the fifth Monday meeting scheduled for October 29, 2018 due to a lack of agenda items.

Motion supported by Councilmember Greenway.

Roll Call Vote.

AYES: Mayor Pro-Tem Osika, Councilmembers Law, Teich, Greenway, Robertson, Bailey and Mayor Eveleth

NAYS: None

### **COMMUNICATIONS**

Cheryl A. Grice, Finance Director. Financial Statement Reporting Procedure.  
N. Bradley Hissong, Building Official. September 2018 Building Department Report.  
N. Bradley Hissong Building Official. September 2018 Code Violations Report.  
Kevin D. Lenkart, Public Safety Director. September 2018 Police Report.  
Kevin D. Lenkart, Public Safety Director. September 2018 Fire Report.  
Downtown Development Authority. Minutes of October 3, 2018.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke – thanked Mayor Pro-Tem Osika in regard to the flag issue, feels that business owners are afraid to protest because they feel the City will retaliate against them. An awesome event on the 1225 this weekend. We had a meeting regarding the fire truck last Saturday and exploring the idea of purchasing property on S. Washington St.

Cybil Jennen – thanked Council for considering her request, she is always available if anyone has any questions about the flag issue.

Councilmember Law – will the sign issue be on the next Planning Commission agenda? No, the agenda has already gone out.

Mayor Pro-Tem Osika – she has been talking with business owners about the flag issue, they never expressed the idea of the City retaliation.

Councilmember Law – Rick Morris is trying to put the Westown business association together again and the meeting is December 5, 2018 at 7 p at House of Wheels.

Mayor Eveleth – the Westown CIA was never abolished, give me 5 names to get the commission started again.

### **NEXT MEETING**

Monday, November 05, 2018

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2019  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Historical Commission – term expires December 31, 2020  
Historical Commission – term expires December 31, 2021  
Zoning Board of Appeals - Alternate – term expires June 30, 2021

### **ADJOURNMENT**

Motion by Mayor Pro-Tem Osika for adjournment at 8:41 p.m.

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

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk

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

t.s.b.





## MEMORANDUM

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

---

DATE: October 30, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Monroe Street Rehabilitation – Special Assessment Resolution No 3

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. **Monroe Street, from McMillan Avenue to east city limits**, is proposed by the city for street rehabilitation. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

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

**Step One/Resolution No. 1** identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **August 6, 2018** meeting.

**Step Two/Resolution No. 2** sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **October 15, 2018** meeting.

**Step Three/Resolution No. 3** documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process. Hearing of necessity will be held at the scheduled council meeting of **November 5, 2018**.

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

**Step Five/Resolution No. 5** documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the

opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

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

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

**Special Assessment District No. 2019-07**  
**Monroe Street, Public Street, from McMillan Avenue to east city limits**

**RESOLUTION NO.**

**MONROE STREET  
FROM MCMILLAN AVENUE TO EAST CITY LIMITS  
STREET RESURFACING  
SPECIAL ASSESSMENT RESOLUTION NO. 3**

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

MONROE STREET, A PUBLIC STREET, FROM MCMILLAN AVENUE TO EAST CITY LIMITS  
FOR STREET RESURFACING

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be **\$55,587.72** and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of **\$37,094.46** be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:  
  
Monroe Street, a Public Street, from McMillan Avenue to east city limits for street resurfacing
5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.



# City of Owosso

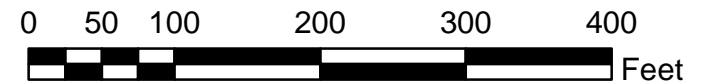
## Proposed Special Assessment

### Monroe Street From McMillan Avenue to East City Limit

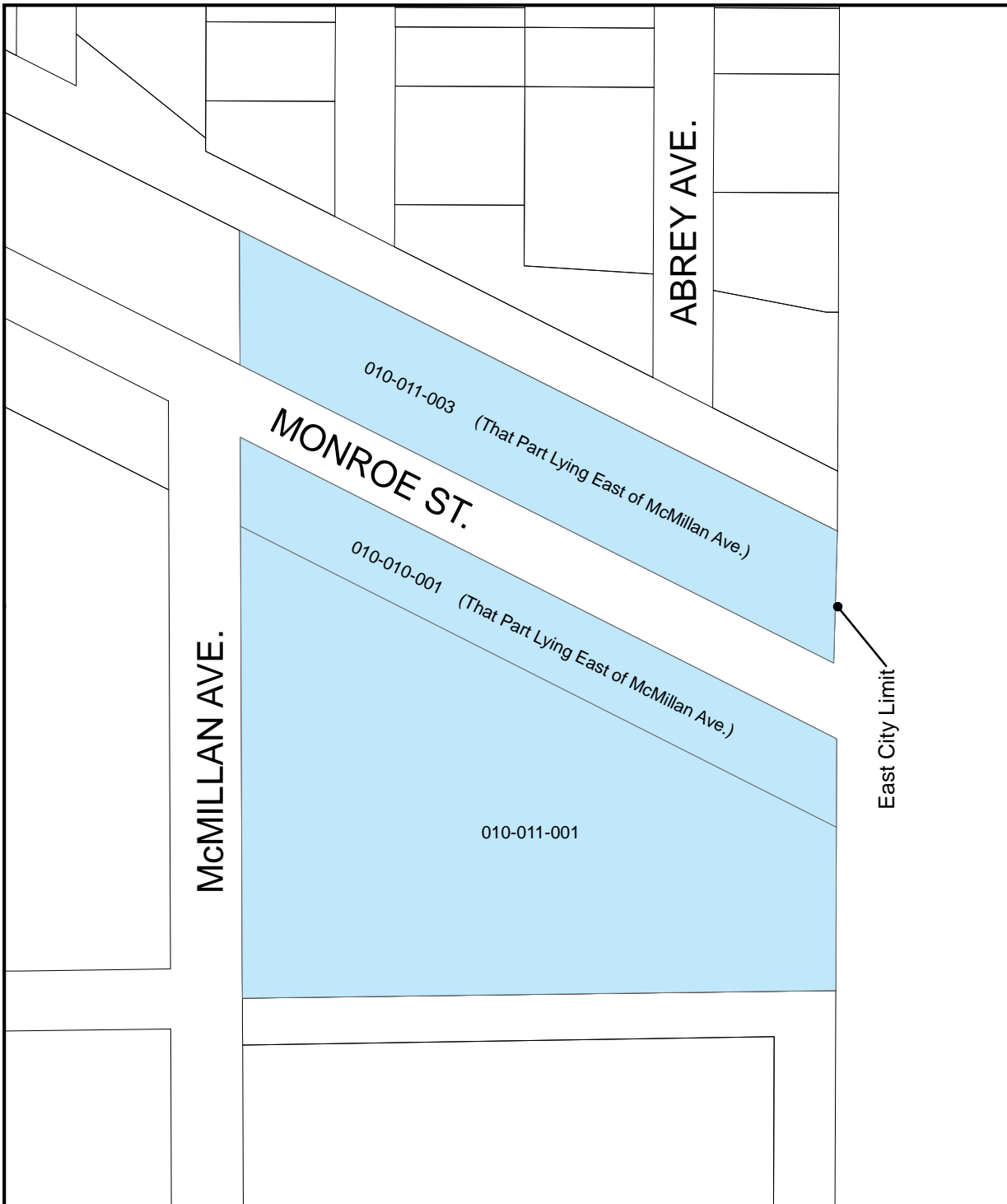


#### Legend

-  Special Assessment Parcels
-  City Parcels 2018
- 010-011-001 Parcel ID Number



1 inch = 132 feet



**From:** [Randy J. Chesney](#)  
**To:** [Amy K. Kirkland](#)  
**Cc:** [Glenn M. Chinavare](#)  
**Subject:** Monroe Street-Public Hearing-Comments  
**Date:** Friday, October 26, 2018 10:13:29 AM

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All,

Today, I responded to a telephone call from Becky Katcum, Consumers Energy Property Tax Department (telephone 517-788-2934). She questioned how we arrived to the special assessment portion of the project and how benefits were determined. I explained to her the process. I gave her the breakdown as to who is being specially assessed and individual amounts. She gathered that Tri-Mer is the primary requesting party. She wanted to somehow connect the city's soccer fields with the project; I told her the road segment under consideration is not consistent with Consumers Energy property adjacent to the soccer fields. I clarified that it is the road segment between McMillan Avenue and east city limits. Her discussion was more of a fact finding venture than contesting the special assessment. Not sure whether they may have a representative appear at the public hearing.

Randy



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

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# *MEMORANDUM*

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DATE: October 5, 2018

TO: City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Traffic Control Order # 1408

---

Jon Moore, Owosso Main Street/DDA, has requested a street and lot closure for the NYE Block Party.

**LOCATION:**

Washington Street from Main Street to Jerome Street

Main Street Plaza

**DATE/TIME:**

Monday, December 31, 2018  
8:00 pm – 3:00 am on January 1, 2019

The Public Safety Department has issued Traffic Control Order No# 1408 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.



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

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

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

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

Name of individual or group: Owosso Main Street/DDA - NYE Block Party Date: \_\_\_\_\_

Primary Contact Person Name: Jon Moore  
Title: NYE Block Party Work Plan Manager  
Address: 115 S. Washington Street  
Owosso, MI 48867  
Phone: 989.277.4247

Requested Date(s): Monday, December 31st Requested Hours: 8:00pm to 3:00am on 1/1/19

Area Requested (Parking Lot - Parade Route): Washington Street from Main St. to Jerome St.

Main Street Plaza Lot (see attached map)

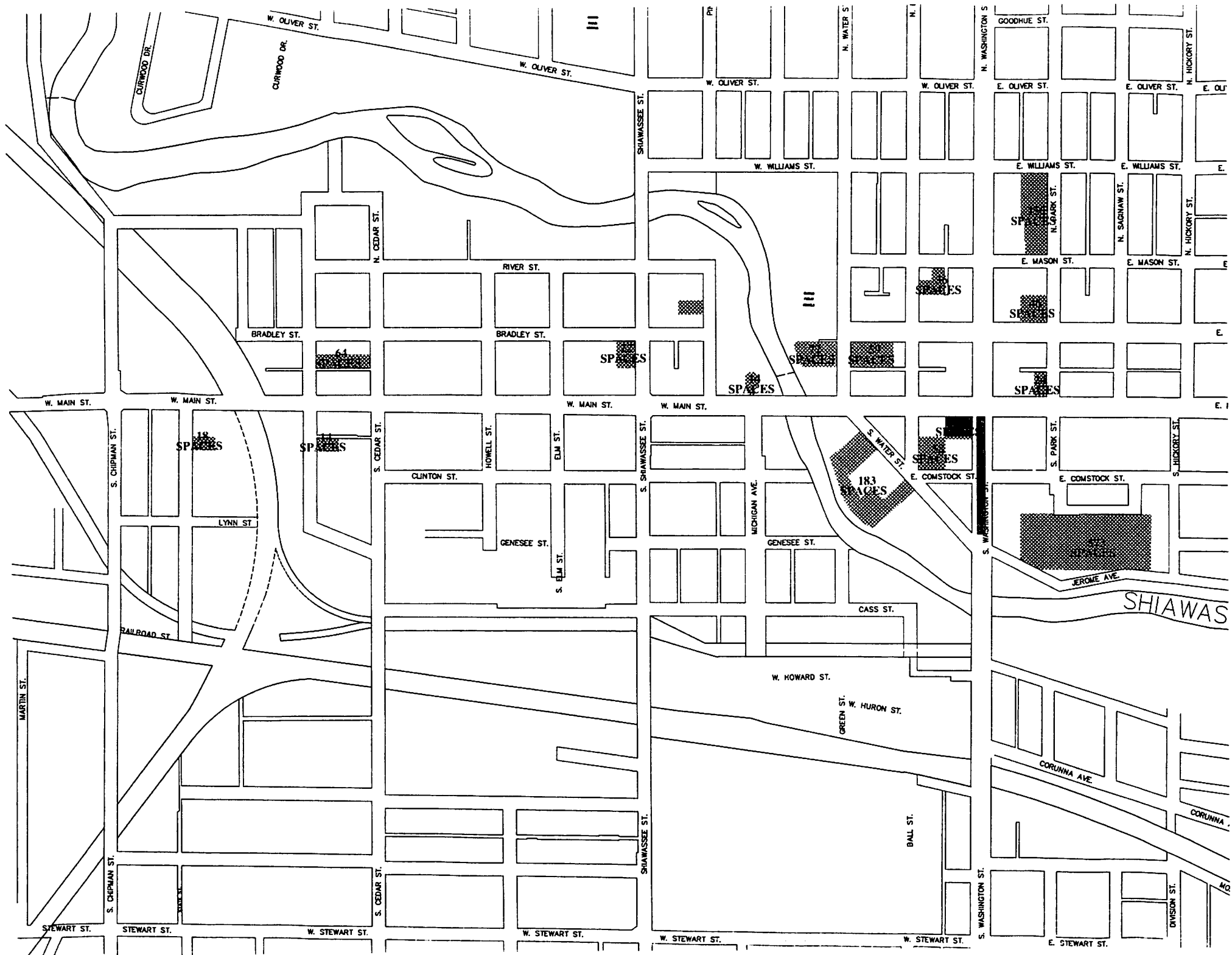
Detailed description of the use for which the request is made: NYE Block Party Event

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

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

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

Cc: DDA - Director  
WCIA - Chairperson





**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1408	10/05/18	4:00 pm

REQUESTED BY  
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL  
Street and lot closure

LOCATION OF CONTROL  
Washington Street from Main Street to Jerome Street  
Main Street Plaza

EVENT:  
NYE Block Party  
12/31/18  
8:00 pm - 3:00 am on 1/1/19

APPROVED BY COUNCIL  
\_\_\_\_\_, 20 \_\_\_\_

REMARKS



# 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: October 17, 2018  
TO: City Council  
FROM: Kevin Lenkart  
Public Safety Chief  
RE: Traffic Control Order 1409

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In 2019, the City of Owosso will begin reconstruction of Washington St., between M-71 and Gute St. Owosso City engineer Randy Chesney has requested the following traffic control changes to Washington St.

TCO Changes:

- Establish no parking regulation on both sides S. Washington St, between M-71 and Gute St.
- Establish an all way stop (four-way) for the intersection of Stewart St and Washington St, whereby all traffic must fully stop and yield the right of way to all traffic inside the intersection before proceeding.
- Abolish all existing parking regulations on both sides of S. Washington St, between M-71 and Gute St.
- Abolish the existing TCO for the intersection of Stewart St and Washington St.

The changes will be effective at the completion of the road construction that is tentatively scheduled for September 13, 2019. The approval of the TCO is requested now to allow city engineers adequate time to work on the design of the road.



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

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

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

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

Name of individual or group: City of Owosso Date: 10-18-18

Primary Contact Person

Name: Kevin Lenkart

Title: Public Safety Chief

Address: 202 S. Water

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

Requested Date(s): September 2019 Requested Hours: \_\_\_\_\_

Area Requested (Parking Lot - Parade Route): Washington St, between M-71 and Gute St.

Detailed description of the use for which the request is made: Establish no parking regulation on both sides of Washington St, and establish an all-way (four-way) stop at Stewart and Washington St. This TCO will be effective in Mid-September 2019 upon the completion of the reconstruction of the road.

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

Do Not Write Below This Line - For Officials Use Only

Approved [ ] Not Approved [ ] Date: \_\_\_\_\_ Traffic Control Order Number \_\_\_\_\_

Cc: DDA - Director
WCIA - Chairperson

**CITY OF OWOSSO**  
**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.	DATE	TIME
1409	10/17/18	4:00 pm

REQUESTED BY  
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL  
Street Closure – Reconstruction Project

LOCATION OF CONTROL

In 2019, the City of Owosso will begin reconstruction of Washington St., between M-71 and Gute St. Owosso City engineer Randy Chesney has requested the following traffic control changes to Washington St.

TCO Changes:

- Establish no parking regulation on both sides S. Washington St, between M-71 and Gute St.
- Establish an all way stop (four-way) for the intersection of Stewart St and Washington St, whereby all traffic must fully stop and yield the right of way to all traffic inside the intersection before proceeding.
- Abolish all existing parking regulations on both sides of S. Washington St, between M-71 and Gute St.
- Abolish the existing TCO for the intersection of Stewart St and Washington St.

EVENT:

APPROVED BY COUNCIL

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

REMARKS



## MEMORANDUM

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

---

**DATE:** October 31, 2018

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

**FROM:** Nathan Henne, City Manager

**SUBJECT:** 122 N Washington Mortgage Discharge

### BACKGROUND:

In November 2012, the Owner of 122 N. Washington received a rental rehab grant to remodel a second floor apartment at that address. The City has since discharged that mortgage because the 5-year program time-clock expired in 2017. However, in addition to the rental rehab grant, the City also approved a \$50,000 loan from the CDBG Revolving Loan Fund as a "gap" loan. That loan was approved by council at the Nov 5, 2012 meeting. The check for \$50,000 was issued to Jim Civile, owner of property in question, and then returned to the city 12 days later. Apparently, the owner found alternative financing and returned the money. Our financial records back this up. The mortgage was recorded in the register of deeds anyway and never discharged. Now there is a need to quiet title so that the new prospective owners can close on the property.

### FISCAL IMPACTS:

There are no fiscal impacts to the City if you discharge this mortgage.

### RECOMMENDATION:

Records show the city was paid back so I recommend discharging the mortgage to quiet title to 122 N Washington.

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING DISCHARGE OF CDBG REVOLVING LOAN FUND  
MORTGAGE FOR 122 NORTH WASHINGTON STREET**

WHEREAS, on November 5, 2012 the City of Owosso, Shiawassee County, Michigan filed a lien on 122 N Washington after a \$50,000 loan was issued from the City's CDBG Revolving Loan Fund program; and

WHEREAS, the loan was intended as gap financing in addition to a Michigan State housing Development Authority Rental Rehab Grant; and

WHEREAS, the loan check was returned to the City on December 12, 2012.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to discharge its mortgage lien for the CDBG Revolving Loan for 122 N Washington.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Mortgage Discharge Agreement between the City of Owosso, Michigan and James Civile and Cynthia Civile – whose address is 403 West Oliver Street, Owosso, Michigan 48867.

Vendor: 07451

JAMES AND CYNTHIA CIVILLE

Check #: 00000119914

11/30/12

Date	Invoice	Description/Detail	Amount
11/26/2012	LOAN PROCEEDS	122 N WASHINGTON ST	50,000.00

CITY OF OMOSSO  
 301 W MAIN ST  
 OMOSSO, MI 48867  
 Phone : (989) 725-0599

Received From:  
 JAMES & CYNTHIA CIVILLE

Date: 12/12/2012 Time: 1:23:16 PM  
 Receipt: 272213 \*\*\* REPRINT \*\*\*  
 Cashier: AKSmith  
 Workstation: 02 Drawer: 1

LOAN PROCEEDS 122 N WASHINGTON

ITEM REFERENCE	AMOUNT
ANY-2 Non GF item deposited to GF	
273-000-104,000-122 N WASH	\$50,000.00
TOTAL	\$50,000.00

CHECKS 119914 \$50,000.00  
 Total Tendered: \$50,000.00  
 Change: \$0.00

Total: 50,000.00

## **DISCHARGE OF MORTGAGE**

**The City of Owosso**, a Michigan municipal corporation, whose address is 301 West Main Street, Owosso, Michigan 48867,

hereby certifies that the Mortgage (Commercial Loan; Single Note) executed by

**James Civile and Cynthia Civile**, whose address is 403 West Oliver Street, Owosso, Michigan 48867,

dated November 26, 2012, and recorded on December 12, 2012 at liber 1179, page 0880, Shiawassee County records, against the following property in the City of Owosso, Shiawassee County, Michigan:

A part of lot 3, in block 21, of the original plat of the Map of Owosso, according to the recorded plat thereof, as recorded in deed liber B, page 411, Shiawassee County records, described as:

Beginning at the northwest corner of said lot 3;

thence east along the north line of said lot, 76.50 feet to the center of a brick wall;

thence south along the center of said wall, 25.50 feet;

thence west along the center of brick wall and parallel with the north line of said lot, 76.50 feet to the west line of said lot 3;

thence north along the west line of said lot 3 to the place of beginning,

More commonly known as: 122 North Washington Street

Parcel no. 050-470-021-002-00

has been paid in full and satisfied, and is DISCHARGED.



**Dated: November \_\_, 2018**

City of Owosso

\_\_\_\_\_  
By: Christopher Evelith  
Its: Mayor

Signed and acknowledged before me in Shiawassee County, Michigan on November \_\_, 2018 by Christopher Evelith as Mayor of the City of Owosso.

\_\_\_\_\_  
Notary Public

**Dated: November \_\_, 2018**

City of Owosso

\_\_\_\_\_  
By: Amy K. Kirkland  
Its: City Clerk

Signed and acknowledged before me in Shiawassee County, Michigan on November \_\_, 2018 by Amy K. Kirkland as City Clerk of the City of Owosso.

\_\_\_\_\_  
Notary Public

Drafted by, and when recorded return to: Thomas P. Christy (P55593), Dean & Fulkerson, P.C., 801 West Big Beaver, Suite 500, Troy Michigan 48084.

STATE OF MICHIGAN - SHIawassee COUNTY  
Received 12/12/2012 03:47:45 PM 3242877  
Recorded 12/12/2012 03:48:11 PM M  
LORI KIMBLE, REGISTER OF DEEDS

MORTGAGE

(Commercial Loan; Single Note)

**THIS IS A FUTURE ADVANCE MORTGAGE.**

THIS MORTGAGE made this 26th day of November, 2012, by James C Civile, a married man and Cynthia L Civile a married woman whose address is 403 West Oliver Street, Owosso, MI 48867 (hereinafter referred to as "Mortgagor"), unto The City of Owosso, 301 West Main Street, Owosso, MI 48867 (the "Mortgagee"):

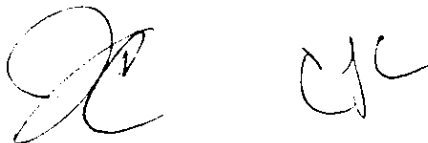
W I T N E S S E T H:

That to secure the payment of Fifty Thousand and No/100 Dollars (\$50,000.00) on or before November 27, 2012; together with interest thereon, payable in United States legal tender, as evidenced by Mortgagor's Promissory Note (the "Note") to Mortgagee, bearing even date herewith, as well as any renewals, modifications, extensions or replacements thereof and any future promissory note or other obligation of Mortgagor to Mortgagee which states that it is secured hereby, and to secure the performance of the covenants and conditions herein contained, and to secure the payment of all other amounts payable by Mortgagor to Mortgagee hereunder (hereinafter collectively referred to as the "Indebtedness Secured Hereby"), Mortgagor hereby mortgages and warrants to Mortgagee all of that certain piece or parcel of land in the City of Owosso County of Shiawassee, and State of Michigan (hereinafter referred to as the "Real Estate"), more particularly described as set forth in Exhibit A hereto and incorporated herein by this reference.

TOGETHER with all buildings, structures and improvements now or hereafter erected thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion or reversions, remainder or remainders thereof, and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor of, in and to the same and of, in and to every part and parcel thereof;

TOGETHER with all the rents, issues and profits thereof, which are hereby assigned, transferred and set over to the Mortgagee;

TOGETHER with all oil, gas and minerals in, upon or under the Real Estate and any royalties associated therewith;



M-10

TOGETHER with all rights under the Land Division Act (MCL 560.101 et seq.), including all rights to make divisions, exempt splits or subdivisions of the Real Estate;

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue or alley, opened, proposed or vacated in front of or adjoining the Real Estate to the center line thereof;

TOGETHER with all easements, rights and licenses relating to the Real Estate;

TOGETHER with all machinery, apparatus, equipment, appliances, floor covering, materials, fittings, fixtures and personal property of every kind and nature whatsoever, now or hereafter located in or upon, affixed to or intended for use in or upon the Real Estate, or any part thereof, now owned or hereafter acquired by Mortgagor, and used or usable in connection with any present or future operation or maintenance of the Real Estate, and all replacements thereof (the "Fixtures"), including, but without limiting the generality of the foregoing, all heating, lighting, ventilating and power equipment, pipes, ducts, pumps, tanks, compressors, engines, motors, conduits, plumbing and cleaning equipment, fire extinguishing systems, refrigerating and ventilating apparatus, air cooling and air conditioning apparatus, gas, water and electrical equipment, elevators, escalators, attached cabinets, shelving, partitions, carpeting, communications equipment and all of the right, title and interest of Mortgagor in and to any Fixtures which may be subject to any title retention or security agreement superior in lien to this Mortgage. All Fixtures hereinabove described shall be deemed part and parcel of said Real Estate, appropriated to the use of said Real Estate and shall for the purpose of this Mortgage and as security therefor be deemed conclusively to be real estate and mortgaged hereby (all of which Real Estate and Fixtures are hereinafter called "Premises"); and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same which may be made with respect to any of the Real Estate as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Real Estate, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and the costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment. Mortgagor shall execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

Initials *JCE*

MORTGAGOR HEREBY COVENANTS AS FOLLOWS:

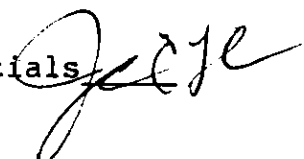
1. Payment of Debt. The Mortgagor will pay the Mortgagee all Indebtedness Secured Hereby in accordance with the terms of the Note or other instrument evidencing such indebtedness and the provisions hereof.

2. Funds for Taxes and Insurance. Mortgagor agrees that Mortgagee may, at its option, require Mortgagor to pay to Mortgagee on the day monthly installments of principal and interest are payable under the Note, a sum (the "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Real Estate, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

Mortgagee shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Mortgagee, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly installments of Funds. If the amount of the Funds held by Mortgagee shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Mortgagee to Mortgagor requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If the Real Estate is sold at foreclosure sale or the Real Estate is otherwise acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Real Estate or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Mortgage.

Initials 

3. Title. At the time of the execution and delivery of this Mortgage, Mortgagor is seized of the Premises in fee simple, free of all liens and encumbrances, and Mortgagor will warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a second lien upon said Premises and every part thereof.

4. Taxes. The Mortgagor will pay all taxes, assessments and other governmental charges levied against or affecting the Premises before any penalty for nonpayment attaches thereto; and the Mortgagor will promptly pay all levies and liens which may be made or placed against the Premises. Provided, however, that after first obtaining written consent of Mortgagee, Mortgagor shall not be required to pay or discharge any lien or levy, nor shall Mortgagor be deemed to be in default for not so doing, if Mortgagor in good faith and by appropriate legal proceedings contests either the validity thereof or the amount claimed to be due, and the Mortgagor files such bond or provides such security as in Mortgagee's sole discretion shall be deemed necessary or desirable.

5. Repairs. Mortgagor will abstain from and will not suffer the commission of waste on said Premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said Premises, or remove the same therefrom, without the written consent of Mortgagee. Mortgagor will not permit any portion of the Premises to be used for any unlawful purpose. Mortgagor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction thereof relating to the Premises or the use, occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time to time, to enter the Premises for the purpose of inspecting the same.

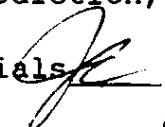
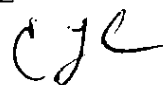
6. Insurance. Mortgagor will keep all buildings, improvements and fixtures now or hereafter upon said Premises insured against loss and damage by fire and the perils covered by extended coverage insurance, and against such other risks, and in such amounts, as may from time to time be required by Mortgagee (but in no event shall the amount of such insurance policies be less than the amount necessary to avoid the application of any coinsurance provisions under such policies), and with such insurer or insurers as may from time to time be approved by Mortgagee, with the proceeds thereof payable to Mortgagee under a mortgagee clause, without contribution, satisfactory to Mortgagee. All such policies shall provide for cancellation only after thirty (30) days' written notice to Mortgagee. The policies of such insurance, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Mortgagee.

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In the event of loss or damage, Mortgagee is authorized and empowered (at its option) to settle or compromise claims under said policies, and to collect and receive the proceeds from any policy of insurance. Mortgagor hereby authorizes Mortgagee to act as Mortgagor's attorney in fact for the purpose of collecting such insurance proceeds, including the power to negotiate checks in the name of Mortgagor, and agrees that such power of attorney is coupled with an interest and shall be irrevocable. Insurance proceeds shall be applied toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds, and toward the payment of the Indebtedness Secured Hereby or any portion thereof, whether or not then due or payable; or Mortgagee, at its sole discretion and option, may apply said insurance proceeds or any part thereof to the repair or rebuilding of said Premises. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such default or notice. In the event of sale of the Premises on foreclosure, the ownership of all policies of insurance shall pass to the purchaser at said sale.

7. Payments by Mortgagee. If default be made in the payment of any of the aforesaid taxes, assessments, levies, or liens, or in making repairs or replacements, or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes, assessments, levies and liens, make such repairs and replacements, effect such insurance and perform any other covenant of Mortgagor herein. All advances, costs, expenses and attorneys' fees which Mortgagee may make, pay, incur or advance under any provision of this instrument for the protection of the security of the Mortgagee or any of the rights of Mortgagee in connection with the Premises, or in foreclosure proceedings commenced and subsequently abandoned, or in any dispute or litigation in which Mortgagee may become involved by reason of or arising out of this Mortgage, or to carry out any covenant of Mortgagor herein which Mortgagor has failed to carry out, shall be paid by Mortgagor to Mortgagee upon demand and bear interest from the date of advance or payment, until repaid, at the rate set forth in the Note, all of which obligations shall be additional charges upon the Premises and be equally secured hereby, prior to any right or title to, interest in or claim upon the Premises subordinate to the lien of this Mortgage.

8. Waste. "Waste," in accordance with the provisions of Section 2927 of Act 236 of the Michigan Public Acts of 1961, as amended from time to time, shall include nonpayment of any taxes or assessments levied or assessed upon the Premises, and nonpayment of any insurance premium upon any insurance policy covering the Premises, or any part thereof. Upon the happening of either or both of such acts of waste and on proper application made therefore by Mortgagee to a court of competent jurisdiction,

Initials  

Mortgagee shall forthwith be entitled to the appointment of a receiver of the Premises and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment shall confer. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefore or hearing thereon. Payment by Mortgagee for and on behalf of Mortgagor of any such delinquent taxes or insurance premiums, properly payable by Mortgagor under the terms of this Mortgage, shall not cure the default herein described, nor shall it in any manner impair Mortgagee's right to the appointment of a receiver on account thereof.

9. Acts of Default. The entire Indebtedness Secured Hereby, together with interest thereon, shall become due and payable and this Mortgage shall become subject to foreclosure at the option of Mortgagee without notice, except as otherwise provided herein:

a. Upon the election by Mortgagee to accelerate the maturity of the Note pursuant to the provisions of the Note or of any other instrument which may be held by Mortgagee as additional security for the Note; or

b. In the event of a default by Mortgagor under any of the terms or conditions of this Mortgage; or

c. After default in the payment of any installment of principal and/or interest when due on the Indebtedness Secured Hereby; or

d. After default in the payment when due of any tax, water rate, assessment or other charge on the Premises; or

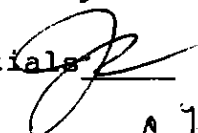
e. After default in assigning and delivering or keeping in force the policies of insurance herein described or referred to or in reimbursing Mortgagee for premiums paid on such insurance, as herein provided; or

f. After default in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the Mortgage debt, as hereinafter provided; or

g. Upon the actual or threatened waste, removal or demolition of, or material alteration to, any part of the Premises; or

h. Upon assignment by Mortgagor of the whole or any part of the rent, income or profits arising from the Premises without the written consent of Mortgagee; or

i. Upon failure to remove any federal tax lien on the Premises or in bonding off or otherwise adequately securing the

Initials   
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Premises against said lien within five (5) days of the placement of such lien; or

j. If, by order of a court of competent jurisdiction, a receiver, liquidator or trustee of Mortgagor, or of any of its property, shall be appointed and shall not have been discharged within thirty (30) days; or

k. If, by decree of such a court, Mortgagor shall be adjudicated bankrupt or insolvent, or any of its property shall have been sequestered, and such decree shall have continued undischarged and without stay for thirty (30) days after the entry thereof; or

l. If Mortgagor shall default in the performance of the obligations of Mortgagor under any senior mortgage upon the Premises; or

m. If Mortgagor shall file a petition in voluntary bankruptcy or for an arrangement or reorganization under any provision of any bankruptcy or other similar statute or shall consent to the filing of any such petition; or

n. If Mortgagor shall make any assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

o. If Mortgagor shall consent to the appointment of a receiver, liquidator or trustee of Mortgagor or of all or any part of this property; or

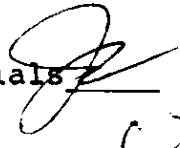
p. If Mortgagor shall institute any proceedings for the dissolution or liquidation of Mortgagor; or

q. If Mortgagor shall sell, transfer, encumber or hypothecate all or any part of the Premises without the prior written consent of Mortgagor; or

r. If Mortgagor is other than a natural person, upon the merger or consolidation of Mortgagor with or into any other corporation, limited liability company or other entity or upon any sale, transfer or redemption of stock, membership interests or other ownership interest in Mortgagor without the prior written consent of Mortgagor; or

s. If Mortgagor shall violate any of the provisions of any lease or leases now or hereafter covering or affecting the Premises, or any portion thereof.

Each of the acts or omissions to act set forth above is hereinafter sometimes referred to as an "Act of Default."

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10. Power of Sale. Upon the occurrence of any Act of Default, the Mortgagee is hereby authorized and empowered to sell or cause to be sold the Premises at public auction, and to convey the same to the Purchaser, pursuant to the provisions of Act 236, Public Acts of Michigan, 1961 (MCLA 600.3201 et seq.) pertaining to "Foreclosure of Mortgage by Advertisement," which statute does not require that the Mortgagor be personally notified of such sale or that a judicial hearing be held before the sale is held. The Mortgagor further agrees that the Mortgagee is authorized and empowered to retain out of the sale proceeds such monies as are due it as provided in this Mortgagee.

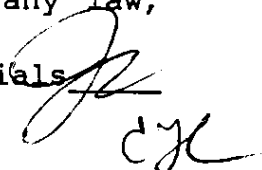
WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED PROPERTY IN CONNECTION THEREWITH, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS TO PUBLISH NOTICE IN A LOCAL NEWSPAPER AND TO POST A COPY OF THE NOTICE ON THE PREMISES.

WAIVER: THE MORTGAGOR HEREBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH THE ABOVE MENTIONED FORECLOSURE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE ABOVE MENTIONED MICHIGAN STATUE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

11. Application of Proceeds. Upon a foreclosure sale of said Premises or any part thereof under the power of sale herein contained or under a decree of a court of chancery, the proceeds of such sale shall be applied in the following order:

- a. To the payment of all costs of the suit or foreclosure, including reasonable attorneys' fees and the cost of title searches and abstracts;
- b. To the payment of all other expenses of Mortgagee, including all moneys expended by Mortgagee hereunder, with interest thereon;
- c. To the payment of the principal and interest of the Indebtedness Secured Hereby;
- d. To the payment of the surplus, if any, to Mortgagor or to whosoever shall be entitled thereto.

12. Sale in Parcels. Upon any foreclosure sale of the Premises, the same may be sold either as a whole or in parcels, as Mortgagee may elect, and if in parcels, the same may be divided as Mortgagee may elect, and at the election of Mortgagee may be offered first in parcels and then as a whole, the offer producing the highest price for the entire property to prevail, any law,

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statutory or otherwise, to the contrary notwithstanding. The Mortgagor hereby waives the right to require any such sale to be made in parcels or the right to select such parcels.

13. Eminent Domain. In the event of the taking of all or any portion of the Premises in any proceedings under the power of eminent domain, the entire award rendered in such proceedings shall be paid to Mortgagee, to be applied toward reimbursement of all costs and expenses of Mortgagee in connection with said proceedings, and toward the payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the Indebtedness Secured Hereby, or any portion thereof, whether or not then due or payable; or Mortgagee, at its option, may apply said award, or any part thereof, to the repair or rebuilding of said Premises.

14. Assignment of Rents. As additional security for the payment of the principal and interest of the Indebtedness Secured Hereby, Mortgagor hereby assigns and transfers to Mortgagee all the rents, profits and income, whether due or to become due, under all oral and written leases of the Premises in existence or coming into existence during the period this Mortgage is in effect (the "Rents"). This assignment of rents shall run with the land and be good and valid as against Mortgagor herein, or those claiming by, under or through Mortgagor, from the date of the recording of this Mortgage. Provided, however, Mortgagor may collect and retain such rents, profits and income so long as Mortgagor is not in default hereunder. This assignment shall continue to be operative during the foreclosure or any other proceeding taken to enforce this Mortgage. In the event of a sale on foreclosure which shall result in deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency.

In the event of default by Mortgagor under this Mortgage, Mortgagor shall, immediately upon demand by Mortgagee, deliver and surrender possession of the Premises to Mortgagee. Mortgagee shall have the right following such default and thereafter to collect the rents, profits and income from the Premises; rent or lease said Premises or any portion thereof upon such terms and for such time as it may deem best; and terminate any tenancy and maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser. Mortgagee shall apply the net proceeds of such rent, profits and income as follows: preservation of the Premises; payment of taxes; payment of insurance premiums; payment of the Indebtedness Secured Hereby.

In the event that Mortgagor fails, refuses or neglects to deliver or surrender such possession, Mortgagee shall be entitled to the appointment of a receiver of the Premises and of the rents, profits and income with such power as the Court making such appointment may confer.

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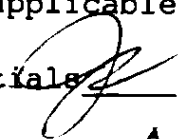
15. Leases. Mortgagor shall observe and perform all covenants, conditions and agreements contained in any lease or leases now or hereafter affecting the Premises, or any portion thereof, on the part of Mortgagor to be observed and performed. Mortgagor shall not amend or otherwise modify any existing or future lease so as to reduce the existing rent or lease term, or accept any prepayment of rent or installment of rent for more than one month in advance, without the prior written consent of Mortgagee. Mortgagor, upon request, from time to time, shall furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by Mortgagor, of all leases relating to the Premises, and, on demand, Mortgagor shall furnish to Mortgagee conformed true copies of any and all such leases.

16. Remedies. Mortgagee shall have the right from time to time to sue for any Indebtedness Secured Hereby or any other indebtedness of Mortgagor to Mortgagee, whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other debt required to be paid under the terms thereof, as the same become due, without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or other actions, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

The rights of Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

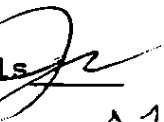

17. No Discharge. No transfer of the Premises by Mortgagor and no extension of time of payment or other indulgence after such transfer shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue until all of the Indebtedness Secured Hereby is paid in full, notwithstanding any transfer of said Premises, extension of time or other indulgence to the then owner.

18. Hazardous Materials. Mortgagor represents and warrants that (a) there are no Hazardous Materials (hereinafter defined) on the Mortgaged Property, except those in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and (b) no owner or occupant nor any prior owner or occupant of the Mortgaged Property has received any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Mortgaged Property. Mortgagor covenants that the Mortgaged Property shall be kept free of Hazardous Materials, and neither Mortgagor nor any occupant of the Mortgaged Property shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Mortgaged Property, except in compliance with all applicable

Initials   
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federal, state and local laws, ordinances, rules and regulations. Mortgagor shall comply with and ensure compliance by all occupants of the Mortgaged Property with, all applicable federal, state and local laws, ordinances, rules or regulations, and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Mortgagor receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Mortgaged Property, Mortgagor shall immediately notify Mortgagee. Mortgagor shall conduct and complete all investigations, studies, sampling, testing, and all remedial actions necessary to clean up and remove all Hazardous Materials from the Mortgaged Property in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The term "Hazardous Materials" as used in this Mortgage shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule or regulation, but excluding Asbestos, as defined in the following paragraph. The obligations and liabilities of Mortgagor under this paragraph shall survive any entry of a judgment of foreclosure or the delivery of a deed in lieu of foreclosure of this Mortgage.

19. Asbestos. Mortgagor represents and warrants that there is no asbestos or material containing asbestos ("Asbestos") on the Mortgaged Property, and that no owner or occupant nor any prior owner or occupant of the Mortgaged Property has received any notice or advice from any governmental agency or any source whatsoever with respect to Asbestos on, affecting or installed on the Mortgaged Property. Mortgagor covenants that the Mortgaged Property shall be kept free of Asbestos, and neither Mortgagor nor any occupant of the Mortgaged Property shall install, or permit to be installed, Asbestos on the Mortgaged Property. Mortgagor shall comply with, and ensure compliance by all occupants of the Mortgaged Property with, all applicable federal, state and local laws, ordinances, rules and regulations with respect to Asbestos, and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Mortgagor receives any notice or advice from any governmental agency or any source whatsoever with respect to Asbestos on, affecting or installed on the Mortgaged Property, Mortgagor shall immediately notify Mortgagee. Mortgagor shall conduct and complete all investigations, studies, sampling, testing and all remedial actions necessary to clean up and remove all Asbestos from the Mortgaged Property in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The obligations and liabilities of Mortgagor under this paragraph shall survive any entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.

Initials   


20. Indemnification. Mortgagor shall protect, defend, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Mortgaged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, including the cost of any environmental audit or investigation deemed necessary by Mortgagee; (f) the failure of any person to file timely with the Internal Revenue Service an accurate Form 1099-S, Statement for Recipients of Proceeds from Real Estate Transactions, which may be required in connection with the Mortgage, or to supply a copy thereof in a timely fashion to the recipient of the proceeds of the transaction in connection with which this Mortgage is made; (g) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Mortgaged Property or any other Property or the presence of Asbestos on the Mortgaged Property; (h) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials or Asbestos; (i) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or Asbestos; (j) any violation of laws, orders, regulations, requirements or demand of government authorities, which are based upon or in any way related to such Hazardous Materials or Asbestos including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses. Any amounts payable to Mortgagee by reason of the application of this paragraph shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the highest rate applicable to the Indebtedness Secured Hereby from the date loss or damage is sustained by Mortgagee until paid. The obligations and liabilities of Mortgagor under this paragraph shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.

Initials  

21. Land Division. Mortgagor shall not effect or attempt any division, exempt split or subdivision of the Premises without the prior written consent of Mortgagee.

22. Successors. All of the covenants and conditions hereof shall run with the land and shall be binding upon the heirs, representatives, successors and assigns of Mortgagor, and shall inure to the benefit of the successors and assigns of Mortgagee. Any reference herein to "Mortgagee" shall include the successors and assigns of Mortgagee.

23. Certification of Debt. Mortgagor, upon its receipt of a written request from Mortgagee, shall certify, by a writing executed by an officer of Mortgagor and duly acknowledged, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then secured by this Mortgage and whether any offsets or defenses exist against the Indebtedness Secured Hereby. Such certification shall be delivered to Mortgagee within ten (10) days of Mortgagee's request.

24. Notice. The parties agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be made in writing and shall be deemed given when personally served or when sent by certified mail or deposited in any U.S. post office or mail box enclosed in a postage-paid envelope, addressed to each party at the addresses set forth at the beginning of this Mortgage; and that such addresses may be changed from time to time by either party by serving notice upon the other as herein provided.

25. Complete Agreement. This Mortgage and the documents referenced herein constitute the entire agreement of Mortgagor and Mortgagee with respect to the subject matter hereof. This Mortgage may not be amended except by a writing signed by Mortgagor and Mortgagee.

26. Non-Waiver. Mortgagee's delay in exercising or its failure to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time thereafter.

27. Severability. In the event that any provision of this Mortgage is found to be invalid or unenforceable, the invalid or unenforceable provision shall be severed from this Mortgage and the remaining provisions shall remain in full force and effect. To this end, the provisions of this Mortgage are declared to be severable.

28. Parties Bound. The covenants and obligations described herein shall bind Mortgagor and Mortgagor's heirs, executors, administrators, successors and assigns, and the benefits and

Initials 

advantages of this Mortgage shall inure to Mortgagee and Mortgagee's successors and assigns.

29. Time is of the Essence. Time is of the essence in the performance of Mortgagor's covenants and obligations under this Mortgage.

30. No Merger. Mortgagee's interest shall not merge with any other interest in the Premises that is at any time held by or for the benefit of Mortgagee unless Mortgagee consents in writing to such merger.

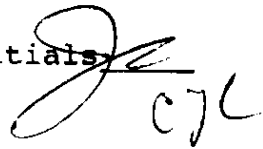
31. Joint and Several. All nouns, pronouns and relative terms relating to Mortgagor shall be deemed to be masculine, feminine or neuter, singular or plural, as the context may indicate. If Mortgagor consists of more than one person, their liability hereunder shall be joint and several.

32. Cross Default. The Note secured by this Mortgage is or may also be secured by a security agreement, an assignment of rents or other security instruments. Any default under any instrument or agreement delivered to secure the Indebtedness Secured Hereby shall be deemed an act of default by Mortgagor hereunder, entitling Mortgagee to all remedies granted it upon default hereunder. Any act of default by Mortgagor under this Mortgage shall be deemed an act of default by Mortgagor under any other instrument or agreement given to secure the Indebtedness Secured Hereby, entitling Mortgagee to all remedies granted it upon default thereunder.

33. Marginal Headings. The marginal headings are inserted merely for convenience and shall not modify the terms of this instrument in any respect.

34. Failure to Complete Construction. In the event Mortgagor shall not complete the construction of any building or buildings now being erected or to be erected on the Premises, in accordance with plans and specifications submitted to the Mortgagee and to the satisfaction of the Mortgagee, on or before NA , or if work on said construction should cease before completion and the work should remain abandoned for a period of thirty (30) days, then and in either event, the entire Indebtedness Secured Hereby shall at once become due and payable, at the option of the Mortgagee.

35. Completion of Construction by Mortgagee. In the event of abandonment, for the period of thirty (30) days, of work on the construction of any building or buildings now being erected or to be erected on any of the Premises, the Mortgagee may, at its option, enter the Premises and complete the construction of the building or buildings. The Mortgagor hereby gives to the Mortgagee full power and authority to make such entry and to enter

Initials 

into such contracts or arrangements as may be necessary to complete the building or buildings; and all amounts expended by Mortgagee in connection with such completion and construction shall be deemed to have been paid to Mortgagor and secured hereby, and shall be due and payable by Mortgagor to Mortgagee on demand, with interest at the rate set forth in the Note. In the event of any default, Mortgagor hereby constitutes and appoints Mortgagee its true and lawful attorney-in-fact with full power of substitution in the Premises, to complete the construction in the name of Mortgagor.

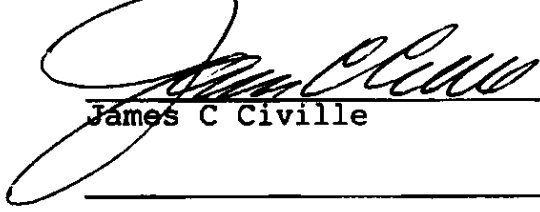
36. Partial Release. If there has been no default in any of the terms of this Mortgage, the Mortgagee shall give partial releases of lots from the lien of this Mortgage, on the following terms and conditions:

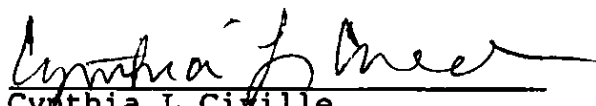
a. The Premises shall have been subdivided into no less than NA ( ) lots of approximately equal size and a final plat thereof recorded pursuant to the provisions of the Land Division Act (MCL 560.101 et seq.).

b. Mortgagor shall pay to Mortgagee the sum of NA Dollars (\$) plus interest to the date of payment, for each such lot which Mortgagor desires to be so released. Such payment shall be on account of the principal then outstanding under the Note.

IN WITNESS WHEREOF, the said Mortgagor has caused these presents to be executed the day and year first above written.

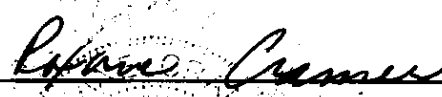
MORTGAGOR


  
James C Civile

  
Cynthia L Civile

STATE OF MICHIGAN) ss.  
COUNTY OF ) [Individual(s)]

Acknowledged before me this 26<sup>th</sup> day of November, 2012 by James C Civile, a married man and Cynthia L Civile, a married woman.

  
Notary Public  
County, Michigan  
My commission expires:  
REXANE CRAMER  
Notary Public, State of Michigan,  
County of Shiawassee  
My Commission Expires August 11, 2017  
Acting in the County of Shiawassee

Initials 



Instrument drafted by:  
William R. Garchow  
Currie Kendall Polasky Meisel, PLC  
6024 Eastman, P.O. Box 2765  
Midland, Michigan 48640  
(989) 839-0300

Blanks completed by and  
when recorded return to:  
Adam Zettel  
The City of Owosso  
301 West Main Street  
Owosso, MI 48867

rev. 11/2/07

EXHIBIT A

Real Property Description

City of Owosso County of Shiawassee State of Michigan

A part of Lot 3 in Block 21 of the Map of Owosso, as recorded in Liber B of Deeds, Page 411, Shiawassee County Records, described as beginning at the Northwest corner of said Lot 3, thence East along the North line of said Lot 76.50 feet to the center of a brick wall, thence South along the center of said wall, 25.50 feet, thence West along the center of brick wall and parallel with the North line of said Lot, 76.50 feet to the West line of said Lot 3, thence North along the West line of said Lot 3 to the place of the beginning.

Tax ID# 050-470-021-002

CKA: 122 North Washington St, Owosso, MI 48867

Lot 4, Block 7 of Lucy L Comstock's Addition according to the plat thereof recorded in Liber Y of Plats, page 639 of Shiawassee County Records.

Tax ID#050-120-007-006-00

612 West Main Street, Owosso, MI 48867

Initials



## MEMORANDUM

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

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DATE: October 30, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: North Street Resurfacing – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. **North Street, from west city limits to Chipman Street**, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

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

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **August 6, 2018** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. City Council is asked to act upon Resolution No. 2 on **November 5, 2018** for the proposed improvement.

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

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

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

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

**North Street, Public Street, from west city limits to Chipman Street**

**Special Assessment Resolution No. 2 for North Street**

Special Assessment District No. 2019-08

**North Street, Public Street, from west city limits to  
Chipman Street**

**RESOLUTION NO.**

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

**North Street, Public Street, from west city limits to Chipman Street; Resurfacing**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be **\$238,802.34** and determines that **\$30,898.57** thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that **\$207,903.77** of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, \_\_\_\_\_ for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**North Street, Public Street, from west city limits to Chipman Street**

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

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

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

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

NORTH ST FROM CITY LIMITS TO CHIPMAN

SPECIAL ASSESSMENT ROLL

NORTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
OWOSSOTOWNSHIP				2239.6	1	2239.60		\$0.00	
				2239.6		2239.60		\$0.00	

SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
	NORTH	GREAT LAKES CENTRAL RAILROAD INC	450-000-040	30	0.75	22.50	\$ 18.24	\$410.40	I1
1605-13	NORTH	MARRAH, LAWRENCE III; KLINE, HANNAH	450-000-022	330	1	330.00	\$ 15.13	\$4,992.90	R1
1601	NORTH	GOETZINGER, ALLAN M JR	450-000-056	215	0.75	161.25	\$ 15.13	\$2,439.71	R1
1515	NORTH	HANSEN, ROBERT & JACQUELINE	450-000-001	160	0.75	120.00	\$ 15.13	\$1,815.60	R1
1501	NORTH	MILLER, ROBERT J JR & MARCIA D	450-000-002	43	1	43.00	\$ 15.13	\$650.59	R1
	NORTH	TOMAN, FREDERICK J & KIMBERLY M	450-000-042	0	1	0.00	\$ 15.13	\$0.00	R1
1435	NORTH	SAVAGE, AARON	450-000-052	230	1	230.00	\$ 15.13	\$3,479.90	R1
1405	NORTH	COVENANT EYES ENTERPRISES LLC	537-000-063	254.1	1	254.10	\$ 18.24	\$4,634.78	OS1
1375	NORTH	OWOSSO PUBLIC SCHOOLS	537-000-005	426	1	426.00	\$ 15.13	\$6,445.38	R1
1339	NORTH	GILLETT, SHARON A	537-000-009	88	1	88.00	\$ 15.13	\$1,331.44	R1
1249	N CHIPMAN	FIRST FREE METHODIST CHURCH	537-000-011	414	0.75	310.50	\$ 15.13	\$4,697.87	R1
				2190.1		1985.35		\$30,898.57	

TOTAL ASSESSABLE FRONT FOOTAGE

4224.95

ENGINEER'S ESTIMATE OF PROBABLE COST FOR NORTH ST, FROM WEST CITY LIMITS TO CHIPMAN  
 RESOLUTION NO. 2

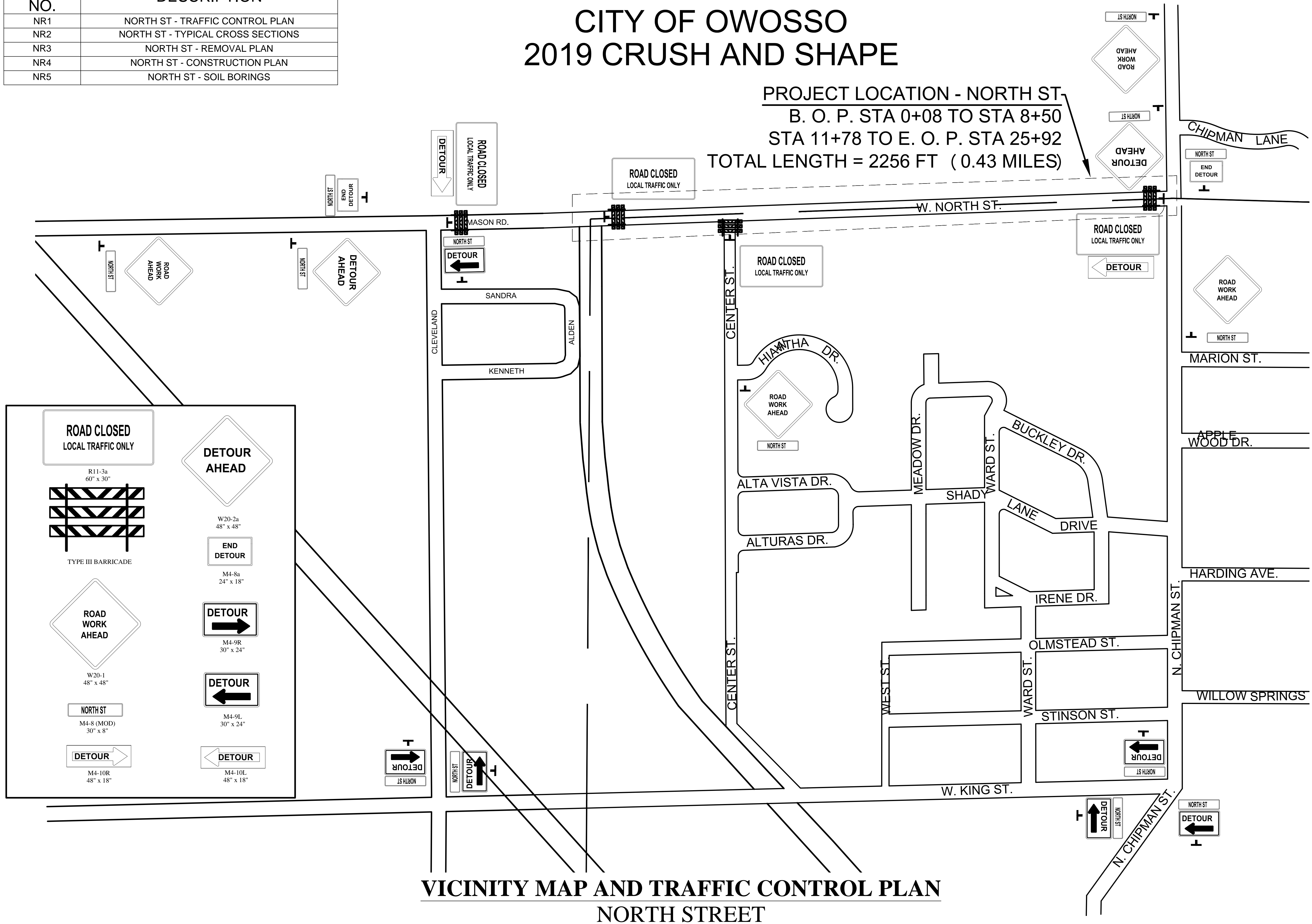
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
MOBILIZATION, MAX_____	LSUM	1	\$ 9,500.00	\$ 9,500.00	\$ 9,500.00	\$ 5,700.00	\$ 3,800.00	\$ 3,800.00
APPROACH, CL II, LM	TON	5	\$ 20.00	\$ 100.00	\$ 100.00	\$ 60.00	\$ 40.00	\$ 40.00
SHOULDER, CLI	TON	83	\$ 20.00	\$ 1,660.00	\$ 1,660.00	\$ 996.00	\$ 664.00	\$ 664.00
HMA BASE CRUSHING AND SHAPING, MODIFIED (6")	SYD	5387	\$ 2.75	\$ 14,814.25	\$ 4,888.70	\$ 2,933.22	\$ -	\$ 1,955.48
ASPHALT CEMENT STABALIZED BASE COURSE (4")	SYD	5387	\$ 2.40	\$ 12,928.80	\$ 6,464.40	\$ 3,878.64	\$ -	\$ 2,585.76
ASPHALT CEMENT BINDER	GAL	8919	\$ 3.60	\$ 32,108.40	\$ 16,054.20	\$ 9,632.52	\$ -	\$ 6,421.68
DR STRUCTURE COVER, ADJ, CASE 1	EA	4	\$ 475.00	\$ 1,900.00	\$ 1,900.00	\$ 1,140.00	\$ 760.00	\$ 760.00
DR STRUCTURE, TEMP LOWERING	EA	4	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 400.00	\$ 400.00
DR STRUCUTRE COVER, TYPE EJ 1120 W/ SOLID GASKET SEALED COVER	EA	4	\$ 650.00	\$ 2,600.00	\$ 2,600.00	\$ 1,560.00	\$ 1,040.00	\$ 1,040.00
COLD MILLING HMA SURFACE (4")	SYD	5387	\$ 3.50	\$ 18,854.50	\$ 18,854.50	\$ 11,312.70	\$ 7,541.80	\$ 7,541.80
HMA, 13A (4")	TON	1185	\$ 70.00	\$ 82,950.00	\$ 82,950.00	\$ 49,770.00	\$ 33,180.00	\$ 33,180.00
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	8	\$ 100.00	\$ 800.00	\$ 800.00	\$ 480.00	\$ 320.00	\$ 320.00
PAVT MRKG, OVLY COLD PLASTIC, 24 INCH, STOP BAR	FT	33	\$ 12.00	\$ 396.00	\$ 396.00	\$ 237.60	\$ 158.40	\$ 158.40
PAVT MRKG, OVLY COLD PLASTIC, RAILROAD SYM	EA	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 240.00	\$ 160.00	\$ 160.00
MINOR TRAF DEVICES	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN AND OPER	EA	4	\$ 100.00	\$ 400.00				
PLASTIC DRUM HIGH INTENSITY, FURN AND OPER	EA	30	\$ 150.00	\$ 4,500.00				
SIGN, TYPE B, TEMP, PRISMATIC, FURN AND OPER	SFT	218	\$ 5.00	\$ 1,090.00				
MISCELLANEOUS WORK ITEMS	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
SUB TOTALS				\$ 199,001.95	\$ 160,567.80	\$ 96,340.68	\$ 53,264.20	\$ 64,227.12
INDIRECT COSTS:								
ENGINEERING @ 15% OF SUB TOTAL				\$ 29,850.29	\$ 24,085.17	\$ 14,451.10	\$ 7,989.63	\$ 9,634.07
ADMINISTRATIVE @ 5% OF SUB TOTAL				\$ 9,950.10	\$ 8,028.39	\$ 4,817.03	\$ 2,663.21	\$ 3,211.36
GRAND TOTALS				\$ 238,802.34	\$ 192,681.36	\$ 115,608.82	\$ 63,917.04	\$ 77,072.55

# NORTH STREET

## CITY OF OWOSSO 2019 CRUSH AND SHAPE

PROJECT LOCATION - NORTH ST.  
B. O. P. STA 0+08 TO STA 8+50  
STA 11+78 TO E. O. P. STA 25+92  
TOTAL LENGTH = 2256 FT ( 0.43 MILES)

SHEET NO.	DESCRIPTION
NR1	NORTH ST - TRAFFIC CONTROL PLAN
NR2	NORTH ST - TYPICAL CROSS SECTIONS
NR3	NORTH ST - REMOVAL PLAN
NR4	NORTH ST - CONSTRUCTION PLAN
NR5	NORTH ST - SOIL BORINGS



VICINITY MAP AND TRAFFIC CONTROL PLAN  
NORTH STREET

CITY OF OWOSSO, MICHIGAN  
ENGINEERING DIVISION  
DEPT. OF PUBLIC SERVICE

BENCHMARK DATA	NO.	REVISIONS	DATE	BY
ELEV.				
DESCRIPTION				

2019 CRUSH AND SHAPE  
NORTH STREET  
TRAFFIC CONTROL PLAN

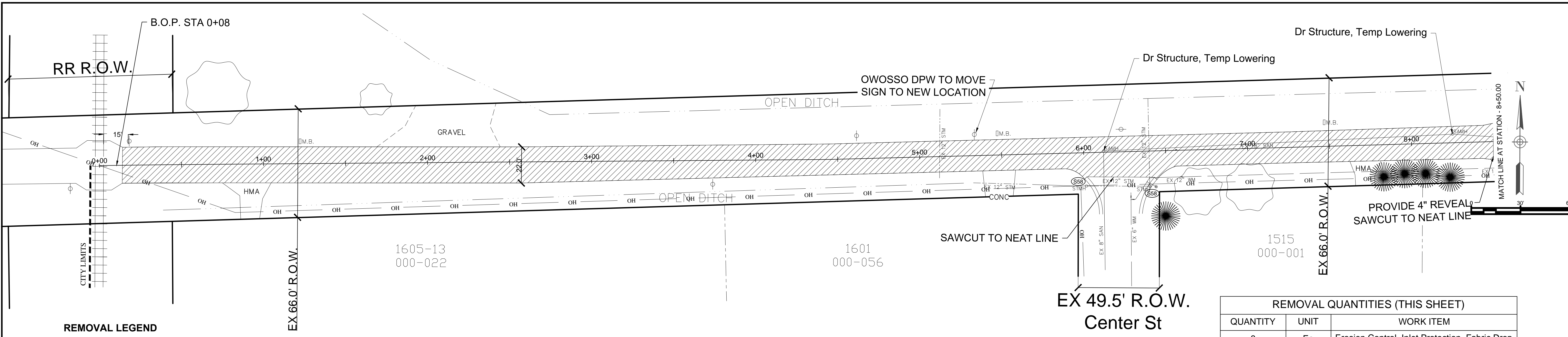
DATE PROJECT NO. \_\_\_\_\_  
FIELD BOOK PG. \_\_\_\_\_

NR1

CHECKED BY \_\_\_\_\_  
APPROVED BY \_\_\_\_\_





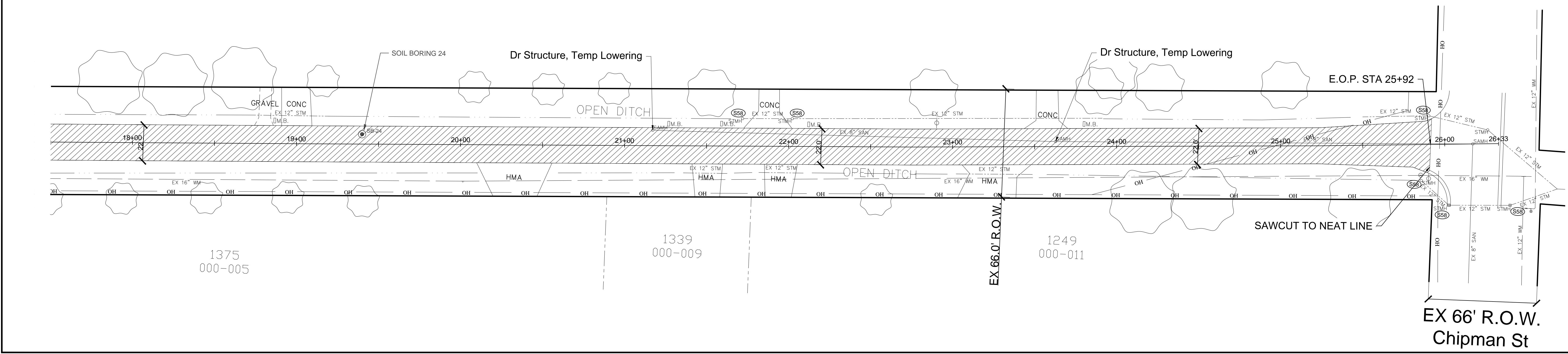
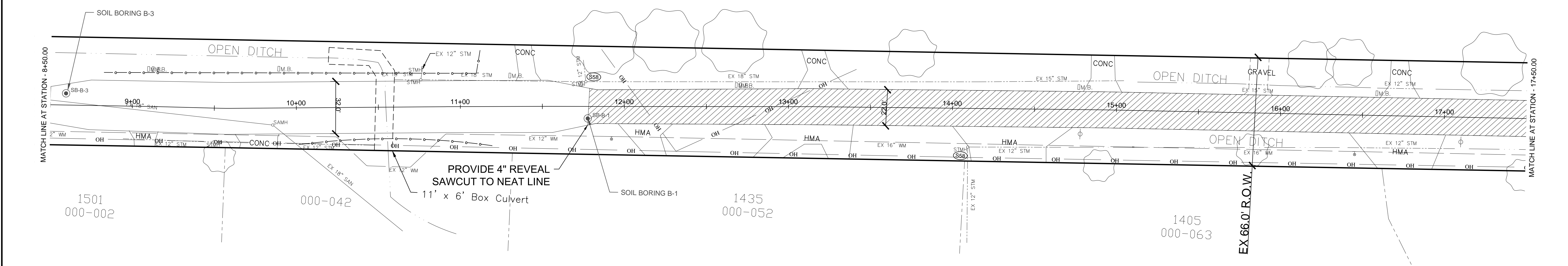


**REMOVAL LEGEND**  
 Cold Milling HMA Surface  
 STANDARD SOIL EROSION KEY

# NORTH ST.

## REMOVAL PLAN

REMOVAL QUANTITIES (THIS SHEET)		
QUANTITY	UNIT	WORK ITEM
8	Ea	Erosion Control, Inlet Protection, Fabric Drop
4	Ea	Dr Structure, Temp Lowering
5387	Syd	Cold Milling HMA Surface

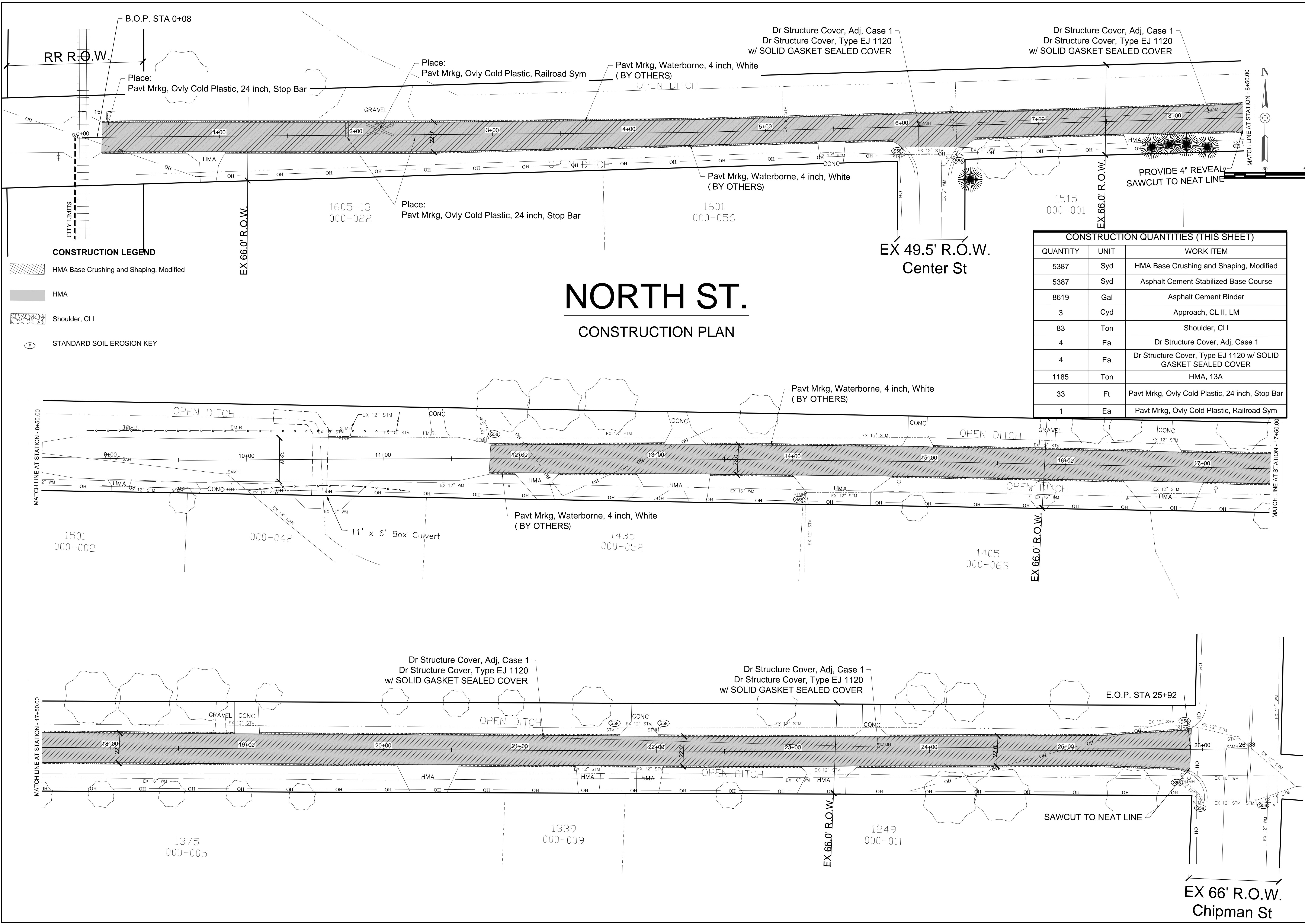


BENCHMARK DATA	NO.	REVISIONS	DATE	BY	
					DESCRIPTION
ELEV.					

2019 CRUSH AND SHAPE	DATE	PROJECT NO.
	FIELD BOOK	PG.

NORTH STREET  
REMOVAL PLAN

NR3



# NORTH ST.

## CONSTRUCTION PLAN

CONSTRUCTION QUANTITIES (THIS SHEET)		
QUANTITY	UNIT	WORK ITEM
5387	Syd	HMA Base Crushing and Shaping, Modified
5387	Syd	Asphalt Cement Stabilized Base Course
8619	Gal	Asphalt Cement Binder
3	Cyd	Approach, CL II, LM
83	Ton	Shoulder, CI I
4	Ea	Dr Structure Cover, Adj, Case 1
4	Ea	Dr Structure Cover, Type EJ 1120 w/ SOLID GASKET SEALED COVER
1185	Ton	HMA, 13A
33	Ft	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar
1	Ea	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym

- CONSTRUCTION LEGEND**
- HMA Base Crushing and Shaping, Modified
  - HMA
  - Shoulder, CI I
  - STANDARD SOIL EROSION KEY

BENCHMARK DATA	NO.	REVISIONS	DATE	BY	APPROVED BY	
					ORIGINAL PLAN	CHECKED BY
ELEV.						
DESCRIPTION						

**2019 CRUSH AND SHAPE**

NORTH STREET  
CONSTRUCTION PLAN

DATE PROJECT NO.

FIELD BOOK PG.

**NR4**

SOIL BORING NO. B-1	SOIL BORING NO. B-2	SOIL BORING NO. B-3
<p>NORTH STREET CULVERT REPLACEMENT LOCATION: WB TRAVEL LANE APPROXIMATE OFFSET: AT STAKED LOCATION DATE STARTED: 06-05-2015, DATE COMPLETED: 06-05-2015 INSPECTOR: D. YIP APPROXIMATE GROUND SURFACE ELEVATION: 740.1 FT +/- APPROXIMATE BORING COORDINATES: N 551159.24, E 13170126.7</p>	<p>NORTH STREET CULVERT REPLACEMENT LOCATION: E OF EXISTING CULVERT APPROXIMATE OFFSET: 5 FT E AND 5 FT N OF STAKED LOCATION DATE STARTED: 06-05-2015, DATE COMPLETED: 06-05-2015 INSPECTOR: D. YIP APPROXIMATE GROUND SURFACE ELEVATION: 740.3 FT +/- APPROXIMATE BORING COORDINATES: N 551152.6, E 131701033.1</p>	<p>NORTH STREET CULVERT REPLACEMENT LOCATION: EB TRAVEL LANE APPROXIMATE OFFSET: AT STAKED LOCATION DATE STARTED: 06-05-2015, DATE COMPLETED: 06-05-2015 INSPECTOR: D. YIP APPROXIMATE GROUND SURFACE ELEVATION: 740.7 FT +/- APPROXIMATE BORING COORDINATES: N 551156.5, E 13169821.1</p>
<p>GROUNDWATER LEVELS: AT TIME OF DRILLING: DRY AT END OF DRILLING: DRY BACKFILL PROCEDURE: BOREHOLE BACKFILLED WITH EXCAVATED MATERIAL AND PAVEMENT REPAIRED WITH COLD PATCH.</p>	<p>GROUNDWATER LEVELS: AT TIME OF DRILLING: 8 FT AT END OF DRILLING: 8 FT; BOREHOLE CAVED AT 20 FT BACKFILL PROCEDURE: BOREHOLE BACKFILLED WITH EXCAVATED MATERIAL.</p>	<p>GROUNDWATER LEVELS: AT TIME OF DRILLING: DRY AT END OF DRILLING: DRY BACKFILL PROCEDURE: BOREHOLE BACKFILLED WITH EXCAVATED MATERIAL AND PAVEMENT REPAIRED WITH COLD PATCH.</p>
<p>NOTES: 3 1ST 8 IN 4 2ND 8 IN 6 3RD 8 IN NUMBERS IN CIRCLES DENOTE NUMBER OF BLOWS REQUIRED TO DRIVE A 2" O.D. (1 1/2" I.D.) SPLIT SPOON SAMPLER 3 SUCCESSIVE 6" INCREMENTS USING A 140 LB HAMMER FALLING 30". CONSISTENCY WAS DETERMINED BY INSPECTION OF SAMPLES AND SUBSTANTIATED BY SOILS RESISTANCE TO DRILLING TOOLS.</p>	<p>THE SOIL BORING LOGS REPRESENT POINT INFORMATION. PRESENTATION OF THIS INFORMATION IN NO WAY IMPLIES THAT SUBSURFACE CONDITIONS ARE THE SAME AT LOCATIONS OTHER THAN THE EXACT LOCATION OF THE BORING. ELEVATIONS AT THE AS-DRILLED BORING LOCATIONS WERE PROVIDED BY SPICER GROUP. BORING COORDINATES WERE ESTIMATED FROM THE TOPOGRAPHIC PLAN PROVIDED BY SPICER GROUP.</p>	<p>LEGEND MC (%) - PERCENT MOISTURE CONTENT DD (PCF) - DRY DENSITY, POUNDS PER CUBIC FOOT PP (PSF) - POCKET PENETROMETER VALUE, POUNDS PER SQUARE FOOT USC (PSF) - UNCONFINED COMPRESSIVE STRENGTH, POUNDS PER SQUARE FOOT E.O.B. - END OF BORING WOH - WEIGHT OF HAMMER</p>



Construction Testing Services  
3300 E. Bristol Road, Burton, MI 48529  
PHONE: (810) 603-0766  
FAX: (810) 603-0786

JOB NO. S-18-240 LOG OF SOIL BORING NO. 24  
PROJECT: City of Owosso Street Improvements  
LOCATION: Owosso, Michigan  
DATE: 9/11/18 SURFACE ELEVATION: Existing

Sample & Type	Depth	Legend	Soil Description	SPT Blows per 6"	Moisture %	Natural Wt. P.C.F.	Unc. Comp. Strength	Str. %
	1		5" Asphalt					
	2		9" Fill Crushed Limestone					
24A SS	3		Possible Fill Clay - Firm, Moist, Silty, Sandy, Brown w/occ Pebble & occ/Dark Streaks	2				
	4			3				
	5			3				
24B SS	6		3'5" Possible Fill Clay - Soft, Moist, Silty, Sandy, Brown w/occ Pebble & occ/Dark Streaks	1				
	7			1				
24C SS	8		6'6" Possible Fill Clay - Soft, Moist, Silty, Sandy, Brown w/occ Pebble & occ/Dark Streaks	2				
	9			2				
	10			3				
	11		7'0" Clay - Firm, Moist, Silty, Sandy, Variegated w/occ Pebble End of Boring	5				
	12							
	13							
	14							
	15							
	16							
	17							
	18							
	19							
	20							
	21							

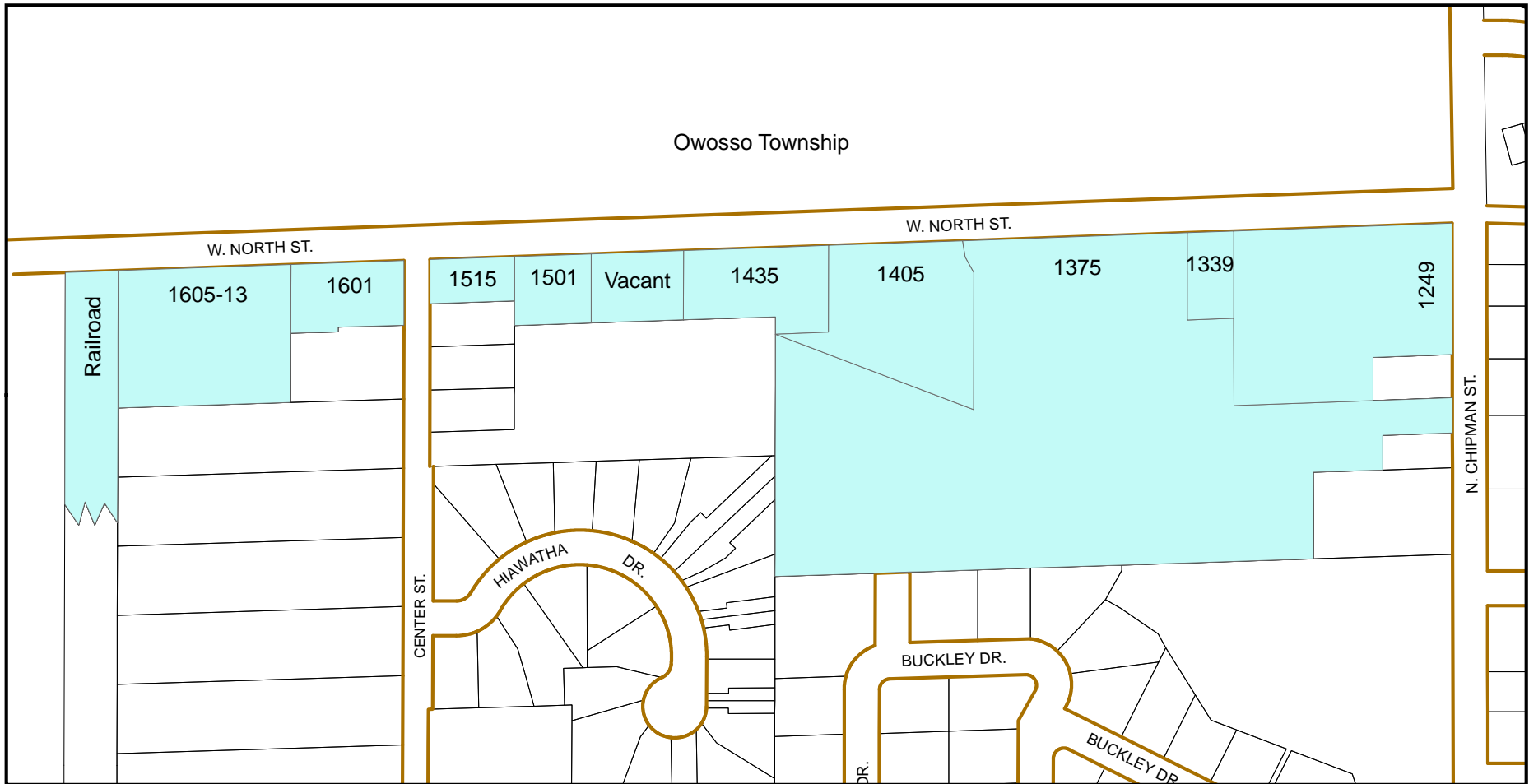
TYPE OF SAMPLE  
D. - DISTURBED  
U.L. - UNDIST. LINER  
S.T. - SHELBY TUBE  
S.S. - SPLIT SPOON  
R.C. - ROCK CORE  
OTHER -

BORING PLUGGED WITH NATURAL SOIL  
\* The soil descriptions shown on the logs are from visual observations. No classification tests were performed.  
Standard Penetration Test - Driving 2" OD Sampler 1' With 140# Hammer Falling 30"; Count Made At 6" Intervals.

GROUND WATER OBSERVATIONS  
G.W. ENCOUNTERED AT FT. INS.  
G.W. ENCOUNTERED AT FT. INS.  
G.W. ON COMPLETION FT. INS.  
G.W. AFTER HOURS FT. INS.  
G.W. VOLUMES None




BENCHMARK DATA ELEV.	DESCRIPTION	NO.	REVISIONS		DATE	BY
			NO.	DATE		

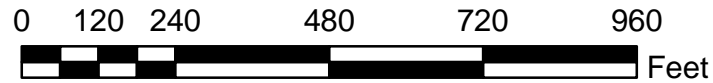
# City of Owosso



## Proposed Special Assessment North Street from Center Street to Chipman Street

### Legend

-  Special Assessment Parcels
-  City Parcels 2018 Edition
-  ROW
- 1501 Street Address Number



1 inch = 300 feet





## MEMORANDUM

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

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DATE: October 30, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Allendale Avenue Resurfacing – Special Assessment Resolution No 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. **Allendale Avenue, from Gould Street to east city limits**, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

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

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **August 6, 2018** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. City Council is asked to act upon Resolution No. 2 on **November 5, 2018** for the proposed improvement.

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

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

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

Tonight the council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

**Allendale Avenue, Public Street, from Gould Street to east city limits**

**Special Assessment Resolution No. 2 for Allendale Avenue**

Special Assessment District No. 2019-02

**Allendale Avenue, Public Street, from Gould Street to east city limits**

**RESOLUTION NO.**

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

**Allendale Avenue, Public Street, from Gould Street to east city limits; Resurfacing**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
3. The City Council hereby approves the estimate of cost of said public improvement to be **\$151,218.36** and determines that **\$17,481.45** thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that **\$133,736.91** of the cost thereof shall be paid by the City at large because of benefit to the City at large.
4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed shall be assessed in accordance with the benefits to be received.
5. The City Council shall meet at the Owosso City Hall Council Chambers on Monday, \_\_\_\_\_ for the purpose of hearing all persons to be affected by the proposed public improvement.
6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
7. The notice of said hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING  
CITY OF OWOSSO, MICHIGAN

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Allendale Avenue, Public Street, from Gould Street to east city limits**



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

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

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

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

**ALLENDALE AVENUE**

**SPECIAL ASSESSMENT ROLL**

ENGINEER'S ESTIMATE ELIGIBLE AMOUNT	
ASSESSABLE RESIDENTIAL FRONT FEET	1,282.50
ASSESSABLE COMMERCIAL FRONT FEET	241.37
TOTAL ASSESSABLE FRONT FEET	1,523.87

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$116,673.18	\$116,673.18	
CITY SHARE $\geq$ 60%	\$78,436.38	\$70,003.91	
PROPERTY SHARE @ $\leq$ 40%	\$38,236.80	\$46,669.27	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/ TOTAL FRONT FEET	\$25.09	\$30.63	
TOTAL FRONT FEET PER TYPE	1282.50	241.37	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$32,180.47	\$7,391.95	\$39,572.42

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

NORTH SIDE	\$19,551.38
SOUTH SIDE	\$20,019.55
TOTAL SPECIAL ASSESSMENT	<u>\$39,570.93</u>

ENGINEER'S ESTIMATE OF PROBABLE COST FOR ALLENDALE AVE, GOULD TO EAST CITY LIMITS

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT	ASSESSMENT
							AT 40% RESIDENTIAL	AT 40% COMMERCIAL
MOBILIZATION, MAX_____	LSUM	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,600.00	\$ 2,400.00	\$ 2,400.00
PAVT, REM	SYD	10	\$ 8.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	12	\$ 100.00	\$ 1,200.00	\$ 1,200.00	\$ 720.00	\$ 480.00	\$ 480.00
TRENCHING, MODIFIED	STA	8	\$ 300.00	\$ 2,400.00	\$ 360.00	\$ 216.00	\$ -	\$ 144.00
DR STRUCTURE, TEMP LOWERING	EA	8	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 800.00	\$ 800.00
AGGREGATE BASE, 9 INCH, MODIFIED	SYD	145	\$ 15.00	\$ 2,175.00	\$ 478.50	\$ 287.10	\$ -	\$ 191.40
HMA BASE CRUSHING AND SHAPING, MODIFIED (6")	SYD	3354	\$ 2.75	\$ 9,223.50	\$ 3,043.76	\$ 1,826.25	\$ -	\$ 1,217.50
ASPHALT CEMENT STABALIZED BASE COURSE (4")	SYD	3354	\$ 2.40	\$ 8,049.60	\$ 4,024.80	\$ 2,414.88	\$ -	\$ 1,609.92
ASPHALT CEMENT BINDER	GAL	5367	\$ 3.60	\$ 19,321.20	\$ 9,660.60	\$ 5,796.36	\$ -	\$ 3,864.24
APPROACH, CL II, LM	TON	10	\$ 20.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -
DR STRUCTURE COVER, ADJ, CASE 1	EA	8	\$ 475.00	\$ 3,800.00	\$ 3,800.00	\$ 2,280.00	\$ 1,520.00	\$ 1,520.00
DR STRUCTURE COVER, ADJ, CASE 2	EA	4	\$ 250.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
DR STRUCTURE COVER, TYPE EJ 1060	EA	3	\$ 450.00	\$ 1,350.00	\$ 1,350.00	\$ 810.00	\$ 540.00	\$ 540.00
DR STRUCTURE COVER, TYPE EJ 1060 W/ TYPE N OVAL GRATE	EA	4	\$ 450.00	\$ 1,800.00	\$ 1,800.00	\$ 1,080.00	\$ 720.00	\$ 720.00
DR STRUCUTRE COVER, TYPE EJ 1120 W/ SOLID GASKET SEALED COVER	EA	4	\$ 650.00	\$ 2,600.00	\$ 2,600.00	\$ 1,560.00	\$ 1,040.00	\$ 1,040.00
HMA, 13A (4")	TON	738	\$ 70.00	\$ 51,660.00	\$ 51,660.00	\$ 30,996.00	\$ 20,664.00	\$ 20,664.00
PAVT MRKG, WATERBORNE, 4 INCH, WHITE	FT	2055	\$ 0.20	\$ 411.00	\$ -	\$ -	\$ -	\$ -
GATE BOX, ADJ, CASE 1	EA	5	\$ 250.00	\$ 1,250.00	\$ 1,250.00	\$ 750.00	\$ 500.00	\$ 500.00
MINOR TRAF DEVICES	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN AND OPER	EA	4	\$ 100.00	\$ 400.00	\$ -	\$ -	\$ -	\$ -
PLASTIC DRUM HIGH INTENSITY, FURN AND OPER	EA	16	\$ 150.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -
SIGN, TYPE B, TEMP, PRISMATIC, FURN AND OPER	SFT	139	\$ 5.00	\$ 695.00	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS WORK ITEMS	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
SUB TOTALS				\$ 126,015.30	\$ 97,227.66	\$ 58,336.59	\$ 31,864.00	\$ 38,891.06
INDIRECT COSTS:								
ENGINEERING @ 15% OF SUB TOTAL				\$ 18,902.30	\$ 14,584.15	\$ 8,750.49	\$ 4,779.60	\$ 5,833.66
ADMINISTRATIVE @ 5% OF SUB TOTAL				\$ 6,300.77	\$ 4,861.38	\$ 2,916.83	\$ 1,593.20	\$ 1,944.55
GRAND TOTALS				\$ 151,218.36	\$ 116,673.19	\$ 70,003.91	\$ 38,236.80	\$ 46,669.27



## MEMORANDUM

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

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DATE: October 29, 2018

TO: City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Change Order No. 1 (Final) - Zito Construction Co. - Industrial Park Connector Contract

### RECOMMENDATION:

Approval of Change Order No. 1 (Final) to the Contract agreement between the city of Owosso and Zito Construction Company for the 2018 Industrial Park Connector Project, in the amount of \$99,916.22, a net increase to the original contract.

### BACKGROUND:

On May 21, 2018, City Council approved the Contract to Zito Construction Company in the amount of \$1,062,663.00 for the 2018 Industrial Park Connector Project. Project construction is now complete, and a final balancing Change Order No.1 in the amount of \$99,916.22, a net increase, that when approved will revise the total contract price to \$1,162,579.22. This change order balances original contract pay items and introduces new pay items (Contract Mod No.1 - traffic control items @ \$ -0- & Contract Mod No.2 @ \$99,916.22 unplanned expenses) due to unforeseen events encountered in the field. Specifically, during construction activities, both Tri-Mer Corporation and RWI Industries requested special consideration for access along their properties, which was approved and resulted in strengthening construction specifications for drive approaches. In addition, project limits/length of road construction along McMillan Avenue was required to be extended 230 LF to the south (an oversight by the State in their aerial calculations) to comply with obligations as set forth in the city's agreement with the State of Michigan, and to secure a \$325,000.00 grant. Further, storm sewer alignment along Monroe Street was adjusted to fit around underground utilities, particularly the city's 16" diameter raw water main. Finally, it was required and recommended to increase the contract time from August 25, 2018 to August 31, 2018, in order to provide additional time necessary to complete the unforeseen work conditions.

Staff finds the prices and time extension reasonable and recommends approval of Change Order No. 1 so as to complete the contract with Zito Construction Company and satisfy the city's obligation with the state of Michigan.

### FISCAL IMPACTS:

Expenses for Change Order No. 1 shall be paid for from Public Act 51 Major Street Fund Account No. 202-451-818.000.

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

attachments: (1) Resolution  
(2) Proposed Change Order No. 1 (Final) for Zito Construction Company.

**RESOLUTION NO.**

**AUTHORIZING CHANGE ORDER NO. 1  
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND  
ZITO CONSTRUCTION COMPANY  
FOR INDUSTRIAL PARK CONNECTOR CONTRACT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Zito Construction Company on May 21, 2018 for street and storm sewer improvements along portions of Gould Street, Monroe Street, and McMillan Avenue; all part of the 2018 Industrial Park Connector Project; and

WHEREAS, the City has requested changes in work from Zito Construction Company with regards to its road and storm sewer construction along the project; and

WHEREAS, Zito Construction Company agrees to perform the changed road and storm sewer work as requested with pricing as set forth in Change Order No.1.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to amend the Industrial Park Connector Contract with Zito Construction Company for changed work conditions as described within Change Order No. 1.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Exhibit B, Contract Change Order No. 1 (Final) in the amount of \$99,916.22; a net increase to the Contract for Services between the City of Owosso and Zito Construction Company revising the total contract amount from \$1,062,663.00 to \$1,162,579.22.
- THIRD: The accounts payable department is authorized to pay Zito Construction Company for work satisfactorily completed up to the revised amount of the Contract including Change Order No.1 in the amount of \$1,162,579.22.
- FOURTH: The above expenses shall be paid from the Public Act 51 Major Street Fund Account No. 202-451-818.000.



# Contract Modification

**Contract: \_0020-17-0030, Industrial Park Connector**

<b>Cont. Mod. Number</b> 2	<b>Revision Number</b> 3	<b>Cont. Mod. Date</b> 10/08/18	<b>Electronic File Created</b> No	<b>Net Change</b> \$99,916.22	<b>Awarded Contract Amount</b> \$1,062,663.00
<b>Route</b>		<b>Managing Office</b> Mt. Pleasant #2		<b>District</b> 0	<b>Entered By</b> Rachyl R Randall
<b>Contract Location</b> City of Owosso					

### Short Description

Adding and Balancing Items

### Description of Changes

### Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Aggregate Base, 10 inch, Modified _MONROE ST	3027011	0080	0080	0020-17-0030	001	Original	-44.100	Syd	18.00000	\$-793.80
_ Aggregate Base, 4 inch, Modified _GOULD ST	3027011	0670	0670	0020-17-0030	001	Original	-91.800	Syd	11.00000	\$-1,009.80
_ Aggregate Base, 4 inch, Modified _GOULD ST	3027011	0800	0800	0020-17-0030	003	Original	-10.000	Syd	11.00000	\$-110.00
_ Aggregate Base, 4 inch, Modified _MONROE ST	3027011	0085	0085	0020-17-0030	001	Original	-0.400	Syd	9.00000	\$-3.60
_ Aggregate Base, 6 inch, Modified _MCMILLAN RD	3027011	0455	0455	0020-17-0030	001	Original	896.000	Syd	11.00000	\$9,856.00
_ Aggregate Base, 8 inch, Modified _GOULD ST	3027011	0805	0805	0020-17-0030	003	Original	-60.000	Syd	20.00000	\$-1,200.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Aggregate Base, 8 inch, Modified _MCMILLAN RD	3027011	0450	0450	0020-17-0030	001	Original	738.000	Syd	15.00000	\$11,070.00
_ Aggregate Base, 9 inch, Modified _MONROE	3027011	0090	0090	0020-17-0030	001	Original	-51.100	Syd	16.00000	\$-817.60
_ Dr Structure Collar, Modified _MCMILLAN RD	4037050	0520	0520	0020-17-0030	001	Original	3.000	Ea	800.00000	\$2,400.00
_ Dr Structure, 24 inch dia, Additional Depth _MONROE ST	4037001	0140	0140	0020-17-0030	001	Original	-2.000	Ft	100.00000	\$-200.00
_ Dr Structure, 24 inch dia, Catch Basin _MCMILLAN RD	4037050	0525	0525	0020-17-0030	001	Original	-1.000	Ea	950.00000	\$-950.00
_ Dr Structure, 36 inch dia, Catch Basin _MCMILLAN RD	4037050	0515	0515	0020-17-0030	001	Original	1.000	Ea	1,100.00000	\$1,100.00
_ Dr Structure, 36 inch dia, Catch Basin _MONROE ST	4037050	0165	0165	0020-17-0030	001	Original	-2.000	Ea	1,100.00000	\$-2,200.00
_ Dr Structure, 48 inch dia, Catch Basin _MCMILLAN RD	4037050	0530	0530	0020-17-0030	001	Original	1.000	Ea	1,600.00000	\$1,600.00
_ Dr Structure, 48 inch dia, Catch Basin _MONROE ST	4037050	0170	0170	0020-17-0030	001	Original	2.000	Ea	1,600.00000	\$3,200.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Driveway, Nonreinf Conc, 6 inch, Mod _GOULD ST	8017011	0705	0705	0020-17-0030	001	Original	-84.000	Syd	38.00000	\$-3,192.00
_ Driveway, Nonreinf Conc, 9 inch, Mod _MCMILLAN RD	8017011	0555	0555	0020-17-0030	001	Original	376.500	Syd	52.00000	\$19,578.00
_ Driveway, Rem_GOULD ST	2047011	0635	0635	0020-17-0030	001	Original	-25.500	Syd	12.00000	\$-306.00
_ Driveway, Rem_MCMILLAN RD	2047011	0410	0410	0020-17-0030	001	Original	190.050	Syd	10.00000	\$1,900.50
_ Geotextile Separator, Modified_MCMILLAN RD	3087011	0465	0465	0020-17-0030	001	Original	4,530.700	Syd	2.00000	\$9,061.40
_ HMA, Repair _GOULD ST	5017011	0820	0820	0020-17-0030	003	Original	-60.000	Syd	75.00000	\$-4,500.00
_ HMA, Repair_GOULD ST	5017011	0700	0700	0020-17-0030	001	Original	-83.500	Syd	75.00000	\$-6,262.50
_ HMA, Repair_MONROE ST	5017011	0205	0205	0020-17-0030	001	Original	-0.900	Syd	75.00000	\$-67.50
_ Pavt, Rem, Modified _GOULD ST	2047011	0795	0795	0020-17-0030	003	Original	-60.000	Syd	15.00000	\$-900.00
_ Pavt, Rem, Modified_GOULD ST	2047011	0640	0640	0020-17-0030	001	Original	-10.500	Syd	16.00000	\$-168.00





# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Pavt, Rem, Modified_MCMILLAN RD	2047011	0415	0415	0020-17-0030	001	Original	637.100	Syd	6.00000	\$3,822.60
_ Pavt, Rem, Modified_MONROE ST	2047011	0035	0035	0020-17-0030	001	Original	-150.600	Syd	6.00000	\$-903.60
_ Railroad Flag Person Modified_MONROE ST	8507040	0380	0380	0020-17-0030	001	Original	-24.000	Hr	100.00000	\$-2,400.00
_ Sewer Repair, Cured-In-Place Pipe GOULD ST	4027001	0810	0810	0020-17-0030	003	Original	-10.000	Ft	300.00000	\$-3,000.00
_ Sewer Repair, Cured-In-Place Pipe MCMILLAN RD	4027001	0615	0615	0020-17-0030	003	Original	-10.000	Ft	100.00000	\$-1,000.00
_ Sewer Repair, Cured-In-Place Pipe MONROE ST	4027001	0385	0385	0020-17-0030	003	Original	-10.000	Ft	300.00000	\$-3,000.00
_ Sewer Repair, Open-Cut_MCMILLAN RD	4027001	0610	0610	0020-17-0030	003	Original	-30.000	Ft	200.00000	\$-6,000.00
_ Sewer Repair, Open-Cut_MONROE ST	4027001	0390	0390	0020-17-0030	003	Original	-18.750	Ft	100.00000	\$-1,875.00
_ Sewer, Storm, 12 inch, SDR-26, Special Trench Detail_MCMILLAN RD	4027001	0475	0475	0020-17-0030	001	Original	-2.000	Ft	50.00000	\$-100.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Sewer, Storm, 12 inch, SDR-26, Special Trench Detail_MONROE ST	4027001	0105	0105	0020-17-0030	001	Original	-185.000	Ft	55.00000	\$-10,175.00
_ Sewer, Storm, 24 inch, SDR-26, Special Trench Detail_MCMILLAN RD	4027001	0480	0480	0020-17-0030	001	Original	226.000	Ft	88.00000	\$19,888.00
_ Sewer, Storm, 24 inch, SDR-26, Special Trench Detail_MONROE ST	4027001	0110	0110	0020-17-0030	001	Original	470.000	Ft	96.00000	\$45,120.00
Reason: Storm sewer was extended to west side of Gould due to incorrect existing conditions invert at intended manhole tie in										
_ Sidewalk Ramp, Conc, 7 inch, Modified _MONROE ST	8037010	0225	0225	0020-17-0030	001	Original	-34.500	Sft	6.00000	\$-207.00
_ Sidewalk, Conc, 4 inch, Modified _GOULD ST	8037010	0715	0715	0020-17-0030	001	Original	130.000	Sft	6.00000	\$780.00
_ Sidewalk, Conc, 4 inch, Modified _MONROE ST	8037010	0230	0230	0020-17-0030	001	Original	82.750	Sft	5.00000	\$413.75
_ Sidewalk, Conc, 6 inch, Modified _GOULD ST	8037010	0720	0720	0020-17-0030	001	Original	-245.000	Sft	6.00000	\$-1,470.00
_ Structure Cover, Adj, Case 1, Modified _GOULD ST	4037050	0680	0680	0020-17-0030	001	Original	-1.000	Ea	550.00000	\$-550.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Structure Cover, Adj, Case 2, Modified _MONROE ST	4037050	0185	0185	0020-17-0030	001	Original	-1.000	Ea	450.00000	\$-450.00
_ Subgrade Undercutting, Type II Modified_MCMILLAN RD	2057021	0435	0435	0020-17-0030	001	Original	-50.000	Cyd	50.00000	\$-2,500.00
_ Subgrade Undercutting, Type II, Modified _MONROE ST	2057021	0055	0055	0020-17-0030	001	Original	187.000	Cyd	50.00000	\$9,350.00
_ Turf Establishment, Performance _GOULD ST	8167011	0775	0775	0020-17-0030	001	Original	-66.200	Syd	8.00000	\$-529.60
_ Turf Establishment, Performance _MCMILLAN RD	8167011	0595	0595	0020-17-0030	001	Original	-331.600	Syd	5.00000	\$-1,658.00
_ Turf Establishment, Performance _MONROE ST	8137011	0365	0365	0020-17-0030	001	Original	493.800	Syd	5.00000	\$2,469.00
Barr,TypeIII,HighInten,I _GOULD ST	8120012	0830	0830	0020-17-0030	001	Extra	-3.000	Ea	50.00000	\$-150.00
Barr,TypeIII,HighInten,I _MONROE ST	8120012	0290	0290	0020-17-0030	001	Original	-1.000	Ea	50.00000	\$-50.00
Barr,TypeIII,HighInten,I _GOULD ST	8120013	0835	0835	0020-17-0030	001	Extra	-3.000	Ea	5.00000	\$-15.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Barr,TypeIII,HighInten,I _MONROE ST	8120013	0295	0295	0020-17-0030	001	Original	-1.000	Ea	5.00000	\$-5.00
Cold Milling HMA Surface _GOULD ST	5010002	0685	0685	0020-17-0030	001	Original	77.700	Syd	7.00000	\$543.90
Curb and Gutter, Conc, Det F4 _GOULD ST	8020038	0710	0710	0020-17-0030	001	Original	-312.000	Ft	25.00000	\$-7,800.00
Curb and Gutter, Conc, Det F4 _GOULD ST	8020038	0825	0825	0020-17-0030	003	Original	-28.000	Ft	25.00000	\$-700.00
Curb and Gutter, Conc, Det F4 _MCMILLAN RD	8020038	0560	0560	0020-17-0030	001	Original	656.000	Ft	16.00000	\$10,496.00
Curb and Gutter, Conc, Det F4 _MONROE ST	8020038	0210	0210	0020-17-0030	001	Original	-11.000	Ft	16.00000	\$-176.00
Curb and Gutter, Rem _GOULD ST	2040020	0625	0625	0020-17-0030	001	Original	-306.000	Ft	9.00000	\$-2,754.00
Curb and Gutter, Rem _GOULD ST	2040020	0790	0790	0020-17-0030	003	Original	-28.000	Ft	9.00000	\$-252.00
Dr Structure Cover, Type B _MCMILLAN RD	4030010	0485	0485	0020-17-0030	001	Original	3.000	Ea	550.00000	\$1,650.00
Dr Structure Cover, Type B _MONROE ST	4030010	0115	0115	0020-17-0030	001	Original	3.000	Ea	550.00000	\$1,650.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Dr Structure Cover, Type K _MCMILLAN RD	4030050	0495	0495	0020-17-0030	001	Original	-1.000	Ea	620.00000	\$-620.00
Dr Structure Cover, Type K _MONROE ST	4030050	0125	0125	0020-17-0030	001	Original	-1.000	Ea	620.00000	\$-620.00
Dr Structure, Rem _MCMILLAN RD	2030011	0400	0400	0020-17-0030	001	Original	1.000	Ea	400.00000	\$400.00
Driveway Opening, Conc, Det M _MCMILLAN RD	8020050	0565	0565	0020-17-0030	001	Original	-357.000	Ft	20.00000	\$-7,140.00
Dust Palliative, Applied _MONROE ST	8120100	0300	0300	0020-17-0030	001	Original	-10.000	Ton	350.00000	\$-3,500.00
Embankment, CIP _GOULD ST	2050010	0645	0645	0020-17-0030	001	Original	-15.000	Cyd	30.00000	\$-450.00
Embankment, CIP _MCMILLAN RD	2050010	0420	0420	0020-17-0030	001	Original	86.660	Cyd	15.00000	\$1,299.90
Embankment, CIP _MONROE ST	2050010	0040	0040	0020-17-0030	001	Original	10.200	Cyd	15.00000	\$153.00
Ero Con, Inlet Protection, Fabric Drop _GOULD ST	2080020	0660	0660	0020-17-0030	001	Original	-1.000	Ea	75.00000	\$-75.00
Erosion Control, Silt Fence _MONROE ST	2080036	0065	0065	0020-17-0030	001	Original	231.000	Ft	3.00000	\$693.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Excavation, Earth _GOULD ST	2050016	0650	0650	0020-17-0030	001	Original	-20.000	Cyd	40.00000	\$-800.00
Excavation, Earth _MCMILLAN RD	2050016	0425	0425	0020-17-0030	001	Original	358.960	Cyd	20.00000	\$7,179.20
Guardrail Approach Terminal, Type 2B _MONROE ST	8070042	0245	0245	0020-17-0030	001	Original	-1.000	Ea	2,850.00000	\$-2,850.00
Guardrail Reflector _MONROE ST	8070080	0250	0250	0020-17-0030	001	Original	-1.000	Ea	10.00000	\$-10.00
Guardrail, Rem _MONROE ST	2040035	0025	0025	0020-17-0030	001	Original	4.000	Ft	3.00000	\$12.00
HMA, 2C _MCMILLAN RD	5010030	0540	0540	0020-17-0030	001	Original	49.530	Ton	75.00000	\$3,714.75
HMA, 2C _MONROE ST	5010030	0190	0190	0020-17-0030	001	Original	-108.190	Ton	75.00000	\$-8,114.25
HMA, 4E3 _GOULD ST	5010051	0690	0690	0020-17-0030	001	Original	7.670	Ton	90.00000	\$690.30
HMA, 4E3 _MCMILLAN RD	5010051	0545	0545	0020-17-0030	001	Original	65.260	Ton	90.00000	\$5,873.40
HMA, 4E3 _MONROE ST	5010051	0195	0195	0020-17-0030	001	Original	-16.430	Ton	90.00000	\$-1,478.70



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
HMA, 5E3 _GOULD ST	5010057	0695	0695	0020-17-0030	001	Original	27.060	Ton	90.00000	\$2,435.40
HMA, 5E3 _MCMILLAN RD	5010057	0550	0550	0020-17-0030	001	Original	68.510	Ton	90.00000	\$6,165.90
HMA, 5E3 _MONROE ST	5010057	0200	0200	0020-17-0030	001	Original	20.860	Ton	90.00000	\$1,877.40
Lighted Arrow, Type C, Furn _MONROE ST	8120140	0305	0305	0020-17-0030	001	Original	-2.000	Ea	250.00000	\$-500.00
Lighted Arrow, Type C, Oper _MONROE ST	8120141	0310	0310	0020-17-0030	001	Original	-2.000	Ea	250.00000	\$-500.00
Maintenance Gravel _GOULD ST	3060020	0675	0675	0020-17-0030	001	Original	64.120	Ton	40.00000	\$2,564.80
Maintenance Gravel _MCMILLAN RD	3060020	0460	0460	0020-17-0030	001	Original	186.140	Ton	40.00000	\$7,445.60
Maintenance Gravel _MONROE ST	3060020	0095	0095	0020-17-0030	001	Original	-50.000	Ton	33.00000	\$-1,650.00
Monument Box _GOULD ST	8210001	0780	0780	0020-17-0030	001	Original	-1.000	Ea	450.00000	\$-450.00
Monument Box _MCMILLAN RD	8210001	0600	0600	0020-17-0030	001	Original	-1.000	Ea	450.00000	\$-450.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Monument Box _MONROE ST	8210001	0370	0370	0020-17-0030	001	Original	-1.000	Ea	450.00000	\$-450.00
Monument Preservation _GOULD ST	8210010	0785	0785	0020-17-0030	001	Original	-1.000	Ea	1,000.00000	\$-1,000.00
Monument Preservation _MCMILLAN RD	8210010	0605	0605	0020-17-0030	001	Original	-1.000	Ea	1,000.00000	\$-1,000.00
Monument Preservation _MONROE ST	8210010	0375	0375	0020-17-0030	001	Original	-1.000	Ea	1,000.00000	\$-1,000.00
Non Haz Contam Matl Handling & Disp, LM _GOULD ST	2050031	0655	0655	0020-17-0030	001	Original	-30.000	Cyd	50.00000	\$-1,500.00
Non Haz Contam Matl Handling & Disp, LM _MCMILLAN RD	2050031	0430	0430	0020-17-0030	001	Original	-30.000	Cyd	50.00000	\$-1,500.00
Non Haz Contam Matl Handling & Disp, LM _MONROE ST	2050031	0050	0050	0020-17-0030	001	Original	-30.000	Cyd	50.00000	\$-1,500.00
Pavt Mrkg, Ovly Cold Plastic, 6", X-Walk _MONROE ST	8110024	0275	0275	0020-17-0030	001	Original	1.000	Ft	3.00000	\$3.00
Pavt Mrkg, Waterborne, 4 inch, White _GOULD ST	8110231	0765	0765	0020-17-0030	001	Original	-1.000	Ft	1.00000	\$-1.00





# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Pavt Mrkg, Waterborne, 4 inch, Yellow _MONROE ST	8110232	0285	0285	0020-17-0030	001	Original	148.000	Ft	1.00000	\$148.00
Pavt Mrkg,Ovly Cold Plastic,24",Stop Bar _GOULD ST	8110045	0740	0740	0020-17-0030	001	Original	1.000	Ft	15.00000	\$15.00
Pavt Mrkg,Ovly Cold Plastic,24",Stop Bar _MCMILLAN RD	8110045	0590	0590	0020-17-0030	001	Original	-12.000	Ft	30.00000	\$-360.00
Pavt Mrkg,Ovly Cold Plastic,24",Stop Bar _MONROE ST	8110045	0280	0280	0020-17-0030	001	Original	-1.000	Ft	20.00000	\$-20.00
PavtMrkg,WtRef,Type R, Tape,4 in,Wh,Temp _MONROE ST	8120245	0320	0320	0020-17-0030	001	Original	-1,500.000	Ft	1.00000	\$-1,500.00
PavtMrkg,WtRef,Type R, Tape,4 in,Ye,Temp _MONROE ST	8120246	0325	0325	0020-17-0030	001	Original	-2,500.000	Ft	1.00000	\$-2,500.00
Plastic Drum, High Intensity, Furn _MONROE ST	8120250	0330	0330	0020-17-0030	001	Original	-25.000	Ea	12.00000	\$-300.00
Plastic Drum, High Intensity, Oper _MONROE ST	8120251	0335	0335	0020-17-0030	001	Original	-25.000	Ea	1.00000	\$-25.00
Post, Steel, 3 lb _MONROE ST	8100371	0255	0255	0020-17-0030	001	Original	14.000	Ft	6.00000	\$84.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Sewer Tap, 12 inch _MCMILLAN RD	4021204	0470	0470	0020-17-0030	001	Original	-1.000	Ea	300.00000	\$-300.00
Sewer, Rem, Less than 24 inch _MCMILLAN RD	2030015	0405	0405	0020-17-0030	001	Original	199.500	Ft	17.00000	\$3,391.50
Sidewalk, Rem _GOULD ST	2040055	0630	0630	0020-17-0030	001	Original	-7.700	Syd	9.00000	\$-69.30
Sidewalk, Rem _MONROE ST	2040055	0030	0030	0020-17-0030	001	Original	-2.000	Syd	9.00000	\$-18.00
Sign, Type B, Temp, Prismatic, Furn _GOULD ST	8120350	0860	0860	0020-17-0030	001	Extra	-46.000	Sft	3.00000	\$-138.00
Sign, Type B, Temp, Prismatic, Furn _MONROE ST	8120350	0340	0340	0020-17-0030	001	Original	-49.000	Sft	3.00000	\$-147.00
Sign, Type B, Temp, Prismatic, Oper _GOULD ST	8120351	0870	0870	0020-17-0030	001	Extra	-46.000	Sft	1.00000	\$-46.00
Sign, Type B, Temp, Prismatic, Oper _MONROE ST	8120351	0345	0345	0020-17-0030	001	Original	-49.000	Sft	1.00000	\$-49.00
Sign, Type IIIA _MONROE ST	8100404	0270	0270	0020-17-0030	001	Original	4.500	Sft	16.00000	\$72.00



# Contract Modification

## Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
Sign,TypeB,Temp,Prisr Furn_MONROE ST	8120352	0350	0350	0020-17-0030	001	Original	34.250	Sft	4.00000	\$137.00
Sign,TypeB,Temp,Prisr Oper_MONROE ST	8120353	0355	0355	0020-17-0030	001	Original	34.250	Sft	1.00000	\$34.25

**Total Dollar Value: \$87,306.30**

## New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Proposed Quantity	Unit	Unit Price	Dollar Value
_ Aggregate Base, 6 inch, Modified_GOULD ST	3027011	0915	0915	0020-17-0030	001	Extra	24.400	Syd	11.00000	\$268.40
Reason: Created pay item for Gould St. Price will remain the same as original bid item.										
_ Driveway, Nonreinf Conc, 9 inch, Mod_ GOULD ST	8017011	0910	0910	0020-17-0030	001	Extra	105.300	Syd	52.00000	\$5,475.60
Reason: Created pay item for Gould St. Price will remain the same as original bid item.										
_ Geogrid	2057011	0900	0900	0020-17-0030	001	Extra	782.200	Syd	3.60000	\$2,815.92
Reason: Directed by City to install at undercut area for roadbed stabilization										
_ Guardrail Terminal End Shoe	8077050	0925	0925	0020-17-0030	001	Extra	1.000	Ea	100.00000	\$100.00
Reason: Needed to install guardrail										
Dr Structure Cover, Type K_ GOULD ST	4030050	0905	0905	0020-17-0030	001	Extra	2.000	Ea	620.00000	\$1,240.00
Reason: Created pay item for Gould St. Price will remain the same as original bid item.										



# Contract Modification

## New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	ItemType	Proposed Quantity	Unit	Unit Price	Dollar Value
Lane Tie, Epoxy Anchored	6030030	0890	0890	0020-17-0030	001	Extra	18.000	Ea	19.00000	\$342.00

Reason: New concrete drives to be tied to existing concrete as directed by the City of Owosso.

Riprap, Plain _MONROE ST	8130010	0920	0920	0020-17-0030	001	Extra	22.800	Syd	60.00000	\$1,368.00
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Reason: Riprap spillway installed in lieu of curb catch basin; stone was salvaged material from McMillan existing conditions

Sewer Tap, 24 inch _MONROE ST	4021207	0895	0895	0020-17-0030	001	Modified	2.000	Ea	500.00000	\$1,000.00
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Reason: New taps needed due to storm sewer modifications at storm outlet and raw water conflict

**Total Dollar Value: \$12,609.92**

## Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
0020-17-0030	Industrial Park Connector Project - 2018 City of Owosso	0	CNST			
001	CAT 001 - Road					\$122,453.22
003	CAT 003 - Non-Participating					\$-22,537.00
<b>Total:</b>						<b>\$99,916.22</b>

**Total Net Change Amount: \$99,916.22**



### Contract Modification

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.	
Prime Contractor: Zito Construction  _____ Signature _____ Date	Recommended by Construction Engineer: Andrew VanWormer - OHM Advisors  _____ Signature _____ Date
Prepared by Project Engineer: Randy Chesney - City of Owosso  _____ Signature _____ Date	Authorized by Managing Office Manager:  _____ Signature _____ Date
Prepared by Consultant Project Manager: Andrew VanWormer - OHM Advisors  _____ Signature _____ Date	Authorized by Region Construction Engineer:  _____ Signature _____ Date
Recommended by Local Agency: Glenn Chinavare - City of Owosso  _____ Signature _____ Date	Authorized by Bureau of Field Services:  _____ Signature _____ Date
Authorized by Airport Sponsor:  _____ Signature _____ Date	Authorized by Airports Division:  _____ Signature _____ Date
<b>FEDERAL PARTICIPATION - ACTION BY F.H.W.A.</b>	
___ Approved ___ Not Eligible ___ See Letter Dated _____	_____ (Signature) _____ (Date)
<b>FEDERAL PARTICIPATION - ACTION BY F.A.A.</b>	
___ Approved ___ Not Eligible ___ See Letter Dated _____	_____ (Signature) _____ (Date)



## MEMORANDUM

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

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**DATE:** October 30, 2018

**TO:** City Council

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

**SUBJECT:** Metering - Modeling, and Analysis of Regional Flows

### RECOMMENDATION:

Authorization to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as addendum No. 9 to the professional services agreement dated April 6, 2015, and approval of the attached proposal for additional services in the amount of \$23,915.00.

### BACKGROUND:

These additional services are required to assist city staff in determining the impact of neighboring Townships and the city of Corunna wastewater flows on the city interceptor and the city of Owosso Wastewater Treatment Works. In addition, the city of Owosso is currently under an Administrative Consent Order by the Michigan Department of Environmental Quality, for reoccurring Sanitary Sewer Overflows (SSOs) to the Shiawassee River.

The scope of services for the initial study (awarded by city council April 3, 2017) has changed based on recent results acquired from the July 2017 thru July 2018 flow monitoring and analysis period, and requires OHM Advisors to analyze and prepare additional data directly attributable to neighboring community inflow & infiltration issues.

### FISCAL IMPACTS:

The additional services of \$23,915.00 will increase the scope of this project from \$220,000.00 to \$243,915.00. SAW Grant funds received in the amount of \$115,435.00 were applied against the initial \$220,000.00 services contract during 2017.

### Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) OHM Proposal  
(2) Resolution

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF ADDENDUM NO. 9 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 OHM Advisors long-term Flow Monitoring & Metering contract to include additional services to address inflow & infiltration contributing to sanitary sewer flows from the neighboring municipalities into the city sanitary sewer collection system, and for addressing the Michigan Department of Environmental Quality Administrative Consent Order issued September 21, 2005.

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 as addendum No. 9 for the analysis of inflow & infiltration from neighboring municipalities into the city of Owosso sanitary sewer collection system.

SECOND: The accounts payable department is authorized to submit payment to OHM Advisors for professional services, up to and including addendum No. 9 in the amount of \$23,915.00 for a total amount not to exceed \$243,915.00 for engineering services to complete the long-term Flow Monitoring & Metering analysis project.

THIRD: The above expenses shall be paid from the wastewater fund 590-901-973.000.



October 10, 2018

Glenn M. Chinavare  
Utility Department  
City of Owosso  
301 W. Main Street  
Owosso, MI 48667

RE: Professional Services Addendum  
Sanitary Sewer ACO Assistance  
City of Owosso, Michigan

Dear Mr. Chinavare:

We would like to thank you for the opportunity to submit an addendum to the existing proposal for assisting the City in addressing the Sanitary Sewer Administrative Consent Order (ACO).

### **PROJECT UNDERSTANDING**

The first three Phases of our original scope for the ACO assistance included professional engineering services to assist the City with the following objectives:

- I. Determine the sources of peak wet weather flow by community
- II-i. Develop the design peak flow reaching the Wastewater Treatment Plant (WWTP) and compare to the WWTP capacity
- III. Develop alternatives and conceptual costs for improvements at the WWTP to handle the design peak flow

Phase I: Long Term Flow Metering and Phase II: Analysis and Modeling have been completed but additional services are required prior to Phase III: Conceptual Engineering.

### **SCOPE OF ADDITIONAL SERVICES**

To meet the objectives listed above, OHM Advisors is requesting an additional Phase. This Phase, as outlined below, will allow for additional regional system understanding and data verification.

#### ***PHASE II-ii: REGIONAL SYSTEM EVALUATION***

- Field Visits to Individual Communities
  - Download SCADA information
  - Understand flow capacities of existing infrastructure
- Additional Data Review
  - Review additional data collected from communities
  - Review data collected with other City of Owosso consultants to understand meter accuracy and meter math calculations





- Reassess Community Peak Flows
  - Review peak hour and peaking factor computations with the additional meter data
  - Examine impacts of travel times on peak flows
  - Analyze inflow versus infiltration for each community utilizing H2Ometrics I/I analysis tool
- Review City of Owosso Design Peak Flows
  - Tabulate impacts of I/I removal.
  - Compare to modeling completed in 2006 and 2016 for the City of Owosso
- Community Collaboration
  - Support City of Owosso with engineering support for community discussions
  - Attend two (2) board meetings with communities to present data
  - We have assumed the City of Owosso will lead the discussions with communities for WWTP contract limits and does not require OHM Advisors for this task.

**COMPENSATION**

The above-mentioned services would be performed on Time basis Not to Exceed those estimates stated below.

Task	OHM Fee for Additional Data Collection & Analysis, Community Collaboration, and Engineering Support
Phase II-ii: Regional System Evaluation	\$ 23,915

Upon approval from you, we are available to begin work on this project immediately. Should you find this agreement acceptable, please execute and return a copy to us for our records. This proposal will be valid for 60 days. We look forward to working with you on a successful project. Please feel free to contact me should you have any questions.

Sincerely,  
OHM Advisors

  
\_\_\_\_\_  
Chuck Rolfe, PE  
Principal

**PROFESSIONAL SERVICES**

Accepted By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## MEMORANDUM

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

---

DATE: October 30, 2018

TO: City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Change Order No. 3; 2018 Street Resurfacing Program-Contract No. 2

### **RECOMMENDATION:**

Approval of Change Order No. 3 to the Contract agreement between the city of Owosso and Joe Raica Excavating, Inc. for the 2018 Street Resurfacing Program-Contract No. 2, in the amount of (\$168,307.34), a net decrease to the Contract.

### **BACKGROUND:**

On June 4, 2018, City Council approved the Contract to Joe Raica Excavating, Inc. in the amount of \$836,385.30 for the 2018 Street Resurfacing Program-Contract No. 2. On July 2, 2018, City Council approved Change Order No. 1, in the amount of (\$122,715.00), a net decrease, that canceled water main construction along W. Stewart Street from Cedar Street to Shiawassee Street. Change Order No. 2, in the amount of \$14,170.59 utilized council approved contingency funds to restore road and adjacent land area disturbed by city crews as part of water main improvements along Howard Street.

Presented herewith is the final Change Order No. 3, balancing Contract pay items to match with measures from the field, a net decrease, that when approved will revise the total Contract price to \$559,533.55. Staff finds the adjustments reasonable and recommends approval of the Change Order No. 3.

### **FISCAL IMPACTS:**

Funds for Change Order No. 3 for the 2018 Street Resurfacing Program-Contract No. 2 shall be allocated to the 2016 Unlimited Obligation Bond Proceeds Account (\$58,902.24) and Water Main & Hydrants Account No. 591-901-972.000 (\$109,405.10), for combined total of \$168,307.34.

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

Attachment: (1) Resolution  
(2) Proposed Change Order No. 3

**RESOLUTION NO.**

**AUTHORIZING CHANGE ORDER NO. 3  
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND  
JOE RAICA EXCAVATING, INC.  
FOR 2018 STREET RESURFACING PROGRAM-CONTRACT NO. 2**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Joe Raica Excavating, Inc. on June 4, 2018 for resurfacing various streets of the 2018 Street Resurfacing Program-Contract No. 2, and

WHEREAS, the City has requested changes in work from Joe Raica Excavating, Inc. with regards to its water main and road construction along W. Stewart Street and Howard Street as described within Change Order No. 3, and

WHEREAS, Joe Raica Excavating, Inc. agrees to the work item quantities and pricing as final and set forth in Change Order No.3.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to amend the 2018 Street Resurfacing Program Contract No. 2 with Joe Raica Excavating, Inc. as described within Change Order No. 3.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form Contract Change Order No. 3 in the amount of (\$168,307.34), a net decrease to the Contract for Services between the City of Owosso and Joe Raica Excavating, Inc. revising the total Contract amount from \$727,840.89 to \$559,533.55.
- THIRD: The accounts payable department is authorized to pay Joe Raica Excavating, Inc. for work satisfactorily completed up to the revised Contract amount that includes Change Order No.3 in the amount of \$559,533.55.
- FOURTH: The above funds shall be allocated to the 2016 Unlimited Obligation Bond Proceeds Account (\$58,902.24) and City Water Main & Hydrants Account No. 591-901-972.000 (\$109,405.10).

**CHANGE ORDER**

No. 3

OWNER: City of Owosso  
 CONTRACTOR: Joe Raica Excavation, Inc.  
 Contract: City of Owosso 2018 Street Program – Contract 2  
 OWNER's P.O. No. 42507 ENGINEER's Project No. 832190  
 ENGINEER: Fleis & VandenBrink

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

Description:

**Road and Storm Sewer:**

**Balance quantities based on contract award vs. quantities placed (see attachment).**

Road and Storm Sewer Increase/Decrease Total Dollar Value: (\$58,902.24)

**Water Main:**

**Balance quantities based on contract award vs. quantities placed (see attachment).**

Water Main Increase/Decrease Total Dollar Value: (\$109,405.10)

**Total Change Order No. 3 Amount: (\$168,307.34)**

Attachments: Quantity Increases/Decreases

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>836,385.30</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>2</u> : \$ <u>(108,544.41)</u>
Contract Price prior to this Change Order: \$ <u>727,840.89</u>
Increase (Decrease) of this Change Order: \$ <u>(168,307.34)</u>
Contract Price incorporating this Change Order: \$ <u>559,533.55</u>

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

RECOMMENDED:

By: *[Signature]*

ENGINEER (Authorized Signature)

Title: Project Engineer

Date: October 18, 2018

*R. Cheung* ✓

ACCEPTED:

By: *Jennifer Raica*

CONTRACTOR (Authorized Signature)

Title: Corp Sec

Date: 10/26/2018

APPROVED:

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

OWNER (Authorized Signature)

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

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

City of Owosso  
 2018 Street Project - Contract 2  
 Increases / Decreases



Item No.	DESCRIPTION	UNIT	Plan Quantity	Quantity Placed	Quantity Change	Unit Price	Dollar Value
1	Mobilization, Max 5% (Road & Storm)	LSUM	1.00	1.00		\$16,000.00	\$ -
2	Dr Structure, Rem	Ea	12.00	9.00	(3.00)	\$ 250.00	\$ (750.00)
3	Sewer, Rem, Less than 24 inch	Ft	650.00	648.50	(1.50)	\$ 10.00	\$ (15.00)
4	Curb and Gutter, Rem	Ft	840.00	728.50	(111.50)	\$ 4.00	\$ (446.00)
5	Pavt, Rem	Syd	240.00	86.90	(153.10)	\$ 4.00	\$ (612.40)
6	Sidewalk, Rem	Syd	585.00	522.30	(62.70)	\$ 5.00	\$ (313.50)
7	Machine Grading, Modified	Sta	36.00	32.60	(3.40)	\$ 900.00	\$ (3,060.00)
8	Subgrade Undercutting, Type II	Cyd	200.00	5.96	(194.04)	\$ 25.00	\$ (4,851.00)
9	Erosion Control, Inlet Protection, Fabric Drop	Ea	15.00	2.00	(13.00)	\$ 85.00	\$ (1,105.00)
10	Erosion Control, Silt Fence	Ft	200.00		(200.00)	\$ 2.50	\$ (500.00)
11	Aggregate Base, 8 inch, Modified	Syd	6315.00	6,336.46	21.46	\$ 11.50	\$ 246.79
12	Maintenance Gravel	Ton	200.00	105.00	(95.00)	\$ 25.00	\$ (2,375.00)
13	Geotextile, Separator	Syd	6315.00	6,259.46	(55.54)	\$ 1.50	\$ (83.31)
14	Sewer, SDR-26, 10 inch, Tr Det B, Modified	Ft	248.00	280.50	32.50	\$ 40.00	\$ 1,300.00
15	Sewer, SDR-26, 12 inch, Tr Det B, Modified	Ft	96.00	77.00	(19.00)	\$ 45.00	\$ (855.00)
16	Sewer, SDR-26, 15 inch, Tr Det B, Modified	Ft	93.00	85.00	(8.00)	\$ 52.00	\$ (416.00)
17	Sewer, SDR-26, 18 inch, Tr Det B, Modified	Ft	280.00	280.00		\$ 60.00	\$ -
18	Plug, 15 inch	Ea	1.00	1.00		\$ 200.00	\$ -
19	Dr Structure, Temp Lowering	Ea	9.00	8.00	(1.00)	\$ 200.00	\$ (200.00)
20	Dr Structure Cover, Adj, Case 1	Ea	11.00	13.00	2.00	\$ 450.00	\$ 900.00
21	Dr Structure Cover, EJ 1060	Ea	6.00	6.00		\$ 550.00	\$ -
22	Dr Structure Cover, EJ 1120 w/Gasket Seal	Ea	9.00	8.00	(1.00)	\$ 600.00	\$ (600.00)
23	Dr Structure Cover, EJ 7000	Ea	10.00	10.00		\$ 700.00	\$ -
24	Dr Structure 36 inch dia, Modified	Ea	9.00	10.00	1.00	\$ 1,400.00	\$ 1,400.00
25	Dr Structure 48 inch dia, Modified	Ea	7.00	7.00		\$ 1,900.00	\$ -
26	HMA Surface, Rem	Syd	6541.00	6,456.92	(84.08)	\$ 2.80	\$ (235.42)
27	Hand Patching	Ton	10.00		(10.00)	\$ 110.00	\$ (1,100.00)
28	HMA, 2C	Ton	1281.00	1,158.27	(122.73)	\$ 85.00	\$ (10,432.05)
29	HMA, 4E3	Ton	428.00	421.74	(6.26)	\$ 85.00	\$ (532.10)
30	HMA, 5E3	Ton	618.00	539.21	(78.79)	\$ 87.00	\$ (6,854.73)
31	HMA Approach	Ton	55.00	50.00	(5.00)	\$ 105.00	\$ (525.00)

Item No.	DESCRIPTION	UNIT	Plan Quantity	Quantity Placed	Quantity Change	Unit Price	Dollar Value
32	Cement	Ton	5.00		(5.00)	\$ 250.00	\$ (1,250.00)
33	Saw Cutting	Ft	600.00	300.00	(300.00)	\$ 2.25	\$ (675.00)
34	Conc Pavt, Nonreinf. 9 inch	Syd	30.00		(30.00)	\$ 51.50	\$ (1,545.00)
35	Driveway, Nonreinf Conc. 6 inch	Syd	30.00	25.80	(4.20)	\$ 39.00	\$ (163.80)
36	Approach, C I I, LM	Cyd	10.00		(10.00)	\$ 32.00	\$ (320.00)
37	Curb and Gutter, Conc, Det F4	Ft	595.00	631.00	36.00	\$ 19.50	\$ 702.00
38	Curb and Gutter, Conc, Det F4, Modified	Ft	435.00	293.00	(142.00)	\$ 19.50	\$ (2,769.00)
39	Curb and Gutter, Conc, Det B2	Ft	180.00	178.00	(2.00)	\$ 23.50	\$ (47.00)
40	Detectable Warning Surface	Ft	65.00	60.00	(5.00)	\$ 40.00	\$ (200.00)
41	Sidewalk Ramp, Conc, 4 inch	Sft	1795.00	694.75	(1,100.25)	\$ 6.50	\$ (7,151.63)
42	Sidewalk, Conc, 4 inch	Sft	2775.00	2,748.88	(26.12)	\$ 4.50	\$ (117.54)
43	Sidewalk, Conc, 6 inch	Sft	100.00		(100.00)	\$ 5.00	\$ (500.00)
44	Sidewalk, Conc, 7 inch	Sft	450.00	639.50	189.50	\$ 5.50	\$ 1,042.25
45	Post, Mailbox	Ea	20.00		(20.00)	\$ 85.00	\$ (1,700.00)
46	Valve Box, Adj	Ea	6.00	4.00	(2.00)	\$ 150.00	\$ (300.00)
47	Sanitary Serv Conflict	Ea	4.00		(4.00)	\$ 1,350.00	\$ (5,400.00)
48	Abandoned Gas Main Conflict	Ea	10.00		(10.00)	\$ 250.00	\$ (2,500.00)
49	Pavt Mtkg, Waterborne, 4 inch, White	Ft	45.00	45.00		\$ 4.50	\$ -
50	Pavt Mtkg, Waterborne, 4 inch, Yellow	Ft	90.00	90.00		\$ 4.50	\$ -
51	Pavt Mtkg, Ovlv Cold Plastic, Thru and Rt Turn Arrow Sym	Ea	1.00	1.00		\$ 300.00	\$ -
52	Pavt Mtkg, Ovlv Cold Plastic, Lt Turn Arrow Sym	Ea	1.00	1.00		\$ 210.00	\$ -
53	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	Ea	19.00	19.00		\$ 50.00	\$ -
54	Pedestrian Type II Barricade, Temp	Ea	12.00		(12.00)	\$ 50.00	\$ (600.00)
55	Lighted Arrow, Type C, Furn & Oper	Ea	2.00		(2.00)	\$ 150.00	\$ (300.00)
56	Minor Traffic Devices	LSUM	1.00	1.00		\$ 1,800.00	\$ -
57	Plastic Drum, High Intensity, Furn & Oper	Ea	80.00	80.00		\$ 10.00	\$ -
58	Sign, Type B, Temp, Prismatic, Furn & Oper	Sft	450.00	442.00	(8.00)	\$ 3.50	\$ (28.00)
59	Turf Establishment, Performance	Syd	1075.00	562.80	(512.20)	\$ 4.00	\$ (2,048.80)
60	Sign, Type III, Rem	Ea	4.00		(4.00)	\$ 75.00	\$ (300.00)
61	Sign, Type III, Erect, Salv	Ea	4.00		(4.00)	\$ 75.00	\$ (300.00)
62	Post, Steel, 3 Pound	Ft	64.00		(64.00)	\$ 6.50	\$ (416.00)
63	Masonry and Conc Structure, Rem (CO #2)	Cyd	4.63	4.63		\$ 150.00	\$ -
64	Flowable Fill - Howard St (CO #2)	LSUM	1.00	1.00		\$ 700.00	\$ -
65	Curb, Conc, Det E (CO #2)	Ft	62.00	62.00		\$ 30.00	\$ -
<b>Total Road &amp; Storm Sewer Dollar Value:</b>							<b>\$ (58,902.24)</b>

Item No.	DESCRIPTION	UNIT	Plan Quantity	Quantity Placed	Quantity Change	Unit Price	Dollar Value
140	Mobilization, Max 5%, (Water Main)	LSUM	1.00	1.00		\$ 3,000.00	\$ -
141	New Water Service, Open Cut	Ea	35.00	17.00	(18.00)	\$ 2,150.00	\$ (38,700.00)
142	Supply & Install Meter Pit, Complete	Ea	12.00	3.00	(9.00)	\$ 500.00	\$ (4,500.00)
143	Water Meter Pit, Rem	Ea	12.00	7.00	(5.00)	\$ 200.00	\$ (1,000.00)
144	Curb and Gutter, Rem	Ft	1080.00	104.00	(976.00)	\$ 8.00	\$ (7,808.00)
145	Sidewalk, Rem	Syd	200.00	4.40	(195.60)	\$ 9.00	\$ (1,760.40)
146	Curb and Gutter, Det F4, Modified	Ft	1080.00	104.00	(976.00)	\$ 28.50	\$ (27,816.00)
147	Sidewalk, Conc, 4 Inch	Sft	2200.00		(2,200.00)	\$ 6.50	\$ (14,300.00)
148	Turf Establishment, Performance	Syd	1200.00	144.30	(1,055.70)	\$ 6.00	\$ (6,334.20)
149	Exploratory Digging & Backfill for Material ID	Ea	35.00	17.00	(18.00)	\$ 400.00	\$ (7,200.00)
150	Saw Cutting (CO #2)	Ft	100.00	100.00		\$ 2.25	\$ -
151	HMA Surface Removal (CO #2)	Syd	127.80	127.80		\$ 2.80	\$ -
152	Machine Grading (CO #2)	Sta	1.00	1.00		\$ 900.00	\$ -
153	Geotextile Separator (CO #2)	Syd	127.80	127.80		\$ 1.50	\$ -
154	Aggregate Base, 8 inch, Modified (CO #2)	Syd	127.80	127.80		\$ 11.50	\$ -
155	HMA, 2C (4.5 inch Base) (CO #2)	Ton	31.70	31.70		\$ 85.00	\$ -
156	HMA, 5E3 (2 inch Top) (CO #2)	Ton	14.10	14.10		\$ 87.00	\$ -
157	Driveway, Nonreinf Conc, 7 inch (CO #2)	Syd	85.57	85.87	0.30	\$ 45.00	\$ 13.50
<b>Total Water Main Dollar Value:</b>							<b>\$ (109,405.10)</b>
<b>Total Net Change Amount:</b>							<b>\$ (168,307.34)</b>



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

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# ***MEMORANDUM***

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DATE: November 5, 2018

TO: Owosso City Council

FROM: Cheryl Grice, CPA, Finance Director

SUBJECT: Approval of a Depository - Resolution to join Michigan CLASS

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Section 8.13 of Chapter 8-General Finance of the City of Owosso Charter requires the City Council to designate depositories for city funds in accordance with law.

Currently the city is using the following depositories: Chemical Bank (includes general checking), Bank of America/Merrill Lynch, Edward Jones, Huntington, Stifel, US Bank, and Wells Fargo.

I would like to recommend an additional depository. Michigan CLASS is a premier local government investment pool offering investment services that serve the needs of all public entities. Participation in Michigan CLASS is available to any county, city, village, township, school district, authority, the state of Michigan, or any other political subdivision organized under the laws of the state of Michigan. To join, public agencies need to execute the authorizing resolution.

Government Finance Officers Association has a best practice for local government Investment pools and recognizes the benefits of investing in such pools.

Thank you.



## **AUTHORIZING DEPOSITORY MICHIGAN COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM**

WHEREAS, the City of Owosso, (the “Public Agency”) desires to enter into an interlocal agreement substantially in the form attached hereto (the “Participation Agreement”) for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, the Public Agency is a Public Agency under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments (the “Permitted Investments”); and

WHEREAS, Act 7 of the Public Acts of the Extra Session of 1967, as amended, (the Urban Cooperation Act of 1967) authorizes the Public Agencies to contract in the form of an interlocal agreement to provide for the manner of investment of surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created by that interlocal agreement.

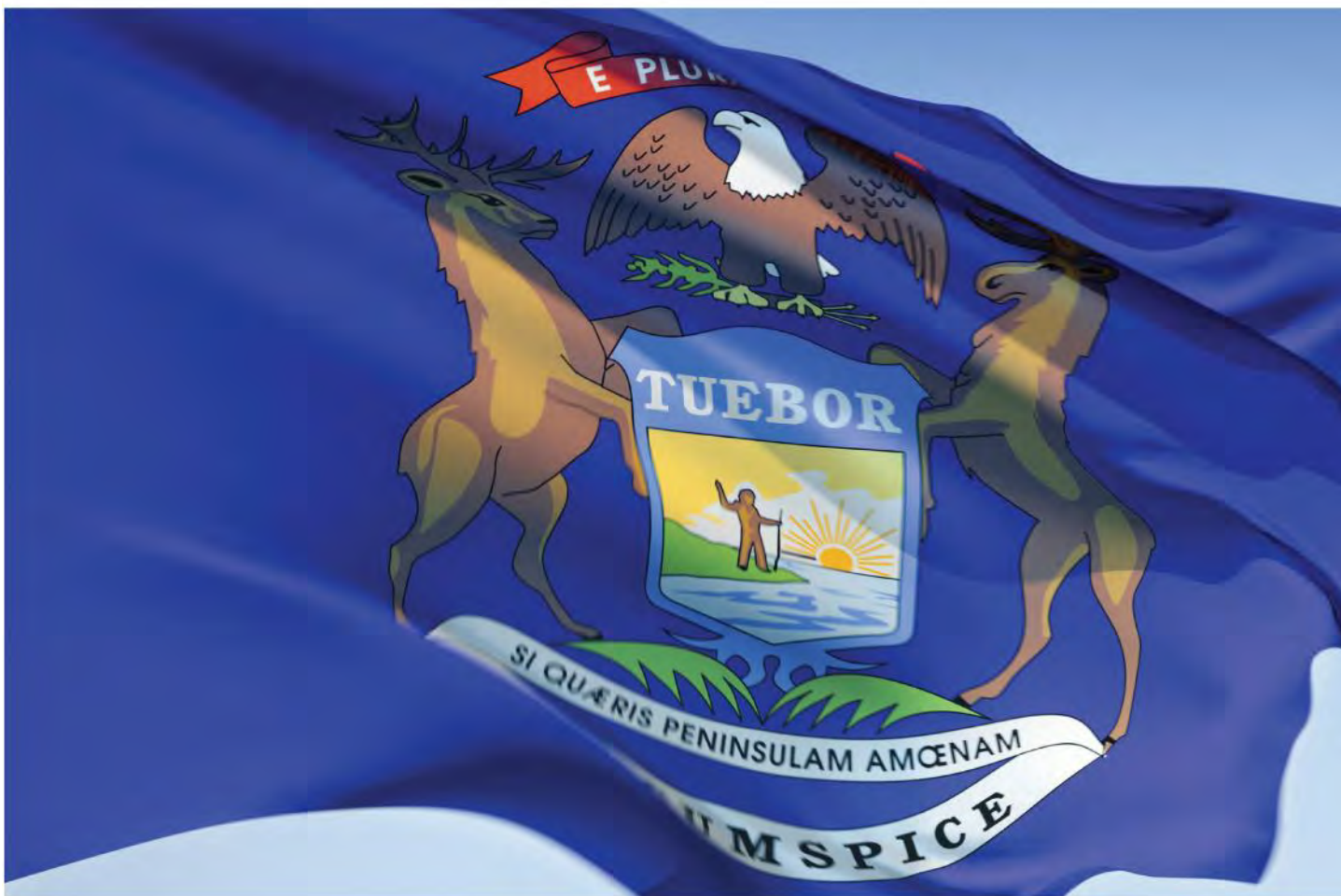
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

1. The City of Owosso adopts the Participation Agreement substantially in the form of Exhibit B which is incorporated in the Resolution by reference thereto and agrees to join with other Public Agencies to become a Participant under the terms of the Participation Agreement and to accept additional Public Agencies as new Participants without subsequent action.
2. The City of Owosso agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the Public Agency.
3. The City of Owosso acknowledges and confirms the representation, warranties and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under Participation Agreement, upon which they may respectively rely.
4. The City of Owosso hereby authorizes the City Finance Director (the “Authorized Officer”), to take the following actions with regard to the participation of the Public Agency in the Participation Agreement:

- a. Deliver a certified copy of this Resolution to Investment Advisor under the Participation Agreement.
  - b. Execute and deliver all notices, directions and instructions required or permitted by the Participation Agreement from the Public Agency or Participant.
  - c. Make contributions to the Investment Property as provided in the Participation Agreement and select all or part of the Surplus Funds (as defined in the Participation Agreement) to be contributed to the Investment Property.
  - d. Consent to an amendment to the Participation Agreement on behalf of the Public Agency if such amendment is not materially adverse to the interest of the Public Agency, is necessary to conform to the Participation agreement with law, or is a technical change necessary to facilitate the intent of the Participation Agreement.
5. The Participant understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
  6. All resolutions and parts of resolution in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.



Michigan Cooperative Liquid Assets Securities System



## Participation Agreement

Michigan  
**CLASS**<sup>®</sup>

Dated as of October 1, 1991  
by and among

The Michigan Public Agencies  
that have entered into this Agreement  
for the purpose of combining funds available  
for investment and appointing  
an Investment Advisor

(Restated With Amendments through December 31, 2011)

---



**This Participation Agreement dated as of October 1, 1991 (the "Participant Agreement") constitutes an interlocal agreement creating a legal entity pursuant to Section 5 of Act 7 of the Public Acts of the Extra Session of 1967, as amended (the Urban Cooperation Act of 1967), entered into by and among the Michigan Public Agencies that have adopted an Authorizing Resolution substantially in the form of this Participation Agreement for the purpose of exercising jointly each participating Public Agency's independent power to invest Surplus Funds.**

WHEREAS, Section 28 of Article 7 of the Michigan Constitution of 1963 provides, among other things, that the Legislature of the State of Michigan shall "authorize two or more counties, townships, cities, villages or districts, or any combination thereof to enter into contractual undertakings or agreements with one another...for the joint administration of any of the functions or powers which each would have the power to perform separately", and "to share the costs and responsibilities of such functions and services with one another"; and

WHEREAS, pursuant to the Urban Cooperation Act of 1967 a Public Agency is authorized to exercise jointly with any other public agency of the State any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, each Public Agency is permitted pursuant to the provisions of the Michigan Laws to invest certain of its Surplus Funds in statutory Permitted Investments; and

WHEREAS, each Public Agency will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the Surplus Funds are invested through one entity, the Custodian; and

WHEREAS, it will increase the efficiency of the investment if the record keeping and other administrative functions are performed by one entity, the Investment Advisor, and if the investment instructions of the Participants are transmitted through one entity, the Investment Advisor, to the Custodian; and

WHEREAS, the governing body of each Public Agency desiring to become a Participant has adopted an Authorizing Resolution in the form attached hereto as Exhibit D, authorizing the responsible officer of the Public Agency to invest Surplus Funds of the Public Agency pursuant to this Participant Agreement; and

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the Public Agency hereby adopts the following Participation Agreement and agrees to be bound by its terms:



TABLE OF CONTENTS

ARTICLE I
DEFINITIONS ..... 5
ARTICLE II
ESTABLISHMENT..... 9
2.1 Establishment, Purpose ..... 9
2.2 Name ..... 9
2.3 Participation Requirements, Changes of Incumbency ..... 9
2.4 Location ..... 9
ARTICLE III
PARTICIPANTS..... 10
3.1. Method of Participation ..... 10
3.2. Exercise of Participants' Rights ..... 10
3.3. Election of the Board of Trustees ..... 10
3.4 Voting ..... 10
3.5. Proxies ..... 10
3.6. Contributions ..... 10
3.7. Withdrawals ..... 11
3.8 Receipt of Statements and Reports; Requests ..... 12
3.9 Termination of Participation ..... 12
ARTICLE IV
BOARD OF TRUSTEES..... 14
4.1. Establishment of Board..... 14
4.2. General Powers ..... 14
4.3. Investments and Management: The Investment Program ..... 14
4.4. Title to Investments; Rights as Holders of Investment Property ..... 14
4.5. Payment of Expenses ..... 15
4.6. Power to Contract, Appoint, Retain and Employ ..... 15
4.7 Insurance ..... 15
4.8. Borrowing and Indebtedness ..... 15
4.9 Remedies ..... 16
4.10 Information Statement ..... 16
4.11. Contracting with Affiliates ..... 16
4.12 Further Powers ..... 16
ARTICLE V
TRUSTEES..... 17
5.1 Number and Qualification..... 17
5.2 Term of Office ..... 17
5.3 Election of Trustees ..... 17
5.4 Resignation of Trustees ..... 18
5.5 Removal of Trustees ..... 18
5.6 Vacancies ..... 18
5.7 Meetings ..... 18
5.8 Bylaws ..... 19
5.9 Officers ..... 19



ARTICLE VI  
INVESTMENT ADVISOR..... 20  
6.1. Appointment ..... 20  
6.2. Duties and Obligations of the Investment Advisor ..... 20  
6.3. Designated Funds ..... 21  
6.4. Special Sub-Accounts ..... 21  
6.5. Successor ..... 22  
6.6. Third-Party Beneficiary ..... 22

ARTICLE VII  
THE CUSTODIAN ..... 23  
7.1. Appointment and Acceptance ..... 23  
7.2. Resignation and Removal; Successors ..... 23  
7.3. Powers ..... 24  
7.4. Custodian Relationship; Records ..... 26  
7.5. Reliance on Instructions ..... 26  
7.6. Subrogation ..... 26  
7.7. Insurance ..... 27  
7.8. Setoff ..... 27

ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES ..... 28  
8.1. Representations and Warranties of Each Participant ..... 28  
8.2. Representations and Warranties of the Investment Advisor ..... 28  
8.3. Representations and Warranties of the Custodian ..... 28

ARTICLE IX  
COVENANTS ..... 30  
9.1. Source of Contributions ..... 30  
9.2. Truth of Representations and Warranties ..... 30  
9.3. Compliance with Law ..... 30

ARTICLE X  
AMENDMENT AND TERMINATION ..... 31  
10.1. Amendment ..... 31  
10.2. Termination ..... 32  
10.3. Power to Effect Reorganization ..... 33

ARTICLE XI  
LIMITATION OF LIABILITY ..... 34  
11.1. Liability to Third Persons ..... 34  
11.2. Liability of Trustees to Others ..... 34  
11.3. Indemnification ..... 34  
11.4. Reliance on Experts ..... 35  
11.5. Liability Insurance ..... 35

ARTICLE XII  
MISCELLANEOUS ..... 36  
12.1. Governing Law ..... 36  
12.2. Counterparts ..... 36  
12.3. Severability ..... 36



12.4. Gender; Section Headings and Table of Contents ..... 36

12.5. No Assignment ..... 36

12.6. No Partnership ..... 36

12.7. Notice ..... 36

12.8. Entire Agreement..... 37

12.9. Confidentiality..... 37

12.10. Disputes ..... 38

12.11. Effective Date..... 38

EXHIBIT A  
CONTRIBUTION PROCEDURES ..... A-1

EXHIBIT B  
WITHDRAWAL PROCEDURES ..... B-1

EXHIBIT C  
VALUATION PROCEDURES..... C-1

EXHIBIT D  
AUTHORIZING RESOLUTION..... D-1

EXHIBIT E  
INVESTMENT CRITERIA ..... E-1

EXHIBIT F-1  
INVESTMENT POLICY ..... F-1-1



ARTICLE I  
DEFINITIONS

**"Account"** means any account opened and maintained pursuant to Section 7.3(a) by the Custodian for the benefit of the Participants and to which the Investment Property of the Participants is credited and opened.

**"ACH"** means the Automated Clearing House.

**"Act"** means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, as amended, being Sections 124.501 to 124.512 of the Michigan Compiled Laws, or any successor act.

**"Affiliate"** means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Persons.

**"Authorized Officer"** means the person authorized by a Participant in an Authorizing Resolution authorized to act on behalf of the Participant.

**"Authorizing Resolution"** means a resolution of a Public Agency authorizing the Public Agency to become a Participant, a sample of which is attached hereto as Exhibit D (the "Sample Authorizing Resolution").

**"Balance"** for each Participant means the Investment Property Value of a Participant's account on any given day.

**"Board"** means the Board of Trustees created by Article IV.

**"Business Day"** means a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

**"Conflicting Provisions"** shall have the meaning set forth in Section 12.3 hereof.

**"Contribution Procedures"** means the procedures for making contributions to the Investment Property set forth in Exhibit A.

**"Custodian"** means the Person appointed and under the direction of the Investment Advisor pursuant to Article VII.

**"Custodian Agreement"** means the agreement entered into between the Investment Advisor and Custodian.





**"Fund"** means any of the funds established by the Investment Advisor pursuant to Section 6.3 hereof.

**"Government Funds"** shall have the meaning ascribed to it in Section 3 hereof.

**"Investment Advisor"** means any Person appointed, employed or contracted with by the Board to manage the Investment Property.

**"Investment Advisor Agreement"** means the agreement entered into between the Investment Advisor and the Board.

**"Investment Advisor Liabilities"** means any liabilities for the Investment Advisor under Section 11.1 for which indemnification is not provided by Section 11.3.

**"Investment Authority Acts"** means Act No. 20 of 1943, as amended, being Sections 129.91 to 129.97a of the Michigan Compiled Laws; Act No. 451 of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws; Act No. 331 of 1966, as amended, being Section 389.1 to 389.195 of the Michigan Compiled Laws; Act No. 94 of the Public Acts of 1933, as amended, being Sections 141.101 to 141.140 of the Michigan Compiled Laws; and any successor act thereto and any other act which authorizes the investment of Surplus Funds.

**"Investment Criteria"** means the objectives and standards for Permitted Investments set forth in Exhibit E.

**"Investment Funds"** means immediately available Surplus Funds delivered by each Participant to the Custodian for investment pursuant to this Participation Agreement but only if (i) such Participant is authorized pursuant to the law of the State to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State to authorize the delivery and investment of such funds.

**"Investment Property"** means any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to an Account by any Participant pursuant to Section 3.6 hereof and all proceeds, income, profits and gains therefrom that have not been distributed to the Participant pursuant to Section 3.7 hereof, used to discharge an Investment Property Liability or offset by losses and expenses.

**"Investment Property Liability"** means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Participation Agreement.

**"Investment Property Value"** means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to the Investment Advisor Agreement and the Valuation Procedures described in Exhibit C hereto.



**"Michigan CLASS" means** an investment program under the Act known as the Michigan Cooperative Liquid Assets Securities System, the separate legal and administrative entity created by this Participation Agreement.

**"Participant" means** a Public Agency which has entered into a Participation Agreement.

**"Participation Agreement" means** this Participation Agreement dated as of October 1, 1991 by and among the Participants, as amended from time to time.

**"Permitted Investments" means** bonds, securities, and other obligations of the United States, or any agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States; securities issued or guaranteed by the Government National Mortgage Association; United States government or federal agency obligation repurchase agreements which are secured by the transfer of title and custody of obligations to which the repurchase agreements relate, which maintain the market value of those obligations during the life of the repurchase agreement at levels equal to or greater than the amounts advanced and for which an undivided interest in those obligations are pledged to the Participants or to the Custodian on behalf of the Participants; and any other investment permissible to all Participants individually under the Investment Authority Acts which the Board may authorize upon recommendation of the Investment Advisor.

**"Person" means** any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group government, or any political subdivision, department or agency of the government.

**"Person in Good Standing" means** an Authorized Officer of a Participant with greater than a Zero-Balance who does not serve on the Board of any other investment program in the State substantially similar in form to Michigan CLASS.

**"Prime Fund" shall have the meaning** ascribed to it in Section 6.3 hereof.

**"Public Agency" means** a county, city, village, township, school district, authority, or any other political subdivision organized under the laws of the State and a public agency under the Act, which at all times is:

- (a) a political subdivision of the State of Michigan or a public instrumentality of the State of Michigan within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended; and
- (b) a political subdivision of the State of Michigan, or an agency, authority, or instrumentality of the State of Michigan, or any of its political subdivisions within the meaning of Section 2(b) of the Investment Company Act of 1940, as amended.

**"Record Date" means** the date no more than 30 days prior to the date of any vote of the Participants, as fixed by the Investment Advisor.



**"State"** means the State of Michigan.

**"Surplus Funds"** means money which belongs to or is under the control of the Public Agency and is available for investment in Permitted Investments, not being required by law or agreement with bondholders to be segregated and invested in a specific manner.

**"Trustee"** means any member of the Board of Trustees created pursuant to Article IV.

**"Valuation Procedures"** means the procedures for determining the value of the Investment Property set forth in Exhibit C.

**"Withdrawal Procedures"** means the procedures for requesting payments out of the Investment Property set forth in Exhibit B.

**"Zero Balance"** means any Participant's Balance that is less than or equal to \$0.00.



ARTICLE II  
ESTABLISHMENT

2.1. Establishment, Purpose. Through the creation of the Board, the Participants hereby establish a separate legal and administrative entity organized and existing pursuant to the Act for the **purpose of exercising jointly each participating Public Agency's independent power to invest Surplus Funds.**

2.2. Name. The name of the entity created by this Participation Agreement shall be **"Michigan Cooperative Liquid Asset Securities System" ("Michigan CLASS") and the Board shall conduct the entity's activities, execute all documents and sue and be sued under that name.** The Board may use such other distinctions, including Michigan CLASS, and they may adopt such other name or names as they deem proper, and the entity may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the State or the United States of America so as to protect and reserve the right of the entity in and to such names.

2.3 Participation Requirements, Changes of Incumbency.

(a) Only those Public Agencies that have adopted this Participation Agreement and have complied with its provisions may become Participants.

(b) Each Public Agency adopting and executing this Participation Agreement and otherwise complying with the provisions hereof shall become a Participant; however only those Participants carrying greater than a Zero Balance are entitled to voting rights, as described in Section 3.4.

2.4. Location. Michigan CLASS shall maintain an office of record in the State and may maintain such other offices or places of business as the Board may from time to time determine. The office of record may be changed from time to time by resolution of the Board, and notice of such change of the office of record shall be given to each Participant.



ARTICLE III  
PARTICIPANTS

3.1. Method of Participation. Any Public Agency that wishes to become a party to this Participation Agreement may do so by adopting an Authorizing Resolution, such as, for example, the Authorizing Resolution attached here to as Exhibit D and, upon adoption, delivering a certified copy of the Authorizing Resolution to the Investment Advisor. A copy of this Participation Agreement shall be adopted through incorporation by reference into the Authorizing Resolution of the Public Agency. The Investment Advisor shall provide written notification to the Custodian and other Participants of the admission of a new Participant. Any Public Agency that becomes a Participant shall have the same rights and obligations hereunder as any other Participant.

3.2. Exercise of Participants' Rights. All rights of the Participants as set forth in this Participation Agreement shall be exercised by their respective Authorized Officer. Wherever in this Participation Agreement action is required by or allowed to a Participant, such action shall be taken by the Authorized Officer on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Officer.

3.3. Election of the Board of Trustees. The Participants shall elect the members of the Board.

3.4. Voting.

(a) Subject to subsection (b) below, each Participant through its Authorized Officer shall be entitled to one vote as a matter of right with respect to the following matters:

- (i) Election of the Board;
- (ii) Amendment of the Participation Agreement;
- (iii) Termination of the Participation Agreement; and
- (iv) Reorganization of the Participation Agreement.

(b) Any Participant whose has a Zero Balance as of any Record Date remains a Participant but has no voting rights as of such Record Date. A Participant shall regain voting rights upon a subsequent Record Date if on such subsequent Record Date, the Participant carries greater than a Zero Balance.

3.5. Proxies. An Authorized Officer may vote by proxy, provided that no proxy shall be voted unless it shall have been placed on file with the Secretary of Michigan CLASS or with such other Officer of Michigan CLASS as the Secretary may direct. All proxies shall be revocable at the option of the Authorized Officer at any time prior to the vote.

3.6. Contributions.



(a) After the Participation Agreement is effective and the Investment Advisor Agreement is entered into with the Investment Advisor, each Participant shall have the right from time to time to deliver Investment Funds to the Custodian for credit to such Participant's Balance. A Participant that wishes to make such a delivery shall notify the Investment Advisor and follow the Contribution Procedures set forth in Exhibit A. Upon the receipt of a notice from a Participant, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the notice and the amount to be invested by the Participant.

(b) The Balance of a Participant shall be increased upon the delivery of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) Upon receipt of a Participant's Investment Funds, the Custodian shall deliver a confirmation to the Investment Advisor. The Investment Advisor shall note the increase in such Participant's Balance, shall retain a copy of the confirmation in its records, and shall deliver the written confirmation of the delivery to the Participant.

(d) If the Investment Advisor has received notice that a Public Agency no longer qualifies as a Participant or that any funds delivered pursuant to Section 3.6 are not Investment Funds, the Investment Advisor shall request the Custodian to return to such Participant such funds, and such Participant shall bear all of the costs and liabilities associated with the delivery of such funds.

### 3.7. Withdrawals.

(a) Each Participant shall have the right from time to time to request, in accordance with the Withdrawal Procedures set forth in Exhibit B hereto, that the Investment Advisor notify the Custodian to pay to the Participant, or to its order, any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request.

(b) Upon the receipt of any withdrawal request, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the withdrawal request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant.

(c) Whenever any payment is made to, or to the order of, any Participant pursuant to Section 3.7(b) hereof, such Participant's Balance shall be reduced by the Investment Advisor by the amount of such payment.

(d) Subject to the terms and conditions of this Participation Agreement, the Custodian shall honor a Participant's request, upon notice from the Investment Advisor, to pay to a Participant, any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.

(e) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which



trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal or State authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Investment Advisor shall determine on behalf of the board, when an event occurs which, under this Section **entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and** shall immediately notify the Custodian and each Participant by telephone or electronic medium of such determination. Such a suspension or postponement shall not itself directly alter or affect a **Participant's Balance. Such a suspension or postponement shall take effect at such time as is** determined by the Investment Advisor, and thereafter there shall be no right to request or receive payment until he first to occur of: (a) in the case of (i) or (ii) above, the time at which the Investment Advisor declares the suspension or postponement at an end, which declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

3.8. Receipt of Statements and Reports: Requests.

(a) The Investment Advisor on behalf of the Board shall provide to each Participant a copy of any statements or reports prepared pursuant to the Investment Advisor Agreement and applicable to such Participant.

(b) In addition, each Participant may direct the Investment Advisor to provide a statement of the value of the **Participant's Balance as of the date of the request. The Investment Advisor shall provide such statement.**

(c) Each Participant may direct the Investment Advisor to maintain the records relating to such Participant in a manner that subdivides the **Participant's Balance into subaccounts or** other special accounts to accommodate the desire of such Participant to segregate a portion of its **Investment Funds and Investment Property related to the Participant's Balance.**

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

(e) The Board is entitled to any reports or statements applicable to any or all Participants as it shall request of the Investment Advisor and prepared pursuant to the Investment Advisor Agreement.

3.9. Termination of Participation.



(a) Any Participant may withdraw from this Participation Agreement at any time upon written notice to the Investment Advisor, who shall promptly notify the Custodian and the other Participants upon receipt of such notice of withdrawal. Upon its withdrawal from this Participation Agreement, a Participant shall cease to have any rights or obligations under this Participation Agreement except for any indemnification obligations set forth in Article XI arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Balance as of the date of such notice be paid to such Participant. No withdrawal shall become effective until such Participant has a Zero Balance, and until such time, such Participant shall continue to possess all the rights, and to be subject to all the obligations, arising from this Participation Agreement.

(b) Any Participant that no longer qualifies as a Public Agency, that breaches any material covenant contained in Article IX hereof or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 3.9(a) hereof immediately upon such disqualification, breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Investment Advisor determines that such a disqualification, breach or cessation has occurred.





ARTICLE IV  
BOARD OF TRUSTEES

4.1. Establishment of Board. The management of Investment Property shall be under the direction of the Board of Trustees, which is hereby created by this Participation Agreement as a separate entity.

4.2. General Powers. The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers granted by this Participation Agreement to the Investment Advisor or Custodian shall also be considered powers of the Board which have been delegated for the term of the agreement with the Investment Advisor. The Board may perform such acts as they determine in their sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without an order or other action by any court. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.

4.3. Investment and Management; The Investment Program. The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Michigan CLASS Investment Policy, attached hereto as Exhibit F-1. In accordance with Section 10.1(d) hereof, the Michigan CLASS Investment Policy may be amended upon providing Participants **30 days' notice of such amendment. In the exercise of its powers, the Board shall not be limited to** Permitted Investments maturing before the possible termination of this Participation Agreement.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity, while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Investment Advisor and the Board is directed to enter into the Investment Advisor Agreement with the Investment Advisor consistent with the terms of this Participation Agreement. The Investment Advisor Agreement shall not be for a term greater than 10 years, but may be subject to renewal for successive terms. The Investment Advisor shall have the power to manage the Investment Property, including the authority to exercise all powers vested by this Section with the Board other than the designation of additional investments as Permitted Investments.

4.4. Title to Investments; Rights as Holders of Investment Property. Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of the Investment Property to the same extent that any



individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

4.5. Payment of Expenses. The Board shall have full and complete power:

(a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Participation Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

4.6. Power to Contract, Appoint, Retain and Employ. The Board is responsible for the investments of Michigan CLASS consistent with the investment policy established in this Participation Agreement and for the general administration of the business and affairs of Michigan CLASS. Subject to the limitations expressed in Section 4.11 of this Participation Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

4.7. Insurance. The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies ensuring Michigan CLASS, officers, employees and agents of Michigan CLASS individually against all claims and liabilities of every nature arising by reason of holding of having held any such office or position, or by reason of any action alleged to have been taken or omitted by Michigan CLASS or any such person, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not Michigan CLASS would have the power to indemnify such person against such liability.

4.8. Borrowing and Indebtedness. The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate the transfer of funds to the Participant which



might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law.

4.9. Remedies. Notwithstanding any provision in this Participation Agreement, when the Board deems that there is a significant risk that an obligor to Michigan CLASS may default or is in default under the terms of any obligation of Michigan CLASS, the Board shall have full and complete power to pursue any remedies permitted by law which, in their sole judgment, are in the interests of Michigan CLASS, and the Board shall have full and complete power to enter into any investment, commitment or obligation of Michigan CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

4.10 Information Statement. The Board shall have full and complete power to prepare, publish and distribute an Information Statement regarding Michigan CLASS and to amend or supplement the same from time to time.

4.11. Contracting with Affiliates. To the extent permitted by law, the Board may enter into transactions with any Affiliate of any of the Trustees or any Affiliate of the Investment Advisor if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, including a majority of the Trustees who are not Affiliates of any person who is a party to the transaction with the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the Board or with the person who is a party to the transaction with the Board.

4.12. Further Powers. The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of Michigan CLASS although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interest of Michigan CLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.



ARTICLE V  
TRUSTEES

5.1. Number and Qualification.

(a) The Board shall have at least nine (9) but no more than thirteen (13) members.

(b) The members of the Board shall be comprised of at least one (1) but not more than four (4) members from each of the following Participant categories:

- (i) Counties;
- (ii) Cities/Villages;
- (iii) Townships;
- (iv) School Districts (including intermediate school districts); and
- (v) Other Public Agencies not listed above (including community colleges).

The Board shall be the sole judge of the election and qualification of its members.

(c) Only a Person in Good Standing is eligible for election to the Board.

5.2. Term of Office. The term of office for a Trustee shall be three years or until a successor has been appointed and qualified, and such term shall begin at the meeting of the Board following the election. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

5.3. Election of Trustees.

(a) Participants shall elect Trustees by a majority vote of those voting Participants in accordance with Section 3.4. Prior to each vote, the Board shall prepare a ballot containing sufficient candidates to assure that at least one but no more than four Trustees from each Participant category listed in Section 5.1(b) above may be elected.

(b) After each election, each Participant shall by this Participation Agreement be considered to have appointed each person elected by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 5.4 or Removal according to Section 5.5.



5.4. Resignation of Trustees. Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustees and delivered to the Board, and such resignation shall be effective upon such delivery, or at a later date specified in the written notice.

5.5. Removal of Trustees. As provided in Section 7 of the Act, the governing body of each Participant may vote, at will, to remove one or more of the Trustees it appointed. A Trustee removed by a Participant will not be considered the appointee of that Participant, but shall remain a member of the Board unless removed by a majority of the Participants. If a Participant elects to remove all of the Trustees it appointed, the Participant will be considered to have terminated its participation and withdrawn from this Participation Agreement. Any Trustee can be removed from the Board for all Participants for good cause by the action of at least two-thirds (2/3) of the remaining Trustees.

5.6. Vacancies. The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence or other incapacity to perform the duties of the office, or removal by all Participants, of a Trustee. In the case of a vacancy, the Board continuing in office shall, by majority vote, appoint another person as a replacement Trustee to serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to Section 5.5, the appointee of each Participant.

5.7. Meetings.

(a) The Annual meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the election of officers, setting the calendar for regular meetings and other organizational matters, as provided in the Bylaws.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held without call or notice at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Participation Agreement or by law of the State.

(e) Meetings of the Board shall be subject to the Open Meetings Act (Act No. 267 of 1976, being Sections 15.261-15.275).

(f) With respect to any Affiliate of any Trustee, Trustees who are so affiliated within the meaning of Section 4.11 of this Participation Agreement or otherwise interested in any action to be taken must disclose such affiliation or interest. Such Trustees may be counted for



quorum purposes, but such Trustees shall not be entitled to vote upon any matter related to the Affiliate or interest.

5.8. Bylaws. The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, and in such Bylaws, may among other things, define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the rules of calling of meetings and determination of regular and special meetings.

5.9. Officers. The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.



ARTICLE VI  
INVESTMENT ADVISOR

6.1. Appointment.

(a) The Board shall appoint an Investment Advisor for the purpose of fulfilling the responsibilities provided the Investment Advisor under this Participation Agreement, and each Participant hereby delegates to the Board the authority to enter into an agreement with the Investment Advisor for a period not to exceed 10 years and on the terms set forth in this Participation Agreement. Such Investment Advisor Agreement may be renewed for successive terms.

(b) The Investment Advisor shall be required pursuant to the Investment Advisor Agreement to accept such appointment and to agree to render the services and to assume the obligations set forth therein and in this Participation Agreement, for the compensation provided in the Investment Advisor Agreement

6.2. Duties and Obligations of the Investment Advisor.

(a) The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the Board from time to time. The Board may authorize the Investment Advisor to effect purchases, sales or exchanges of Investment Property on behalf of the Board or may authorize any officer, employee, agent or member of the Board to affect such purchases, sales or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales and exchanges shall be deemed to be authorized by the Board. The Board has authorized the establishment of a primary fund for the investment of Surplus Funds of the Participants in Section 6.3 hereof, and may direct the Investment Advisor to establish specially designated Funds with specific investment characteristics pursuant to Section 6.3 of this Participation Agreement; the establishment thereof shall not require any further action of the Board. After such direction, any such establishment of specially designated Funds shall be deemed authorized by the Board.

(b) The Participants and the Board delegate no discretion to the Investment Advisor hereunder to invest Investment Property in any but Permitted Investments and the Investment Advisor shall expressly refuse to accept any delegation of such discretion. Except as set forth herein and subject to law, the decision of how to invest or not to invest shall remain at all times under the control of the Board. The Investment Advisor is directed to cause Investment Property of each Participant to be invested in concert in Permitted Investments and consistent with the investment criteria set forth in Exhibit E, Exhibit F-1 or such other exhibits created pursuant to Section 6.3 hereof. The Investment Advisor shall have no additional discretion than that stated in this Participation Agreement in carrying out the directions set forth in this Section 6.2 or Section 6.3.

(c) The Investment Advisor shall at no time have custody of, or physical control over, any of the Investment Property. The Investment Advisor shall, upon approval of the Board, appoint a Custodian, as defined in the Participation Agreement, to receive, hold for reinvestment, and clear all Investment Property. The Investment Advisor shall not be liable for any act or omission of



the Custodian, but shall be liable for the Investment Advisor's acts and omissions as provided herein. Each Participant and the Board direct the Custodian to act, and the Custodian shall agree to act, in accordance with the instructions of the Investment Advisor.

(d) The types of Permitted Investments into which Investment Property shall be invested is determined by the Board pursuant to the Participation Agreement and, subject to Section 6.3 hereof, the Board delegates the selection of investments within those Permitted Investments to the Investment Advisor. All actions of the Investment Advisor in selecting investments which meet the investment parameters contained herein and in implementing the sale or purchase of securities are taken behalf of the Board.

6.3. Funds. The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of Surplus Funds of the Participants. The Prime Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit E and Exhibit F-1 hereto. Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated Funds, in addition to the Prime Fund, with specified investment characteristics that may be more limited than the Permitted Investments, **but may not be broader (the "Government Funds" and, together with the Prime Fund, the "Funds").** The Investment Advisor may cause the Custodian to establish such Government Funds once the Board or its designee has approved in writing the investment characteristics of such Government Funds. If established, any such Government Fund shall consist only of Permitted Investments, and the investment characteristics of each such Government Fund shall be set forth in a separate investment policy made an exhibit to this Participation Agreement, which exhibit shall be titled "Exhibit F-\_\_" with the applicable number being inserted in the blank. The establishment of such Government Funds shall not be deemed an amendment of this Participation Agreement. According to the contribution procedures set forth in Section 3.6 hereof, a Participant may direct the Investment Advisor to invest its Surplus Funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor shall cause to be maintained a separate rating on each such Fund. All provisions of this Participation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

6.4 Special Sub-Accounts. Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish specially designated, individualized sub-accounts within any Fund with investment, withdrawal, contribution or other characteristics different, but no broader, than those set forth in this Participation Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees. A Participant in its sole discretion may create such proposed special, individualized sub-accounts within any Fund. Any special sub-account that is created pursuant to this Section 6.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special sub-account are amended by the specific Participant having such sub-account. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special sub-account. Such investment policy may not be broader than the Investment Policy of Prime Fund attached to this Participation Agreement as Exhibit F-1, or if a sub-account is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund and in no case shall it be broader than the investment policy contained in Exhibit F-1 hereto. The establishment of such special sub-accounts and the amendment of the investment policy for such sub-account shall not be deemed an amendment of the Participation





Agreement. The Investment Advisor shall calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for other Participants.

6.5 Successor. In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board may appoint, employ or contract with a successor.

6.6 Third-Party Beneficiary. The Participants expressly agree that the Investment Advisor is a third-party beneficiary of this Participation Agreement.



ARTICLE VII  
THE CUSTODIAN

7.1. Appointment and Acceptance.

(a) Subject to the approval of the Board, the Investment Advisor is directed to appoint and provide direction to the Custodian. The Custodian shall be required to accept the duties and obligations of the Custodian described in this Participation Agreement.

(b) The Investment Advisor may appoint, with the consent of the Custodian, or authorize the Custodian to utilize sub-custodians to serve as a Custodian in the performance of the obligations of the Custodian hereunder provided that (a) the use of such sub-custodians is permitted under the law of the State, (b) the use of such sub-custodians will not render the performance of any provision of this Participation Agreement by any of the parties hereto invalid, illegal or not permitted under the laws of the State, (c) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian, (d) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected **because of the Custodian's use of a sub-custodian** and (e) the sub-custodian is a bank or trust company, savings and loan association or credit union eligible to be a depository of surplus funds of the state under Sections 3 and 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 to 21.146 of the Michigan Compiled Laws. A sub-custodian does not include, and a Custodian may utilize, any Affiliate of the Custodian as a depository to hold or clear Investment Property or instruments evidencing Permitted Investments made with Investment Property in the name of any nominee name of the Custodian on behalf of the Participants.

(c) The Custodian shall receive, hold for reinvestment, and clear all Investment Funds and Investment Property. The Custodian shall perform those functions with respect to Investment Funds and Investment Property as provided by this Participation Agreement and the Custodian Agreement.

(d) No Investment Funds or Investment Property received by the Custodian pursuant to this Participation Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

(e) With respect to school districts which are Participants, the Custodian and any sub-custodian utilized by the Custodian shall be considered, for purposes of Section 1223(2) of Act No. 451 of the Public Acts of 1976, as amended, being Section 380.1223 of the Michigan Compiled Laws, to be the depository of the funds of a school district from which a contribution under Section 3.6 was made and into which the instrument representing that contribution shall be deposited.

(f) The Custodian shall, within thirty (30) days of issuance, deliver a copy of its annual report to the Investment Advisor and the Board.

7.2. Resignation and Removal: Successors.



(a) The Custodian may resign upon the giving of at least ninety (90) days' prior written notice to the Investment Advisor.

(b) Subject to the approval of the Board, the Investment Advisor may remove the Custodian upon not more than sixty (60) days' prior written notice to the Custodian. Notwithstanding the foregoing, the removal of the Custodian shall not be deemed effective unless a successor shall have been chosen and accepted the position.

7.3. Powers.

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one Account for each Fund established by the Investment Advisor in the name of "(Name of Custodian) as Custodian for (Name of Fund) for the Benefit of the Participants who are parties to a Participation Agreement dated as of October 1, 1991" and will accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all Investment Funds delivered pursuant to Section 3.6 and Section 6.3 hereof, and the income or earnings derived therefrom, delivered to or collected by it for deposit in or otherwise held in the Account. The Custodian may accept funds hereunder and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) All securities and other non-cash Investment Property held in the Account shall be physically segregated from other securities and non-cash property in the possession of the Custodian and shall be identified as subject to this Participation Agreement.

(b) Only upon and in accordance with instructions of the Investment Advisor as provided herein shall the Custodian, for the account and risk of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form and surrender securities at maturity or earlier when advised for a call for redemption;

(iii) make, execute, acknowledge and deliver as Custodian, any and all documents or instruments (including but not limited to all declarations, affidavits and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 7.3(b);

(v) sell, exchange or otherwise dispose of any and all Investment Property free and clear of any and all interests of any and all Participants, at public or private sale, with



or without advertisement and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith; and

(vi) exercise all other rights and powers and to take any action in carrying out the purposes of this Participation Agreement.

(c) (i) The Custodian shall collect the income on the Investment Property and distribute it in accordance with instructions of the Investment Advisor in accordance with Article III hereof;

(ii) the Custodian shall hold the Investment Property and all instruments evidencing Permitted Investments made with Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at Depository Trust Company or other depository or clearing corporation in the name of the Custodian on behalf and for the benefit of the Participants; or (c) in a book entry account in the name of the Custodian on behalf and for the benefit of the Participants with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property and all instruments evidencing Permitted Investments made with Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provide, however, that the custodial relationship and the interests of the Participants regarding such Investment Property and instruments shall be noted on the records of the Investment Advisor and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian;

(iii) with respect to enforcing rights in connection with the Investment Property, the Custodian shall have the power to act upon instruction of the Investment Advisor in order to prevent the loss or default upon Investment Property, including, without limitation, the power to: (a) collect, sue for, receive and receipt for all sums of money or other property due; (b) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Investment Property; (d) foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any property; (f) be a party to the reorganization of any Person and transfer to the deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Investment Property, for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; (i) pay or satisfy any debt or claims; and (j) file any



financing statements concerning the Investment Property with the appropriate authorities to protect the Investment Property from any potential claim of any creditors of any of the Participants.

7.4. Custodian Relationship; Records.

(a) The Custodian shall hold the Investment Property for the collective benefit of each of the Participants. The Investment Property shall be the property of the Participants and shall not be, or be deemed to be, an asset or a liability of the Custodian.

(b) The Custodian acknowledges that the records concerning the Investment Property shall be maintained by the Investment Advisor and that such records shall conclusively determine the interests of each Participant in the Investment Property; the Custodian hereby agrees that such records are conclusively determinative of the interests of the Participants. The Investment Advisor shall cause such records to separately account for each Participant, and to show any deposits, earnings, withdrawals or fees associated with the Participant. Notwithstanding the foregoing, the Custodian shall maintain its own internal records concerning the Account and the transactions contemplated by this Participation Agreement.

7.5. Reliance on Instructions.

(a) The Custodian shall accept and shall be fully protected if it relies upon the instructions actually received and given in writing or as otherwise provided by this Section by any authorized officer, employee or agent of the Investment Advisor, and all authorizations shall remain in full force and effect until cancelled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees or agents of the Investment Advisor shall be only such persons as are authorized by corporate resolution of the **Investment Advisor duly certified in writing to the Custodian by the Investment Advisor's Secretary.** The Custodian may rely on instructions received by generally accepted methods of transmission acceptable to the Custodian which the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through the **Asset Management System ("AMS") or a customer data entry system or any similar electronic instruction system acceptable to the Custodian.** The Custodian shall have no responsibility to assure that the instructions of the Investment Advisor either conform to the Participation Agreement or require actions to be taken which are authorized by law. The Custodian shall incur no liability as a result of any act or omission by the Custodian in accordance with instructions on which the Custodian is authorized to rely pursuant to the provisions of this Section 7.5.

(b) In the absence of bad faith or gross negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate or document submitted to it or verify the accuracy of the contents thereof.

7.6. Subrogation. The Investment Advisor on behalf of the Board shall be entitled to be subrogated to the rights of the Custodian, with respect to any claim against any other person or



institution which the Custodian may have, as a consequence of any loss or damage to the Investment Property. In such event, the Investment Advisor shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for loss.

7.7. Insurance. The Custodian will maintain insurance coverage of the following types and amounts with limits agreed to by the Board:

Financial Institutions Bond: \$100,000,000 per occurrence and in the aggregate

Professional Liability: \$100,000,000 per occurrence and in the aggregate.

7.8. Setoff. The Custodian shall not have, and shall not seek to enforce, any right of setoff, recoupment or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Participation Agreement.



ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of Each Participant. Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents in order to execute and deliver this Participation Agreement and to perform its obligations hereunder, including, without limitation, the appointment of the Investment Advisor; and

(b) the adoption and performance of the Participation Agreement does not violate **the Participant's charter or organizational documents or any applicable general law or other local ordinance,** rule or regulation; and

(c) the performance of this Participation Agreement has been duly authorized and this Participation Agreement is the legal, valid and binding obligation of the Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(d) the certificates delivered hereafter by the Participant pursuant to this Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the adoption and performance of the Participation Agreement does not conflict with or result in the breach or termination of, or otherwise give any other person the right to terminate, or constitute a default, event of default or an event with notice or lapse of time, or both would constitute a default or an event of default under the terms of any contract or permit to which the Participant is a party or by which the Participant or its properties are bound.

8.2. Representations and Warranties of the Investment Advisor. The Investment Advisor represents and warrants in the Investment Advisor Agreement that:

(a) the Investment Advisor is a duly organized and validly existing corporation, duly qualified to conduct business in the State; and

(b) the performance of its duties described under this Participation Agreement and the execution, performance and delivery of the Investment Advisor Agreement have been duly authorized and are the legal, valid and binding obligations of the Investment Advisor, enforceable against the Investment Advisor in accordance with their terms.

(c) it is a United States Securities and Exchange Commission registered investment advisor.

8.3. Representations and Warranties of the Custodian. The Custodian appointed by the Investment Advisor shall represent and warrant that:



- (a) it is a duly organized and validly existing banking corporation, organized under the laws of the State and duly qualified to conduct business in the State; and
- (b) the performance of this Participation Agreement has been duly authorized and is the legal, valid and binding obligation of the Custodian, enforceable against it in accordance with its terms.





ARTICLE IX

COVENANTS

9.1. Source of Contributions. Each Participant hereby covenants that it will deliver pursuant to Section 3.6 only Investment Funds that constitute Surplus Funds and are permitted to be invested pursuant to the laws of the State and any ordinance or local regulation applicable to such Participant, and that it will perform all actions required by the laws of the State and any ordinance or local regulation application to such Participation to be done prior to such investment.

9.2. Truth of Representations and Warranties. Each party to this Participation Agreement hereby covenants that it shall withdraw from this Participation Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

9.3. Compliance With Law. The parties agree that this Participation Agreement is intended to comply fully with all provisions of the Act.



ARTICLE X  
AMENDMENT AND TERMINATION

10.1. Amendment.

(a) This Participation Agreement may be amended from time to time. The Participation Agreement may be amended upon:

(i) a two-thirds (2/3) majority approving vote of the Trustees appointed and present at a meeting of the Board;

(ii) following the approval of the Board, the simple majority approving vote of the Participants; and

(iii) following the approval of the Participants, the two-thirds (2/3) majority vote of the Trustees present at a meeting of the Board, reapproving the amendment.

(b) Notwithstanding the foregoing, the Board may, from time to time, upon a two-thirds (2/3) vote of the Board and after 45 days prior written notice to the Participants, amend or alter the provisions of this Participation Agreement without the vote of the Participants which it deems in good faith to be necessary to conform this Participation Agreement to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing to do so. Notwithstanding the foregoing, no amendment may be made pursuant to this Section 10.1(b) which would substantively alter the rights of the Participants or liability of the Participants or Trustees.

(c) Any amendment executed pursuant to Section 10.1(a) or (b) hereof will be effective thirty (30) days after the last affirmative vote is obtained as required by Section 10.1(a) or (b) hereof. A certification signed by a two-thirds (2/3) majority of the Board setting forth an amendment and reciting that it was duly adopted or a copy of the Participation Agreement, as amended and executed by a two-thirds (2/3) majority of the Board, shall be conclusive evidence of such amendment.

(d) The amendment of any Exhibit to this Participation Agreement shall not be considered an amendment to the Participation Agreement and may be made by the Board to the extent consistent with the terms of the Participation Agreement. An amendment to an Exhibit pursuant to this Section 10.1(c) shall not be made effective until 30 days after each Participant has received notice of the amendment.

10.2. Termination.

(a) This Participation Agreement may be terminated at any time pursuant to the following procedures:



(i) a three-quarters (3/4) majority approving vote of the Trustees appointed and serving;

(ii) following the approval of the Board, the simple majority approving vote of the Participants; and

(iii) following the approval of the Participants, the three-quarters (3/4) majority vote of the Trustees appointed and serving, reapproving the termination.

(b) This Participation Agreement shall terminate automatically if:

(i) at any time after one year after the date of this Participation Agreement there are fewer than two Participants; or

(ii) the Board did not act to name a new Investment Advisor on or before the day that is immediately prior to the date on which the term of the Investment Advisor expires or the resignation or withdrawal of the Investment Advisor would otherwise become effective.

(c) Upon the termination of this Participation Agreement pursuant to this Section 10.2:

(i) The Custodian and the Investment Advisor shall carry on no business in connection with the Investment Property except for the purpose of the protecting the value of the Investment Property, satisfying the Investment Property Liabilities and winding up its affairs in connection with the Investment Property;

(ii) The Custodian and the Investment Advisor shall proceed to wind up their affairs in connection with the Investment Property, and all of the powers and responsibilities of the Custodian and the Investment Advisor under this Participation Agreement shall continue until the affairs of the Custodian and the Investment Advisor in connection with the Investment Property shall have been wound up, including, but not limited to, the power to collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Investment Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by not less than the affirmative two-thirds (2/3) vote of the Board appointed and serving, and;

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities and refunding agreements as each of the Custodian and the Investment Advisor deem necessary for their protection, the



Investment Advisor shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(d) Upon termination of this Participation Agreement and distribution to the Participants as herein provided, the Investment Advisor shall execute and lodge among the records maintained in connection with this Participation Agreement an instrument in writing setting forth the fact of such termination, and the Investment Advisor, the Custodian and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 4.3(a) of the Investment Advisor Agreement and Article XI hereof shall survive any termination of this Participation Agreement.

(e) If this Agreement is terminated pursuant to Section 10.2(b) (ii) hereof because of the expiration of the term of the Investment Advisor or resignation and/or withdrawal of the Investment Advisor, such expiration, resignation and/or withdrawal shall be postponed until the instrument contemplated by Section 10.2(d) hereof has been executed and lodged among the records maintained in connection with this Participation Agreement.

10.3. Power to Effect Reorganization. If permitted by applicable law, including without limitation, the Act and the Investment Authority Acts, the Board, by vote or written approval of two-thirds (2/3) of the Board appointed and serving, may select, or direct the organization of a corporation, association, trust, or other person with which Michigan CLASS may merge, or which shall take over the Investment Property and carry on the affairs of Michigan CLASS, and after receiving the affirmative vote of not less than a majority of all of the Participants, and a second affirmative vote of not less than two-thirds (2/3) of the Board appointed and serving, the Board may effect such merger or may sell, convey, and transfer the Investment Property to any such corporation, association, trust, or other person in exchange for cash or shares or securities thereof, or beneficial interests therein with the assumption by such transferee of the liabilities of Michigan CLASS; and thereupon the Board shall terminate Michigan CLASS and deliver such cash, shares, securities or beneficial interests ratably among the Participants of Michigan CLASS in redemption of their investments.



ARTICLE XI  
LIMITATION OF LIABILITY

11.1. Liability to Third Persons.

(a) No member or representative of a Participant shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or the acts, obligations or affairs of the Board. No Trustee, officer, employee or agent, including the Investment Advisor and Custodian, of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence or reckless disregard of duty by such Trustee, officer, employee or agent; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of a Participant, Trustee, officer, employee or agent of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

(b) Claims of any nature arising in connection with the affairs of the Board from which a Trustee, officer, employee or agent of the Board are protected by this Section shall include any claims sustained by reason of any act or omission (including, but not limited to, investment advice or the failure to give investment advice at any time).

(c) The Board shall indemnify and hold harmless each member or officer of a Participant from and against all claims and liabilities to which such member or officer of such Participant may become subject on behalf of the Participant by reason of being or having been a Participant, and shall reimburse such Participant or its officer or member for all legal and other expenses of such Participant reasonably incurred in connection with any such claim or liability. The rights accruing to a Participant or its members or officers under this Section shall not exclude any other right to which such Participant or member or officer may be lawfully entitled, nor shall anything herein restrict the right of the Board to indemnify or reimburse in any appropriate situation even though not specifically provided herein.

11.2. Liability of Trustees and Others. No Trustee, officer, employee or agent of the Board shall be liable to the Board or to any Participant, Trustee, officer, employee or agent thereof for any damages caused by action or failure to act except for damages caused by bad faith, willful misfeasance, gross negligence or reckless disregard of duties. Any agreements with the Investment Advisor or the Custodian shall provide for the personal liability of the Investment Advisor or the Custodian, as the case may be, for a willful or negligent failure to take reasonable measures to restrict investments of Investment Property to those permitted by law and this Participation Agreement. The provisions of this Section shall not limit the liability of any agent of the Board (including without limitation, the Investment Advisor or the Custodian) with respect to breaches by it of a contract between the agent and the Board.

11.3. Indemnification.



(a) The Board shall indemnify to the extent permitted by law each of the Trustees, officers, employees and agents, including the Investment Advisor and Custodian, against all liabilities and expenses (including without limitation amounts paid in satisfaction of judgments, in compromise, as fines and penalties, and as counsel fees) reasonably incurred in connection with the defense or disposition of any actual or threatened action, suit or other proceeding, whether civil or criminal, while in office or thereafter, by reason of being or having been such a Trustee, officer, employee or agent, except with respect to any matter as to which the Trustee, officer, employee or agent shall have adjudicated to have acted in bad faith, willful misfeasance, gross negligence or reckless disregard of their respective duties, or in the case of the Investment Advisor, in willful or negligent violation of the restrictions on investments of the Investment Property; provided, however, that so to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the counsel approved by the Board agrees to the effect that if either the matter of willful misfeasance, gross negligence or reckless disregard of duty, or the matter of good faith and reasonable belief as to the best interests of the Board had been adjudicated, it would have adjudicated in favor of such person.

(b) The provisions of this Section shall not be construed to permit the indemnification of any agent Board with respect to any breach of a contract between the agent and the Board.

(c) The rights accruing to any person under these provisions shall not exclude any other right to which the person may be lawfully entitled; provided, however, that no person may satisfy any right of indemnity or reimbursement granted in this Article or to which the person may be otherwise entitled except out of the Investment Property, and no Participant shall be liable to any person with respect to any claim for indemnity or reimbursement of otherwise.

#### 11.4. Reliance on Experts.

(a) Each Trustee and each officer of the Board shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Board, upon an opinion of counsel or upon reports made to the Board by any of its officers or employees or by the Investment Advisor, the Custodian, accountants, appraisers or other experts selected with reasonable care by the Board or officers of the Board.

(b) Each Participant and the Board understands that in performing its services hereunder the Investment Advisor will rely on information provided by others and agree that the Investment Advisor is not responsible for the accuracy of such information.

11.5. Liability Insurance. The Board shall, at all times, payable from the Investment Property, maintain insurance or cause insurance to be purchased, for the protection of the Trustees, the Officers, employees and agents thereof, if any, in such amounts as the Board in its discretion shall deem adequate to cover foreseeable tort and contract liability to the extent available at reasonable rates.



ARTICLE XII  
MISCELLANEOUS

12.1. Governing Law. This Participation Agreement is executed by the Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

12.2. Counterparts. This Participation Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

12.3. Severability. The provisions of this Participation Agreement are severable, and if any **one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable laws**, the Conflicting Provisions shall be deemed never to have constituted a part of this Participation Agreement and this Participation Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Participation Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

12.4. Gender; Section Headings and Table of Contents.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of the Participation Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Participation Agreement nor affect its meaning, construction or effect.

12.5. No Assignment. No party hereto may sell, assign, pledge or otherwise transfer any of its rights, benefits or interests under this Participation Agreement to any other Person, and any purported sale, assignment, pledge or other transfer shall be null and void.

12.6. No Partnership. Notwithstanding any provision hereof to the contrary, this Participation Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Participation Agreement to constitute a partnership or any other joint venture or association. Furthermore, none of the parties has any authority hereunder to personally bind or act as agent for another party in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.7. Notice. Unless otherwise specified in this Participation Agreement, all notices required to be sent under this Participation Agreement:



(a) shall be in writing addressed to the Authorized Officer if notice is to be given to a Participant; to the address identified in the Investment Advisor Agreement if to the Investment Advisor; and to the address identified in the Custodian Agreement if to the Custodian.

(b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Investment Advisor; and

(c) shall be deemed to have been given on the day of such mailing.

12.8. Entire Agreement. This Participation Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

12.9. Confidentiality.

(a) All information and recommendations furnished by the Investment Advisor to the Participants that is marked confidential or is a trade secret and all information and directions furnished by the Investment Advisor to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Investment Advisor and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Participants or the Board. Nothing in this paragraph shall prevent any party from divulging information to civil, criminal, bank or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply.

(b) In the event that on-line terminals and similar electronic devices are used for communication from the Investment Advisor to the Custodian, the Investment Advisor agrees to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Participation Agreement. The Custodian may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Participation Agreement.

(c) The Custodian may rely on the accuracy of all data received by it through electronic means and initiated by any person authorized by the investment advisor. Every person who uses the correct passwords to obtain information by electronic means or to make permissible **transactions shall be presumed to have the Investment Advisor's authority unless the Investment Advisor can prove all of the following:**

(i) a person using a correct password was not authorized to have access to this information if the Custodian has knowledge of such unauthorized use;





(ii) the person using the password obtained it through or as a result of the **Custodian's gross negligent disclosure; and**

(iii) the disclosure by the Custodian was not authorized by the Investment Advisor prior to its unauthorized use.

12.10. Disputes. In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 10 days before commencing legal action.

12.11. Effective Date. This Participation Agreement shall be effective on the date two or more Public Agencies have executed this Participation Agreement, adopted an Authorizing Resolution and delivered such documents pursuant to Section 3.1.



EXHIBIT A  
CONTRIBUTION PROCEDURES

- 1) A Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be invested, and if more than one Fund has been established by the Investment Advisor, into which Fund such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire Investment Funds to the corresponding Account at the Custodian.
- 2) Receipt of the Investment Advisor prior to the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same Business Day.
- 3) Receipt by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn Interest on the next Business Day.
- 4) If Investment Funds for which notification of deposit has been given, are not received (except if the Participant can show the contribution procedures have been followed) by the end of the Business Day on which such notification is given, the Investment Advisor shall deduct the **value of such Investment Funds from the Participant's Balance if previously credited.**

If the Participant fails to instruct its bank depository to wire Investment Funds before the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, on the day notice of the deposit is provided the Investment Advisor, the Participant's Balance shall be charged interest equal to any interest earned on **such failed deposit for each day the Participant's Balance was credited with the deposit before** the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the Investment Funds are not received, then the Investment Advisor shall seek to obtain such Investment Funds from the party responsible for failure of delivery.

- 5) Participants are prohibited from withdrawing Investment Funds credited to their Balance pursuant to (2) or (3) above, until such Investment Funds are received by the Custodian.



EXHIBIT B  
WITHDRAWAL PROCEDURES

- 1) The Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be withdrawn, and if more than one Fund has been established, from which Fund such amount shall be withdrawn.
- 2) The Participant shall indicate the payee and include wire or ACH instructions.
- 3) Requests for withdrawals received by the Investment Advisor by the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org> will be processed to permit payment on the Business Day.
- 4) Requests for withdrawals received by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, will be processed the following Business Day.
- 5) Participants may only request withdrawals of an amount not to exceed their Balance at the time payment is made pursuant to such request.
- 6) Requests for withdrawals received in accordance with (3) above by the Investment Advisor **shall be wired or processed through ACH in accordance with the Participant's instructions** after noon on such Business Day and the funds so wired or processed through ACH shall be immediately available funds.



EXHIBIT C  
VALUATION PROCEDURES

Valuation of Investments.

Under the FASB Accounting Standards Codification (ASC), SFAS 157 was incorporated into a fair value measurement framework that establishes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. This framework emphasizes that fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Various inputs are used in **determining the value of CLASS's portfolio investments.**

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Investment Advisor shall determine the market value of the specific investment holdings for the Michigan CLASS portfolio. The market values shall be obtained from one or more sources the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Investment Advisor to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements which are "delivery versus payment" shall be determined by the Michigan CLASS portfolio manager using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodian. The tri-party custodian forward a collateral report to the Michigan CLASS operations team every business day.

Accounting for Investments.

Security transactions are accounted for on the trade date. Realized gains and losses on sales of investments are calculated on an identified cost basis. Interest income, including any amortization of discount or premium, is recorded on an accrual basis.



EXHIBIT D  
SAMPLE AUTHORIZING RESOLUTION

WHEREAS, certain governmental units described in Schedule 1 attached to this Resolution (the "Public Agencies") desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto as Exhibit B (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, the Public Agency is a Public Agency under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments (the "Permitted Investments"); and

WHEREAS, Act 7 of the Public Acts of the Extra Session of 1967, as amended, (the Urban Cooperation Act of 1967) authorizes the Public Agencies to contract in the form of an interlocal agreement to provide for the manner of investment of surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created by that interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

1. The Governing Body adopts the Participation Agreement substantially in the form of Exhibit B which is incorporated in the Resolution by reference thereto and agrees to join with other Public Agencies to become a Participant under the terms of the Participation Agreement and to accept additional Public Agencies as new Participants without subsequent action.

2. The Governing Body agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of the Public Agency.

3. The Governing Body acknowledges and confirms the representation, warranties and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under Participation Agreement, upon which they may respectively rely.

4. The Governing Body hereby authorizes \_\_\_\_\_ (the "Authorized Officer"), to take the following actions with regard to the participation of the Public Agency in the Participation Agreement:

a. Deliver a certified copy of this Resolution to Investment Advisor under the Participation Agreement.



- b. Execute and deliver all notices, directions and instructions required or permitted by the Participation Agreement from the Public Agency or Participant.
  - c. Make contributions to the Investment Property as provided in the Participation Agreement and select all or part of the Surplus Funds (as defined in the Participation Agreement) to be contributed to the Investment Property.
  - d. Consent to an amendment to the Participation Agreement on behalf of the Public Agency if such amendment is not materially adverse to the interest of the Public Agency, is necessary to conform to the Participation agreement with law, or is a technical change necessary to facilitate the intent of the Participation Agreement.
5. The Participant understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
6. All resolutions and parts of resolution in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

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(Clerk or Secretary)



**SCHEDULE 1**

The following are "Public Agencies" which propose to enter the Participation Agreement as Participants:



EXHIBIT E  
INVESTMENT CRITERIA

1. General Objectives

- (a) Legality: invest only in investments legally permissible to all Participants individually.
- (b) Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value.
- (c) Liquidity: manage portfolio investments to ensure that cash will be available as **required to finance Participants' operations.**
- (d) Yield: maximize current income to the degree consistent with legality, safety and liquidity.

2. Permitted Investments

The Investment Advisor is hereby authorized by the Board to invest the Investment Property in any investment permissible to all Participants individually under the Investment Authority Acts, provided that such investment is consistent with the general objectives set forth above and with any specific requirements for a particular investment that may be set forth in the definition of Permitted Investments.





EXHIBIT F - INVESTMENT POLICY

**Michigan CLASS Investment Policy**

1.0 PURPOSE:

Michigan CLASS is an interlocal investment program created by an interlocal agreement of various Michigan public agencies of government dated as of October 1, 1991, restated and with amendments through December 31, 2011 (the "Participation Agreement") for the purpose of jointly investing surplus funds of the participant public agencies of government. Pursuant to the Participation Agreement and as authorized by the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7, a board of trustees was created to hold title to investments on behalf of each participant. Capitalized terms used in this policy shall have the meaning ascribed to them in the Participation Agreement.

2.0 SCOPE AND OBJECTIVE:

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. Those investment criteria apply to all assets considered Investment Property under the Participation Agreement and specify the objectives of the program related to safety, liquidity and yield (return on investment).

The investments will be diversified by security type and institution in order to minimize risk and exposure. Concentration of investments will depend, among other factors, on market conditions, on availability in terms of desired maturities, collateral and creditworthiness and on market yields.

3.0 DELEGATION OF AUTHORITY

The authority of the Board to manage the Investment Property is derived from the Participation Agreement approved by each Participant pursuant to the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Board and the Participants have appointed Public Trust Advisors, LLC as Investment Advisor for the term set forth in an Investment Advisor Agreement between Public Trust Advisors, LLC and the Board and have delegated the authority to manage the investment property in accordance with the terms of the Participant Agreement and the Investment Advisor Agreement.

4.0 AUTHORIZED INSTRUMENTS:

Consistent with the Investment Criteria contained in the Participation Agreement and attached thereto as Exhibit E, the board and the Investment Advisor are authorized to invest Investment Property in only the following:

- (a) US Treasury Bonds, Bills, Notes and Treasury Strips,
- (b) Obligations of an agency or instrumentality of the United States.
- (c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two standard rating services (i.e., as of September 18, 2009, A-1+ and A-1 by **Standard & Poor's Ratings Service, P-1 by Moody's Investors Service, or F1+ and F1** by Fitch, Inc.) and that matures not more than 270 days after the date of purchase.
- (d) **Bankers' acceptances issued by FDIC member United States banks.**



- (e) Repurchase agreements consisting of instruments listed in a subdivision (a or b) Repurchase agreements shall be 102% collateralized with Public Securities Association (PSA) Master Repurchase agreement on file and or tri-party custody agreement on file.
- (f) Certificates of deposit of a financial institution eligible under law to be a depository of Participant public agencies of government so long as such articles of deposit are secured 102% at the value of each by eligible collateral listed on Schedule I for any amount of principal and accrued interest not insured by an agency of the United States.
- (g) In addition to the investments authorized in subsection (f), certificates of deposit issued in accordance with all of the following conditions:
  - a. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
  - c. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
  - d. The financial institution acts as custodian for Michigan CLASS with respect to each certificate of deposit.
  - e. At the same time that the funds of Michigan CLASS are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the Michigan CLASS through the financial institution.
- (h) In addition to the investments authorized in subsection (f), deposit accounts that meet all of the following conditions:
  - a. The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
  - c. The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
  - d. The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.
  - e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by Michigan CLASS in the financial institution.
- (i) Mutual funds registered under the investment company act of 1940, maintaining a \$1.00 per share net asset value, and with authority to purchase investment vehicles that are legal for



direct investment by all participant public agencies whose monies are invested in mutual funds that such participants acknowledge that the funds be placed in a special sub account created pursuant to the Participation Agreement, as amended.

- (j) Any other investment permissible to all Participants individually under Michigan Law and authorized by the board.

#### 5.0 SAFEKEEPING AND CUSTODY:

As provided by the Participation Agreement and the Investment Advisor Agreement, all security transactions, including collateral for repurchase agreements and financial institution deposits, entered into on behalf of Participants may be on a cash or delivery versus payment basis as determined by the Investment Advisor. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Investment Advisor has appointed a Custodian to receive, hold for reinvestment, and clear all Investment Funds and Investment property, as a fiduciary, in accordance with the Participation Agreement.

#### 6.0 PRUDENCE:

The standard of prudence to be used for managing the Investment Property is the "prudent investor" rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital."

#### 7.0 ACKNOWLEDGEMENT:

The Investment Advisor shall provide the broker or financial intermediary a copy of the Michigan CLASS Investment Policy and a form on which the broker or financial intermediary must acknowledge receipt of the Investment Policy and agree to comply with the said policy regarding the purchase and sale of securities.

#### 8.0 REPORTS

In accordance with the Investment Advisor Agreement the Investment Advisor shall prepare or cause to be prepared a quarterly report and a written annual report, including the opinion of an independent public accountant to the Board of Trustees of Michigan CLASS within ninety days after the close of the fiscal year.

#### 9.0 EFFECTIVE DATE:

This policy shall become effective on the day following adoption by the Board of Trustees of the Participation Agreement (Michigan CLASS). Any amendment to this Investment Policy shall become effective thirty days (30 days) after each Participant has received notice of the amendment.

Adopted: December 12, 2008  
Last Amended: April 27, 2015



**SCHEDULE 1**  
ELIGIBLE COLLATERAL

1. Assets considered acceptable to the Michigan state treasurer under Section 3 of the Surplus Funds in Treasury Act, 1855 PA 105, to secure deposits of state surplus funds.
2. Any of the following:
  - a. Securities issued by the federal home loan mortgage corporation.
  - b. Securities issued by the federal national mortgage association.
  - c. Securities issued by the government national mortgage association.
3. Other securities considered acceptable to the depositor of public funds and the financial institution.
4. Any other collateral permissible by Michigan law and authorized by the Board, except that in no case shall an asset with a rating classification lower than A-1 by **Standard & Poor's Ratings Service, P-1 by Moody's Investors Service** or F1 by Fitch, Inc. be accepted as eligible collateral.

**From:** [Me](#)  
**To:** [Amy K. Kirkland](#)  
**Cc:** [rlmusson@charter.net](mailto:rlmusson@charter.net)  
**Subject:** Owosso airport board  
**Date:** Wednesday, October 17, 2018 7:33:46 PM

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Hello Amy, I am writing this to let you know effective 12/1/2018 I will no longer be able to represent the city of Owosso on the airport board of directors due to scheduling conflicts with work. It has been an honor to represent the city for the years I have been on the board, many great things have been accomplished in the last several years and I appreciate the opportunity. I will assist in finding someone to fill my spot!

Sincerely  
Brent Wesley  
989-627-7212

Sent from my iPhone

**From:** [Christopher Eveleth](#)  
**To:** [Amy K. Kirkland](#)  
**Subject:** Airport board  
**Date:** Saturday, October 20, 2018 12:53:18 PM

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I'm appointing Dean Ebert to the board! Thanks!

Mayor Chris

**From:** [Amy E. Cyphert](#)  
**To:** [Nathaniel R. Henne](#)  
**Cc:** [Amy K. Kirkland](#)  
**Subject:** Delay of Medical Marihuana Lottery  
**Date:** Tuesday, October 23, 2018 10:14:18 AM

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Nate and Amy,

Last night the PC made a recommending motion to Council to delay the lottery while they work to amend and add some language to the buffer zone requirements for medical marihuana.

They would like to add a 100 foot distance between provisioning centers – this came up because there is interest to put all 4 centers into one building. The PC intents was for them to be throughout the City.

They would like to reword the 100 foot separation from residentially zoned property to 100 foot from a residential structure – this came up because the current wording measures from the lot line as that is where the residential zoning starts versus the building which is what they intended.

They were not concerned with the center being located near government buildings or churches so they did not request buffer language for those.

I will be taking draft amendments to the Board in November.

Thanks,

**Amy Cyphert, AICP**  
Assistant City Manager & Community Development Director  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867  
O: 989-725-0544  
F: 989-725-0526  
[www.ci.owosso.mi.us](http://www.ci.owosso.mi.us)

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

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# ***MEMORANDUM***

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DATE: November 5, 2018

TO: Owosso City Council

FROM: Cheryl Grice, Finance Director

SUBJECT: Revenue and Expense Financial Reports for September 2018

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Please find attached the September revenue and expense financial reports.

## **General Fund**

### **Revenue**

Year to date revenues were \$3,603,473 as of the end of September. The City has earned 46.5% of its budget, and completed 25% of the fiscal year. The majority of tax revenue is collected by the end of August. Therefore, the City will have actual revenue much greater than budgeted early in the year.

### **Expenditures**

Year to date expenses were \$2,132,925 as of the end of September. The City has spent 27.5% of its budget, and completed 25% of the fiscal year. Most departments are spending below or at budget. When making a comparison between budget and actual, the budget is spread evenly over 12 months, whereas actual spending is not as consistent. The cause of departments that are spending higher than budget is most likely attributable to the following:

- Actual wages are paid in 26 yearly payments. A month where there has been three payroll periods will show a higher percentage than budgeted. However, by fiscal year end wages will smooth out and be comparable to budget
- Health Insurance is paid one month in advance, liability insurance is paid 9 months in advance.
- Dues and memberships are paid early in the fiscal year



## **Major and Local Streets**

Major Streets – Year to date revenues were \$115,059 and expenses were \$1,157,521.

Local Streets – Year to date revenue were \$76,809 and expenses were \$435,894.

Year to date revenues will be lower than budgeted throughout the year for these funds. The state pays gas and weight tax (the major revenue source for these funds) two months in arrears. The expense for maintenance and improvement to roads are in these funds. These types of expenses are seasonal so expense will vary from budget throughout the year. There are also street bond funds being used to cover expenses.

## **Historical Commission**

Year to date revenues were \$17,137 and expenses were \$21,113 as of the end of September. The City contributes \$33,000 to this fund to cover part of wages and any maintenance expenses for the castle. All other expense will be covered by either rental income for the Gould House or from donations. At year end, a review of the General Fund transfer compared to the approved wages and maintenance expense is performed and the General Fund transfer is either increased or decreased.

## **Sewer Fund**

### **Revenue**

Year to date revenues were \$388,281 as of the end of September. The Sewer Fund has earned 21% of its budget and completed 25% of the fiscal year. Revenues are expected to more accurately reflect budget in the near future.

### **Expenditures**

Year to date expenses were \$459,547 as of the end of September. This fund has spent 24% of its budget, and completed 25% of the fiscal year. Expenses are lower than budget primarily because only a small amount of capital purchases have been made. This fund is budgeted to use prior year fund balance.

## **Water Fund**

### **Revenue**

Year to date revenues were \$837,608 as of the end of September. The Water Fund has earned 22% of its budget and completed 25% of the fiscal year. Revenues are expected to more accurately reflect budget in the near future.

### **Expenditures**

Year to date expenses were \$1,137,517 as of the end of September. This fund has spent 30% of its budget, and completed 25% of the fiscal year. Expenses are greater than budgeted primarily because much of the capital outlay was paid early in the year. We are carefully monitoring the Water Fund.

## **Waste Water Treatment**

### **Revenue**

Year to date revenues were \$473,959 as of the end of September. The WWTP Fund has earned 22% of its budget and completed 25% of the fiscal year.

### **Expenditures**

Year to date expenses were 411,985 as of the end of September. This fund has spent 19% of its budget, and completed 25% of the fiscal year. This fund is budgeted to use prior year fund balance.

## **Fleet Fund**

### **Revenue**

Year to date revenues were \$168,126 as of the end of September. The Fleet Fund has earned 16% of its budget and completed 25% of the fiscal year. Revenues are lower than budgeted because this fund is budgeted to utilize prior year's fund balance. No actual expense is associated with this line item. Instead this line item is used as a budgeting tool to show a balanced budget.

### **Expenditures**

Year to date expenses were \$75,409 as of the end of September. This fund has spent 7% of its budget, and completed 25% of the fiscal year. Expenses are lower than budget primarily because no of capital purchases have been made yet.

Thank you.

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT USED
		AMENDED BUDGET	NORMAL	09/30/2018 (ABNORMAL)	MONTH 09/30/2018 (DECREASE)	BALANCE (ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000 - 214							
101-000-401.403	GENERAL PROPERTY TAX	3,450,000.00		3,034,214.32	2,073,541.61	415,785.68	87.95
101-000-401.424	TRAILER PARK TAXES	0.00		234.00	0.00	(234.00)	100.00
101-000-401.430	INDUSTRIAL/COMMERCIAL FACILITIES TAX	24,000.00		0.00	0.00	24,000.00	0.00
101-000-401.432	NEIGHBORHOOD ENTERPRISE ZONE REHAB TAXE	129.00		0.00	0.00	129.00	0.00
101-000-401.443	ADMINISTRATION FEES	70,000.00		26,441.76	17,137.93	43,558.24	37.77
101-000-401.445	INTEREST & PENALTIES ON TAXES	20,000.00		1,469.71	1,355.35	18,530.29	7.35
101-000-450.452	PERMITS-BUILDING	108,144.00		30,818.30	11,487.10	77,325.70	28.50
101-000-450.453	LIQUOR LICENSES	10,000.00		0.00	0.00	10,000.00	0.00
101-000-450.454	PERMITS-ELECTRICAL	30,000.00		9,057.00	1,442.00	20,943.00	30.19
101-000-450.455	PERMITS-PLUMBING & MECHANICAL	38,000.00		8,868.00	1,983.00	29,132.00	23.34
101-000-450.460	MISCELLANEOUS LICENSES	10,000.00		8,540.00	2,000.00	1,460.00	85.40
101-000-450.477	PERMITS-HANDGUNS	500.00		300.00	20.00	200.00	60.00
101-000-450.478	DOG LICENSES	60.00		0.00	0.00	60.00	0.00
101-000-539.573	LOCAL COMMUNITY STABILIZATION SHARE	50,000.00		0.00	0.00	50,000.00	0.00
101-000-539.575	REVENUE SHARING-CONSTITUTIONAL	1,683,311.00		0.00	0.00	1,683,311.00	0.00
101-000-600.625	VACANT PROPERTY REGISTRATION/INSPECTION	0.00		600.00	0.00	(600.00)	100.00
101-000-600.626	CHARGE FOR SERVICES RENDERED	60,000.00		5,836.61	503.45	54,163.39	9.73
101-000-600.627	DUPLICATING SERVICES	500.00		1,231.47	1,141.47	(731.47)	246.29
101-000-600.628	RENTAL REGISTRATION	500.00		3,850.00	3,525.00	(3,350.00)	770.00
101-000-600.629	AMBULANCE CHARGES	200,000.00		51,229.44	26,414.20	148,770.56	25.61
101-000-600.630	AMBULANCE MILEAGE CHARGES	400,000.00		50,466.48	21,877.35	349,533.52	12.62
101-000-600.631	AMBULANCE/ ADVANCED LIFE SUPPORT CHARGE	500,000.00		98,343.96	46,118.26	401,656.04	19.67
101-000-600.633	FIRE SERVICES	2,000.00		(500.00)	0.00	2,500.00	(25.00)
101-000-600.642	CHARGE FOR SERVICES - SALES	4,000.00		2,620.00	445.00	1,380.00	65.50
101-000-600.647	CABLE TELEVISION FRANCHISE FEES	145,000.00		0.00	0.00	145,000.00	0.00
101-000-655.655	PARKING VIOLATIONS	2,972.00		1,140.00	435.00	1,832.00	38.36
101-000-655.659	PARKING LEASE INCOME	0.00		700.00	700.00	(700.00)	100.00
101-000-655.660	ORDINANCE FINES & COSTS	14,000.00		4,459.98	1,811.47	9,540.02	31.86
101-000-664.664	INTEREST INCOME	38,000.00		15,066.05	6,657.59	22,933.95	39.65
101-000-664.668	RENTAL INCOME	1,000.00		2,590.00	0.00	(1,590.00)	259.00
101-000-671.673	SALE OF FIXED ASSETS	0.00		4,750.00	4,750.00	(4,750.00)	100.00
101-000-671.675	DONATIONS-PRIVATE	0.00		(1,041.26)	(866.13)	1,041.26	100.00
101-000-671.676	DONATIONS-PUBLIC SAFETY	0.00		1,565.65	1,565.65	(1,565.65)	100.00
101-000-671.687	INSURANCE REFUNDS	70,000.00		87,416.00	0.00	(17,416.00)	124.88
101-000-671.692	RECOVERY OF BAD DEBTS	0.00		2,337.93	2,198.50	(2,337.93)	100.00
101-000-671.694	MISCELLANEOUS	20,000.00		2,416.94	(120.18)	17,583.06	12.08
101-000-695.676	WASTEWATER UTIL. ADMIN REIMB	205,000.00		52,945.58	22,638.52	152,054.42	25.83
101-000-695.677	CITY UTILITIES ADMIN REIMB	320,000.00		80,000.01	26,666.67	239,999.99	25.00
101-000-695.695	ACT 51 ADMIN REIMBURSEMENT	122,650.00		15,505.19	15,505.19	107,144.81	12.64
101-000-695.699	APPROPRIATION OF FUND BALANCE	156,000.00		0.00	0.00	156,000.00	0.00
Total Dept 000 - 214		7,755,766.00		3,603,473.12	2,290,934.00	4,152,292.88	46.46
TOTAL REVENUES		7,755,766.00		3,603,473.12	2,290,934.00	4,152,292.88	46.46
Expenditures							
Dept 101 - CITY COUNCIL							
101-101-704.000	BOARDS & COMMISSIONS	2,300.00		0.00	0.00	2,300.00	0.00
101-101-728.000	OPERATING SUPPLIES	1,000.00		0.00	0.00	1,000.00	0.00
101-101-860.000	EDUCATION & TRAINING	600.00		0.00	0.00	600.00	0.00

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 101 - CITY COUNCIL		3,900.00	0.00	0.00	3,900.00	0.00
Dept 171 - CITY MANAGER						
101-171-702.100	SALARIES	97,000.00	26,115.45	7,461.56	70,884.55	26.92
101-171-715.000	SOCIAL SECURITY (FICA)	7,421.00	1,998.95	571.05	5,422.05	26.94
101-171-716.100	HEALTH INSURANCE	17,970.00	1,640.13	546.71	16,329.87	9.13
101-171-716.200	DENTAL INSURANCE	826.00	62.96	20.70	763.04	7.62
101-171-716.300	OPTICAL INSURANCE	118.00	7.56	2.52	110.44	6.41
101-171-716.400	LIFE INSURANCE	306.00	74.25	24.75	231.75	24.26
101-171-716.500	DISABILITY INSURANCE	1,112.00	270.00	90.00	842.00	24.28
101-171-717.000	UNEMPLOYMENT INSURANCE	19.00	0.00	0.00	19.00	0.00
101-171-718.200	DEFINED CONTRIBUTION	14,550.00	3,917.34	1,119.24	10,632.66	26.92
101-171-719.000	WORKERS' COMPENSATION	266.00	118.00	0.00	148.00	44.36
101-171-728.000	OPERATING SUPPLIES	2,400.00	0.00	0.00	2,400.00	0.00
101-171-818.000	CONTRACTUAL SERVICES	100.00	0.00	0.00	100.00	0.00
101-171-858.000	MEMBERSHIPS & DUES	1,000.00	0.00	0.00	1,000.00	0.00
101-171-860.000	EDUCATION & TRAINING	2,400.00	3,597.82	2,692.59	(1,197.82)	149.91
Total Dept 171 - CITY MANAGER		145,488.00	37,802.46	12,529.12	107,685.54	25.98
Dept 201 - FINANCE						
101-201-702.100	SALARIES	176,627.00	52,706.89	13,005.83	123,920.11	29.84
101-201-715.000	SOCIAL SECURITY (FICA)	13,512.00	3,889.52	953.22	9,622.48	28.79
101-201-716.100	HEALTH INSURANCE	28,831.00	7,903.11	2,634.37	20,927.89	27.41
101-201-716.200	DENTAL INSURANCE	1,543.00	384.89	139.96	1,158.11	24.94
101-201-716.300	OPTICAL INSURANCE	0.00	52.51	19.37	(52.51)	100.00
101-201-716.400	LIFE INSURANCE	1,171.00	331.69	111.87	839.31	28.33
101-201-716.500	DISABILITY INSURANCE	2,150.00	509.22	161.94	1,640.78	23.68
101-201-717.000	UNEMPLOYMENT INSURANCE	55.00	0.00	0.00	55.00	0.00
101-201-718.000	RETIREMENT	19,299.00	5,229.74	1,498.40	14,069.26	27.10
101-201-718.200	DEFINED CONTRIBUTION	5,432.00	1,147.69	400.00	4,284.31	21.13
101-201-719.000	WORKERS' COMPENSATION	509.00	198.00	0.00	311.00	38.90
101-201-728.000	OPERATING SUPPLIES	2,700.00	255.88	129.92	2,444.12	9.48
101-201-818.000	CONTRACTUAL SERVICES	2,307.00	2,315.40	0.00	(8.40)	100.36
101-201-858.000	MEMBERSHIPS & DUES	695.00	0.00	0.00	695.00	0.00
101-201-860.000	EDUCATION & TRAINING	2,700.00	935.00	0.00	1,765.00	34.63
Total Dept 201 - FINANCE		257,531.00	75,859.54	19,054.88	181,671.46	29.46
Dept 209 - ASSESSING						
101-209-702.100	SALARIES	65,765.00	16,263.94	4,725.44	49,501.06	24.73
101-209-704.000	BOARDS & COMMISSIONS	1,250.00	150.00	0.00	1,100.00	12.00
101-209-715.000	SOCIAL SECURITY (FICA)	5,031.00	1,245.08	362.00	3,785.92	24.75
101-209-716.100	HEALTH INSURANCE	18,799.00	0.00	0.00	18,799.00	0.00
101-209-716.200	DENTAL INSURANCE	826.00	0.00	0.00	826.00	0.00
101-209-716.300	OPTICAL INSURANCE	118.00	0.00	0.00	118.00	0.00
101-209-716.400	LIFE INSURANCE	534.00	118.00	39.60	416.00	22.10
101-209-716.500	DISABILITY INSURANCE	851.00	120.00	40.00	731.00	14.10
101-209-717.000	UNEMPLOYMENT INSURANCE	25.00	0.00	0.00	25.00	0.00
101-209-718.200	DEFINED CONTRIBUTION	2,631.00	646.17	184.62	1,984.83	24.56
101-209-719.000	WORKERS' COMPENSATION	467.00	148.00	0.00	319.00	31.69

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-209-728.000	OPERATING SUPPLIES	1,500.00	112.29	112.29	1,387.71	7.49
101-209-802.000	ADVERTISING	350.00	28.14	0.00	321.86	8.04
101-209-818.000	CONTRACTUAL SERVICES	7,647.00	2,165.00	0.00	5,482.00	28.31
101-209-833.000	EQUIPMENT MAINTENANCE	920.00	0.00	0.00	920.00	0.00
101-209-858.000	MEMBERSHIPS & DUES	265.00	0.00	0.00	265.00	0.00
101-209-860.000	EDUCATION & TRAINING	920.00	455.00	205.00	465.00	49.46
Total Dept 209 - ASSESSING		107,899.00	21,451.62	5,668.95	86,447.38	19.88
Dept 210 - CITY ATTORNEY						
101-210-702.800	ACCRUED SICK LEAVE	0.00	627.69	0.00	(627.69)	100.00
101-210-715.000	SOCIAL SECURITY (FICA)	0.00	48.02	0.00	(48.02)	100.00
101-210-716.200	DENTAL INSURANCE	0.00	3.07	0.00	(3.07)	100.00
101-210-716.300	OPTICAL INSURANCE	0.00	0.40	0.00	(0.40)	100.00
101-210-716.400	LIFE INSURANCE	0.00	3.91	0.00	(3.91)	100.00
101-210-716.500	DISABILITY INSURANCE	0.00	6.59	0.00	(6.59)	100.00
101-210-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	60,000.00	15,981.68	4,983.56	44,018.32	26.64
101-210-801.100	PROFESSIONAL SERVICES:POLICE/COURT	60,000.00	14,265.68	4,561.56	45,734.32	23.78
Total Dept 210 - CITY ATTORNEY		120,000.00	30,937.04	9,545.12	89,062.96	25.78
Dept 215 - CLERK						
101-215-702.100	SALARIES	106,916.00	31,101.38	8,229.10	75,814.62	29.09
101-215-702.200	WAGES	100.00	114.06	0.00	(14.06)	114.06
101-215-706.000	ELECTIONS	36,000.00	9,343.69	1,698.89	26,656.31	25.95
101-215-715.000	SOCIAL SECURITY (FICA)	8,179.00	2,302.40	604.65	5,876.60	28.15
101-215-716.000	FRINGES	0.00	89.01	0.00	(89.01)	100.00
101-215-716.100	HEALTH INSURANCE	20,673.00	5,057.60	1,690.05	15,615.40	24.46
101-215-716.200	DENTAL INSURANCE	789.00	180.56	59.52	608.44	22.88
101-215-716.300	OPTICAL INSURANCE	96.00	22.59	7.55	73.41	23.53
101-215-716.400	LIFE INSURANCE	661.00	171.01	57.09	489.99	25.87
101-215-716.500	DISABILITY INSURANCE	1,468.00	325.52	108.79	1,142.48	22.17
101-215-717.000	UNEMPLOYMENT INSURANCE	36.00	0.00	0.00	36.00	0.00
101-215-718.000	RETIREMENT	50,539.00	15,449.20	4,047.36	35,089.80	30.57
101-215-719.000	WORKERS' COMPENSATION	298.00	118.00	0.00	180.00	39.60
101-215-728.000	OPERATING SUPPLIES	3,175.00	229.19	101.71	2,945.81	7.22
101-215-802.000	ADVERTISING	3,600.00	528.79	381.29	3,071.21	14.69
101-215-818.000	CONTRACTUAL SERVICES	4,300.00	0.00	0.00	4,300.00	0.00
101-215-833.000	EQUIPMENT MAINTENANCE	4,300.00	0.00	0.00	4,300.00	0.00
101-215-858.000	MEMBERSHIPS & DUES	420.00	0.00	0.00	420.00	0.00
101-215-860.000	EDUCATION & TRAINING	600.00	0.00	0.00	600.00	0.00
Total Dept 215 - CLERK		242,150.00	65,033.00	16,986.00	177,117.00	26.86
Dept 226 - HUMAN RESOURCES						
101-226-702.100	SALARIES	137,247.00	36,373.56	9,795.23	100,873.44	26.50
101-226-715.000	SOCIAL SECURITY (FICA)	10,499.00	2,730.42	734.44	7,768.58	26.01
101-226-716.200	DENTAL INSURANCE	1,652.00	379.12	124.64	1,272.88	22.95
101-226-716.300	OPTICAL INSURANCE	237.00	55.86	18.62	181.14	23.57
101-226-716.400	LIFE INSURANCE	808.00	190.02	63.34	617.98	23.52

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	09/30/2018	MONTH 09/30/2018	BALANCE	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
Fund 101 - GENERAL FUND							
Expenditures							
101-226-716.500	DISABILITY INSURANCE	1,605.00		389.46	129.82	1,215.54	24.27
101-226-717.000	UNEMPLOYMENT INSURANCE	81.00		0.00	0.00	81.00	0.00
101-226-718.000	RETIREMENT	27,044.00		8,077.82	2,002.17	18,966.18	29.87
101-226-718.200	DEFINED CONTRIBUTION	3,201.00		806.79	231.16	2,394.21	25.20
101-226-719.000	WORKERS' COMPENSATION	380.00		148.00	0.00	232.00	38.95
101-226-728.000	OPERATING SUPPLIES	3,000.00		104.81	35.82	2,895.19	3.49
101-226-802.000	ADVERTISING	1,500.00		0.00	0.00	1,500.00	0.00
101-226-818.000	CONTRACTUAL SERVICES	14,100.00		5,317.55	4,013.75	8,782.45	37.71
101-226-856.000	MISCELLANEOUS	500.00		0.00	0.00	500.00	0.00
101-226-858.000	MEMBERSHIPS & DUES	630.00		189.00	0.00	441.00	30.00
101-226-860.000	EDUCATION & TRAINING	2,000.00		616.57	194.57	1,383.43	30.83
Total Dept 226 - HUMAN RESOURCES		204,484.00		55,378.98	17,343.56	149,105.02	27.08
Dept 253 - TREASURY							
101-253-702.100	SALARIES	92,856.00		22,912.20	7,077.51	69,943.80	24.67
101-253-715.000	SOCIAL SECURITY (FICA)	7,103.00		1,702.77	526.21	5,400.23	23.97
101-253-716.100	HEALTH INSURANCE	24,960.00		5,852.93	1,943.68	19,107.07	23.45
101-253-716.200	DENTAL INSURANCE	916.00		200.43	66.00	715.57	21.88
101-253-716.300	OPTICAL INSURANCE	115.00		25.76	8.55	89.24	22.40
101-253-716.400	LIFE INSURANCE	818.00		160.15	52.88	657.85	19.58
101-253-716.500	DISABILITY INSURANCE	1,337.00		297.88	98.79	1,039.12	22.28
101-253-717.000	UNEMPLOYMENT INSURANCE	100.00		0.00	0.00	100.00	0.00
101-253-718.200	DEFINED CONTRIBUTION	3,714.00		914.30	280.91	2,799.70	24.62
101-253-719.000	WORKERS' COMPENSATION	366.00		148.00	0.00	218.00	40.44
101-253-728.000	OPERATING SUPPLIES	1,400.00		243.13	79.10	1,156.87	17.37
101-253-818.000	CONTRACTUAL SERVICES	12,342.00		998.80	0.00	11,343.20	8.09
101-253-858.000	MEMBERSHIPS & DUES	200.00		0.00	0.00	200.00	0.00
101-253-860.000	EDUCATION & TRAINING	2,000.00		0.00	0.00	2,000.00	0.00
Total Dept 253 - TREASURY		148,227.00		33,456.35	10,133.63	114,770.65	22.57
Dept 258 - INFORMATION & TECHNOLOGY							
101-258-728.000	OPERATING SUPPLIES	5,000.00		273.51	198.82	4,726.49	5.47
101-258-818.000	CONTRACTUAL SERVICES	86,695.00		9,016.00	5,975.00	77,679.00	10.40
101-258-833.000	EQUIPMENT MAINTENANCE	11,650.00		225.00	225.00	11,425.00	1.93
Total Dept 258 - INFORMATION & TECHNOLOGY		103,345.00		9,514.51	6,398.82	93,830.49	9.21
Dept 265 - BUILDING & GROUNDS							
101-265-702.200	WAGES	38,869.00		13,152.68	4,929.33	25,716.32	33.84
101-265-703.000	OTHER COMPENSATION	1,000.00		0.00	0.00	1,000.00	0.00
101-265-715.000	SOCIAL SECURITY (FICA)	2,973.00		876.29	268.91	2,096.71	29.47
101-265-716.000	FRINGES	950.00		1,160.21	1,055.60	(210.21)	122.13
101-265-716.100	HEALTH INSURANCE	6,592.00		1,640.13	546.71	4,951.87	24.88
101-265-716.200	DENTAL INSURANCE	514.00		118.08	38.82	395.92	22.97
101-265-716.300	OPTICAL INSURANCE	64.00		15.09	5.03	48.91	23.58
101-265-716.400	LIFE INSURANCE	82.00		19.80	6.60	62.20	24.15
101-265-717.000	UNEMPLOYMENT INSURANCE	20.00		0.00	0.00	20.00	0.00
101-265-718.000	RETIREMENT	18,373.00		5,815.50	1,782.98	12,557.50	31.65

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-265-719.000	WORKERS' COMPENSATION	1,067.00	484.00	0.00	583.00	45.36
101-265-728.000	OPERATING SUPPLIES	2,000.00	447.72	212.79	1,552.28	22.39
101-265-818.000	CONTRACTUAL SERVICES	0.00	150.00	50.00	(150.00)	100.00
101-265-820.100	ELECTRICITY	20,000.00	3,911.09	1,923.34	16,088.91	19.56
101-265-820.200	GAS	4,000.00	141.53	73.42	3,858.47	3.54
101-265-820.300	TELEPHONE	300.00	90.00	22.50	210.00	30.00
101-265-820.400	WATER & SEWER	3,500.00	0.00	0.00	3,500.00	0.00
101-265-831.000	BUILDING MAINTENANCE	17,500.00	1,399.09	1,142.11	16,100.91	7.99
101-265-843.000	EQUIPMENT RENTAL	2,000.00	399.23	361.79	1,600.77	19.96
Total Dept 265 - BUILDING & GROUNDS		119,804.00	29,820.44	12,419.93	89,983.56	24.89
Dept 299 - GENERAL ADMIN						
101-299-719.000	WORKERS' COMPENSATION	200.00	54.00	0.00	146.00	27.00
101-299-728.000	OPERATING SUPPLIES	22,000.00	3,520.82	1,027.45	18,479.18	16.00
101-299-810.000	INSURANCE & BONDS	135,000.00	98,525.45	32,841.81	36,474.55	72.98
101-299-818.000	CONTRACTUAL SERVICES	9,520.00	396.00	207.00	9,124.00	4.16
101-299-820.300	TELEPHONE	6,684.00	1,783.46	537.83	4,900.54	26.68
101-299-833.000	EQUIPMENT MAINTENANCE	500.00	84.00	0.00	416.00	16.80
101-299-850.000	BAD DEBT EXPENSE	90,000.00	0.00	0.00	90,000.00	0.00
101-299-856.000	MISCELLANEOUS	2,500.00	55.90	0.38	2,444.10	2.24
101-299-858.000	MEMBERSHIPS & DUES	46,842.00	46,789.00	6,030.00	53.00	99.89
101-299-860.000	EDUCATION & TRAINING	0.00	28.53	0.00	(28.53)	100.00
Total Dept 299 - GENERAL ADMIN		313,246.00	151,237.16	40,644.47	162,008.84	48.28
Dept 300 - POLICE						
101-300-702.100	SALARIES	1,139,639.00	312,726.17	80,143.55	826,912.83	27.44
101-300-702.120	SALARIES-MAGNET	64,694.00	20,580.53	5,266.80	44,113.47	31.81
101-300-702.200	WAGES	12,049.00	2,052.12	538.63	9,996.88	17.03
101-300-702.300	OVERTIME	47,200.00	11,049.41	2,478.94	36,150.59	23.41
101-300-702.400	WAGES - TEMPORARY	0.00	809.39	240.50	(809.39)	100.00
101-300-702.600	UNIFORMS	1,450.00	725.00	0.00	725.00	50.00
101-300-702.800	ACCRUED SICK LEAVE	6,400.00	7,807.16	99.68	(1,407.16)	121.99
101-300-703.000	CROSSING GUARDS	44,000.00	5,929.50	5,134.30	38,070.50	13.48
101-300-715.000	SOCIAL SECURITY (FICA)	27,302.00	7,112.05	1,992.30	20,189.95	26.05
101-300-716.100	HEALTH INSURANCE	255,919.00	49,149.59	16,178.54	206,769.41	19.21
101-300-716.200	DENTAL INSURANCE	12,204.00	2,567.94	825.28	9,636.06	21.04
101-300-716.300	OPTICAL INSURANCE	1,633.00	298.42	96.40	1,334.58	18.27
101-300-716.400	LIFE INSURANCE	3,925.00	951.27	310.71	2,973.73	24.24
101-300-716.500	DISABILITY INSURANCE	5,061.00	1,220.46	386.77	3,840.54	24.11
101-300-716.600	PHYSICALS	300.00	0.00	0.00	300.00	0.00
101-300-717.000	UNEMPLOYMENT INSURANCE	520.00	0.00	0.00	520.00	0.00
101-300-718.000	RETIREMENT	122,020.00	27,304.60	6,115.59	94,715.40	22.38
101-300-718.100	MUNICIPAL EMPLOYEES RETIREMENT PROGRAM	132,821.00	32,339.41	8,391.28	100,481.59	24.35
101-300-718.200	DEFINED CONTRIBUTION	1,165.00	625.45	181.34	539.55	53.69
101-300-719.000	WORKERS' COMPENSATION	22,217.00	9,528.00	0.00	12,689.00	42.89
101-300-728.000	OPERATING SUPPLIES	12,000.00	1,155.18	464.93	10,844.82	9.63
101-300-741.000	UNIFORMS & CLEANING	8,000.00	108.50	0.00	7,891.50	1.36
101-300-751.000	GAS & OIL	26,000.00	6,583.49	2,753.12	19,416.51	25.32
101-300-813.000	WRECKER SERVICE	250.00	0.00	0.00	250.00	0.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-300-818.000	CONTRACTUAL SERVICES	62,760.00	7,256.05	7,256.05	55,503.95	11.56
101-300-820.100	ELECTRICITY	11,000.00	1,577.09	798.32	9,422.91	14.34
101-300-820.200	GAS	4,200.00	102.72	53.02	4,097.28	2.45
101-300-820.300	TELEPHONE	7,000.00	1,408.78	568.86	5,591.22	20.13
101-300-820.400	WATER & SEWER	2,700.00	0.00	0.00	2,700.00	0.00
101-300-820.500	REFUSE	400.00	99.24	33.08	300.76	24.81
101-300-831.000	BUILDING MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
101-300-833.000	EQUIPMENT MAINTENANCE	500.00	87.50	0.00	412.50	17.50
101-300-833.400	EQUIP MAINT - MOBILE	24,000.00	8,564.10	1,676.98	15,435.90	35.68
101-300-856.000	MISCELLANEOUS	200.00	62.25	41.50	137.75	31.13
101-300-858.000	MEMBERSHIPS & DUES	1,065.00	0.00	0.00	1,065.00	0.00
101-300-860.000	EDUCATION & TRAINING	16,410.00	750.00	750.00	15,660.00	4.57
Total Dept 300 - POLICE		2,082,004.00	520,531.37	142,776.47	1,561,472.63	25.00
Dept 335 - FIRE						
101-335-702.100	SALARIES	1,006,011.00	291,788.51	113,996.47	714,222.49	29.00
101-335-702.300	OVERTIME	125,000.00	36,914.92	7,077.64	88,085.08	29.53
101-335-702.500	MEAL ALLOWANCE	13,500.00	12,750.00	0.00	750.00	94.44
101-335-702.600	UNIFORMS	1,200.00	0.00	0.00	1,200.00	0.00
101-335-702.800	ACCRUED SICK LEAVE	7,000.00	2,795.41	1,525.14	4,204.59	39.93
101-335-715.000	SOCIAL SECURITY (FICA)	18,410.00	5,914.90	2,045.00	12,495.10	32.13
101-335-716.100	HEALTH INSURANCE	240,409.00	52,448.16	17,482.72	187,960.84	21.82
101-335-716.200	DENTAL INSURANCE	6,039.00	1,703.16	563.66	4,335.84	28.20
101-335-716.300	OPTICAL INSURANCE	1,183.00	253.07	85.22	929.93	21.39
101-335-716.400	LIFE INSURANCE	4,044.00	1,102.13	379.71	2,941.87	27.25
101-335-716.500	DISABILITY INSURANCE	9,184.00	2,055.12	698.81	7,128.88	22.38
101-335-716.600	PHYSICALS	1,183.00	0.00	0.00	1,183.00	0.00
101-335-717.000	UNEMPLOYMENT INSURANCE	400.00	0.00	0.00	400.00	0.00
101-335-718.000	RETIREMENT	213,961.00	45,618.23	16,446.61	168,342.77	21.32
101-335-718.200	DEFINED CONTRIBUTION	832.00	625.29	181.30	206.71	75.16
101-335-719.000	WORKERS' COMPENSATION	28,004.00	12,136.00	0.00	15,868.00	43.34
101-335-728.000	OPERATING SUPPLIES	8,000.00	1,774.03	1,401.02	6,225.97	22.18
101-335-728.100	SUPPLIES	30,000.00	2,580.70	1,517.34	27,419.30	8.60
101-335-741.000	UNIFORMS & CLEANING	14,000.00	1,226.40	804.60	12,773.60	8.76
101-335-751.000	GAS & OIL	27,000.00	5,653.34	2,247.53	21,346.66	20.94
101-335-818.000	CONTRACTUAL SERVICES	82,585.00	12,258.03	6,857.25	70,326.97	14.84
101-335-820.100	ELECTRICITY	12,200.00	1,870.01	945.15	10,329.99	15.33
101-335-820.200	GAS	4,200.00	102.72	53.02	4,097.28	2.45
101-335-820.300	TELEPHONE	2,500.00	709.99	264.19	1,790.01	28.40
101-335-820.400	WATER & SEWER	2,700.00	0.00	0.00	2,700.00	0.00
101-335-820.500	REFUSE	500.00	99.27	33.09	400.73	19.85
101-335-831.000	BUILDING MAINTENANCE	6,500.00	1,015.40	978.41	5,484.60	15.62
101-335-833.000	EQUIPMENT MAINTENANCE	5,000.00	327.41	0.00	4,672.59	6.55
101-335-833.400	EQUIP MAINT - MOBILE	30,000.00	6,098.32	2,383.58	23,901.68	20.33
101-335-860.000	EDUCATION & TRAINING	7,432.00	2,841.90	510.00	4,590.10	38.24
Total Dept 335 - FIRE		1,908,977.00	502,662.42	178,477.46	1,406,314.58	26.33
Dept 370 - BUILDING AND SAFETY						
101-370-702.100	SALARIES	59,779.00	10,885.67	3,241.06	48,893.33	18.21



PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2018	MONTH 09/30/2018	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Expenditures						
101-370-702.200	WAGES	0.00	6,508.40	2,101.20	(6,508.40)	100.00
101-370-715.000	SOCIAL SECURITY (FICA)	4,573.00	1,323.59	406.64	3,249.41	28.94
101-370-716.100	HEALTH INSURANCE	18,878.00	5,445.94	2,958.66	13,432.06	28.85
101-370-716.200	DENTAL INSURANCE	831.00	190.65	62.67	640.35	22.94
101-370-716.300	OPTICAL INSURANCE	117.00	27.52	9.18	89.48	23.52
101-370-716.400	LIFE INSURANCE	144.00	34.85	11.62	109.15	24.20
101-370-716.500	DISABILITY INSURANCE	447.00	108.58	36.19	338.42	24.29
101-370-717.000	UNEMPLOYMENT INSURANCE	524.00	0.00	0.00	524.00	0.00
101-370-718.200	DEFINED CONTRIBUTION	696.00	435.43	129.65	260.57	62.56
101-370-719.000	WORKERS' COMPENSATION	524.00	128.00	0.00	396.00	24.43
101-370-728.000	OPERATING SUPPLIES	2,500.00	(47.89)	(160.00)	2,547.89	(1.92)
101-370-818.000	CONTRACTUAL SERVICES	131,596.00	22,348.34	12,361.67	109,247.66	16.98
101-370-820.300	TELEPHONE	276.00	45.52	22.76	230.48	16.49
101-370-833.000	EQUIPMENT MAINTENANCE	100.00	0.00	0.00	100.00	0.00
101-370-856.000	MISCELLANEOUS	100.00	0.00	0.00	100.00	0.00
101-370-858.000	MEMBERSHIPS & DUES	1,035.00	0.00	0.00	1,035.00	0.00
101-370-860.000	EDUCATION & TRAINING	500.00	0.00	0.00	500.00	0.00
Total Dept 370 - BUILDING AND SAFETY		222,620.00	47,434.60	21,181.30	175,185.40	21.31
Dept 441 - PUBLIC WORKS						
101-441-702.100	SALARIES	64,219.00	16,366.29	4,651.36	47,852.71	25.49
101-441-702.200	WAGES	59,477.00	6,628.79	1,821.16	52,848.21	11.15
101-441-702.400	WAGES - TEMPORARY	6,000.00	1,332.04	0.00	4,667.96	22.20
101-441-703.000	OTHER COMPENSATION	0.00	29,621.31	13,756.43	(29,621.31)	100.00
101-441-715.000	SOCIAL SECURITY (FICA)	35,705.00	9,852.99	3,183.88	25,852.01	27.60
101-441-716.000	FRINGES	(224,444.00)	(65,259.10)	(18,424.72)	(159,184.90)	29.08
101-441-716.100	HEALTH INSURANCE	106,045.00	27,684.97	11,283.21	78,360.03	26.11
101-441-716.200	DENTAL INSURANCE	5,217.00	1,203.21	387.53	4,013.79	23.06
101-441-716.300	OPTICAL INSURANCE	575.00	132.86	44.28	442.14	23.11
101-441-716.400	LIFE INSURANCE	1,150.00	279.59	93.19	870.41	24.31
101-441-716.500	DISABILITY INSURANCE	3,784.00	918.45	306.16	2,865.55	24.27
101-441-717.000	UNEMPLOYMENT INSURANCE	300.00	0.00	0.00	300.00	0.00
101-441-718.000	RETIREMENT	85,154.00	23,431.20	7,558.46	61,722.80	27.52
101-441-718.100	MUNICIPAL EMPLOYEES RETIREMENT PROGRAM	6,811.00	2,293.50	764.50	4,517.50	33.67
101-441-718.200	DEFINED CONTRIBUTION	10,971.00	3,140.66	1,076.20	7,830.34	28.63
101-441-719.000	WORKERS' COMPENSATION	18,635.00	7,686.00	0.00	10,949.00	41.24
101-441-728.000	OPERATING SUPPLIES	4,500.00	1,334.32	393.08	3,165.68	29.65
101-441-751.000	GAS & OIL	2,600.00	304.54	69.26	2,295.46	11.71
101-441-818.000	CONTRACTUAL SERVICES	30,989.00	7,238.80	1,936.00	23,750.20	23.36
101-441-820.100	ELECTRICITY	9,000.00	1,174.67	526.76	7,825.33	13.05
101-441-820.200	GAS	4,000.00	135.05	69.63	3,864.95	3.38
101-441-820.300	TELEPHONE	5,000.00	975.53	353.49	4,024.47	19.51
101-441-820.400	WATER & SEWER	1,000.00	0.00	0.00	1,000.00	0.00
101-441-820.500	REFUSE	1,100.00	312.88	96.75	787.12	28.44
101-441-821.000	STREET LIGHTING	20,000.00	31,949.29	16,072.21	168,050.71	15.97
101-441-822.000	DISPOSAL AREA(LANDFILL)	10,000.00	0.00	0.00	10,000.00	0.00
101-441-831.000	BUILDING MAINTENANCE	3,000.00	524.19	0.00	2,475.81	17.47
101-441-831.100	STORM SEWER MAINTENANCE	24,000.00	3,502.18	3,102.18	20,497.82	14.59
101-441-836.200	TREES & GARDEN	5,000.00	122.58	0.00	4,877.42	2.45
101-441-838.000	MISCELLANEOUS OPERATIONS	4,000.00	(410.93)	(769.42)	4,410.93	(10.27)
101-441-843.000	EQUIPMENT RENTAL	40,000.00	8,429.15	2,513.59	31,570.85	21.07
101-441-860.000	EDUCATION & TRAINING	1,500.00	411.25	75.00	1,088.75	27.42

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-441-860.100	SAFETY TRAINING	1,000.00	405.45	405.45	594.55	40.55
Total Dept 441 - PUBLIC WORKS		526,288.00	121,721.71	51,345.62	404,566.29	23.13
Dept 528 - LEAF AND BRUSH COLLECTION						
101-528-702.200	WAGES	52,000.00	6,623.89	2,148.84	45,376.11	12.74
101-528-702.400	WAGES - TEMPORARY	5,000.00	74.00	0.00	4,926.00	1.48
101-528-715.000	SOCIAL SECURITY (FICA)	383.00	0.00	0.00	383.00	0.00
101-528-716.000	FRINGES	40,560.00	5,227.03	1,676.95	35,332.97	12.89
101-528-728.000	OPERATING SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
101-528-818.000	CONTRACTUAL SERVICES	9,200.00	7,866.00	0.00	1,334.00	85.50
101-528-843.000	EQUIPMENT RENTAL	120,000.00	10,453.54	3,538.52	109,546.46	8.71
Total Dept 528 - LEAF AND BRUSH COLLECTION		229,143.00	30,244.46	7,364.31	198,898.54	13.20
Dept 585 - PARKING						
101-585-702.200	WAGES	9,000.00	1,329.86	253.13	7,670.14	14.78
101-585-716.000	FRINGES	6,030.00	1,037.82	197.54	4,992.18	17.21
101-585-728.000	OPERATING SUPPLIES	4,000.00	0.00	0.00	4,000.00	0.00
101-585-818.000	CONTRACTUAL SERVICES	0.00	210.00	210.00	(210.00)	100.00
101-585-834.000	MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00
101-585-843.000	EQUIPMENT RENTAL	14,000.00	869.93	97.21	13,130.07	6.21
Total Dept 585 - PARKING		35,030.00	3,447.61	757.88	31,582.39	9.84
Dept 728 - COMMUNITY DEVELOPMENT						
101-728-702.100	SALARIES	81,227.00	15,000.02	5,850.31	66,226.98	18.47
101-728-702.400	WAGES - TEMPORARY	0.00	38.48	0.00	(38.48)	100.00
101-728-702.800	ACCRUED SICK LEAVE	800.00	0.00	0.00	800.00	0.00
101-728-715.000	SOCIAL SECURITY (FICA)	6,214.00	1,151.44	447.81	5,062.56	18.53
101-728-716.100	HEALTH INSURANCE	2,162.00	1,207.40	755.93	954.60	55.85
101-728-716.200	DENTAL INSURANCE	77.00	49.62	30.05	27.38	64.44
101-728-716.300	OPTICAL INSURANCE	10.00	8.12	3.92	1.88	81.20
101-728-716.400	LIFE INSURANCE	706.00	97.75	47.79	608.25	13.85
101-728-716.500	DISABILITY INSURANCE	1,001.00	136.91	52.20	864.09	13.68
101-728-717.000	UNEMPLOYMENT INSURANCE	20.00	0.00	0.00	20.00	0.00
101-728-718.000	RETIREMENT	0.00	19.19	0.00	(19.19)	100.00
101-728-718.200	DEFINED CONTRIBUTION	3,249.00	599.98	234.00	2,649.02	18.47
101-728-719.000	WORKERS' COMPENSATION	319.00	88.00	0.00	231.00	27.59
101-728-728.000	OPERATING SUPPLIES	1,500.00	281.24	17.97	1,218.76	18.75
101-728-818.000	CONTRACTUAL SERVICES	67,268.00	1,100.00	0.00	66,168.00	1.64
101-728-858.000	MEMBERSHIPS & DUES	990.00	587.00	0.00	403.00	59.29
101-728-860.000	EDUCATION & TRAINING	3,124.00	450.69	450.69	2,673.31	14.43
Total Dept 728 - COMMUNITY DEVELOPMENT		168,667.00	20,815.84	7,890.67	147,851.16	12.34
Dept 750 - HOLMAN POOL						
101-750-702.200	WAGES	0.00	48.49	0.00	(48.49)	100.00
101-750-716.000	FRINGES	0.00	37.84	0.00	(37.84)	100.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-750-843.000	EQUIPMENT RENTAL	0.00	69.88	0.00	(69.88)	100.00
Total Dept 750 - HOLMAN POOL		0.00	156.21	0.00	(156.21)	100.00
Dept 756 - PARKS						
101-756-702.200	WAGES	60,000.00	17,101.97	4,776.06	42,898.03	28.50
101-756-702.400	WAGES - TEMPORARY	0.00	2,687.13	0.00	(2,687.13)	100.00
101-756-716.000	FRINGES	47,000.00	15,443.40	3,727.24	31,556.60	32.86
101-756-728.000	OPERATING SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00
101-756-818.000	CONTRACTUAL SERVICES	20,623.00	750.00	0.00	19,873.00	3.64
101-756-820.100	ELECTRICITY	11,000.00	1,997.09	1,144.20	9,002.91	18.16
101-756-820.400	WATER & SEWER	10,000.00	0.00	0.00	10,000.00	0.00
101-756-820.500	REFUSE	500.00	127.85	43.00	372.15	25.57
101-756-831.000	BUILDING MAINTENANCE	14,000.00	1,967.22	660.30	12,032.78	14.05
101-756-831.200	BLDG MAINTENANCE-BALLFIELDS	4,000.00	225.00	75.00	3,775.00	5.63
101-756-836.200	TREES & GARDEN	1,000.00	0.00	0.00	1,000.00	0.00
101-756-843.000	EQUIPMENT RENTAL	62,000.00	28,218.00	8,748.66	33,782.00	45.51
101-756-974.000	LAND IMPROVEMENTS	2,500.00	14,542.02	14,542.02	(12,042.02)	581.68
Total Dept 756 - PARKS		235,123.00	83,059.68	33,716.48	152,063.32	35.33
Dept 966 - TRANSFERS OUT						
101-966-999.297	TRANSFER TO HISTORICAL COMMISSION	33,000.00	8,250.00	2,750.00	24,750.00	25.00
101-966-999.400	TRANSFER TO CAPITAL PROJECTS	358,840.00	261,701.98	50,000.00	97,138.02	72.93
101-966-999.588	TRANSFER TO SATA	26,000.00	22,408.04	0.00	3,591.96	86.18
101-966-999.700	TRANSFER TO AIRPORT	7,000.00	0.00	0.00	7,000.00	0.00
101-966-999.731	TRANSFER-RETIREMENT	157,000.00	0.00	0.00	157,000.00	0.00
Total Dept 966 - TRANSFERS OUT		581,840.00	292,360.02	52,750.00	289,479.98	50.25
TOTAL EXPENDITURES		7,755,766.00	2,132,925.02	646,984.67	5,622,840.98	27.50
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		7,755,766.00	3,603,473.12	2,290,934.00	4,152,292.88	46.46
TOTAL EXPENDITURES		7,755,766.00	2,132,925.02	646,984.67	5,622,840.98	27.50
NET OF REVENUES & EXPENDITURES		0.00	1,470,548.10	1,643,949.33	(1,470,548.10)	100.00
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000 - 214						
202-000-539.529	STATE SOURCES	39,000.00	0.00	0.00	39,000.00	0.00
202-000-539.546	TRUNKLINE MAINTENANCE	37,000.00	678.58	678.58	36,321.42	1.83
202-000-539.569	GAS & WEIGHT TAX	913,000.00	113,469.83	113,469.83	799,530.17	12.43
202-000-664.664	INTEREST INCOME	0.00	910.63	419.17	(910.63)	100.00
202-000-695.411	TRANSFER FROM STREET PROGRAM	1,691,800.00	0.00	0.00	1,691,800.00	0.00
202-000-695.672	SPECIAL ASSESSMENT	100,956.00	0.00	0.00	100,956.00	0.00
202-000-695.699	APPROPRIATION OF FUND BALANCE	3,366.00	0.00	0.00	3,366.00	0.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Total Dept 000 - 214		2,785,122.00	115,059.04	114,567.58	2,670,062.96	4.13
TOTAL REVENUES		2,785,122.00	115,059.04	114,567.58	2,670,062.96	4.13
Expenditures						
Dept 451 - CONSTRUCTION						
202-451-728.000	OPERATING SUPPLIES	0.00	164.00	164.00	(164.00)	100.00
202-451-818.000	CONTRACTUAL SERVICES	1,691,800.00	1,031,399.97	386,528.14	660,400.03	60.96
Total Dept 451 - CONSTRUCTION		1,691,800.00	1,031,563.97	386,692.14	660,236.03	60.97
Dept 463 - STREET MAINTENANCE						
202-463-702.200	WAGES	42,000.00	11,111.99	2,743.19	30,888.01	26.46
202-463-716.000	FRINGES	39,000.00	10,690.84	2,639.22	28,309.16	27.41
202-463-728.000	OPERATING SUPPLIES	35,000.00	4,085.40	636.23	30,914.60	11.67
202-463-818.000	CONTRACTUAL SERVICES	75,000.00	4,580.08	5,119.08	70,419.92	6.11
202-463-843.000	EQUIPMENT RENTAL	50,000.00	17,665.91	4,053.23	32,334.09	35.33
Total Dept 463 - STREET MAINTENANCE		241,000.00	48,134.22	15,190.95	192,865.78	19.97
Dept 473 - BRIDGE MAINTENANCE						
202-473-702.200	WAGES	200.00	39.94	39.94	160.06	19.97
202-473-716.000	FRINGES	190.00	38.43	38.43	151.57	20.23
202-473-818.000	CONTRACTUAL SERVICES	1,600.00	0.00	0.00	1,600.00	0.00
202-473-843.000	EQUIPMENT RENTAL	80.00	9.36	9.36	70.64	11.70
Total Dept 473 - BRIDGE MAINTENANCE		2,070.00	87.73	87.73	1,982.27	4.24
Dept 474 - TRAFFIC SERVICES-MAINTENANCE						
202-474-702.200	WAGES	2,200.00	579.64	166.77	1,620.36	26.35
202-474-716.000	FRINGES	2,100.00	557.67	160.45	1,542.33	26.56
202-474-728.000	OPERATING SUPPLIES	3,500.00	124.70	53.54	3,375.30	3.56
202-474-818.000	CONTRACTUAL SERVICES	15,000.00	0.00	0.00	15,000.00	0.00
202-474-820.000	UTILITIES	2,500.00	1,395.89	1,385.19	1,104.11	55.84
202-474-843.000	EQUIPMENT RENTAL	1,000.00	522.30	109.38	477.70	52.23
Total Dept 474 - TRAFFIC SERVICES-MAINTENANCE		26,300.00	3,180.20	1,875.33	23,119.80	12.09
Dept 478 - SNOW & ICE CONTROL						
202-478-702.200	WAGES	20,000.00	0.00	0.00	20,000.00	0.00
202-478-716.000	FRINGES	20,000.00	0.00	0.00	20,000.00	0.00
202-478-728.000	OPERATING SUPPLIES	42,000.00	0.00	0.00	42,000.00	0.00
202-478-843.000	EQUIPMENT RENTAL	35,000.00	0.00	0.00	35,000.00	0.00
Total Dept 478 - SNOW & ICE CONTROL		117,000.00	0.00	0.00	117,000.00	0.00
Dept 480 - TREE TRIMMING						

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 202 - MAJOR STREET FUND						
Expenditures						
202-480-702.200	WAGES	8,000.00	1,670.24	894.65	6,329.76	20.88
202-480-716.000	FRINGES	7,000.00	1,606.94	860.74	5,393.06	22.96
202-480-728.000	OPERATING SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00
202-480-818.000	CONTRACTUAL SERVICES	8,000.00	500.00	0.00	7,500.00	6.25
202-480-843.000	EQUIPMENT RENTAL	14,000.00	2,114.96	1,247.24	11,885.04	15.11
Total Dept 480 - TREE TRIMMING		39,500.00	5,892.14	3,002.63	33,607.86	14.92
Dept 482 - ADMINISTRATION & ENGINEERING						
202-482-702.100	SALARIES	56,407.00	18,303.62	4,369.94	38,103.38	32.45
202-482-715.000	SOCIAL SECURITY (FICA)	4,315.00	1,400.12	334.16	2,914.88	32.45
202-482-716.100	HEALTH INSURANCE	3,296.00	601.39	273.36	2,694.61	18.25
202-482-716.200	DENTAL INSURANCE	137.00	22.85	10.35	114.15	16.68
202-482-716.300	OPTICAL INSURANCE	16.00	2.78	1.27	13.22	17.38
202-482-716.400	LIFE INSURANCE	265.00	40.66	18.48	224.34	15.34
202-482-716.500	DISABILITY INSURANCE	423.00	62.64	29.46	360.36	14.81
202-482-718.200	DEFINED CONTRIBUTION	1,131.00	383.42	86.16	747.58	33.90
202-482-719.000	WORKERS' COMPENSATION	222.00	158.00	0.00	64.00	71.17
202-482-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	2,000.00	0.00	0.00	2,000.00	0.00
202-482-999.101	CONTRIBUTION-GF ADMIN	91,300.00	11,346.98	11,346.98	79,953.02	12.43
Total Dept 482 - ADMINISTRATION & ENGINEERING		159,512.00	32,322.46	16,470.16	127,189.54	20.26
Dept 484 - TRUNKLINE SUPERVISOR						
202-484-702.100	SALARIES	4,500.00	0.00	0.00	4,500.00	0.00
Total Dept 484 - TRUNKLINE SUPERVISOR		4,500.00	0.00	0.00	4,500.00	0.00
Dept 485 - LOCAL STREET TRANSFER						
202-485-999.203	TRANSFER TO LOCAL STREET	456,500.00	35,175.65	35,175.65	421,324.35	7.71
Total Dept 485 - LOCAL STREET TRANSFER		456,500.00	35,175.65	35,175.65	421,324.35	7.71
Dept 486 - TRUNKLINE SURFACE MAINTENANCE						
202-486-702.200	WAGES	500.00	0.00	0.00	500.00	0.00
202-486-716.000	FRINGES	500.00	0.00	0.00	500.00	0.00
202-486-728.000	OPERATING SUPPLIES	1,500.00	0.00	0.00	1,500.00	0.00
202-486-818.000	CONTRACTUAL SERVICES	0.00	575.75	575.75	(575.75)	100.00
202-486-843.000	EQUIPMENT RENTAL	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 486 - TRUNKLINE SURFACE MAINTENANCE		5,000.00	575.75	575.75	4,424.25	11.52
Dept 488 - TRUNKLINE SWEEPING & FLUSHING						
202-488-702.200	WAGES	500.00	37.06	0.00	462.94	7.41
202-488-716.000	FRINGES	450.00	35.66	0.00	414.34	7.92
202-488-843.000	EQUIPMENT RENTAL	1,600.00	173.18	0.00	1,426.82	10.82
Total Dept 488 - TRUNKLINE SWEEPING & FLUSHING		2,550.00	245.90	0.00	2,304.10	9.64

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Expenditures						
Dept 490 - TRUNKLINE TREE TRIIM & REMOVAL						
202-490-702.200	WAGES	200.00	63.74	0.00	136.26	31.87
202-490-716.000	FRINGES	200.00	61.32	0.00	138.68	30.66
202-490-843.000	EQUIPMENT RENTAL	200.00	49.39	0.00	150.61	24.70
Total Dept 490 - TRUNKLINE TREE TRIIM & REMOVAL		600.00	174.45	0.00	425.55	29.08
Dept 491 - TRUNKLINE STORM DRAIN, CURBS						
202-491-702.200	WAGES	2,000.00	0.00	0.00	2,000.00	0.00
202-491-716.000	FRINGES	2,000.00	0.00	0.00	2,000.00	0.00
202-491-728.000	OPERATING SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
202-491-843.000	EQUIPMENT RENTAL	2,500.00	0.00	0.00	2,500.00	0.00
Total Dept 491 - TRUNKLINE STORM DRAIN, CURBS		8,500.00	0.00	0.00	8,500.00	0.00
Dept 492 - TRUNKLINE ROADSIDE CLEANUP						
202-492-702.200	WAGES	200.00	0.00	0.00	200.00	0.00
202-492-716.000	FRINGES	190.00	0.00	0.00	190.00	0.00
202-492-843.000	EQUIPMENT RENTAL	300.00	0.00	0.00	300.00	0.00
Total Dept 492 - TRUNKLINE ROADSIDE CLEANUP		690.00	0.00	0.00	690.00	0.00
Dept 494 - TRUNKLINE TRAFFIC SIGNS						
202-494-702.200	WAGES	200.00	0.00	0.00	200.00	0.00
202-494-716.000	FRINGES	200.00	0.00	0.00	200.00	0.00
202-494-728.000	OPERATING SUPPLIES	200.00	168.92	168.92	31.08	84.46
202-494-843.000	EQUIPMENT RENTAL	200.00	0.00	0.00	200.00	0.00
Total Dept 494 - TRUNKLINE TRAFFIC SIGNS		800.00	168.92	168.92	631.08	21.12
Dept 496 - TRUNKLINE TRAFFIC SIGNALS						
202-496-702.200	WAGES	300.00	0.00	0.00	300.00	0.00
202-496-716.000	FRINGES	300.00	0.00	0.00	300.00	0.00
202-496-843.000	EQUIPMENT RENTAL	200.00	0.00	0.00	200.00	0.00
Total Dept 496 - TRUNKLINE TRAFFIC SIGNALS		800.00	0.00	0.00	800.00	0.00
Dept 497 - TRUNKLINE SNOW & ICE CONTROL						
202-497-702.200	WAGES	2,500.00	0.00	0.00	2,500.00	0.00
202-497-716.000	FRINGES	2,500.00	0.00	0.00	2,500.00	0.00
202-497-728.000	OPERATING SUPPLIES	12,000.00	0.00	0.00	12,000.00	0.00
202-497-843.000	EQUIPMENT RENTAL	6,000.00	0.00	0.00	6,000.00	0.00
Total Dept 497 - TRUNKLINE SNOW & ICE CONTROL		23,000.00	0.00	0.00	23,000.00	0.00
Dept 502 - TRUNKLINE LEAVE & INS BENEFITS						
202-502-702.200	WAGES	5,000.00	0.00	0.00	5,000.00	0.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Expenditures						
Total Dept 502 - TRUNKLINE LEAVE & INS BENEFITS		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		2,785,122.00	1,157,521.39	459,239.26	1,627,600.61	41.56
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		2,785,122.00	115,059.04	114,567.58	2,670,062.96	4.13
TOTAL EXPENDITURES		2,785,122.00	1,157,521.39	459,239.26	1,627,600.61	41.56
NET OF REVENUES & EXPENDITURES		0.00	(1,042,462.35)	(344,671.68)	1,042,462.35	100.00
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000 - 214						
203-000-539.529	STATE SOURCES	13,700.00	0.00	0.00	13,700.00	0.00
203-000-539.569	GAS & WEIGHT TAX	333,125.00	41,582.07	41,582.07	291,542.93	12.48
203-000-664.664	INTEREST INCOME	0.00	51.03	0.00	(51.03)	100.00
203-000-695.202	MAJOR STREET TRANSFER	283,030.00	35,175.65	35,175.65	247,854.35	12.43
203-000-695.411	TRANSFER FROM CAPITAL PROJECTS	921,500.00	0.00	0.00	921,500.00	0.00
203-000-695.672	SPECIAL ASSESSMENT	61,000.00	0.00	0.00	61,000.00	0.00
Total Dept 000 - 214		1,612,355.00	76,808.75	76,757.72	1,535,546.25	4.76
TOTAL REVENUES		1,612,355.00	76,808.75	76,757.72	1,535,546.25	4.76
Expenditures						
Dept 451 - CONSTRUCTION						
203-451-818.000	CONTRACTUAL SERVICES	921,500.00	266,070.31	79,700.97	655,429.69	28.87
Total Dept 451 - CONSTRUCTION		921,500.00	266,070.31	79,700.97	655,429.69	28.87
Dept 463 - STREET MAINTENANCE						
203-463-702.200	WAGES	42,000.00	13,761.19	2,807.90	28,238.81	32.76
203-463-716.000	FRINGES	39,000.00	13,239.65	2,701.49	25,760.35	33.95
203-463-728.000	OPERATING SUPPLIES	30,000.00	3,587.69	1,049.83	26,412.31	11.96
203-463-818.000	CONTRACTUAL SERVICES	80,000.00	68,629.98	69,898.98	11,370.02	85.79
203-463-843.000	EQUIPMENT RENTAL	80,000.00	29,267.88	6,343.64	50,732.12	36.58
Total Dept 463 - STREET MAINTENANCE		271,000.00	128,486.39	82,801.84	142,513.61	47.41
Dept 474 - TRAFFIC SERVICES-MAINTENANCE						
203-474-702.200	WAGES	2,200.00	241.71	192.50	1,958.29	10.99
203-474-716.000	FRINGES	2,100.00	232.55	185.20	1,867.45	11.07
203-474-728.000	OPERATING SUPPLIES	10,000.00	301.91	92.77	9,698.09	3.02
203-474-843.000	EQUIPMENT RENTAL	3,000.00	51.48	28.08	2,948.52	1.72
Total Dept 474 - TRAFFIC SERVICES-MAINTENANCE		17,300.00	827.65	498.55	16,472.35	4.78

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Expenditures						
Dept 478 - SNOW & ICE CONTROL						
203-478-702.200	WAGES	20,000.00	0.00	0.00	20,000.00	0.00
203-478-716.000	FRINGES	20,000.00	0.00	0.00	20,000.00	0.00
203-478-728.000	OPERATING SUPPLIES	50,000.00	0.00	0.00	50,000.00	0.00
203-478-843.000	EQUIPMENT RENTAL	35,000.00	0.00	0.00	35,000.00	0.00
Total Dept 478 - SNOW & ICE CONTROL		125,000.00	0.00	0.00	125,000.00	0.00
Dept 480 - TREE TRIMMING						
203-480-702.200	WAGES	8,000.00	4,273.43	761.46	3,726.57	53.42
203-480-716.000	FRINGES	7,000.00	4,111.47	732.60	2,888.53	58.74
203-480-728.000	OPERATING SUPPLIES	2,500.00	0.00	0.00	2,500.00	0.00
203-480-818.000	CONTRACTUAL SERVICES	10,000.00	0.00	0.00	10,000.00	0.00
203-480-843.000	EQUIPMENT RENTAL	14,000.00	6,879.00	764.14	7,121.00	49.14
Total Dept 480 - TREE TRIMMING		41,500.00	15,263.90	2,258.20	26,236.10	36.78
Dept 482 - ADMINISTRATION & ENGINEERING						
203-482-702.100	SALARIES	56,407.00	18,302.72	4,369.76	38,104.28	32.45
203-482-715.000	SOCIAL SECURITY (FICA)	4,315.00	1,399.72	334.08	2,915.28	32.44
203-482-716.100	HEALTH INSURANCE	6,592.00	601.37	273.35	5,990.63	9.12
203-482-716.200	DENTAL INSURANCE	274.00	22.86	10.35	251.14	8.34
203-482-716.300	OPTICAL INSURANCE	32.00	2.76	1.25	29.24	8.63
203-482-716.400	LIFE INSURANCE	530.00	40.65	18.48	489.35	7.67
203-482-716.500	DISABILITY INSURANCE	562.00	62.59	29.42	499.41	11.14
203-482-718.200	DEFINED CONTRIBUTION	1,131.00	383.31	86.14	747.69	33.89
203-482-719.000	WORKERS' COMPENSATION	293.00	272.00	0.00	21.00	92.83
203-482-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	2,000.00	0.00	0.00	2,000.00	0.00
203-482-999.101	CONTRIBUTION-GF ADMIN	33,313.00	4,158.21	4,158.21	29,154.79	12.48
Total Dept 482 - ADMINISTRATION & ENGINEERING		105,449.00	25,246.19	9,281.04	80,202.81	23.94
Dept 965 - OTHER FINANCING SOURCES (USES)						
203-965-995.000	OTHER FINANCING SOURCES (USES)	130,606.00	0.00	0.00	130,606.00	0.00
Total Dept 965 - OTHER FINANCING SOURCES (USES)		130,606.00	0.00	0.00	130,606.00	0.00
TOTAL EXPENDITURES		1,612,355.00	435,894.44	174,540.60	1,176,460.56	27.03
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		1,612,355.00	76,808.75	76,757.72	1,535,546.25	4.76
TOTAL EXPENDITURES		1,612,355.00	435,894.44	174,540.60	1,176,460.56	27.03
NET OF REVENUES & EXPENDITURES		0.00	(359,085.69)	(97,782.88)	359,085.69	100.00

Fund 248 - DOWNTOWN FACADE PROGRAM  
 Revenues



PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 248 - DOWNTOWN FACADE PROGRAM						
Revenues						
Dept 000 - 214						
248-000-501.506	GRANT-FEDERAL	518,750.00	0.00	0.00	518,750.00	0.00
248-000-664.664	INTEREST INCOME	0.00	6.43	6.43	(6.43)	100.00
248-000-671.675	DONATIONS-PRIVATE	500,000.00	0.00	0.00	500,000.00	0.00
Total Dept 000 - 214		1,018,750.00	6.43	6.43	1,018,743.57	0.00
TOTAL REVENUES		1,018,750.00	6.43	6.43	1,018,743.57	0.00
Expenditures						
Dept 200 - GEN SERVICES						
248-200-818.000	CONTRACTUAL SERVICES	18,750.00	0.00	0.00	18,750.00	0.00
Total Dept 200 - GEN SERVICES		18,750.00	0.00	0.00	18,750.00	0.00
Dept 901 - CAPITAL OUTLAY						
248-901-965.540	CAPITAL CONTRIBUTIONS-FACADE	1,000,000.00	6,405.00	2,370.00	993,595.00	0.64
Total Dept 901 - CAPITAL OUTLAY		1,000,000.00	6,405.00	2,370.00	993,595.00	0.64
TOTAL EXPENDITURES		1,018,750.00	6,405.00	2,370.00	1,012,345.00	0.63
Fund 248 - DOWNTOWN FACADE PROGRAM:						
TOTAL REVENUES		1,018,750.00	6.43	6.43	1,018,743.57	0.00
TOTAL EXPENDITURES		1,018,750.00	6,405.00	2,370.00	1,012,345.00	0.63
NET OF REVENUES & EXPENDITURES		0.00	(6,398.57)	(2,363.57)	6,398.57	100.00
Fund 273 - CDBG REVOLVING LOAN FUND						
Revenues						
Dept 000 - 214						
273-000-664.664	INTEREST INCOME	0.00	1,481.03	949.42	(1,481.03)	100.00
273-000-671.675	LOAN REPAYMENTS	4,536.00	4,167.05	0.00	368.95	91.87
Total Dept 000 - 214		4,536.00	5,648.08	949.42	(1,112.08)	124.52
TOTAL REVENUES		4,536.00	5,648.08	949.42	(1,112.08)	124.52
Expenditures						
Dept 200 - GEN SERVICES						
273-200-801.100	PROFESSIONAL SERVICES:AUDIT COSTS	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 200 - GEN SERVICES		1,000.00	0.00	0.00	1,000.00	0.00
Dept 965 - OTHER FINANCING SOURCES (USES)						
273-965-995.000	OTHER FINANCING SOURCES (USES)	3,536.00	0.00	0.00	3,536.00	0.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 273 - CDBG REVOLVING LOAN FUND						
Expenditures						
Total Dept 965 - OTHER FINANCING SOURCES (USES)		3,536.00	0.00	0.00	3,536.00	0.00
TOTAL EXPENDITURES		4,536.00	0.00	0.00	4,536.00	0.00
Fund 273 - CDBG REVOLVING LOAN FUND:						
TOTAL REVENUES		4,536.00	5,648.08	949.42	(1,112.08)	124.52
TOTAL EXPENDITURES		4,536.00	0.00	0.00	4,536.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	5,648.08	949.42	(5,648.08)	100.00
Fund 275 - HOUSING & REDEVELOPMENT						
Revenues						
Dept 000 - 214						
275-000-501.521	GRANT-MSHDA:RR	108,800.00	0.00	0.00	108,800.00	0.00
275-000-664.664	INTEREST INCOME	0.00	2.88	1.86	(2.88)	100.00
275-000-671.674	DONATIONS	80,000.00	0.00	0.00	80,000.00	0.00
Total Dept 000 - 214		188,800.00	2.88	1.86	188,797.12	0.00
TOTAL REVENUES		188,800.00	2.88	1.86	188,797.12	0.00
Expenditures						
Dept 690 - GENERAL SERVICES						
275-690-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	28,800.00	0.00	0.00	28,800.00	0.00
275-690-818.200	RENTAL REHABILITATION	160,000.00	0.00	0.00	160,000.00	0.00
Total Dept 690 - GENERAL SERVICES		188,800.00	0.00	0.00	188,800.00	0.00
TOTAL EXPENDITURES		188,800.00	0.00	0.00	188,800.00	0.00
Fund 275 - HOUSING & REDEVELOPMENT:						
TOTAL REVENUES		188,800.00	2.88	1.86	188,797.12	0.00
TOTAL EXPENDITURES		188,800.00	0.00	0.00	188,800.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2.88	1.86	(2.88)	100.00
Fund 283 - OBRA FUND-DISTRICT#3-CONAGRA						
Revenues						
Dept 000 - 214						
283-000-401.407	OBRA:TAX CAPTURE	14,497.00	0.00	0.00	14,497.00	0.00
Total Dept 000 - 214		14,497.00	0.00	0.00	14,497.00	0.00
TOTAL REVENUES		14,497.00	0.00	0.00	14,497.00	0.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 283 - OBRA FUND-DISTRICT#3-CONAGRA						
Expenditures						
Dept 730 - PROFESSIONAL SERVICES						
283-730-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	750.00	0.00	0.00	750.00	0.00
Total Dept 730 - PROFESSIONAL SERVICES		750.00	0.00	0.00	750.00	0.00
Dept 905 - DEBT SERVICE						
283-905-980.991	PRINCIPAL	13,747.00	0.00	0.00	13,747.00	0.00
Total Dept 905 - DEBT SERVICE		13,747.00	0.00	0.00	13,747.00	0.00
TOTAL EXPENDITURES		14,497.00	0.00	0.00	14,497.00	0.00
Fund 283 - OBRA FUND-DISTRICT#3-CONAGRA:						
TOTAL REVENUES		14,497.00	0.00	0.00	14,497.00	0.00
TOTAL EXPENDITURES		14,497.00	0.00	0.00	14,497.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)						
Revenues						
Dept 000 - 214						
288-000-401.407	OBRA:TAX CAPTURE	109,309.00	0.00	0.00	109,309.00	0.00
Total Dept 000 - 214		109,309.00	0.00	0.00	109,309.00	0.00
TOTAL REVENUES		109,309.00	0.00	0.00	109,309.00	0.00
Expenditures						
Dept 905 - DEBT SERVICE						
288-905-980.991	PRINCIPAL	31,252.00	0.00	0.00	31,252.00	0.00
288-905-980.995	INTEREST	78,057.00	0.00	0.00	78,057.00	0.00
Total Dept 905 - DEBT SERVICE		109,309.00	0.00	0.00	109,309.00	0.00
TOTAL EXPENDITURES		109,309.00	0.00	0.00	109,309.00	0.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8):						
TOTAL REVENUES		109,309.00	0.00	0.00	109,309.00	0.00
TOTAL EXPENDITURES		109,309.00	0.00	0.00	109,309.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT)						
Revenues						
Dept 000 - 214						

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT)						
Revenues						
289-000-401.407	OBRA:TAX CAPTURE	2,929.00	0.00	0.00	2,929.00	0.00
Total Dept 000 - 214		2,929.00	0.00	0.00	2,929.00	0.00
TOTAL REVENUES		2,929.00	0.00	0.00	2,929.00	0.00
Expenditures						
Dept 730 - PROFESSIONAL SERVICES						
289-730-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	1,100.00	0.00	0.00	1,100.00	0.00
Total Dept 730 - PROFESSIONAL SERVICES		1,100.00	0.00	0.00	1,100.00	0.00
Dept 964 - TAX REIMBURSEMENTS						
289-964-969.000	DEVELOPER REIMBURSEMENT	1,829.00	0.00	0.00	1,829.00	0.00
Total Dept 964 - TAX REIMBURSEMENTS		1,829.00	0.00	0.00	1,829.00	0.00
TOTAL EXPENDITURES		2,929.00	0.00	0.00	2,929.00	0.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT):						
TOTAL REVENUES		2,929.00	0.00	0.00	2,929.00	0.00
TOTAL EXPENDITURES		2,929.00	0.00	0.00	2,929.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL)						
Revenues						
Dept 000 - 214						
291-000-401.407	OBRA:TAX CAPTURE	1,364.00	0.00	0.00	1,364.00	0.00
291-000-671.676	DONATIONS	8,904.00	0.00	0.00	8,904.00	0.00
Total Dept 000 - 214		10,268.00	0.00	0.00	10,268.00	0.00
TOTAL REVENUES		10,268.00	0.00	0.00	10,268.00	0.00
Expenditures						
Dept 730 - PROFESSIONAL SERVICES						
291-730-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	875.00	0.00	0.00	875.00	0.00
Total Dept 730 - PROFESSIONAL SERVICES		875.00	0.00	0.00	875.00	0.00
Dept 964 - TAX REIMBURSEMENTS						
291-964-969.000	DEVELOPER REIMBURSEMENT	9,393.00	0.00	0.00	9,393.00	0.00
Total Dept 964 - TAX REIMBURSEMENTS		9,393.00	0.00	0.00	9,393.00	0.00

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	%
		AMENDED BUDGET	09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	BDGT USED
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL)						
Expenditures						
TOTAL EXPENDITURES		10,268.00	0.00	0.00	10,268.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL):						
TOTAL REVENUES		10,268.00	0.00	0.00	10,268.00	0.00
TOTAL EXPENDITURES		10,268.00	0.00	0.00	10,268.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT)						
Revenues						
Dept 000 - 214						
292-000-401.407	OBRA:TAX CAPTURE	94,800.00	0.00	0.00	94,800.00	0.00
Total Dept 000 - 214		94,800.00	0.00	0.00	94,800.00	0.00
TOTAL REVENUES		94,800.00	0.00	0.00	94,800.00	0.00
Expenditures						
Dept 730 - PROFESSIONAL SERVICES						
292-730-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 730 - PROFESSIONAL SERVICES		1,000.00	0.00	0.00	1,000.00	0.00
Dept 964 - TAX REIMBURSEMENTS						
292-964-969.000	DEVELOPER REIMBURSEMENT	93,800.00	0.00	0.00	93,800.00	0.00
Total Dept 964 - TAX REIMBURSEMENTS		93,800.00	0.00	0.00	93,800.00	0.00
TOTAL EXPENDITURES		94,800.00	0.00	0.00	94,800.00	0.00
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT):						
TOTAL REVENUES		94,800.00	0.00	0.00	94,800.00	0.00
TOTAL EXPENDITURES		94,800.00	0.00	0.00	94,800.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING						
Revenues						
Dept 000 - 214						
295-000-401.407	OBRA:TAX CAPTURE	1,803.00	0.00	0.00	1,803.00	0.00
Total Dept 000 - 214		1,803.00	0.00	0.00	1,803.00	0.00
TOTAL REVENUES		1,803.00	0.00	0.00	1,803.00	0.00

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING						
Expenditures						
Dept 730 - PROFESSIONAL SERVICES						
295-730-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	750.00	0.00	0.00	750.00	0.00
Total Dept 730 - PROFESSIONAL SERVICES		750.00	0.00	0.00	750.00	0.00
Dept 964 - TAX REIMBURSEMENTS						
295-964-969.000	DEVELOPER REIMBURSEMENT	1,053.00	0.00	0.00	1,053.00	0.00
Total Dept 964 - TAX REIMBURSEMENTS		1,053.00	0.00	0.00	1,053.00	0.00
TOTAL EXPENDITURES		1,803.00	0.00	0.00	1,803.00	0.00
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING:						
TOTAL REVENUES		1,803.00	0.00	0.00	1,803.00	0.00
TOTAL EXPENDITURES		1,803.00	0.00	0.00	1,803.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 297 - HISTORICAL FUND						
Revenues						
Dept 000 - 214						
297-000-600.600	SALES	5,000.00	1,462.00	481.00	3,538.00	29.24
297-000-664.664	INTEREST INCOME	70.00	198.96	49.27	(128.96)	284.23
297-000-664.667	RENTS	1,000.00	0.00	0.00	1,000.00	0.00
297-000-664.668	RENTAL INCOME	13,200.00	1,000.00	500.00	12,200.00	7.58
297-000-671.675	DONATIONS-PRIVATE	25,000.00	6,226.00	2,296.00	18,774.00	24.90
297-000-671.678	FUNDRAISER/MEMBERSHIPS	10,000.00	0.00	0.00	10,000.00	0.00
297-000-695.101	GENERAL FUND TRANSFER	33,000.00	8,250.00	2,750.00	24,750.00	25.00
297-000-695.699	APPROPRIATION OF FUND BALANCE	1,846.00	0.00	0.00	1,846.00	0.00
Total Dept 000 - 214		89,116.00	17,136.96	6,076.27	71,979.04	19.23
TOTAL REVENUES		89,116.00	17,136.96	6,076.27	71,979.04	19.23
Expenditures						
Dept 797 - HISTORICAL COMMISSION						
297-797-728.000	OPERATING SUPPLIES	600.00	0.00	0.00	600.00	0.00
297-797-728.200	SUPPLIES-HISTORIC COLLECTION	350.00	304.82	0.00	45.18	87.09
297-797-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	1,000.00	787.00	297.00	213.00	78.70
297-797-810.000	INSURANCE & BONDS	1,250.00	929.12	309.71	320.88	74.33
297-797-856.000	MISCELLANEOUS	3,500.00	1,178.47	698.00	2,321.53	33.67
297-797-869.000	PROMOTION	5,000.00	280.00	0.00	4,720.00	5.60
297-797-870.000	EXHIBITIONS	5,000.00	1,362.49	0.00	3,637.51	27.25
Total Dept 797 - HISTORICAL COMMISSION		16,700.00	4,841.90	1,304.71	11,858.10	28.99
Dept 798 - CASTLE						

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 297 - HISTORICAL FUND						
Expenditures						
297-798-702.200	WAGES	34,367.00	9,412.82	2,697.00	24,954.18	27.39
297-798-702.400	WAGES - SEASONAL-DOCENTS	12,000.00	3,207.17	815.80	8,792.83	26.73
297-798-715.000	SOCIAL SECURITY (FICA)	3,547.00	965.43	268.74	2,581.57	27.22
297-798-717.000	UNEMPLOYMENT INSURANCE	45.00	0.00	0.00	45.00	0.00
297-798-719.000	WORKERS' COMPENSATION	180.00	36.00	0.00	144.00	20.00
297-798-728.000	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
297-798-810.000	INSURANCE & BONDS	577.00	520.01	173.34	56.99	90.12
297-798-820.000	UTILITIES	5,000.00	434.94	101.78	4,565.06	8.70
297-798-831.000	BUILDING MAINTENANCE	6,000.00	376.20	0.00	5,623.80	6.27
297-798-856.000	MISCELLANEOUS	1,000.00	346.85	0.00	653.15	34.69
Total Dept 798 - CASTLE		63,216.00	15,299.42	4,056.66	47,916.58	24.20
Dept 799 - GOULD HOUSE						
297-799-810.000	INSURANCE & BONDS	700.00	520.01	173.34	179.99	74.29
297-799-820.000	UTILITIES	4,300.00	314.52	88.30	3,985.48	7.31
297-799-831.000	BUILDING MAINTENANCE	2,500.00	21.70	0.00	2,478.30	0.87
297-799-831.200	BLDG MAINTENANCE-RENTAL	500.00	0.00	0.00	500.00	0.00
297-799-856.000	MISCELLANEOUS	1,200.00	115.00	0.00	1,085.00	9.58
Total Dept 799 - GOULD HOUSE		9,200.00	971.23	261.64	8,228.77	10.56
TOTAL EXPENDITURES		89,116.00	21,112.55	5,623.01	68,003.45	23.69
Fund 297 - HISTORICAL FUND:						
TOTAL REVENUES		89,116.00	17,136.96	6,076.27	71,979.04	19.23
TOTAL EXPENDITURES		89,116.00	21,112.55	5,623.01	68,003.45	23.69
NET OF REVENUES & EXPENDITURES		0.00	(3,975.59)	453.26	3,975.59	100.00
Fund 325 - DEBT SERVICE-2010 GO BONDS						
Revenues						
Dept 000 - 214						
325-000-401.403	GENERAL PROPERTY TAX	83,382.00	0.00	0.00	83,382.00	0.00
Total Dept 000 - 214		83,382.00	0.00	0.00	83,382.00	0.00
TOTAL REVENUES		83,382.00	0.00	0.00	83,382.00	0.00
Expenditures						
Dept 905 - DEBT SERVICE						
325-905-980.991	PRINCIPAL	50,000.00	0.00	0.00	50,000.00	0.00
325-905-980.995	INTEREST	33,382.00	0.00	0.00	33,382.00	0.00
Total Dept 905 - DEBT SERVICE		83,382.00	0.00	0.00	83,382.00	0.00

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 325 - DEBT SERVICE-2010 GO BONDS						
Expenditures						
TOTAL EXPENDITURES		83,382.00	0.00	0.00	83,382.00	0.00
Fund 325 - DEBT SERVICE-2010 GO BONDS:						
TOTAL REVENUES		83,382.00	0.00	0.00	83,382.00	0.00
TOTAL EXPENDITURES		83,382.00	0.00	0.00	83,382.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 327 - DEBT SERVICE						
Revenues						
Dept 000 - 214						
327-000-401.403	GENERAL PROPERTY TAX	418,819.00	452,371.45	293,696.31	(33,552.45)	108.01
Total Dept 000 - 214		418,819.00	452,371.45	293,696.31	(33,552.45)	108.01
TOTAL REVENUES		418,819.00	452,371.45	293,696.31	(33,552.45)	108.01
Expenditures						
Dept 905 - DEBT SERVICE						
327-905-980.991	PRINCIPAL	260,000.00	0.00	0.00	260,000.00	0.00
327-905-980.995	INTEREST	158,069.00	0.00	0.00	158,069.00	0.00
327-905-980.998	PAYING AGENT FEES	750.00	500.00	0.00	250.00	66.67
Total Dept 905 - DEBT SERVICE		418,819.00	500.00	0.00	418,319.00	0.12
TOTAL EXPENDITURES		418,819.00	500.00	0.00	418,319.00	0.12
Fund 327 - DEBT SERVICE:						
TOTAL REVENUES		418,819.00	452,371.45	293,696.31	(33,552.45)	108.01
TOTAL EXPENDITURES		418,819.00	500.00	0.00	418,319.00	0.12
NET OF REVENUES & EXPENDITURES		0.00	451,871.45	293,696.31	(451,871.45)	100.00
Fund 368 - 2009 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
368-000-664.664	INTEREST INCOME	0.00	94.50	0.00	(94.50)	100.00
Total Dept 000 - 214		0.00	94.50	0.00	(94.50)	100.00
TOTAL REVENUES		0.00	94.50	0.00	(94.50)	100.00
Fund 368 - 2009 SPECIAL ASSESSMENT:						



PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 368 - 2009 SPECIAL ASSESSMENT						
	TOTAL REVENUES	0.00	94.50	0.00	(94.50)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	94.50	0.00	(94.50)	100.00
Fund 370 - 2010 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
370-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	46.49	46.49	(46.49)	100.00
Total Dept 000 - 214		0.00	46.49	46.49	(46.49)	100.00
TOTAL REVENUES		0.00	46.49	46.49	(46.49)	100.00
Fund 370 - 2010 SPECIAL ASSESSMENT:						
	TOTAL REVENUES	0.00	46.49	46.49	(46.49)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	46.49	46.49	(46.49)	100.00
Fund 372 - 2011 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
372-000-401.404	SPECIAL ASSESSMENTS	0.00	626.54	471.22	(626.54)	100.00
372-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	59.38	51.20	(59.38)	100.00
Total Dept 000 - 214		0.00	685.92	522.42	(685.92)	100.00
TOTAL REVENUES		0.00	685.92	522.42	(685.92)	100.00
Fund 372 - 2011 SPECIAL ASSESSMENT:						
	TOTAL REVENUES	0.00	685.92	522.42	(685.92)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	685.92	522.42	(685.92)	100.00
Fund 374 - 2012 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
374-000-401.404	SPECIAL ASSESSMENTS	0.00	2,475.28	679.46	(2,475.28)	100.00
374-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	266.75	163.07	(266.75)	100.00
Total Dept 000 - 214		0.00	2,742.03	842.53	(2,742.03)	100.00

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 374 - 2012 SPECIAL ASSESSMENT						
Revenues						
TOTAL REVENUES		0.00	2,742.03	842.53	(2,742.03)	100.00
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Fund 374 - 2012 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	2,742.03	842.53	(2,742.03)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,742.03	842.53	(2,742.03)	100.00
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Fund 376 - 2013 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
376-000-401.404	SPECIAL ASSESSMENTS	0.00	2,270.09	2,270.09	(2,270.09)	100.00
376-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	355.49	355.49	(355.49)	100.00
Total Dept 000 - 214		0.00	2,625.58	2,625.58	(2,625.58)	100.00
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TOTAL REVENUES		0.00	2,625.58	2,625.58	(2,625.58)	100.00
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Fund 376 - 2013 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	2,625.58	2,625.58	(2,625.58)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,625.58	2,625.58	(2,625.58)	100.00
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Fund 378 - 2014 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
378-000-401.404	SPECIAL ASSESSMENTS	0.00	2,070.38	2,070.38	(2,070.38)	100.00
378-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	129.44	129.44	(129.44)	100.00
Total Dept 000 - 214		0.00	2,199.82	2,199.82	(2,199.82)	100.00
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TOTAL REVENUES		0.00	2,199.82	2,199.82	(2,199.82)	100.00
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Fund 378 - 2014 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	2,199.82	2,199.82	(2,199.82)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,199.82	2,199.82	(2,199.82)	100.00
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Fund 382 - 2016 SPECIAL ASSESSMENT						
Revenues						
Dept 000 - 214						
382-000-401.404	SPECIAL ASSESSMENTS	0.00	529.79	529.79	(529.79)	100.00

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BGD USED
			09/30/2018	NORMAL (ABNORMAL)	MONTH 09/30/2018	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	
Fund 382 - 2016 SPECIAL ASSESSMENT									
Revenues									
382-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	413.23		413.23		(413.23)	100.00	
Total Dept 000 - 214		0.00	943.02		943.02		(943.02)	100.00	
TOTAL REVENUES		0.00	943.02		943.02		(943.02)	100.00	
Fund 382 - 2016 SPECIAL ASSESSMENT:									
TOTAL REVENUES		0.00	943.02		943.02		(943.02)	100.00	
TOTAL EXPENDITURES		0.00	0.00		0.00		0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	943.02		943.02		(943.02)	100.00	
Fund 383 - 2017 SPECIAL ASSESSMENTS									
Revenues									
Dept 000 - 214									
383-000-401.404	SPECIAL ASSESSMENTS	0.00	39,987.88		33,424.45		(39,987.88)	100.00	
383-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	2,245.38		1,902.50		(2,245.38)	100.00	
Total Dept 000 - 214		0.00	42,233.26		35,326.95		(42,233.26)	100.00	
TOTAL REVENUES		0.00	42,233.26		35,326.95		(42,233.26)	100.00	
Fund 383 - 2017 SPECIAL ASSESSMENTS:									
TOTAL REVENUES		0.00	42,233.26		35,326.95		(42,233.26)	100.00	
TOTAL EXPENDITURES		0.00	0.00		0.00		0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	42,233.26		35,326.95		(42,233.26)	100.00	
Fund 384 - 2018 SPECIAL ASSESSMENTS									
Revenues									
Dept 000 - 214									
384-000-401.404	SPECIAL ASSESSMENTS	0.00	20,228.30		18,393.83		(20,228.30)	100.00	
Total Dept 000 - 214		0.00	20,228.30		18,393.83		(20,228.30)	100.00	
TOTAL REVENUES		0.00	20,228.30		18,393.83		(20,228.30)	100.00	
Fund 384 - 2018 SPECIAL ASSESSMENTS:									
TOTAL REVENUES		0.00	20,228.30		18,393.83		(20,228.30)	100.00	
TOTAL EXPENDITURES		0.00	0.00		0.00		0.00	0.00	

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 384 - 2018 SPECIAL ASSESSMENTS						
NET OF REVENUES & EXPENDITURES		0.00	20,228.30	18,393.83	(20,228.30)	100.00
Fund 397 - 2009 LTGO DEBT						
Revenues						
Dept 000 - 214						
397-000-671.674	DDA CONTRIBUTION	78,115.00	16,182.50	16,182.50	61,932.50	20.72
Total Dept 000 - 214		78,115.00	16,182.50	16,182.50	61,932.50	20.72
TOTAL REVENUES		78,115.00	16,182.50	16,182.50	61,932.50	20.72
Expenditures						
Dept 905 - DEBT SERVICE						
397-905-980.991	PRINCIPAL	45,000.00	0.00	0.00	45,000.00	0.00
397-905-980.995	INTEREST	32,365.00	0.00	0.00	32,365.00	0.00
397-905-980.998	PAYING AGENT FEES	750.00	0.00	0.00	750.00	0.00
Total Dept 905 - DEBT SERVICE		78,115.00	0.00	0.00	78,115.00	0.00
TOTAL EXPENDITURES		78,115.00	0.00	0.00	78,115.00	0.00
Fund 397 - 2009 LTGO DEBT:						
TOTAL REVENUES		78,115.00	16,182.50	16,182.50	61,932.50	20.72
TOTAL EXPENDITURES		78,115.00	0.00	0.00	78,115.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	16,182.50	16,182.50	(16,182.50)	100.00
Fund 401 - CAPITAL PROJECT FUND						
Revenues						
Dept 000 - 214						
401-000-699.101	TRANFERS IN - GENERAL FUND	358,840.00	261,701.98	50,000.00	97,138.02	72.93
Total Dept 000 - 214		358,840.00	261,701.98	50,000.00	97,138.02	72.93
TOTAL REVENUES		358,840.00	261,701.98	50,000.00	97,138.02	72.93
Expenditures						
Dept 000 - 214						
401-000-975.000	BUILDING IMPROVEMENTS	25,000.00	0.00	0.00	25,000.00	0.00
401-000-980.000	EQUIPMENT	40,000.00	1,828.98	0.00	38,171.02	4.57
401-000-980.100	COMPUTERS	44,570.00	1,300.48	1,300.48	43,269.52	2.92
401-000-981.000	VEHICLES	249,270.00	214,910.15	5,037.15	34,359.85	86.22
Total Dept 000 - 214		358,840.00	218,039.61	6,337.63	140,800.39	60.76
TOTAL EXPENDITURES		358,840.00	218,039.61	6,337.63	140,800.39	60.76

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
Fund 401 - CAPITAL PROJECT FUND						
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		358,840.00	261,701.98	50,000.00	97,138.02	72.93
TOTAL EXPENDITURES		358,840.00	218,039.61	6,337.63	140,800.39	60.76
NET OF REVENUES & EXPENDITURES		0.00	43,662.37	43,662.37	(43,662.37)	100.00
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM						
Revenues						
Dept 000 - 214						
411-000-664.664	INTEREST INCOME	0.00	2,831.37	1,659.32	(2,831.37)	100.00
411-000-698.000	PROCEEDS FROM BOND ISSUANCE	4,900,000.00	0.00	0.00	4,900,000.00	0.00
Total Dept 000 - 214		4,900,000.00	2,831.37	1,659.32	4,897,168.63	0.06
TOTAL REVENUES		4,900,000.00	2,831.37	1,659.32	4,897,168.63	0.06
Expenditures						
Dept 965 - OTHER FINANCING SOURCES (USES)						
411-965-995.000	OTHER FINANCING SOURCES (USES)	2,286,700.00	0.00	0.00	2,286,700.00	0.00
Total Dept 965 - OTHER FINANCING SOURCES (USES)		2,286,700.00	0.00	0.00	2,286,700.00	0.00
Dept 966 - TRANSFERS OUT						
411-966-999.202	TRANSFER TO MAJOR STREET	1,691,800.00	0.00	0.00	1,691,800.00	0.00
411-966-999.203	TRANSFER TO LOCAL STREET	921,500.00	0.00	0.00	921,500.00	0.00
Total Dept 966 - TRANSFERS OUT		2,613,300.00	0.00	0.00	2,613,300.00	0.00
TOTAL EXPENDITURES		4,900,000.00	0.00	0.00	4,900,000.00	0.00
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM:						
TOTAL REVENUES		4,900,000.00	2,831.37	1,659.32	4,897,168.63	0.06
TOTAL EXPENDITURES		4,900,000.00	0.00	0.00	4,900,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,831.37	1,659.32	(2,831.37)	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH						
Revenues						
Dept 000 - 214						
466-000-664.664	INTEREST INCOME	0.00	55.06	35.61	(55.06)	100.00
Total Dept 000 - 214		0.00	55.06	35.61	(55.06)	100.00
TOTAL REVENUES		0.00	55.06	35.61	(55.06)	100.00

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH						
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH:						
	TOTAL REVENUES	0.00	55.06	35.61	(55.06)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	55.06	35.61	(55.06)	100.00
Fund 494 - CAPITAL PROJECTS FUND						
Revenues						
	Dept 000 - 214					
494-000-664.664	INTEREST INCOME	0.00	54.66	35.36	(54.66)	100.00
	Total Dept 000 - 214	0.00	54.66	35.36	(54.66)	100.00
	TOTAL REVENUES	0.00	54.66	35.36	(54.66)	100.00
Fund 494 - CAPITAL PROJECTS FUND:						
	TOTAL REVENUES	0.00	54.66	35.36	(54.66)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	54.66	35.36	(54.66)	100.00
Fund 497 - CAPITAL PROJECTS-SUBDIVISION						
Revenues						
	Dept 000 - 214					
497-000-671.673	SALE OF FIXED ASSETS	0.00	35,268.90	11,450.45	(35,268.90)	100.00
	Total Dept 000 - 214	0.00	35,268.90	11,450.45	(35,268.90)	100.00
	TOTAL REVENUES	0.00	35,268.90	11,450.45	(35,268.90)	100.00
Fund 497 - CAPITAL PROJECTS-SUBDIVISION:						
	TOTAL REVENUES	0.00	35,268.90	11,450.45	(35,268.90)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	35,268.90	11,450.45	(35,268.90)	100.00
Fund 588 - TRANSPORTATION FUND						
Revenues						
	Dept 000 - 214					
588-000-401.403	GENERAL PROPERTY TAX	0.00	4.41	0.13	(4.41)	100.00
588-000-695.101	GENERAL FUND TRANSFER	24,547.00	22,408.04	0.00	2,138.96	91.29
588-000-695.699	APPROPRIATION OF FUND BALANCE	52,831.00	0.00	0.00	52,831.00	0.00
	Total Dept 000 - 214	77,378.00	22,412.45	0.13	54,965.55	28.96

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGDGT USED
Fund 588 - TRANSPORTATION FUND						
Revenues						
TOTAL REVENUES		77,378.00	22,412.45	0.13	54,965.55	28.96
Expenditures						
Dept 200 - GEN SERVICES						
588-200-818.000	CONTRACTUAL SERVICES	77,378.00	75,315.23	0.00	2,062.77	97.33
Total Dept 200 - GEN SERVICES		77,378.00	75,315.23	0.00	2,062.77	97.33
TOTAL EXPENDITURES		77,378.00	75,315.23	0.00	2,062.77	97.33
Fund 588 - TRANSPORTATION FUND:						
TOTAL REVENUES		77,378.00	22,412.45	0.13	54,965.55	28.96
TOTAL EXPENDITURES		77,378.00	75,315.23	0.00	2,062.77	97.33
NET OF REVENUES & EXPENDITURES		0.00	(52,902.78)	0.13	52,902.78	100.00
Fund 590 - SEWER FUND						
Revenues						
Dept 000 - 214						
590-000-401.446	PENALTIES - LATE CHARGES	28,000.00	7,106.54	20.21	20,893.46	25.38
590-000-450.477	SWR:PERMITS/INSPECTION FEE	500.00	130.00	30.00	370.00	26.00
590-000-600.601	METERED SALES	1,600,000.00	375,803.39	422,970.71	1,224,196.61	23.49
590-000-664.664	INTEREST INCOME	5,000.00	3,311.43	1,525.03	1,688.57	66.23
590-000-671.694	MISCELLANEOUS	0.00	1,930.00	400.00	(1,930.00)	100.00
590-000-695.699	APPROPRIATION OF FUND BALANCE	247,003.00	0.00	0.00	247,003.00	0.00
Total Dept 000 - 214		1,880,503.00	388,281.36	424,945.95	1,492,221.64	20.65
TOTAL REVENUES		1,880,503.00	388,281.36	424,945.95	1,492,221.64	20.65
Expenditures						
Dept 200 - GEN SERVICES						
590-200-702.100	SALARIES	74,326.00	13,631.35	5,724.58	60,694.65	18.34
590-200-715.000	SOCIAL SECURITY (FICA)	5,686.00	1,050.79	440.25	4,635.21	18.48
590-200-716.100	HEALTH INSURANCE	19,138.00	711.31	171.50	18,426.69	3.72
590-200-716.200	DENTAL INSURANCE	1,109.00	25.49	5.82	1,083.51	2.30
590-200-716.300	OPTICAL INSURANCE	158.00	3.19	0.76	154.81	2.02
590-200-716.400	LIFE INSURANCE	402.00	96.19	39.97	305.81	23.93
590-200-716.500	DISABILITY INSURANCE	954.00	156.13	60.90	797.87	16.37
590-200-718.200	DEFINED CONTRIBUTION	2,748.00	529.83	216.96	2,218.17	19.28
590-200-719.000	WORKERS' COMPENSATION	954.00	106.00	0.00	848.00	11.11
590-200-728.000	OPERATING SUPPLIES	1,500.00	109.17	109.17	1,390.83	7.28
590-200-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	3,000.00	0.00	0.00	3,000.00	0.00
590-200-810.000	INSURANCE & BONDS	21,961.00	7,427.27	2,475.76	14,533.73	33.82
590-200-818.000	CONTRACTUAL SERVICES	8,198.00	3,716.23	0.00	4,481.77	45.33
590-200-850.000	BAD DEBT EXPENSE	500.00	0.00	0.00	500.00	0.00
590-200-860.000	EDUCATION & TRAINING	0.00	217.74	217.74	(217.74)	100.00
590-200-890.200	OPERATION & MAINTENANCE	1,000,000.00	281,746.30	93,523.34	718,253.70	28.17

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
Expenditures						
590-200-890.300	REPLACEMENT	145,000.00	46,787.03	46,787.03	98,212.97	32.27
590-200-899.101	GF CONTRIBUTION	100,800.00	22,038.75	7,346.25	78,761.25	21.86
Total Dept 200 - GEN SERVICES		1,386,434.00	378,352.77	157,120.03	1,008,081.23	27.29
Dept 549 - SEWER OPERATIONS						
590-549-702.200	WAGES	63,341.00	4,155.72	681.39	59,185.28	6.56
590-549-702.300	OVERTIME	7,200.00	959.24	222.40	6,240.76	13.32
590-549-703.000	OTHER COMPENSATION	0.00	7,206.39	4,863.35	(7,206.39)	100.00
590-549-715.000	SOCIAL SECURITY (FICA)	6,376.00	1,916.94	690.79	4,459.06	30.06
590-549-716.000	FRINGES	(13,000.00)	(10,064.41)	(2,571.06)	(2,935.59)	77.42
590-549-716.100	HEALTH INSURANCE	27,559.00	6,860.04	2,286.68	20,698.96	24.89
590-549-716.200	DENTAL INSURANCE	1,029.00	236.16	77.64	792.84	22.95
590-549-716.300	OPTICAL INSURANCE	128.00	30.18	10.06	97.82	23.58
590-549-716.400	LIFE INSURANCE	163.00	39.60	13.20	123.40	24.29
590-549-716.500	DISABILITY INSURANCE	0.00	103.26	34.42	(103.26)	100.00
590-549-717.000	UNEMPLOYMENT INSURANCE	50.00	0.00	0.00	50.00	0.00
590-549-718.000	RETIREMENT	20,608.00	7,163.12	2,754.15	13,444.88	34.76
590-549-718.200	DEFINED CONTRIBUTION	1,472.00	433.96	141.48	1,038.04	29.48
590-549-719.000	WORKERS' COMPENSATION	1,668.00	378.00	0.00	1,290.00	22.66
590-549-728.000	OPERATING SUPPLIES	2,000.00	1,525.54	196.00	474.46	76.28
590-549-751.000	GAS & OIL	6,000.00	1,557.81	434.11	4,442.19	25.96
590-549-818.000	CONTRACTUAL SERVICES	90,000.00	31,489.27	27,718.17	58,510.73	34.99
590-549-833.000	EQUIPMENT MAINTENANCE	1,000.00	0.00	0.00	1,000.00	0.00
590-549-833.200	SEWER REPAIR	5,000.00	1,275.00	1,275.00	3,725.00	25.50
590-549-833.300	SERVICE LINE REPAIR SEPARATION-SSO	5,000.00	0.00	0.00	5,000.00	0.00
590-549-836.000	LIFT STATION MAINTENANCE	5,000.00	1,524.19	241.03	3,475.81	30.48
590-549-836.100	LIFT STATION UTILITIES	5,000.00	517.03	308.63	4,482.97	10.34
590-549-843.000	EQUIPMENT RENTAL	35,000.00	1,948.64	134.83	33,051.36	5.57
590-549-860.000	EDUCATION & TRAINING	1,500.00	0.00	0.00	1,500.00	0.00
Total Dept 549 - SEWER OPERATIONS		272,094.00	59,255.68	39,512.27	212,838.32	21.78
Dept 901 - CAPITAL OUTLAY						
590-901-973.000	CAPITAL OUTLAY - SEWERS	170,000.00	16,040.75	1,876.25	153,959.25	9.44
Total Dept 901 - CAPITAL OUTLAY		170,000.00	16,040.75	1,876.25	153,959.25	9.44
Dept 905 - DEBT SERVICE						
590-905-980.991	PRINCIPAL	40,000.00	0.00	0.00	40,000.00	0.00
590-905-980.995	INTEREST	11,975.00	5,897.33	5,897.33	6,077.67	49.25
Total Dept 905 - DEBT SERVICE		51,975.00	5,897.33	5,897.33	46,077.67	11.35
TOTAL EXPENDITURES		1,880,503.00	459,546.53	204,405.88	1,420,956.47	24.44
Fund 590 - SEWER FUND:						



PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19		YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	09/30/2018	MONTH 09/30/2018	BALANCE	
			(ABNORMAL)	(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
<b>Fund 590 - SEWER FUND</b>							
TOTAL REVENUES		1,880,503.00		388,281.36	424,945.95	1,492,221.64	20.65
TOTAL EXPENDITURES		1,880,503.00		459,546.53	204,405.88	1,420,956.47	24.44
NET OF REVENUES & EXPENDITURES		0.00		(71,265.17)	220,540.07	71,265.17	100.00
<b>Fund 591 - WATER FUND</b>							
<b>Revenues</b>							
<b>Dept 000 - 214</b>							
591-000-401.446	PENALTIES - LATE CHARGES	40,000.00		10,438.39	49.60	29,561.61	26.10
591-000-450.477	WTR:PERMITS/INSPECTION FEE	20,000.00		9,815.00	6,790.00	10,185.00	49.08
591-000-550.000	CAPITAL CONTRIBUTION-STATE	1,000,000.00		0.00	0.00	1,000,000.00	0.00
591-000-600.601	METERED SALES	2,180,000.00		657,176.19	661,130.24	1,522,823.81	30.15
591-000-600.602	METERED SALES-WHOLESALE-USAGE	245,000.00		49,104.26	22,476.02	195,895.74	20.04
591-000-600.604	WATER MAIN REPLACEMENT CHARGE	325,000.00		103,494.89	103,453.50	221,505.11	31.84
591-000-600.640	MATERIAL & SERVICE	10,000.00		3,373.00	2,713.00	6,627.00	33.73
591-000-664.664	INTEREST INCOME	5,600.00		3,616.34	295.54	1,983.66	64.58
591-000-671.694	MISCELLANEOUS	3,000.00		470.00	110.00	2,530.00	15.67
591-000-671.695	MISCELLANEOUS WATER CHARGES	10,000.00		120.00	60.00	9,880.00	1.20
Total Dept 000 - 214		3,838,600.00		837,608.07	797,077.90	3,000,991.93	21.82
TOTAL REVENUES		3,838,600.00		837,608.07	797,077.90	3,000,991.93	21.82
<b>Expenditures</b>							
<b>Dept 200 - GEN SERVICES</b>							
591-200-702.100	SALARIES	83,883.00		20,791.59	7,487.20	63,091.41	24.79
591-200-715.000	SOCIAL SECURITY (FICA)	6,417.00		1,591.42	573.03	4,825.58	24.80
591-200-716.100	HEALTH INSURANCE	23,641.00		2,448.17	1,886.50	21,192.83	10.36
591-200-716.200	DENTAL INSURANCE	1,279.00		55.93	15.52	1,223.07	4.37
591-200-716.300	OPTICAL INSURANCE	180.00		7.00	2.00	173.00	3.89
591-200-716.400	LIFE INSURANCE	441.00		107.20	43.11	333.80	24.31
591-200-716.500	DISABILITY INSURANCE	1,078.00		185.36	70.15	892.64	17.19
591-200-717.000	UNEMPLOYMENT INSURANCE	20.00		0.00	0.00	20.00	0.00
591-200-718.200	DEFINED CONTRIBUTION	3,106.00		627.81	245.73	2,478.19	20.21
591-200-719.000	WORKERS' COMPENSATION	1,078.00		106.00	0.00	972.00	9.83
591-200-728.000	OPERATING SUPPLIES	1,500.00		490.78	474.77	1,009.22	32.72
591-200-810.000	INSURANCE & BONDS	45,000.00		31,936.30	31,936.30	13,063.70	70.97
591-200-818.000	CONTRACTUAL SERVICES	15,197.00		5,733.65	(21,211.22)	9,463.35	37.73
591-200-845.000	LEASE	1,700.00		874.08	0.00	825.92	51.42
591-200-860.000	EDUCATION & TRAINING	2,200.00		217.74	217.74	1,982.26	9.90
591-200-899.101	GF CONTRIBUTION	234,100.00		51,183.51	17,061.17	182,916.49	21.86
Total Dept 200 - GEN SERVICES		420,820.00		116,356.54	38,802.00	304,463.46	27.65
<b>Dept 552 - WATER UNDERGROUND</b>							
591-552-702.100	SALARIES	26,408.00		6,492.55	1,860.24	19,915.45	24.59
591-552-702.200	WAGES	209,615.00		39,595.65	12,430.75	170,019.35	18.89
591-552-702.400	WAGES - TEMPORARY	0.00		64.75	0.00	(64.75)	100.00
591-552-703.000	OTHER COMPENSATION	0.00		15,977.38	11,146.84	(15,977.38)	100.00
591-552-715.000	SOCIAL SECURITY (FICA)	19,586.00		5,798.68	2,145.57	13,787.32	29.61
591-552-716.000	FRINGES	(13,000.00)		(10,919.95)	(2,118.01)	(2,080.05)	84.00
591-552-716.100	HEALTH INSURANCE	56,308.00		19,532.49	6,510.83	36,775.51	34.69
591-552-716.200	DENTAL INSURANCE	2,440.00		796.96	262.01	1,643.04	32.66

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			09/30/2018	MONTH 09/30/2018	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 591 - WATER FUND						
Expenditures						
591-552-716.300	OPTICAL INSURANCE	333.00	112.47	37.49	220.53	33.77
591-552-716.400	LIFE INSURANCE	326.00	146.13	48.71	179.87	44.83
591-552-716.500	DISABILITY INSURANCE	1,898.00	535.51	178.50	1,362.49	28.21
591-552-717.000	UNEMPLOYMENT INSURANCE	120.00	0.00	0.00	120.00	0.00
591-552-718.000	RETIREMENT	36,888.00	11,441.41	3,799.06	25,446.59	31.02
591-552-718.200	DEFINED CONTRIBUTION	6,908.00	2,126.59	820.98	4,781.41	30.78
591-552-719.000	WORKERS' COMPENSATION	6,282.00	3,130.00	0.00	3,152.00	49.82
591-552-728.000	OPERATING SUPPLIES	7,000.00	2,637.62	1,133.77	4,362.38	37.68
591-552-751.000	GAS & OIL	17,000.00	4,050.20	1,801.85	12,949.80	23.82
591-552-818.000	CONTRACTUAL SERVICES	17,000.00	8,917.50	8,186.25	8,082.50	52.46
591-552-820.100	ELECTRICITY	3,600.00	476.34	220.06	3,123.66	13.23
591-552-820.200	GAS	4,000.00	97.65	50.22	3,902.35	2.44
591-552-820.300	TELEPHONE	2,500.00	799.21	273.13	1,700.79	31.97
591-552-833.000	EQUIPMENT MAINTENANCE	4,500.00	193.50	64.50	4,306.50	4.30
591-552-833.200	EQUIPMENT MAINT-HYDRANTS & MAINS	70,000.00	19,615.07	9,107.64	50,384.93	28.02
591-552-833.300	EQUIP MAINT. METER & SERV	85,000.00	38,740.84	15,510.88	46,259.16	45.58
591-552-843.000	EQUIPMENT RENTAL	3,000.00	12,795.82	12,795.82	(9,795.82)	426.53
591-552-860.000	EDUCATION & TRAINING	2,500.00	756.25	550.00	1,743.75	30.25
Total Dept 552 - WATER UNDERGROUND		570,212.00	183,910.62	86,817.09	386,301.38	32.25
Dept 553 - WATER FILTRATION						
591-553-702.100	SALARIES	74,385.00	18,988.38	5,440.49	55,396.62	25.53
591-553-702.200	WAGES	244,605.00	54,688.16	16,787.61	189,916.84	22.36
591-553-702.300	OVERTIME	16,000.00	8,758.76	4,338.87	7,241.24	54.74
591-553-702.400	WAGES - TEMPORARY	0.00	8,340.30	2,781.40	(8,340.30)	100.00
591-553-702.600	UNIFORMS	4,200.00	3,500.00	3,500.00	700.00	83.33
591-553-702.800	ACCRUED SICK LEAVE	0.00	526.97	0.00	(526.97)	100.00
591-553-715.000	SOCIAL SECURITY (FICA)	25,642.00	7,163.52	2,483.55	18,478.48	27.94
591-553-716.000	FRINGES	3,000.00	339.83	130.15	2,660.17	11.33
591-553-716.100	HEALTH INSURANCE	73,951.00	14,896.85	5,197.41	59,054.15	20.14
591-553-716.200	DENTAL INSURANCE	2,917.00	764.70	267.18	2,152.30	26.22
591-553-716.300	OPTICAL INSURANCE	374.00	109.60	38.00	264.40	29.30
591-553-716.400	LIFE INSURANCE	489.00	236.61	78.87	252.39	48.39
591-553-716.500	DISABILITY INSURANCE	2,381.00	663.72	221.24	1,717.28	27.88
591-553-717.000	UNEMPLOYMENT INSURANCE	170.00	0.00	0.00	170.00	0.00
591-553-718.000	RETIREMENT	21,192.00	6,691.89	2,050.53	14,500.11	31.58
591-553-718.200	DEFINED CONTRIBUTION	11,217.00	2,904.49	1,031.48	8,312.51	25.89
591-553-719.000	WORKERS' COMPENSATION	6,355.00	2,684.00	0.00	3,671.00	42.23
591-553-728.000	OPERATING SUPPLIES	4,000.00	1,171.38	963.79	2,828.62	29.28
591-553-728.100	LAB SUPPLIES	16,500.00	5,290.27	3,565.96	11,209.73	32.06
591-553-743.000	CHEMICALS	125,000.00	29,723.34	13,389.53	95,276.66	23.78
591-553-751.000	GAS & OIL	2,000.00	255.08	87.82	1,744.92	12.75
591-553-818.000	CONTRACTUAL SERVICES	35,600.00	0.00	0.00	35,600.00	0.00
591-553-820.100	ELECTRICITY	125,000.00	24,899.17	11,887.06	100,100.83	19.92
591-553-820.200	GAS	4,500.00	0.00	0.00	4,500.00	0.00
591-553-820.300	TELEPHONE	4,000.00	1,067.89	386.32	2,932.11	26.70
591-553-820.500	REFUSE	1,000.00	99.24	33.08	900.76	9.92
591-553-831.000	BUILDING MAINTENANCE	6,000.00	1,217.14	776.93	4,782.86	20.29
591-553-833.000	EQUIPMENT MAINTENANCE	30,000.00	2,525.72	1,488.43	27,474.28	8.42
591-553-833.100	EQUIP MAINT - WELLS	10,000.00	2,000.00	2,000.00	8,000.00	20.00
591-553-834.000	MAINTENANCE	0.00	900.00	900.00	(900.00)	100.00
591-553-860.000	EDUCATION & TRAINING	2,000.00	837.75	420.00	1,162.25	41.89

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 591 - WATER FUND						
Expenditures						
Total Dept 553 - WATER FILTRATION		852,478.00	201,244.76	80,245.70	651,233.24	23.61
Dept 901 - CAPITAL OUTLAY						
591-901-972.000	MAINS & HYDRANTS	671,500.00	554,446.74	335,937.28	117,053.26	82.57
591-901-977.000	COL - EQUIPMENT	30,000.00	81,558.09	42,774.99	(51,558.09)	271.86
Total Dept 901 - CAPITAL OUTLAY		701,500.00	636,004.83	378,712.27	65,495.17	90.66
Dept 905 - DEBT SERVICE						
591-905-980.991	PRINCIPAL	492,745.00	0.00	0.00	492,745.00	0.00
591-905-980.995	INTEREST	105,262.00	0.00	0.00	105,262.00	0.00
Total Dept 905 - DEBT SERVICE		598,007.00	0.00	0.00	598,007.00	0.00
Dept 965 - OTHER FINANCING SOURCES (USES)						
591-965-995.000	OTHER FINANCING SOURCES (USES)	695,583.00	0.00	0.00	695,583.00	0.00
Total Dept 965 - OTHER FINANCING SOURCES (USES)		695,583.00	0.00	0.00	695,583.00	0.00
TOTAL EXPENDITURES		3,838,600.00	1,137,516.75	584,577.06	2,701,083.25	29.63
Fund 591 - WATER FUND:						
TOTAL REVENUES		3,838,600.00	837,608.07	797,077.90	3,000,991.93	21.82
TOTAL EXPENDITURES		3,838,600.00	1,137,516.75	584,577.06	2,701,083.25	29.63
NET OF REVENUES & EXPENDITURES		0.00	(299,908.68)	212,500.84	299,908.68	100.00
Fund 599 - WASTEWATER FUND						
Revenues						
Dept 000 - 214						
599-000-602.100	OP & MAINT CHRG - OWOSSO	1,000,000.00	281,746.30	93,523.34	718,253.70	28.17
599-000-602.200	OP & MAINT CHRG - OWOSSO TWP	135,000.00	34,253.43	10,965.08	100,746.57	25.37
599-000-602.300	OP & MAINT CHRG - CALEDONIA TWSP	111,000.00	29,857.26	9,988.04	81,142.74	26.90
599-000-602.400	OP & MAINT CHRG - CORUNNA	175,000.00	47,143.02	16,523.55	127,856.98	26.94
599-000-603.100	REPLACEMENT CHRG - OWOSSO	142,000.00	46,787.03	46,787.03	95,212.97	32.95
599-000-603.200	REPLACEMENT CHRG - OWOSSO TWP	34,000.00	11,355.96	11,355.96	22,644.04	33.40
599-000-603.300	REPLACEMENT CHRG - CALEDONIA TWSP	26,000.00	8,970.87	8,970.87	17,029.13	34.50
599-000-603.400	REPLACEMENT CHRG - CORUNNA	25,000.00	7,886.14	7,886.14	17,113.86	31.54
599-000-664.664	INTEREST INCOME	5,000.00	5,318.06	1,004.76	(318.06)	106.36
599-000-671.694	MISCELLANEOUS	5,000.00	640.61	128.34	4,359.39	12.81
599-000-695.699	APPROPRIATION OF FUND BALANCE	502,762.00	0.00	0.00	502,762.00	0.00
Total Dept 000 - 214		2,160,762.00	473,958.68	207,133.11	1,686,803.32	21.93
TOTAL REVENUES		2,160,762.00	473,958.68	207,133.11	1,686,803.32	21.93

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2018 (NORMAL (ABNORMAL))	MONTH 09/30/2018 (INCREASE (DECREASE))	BALANCE (NORMAL (ABNORMAL))	
Fund 599 - WASTEWATER FUND						
Expenditures						
Dept 548 - WASTEWATER OPERATIONS						
599-548-702.100	SALARIES	97,524.00	25,867.95	7,411.60	71,656.05	26.52
599-548-702.200	WAGES	319,705.00	89,425.34	28,961.87	230,279.66	27.97
599-548-702.300	OVERTIME	39,000.00	10,505.84	1,416.36	28,494.16	26.94
599-548-702.400	WAGES - TEMPORARY	4,500.00	2,462.01	585.98	2,037.99	54.71
599-548-702.600	UNIFORMS	4,200.00	4,900.00	4,900.00	(700.00)	116.67
599-548-702.800	ACCRUED SICK LEAVE	0.00	7,515.29	6,684.48	(7,515.29)	100.00
599-548-715.000	SOCIAL SECURITY (FICA)	35,108.00	10,602.27	3,913.51	24,505.73	30.20
599-548-716.000	FRINGES	5,000.00	3,014.37	1,036.07	1,985.63	60.29
599-548-716.100	HEALTH INSURANCE	65,826.00	21,324.36	8,998.08	44,501.64	32.40
599-548-716.200	DENTAL INSURANCE	5,186.00	939.28	308.80	4,246.72	18.11
599-548-716.300	OPTICAL INSURANCE	720.00	147.45	50.49	572.55	20.48
599-548-716.400	LIFE INSURANCE	1,240.00	320.73	106.91	919.27	25.87
599-548-716.500	DISABILITY INSURANCE	3,679.00	859.61	298.44	2,819.39	23.37
599-548-716.600	PHYSICALS	500.00	0.00	0.00	500.00	0.00
599-548-717.000	UNEMPLOYMENT INSURANCE	200.00	0.00	0.00	200.00	0.00
599-548-718.000	RETIREMENT	93,250.00	25,610.60	12,165.18	67,639.40	27.46
599-548-718.100	MUNICIPAL EMPLOYEES RETIREMENT PROGRAM	6,000.00	2,293.50	764.50	3,706.50	38.23
599-548-718.200	DEFINED CONTRIBUTION	8,465.00	3,301.14	1,020.14	5,163.86	39.00
599-548-719.000	WORKERS' COMPENSATION	4,909.00	2,172.00	0.00	2,737.00	44.25
599-548-728.000	OPERATING SUPPLIES	21,000.00	2,676.24	1,741.64	18,323.76	12.74
599-548-728.100	SUPPLIES	14,000.00	8,709.26	6,223.63	5,292.74	62.21
599-548-743.100	CHEMICALS - IRON	42,000.00	7,198.82	7,198.82	34,801.18	17.14
599-548-743.200	CHEMICALS - POLYMER	20,000.00	6,485.40	2,219.40	13,514.60	32.43
599-548-743.300	CHEMICALS - CHLORINE	40,000.00	4,522.74	2,586.92	35,477.26	11.31
599-548-751.000	GAS & OIL	4,000.00	1,066.07	453.36	2,933.93	26.65
599-548-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	15,000.00	944.63	718.04	14,055.37	6.30
599-548-810.000	INSURANCE & BONDS	45,000.00	31,936.30	10,645.43	13,063.70	70.97
599-548-820.100	ELECTRICITY	220,000.00	34,227.49	16,366.54	185,772.51	15.56
599-548-820.200	GAS	12,000.00	263.30	77.21	11,736.70	2.19
599-548-820.300	TELEPHONE	4,000.00	904.12	325.11	3,095.88	22.60
599-548-820.400	WATER & SEWER	2,200.00	0.00	0.00	2,200.00	0.00
599-548-820.500	REFUSE	1,000.00	257.70	85.90	742.30	25.77
599-548-831.000	BUILDING MAINTENANCE	15,000.00	1,118.62	0.00	13,881.38	7.46
599-548-832.000	STATIONARY EQUIPMENT	6,500.00	1,586.00	1,586.00	4,914.00	24.40
599-548-833.000	EQUIPMENT MAINTENANCE	97,000.00	8,916.69	2,245.32	88,083.31	9.19
599-548-834.000	MAINTENANCE	110,000.00	22,443.91	9,795.23	87,556.09	20.40
599-548-834.100	HHW PROGRAM	5,000.00	0.00	0.00	5,000.00	0.00
599-548-858.000	MEMBERSHIPS & DUES	600.00	351.25	0.00	248.75	58.54
599-548-860.000	EDUCATION & TRAINING	2,000.00	690.00	555.00	1,310.00	34.50
599-548-860.100	SAFETY TRAINING	100.00	0.00	0.00	100.00	0.00
599-548-899.101	GF CONTRIBUTION	204,350.00	52,945.58	22,638.52	151,404.42	25.91
Total Dept 548 - WASTEWATER OPERATIONS		1,575,762.00	398,505.86	164,084.48	1,177,256.14	25.29
Dept 901 - CAPITAL OUTLAY						
599-901-977.000	COL - EQUIPMENT	585,000.00	13,479.21	13,479.21	571,520.79	2.30
Total Dept 901 - CAPITAL OUTLAY		585,000.00	13,479.21	13,479.21	571,520.79	2.30
TOTAL EXPENDITURES		2,160,762.00	411,985.07	177,563.69	1,748,776.93	19.07

PERIOD ENDING 09/30/2018

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2018-19 AMENDED BUDGET	YTD BALANCE 09/30/2018 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 09/30/2018 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 599 - WASTEWATER FUND						
Fund 599 - WASTEWATER FUND:						
	TOTAL REVENUES	2,160,762.00	473,958.68	207,133.11	1,686,803.32	21.93
	TOTAL EXPENDITURES	2,160,762.00	411,985.07	177,563.69	1,748,776.93	19.07
	NET OF REVENUES & EXPENDITURES	0.00	61,973.61	29,569.42	(61,973.61)	100.00
Fund 661 - FLEET MAINTENANCE FUND						
Revenues						
Dept 000 - 214						
661-000-664.664	INTEREST INCOME	0.00	3,686.49	2,404.55	(3,686.49)	100.00
661-000-664.669	EQUIPMENT RENTAL	700,000.00	164,439.23	46,608.84	535,560.77	23.49
661-000-695.699	APPROPRIATION OF FUND BALANCE	350,200.00	0.00	0.00	350,200.00	0.00
Total Dept 000 - 214		1,050,200.00	168,125.72	49,013.39	882,074.28	16.01
TOTAL REVENUES		1,050,200.00	168,125.72	49,013.39	882,074.28	16.01
Expenditures						
Dept 891 - FLEET MAINTENANCE						
661-891-702.200	WAGES	69,662.00	14,269.14	3,326.21	55,392.86	20.48
661-891-703.000	OTHER COMPENSATION	0.00	4,877.48	2,008.16	(4,877.48)	100.00
661-891-715.000	SOCIAL SECURITY (FICA)	3,723.00	1,164.82	380.44	2,558.18	31.29
661-891-716.000	FRINGES	17,000.00	2,800.95	205.92	14,199.05	16.48
661-891-716.100	HEALTH INSURANCE	17,970.00	4,473.09	1,491.03	13,496.91	24.89
661-891-716.200	DENTAL INSURANCE	514.00	118.08	38.82	395.92	22.97
661-891-716.300	OPTICAL INSURANCE	64.00	15.09	5.03	48.91	23.58
661-891-716.400	LIFE INSURANCE	82.00	19.80	6.60	62.20	24.15
661-891-717.000	UNEMPLOYMENT INSURANCE	20.00	0.00	0.00	20.00	0.00
661-891-718.000	RETIREMENT	21,543.00	7,755.42	2,527.65	13,787.58	36.00
661-891-719.000	WORKERS' COMPENSATION	1,089.00	436.00	0.00	653.00	40.04
661-891-728.000	OPERATING SUPPLIES	3,000.00	378.66	243.80	2,621.34	12.62
661-891-751.000	GAS & OIL	1,700.00	6,471.24	2,102.63	(4,771.24)	380.66
661-891-801.000	PROFESSIONAL SERVICES: ADMINISTRATIVE	1,000.00	0.00	0.00	1,000.00	0.00
661-891-810.000	INSURANCE & BONDS	27,000.00	19,383.54	6,461.18	7,616.46	71.79
661-891-833.000	EQUIPMENT MAINTENANCE	70,000.00	6,468.13	3,579.20	63,531.87	9.24
661-891-860.000	EDUCATION & TRAINING	500.00	0.00	0.00	500.00	0.00
661-891-899.101	GF CONTRIBUTION	31,000.00	6,777.75	2,259.25	24,222.25	21.86
Total Dept 891 - FLEET MAINTENANCE		265,867.00	75,409.19	24,635.92	190,457.81	28.36
Dept 901 - CAPITAL OUTLAY						
661-901-979.000	COL-EQUIPMENT	784,333.00	0.00	0.00	784,333.00	0.00
Total Dept 901 - CAPITAL OUTLAY		784,333.00	0.00	0.00	784,333.00	0.00
TOTAL EXPENDITURES		1,050,200.00	75,409.19	24,635.92	974,790.81	7.18
Fund 661 - FLEET MAINTENANCE FUND:						

PERIOD ENDING 09/30/2018

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GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	09/30/2018 NORMAL (ABNORMAL)	MONTH 09/30/2018 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 661 - FLEET MAINTENANCE FUND						
	TOTAL REVENUES	1,050,200.00	168,125.72	49,013.39	882,074.28	16.01
	TOTAL EXPENDITURES	1,050,200.00	75,409.19	24,635.92	974,790.81	7.18
	NET OF REVENUES & EXPENDITURES	0.00	92,716.53	24,377.47	(92,716.53)	100.00
	TOTAL REVENUES - ALL FUNDS	28,534,650.00	6,548,786.38	4,401,423.95	21,985,863.62	22.95
	TOTAL EXPENDITURES - ALL FUNDS	28,534,650.00	6,132,170.78	2,286,277.72	22,402,479.22	21.49
	NET OF REVENUES & EXPENDITURES	0.00	416,615.60	2,115,146.23	(416,615.60)	100.00



200 OTTAWA AVENUE NW, SUITE 1000  
GRAND RAPIDS, MICHIGAN 49503-2427  
TELEPHONE: (616) 458-1300  
FACSIMILE: (844) 670-6009  
<http://www.dickinsonwright.com>

RONALD A. BULTJE  
RBultje@dickinsonwright.com  
(616) 336-1007

**LETTER OF LIMITED ENGAGEMENT**

October 19, 2018

*Via Email Only*

Owosso, City of  
Attention: Nathaniel R. Henne, Manager

[nathan.henne@ci.owosso.mi.us](mailto:nathan.henne@ci.owosso.mi.us)

**Re: Proposal 18-1 ("Proposal 1")  
Michigan Regulation and Taxation of Marihuana Act (the "Act")**

Dear Mr. Henne:

Next month, voters in the State of Michigan will be asked to vote on Proposal 1. If Proposal 1 passes, the Act will take effect ten days after the election results are certified.

Your municipality has indicated a desire to participate in a consortium of local governmental units seeking direction to the many questions and issues that will arise if the Act takes effect. Dickinson Wright has been asked to offer its legal services to those local units of government in the consortium.

To formalize your desire to be part of the consortium of local units of government, and to establish a relationship between your municipality and Dickinson Wright, we are asking that you sign this letter of limited engagement and return it to us as soon as possible, with a payment of \$700.00. Scanning the document and emailing it to us is perfectly acceptable.

For those local units of government that opt in to this consortium and request services from us, we will provide the following:

1. A sample ordinance by which a local unit of government may prohibit marijuana establishments within its borders;
2. A discussion of options and issues to consider if a local unit of government alternatively wants to regulate marijuana establishments within its borders (there are far too many variables for us to attempt to prepare a model ordinance for that purpose);
3. Advice regarding employment relationships with the employees of a local unit of government;
4. Advice regarding sellers of marijuana paraphernalia in a local unit whether or not the local unit prohibits marijuana establishments; and
5. A regulatory or police power ordinance that a local unit of government may wish to consider regarding the use and possession of marijuana.

Consortium Member  
October 19, 2018  
Page 2

We will not wait to see if Proposal 1 passes before we begin our work. Rather, we have already begun work on these issues and will be prepared to provide you with the results of our work before or promptly after the election, before the Act would take effect if Proposal 1 passes. Even if Proposal 1 does not pass, we will still provide you with our work product.

This letter of limited engagement, and the payment of the required fee, will entitle your municipality to receive our work product as summarized above. In the event your municipality seeks additional services from us after we provide you our work product, we will need to negotiate the terms of those additional services at that time. Otherwise, our limited engagement under the terms of this letter will conclude upon the delivery of our work product.

Finally, we must disclose that our firm does provide certain services to clients involved in the medical cannabis industry who may wish to expand their business to include recreational cannabis if Proposal 1 passes. We do not currently have a legal conflict of interest that would preclude us from representing your municipality.

We thank you for your consideration of this matter and look forward to hearing from and working with you.

Very truly yours,  
DICKINSON WRIGHT PLLC

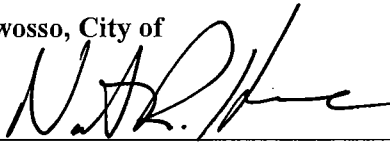


Ronald A. Bultje

RAB/skc

**ACKNOWLEDGMENT OF LIMITED ENGAGEMENT**

Owosso, City of



Signature of Authorized Representative



Print Name and Title of Authorized Representative

Dated: Oct 23, 2018

GRAPIDS 57570-1 527043v1



**MINUTES**  
**REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS**  
**CITY OF OWOSSO**  
**OCTOBER 16, 2018 AT 9:30 A.M.**  
**CITY COUNCIL CHAMBERS**

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

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

**MEMBERS PRESENT:** Chairman Randy Horton, Board Members Matthew Grubb and Tom Taylor

**MEMBERS ABSENT:** Vice-Chairman Christopher Eveleth, Board Member Kent Telesz and Alternate John Horvath

**OTHERS PRESENT:** Ms. Amy Cyphert, Assistant City Manager and Director of Community Development; Kristina Bajtko, Amor Signs and Jim Wenzlick, Facilities Director Baker College

**AGENDA:**

**IT WAS MOVED BY BOARD MEMBER GRUBB AND SUPPORTED BY BOARD MEMBER TAYLOR TO APPROVE THE AGENDA FOR THE OCTOBER 16, 2018 REGULAR MEETING AS PRESENTED. YEAS: ALL. MOTION CARRIED.**

**MINUTES:**

**IT WAS MOVED BY BOARD MEMBER GRUBB AND SUPPORTED BY BOARD MEMBER TAYLOR TO APPROVE THE MINUTES OF SEPTEMBER 18, 2018 AS PRESENTED. YEAS: ALL. MOTION CARRIED.**

**OLD BUSINESS:** - Board Elections

**IT WAS MOVED BY BOARD MEMBER TAYLOR AND SUPPORTED BY BOARD MEMBER GRUBB TO TABLE THE BOARD ELECTIONS. YEAS: ALL. MOTION CARRIED.**

**NEW BUSINESS/PUBLIC HEARINGS:**

**APPLICANT:** Amor Signs on behalf of Baker College

The applicant is proposing to update signage throughout the existing Baker College campus. Listed below are the proposed signage changes, ordinance sections and variance requests:

**PARCEL:** 050-115-005-005-00  
**PROPERTY ZONING:** R-1 – One-family residential district  
**LOCATION OF APPEAL:** 1020 S. Washington St, Owosso, MI 48867

**PARCEL:** 050-548-000-008-00  
**PROPERTY ZONING:** B-1 – Local business district  
**LOCATION OF APPEAL:** 1301 S. Shiawassee St, Owosso, MI 48867

The applicant is proposing to update and add directional welcome signs at the entrances to the campus totaling 8 directional signs. Each proposed sign is 5.5 feet tall and 14 square feet in area. *Sec. 26-21 Specific sign standards (1) states Directional signs.* No more than one (1) directional sign shall be permitted for each approved driveway, with a maximum sign area of four (4) square feet per sign, and a maximum height of four (4) feet. Any directional sign which includes a business name, symbol or logo shall be calculated as part of the allowable sign square footage, as specified in the sign dimensional standards and regulations table. A 1.5 foot height variance and a 10 square foot variance are being requested for each directional welcome sign.

**PARCEL:** 050-115-005-005-00  
**PROPERTY ZONING:** R-1 – One-family residential district  
**LOCATION OF APPEAL:** 1020 S. Washington St, Owosso, MI 48867

The applicant is proposing to update the sign at the corner of Gute Street and Washington Street. The proposed sign is 13.3 feet high and 86 square feet in area. *Sec. 26-21 Specific sign standards state a ground sign is permitted in the R-1 zoning district with a maximum height of 6 feet and a maximum area per sign face of 24 square foot.* A 7.3 foot height variance and a 62 square foot variance are being requested for the sign at Gute Street and Washington Street.

**PARCEL:** 050-548-000-011-00  
**PROPERTY ZONING:** P-1 – Vehicular parking district  
**LOCATION OF APPEAL:** S. Shiawassee St, Owosso, MI 48867

The applicant is proposing to update the sign along M-52. The proposed sign is 13.3 feet high, 86 square feet and includes an electronic message board. *Sec. 38-333 required conditions of the P-1 district states (5) No signs of any kind, other than signs designating entrances, exits and conditions of use, shall be maintained on such parking area.* A variance is being requested to allow a 13.3 feet high, 86 square feet sign that includes an electronic message board on a parcel of land zoned P-1.

**PARCEL:** 050-548-000-008-00  
**PROPERTY ZONING:** B-1 – Local business district  
**LOCATION OF APPEAL:** 1301 S. Shiawassee St, Owosso, MI 48867

The applicant is updating the directional sign for the Welcome Center. The proposed sign is 5.5 feet tall and 14 square feet in area. *Sec. 26-21 Specific sign standards (1) states Directional signs.* No more than one (1) directional sign shall be permitted for each approved driveway, with a maximum sign area of four (4) square feet per sign, and a maximum height of four (4) feet. Any directional sign which includes a business name, symbol or logo shall be calculated as part of the allowable sign square footage, as specified in the sign dimensional standards and regulations table. A 1.5 foot height variance and a 10 square foot variance are being requested for the directional Welcome Center sign.

### **FINDINGS OF FACT AND CONCLUSIONS**

**The following documents were reviewed and considered by the Zoning Boards of Appeals in reaching its decision, in addition to the comments made by Applicant, members of the public, and members of the Board:**

1. Application with photos of proposed signs
2. Representatives from Amor Signs and Baker College
3. Received an email from Julie Good, 22 Prindle St. Chairman Horton read the email and the concerns of Ms. Good along with the response of Ms. Cyphert indicating property values will not go down due to the new signage and the concerns of the high beam lights shining into Ms. Good's home. Ms. Cyphert contacted Jim Wenzlick, Facilities Director for Baker College and the problem of the direction of the lights was corrected.
4. Board discussed

**Upon motion of Member Grubb, seconded by Member Taylor,** the following findings, conclusions, decisions, and conditions were adopted by the Board as its decision on the above variance. The applicant **does** meet the applicable nine (9) facts of findings:

**a. Basic Conditions 1-9 in order for the variance to be granted.**

**Factor 1: (Section 38-504(3) a.1.)** "Will not be contrary to the public interest or to the intent and purpose of this chapter."

The Board finds that Section 38-504(3) a.1. has been met for the following reasons: The parcels are in a residential zoned district, of which has more strict sign language.

**Factor 2: (Section 38-504(3) a.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.”

The Board finds that Section 38-504(3) a.2. Does not apply

**Factor 3: (Section 38-504(3) a.3.)** “Is one that is unique and not shared with other property owners.”

The Board finds that Section 38-504(3) a.3. has been met for the following reasons: No proposed signage will encroach on neighboring properties

**Factor 4: (Section 38-504(3) a.4.)** “Will relate only to property that is under control of the applicant.”

The Board finds that Section 38-504(3) a.4. has been met for the following reasons: There will not be shared use of the signs

**Factor 5: (Section 38-504(3) a.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.”

The Board finds that Section 38-504(3) a.5. has been met for the following reasons: The parcels are zoned residential. This provides a unique challenge for the campus as a not-for-profit, tuition driven educational institution that requires appropriate signage, similar to for-profit businesses.

**Factor 6: Section 38-504(3) a.6.)** “Was not created by action of the applicant (i.e., that it was not self-created.)

The Board finds that Section 38-504(3) a.6. has been met for the following reasons: The applicant has not created this situation

**Factor 7: Section 38-504(3) a.7.)** “Will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets or increase the danger of fire or endanger the public safety.”

The Board finds that Section 38-504(3) a.7. has been met for the following reasons: The signage will reduce the total square footage by 500 sf and reduce the number of signs by 36.

**Factor 8: Section 38-504(3) a.8.)** “Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district in which the property of the applicant is located.”

The Board finds that Section 38-504(3) a.8. has been met for the following reasons: The signs are more modern and provide a cleaner look and have no effect on property values.

**Factor 9: Section 38-504(3) a.9.)** “Is applicable whether a grant of the variance 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.”

The Board finds that Section 38-504(3) a.9. has been met for the following reasons: The parcels are zoned residential and puts significant constraints on the Applicant to act and operate like a business.

***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 parcel of land.”

The Board finds that Section 38-504(3) b.1. has been met for the following reasons: Difficulties in terms of use and zoning. Multiple zoning districts to include (2) R-1, (2) B-1 and (1) P-1.

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

***The request for a variance for all parcels applied for is approved for the above reasons.***

The following are imposed as conditions upon grant of the variance:

***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.***

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

AYES: BOARD MEMBERS GRUBB AND TAYLOR AND CHAIRMAN HORTON  
NAYS: NONE

**OTHER BOARD BUSINESS:**

The sign ordinance amendments are on the Planning Commission agenda for October 22, 2018, possible Public Hearing in November.

**PUBLIC COMMENTS AND COMMUNICATIONS**  
NONE

**ADJOURNMENT:**

**MOTION BY BOARD MEMBER TAYLOR AND SUPPORTED BY BOARD MEMBER GRUBB TO ADJOURN AT 10:25 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, NOVEMBER 20, 2018, IF ANY REQUESTS ARE RECEIVED.**  
**YEAS: ALL. MOTION CARRIED.**

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Matthew Grubb, Secretary

**MINUTES  
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, OCTOBER 22, 2018 – 6:30 P.M.**

- CALL TO ORDER:** Chairman Wascher called the meeting to order at 6:30 p.m.
- PLEDGE OF ALLEGIANCE:** Recited
- ROLL CALL:** Tanya Buckelew
- MEMBERS PRESENT:** Chairman Wascher, Vice-Chair Livingston, Secretary Janae Fear, Commissioners Kirkland, Lafferty, and Taylor
- MEMBERS ABSENT:** Commissioners Adams, Jenkins and Law
- OTHERS PRESENT:** Assistant City Manager Amy Cyphert, Dale Frasier, 22 Corunna Ave, D & L Auto Sales

**APPROVAL OF AGENDA:**  
**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE AGENDA FOR OCTOBER 22, 2018.**

**YEAS ALL. MOTION CARRIED.**

**APPROVAL OF MINUTES:**  
**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES FOR THE AUGUST 27, 2018 MEETING.**

**YEAS ALL. MOTION CARRIED.**

**OLD BUSINESS:**

- 1. Review of Proposed Amendments to Chapter 26 – Sign Ordinance and provide edits and/or schedule a public hearing for November meeting**

Ms. Cyphert presented the board with a “red-lined” version of the Sign Ordinance to show what would be potentially removed and added. Recent legal cases outcomes on content neutral wording and other revisions are being requested.

The draft amendments to the Sign Ordinance include, but are not limited to the following:

- Powers duties, decision period, grounds for variances and public hearing requirements for the Board of Appeals
- Updates to the definitions
- Requirements for pole signs
- Signage requirements for the OS-1, P1 and C-OS zoning districts that were omitted in the 2017 revisions
- Updated graphics
- Additional prohibited signs
- Additional permit exempt signs

- Revisions to address context based signage
- Spelling and clarifications revisions
- Private sign regulations within business, medical and educational campuses
- Addressing signage within the Historic District
- Revisions to make formatting of each article within the chapter match

Additional amendments were discussed and include the following:

- Community special event sign – look into further, possibly keep
- Outline tubing sign – LED keep or remove
- Portable sign – remove the proposed wording and either replace with a new definition or eliminate completely
- Prohibited signs – remove Feather or flutter signs
- Prohibited signs – remove Outline tubing signs – LED
- Public Off-Premise directional Signs was discussed and what would cover an organization like the Chamber of Commerce
- Temporary signs – need further clarification as to only allowed 1 time per year, 1 every 3 months
- Create a Westown district similar to the downtown district
- Non-conforming signs – should the original square footage numbers be added in the amendment or require a variance for upgraded signs that would not meet the new ordinance.

Ms. Cyphert will present the requested changes at the November meeting

**NEW BUSINESS:** none

**OTHER BOARD BUSINESS:**

2. Appointment of Four Planning Commissioners to the Mater Plan-Sub-committee

The Master Plan kick off meeting is October 24, 2018 at 3 pm. Janae Fear, Frank Livingston and Tom Taylor have volunteered to be on the committee.

3. Discussion of Sec 38-197 (11) (6), Sec 38-217 (4), Sec 38-242 (9) (6), Sec 38-267 (10) (6), Sec 38-292 (11) Review of buffer zone requirements for provisioning centers.

Buffer zones were discussed and the intent of the measuring from residentially zoned property. The current language in the ordinance and would define the 100' measurement from property lines. The Board's intent was to measure "front door to front door." An amendment would need to be made to the ordinance to measure from real property.

Additional discussion was held regarding the distance between provisioning centers as the board does not agree with the possibility that potentially all 4 provisioning center licenses could be in the same location. The Boards intent was for them to be spaced out throughout the city. It was suggested to add to the ordinance, a buffer zone of 100' between provisioning centers.

Amendments and possible public hearing will be set for the November meeting.

**MOTION BY COMMISSIONER KIRKLAND, SUPPORTED BY SECRETARY FEAR TO RECOMMEND TO COUNCIL TO DELAY THE 30 DAY APPLICATION WINDOW FOR PROVISIONING CENTERS UNTIL AMENDMENTS TO THE MEDICAL MARIHUANA ORDINANCE ARE COMPLETED.**

**RCV**

**YEAS: SECRETARY FEAR, COMMISSIONERS KIRKLAND AND LAFFERTY, VICE-CHAIR LIVINGSTON, COMMISSIONER TAYLOR AND CHAIRMAN WASCHER**

**NAYS: NONE**

**MOTION CARRIED.**

4. Discussion on Sec 393 and 38-292 (4) Outdoor storage height and screening requirements.

Staff is looking to amendment to the outdoor storage height and screening requirements. The amendments will be presented at the November meeting.

**PUBLIC COMMENTS AND COMMUNICATIONS:**

Dale Frasier, 211 Corunna Ave and owner of D & L Auto Sales expressed his concerns over his pennant type signs/flags over his parking lot. He was notified by Code Enforcement to remove them and they are not allowed in the current ordinance. Mr. Frasier stated he has had those types of signs up for over 15 years, so why now are they a problem.

The Board was in support of allowing festoons based on the above comments.

**ADJOURNMENT:**

**MOTION BY COMMISSION TAYLOR, SUPPORTED BY VICE-CHAIR LIVINGSTON TO ADJOURN AT 8:25 P.M. UNTIL THE NEXT MEETING ON November 26, 2018.**

**YEAS ALL, MOTION CARRIED.**

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Janae L. Fear, Secretary