

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, SEPTEMBER 08, 2020  
7:30 P.M.**

**Virtual Meeting**

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 17, 2020:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

1. Rezoning - N. Washington Street. Conduct a public hearing to receive citizen comment regarding the rezoning of the property on North Washington Street from RM-1, Multiple Family Residential District – Low Rise, to RM-1, Multiple Family Residential District – Low Rise with Planned Unit Development (PUD) overlay.

**CITIZEN COMMENTS AND QUESTIONS**

**CITY MANAGER REPORT**

1. Project Status Report.

**CONSENT AGENDA**

1. First Reading and Set Public Hearing – Ordinance Amendment. Conduct first reading and set a public hearing for Monday, September 21, 2020 at 7:30 p.m. to hear citizen comment regarding the proposed amendment to Section 2-242, *Members; appointment, terms, voting, officers*, of Chapter 2, Administration, of the Code of Ordinances of the City of Owosso to allow commission members to live outside the City limits.

2. Memorial Healthcare Foundation Drive-Through Fundraiser Permission. Approve the application of the Memorial Healthcare Foundation for use of Cass Street from Shiawassee Street to Cedar Street from 5:00 p.m. to 7:30 p.m. Thursday, September 10, 2020 for a drive-through fundraiser, and authorize Traffic Control Order No. 1438 formalizing the action.
3. OMS/DDA RLF Loan Funding Approval – 116 W. Main Street. Approve the application from Woodworth Commercial, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$32,582.16 for office equipment and furniture associated with the 2nd floor redevelopment of their property located at 116 W. Main Street.
4. Change Order – 2020 Street Patches Program. Approve Change Order No. 2 to the contract with Smith Sand & Gravel for the 2020 Street Patches Program, adding \$15,669.35 for an additional street patch on North Street due to a water main break, and authorize payment up to the contract amount plus Change Order Nos. 1 & 2 upon satisfactory completion of the work or portion thereof.
5. Change Order – 2020 Street Program – Engineering Services. Approve Change Order No. 1 to the contract with OHM Advisors for additional construction administration services in the amount of \$66,698.00 and authorize payment up to the contract amount plus Change Order No. 1 upon satisfactory completion of the work or portion thereof.
6. Addendum No. 7 – WWTP SAW Grant Engineering Services Contract. Approve Addendum No. 7 to the WWTP SAW Grant Engineering Services Contract for the provision of engineering design and construction administration services for the replacement of solids handling process equipment at the WWTP in the amount of \$145,000.00, and further approve payment upon satisfactory completion of the work or portion thereof.
7. Purchase Authorization - Road Salt. Waive competitive bidding requirements, authorize purchase order with The Detroit Salt Company, LLC, via State of Michigan Contract No. 171-180000000768, in the amount of \$80,696.00 for delivery of 1400 tons of road salt at \$57.64/ton to be delivered as needed during the 2020-21 contract period, and further authorize payment up to \$80,696.00 upon satisfactory receipt of the product.
8. Bid Award – Demolition and Transportation – J&H Oil. Approve bid award to Inner City Contracting, LLC for the demolition of existing buildings on the J&H Oil site and transportation and disposal of non-hazardous contaminated soil and demolition waste from the site in the amount of \$81,360.00 to be paid from District #20 J&H Oil OBRA Fund 277.
9. Warrant No. 589. Authorize Warrant No. 589 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance- 2 <sup>nd</sup> of 3 installments for FY 20/21	Various	\$64,067.75

10. Check Register – August 2020. Affirm check disbursements totaling \$1,925,781.66 for August 2020.

### **ITEMS OF BUSINESS**

1. Easement Acceptance. Consider acceptance of a permanent easement from Fields Manufacturing for construction and maintenance of the private storm sewer line at 520 S. Gould Street in the amount of \$1.00.

## **COMMUNICATIONS**

1. Justin Sprague, CIB Planning. Communications regarding Planning Commission study to allow chickens.
2. Cheryl A. Grice, Finance Director. Revenue & Expenditure Report – July 2020.
3. Employees' Retirement System Board. Minutes of June 24, 2020.
4. Downtown Development Authority/Main Street. Minutes of August 5, 2020.
5. Owosso Historic District Commission. Minutes of August 12, 2020.
6. Planning Commission. Minutes of August 24, 2020.
7. Parks & Recreation Commission. Minutes of August 26, 2020.

## **NEXT MEETING**

Monday, September 21, 2020

## **BOARDS AND COMMISSIONS OPENINGS**

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020  
Building Board of Appeals – Alternate - term expires June 30, 2022  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Brownfield Redevelopment Authority – term expires June 30, 2022  
Historical Commission – 2 terms expire December 31, 2020

## **ADJOURNMENT**

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

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

The Owosso City Council will conduct a virtual meeting September 8, 2020 that is consistent with Gov. Gretchen Whitmer's executive directive regarding public meetings during the COVID-19 pandemic.

**OWOSSO CITY COUNCIL  
TUESDAY, September 8, 2020  
at 7:30 p.m.**

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

- **Join Zoom Meeting:**  
<https://us02web.zoom.us/j/87514224274?pwd=YjZRZXVNY0dWck9lR3h1cEx0TVI1dz09>
- **Meeting ID: 875 1422 4274**
- **Password: 031549**
- **One tap mobile**
  - +16465588656,,87514224274#,,,,,0#,,031549# US (New York)
  - +13017158592,,87514224274#,,,,,0#,,031549# US (Germantown)
- **Dial by your location**
  - +1 312 626 6799 US (Chicago)
  - +1 646 558 8656 US (New York)
  - +1 301 715 8592 US (Germantown)
  - +1 346 248 7799 US (Houston)
  - +1 669 900 9128 US (San Jose)
  - +1 253 215 8782 US (Tacoma)
- **For video instructions visit:**
  - o Signing up and Downloading Zoom <https://youtu.be/gsy2Ph6kSf8>
  - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
  - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website.**

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on September 8, 2020 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

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

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

**CITY OF OWOSSO  
REGULAR VIRTUAL MEETING OF THE CITY COUNCIL  
MINUTES OF AUGUST 17, 2020  
7:30 P.M.**

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

**OPENING PRAYER:** COUNCILMEMBER JEROME C. HABER

**PLEDGE OF ALLEGIANCE:** MAYOR CHRISTOPHER T. EVELETH

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

**ABSENT:** None.

**APPROVE AGENDA**

Motion by Councilmember Fear to approve the agenda with the following addition to the Consent Agenda:

9. Lebwosky Center Street Closure Permission.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 3, 2020**

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of August 3, 2020 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

Eddie Urban, 601 Glenwood Avenue, said he had heard his neighbors complaining about the Corunna dam being taken out and wanted people to know that the City did what it did because they could not raise enough money to complete the full project as intended.

City Manager Nathan R. Henne said an application had been submitted for grant funding related to COVID supplies and services for the Public Safety Department. He also noted that the Federal government will be releasing census data in July 2021, the Planning Commission is continuing to discuss the latest master plan (comments are being sought), and the group is also looking at whether to allow back yard chickens within the City limits.

## **CONSENT AGENDA**

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

**OMS/DDA RLF Loan Funding Approval – 108 E. Exchange Street.** Approve the application from 108 E. Exchange, Owosso, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$1,500.00 for architectural services associated with the 1<sup>st</sup> and 2<sup>nd</sup> floor redevelopment of their property located at 108 E. Exchange Street as follows:

### **RESOLUTION NO. 109-2020**

#### **RESOLUTION AUTHORIZING THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO 108 E. EXCHANGE, OWOSSO, LLC. FOR ARCHITECTURAL WORK AT 108 E. EXCHANGE STREET, OWOSSO, MI 48867**

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

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

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

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

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

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

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

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

SECOND: The accounts payable department is authorized to release said funds to borrower.

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

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

**Contract Amendment – Groundwater Resource Evaluation Contract.** Consider Amendment No. 1 to Addendum No. 11, Groundwater Resource Evaluation Contract, with OHM Advisors adding \$15,340.00 for additional engineering services to expand the Hintz Road and Osburn Lakes wellfields, and authorize payment up to \$106, 340.00 as follows:

**RESOLUTION NO. 110-2020**

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

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

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

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

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

**Change Order – 2020 Street Patches Program.** Approve Change Order No. 1 to the contract with Smith Sand & Gravel for the 2020 Street Patches Program, adding \$25,761.20 for additional street patches due to water main breaks and sewer failures, and authorize payment up to the contract amount plus Change Order No. 1 upon satisfactory completion of the work or portion thereof as follows:

**RESOLUTION NO. 111-2020**

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

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

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

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

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

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

**Emergency Repair Authorization – North Clarifier Main Shaft Bearing.** Approve emergency repair and replacement of the main shaft bearings in the North Clarifier at the Water Treatment Plant in the amount of \$13,400.00, authorize a contingency amount of \$1,500.00, and further authorize payment to the vendor up to \$14,900.00 with prior written approval as follows:

#### **RESOLUTION NO. 112-2020**

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

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

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

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

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with WesTech, Incorporated of Ames, Iowa for emergency repair services of the North Clarifier located at the Water Treatment Plant, and to waive the competitive solicitation process as normally required by the city purchasing policy.
- SECOND: The mayor and/or city clerk are instructed and authorized to sign the purchase services agreement as prepared by the city clerk.



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

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

**Bid Award – Test Well Drilling.** Authorize bid award to Northern Pump & Well, Inc. for well drilling services for two test wells in the amount of \$22,360.00, further authorize a contingency of \$2,500.00 to be utilized upon written consent, and approve payment of up to \$24,860.00 to the contractor upon satisfactory completion of the work as follows:

**RESOLUTION NO. 113-2020**

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

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

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

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

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Northern Pump & Well for test well drilling services at not more than two locations.

SECOND: The accounts payable department is authorized to submit payment to Northern Pump & Well an amount not to exceed \$22,360.00, plus contingency in the amount of \$2,500.00 with prior written authorization, for a total of \$24,860.00.

THIRD: The above expenses shall be paid from account no. 591-553-818.000.

**Warrant No. 588.** Authorize Warrant No. 588 as follows:

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

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

**Lebowsky Center Street Closure.** (This item was added to the agenda.) Approve application from the Lebowsky Center for the closure of the 100 block of South Park Street from 12:00 a.m. Thursday, September 10, 2020 through 12:00 p.m. Saturday, September 12, 2020 and authorize Traffic Control Order No. 1437 formalizing the action.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **ITEMS OF BUSINESS**

#### **OMS/DDA RLF Loan Funding Approval – Electric Vehicle Charging Station Installation**

Significant discussion was held with a majority of Councilmembers expressing concern with the proposed location of the charging station.

Motion by Councilmember Pidek to approve the application from the OMS/DDA requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$34,257.00 to serve as the match dollars for a PowerMIDrive grant to install an electric car charging station in the downtown, contingent on Council's approval of any additional costs related to the location, as follows:

#### **RESOLUTION NO. 114-2020**

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

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

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

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

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

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

FIRST: The City of Owosso approves the loan of \$34,257.00 to the Owosso Main Street/DDA to use as local matching dollars associated with the Consumers Energy PowerMIDrive grant- according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual, contingent on Council approval of any additional costs related to the location.

SECOND: The accounts payable department is authorized to issue funds in the amount of \$34,257.00 to the OMS/DDA for said grant.

Motion supported by Councilmember Bailey.

Roll Call Vote.

AYES: Councilmembers Pidek, Haber, Fear, Bailey, and Mayor Eveleth.

NAYS: Councilmember Law and Mayor Pro-Tem Osika.

Motion passes.

### **MML Annual Meeting Delegate**

Motion by Mayor Pro-Tem Osika to designate Councilmember Nicholas Pidek as the City's official representative for the MML Annual Meeting.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

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

Council discussed their preferred format for the evaluation. It was determined there would not be enough time to conduct the usual 360° review in time for the August 31<sup>st</sup> meeting. As such the 5<sup>th</sup> Monday meeting for August was considered canceled and the review scheduled to take place at the second meeting in September.

### **Closed Session**

Motion by Councilmember Bailey to approve holding closed session after the conclusion of Communications for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **COMMUNICATIONS**

James Woodworth, DDA/Main Street Board. Letter of resignation.  
N. Bradley Hissong, Building Official. July 2020 Building Department Report.  
N. Bradley Hissong Building Official. July 2020 Code Violations Report.  
N. Bradley Hissong Building Official. July 2020 Certificates Issued Report.  
N. Bradley Hissong Building Official. July 2020 Inspection Report.  
Kevin D. Lenkart, Public Safety Director. July 2020 Police Report.  
Kevin D. Lenkart, Public Safety Director. July 2020 Fire Report.  
Retirement Board. Minutes of April 22, 2020; May 5, 2020; May 12, 2020.  
Zoning Board of Appeals. Minutes of June 16, 2020.  
Downtown Development Authority/Owosso Main Street. Minutes of July 8, 2020.  
Parks & Recreation. Minutes of July 22, 2020.  
Planning Commission. Minutes of July 27, 2020.

**THE COUNCIL ADJOURNED TO CLOSED SESSION AT 8:23 P.M.**

**THE COUNCIL RETURNED FROM CLOSED SESSION AT 8:57 P.M.**

**APPROVAL OF THE MINUTES OF THE CLOSED SESSION OF NOVEMBER 4, 2019**

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of November 4, 2019 as presented.

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

**NEXT MEETING**

Tuesday, September 08, 2020

**BOARDS AND COMMISSIONS OPENINGS**

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020  
Building Board of Appeals – Alternate - term expires June 30, 2022  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Brownfield Redevelopment Authority – term expires June 30, 2022  
Historical Commission – 2 terms expire December 31, 2020

**ADJOURNMENT**

Motion by Councilmember Fear for adjournment at 8:58 p.m.

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

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk



## **MEMORANDUM**

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

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**DATE:** September 3, 2020  
**TO:** City Council  
**FROM:** Nathan Henne, City Manager  
**SUBJECT:** Rezoning of N Washington Street

### **RECOMMENDATION:**

For the purpose of allowing for public comment, I am requesting a public hearing for September 8, 2020 to receive citizen comment regarding request to rezone the parcel commonly known as N. Washington from RM-1 Multiple-Family Residential District-Low Rise to RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay.

### **BACKGROUND:**

The Planning Commission, after mailing notices and holding a public hearing, voted at its regular meeting on May 26, 2020 to recommend rezoning the aforementioned parcel. Further, staff recommends approval of this petition to rezone property as submitted subject to the ordinance reading and public hearing process.

The City Council, after holding a public hearing on July 20, 2020, voted to approve the rezoning request.

**It has been determined that while the notices did go out to City parcel owners within 300 feet of this property, the parcel owners in Owosso Charter Township (also within 300 feet) were inadvertently left out of receiving this notice.**

### **FISCAL IMPACTS:**

Rezoning should not pose any fiscal impacts.

#### Contents of Packet:

Memo - New; 1 pg

Resolution - Original; 1 pg

Feedback from residents - New; 9 pgs

Application & Plans - Original; 17 pgs

**RESOLUTION NO.**

**TO SET A PUBLIC HEARING TO CONSIDER AMENDING CHAPTER 38 ZONING  
OF THE CODE OF ORDINANCES TO REZONE THE PARCEL ON THE  
SW CORNER OF N. WASHINGTON & WESLEY STREETS  
AND AMEND THE ZONING MAP**

WHEREAS, the city council of the city of Owosso received a petition from Bailey Park Homes, L3C, developer of the real property identified as N. Washington Street, parcel number 050-535-000-001-00 to rezone the parcel from RM-1 Multiple-Family Residential District-Low Rise to RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay; and

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

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

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

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

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

Parcel Address	Current Zoning	Amended Zoning
N. Washington Street, described as follows:	RM-1 Multiple-Family Residential District-Low Rise	RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay
Parcel number: 050-535-000-001-00		
COM 358' N & 33' W OF INTER S LN SEC 12 & C/L N WASH ST TH W 231' N 6' W 133.7' N 279' E 364.21' S 284' TO POB PART OF SE 1/4 SE 1/4 SEC 12 T7N R2E		

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, July 20, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

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

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

For City

**OFFICIAL NOTICE OF PROPOSED REZONING**  
**VIRTUAL MEETING**

(Tuesday)

City of Owosso is inviting you to a scheduled Zoom Planning Commission meeting on May 26 @ 6:25 PM. Join Zoom Meeting

<https://us02web.zoom.us/j/85144441893?pwd=OU9Ba2JSeHF3eWV5cjEyRTbadGRadz09>

Meeting ID: 851 4444 1893 Password: 031767

One tap mobile

+13017158592,,85144441893#,,1#,031767# US (Germantown)

+13126266799,,85144441893#,,1#,031767# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 851 4444 1893

Password: 031767

A Public Hearing will be held on a proposal to rezone the property described below. The proposed rezoning would allow for the creation of a new neighborhood with traditional Owosso characteristics: pedestrian access, housing for arrangement of families, green spaces and a playground.

**APPLICANT:** #PUD 2020-01 Thomas Cook  
Anna Owens  
Bailey Park Homes, L3C *Low Price Limited Inc.*  
815 Lakeside  
Owosso MI, 48867

**PROPERTY ADDRESS:** N. Washington Street  
SW Corner of Washington and Wesley Streets

**PROPOSED REZONING:** FROM: RM-1 Multiple-Family Residential District-Low Rise  
TO: RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay

**PROPERTY DESCRIPTION:** Parcel number: 050-535-000-001-00  
Legal/Tax Description: COM 358' N & 33' W OF INTER S LN SEC 12 & C/L N WASH ST TH W 231' N 6' W 133.7' N 279' E 364.21' S 284' TO POB PART OF SE 1/4 SE 1/4 SEC 12 T7N R2E

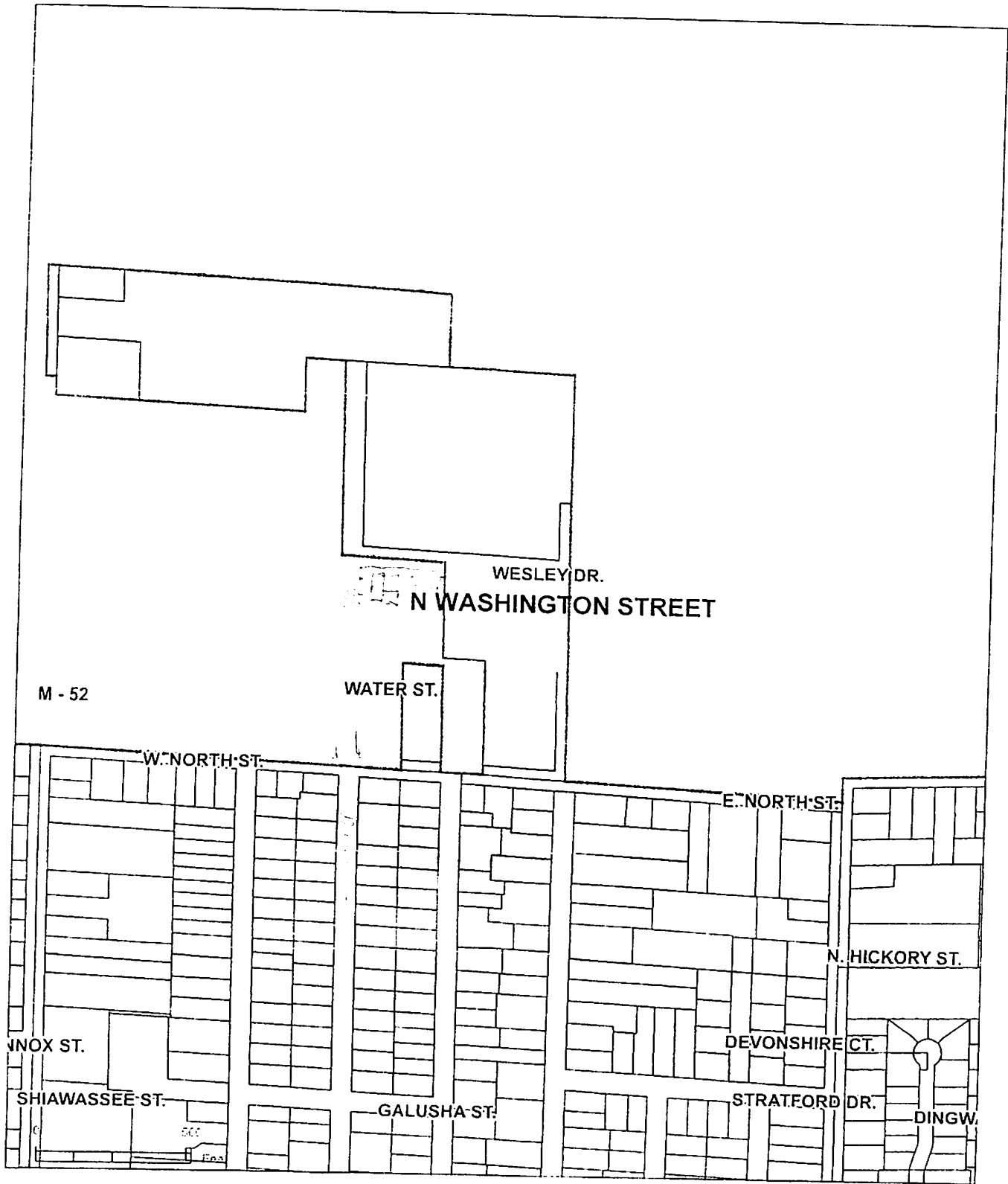
**LOT SIZE:** 2.373 acres Frontage: 364.21 feet Depth: 284.90 feet

**MEETING INFORMATION:** Owosso City Planning Commission regular meeting on Tuesday, May 26, 2020. This is a Virtual Meeting.

**WRITTEN COMMENTS:** Written comments may be submitted to the building department office at city hall or by email to [building@ci.owosso.mi.us](mailto:building@ci.owosso.mi.us) any time prior to the meeting. Further information on this case is on file in the Building Department for your review.

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

# OWOSSO





City

City

We the undersigned property owners want to express our opposition, in its current form, to the development of property located southwest of the intersection of W. Wesley Drive and North Washington St. in Owosso aka Bailey Park Homes-Washington Park. Our concerns include insufficient sewer service/drainage/water runoff capacity, disruption of the ecosystem and wildlife, inadequate infrastructure for both construction traffic and future vehicular/pedestrian traffic and activity. As property owners, we find the planned development to be clear example of **overdevelopment** for our neighborhood and will likely cause a decrease in our property values based on these and other factors.

PATRICK O'DRISCOLL 202 W. NORTH ST. 7-16-2020  
Property Owner Patrick O'Driscoll Address Date

April O'Driscoll 202 W. North St. 7-16-2020  
Property Owner April O'Driscoll Address Date

Drew Thorpe 1324 N. Washington St 7/16/20  
Property Owner Address Date

Rene Thorpe 1324 N. Washington St 7/16/20  
Property Owner Address Date

Barbara Jo Chambers 1330 N. Water 7/16/20  
Property Owner Address Date

Sandra Burke 405 W. North St. 7/16/20  
Property Owner Address Date

Mary Priesen 925 N. Park St 7/16/20  
Property Owner Address Date

Bradley 1331 N. Ball 7/16/20  
Property Owner Address Date

Russell E. Ming 1328 N BALL 7/16/20  
Property Owner Address Date

Frank Bala 119 W. North St 7-16-20  
Property Owner Address Date

Daniel L. Davis 1319 N. Washington   
Property Owner Address Date

Donald F. Quisenberry 1330 N. Water St 7/16/20  
Property Owner Address Date

CDH

# City

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<u>Robert + Teresa Klump</u> Property Owner	<u>1323 N Washington St</u> Address	<u>7-17-20</u> Date
<u>Lindsay Felner</u> Property Owner	<u>201 W North St</u> Address	<u>7-17-20</u> Date
<u>Don Delaney</u> Property Owner	<u>101 E North St</u> Address	<u>7-18-20</u> Date
<u>Don Delaney</u> Property Owner	<u>101 E North St</u> Address	<u>7-18-20</u> Date

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Address

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Date

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Property Owner

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Address

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Date

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Property Owner

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Address

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Date

Trwp.

# Township

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<u>Barbara Miculka</u>	<u>1411 N. Water St</u>	<u>7-15-2020</u>
Property Owner	Address Owosso	Date
<u>Mary Margaret Kamek</u>	<u>1410 N. Water St. Owosso</u>	<u>7/15/2020</u>
Property Owner	Address	Date
<u>John Malachuk</u>	<u>290 W. North St</u>	<u>7/15/20</u>
Property Owner	Address	Date
<u>Janeth Lemos</u>	<u>1401 N. Water St.</u>	<u>7-15-20</u>
Property Owner	Address	Date
<u>Walter Jones</u>	<u>1409 N. Washington St.</u>	<u>7-15-20</u>
Property Owner	Address	Date
<u>Hail E. Lawrence</u>	<u>207 W Wesley</u>	<u>7-15-20</u>
Property Owner	Address	Date
<u>Donald Michels</u>	<u>110 Wesley</u>	<u>7-15-20</u>
Property Owner	Address	Date
<u>Christine Michels</u>	<u>110 Wesley</u>	<u>7-15-20</u>
Property Owner	Address	Date
<u>Edna Jones</u>	<u>118 Wesley Dr</u>	<u>7-15-2020</u>
Property Owner	Address	Date
<u>Walter Jones</u>	<u>118 Wesley Dr</u>	<u>7-15-2020</u>
Property Owner	Address	Date
<u>Bruce Jones</u>	<u>118 Wesley Dr</u>	<u>7/15/2020</u>
Property Owner	Address	Date
<u>Jackie Jones</u>	<u>118 Wesley Dr</u>	<u>7-15-2020</u>
Property Owner	Address	Date

Twp

# Township

We the undersigned property owners want to express our opposition, in its current form, to the development of property located southwest of the intersection of W. Wesley Drive and North Washington St. in Owosso aka Bailey Park Homes-Washington Park. Our concerns include insufficient sewer service/drainage/water runoff capacity, disruption of the ecosystem and wildlife, inadequate infrastructure for both construction traffic and future vehicular/pedestrian traffic and activity. As property owners, we find the planned development to be clear example of **overdevelopment** for our neighborhood and will likely cause a decrease in our property values based on these and other factors.

Kathy Pettit  
Property Owner

318 W. North St Owosso  
Address Date 7/16/20

John Pettit  
Property Owner

318 W North St  
Address Date 7/18/20

Terry Hounshell  
Property Owner

1400 N. WATER  
Address Date 7/18/20

Brian Barror  
Property Owner

1410 N. Washington  
Address Date 7-18-20

Amy Barror  
Property Owner

1410 N Washington  
Address Date 7/18/20

Alicia Hutchinson  
Property Owner

1414 N Water  
Address Date 7-25-20

Timothy H. Hutchinson  
Property Owner

1414 N Water  
Address Date 7-25-2020

\_\_\_\_\_  
Property Owner

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Address

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Property Owner

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Address

\_\_\_\_\_  
Date

August 31, 2020

Attached please find my written  
STATEMENT I would like read into  
the record by City Clerk Amy Kirkland  
during the public hearing to be held  
September 8<sup>th</sup> 2020 regarding the proposed  
Rezoning of property located in the  
City of Owasso at Washington and  
Wesley Streets.

my Name is PATRICK O'Driscoll, my wife April and I are Residents of the City of Owosso for the past Forty years. Presently we reside at 202 W. North St and have for the past Twentyfive years.

I'm writing to express my opposition of the proposed Rezoning and development At the site of S.W. Corner of Washington St. and Wesley St. in Owosso.

my concerns are:

First concern is what effect this will have on our home value that we have worked to maintain and increase its value over twenty five years.

Second concern is both N. Washington St., which is primarily a driveway to First United Methodist Church, and Wesley St. between N. Washington St. and N. Water St. is also not much more than a driveway servicing one home. Costs for reconstructing both, along with storm sewers and water would be passed onto Owosso City residents.

Third concern is water run off into my yard. I, along with other neighbors, have flooding problems continuously.

Fourth concern is, with recent construction at our High School, I fore see the need to ReBuild North St. from Hickory St. West to M-52. A recent major water line break on East North St. is proof of damage being done by continuous heavy truck traffic. More truck traffic from this proposed development will only further damage North St. with Residents expected to pay for Road Repairs.

Fifth concern is I don't know how construction of 14 homes, on just over two Acres, will be aesthetically-pleasing to our present Neighborhood.

My final concern is how my township neighbors were, as stated in a recent mailing, "inadvertently" not included in this proposed Rezoning until 2 weeks ago.

These concerns are why my wife and I vehemently oppose the Rezoning and development of stated property.

Thank you council members and thank you clerk Amy Kirkland.

Patricia O'Driscoll  
April J. O'Driscoll

# APPLICATION FOR REZONING

## CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

### Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a non-refundable payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing.
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

### TO THE OWOSSO CITY COUNCIL:

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. PROPERTY TO BE REZONED: Street Address SW corner of Washington and Wesley  
Description: (lot, block or metes and bounds) see attached  
[REDACTED]  
Frontage in Feet 364.21 Depth in Feet 284.90
2. PROPERTY OWNERSHIP: (Name, Address, and Phone Number)  
Jerry S Voight, Trustee; 25 Outerbridge Cir, Hilton Head, SC 29926; 843-681-2286
3. ZONING REQUEST Current Zoning RM-1 Requested Zoning RM-1 with PUD overlay  
Proposed Use of the Property residential neighborhood

Indicate why, in your opinion, the requested change is consistent with the Ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the City of Owosso:

The rezoning will allow for the creation of a new neighborhood with traditional Owosso characteristics: pedestrian access, housing for a range of families, green spaces, and a playground.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.

[Signature]  
(Signature of Applicant)

[Signature]  
(Signature of Co-Applicant)

815 Lakeside, Owosso, MI 48867

(Address)

989-277-3953

(Phone)

- ☒ Legal Representative  
☐ Owner  
☐ Option to Purchase

### FOR OFFICIAL USE ONLY

Case # PUD 2020-001  
Receipt # 508268  
Date Filed 4-15-2020  
Description Checked \_\_\_\_\_

Planning Commission Hearing Date 5/26/2020  
Action Taken \_\_\_\_\_  
City Council Hearing Date \_\_\_\_\_  
Action Taken \_\_\_\_\_



Jerry Voight  
Carolyn Voight  
25 Outerbridge Circle  
Hilton Head SC 29926

March 12, 2020

To Whom It May Concern:

We have been working with Thomas Cook and Anna Owens and their company Bailey Park Homes L3C, to develop our vacant property on North Washington Street in the City of Owosso (Parcel 050-535-000-001-00), listed owner Jerry S. Voight, Trustee.

We grant permission for them to proceed with rezoning the property and seeking appropriate approvals from the City of Owosso. We support their development proposal. We also anticipate donating the property to a local land bank to facilitate the development of the property.

Thank you.



Jerry Voight

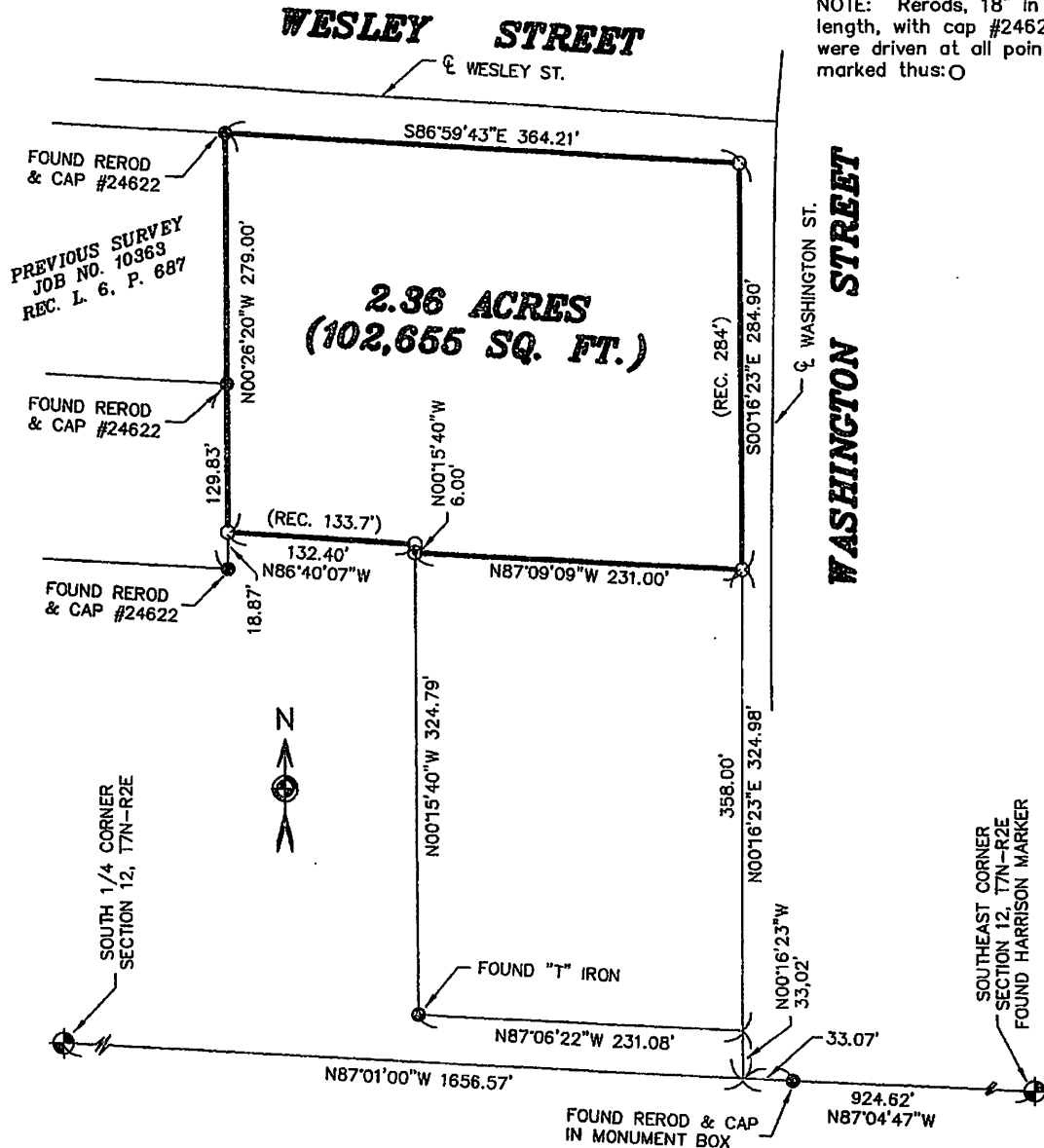


Carol Voight

# CERTIFICATE OF LAND SURVEY

DESCRIPTION (AS PROVIDED): Commencing 358 feet North and 33 feet West of the intersection of the South line of Section 12 and the centerline of North Washington Street; thence West 231 feet; thence North 6 feet; thence West 133.7 feet; thence North 279 feet; thence East 364.21 feet; thence South 284 feet to the point of beginning, part of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 12, T7N-R2E.

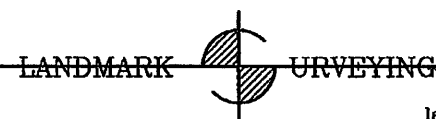
NOTE: Rerods, 18" in length, with cap #24622, were driven at all points marked thus: O



CLIENT: Bailey Park Homes, L3C  
 DATE: March 18, 2020  
 SCALE: 1" = 100' JOB NO. 27516

Section 12, T7N-R2E,  
 Owosso Township,  
 Shiawassee County,  
 Michigan

I hereby certify that I have surveyed and mapped the land above platted and/or described on 03/11/2020 and that the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying, and that the requirements of MCL 54.213 have been met.



204 N. SHIAWASSEE ST.  
 OWOSSO, MI 48867  
 (989) 725-8725  
 (810) 859-1053  
 FAX (989) 725-2452  
 landmark@michonline.net

Mark L. VanRaemdonck  
 PROFESSIONAL SURVEYOR  
 No. 24622  
 Mark L. VanRaemdonck, Michigan PS 24622

## Washington Park Smart Homes Development Development Program

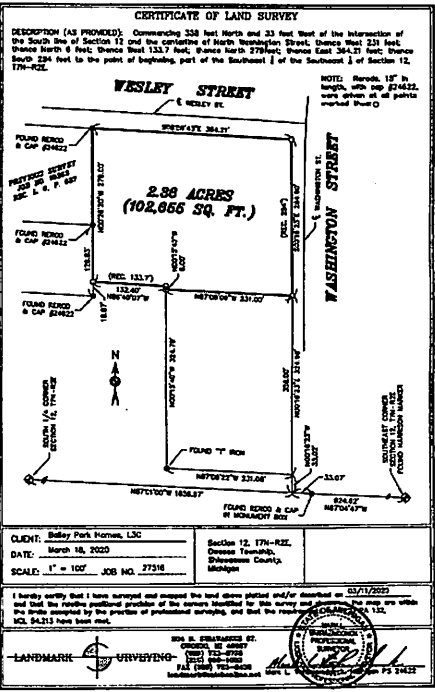
The proposed development is the creation of a new neighborhood with traditional Owosso characteristics: housing for a range of families, pedestrian accessibility, green spaces, and recreation opportunities for children. Using innovative design and construction techniques, the project would provide attainable market rate homeownership opportunities at a lower price than other new construction homes in the area, while preserving Owosso's neighborhood qualities.

Located on the north side of one of the community's established residential areas, Washington Park would provide ready access for residents to downtown Owosso. The sense of neighborhood would be enhanced by front porches and an orientation of the homes to a common walkway and courtyard. Sidewalks and a pedestrian-aware design would help strengthen relationships in the new neighborhood and connect it to existing ones.

Initial consultation has been held with the Owosso Public Schools and the City of Owosso to facilitate Safe Routes to Schools programs and infrastructure to complement the project. The proximity of two preschool programs, along with an onsite community playground, will also make Washington Park a supportive residential development for families with young children.

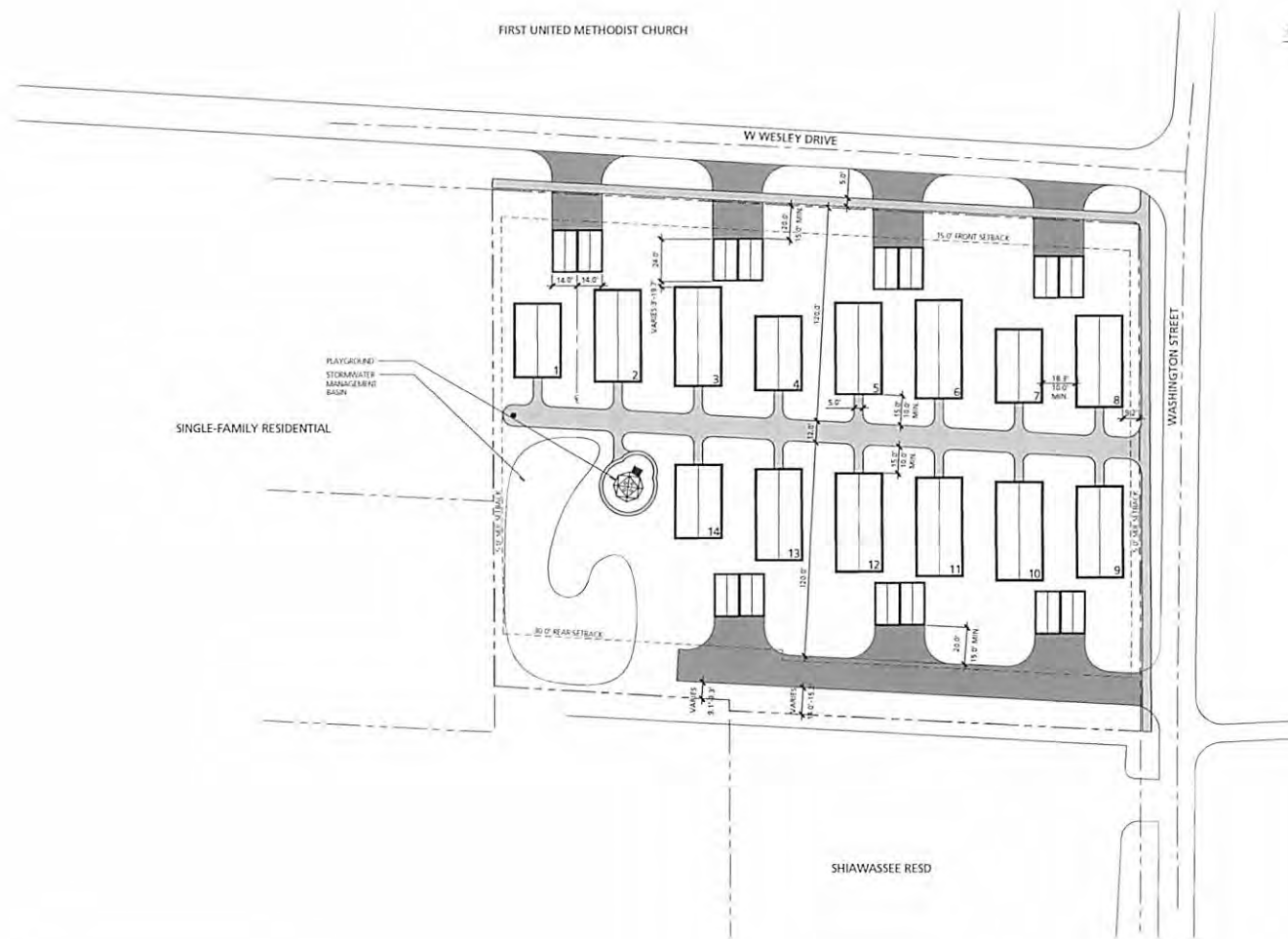
Washington Park has been designed with sustainability as a guiding principle. The purposeful, compact placement of the residential units on the site provides a more efficient use of the land compared to traditional single-family developments, while maintaining the character of the surrounding neighborhoods. Being planned as a cohesive residential development allows for responsible onsite stormwater management. The offsite construction of the residential units in a controlled environment helps to eliminate waste from the building process and reduce costs, which in turn allows for the incorporation of energy efficient features and durable building materials. The integrated pedestrian elements support non-motorized transportation, reducing the number of vehicular trips necessary, a benefit to both health and the environment. Moreover, the overall site design fosters a strong sense of community, building upon what makes Owosso such a great place to call home.





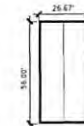
Know what's below.  
Call before you dig.

C2.01

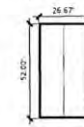


# SITE PLAN LEGEND

- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- PRIORITY SETBACK



HOUSING UNIT TYPE A  
1,491 SF  
SINGLE FAMILY HOME



HOUSING UNIT TYPE B  
1,385 SF  
SINGLE FAMILY HOME



HOUSING UNIT TYPE C  
1,120 SF  
SINGLE FAMILY HOME

## DEVELOPMENT REGULATIONS CHART

	Existing RMA1	Proposed RMA1 with PUD Overlay	Regulatory Section
Minimum Lot Size	10,000 sf 9.23 ac.	122,855 sf (net) 2.78 ac.	§38-25.2(h)(7)
Maximum Density	102,655 sf/1,200 = 85.5 units	56 rooms 14 three bedroom dwelling units	§38-35.2(h)(7)
Front Setback (feet)	30	15	§38-35.1
Side Setback (feet)	20	5	§38-35.1
Rear Setback (feet)	40	10	§38-35.1
Minimum Floor Area per Unit	850 sf Three Bed Unit	600 sf Two or Three Bed Unit	§38-35.2(f)
Maximum Percent Lot Coverage	25	30	§38-35.1
Minimum Spacing Between Dwellings	20	10	§38-35.2(h)

**Beckett & Raeder**  
Landscape Architecture  
Planning & Engineering

Beckett & Raeder, Inc.  
535 West William, Suite 100  
Ann Arbor, MI 48103  
734.663.1622 ext.  
734.663.6718 fax

Washington Park  
Smart Homes Development  
Okemos, MI

Proposed Site Plan

Date	Issued for
06.09.2025	For planning & discussion

1" = 30'

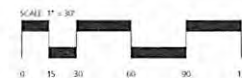
Drawn: JC

Checked: CD

Approved: CS

2/20/14

C3.01



**811**  
Know what's below.  
Call before you dig.

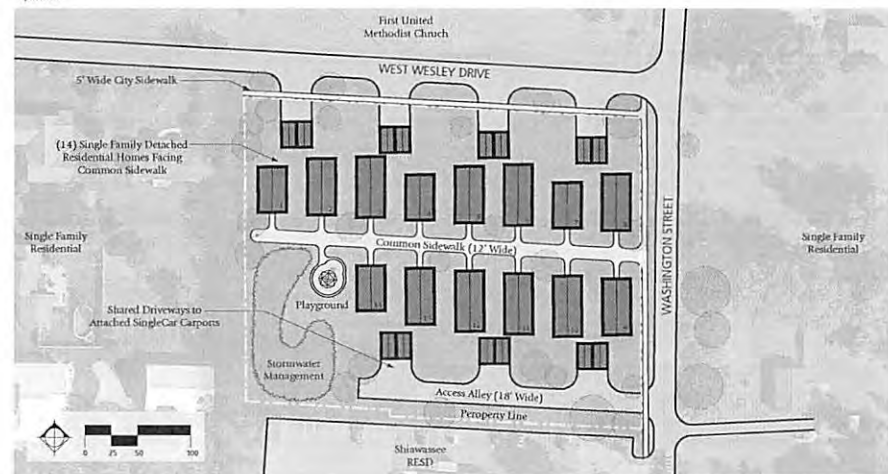






Washington Park Smart Homes Development  
Bailey Park Homes  
Owosso, Michigan

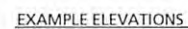
April 2020



Washington Park  
Smart Homes Development  
Owosso, MI

### Proposed Color Rendering

[illegible]



### Proposed Character Images

[illegible]



May 7, 2020

Planning Commission  
City of Owosso  
301 W. Main Street  
Owosso, Michigan 48867

**Subject:** PUD REZONING  
**Location:** South-west intersection of N. Washington and W. Wesley Dr.  
**Size of Site:** 2.36 acres  
**Request:** To rezone roughly 2.36 acres from M-1, Multiple-Family Residential to M-1, Multiple-Family Residential with PUD Overlay.  
**Applicant:** Bailey Park Homes L3C, designed by Beckett & Raeder

Dear Planning Commissioners:

At your request, we have reviewed the above application from Bailey Park Homes to rezone 2.36 acres of the subject property from M-1, Multiple-Family Residential to M-1, Multiple-Family Residential with PUD Overlay. The applicant is proposing to develop a 14-unit, single-family residential Planned Unit Development that would be permitted under the existing zoning but requires the flexibility that the PUD will provided to meet certain approval requirements such as setbacks and property coverage requirements. The development will meet the density requirements of the M-1 district, and the new housing to be constructed will help to relieve the current significant need for new, middle-income housing within the City of Owosso.

Our comments are based on a review of the information submitted by the applicant, a site visit, meetings with the applicant, discussions with the Planning Commission, and conformance to the City's Master Plan and Zoning Ordinance. In reaching a decision on the application, the Planning Commission should consider our comments along with those from other staff and consultants, relevant input from the public at the public hearing, additional information provided by the applicant, and your own findings based on ordinance standards as part of your deliberation and recommendation to City Council.

## LOCATION AND DESCRIPTION

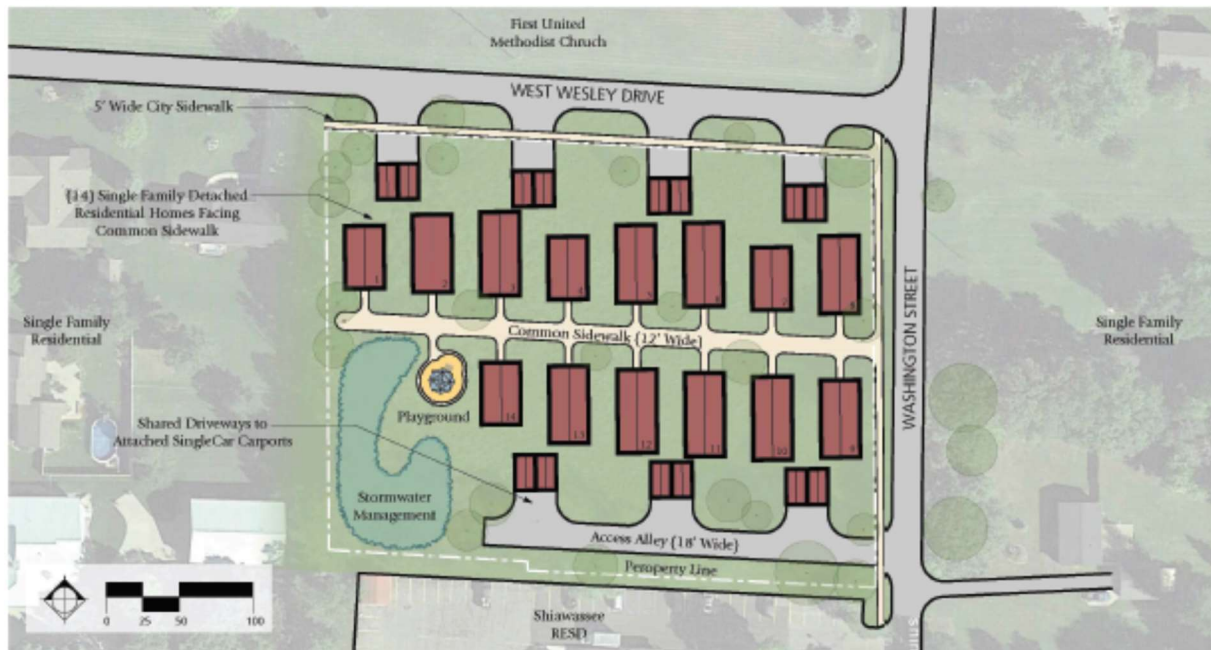
The subject parcel is located at the located at the south-west intersection of Wesley and Washington. This area is a well-established residential area of the city and is near the Owosso High School and Middle School.

## Washington Park Smart Homes Development

Bailey Park Homes  
 Owosso, Michigan

Beckett&Raeder

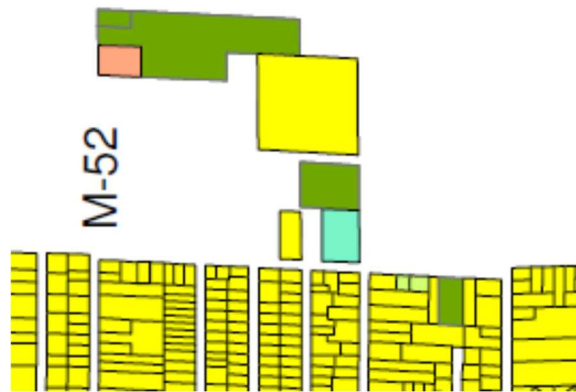
April 2020



\*proposed site development concept

### EXISTING LAND USE, ZONING AND FUTURE LAND USE

	Existing Land Use	Zoning	Master Plan
<b>Subject Site</b>	Vacant	M-2, Multiple Family Residential	Multiple Family Residential
North	Single Family	R-1, One-family residential	Single Family
South	Office	OS-1, Office	Office
East	Single and two-family residential	R-3, Residential (Owosso Twp)	Residential
West	Residential	R-2, Two-Family Residential	Residential



**\*The map below is the existing zoning map for the City of Owosso**

## **DISCUSSION**

In considering any petition for an amendment to the official zoning map, the planning commission and city council shall consider the following criteria in making its findings, recommendations and decision:

1. Consistency with the goals, policies, and future land use map of the City of Owosso Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.

**Finding** – It is our opinion that this rezoning would not significantly impact the neighborhood, conflict with the overall goals of the Master Plan, or impact the intent of the Zoning Ordinance.

2. Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.

**Finding** – This site would be compatible with the host of uses permitted under the M-1 Zoning Classification.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) use permitted under the current zoning.

**Finding** – To our knowledge, no evidence exists showing that the applicant could not receive a reasonable return on investment through developing the property as multiple family. In this case, the applicant would prefer to utilize the flexibility afforded by a PUD to build single-family detached units as opposed to multiple family attached units. Either scenario is consistent with the density limits of the M-1 district.

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

**Finding** – Since the underlying zoning district is not changing, only the flexibility of the district afforded by the PUD, we do not feel that there will be significant impact to the area based on

existing uses. Traffic will increase slightly, and the applicant will be required to develop housing that is aesthetically-pleasing to the neighborhood.

5. The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."

**Finding –** Currently, water and sewer have not been extended to this site. The city is in process of developing a plan to extend the needed infrastructure to the site, which will be completed prior to any construction occurring on the property .

6. The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

**Finding –** Middle-income housing is currently in high demand throughout the city. It has been found that this type of housing is currently the number-one needed type of housing across the state and has been a significant challenge for both communities and employers to address. This project could ease some of that demand for the City of Owosso.

7. The request has not previously been submitted within the past one (1) year, unless conditions have changed, or new information has been provided.

**Finding –** This application has not been previously before the City.

*Standards for PUD zoning district review.* The commission shall recommend approval, approval with conditions, or denial, and city council shall approve, approve with conditions, or deny the proposed PUD zoning district based on the following standards:

A. The use or uses, physical characteristics, design features, or amenities proposed shall have a beneficial effect for the city, in terms of public health, safety, welfare, aesthetics, or convenience, or any combination thereof, on present and potential surrounding land uses. The beneficial effects for the city, which warrant the zoning, include, but are not limited to, features such as:

1. Innovation in land use and variety in design, layout and type of structures that furthers the stated design goals and physical character of adopted land use plans and policies;
2. Economy and efficiency of land use, natural resources, energy, and provision of public services and utilities;
3. Provision of usable open space;
4. Preservation and protection of natural features that exceeds ordinance requirements, especially for those features prioritized in the land development regulations as being of highest concern, or that preserves existing conditions instead of merely providing mitigation;
5. Employment and shopping opportunities particularly suited to the needs of the residents of the city;
6. Expansion of the supply of affordable housing; and

7. The use and reuse of existing sites and buildings that contributes to the desired character and form of an established neighborhood.
8. The reduction, to a significant extent, the nonconformity of a nonconforming use or structure so that the site is rendered nonconforming or less offensive to the character of the neighborhood and the health, safety and general welfare of the vicinity.

B. This beneficial effect for the city shall be one which could not be achieved under any other zoning classification and shall be one which is not required to be provided under any existing standard, regulation or ordinance of any local, state or federal agency.

**Finding** – This development would be permitted under the current zoning district, however the density proposed would not work without the approval of several variances for front and side yard setbacks, as well as overall lot coverages. The proposed development under existing zoning would require the developer to build far less units in order to meet the requirements noted above.

C. The use or uses proposed shall not have a detrimental effect on public utilities or surrounding properties.

**Finding** – The proposed development will not have a detrimental effect on public utilities; however, utilities must still be extended to the site.

D. The use or uses proposed shall be consistent with the master plan and policies adopted by the city or the applicant shall provide adequate justification for departures from the approved plans and policies.

**Finding** – We find that the proposed use is consistent with the master plan and PUD zoning classification. Due to the costs related to extending utilities to the site, as well as new sidewalk and other amenities, the applicant will need to maximize density on this site to offset development costs.

E. If the proposed district allows residential uses, the residential density proposed shall be consistent with the plans and policies adopted by the city.

**Finding** – Under the current M-1 zoning, the maximum density permitted would be roughly 21 units per acre. While a formal site plan still needs to be reviewed, the density of the proposed housing development would be 14 total units, 7 units less than what is permitted.

F. The supplemental regulations shall include analysis and justification sufficient to determine what the purported benefit is, how the special benefit will be provided, and performance standards by which the special benefit will be evaluated.

**Finding** – The special benefit of utilizing the PUD at this site will be to allow higher density development which is needed to assist with offsetting costs related to development of the site, such as adding infrastructure and bringing water to this area of the city. In order to do this, the project requires the flexibility of the PUD to allow for reduced setbacks as a result of increased density.

G. Safe, convenient, uncongested, and well-defined vehicular and pedestrian circulation within and to the district shall be provided and, where feasible, the proposal shall encourage and support the use of alternative methods of transportation.

**Finding** – The proposed development is designed in a way to promote community building and walkability. The applicant is working with the city as well as Owosso Community Schools to receive grant funding from the Safe Routes to School program to extend sidewalk to the development site that will provide a much-needed walking route to the area schools from this site. The site is also within biking distance to many community amenities.

H. Disturbance of existing natural features, historical features and historically significant architectural features of the district shall be limited to the minimum necessary to allow a reasonable use of the land and the benefit to the community shall be substantially greater than any negative impacts.

**Finding** – The existing site is predominantly clear of natural features and trees at this time. It is not anticipated that there will be any major disturbances of natural features or artifacts or materials of historic significance.

#### **RECOMMENDATION**

Based upon the above comments, **we recommend approval of the rezoning request for Bailey Park Homes L3C based on the following items;**

1. That the request is not in conflict with the Master Plan or the Zoning Ordinance;
2. The site is compatible with uses in the proposed M-1 Zoning District;
3. The applicant is not rezoning just to increase the return on investment of the property;
4. That infrastructure to the site is needed and must be added prior to any construction of the proposed use;
5. The request has not been previously submitted to the City for consideration;
6. That the application meets the intent and standards of approval for a PUD district within the City of Owosso; and
7. That site plan approval will be a condition of final PUD approval and is the next step of the PUD development process.

We look forward to discussing this with you at your May Planning Commission meeting. If you have any further questions, please contact us at 810-734-0000.

Sincerely,

**CIB Planning**

Justin Sprague  
Vice President





## Shiawassee GIS

powered by  
**FetchGIS**

40m  
200ft



**Map Publication:**  
06/10/2020 11:56 AM

**Disclaimer:** This map does not represent a survey or legal document and is provided on an "as is" basis. X County expresses no warranty for the information displayed on this map document.

August 24, 2020

## **PROJECT STATUS REPORT**

### **2020 Street Program-Contract 1**

1. E North Street from Hickory St to Gould St: Water main and storm sewer installation is complete. Concrete work is complete. Asphalt base and leveling course paved the week of July 27<sup>th</sup>. Top course will be placed at the same time that Summit St is paved. Pavement markings and permanent sign installation to follow. Open to traffic date is mid-September, 2020.
2. Summit Street from Abbott St to Rubelman Dr: Water main and storm sewer is complete. Existing street excavation and aggregate base placement starting the week of August 24, 2020. Concrete work and asphalt paving to follow. Open to traffic date is extended to October 3<sup>rd</sup> due to delays caused by the COVID-19 pandemic.

### **2020 Street Program-Contract 2**

1. Clark Avenue from Oliver St to King St: Lawns are fine graded, seeded, and mulched. All preparation work is done in advance of final asphalt course that is scheduled for September 4, 2020. Cleanup and minor work behind curbs will be completed by mid-September, 2020.
2. S Cedar Street from South St to Hampton Ave: Water main work is complete. Storm sewer work is complete. Curb and gutter repairs and sidewalk work are complete. Contractor is working on road replacement. First course asphalt is scheduled for week beginning August 31, 2020. Expected completion date is mid-September, 2020.

### **2020 Water Main Replacement Project (Contract 3)**

1. Cleveland Street from Chestnut St to Brooks St: Project scheduled to start on/after August 24<sup>th</sup>. Open to traffic date is October 16<sup>th</sup>.
2. Lafayette Boulevard from Main St to Cleveland St: Project scheduled to start on/after August 24<sup>th</sup>. Open to traffic date is October 16<sup>th</sup>.
3. Morris Street from Mack St to north end: Project scheduled to start on/after September 14<sup>th</sup>. Open to traffic date is October 16<sup>th</sup>.
4. Robbins Street from Mack St to south end: Project scheduled to start on/after September 14<sup>th</sup>. Open to traffic date is October 16<sup>th</sup>.

### **2020 Street Patch Program**

First round of patches is about 95% complete. City Council approved a second round of patches at the August 17<sup>th</sup> meeting. Contractor will start on these patches mid-September.

### **2020 Sidewalk Program**

The follow areas are the work area:

1. Section of the city enclosed by N Dewey St, E King St, N Gould St, and E Oliver St
2. Residential complaint areas
3. Road Construction follow up areas on S Chipman St, W Stewart St, S Chestnut St, N Chipman St, Olmstead St, and Hanover St (if budget allows)

Project scheduled to start early September. Completion date is October 30<sup>th</sup>.

### **2019 Sanitary and Storm Sewer Rehabilitation Project**

Contract work is complete. Project close-out procedures and final acceptance work is in progress.

### **2020 Sanitary and Storm Sewer Rehabilitation Project**

Expected start date for both projects is rescheduled to mid-September, 2020.

### **2021 Projects**

Projects planned for street construction:

1. N Gould Street from Oliver to Moore. Work scope includes pavement rehabilitation with select curb and gutter repair, ADA sidewalk ramps, select sidewalk repair, storm sewer replacement, and permanent pavement markings and signing. Project under design phase. Project is a MDOT Small Urban Program project. Grade Inspection meeting was held August 4<sup>th</sup>. Finalized documents will be submitted to MDOT by October 1, 2020 in hopes to be included in the December 2020 letting. Depending on funding, the project may be included in the January 2021 letting.

### **Future Projects**

Projects planned for water main construction:

1. Clyde Street from Walnut to Shiawassee: Work scope includes water main replacement. Project under design phase.
2. Huron Street from Huggins to east end: Work scope includes water main replacement. Project under design phase.
3. Lynn St from Howell to west end: Work scope includes water main replacement. Project under design phase.
4. Milwaukee Street from S Lyon to S Cedar: Work scope includes water main replacement. Project under design phase.
5. Maple Avenue from Corunna to north end: Work scope includes street reconstruction and water main replacement. Project under design phase.



## MEMORANDUM

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

**DATE:** September 2, 2020

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

**FROM:** Amy Fuller  
Assistant to the City Manager

**SUBJECT:** Resolution authorizing amending Chapter 2, Administration, of the Code of Ordinances to change the make-up of the Parks and Recreation Commission

### RECOMMENDATION:

Approve the request from the Parks and Recreation Commission to allow members of the Commission to live outside the city limits.

### BACKGROUND:

Over the last few years, two members of the Parks and Recreation Commission moved outside of the city limits. These individuals still use the City of Owosso parks and have expressed interest in seeing the rules changed to allow for commission membership from outside the city limits.

This change would be in-line with the Owosso Historical Commission guidelines which allow for residents from outside the City of Owosso to serve.

Changing this section in the Code of the City of Owosso would also allow for the Mayor and City Council to recruit from a larger pool of volunteers to serve on the Parks and Recreation Commission.

### FISCAL IMPACTS:

It is not anticipated that there will be any fiscal impacts from this change.

**RESOLUTION NO.**

**SETTING A PUBLIC HEARING TO  
AMEND CHAPTER 2, ADMINISTRATION,  
ARTICLE IV, BOARDS AND COMMISSIONS,  
DIVISION 3, PARKS AND RECREATION COMMISSION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Parks and Recreation Commission to provide quality park and recreation opportunities based upon cost, efficiency and community need; and

WHEREAS, the Parks and Recreation Commission is currently made up of 7 members and all members of the Commission must be city residents; and

WHEREAS, it is the desire of the Parks and Recreation Commission to allow members to live outside the city limits; and

WHEREAS, a public hearing shall be schedule to receive citizen comment regarding amendments,

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

SECTION 1. AMENDMENT. That Chapter 2, Administration, Article IV, *Boards and Commissions*, Division 3, *Parks and Recreation Commission*, Section 2-242. *Members; appointment, terms, voting, officers* shall be amended as follows:

Sec. 2-242. - Members; appointment, terms, voting, officers.

- (a) The members of the parks and recreation commission shall consist of seven (7) ~~at-large~~ members appointed by the mayor and approved by the council. ~~Commission members shall be residents of the city.~~ The mayor or the designee of the mayor, with council approval, shall be an ex-officio member of the commission.
- (b) The seven (7) ~~at-large~~ members shall have terms of two (2) years. The first appointment of the seven (7) ~~at-large~~ members shall be staggered so that three (3) members are appointed for a one-year term and four (4) members shall be appointed to two-year terms. Thereafter each appointment of an ~~at-large~~ member shall be for a two-year term unless it is an appointment to fill a vacancy in office that occurs prior to completion of a term. The ex-officio member of the commission shall serve for an indefinite term at the pleasure of the mayor.
- (c) Each ~~at-large~~ member shall be entitled to one (1) vote. The ex-officio member shall not have a vote. Any action shall require a majority vote of the members present at a meeting constituting a quorum. A quorum shall consist of at least four (4) members.

(Ord. No. 691, § 1, 2-4-08; Ord. No. 782, § 1, 1-3-17)

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, XXX, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendments to Chapter 2, Administration, of the Code of the City of Owosso.

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

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



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

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# ***MEMORANDUM***

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DATE: September 1 , 2020

TO: City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Traffic Control Order # 1438

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Memorial Healthcare Foundation will be hosting a drive-through fundraiser on Sept. 10, 2020.

**LOCATION:**

Cass St. between M-52 and Cedar St.

**DATE/TIME:**

September 10, 2020 from 5:00 pm to 7:30 pm.

The Public Safety Department has issued Traffic Control Order No# 14348 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

**CITY OF OWOSSO**

**TRAFFIC CONTROL ORDER**

*(SECTION 2.53 UNIFORM TRAFFIC CODE)*

ORDER NO.

DATE

TIME

1438

9/10/20

4:00 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

Cass St., between M-52 and Cedar St.

EVENT:

Memorial Healthcare Foundation fundraiser with Wrought Iron Grill

September 10, 2020

5:00 p.m. – 7:30 p.m.

APPROVED BY COUNCIL

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

REMARKS



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

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

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

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

Name of individual or group: MEMORIAL HEALTHCARE FOUNDATION Date: 8-13-2020

Primary Contact Person

Name: LYN FREEMAN

Title: FOUNDATION COORDINATOR

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

Phone: 989-277-5050

Requested Date(s): SEPT 10 2020 Requested Hours: 5pm - 7:30pm

Area Requested (Parking Lot - Parade Route): close Cass St Between  
M-52 & CEDAR ST

Detailed description of the use for which the request is made: Drive Thru Fundraiser  
involving Wrought Iron Grill - KP - Pop Cakes & Kisses

- ☐ 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> CLH Insurance Agency Michael Ardelean 200 W Exchange St. Owosso MI 48867	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Michael Ardelean</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (989) 277-0984</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> mike@clh-insurance.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Michael Ardelean		<b>PHONE (A/C, No, Ext):</b> (989) 277-0984	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> mike@clh-insurance.com		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Evanston Insurance Company	35378	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Memorial Healthcare Foundation Lyn Freeman 1637 W Main St Owosso MI 48867																					

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3DS5470-M2663486	09/10/2020 12:01 AM	09/11/2020 12:01 AM	EACH OCCURRENCE \$ 1,000,000								
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000														
	MED EXP (Any one person) \$ 5,000														
	PERSONAL & ADV INJURY \$ 1,000,000														
	GENERAL AGGREGATE \$ 2,000,000														
							PRODUCTS - COMP/OP AGG \$ 1,000,000								
							Deductible \$ 1,000								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.  
 Attendance: 200, Event Type: Fund Raising Dinner.

## CERTIFICATE HOLDER

## CANCELLATION

City Of Owosso Location of event Cass St. In front of Wrought Iron Grill 301 W Main St Owosso MI 48867	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b>                  Michael Ardelean</p>
--	--

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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

City Of Owosso  
Location of event  
Cass St. In front of Wrought Iron Grill  
301 W Main St  
Owosso, MI 48867

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

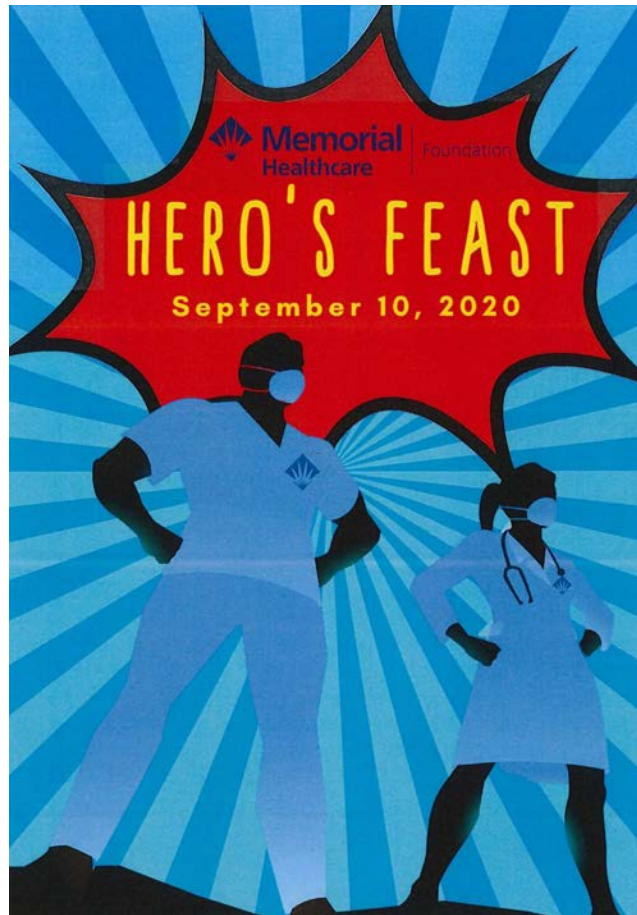
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Sponsored by



**\$50pp**

TEXT

mhfhero

to 243-725

Practice Social distancing as you participate in Memorial Healthcare Foundations, Drive-thru Dinner. The Dinner will be held on Cass Street, next to the Wrought Iron Grill (Please enter from Cedar Street off M-21 in West Town )

Participating vendors are



Menu includes: Stuffed Mushroom Cap appetizer from Korner Pub, a "Hero" sandwich and a side, from the WIG, Cheesecake with fruit topping from Cupcakes and Kisses and a sweet treat from Murtles!

Dinner also includes a beer, soft drink or water!

Pick up your dinner between 6pm-7pm and enjoy !

Proceeds go to buy gift cards for all of Memorial Healthcare's Heroes

For more information call the Foundation office at 989 729 4675



## MEMORANDUM

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

DATE: September 2, 2020

TO: Owosso City Council

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

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

### **RECOMMENDATION:**

Approval of the of the OMS/DDA Revolving Loan application for 116 W. Main Street, for \$32,582.16 to Woodworth Commercial, LLC. - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

### **BACKGROUND:**

On August 31, 2020, the OMD/DDA Revolving Loan Committee reviewed the Revolving Loan Application from Woodworth Commercial, LLC. and recommended approval of the loan for \$32,582.16.

Woodworth Commercial, LLC. Will be using the loan funds for the purchase of equipment and furniture associated with the second-story redevelopment located at 116 W. Main Street. The re-development of this vacant, second-story office space will bring in a minimum of 9 new, full time jobs into the downtown district.

During their September 2, 2020 Board Meeting, the OMS/DDA Board of Directors reviewed approved the loan for final approval by City Council.

### **FISCAL IMPACTS:**

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

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO  
WOODWORTH COMMERCIAL, LLC.  
ASSOCIATED TO WORK AT 116 W. MAIN STREET**

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

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

WHEREAS, on August 17, 2020 a loan application was submitted to the OMS/DDA for a loan request from Woodworth Commercial, LLC. for \$32,582.16 for the purchase of equipment and furniture associated with the second-story redevelopment located at 116 W. Main Street. The re-development of this vacant, second-story office space will bring in a minimum of 9 new, full time jobs into the downtown district.

WHEREAS, on August 31, 2020 the OMS/DDA Revolving Loan Committee reviewed and recommended the application, giving it an overall score of 45. This score reaches the 30 points required for consideration. The Committee determined the loan award for \$32,582.16.

WHEREAS, on September 2, 2020 the OMS/DDA Board of Directors approved the Revolving Loan Committee recommendations.

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

FIRST: The City of Owosso approves the loan of \$32,582.16 to Woodworth Commercial, LLC. for the purchase of equipment and furniture associated with the second-story redevelopment located at 116 W. Main Street; according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is hereby authorized to release \$32,582.16 to Woodworth Commercial, LLC for the purpose stated.

## PROMISSORY NOTE

\$32,582.16

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

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of THIRTY-TWO, FIVE HUNDRED AND EIGHTY-TWO AND 16/100 DOLLARS (\$32,582.16), THE BALANCE OF A LOAN ISSUED in lawful money of the United States of America with interest thereon to be computed from September 28, 2020 starting at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 84 monthly installments of \$430.52 each, commencing on October 28, 2020 and continuing on the same day of each succeeding MONTH thereafter until September 28, 2027 when the final payment of outstanding principal and interest is due and payable. The attached amortization table shall become the required payment schedule from this date forward.

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

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

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

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

WOODWORTH COMMERCIAL, LLC.

CITY OF OWOSSO

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

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

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

Christopher T. Eveleth  
ITS: Mayor

## GUARANTY AGREEMENT

This Guaranty is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by The City of Owosso, a Michigan municipal corporation (Creditor) at its office at 301 West Main Street, Owosso, Michigan 48867, \_\_\_\_\_ (Guarantor), and Woodworth Commercial, LLC. (Debtor).

### RECITALS

A. Creditor has agreed to extend a loan to Debtor in the amount of \$32,582.16, as evident by a Promissory Notes (Note) to be executed on this date; provided, however, that as security for the performance of the Debtor's obligations, the undersigned, as Guarantor, has agreed to guaranty the performance and payment of the indebtedness an all obligations of Debtor pursuant to the Note and any additional security for the performance and payment of the indebtedness.

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

### AGREEMENT

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

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

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

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

DATED: \_\_\_\_\_, 2020

GUARANTOR

PREPARED BY:

Josh Adams

Executive Director

Owosso Main Street/DDA

301 W. Main Street

Owosso, Michigan 48867

(989) 494-3344

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

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

# DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 32,582.16
Annual interest rate	3.00 %
Loan period in years	7
Number of payments per year	12
Start date of loan	9/28/20
Optional extra payments	\$

Loan summary	
Scheduled payment	\$ 430.52
Scheduled number of payments	84
Actual number of payments	84
Total early payments	\$ -
Total interest	\$ 3,581.34



Lender name: Woodworth Commercial, LLC

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/28/20	\$ 32,582.16	\$ 430.52	\$ -	\$ 430.52	\$ 349.06	\$ 81.46	\$ 32,233.10	\$ 81.46
2	11/28/20	32,233.10	430.52	-	430.52	349.94	80.58	31,883.16	162.04
3	12/28/20	31,883.16	430.52	-	430.52	350.81	79.71	31,532.35	241.75
4	1/28/21	31,532.35	430.52	-	430.52	351.69	78.83	31,180.67	320.58
5	2/28/21	31,180.67	430.52	-	430.52	352.57	77.95	30,828.10	398.53
6	3/28/21	30,828.10	430.52	-	430.52	353.45	77.07	30,474.65	475.60
7	4/28/21	30,474.65	430.52	-	430.52	354.33	76.19	30,120.32	551.79
8	5/28/21	30,120.32	430.52	-	430.52	355.22	75.30	29,765.10	627.09
9	6/28/21	29,765.10	430.52	-	430.52	356.11	74.41	29,409.00	701.50
10	7/28/21	29,409.00	430.52	-	430.52	357.00	73.52	29,052.00	775.02
11	8/28/21	29,052.00	430.52	-	430.52	357.89	72.63	28,694.12	847.65
12	9/28/21	28,694.12	430.52	-	430.52	358.78	71.74	28,335.33	919.39
13	10/28/21	28,335.33	430.52	-	430.52	359.68	70.84	27,975.65	990.23
14	11/28/21	27,975.65	430.52	-	430.52	360.58	69.94	27,615.07	1,060.16
15	12/28/21	27,615.07	430.52	-	430.52	361.48	69.04	27,253.59	1,129.20
16	1/28/22	27,253.59	430.52	-	430.52	362.38	68.13	26,891.21	1,197.34
17	2/28/22	26,891.21	430.52	-	430.52	363.29	67.23	26,527.92	1,264.56
18	3/28/22	26,527.92	430.52	-	430.52	364.20	66.32	26,163.72	1,330.88
19	4/28/22	26,163.72	430.52	-	430.52	365.11	65.41	25,798.61	1,396.29
20	5/28/22	25,798.61	430.52	-	430.52	366.02	64.50	25,432.59	1,460.79
21	6/28/22	25,432.59	430.52	-	430.52	366.94	63.58	25,065.66	1,524.37
22	7/28/22	25,065.66	430.52	-	430.52	367.85	62.66	24,697.80	1,587.04
23	8/28/22	24,697.80	430.52	-	430.52	368.77	61.74	24,329.03	1,648.78
24	9/28/22	24,329.03	430.52	-	430.52	369.70	60.82	23,959.33	1,709.60
25	10/28/22	23,959.33	430.52	-	430.52	370.62	59.90	23,588.71	1,769.50
26	11/28/22	23,588.71	430.52	-	430.52	371.55	58.97	23,217.17	1,828.47
27	12/28/22	23,217.17	430.52	-	430.52	372.47	58.04	22,844.69	1,886.52
28	1/28/23	22,844.69	430.52	-	430.52	373.41	57.11	22,471.29	1,943.63
29	2/28/23	22,471.29	430.52	-	430.52	374.34	56.18	22,096.95	1,999.81
30	3/28/23	22,096.95	430.52	-	430.52	375.28	55.24	21,721.67	2,055.05
31	4/28/23	21,721.67	430.52	-	430.52	376.21	54.30	21,345.46	2,109.35
32	5/28/23	21,345.46	430.52	-	430.52	377.15	53.36	20,968.30	2,162.72
33	6/28/23	20,968.30	430.52	-	430.52	378.10	52.42	20,590.21	2,215.14
34	7/28/23	20,590.21	430.52	-	430.52	379.04	51.48	20,211.16	2,266.61
35	8/28/23	20,211.16	430.52	-	430.52	379.99	50.53	19,831.17	2,317.14
36	9/28/23	19,831.17	430.52	-	430.52	380.94	49.58	19,450.23	2,366.72
37	10/28/23	19,450.23	430.52	-	430.52	381.89	48.63	19,068.34	2,415.34
38	11/28/23	19,068.34	430.52	-	430.52	382.85	47.67	18,685.50	2,463.01
39	12/28/23	18,685.50	430.52	-	430.52	383.80	46.71	18,301.69	2,509.73
40	1/28/24	18,301.69	430.52	-	430.52	384.76	45.75	17,916.93	2,555.48
41	2/28/24	17,916.93	430.52	-	430.52	385.73	44.79	17,531.20	2,600.27
42	3/28/24	17,531.20	430.52	-	430.52	386.69	43.83	17,144.51	2,644.10
43	4/28/24	17,144.51	430.52	-	430.52	387.66	42.86	16,756.86	2,686.96
44	5/28/24	16,756.86	430.52	-	430.52	388.63	41.89	16,368.23	2,728.86
45	6/28/24	16,368.23	430.52	-	430.52	389.60	40.92	15,978.63	2,769.78
46	7/28/24	15,978.63	430.52	-	430.52	390.57	39.95	15,588.06	2,809.72
47	8/28/24	15,588.06	430.52	-	430.52	391.55	38.97	15,196.51	2,848.69
48	9/28/24	15,196.51	430.52	-	430.52	392.53	37.99	14,803.99	2,886.68
49	10/28/24	14,803.99	430.52	-	430.52	393.51	37.01	14,410.48	2,923.69
50	11/28/24	14,410.48	430.52	-	430.52	394.49	36.03	14,015.99	2,959.72
51	12/28/24	14,015.99	430.52	-	430.52	395.48	35.04	13,620.51	2,994.76
52	1/28/25	13,620.51	430.52	-	430.52	396.47	34.05	13,224.04	3,028.81
53	2/28/25	13,224.04	430.52	-	430.52	397.46	33.06	12,826.59	3,061.87
54	3/28/25	12,826.59	430.52	-	430.52	398.45	32.07	12,428.13	3,093.94
55	4/28/25	12,428.13	430.52	-	430.52	399.45	31.07	12,028.69	3,125.01
56	5/28/25	12,028.69	430.52	-	430.52	400.45	30.07	11,628.24	3,155.08
57	6/28/25	11,628.24	430.52	-	430.52	401.45	29.07	11,226.79	3,184.15
58	7/28/25	11,226.79	430.52	-	430.52	402.45	28.07	10,824.34	3,212.22
59	8/28/25	10,824.34	430.52	-	430.52	403.46	27.06	10,420.89	3,239.28
60	9/28/25	10,420.89	430.52	-	430.52	404.47	26.05	10,016.42	3,265.33



Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	10/28/25	10,016.42	430.52	-	430.52	405.48	25.04	9,610.94	3,290.37
62	11/28/25	9,610.94	430.52	-	430.52	406.49	24.03	9,204.45	3,314.40
63	12/28/25	9,204.45	430.52	-	430.52	407.51	23.01	8,796.95	3,337.41
64	1/28/26	8,796.95	430.52	-	430.52	408.53	21.99	8,388.42	3,359.40
65	2/28/26	8,388.42	430.52	-	430.52	409.55	20.97	7,978.87	3,380.37
66	3/28/26	7,978.87	430.52	-	430.52	410.57	19.95	7,568.30	3,400.32
67	4/28/26	7,568.30	430.52	-	430.52	411.60	18.92	7,156.71	3,419.24
68	5/28/26	7,156.71	430.52	-	430.52	412.63	17.89	6,744.08	3,437.13
69	6/28/26	6,744.08	430.52	-	430.52	413.66	16.86	6,330.42	3,453.99
70	7/28/26	6,330.42	430.52	-	430.52	414.69	15.83	5,915.73	3,469.82
71	8/28/26	5,915.73	430.52	-	430.52	415.73	14.79	5,500.00	3,484.61
72	9/28/26	5,500.00	430.52	-	430.52	416.77	13.75	5,083.23	3,498.36
73	10/28/26	5,083.23	430.52	-	430.52	417.81	12.71	4,665.42	3,511.07
74	11/28/26	4,665.42	430.52	-	430.52	418.85	11.66	4,246.57	3,522.73
75	12/28/26	4,246.57	430.52	-	430.52	419.90	10.62	3,826.67	3,533.35
76	1/28/27	3,826.67	430.52	-	430.52	420.95	9.57	3,405.72	3,542.91
77	2/28/27	3,405.72	430.52	-	430.52	422.00	8.51	2,983.71	3,551.43
78	3/28/27	2,983.71	430.52	-	430.52	423.06	7.46	2,560.65	3,558.89
79	4/28/27	2,560.65	430.52	-	430.52	424.12	6.40	2,136.54	3,565.29
80	5/28/27	2,136.54	430.52	-	430.52	425.18	5.34	1,711.36	3,570.63
81	6/28/27	1,711.36	430.52	-	430.52	426.24	4.28	1,285.12	3,574.91
82	7/28/27	1,285.12	430.52	-	430.52	427.31	3.21	857.82	3,578.12
83	8/28/27	857.82	430.52	-	430.52	428.37	2.14	429.44	3,580.27
84	9/28/27	429.44	430.52	-	429.44	428.37	1.07	0.00	3,581.34

## LOAN APPLICATION - Business Development

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

### APPLICANT INFORMATION:

NAME: Randy Woodward  
ADDRESS: 1110 Riverside Dr. Owosso  
BEST PHONE #: 989-277-2815 ☐ Business ☒ Mobile ☐ Home  
EMAIL: randywoodward@gmail.com

### BUSINESS INFORMATION:

OWNER ENTITY NAME: Woodward Commercial  
DBA (if different): \_\_\_\_\_ EIN # (if applicable): 27-3775172  
ADDRESS: 120 W. Exchange St. #300  
PHONE: 989-723-3711 WEBSITE: woodwardowosso.com  
TAX CLASSIFICATION OF BUSINESS ENTITY:

☒ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship ☐ S-Corp ☐ Individual

TYPE/CATEGORY OF BUSINESS: Real Estate Brokerage - Development - Management

### Property Information:

PROPERTY IS: ☐ Vacant ☐ Occupied - List Tenants: UNDER CONSTRUCTION  
PROPERTY IS: ☐ Owned by Business ☒ Owned by Applicant ☐ Owned by Other \_\_\_\_\_  
SQUARE FOOTAGE CURRENTLY OCCUPIED: 13,000  
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 26,000

### Financial Information:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 1,500,000  
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 250,000

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

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

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



### LOAN REQUEST INFORMATION:

LOAN REQUEST (check up boxes that apply):

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

- ☐ Point of Sale System; ☐ Marketing Expenses; ☐ Inventory of Retail Goods  
☐ Signage Purchase or Restoration; ☐ Retail Space Build Outs and Upgrading

☒ Other: OFFICE FURNITURE; ☐ Other: \_\_\_\_\_

TOTAL DEVELOPMENT COST: \$1,800,000 TOTAL LOAN REQUESTED: \$32,582.16

ESTIMATED START DATE: underway ESTIMATED COMPLETION DATE: 10-15-2020

DOES BUSINESS TYPE SUPPORT THE DISTRICT'S TRANSFORMATION STRATEGY?

☐ No ☒ Yes - DESCRIBE: We have invested millions downtown and help others do the same. We wish to continue this strategy.

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

☐ No ☐ Yes - Please provide proof (via business plan)

N/A - This is one small piece of a much larger puzzle.

PROVIDE A BRIEF DESCRIPTION OF PROJECT:

We have been in process of a full building Rehab @ 246 W. Main. We are moving our corporate office to the second floor. We have run into many delays that have contributed to budget overruns - COVID - being the latest! This loan will help expedite our move-in and allow these funds to be allocated elsewhere in the project.

### APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

- ☐ Completed RLF Application ☐ Business Plan w/projected financials ☐ Cost Estimates  
☐ All existing lien holder agreements (if applicable) ☐ Design Renderings (if applicable)

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

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

Applicant Signature: [Signature] Date Signed: 8/17/2020

**Owosso Main Street/DDA Only:** \_\_\_\_\_

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

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

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

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

APPLICANT NAME: WOODWORTH COMMERCIAL

DATE REVIEWED: 8/31/20

PROJECT ADDRESS: 116 W. MAIN STREET (SECOND-STORY OFFICE SPACE)

PROJECT SCOPE OF WORK: BUSINESS INTERIOR FURNISHING

LOAN REQUEST: \$32,582.16

LOAN APPROVED AMOUNT: \$32,582.16

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	5	Building was a recipient of an MEDC Façade Grant in 2018/2019.
Does the project help fulfill OMS Transformation Strategy?	0-10	0	
Is the project supported by a relevant business plan?	0-10	5	Existing, downtown business
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	Development & occupation of what is currently a vacant & underutilized space.
Does the project have a well-articulated path to completion?	0-10	5	Proposal was added to the application
Does the project provide the best use/business type for the district?	0-10	10	Upper-level office space is appropriate for this location.
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	5	Building is currently under construction with a Fall 2020 completion date.
Does the project have adequate matching funds?	0-5	5	Application indicates adequate matching funds
<b>TOTAL=</b>		<b>45</b>	

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



## MEMORANDUM

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

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DATE: August 31, 2020

TO: City Council

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

SUBJECT: Change Order No. 2 for the 2020 Street Patches Program

### RECOMMENDATION:

Approval of Change Order No. 2 to the Contract between the city of Owosso and Smith Sand & Gravel of Owosso, Michigan, for the 2020 Street Patches Program.

### BACKGROUND:

On June 1, 2020, City Council approved the contract to Smith Sand & Gravel in the amount of \$59,198.75 for the 2020 Street Patches Program. Change Order No. 1 was approved by City Council on August 17, 2020 for additional repairs resulting from water main breaks and sewer failures during the spring and summer months. On the evening of August 18, 2020, the 12 inch water main on E North Street fractured resulting in the need of an additional street repair. Change Order No. 2 in the amount of \$15,669.35, an increase, that when approved will revise the total contract amount to \$100,629.30. This change order increases the quantities of the contract pay items to make the additional repair.

### FISCAL IMPACTS:

Additional expenses in the amount of \$15,669.30 for Change Order No. 2 shall be paid from the Water Fund Account 591-552-818.000.

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

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

**RESOLUTION NO.**

**AUTHORIZING CHANGE ORDER NO. 2  
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND  
SMITH SAND & GRAVEL  
FOR THE 2020 STREET PATCHES PROGRAM**

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

WHEREAS, the city approved Change Order No. 1 on August 17, 2020 authorizing an increase in the contract amount

WHEREAS, a water main break on E North Street resulted in the need for an additional street patch; and

WHEREAS, Smith Sand & Gravel has agreed to make these additional repairs on E. North Street in the amount of \$15,669.35, and a change order is necessary to increase the contract amount.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2020 Street Patches Program contract with Smith Sand & Gravel to increase the contract amount to make an additional street repair.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 2 in the amount of \$15,669.35; an increase to the Contract for Services between the city of Owosso and Smith Sand & Gravel, revising the total current contract amount from \$84,959.95 to \$100,629.30.

THIRD: The accounts payable department is authorized to pay Smith Sand & Gravel for work satisfactorily completed up to the revised contract amount of \$100,629.30.

FOURTH: The above expenses shall be paid from Water Fund Account 591-552-818.000.

## CHANGE ORDER

No. 2

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

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

Description:

Add a patch at 107 E North Street due to the 12 inch water main break.

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

<u>Item No.</u>	<u>Description</u>	<u>Quantity Change</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
3	Pavt, Rem, Modified	160	Syd	\$25.00	\$4,000.00
4	HMA, 13A	77	Ton	\$151.55	\$11,669.35
<b>Total Change:</b>					\$15,669.35

Attachments: 2020 Street Patches List E North St, 2020 Street Patches E North St Patch map

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>59,198.75</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>1</u> \$ <u>25,761.20</u>
Contract Price prior to this Change Order: \$ <u>84,959.95</u>
Increase (Decrease) of this Change Order: \$ <u>15,669.35</u>
Contract Price incorporating this Change Order: \$ <u>100,629.30</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>1</u> Substantial Completion: <u>September 30, 2020</u> Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>September 30, 2020</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>September 30, 2020</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: Clayton Wehner

ENGINEER (Authorized Signature)

Title: Project Engineer

Date: 8/27/2020

APPROVED:

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

OWNER (Authorized Signature)

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

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

ACCEPTED:

By: Shirley Smith

CONTRACTOR (Authorized Signature)

Title: President

Date: 8/26/2020



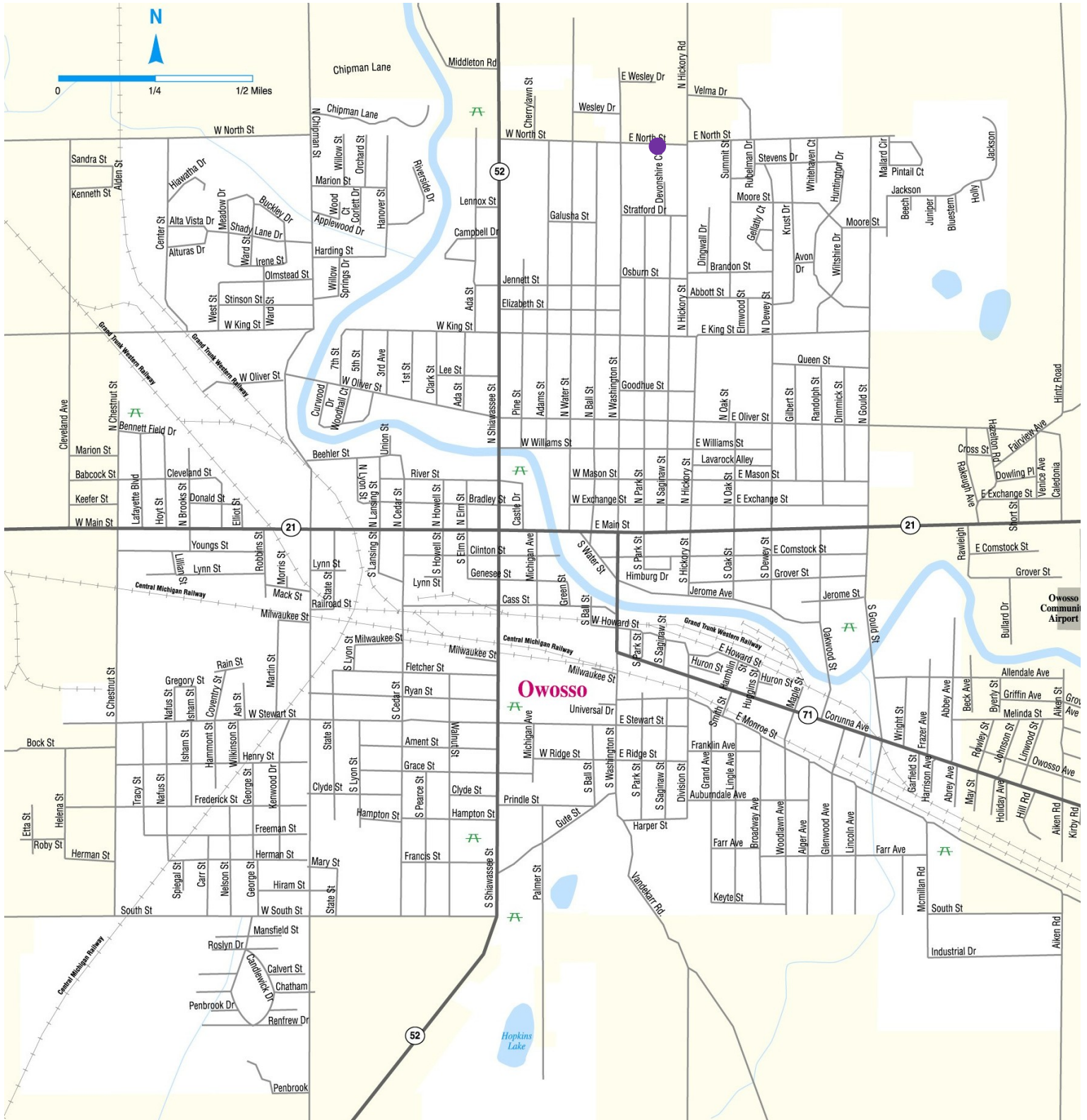
2020 STREET PATCHES LIST E NORTH ST

DATE	MISS DIG ADDRESS	LOCATION	RESPONSIBLE PARTY	STREET CLASSIFICATION	DIMENSIONS	SIZE SF	DEPTH	MATERIAL	SAW CUT	NOTES
8/19/2020	107 E North St	E North St between Washington and Hickory	Water	Major	55' x 26'	1430.00	8"	Asphalt		

# CITY OF OWOSSO

## 2020 STREET PATCHES E NORTH ST PATCH

● 2" ● 4" ● 6" ● 8" ● 12"





## MEMORANDUM

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

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**DATE:** September 2, 2020

**TO:** City Council

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

**SUBJECT:** Engineering Field Services - 2020 Street & Water Mains - Change Order No. 1

**RECOMMENDATION:**

Approval to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) Advisors of Livonia, Michigan as Change Order No. 1, for field administration services in the amount of \$66,698.00

**BACKGROUND:**

City of Owosso awarded OHM an engineering services agreement at its regular council meeting of July 1, 2019, for street and water main construction administration services in the amount of \$155,000.00 and engineering design services in the amount of \$33,000 for a total of \$188,000.00. These services are for the 2020 street construction and water main replacements on North & Summit Streets (Contract No. 1), and Clark and Cedar Streets (Contract No.2).

The additional funds requested will bring the field inspection and construction administration services to a total of \$221,698.00 for contracts No. 1 and 2. Typical engineering field inspection and construction administration services are 6% to 8% of actual construction costs. The additional funds requested will bring the total to 6.1% of construction costs awarded for contracts No. 1 and 2. The additional funds as negotiated with OHM are reasonable and necessary to complete these projects.

The added administrative burden imposed by the Michigan Department of Environment Great Lakes & Energy to manage the combined street & water main projects as separate cost centers, significantly impacted/increased the construction oversight and accounting of field activities.

**FISCAL IMPACTS:**

The services as proposed are chargeable to the FY 2020-2021 Water Fund account 591-901-972.000, and the 2016 Unlimited Obligation Bond Proceeds Account No. 202/203-451-818.000.

**Document originated by:**

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution  
(2) OHM Proposal

**RESOLUTION NO.**

**APPROVAL OF CHANGE NO.1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE CITY OF OWOSSO AND ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM  
ADVISORS FOR THE 2020 STREET AND WATER MAIN CONSTRUCTION PROGRAM**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an professional services agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution No. 101-2019 on July 1, 2019; and

WHEREAS, the city and Director of Public Services & Utilities desires to increase the professional services agreement to include additional field inspection and construction administration, as negotiated and proposed by OHM Advisors, for the 2020 street and water main construction program year.

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 increase construction field inspection and construction administration services as Change Order No. 1, with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors in the amount of \$66,698.00, to comply with regulatory recommendations.
- SECOND: The mayor and city clerk are requested and authorized to sign Change Order No. 1 To the professional engineering services agreement between the City of Owosso, Michigan and Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors in an amount not to exceed \$66,698.00 as attached in the OHM proposal.
- THIRD: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$155,000.00 plus \$66,698.00 (exclusive of engineering design services) for a total of \$221,698.00 for field inspection and construction administration services.
- FOURTH: The above expenses shall be paid from FY2020-2021 Water Funds Account 591-901-972.000, and Street Bond Fund Account 202/201-451-818.000.



August 31, 2020

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

RE: 2020 Paving Projects – P.O. #42843  
Change Order Request, Contracts #1 and #2

Dear Mr. Chinavare:

At this time, we are requesting a change order for the above referenced project to cover additional funds needed for oversight of these contracts.

As we have discussed, construction observation efforts for this year's improvements will exceed the City's programmed budget significantly based on the project being split into two separate contracts. Work for both contracts, which have a combined construction value of \$3,604,953.51 began on May 4, 2020. Our fee provided in June of last year for construction observation and contract administration totaled \$155,000 and was based on a 26-week schedule and **1 contract**. The observation component to this proposal was budgeted at \$93,600 with 1 construction technician at 1,170 hours (45 hours/week at 26 weeks). Based on the anticipated completion date for these two contracts, we estimate a total of 37 weeks that will require full-time observation. Our forecast for this estimate is summarized below:

Contract #	Actual Start Date	Anticipated Completion Date	Schedule
1	5/4/20	9/19/20	20 Weeks
2	5/4/20	9/4/20	17 Weeks
<b>Overall Schedule</b>			<b>37 Weeks</b>

The table below summarizes our anticipated level of effort based on multiple field staff to cover both contracts #1 and #2 for 11 extra weeks (beyond the 26 weeks established in our June 2019 proposal). Based on this scenario, our fee for inspection would result in a \$112,200 increase to the original \$93,600 budget.

**OHM Advisors®**

201 EAST ELLSWORTH STREET, UNIT 100  
MIDLAND MICHIGAN 48640

T 989.956.2020 **OHM-Advisors.com**



Job Classification	Personnel	Hours	Fee*
Technician I	Aaron Trevarrow	550 (50 hrs/wk*26 weeks)	\$44,000
Technician II	Kevin Pelton	550 (50 hrs/wk*26 weeks)	\$55,000
Technician III	Josh Righi	110 (10 hrs/wk*26 weeks)	\$13,200
<b>TOTAL</b>			<b>\$112,200</b>

*\*Fees are based on 2020 billing rates*

According to your latest correspondence, it appears the City is willing to consider a change order of \$66,698.00 to cover extra costs associated with oversight of these contracts. Based on this, the proposed change order is as follows:

Previously Approved Budget (June 2019)	\$155,000
<u>Proposed Change Order #1</u>	<u>\$66,698</u>
<b>TOTAL ADJUSTED FEE</b>	<b>\$221,698</b>

Recognizing the City's budget constraints OHM will continue providing services to bring uninterrupted completion for the team. We will track effort and invoice accordingly so both the City of Owosso and OHM understand the actual effort expended on this set of projects. We very much appreciate the consideration given by increasing the budget as referenced.

Sincerely,  
OHM Advisors

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Lou Fleury, PE  
Principal



## MEMORANDUM

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

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**DATE:** September 2, 2020

**TO:** City Council

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

**SUBJECT:** C2ae Engineering Services Addendum No.7 - Sludge Handling Project

**RECOMMENDATION:**

Authorization to amend the Agreement between the City of Owosso and C2ae of Lansing, Michigan dated October 21, 2013 in the amount of \$145,000.00 as addendum No.7, for providing engineering design and construction administration services for replacement solids handling process equipment at the wastewater treatment plant.

**BACKGROUND:**

The existing centrifuge/solids handling process equipment was purchased used (20 years old when purchased) and installed in 1999. This equipment is not very efficient and becoming more difficult to support due to obsolescence. The rotating element/gear box must be replaced every 3 to 4 years at a cost \$35,000, which puts the process equipment out of service 6 to 8 weeks for rebuilding, and significantly increases sludge process costs by having to truck sludge to another operating wastewater treatment plant. The operating controls for the centrifuge are also out dated 40 year old technology. This operating equipment was identified in the 2017 SAW Grant Asset Management Plan as a priority replacement item. Funding and construction is proposed for 2021.

Processed solids/sludge disposal costs to regulated landfills have nearly doubled in the past two years. Newer technology proposed by C2ae has the potential of slashing landfill disposal fees by 50% to 65% / \$70,000 to \$100,000 annually. C2ae continues to provide very good engineering services for the city of Owosso at very competitive rates. Their proposal is below construction versus engineering cost percentages normally expected.

**FISCAL IMPACTS:**

Capital replacement engineering services will be funded from the FY2020/2021 budget, chargeable to account 599-901-977.000.

**Document originated by:**

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) C2ae Proposal  
(2) Resolution

**RESOLUTION NO.**

**APPROVAL OF ADDENDUM NO.7 TO THE AGREEMENT BETWEEN THE CITY OF  
OWOSSO AND C2AE ENGINEERS AND PLANNERS FOR ENGINEERING DESIGN  
AND CONSTRUCTION SERVICES TO REPLACE SOLIDS HANDLING PROCESS  
EQUIPMENT AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, will fund from the Wastewater Plant Replacement Fund for the replacement of the solids handling equipment, and

WHEREAS, the existing solids handling equipment is obsolete and costly to maintain, and C2ae Engineers and Planners of Lansing, Michigan has provided a proposal for the necessary engineering services to replace this aged capital process equipment, and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal and verified the engineering services as necessary for the design, bid specification development, and construction administration services to replace the solids handling equipment, and hereby recommends authorizing C2ae to provide these engineering services in the amount of \$145,000.00.

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 C2ae Engineers and Planners for design services to replace the aged solids handling equipment at the Wastewater Treatment Plant.

SECOND: The accounts payable department is authorized to submit payment to C2ae in the amount of \$145,000.00 for these services.

THIRD: The above expenses shall be paid from the Wastewater Plant Fund 599-901-977.000.



August 6, 2020

Mr. Glenn Chinavare  
Public Utilities Director  
City of Owosso  
301 West Main Street  
Owosso, MI 48867

**Re: Proposal for Professional Services: Sludge Process Improvements  
Owosso Wastewater Treatment Plant**

Dear Mr. Chinavare:

C2AE is pleased to submit this proposal to provide consulting engineering services related to the City of Owosso's Sludge Process Improvements.

**PROJECT UNDERSTANDING**

Per our discussions, the City would like to install sludge screw presses including electrical system. Improvements will be required to the building to include removal of old retired equipment, new roof over sludge room, and possible new access overhead door on the back of the building. The sludge room is Class I Division I space and will need upgrades to the gas detection and ventilation.

C2AE will provide all required design and construction engineering and will prepare record plans as detailed in the project work plan below.

**Phase 1 – Preliminary Engineering Design:**

1. Project Kick-Off Meeting – Meet with the City to review the project requirements, scope of improvements, project schedule and information needs.
2. Evaluation of Process Alternatives – Evaluate the possibility of added sludge dryers in addition to the proposed screw presses.
3. Basis of Design – Develop the basis of design for review and comment by the City and submit to EGLE.
4. Preliminary Contract Documents – Develop preliminary contract plans and technical specifications. Preliminary plans and technical specifications will be provided to the City staff for approval prior to commencing with the final design.
5. Preliminary Opinion of Probable Construction Cost – Develop preliminary opinion of probable construction cost.
6. Preliminary QA/QC – Conduct an internal quality assurance/quality control review of the preliminary design documents prior to submitting them to the City.
7. Review Meeting – Meet with the City to review the preliminary design.

**Phase 2 – Design Engineering Design:**

1. Final Contract Documents – Develop final contract plans and specifications. The design will meet the requirements of the Michigan Department of Environment, Great Lakes and Energy (EGLE) and the requirements of the City, and will be in accordance with the 10 States Standards. Final plans will be prepared using AutoCAD.

2. Opinion of Probable Construction Cost – Update opinion of probable construction cost.
3. Final QA/QC – Conduct an internal quality assurance/quality control review of the final design documents prior to submitting them to the City and the EGLE.
4. EGLE Part 41 Review – Submit final plans and specifications to the EGLE for review and issuance of a Part 41 construction permit, if required. Note: All other necessary permits will be obtained by the Contractor by means spelled out in the Construction Contract Documents.
5. Review Meeting – Meet with the City to review the final design.
6. Bid Set Contract Documents – Develop bid set contract plans and specifications incorporating all City and EGLE comments.

**Phase 3 – Bidding Phase Services:**

1. Advertisement – The City will advertise in MITN. C2AE will supply information to specific vendors.
2. Plans and Specifications for Bidding – The City will provide documents on the City's website with contact information for C2AE to address any questions, which arise during bidding.
3. Consultation – Answer questions from prospective contractors relative to the project.
4. Bidding – The City will conduct the bid opening.
5. Bid Tabulation – The City will prepare a bid tabulation.
6. Bidder Verification – Review the qualifications and references of the two low bidders and provide the information to the City for purposes of awarding the contract.

**Phase 4 – Construction Engineering:**

1. Contract Document Execution – Prepare the contract documents for execution.
2. Pre-Construction Meeting – Schedule and attend a pre-construction meeting.
3. Progress Meetings – Schedule and conduct progress meetings as required.
4. Shop Drawing Review – Provide shop drawing review in accordance with submittal requirements.
5. Construction Services – Provide as-needed construction observation and technical assistance, consisting of at least weekly visits to the project site while construction is underway.
6. Office Engineering/Contract Administration – Provide office assistance for compliance with the contract documents and for processing Construction Contract modifications and maintenance of records as required documenting the work to City standards.
7. Equipment Startup – Provide discipline appropriate design engineer(s) to observe startup of the equipment provided for the project.
8. Punch List – Perform final inspection; prepare punch list as appropriate.

**Phase 5 – Record Drawings:**

1. Record Drawings – Prepare record drawings of the completed construction. Provide the City with plans on desired media and with electronic copies in AutoCAD format.
2. Record Drawing QA/QC Review – Conduct an internal quality assurance/quality control review of the record drawings prior to submitting them to the City.

## ASSUMPTIONS

In preparing this proposal, C2AE has assumed the following:

1. The new equipment will be setup for SCADA, but will not be connected to SCADA at this time. Controls work will not be required.
2. Scheme is adequate and in good working order. Each of these will be reused.
3. The City will examine all materials prepared by C2AE and render necessary decisions.
4. The City will indicate when it is appropriate to begin the work on each phase of the project, following the review meeting for the previous phase. This notice to proceed should include a summary of any major changes requested from the previous phase's work.

## SCHEDULE

C2AE is available to meet the City's schedule for construction.

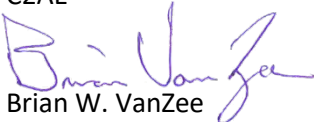
## FEE FOR SERVICES

Design Services:	\$ 95,000	Lump Sum
Construction and Bidding Services:	<u>\$ 50,000</u>	Lump Sum
Total Project Cost	\$ 145,000	Lump Sum

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,

C2AE



Brian W. VanZee  
Project Manager

Accepted By:

**City of Owosso, Michigan**

\_\_\_\_\_  
Client



Roger F. Marks, PE  
Group Leader

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

BWV/bad/BD-1027

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the City of Owosso, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.
- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses,

allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.

- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed **\$145,000**.
- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- T. Part-Time Construction Observation: The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the



OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

- V. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- X. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.
- Y. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.



## **MEMORANDUM**

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

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DATE: September 1, 2020  
TO: City Council  
FROM: Glenn M. Chinavare, Director of Public Services & Utilities  
SUBJECT: State of Michigan Salt Contract 171-180000000768

### **RECOMMENDATION:**

Approval of award to Detroit Salt Company, LLC under State of Michigan Contract in the amount of \$80,696.00 for 1400 ton of road salt at \$57.64/ton seasonal fill, to be delivered as needed for the 2020/2021 contract period.

### **BACKGROUND:**

The State of Michigan has taken competitive bids for road salt. The Detroit Salt Company, LLC was the low bidder for 2018. This contract became effective September 1, 2018 and will expire August 31, 2023. Price per ton for last year's 2019-2020 season fill was \$60.36/ton.

### **FISCAL IMPACTS:**

The above expenses in the amount of \$80,696.00 shall be paid from the Local and Major Street Fund accounts 202/203.478.728.000 and State Trunk-line account 202.497.728.000.

### **Document originated by:**

Glenn M. Chinavare  
Director, Public Services & Utilities

Attachments: (1) Resolution  
(2) MiDeal State Contract  
(3) Bulk Salt Usage



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH  
THE DETROIT SALT COMPANY, LLC  
FOR THE 2020-2021 WINTER SUPPLY OF ROAD SALT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a responsibility to keep its streets safe during the winter months, and that this winter ice control maintenance is advisable, necessary and in the public interest; and

WHEREAS, the most efficient way to remove ice from the streets is the application of road salt onto the icy pavements; and

WHEREAS, in order to obtain the best price for road salt material, it is in the best interest of the city of Owosso to waive competitive bidding requirements and utilize the State of Michigan Contract number 171-180000000768 effective September 1, 2018, provided by The Detroit Salt Company, LLC for the purchase of road salt at \$57.64 per ton for seasonal delivery as needed bulk.

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 1,400 tons of road salt from The Detroit Salt Company, LLC.
- SECOND: The contract between the City and The Detroit Salt Company, LLC shall be in the form of a Purchase Order, with reference to State of Michigan Contract No. 171-180000000768.
- THIRD: The accounts payable department is authorized to pay The Detroit Salt Company, LLC for road salt delivered in the amount of \$80,696.00.
- FOURTH: The above expenses shall be paid from Local and Major Street Fund and State Trunk-line accounts 202/203.478.728.000 and 202.497.728.000.



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

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

## CONTRACT CHANGE NOTICE

Change Notice Number 6

to

Contract Number 180000000768

<b>CONTRACTOR</b>	DETROIT SALT COMPANY LC
	12841 Sanders Street
	Detroit, MI 48217
	Steve Briggs
	313-841-5144
	sales@detroitsalt.com
	CV0040860

<b>STATE</b>	<b>Program Manager</b>	Melissa Longworth	SW
		517-599-8135	
		LongworthM@Michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
BULK SALT, EARLY FILL & SEASONAL BACK-UP-STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 1, 2018	August 31, 2023	5 - 1 Year	August 31, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		See Section 1.3 Delivery and Acceptance		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
See Section 1.3 Delivery and Acceptance				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$12,295,337.50	\$4,799,283.50	\$17,094,621.00		
DESCRIPTION				
Effective September 1st, 2020 this contract is hereby amended to include FY 2020-2021 annual road salt pricing, which has been attached as Schedule B. The contract value is increased by \$4,799,283.50 to account for State of Michigan anticipated spend.				
All other terms, conditions, specifications and pricing remain the same per agency and vendor agreement, and Central Procurement Services approval.				

MiDEAL and STATE AGENCY DROP POINTS: 2020/2021 SALT ORDER					Seasonal Backup		Detroit		437,406		233		\$ 22,475,342.67	
Region	Item	County		Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Per Ton		Extended Price	
2-North	48	Wexford	MiDEAL	MANTON, CITY OF	5281 N 41 1/2 RD	Manton	Michigan	49663		50	\$	79.47	\$	3,973.50
2-North	49	Wexford	MiDEAL	WEXFORD COUNTY ROAD COMMISSION	85 W M-115	BOON	Michigan	49618	(231) 775-9731	1,300	\$	79.47	\$	103,311.00
2-North	50	Wexford	MiDEAL	WEXFORD COUNTY ROAD COMMISSION	9948 E 34 RD	CADILLAC	Michigan	49601	(231) 775-9731	50	\$	79.47	\$	3,973.50
2-North	50B	Kalkaska	MiDEAL	KALKASKA COUNTY ROAD COMMISSION	1049 Island Lake Road	Kalkaska	Michigan	49646	(231) 258-2242	4,500	\$	74.99	\$	337,455.00
3-Grand	56	Ottawa	MiDEAL	OTTAWA COUNTY	12220 Fillmore	West Olive	Michigan	49460	(616) 738-4873	50	\$	68.98	\$	3,449.00
3-Grand	57	Ottawa	MiDEAL	ZEELAND, CITY OF	600 east roosevelt	zeeland	Michigan	49464	(616) 836-5087	600	\$	68.98	\$	41,388.00
3-Grand	58	Ottawa	MiDEAL	HUDSONVILLE, CITY OF	5713 Balsam Dr	Hudsonville	Michigan	49426	(616) 669-0200	800	\$	68.98	\$	55,184.00
3-Grand	59	Ottawa	MiDEAL	HOLLAND COMMUNITY HOSPITAL	602 Michigan Ave	Holland	Michigan	49423	(616) 394-3144	50	\$	68.98	\$	3,449.00
3-Grand	60	Ottawa	MiDEAL	NORTH OTTAWA COMMUNITY HOSPITAL	403 Taylor St.	Grand Haven	Michigan	49417	(616) 847-5376	50	\$	68.98	\$	3,449.00
3-Grand	61	Ottawa	MiDEAL	OTTAWA COUNTY ROAD COMMISSION	14110 Lakeshore Drive	Grand Haven	Michigan	49417	(616) 842-5400	3,700	\$	68.98	\$	255,226.00
3-Grand	62	Ottawa	MiDEAL	OTTAWA COUNTY ROAD COMMISSION	475 - 68th Avenue N.	Coopersville	Michigan	49404	(616) 842-5400	2,700	\$	68.98	\$	186,246.00
3-Grand	63	Ottawa	MiDEAL	OTTAWA COUNTY ROAD COMMISSION	12150 Ransom Street	Holland	Michigan	49424	(616) 842-5400	7,900	\$	68.98	\$	544,942.00
3-Grand	64	Ottawa	MiDEAL	OTTAWA COUNTY ROAD COMMISSION	2500 Marcan Avenue	Jenison	Michigan	49428	(616) 842-5400	5,700	\$	68.98	\$	393,186.00
3-Grand	65	Ottawa	MiDEAL	COOPERSVILLE, CITY OF	115 W RANDALL ST	COOPERSVILLE	Michigan	49404		100	\$	68.98	\$	6,898.00
3-Grand	66	Ottawa	MiDEAL	SPRING LAKE, VILLAGE OF	210 S. Buchanan	Spring Lake	Michigan	49456	(616) 502-2162	150	\$	68.98	\$	10,347.00
3-Grand	67	Ottawa	MiDEAL	GRAND HAVEN, CITY OF	1120 Jackson	Grand Haven	Michigan	49417	(616) 847-3493	700	\$	68.98	\$	48,286.00
4-Bay	43	Lapeer	MiDEAL	LAPEER, CITY OF	217 Bentley Street	Lapeer	Michigan	48446	(810) 664-4711	650	\$	56.76	\$	36,894.00
4-Bay	44	Lapeer	MiDEAL	IMLAY, CITY OF	604 E. First Street	Imlay City	Michigan	48444	(810) 724-2135	150	\$	56.76	\$	8,514.00
4-Bay	45	Lapeer	MiDEAL	ALMONT, VILLAGE OF	413 Spring Street	Almont	Michigan	48003	(810) 798-8528	50	\$	56.76	\$	2,838.00
4-Bay	46	Lapeer	MiDEAL	LAPEER COUNTY ROAD COMMISSION	820 Davis Lake Road	Lapeer	Michigan	48446	(810) 664-6272	1,000	\$	56.76	\$	56,760.00
4-Bay	47	Lapeer	MiDEAL	LAPEER COUNTY ROAD COMMISSION	6710 Webster Road	Imlay City	Michigan	48444	(810) 664-6272	1,000	\$	56.76	\$	56,760.00
4-Bay	48	Lapeer	MiDEAL	LAPEER COUNTY ROAD COMMISSION	5891 Old State Road	North Branch	Michigan	48461	(810) 664-6272	1,000	\$	56.76	\$	56,760.00
4-Bay	49	Lapeer	MiDEAL	DRYDEN, VILLAGE OF	5605 Liberty St	Dryden	Michigan	48428	(810) 796-2207	50	\$	56.76	\$	2,838.00
4-Bay	50	Lapeer	MiDEAL	NORTH BRANCH, VILLAGE OF	4291 MILL STREET	NORTH BRANCH	Michigan	48461	(810) 688-3410	150	\$	56.76	\$	8,514.00
4-Bay	74	Shiawassee	MiDEAL	PERRY, CITY OF	220 Lamb ST.	Perry	Michigan	48872		50	\$	57.64	\$	2,882.00
4-Bay	75	Shiawassee	MiDEAL	DURAND AREA SCHOOLS	9573 Monroe Rd.	Durand	Michigan	48429	(989) 288-2681	50	\$	57.64	\$	2,882.00
4-Bay	76	Shiawassee	MiDEAL	BYRON, VILLAGE OF	121 N Saginaw St	Byron	Michigan	48418	(810) 266-5090	50	\$	57.64	\$	2,882.00
4-Bay	77	Shiawassee	MiDEAL	DURAND, CITY OF	501 Kent St	Durand	Michigan	48429	(989) 288-3113	100	\$	57.64	\$	5,764.00
4-Bay	78	Shiawassee	MiDEAL	SHIAWASSEE COUNTY ROAD COMMISSION	701 W Corunna Ave	Corunna	Michigan	48817	(989) 743-2228	600	\$	57.64	\$	34,584.00
4-Bay	79	Shiawassee	MiDEAL	LAINGSBURG, CITY OF	320 Grand River	Laingsburg	Michigan	48848	(517) 651-6101	150	\$	57.64	\$	8,646.00
4-Bay	80	Shiawassee	MiDEAL	OWOSSO, CITY OF	522 milwaukee	owosso	Michigan	48867	(989) 725-0555	1400	\$	57.64	\$	80,696.00
6-University	1	Clinton	MiDEAL	ELSIE, VILLAGE OF	125 W Main St	Elsie	Michigan	48831	(989) 862-5193	50	\$	58.52	\$	2,926.00
6-University	2	Clinton	MiDEAL	OVID, CITY OF	127 N. Gratiot St.	Ovid	Michigan	48866	(989) 666-8695	100	\$	58.52	\$	5,852.00
6-University	3	Clinton	MiDEAL	DEWITT, CITY OF	907 W Main	DeWitt	Michigan	48820	(517) 669-2441	250	\$	58.52	\$	14,630.00
6-University	4	Clinton	MiDEAL	ST. JOHNS, CITY OF	1000 N. US27 BR	St. Johns	Michigan	48879	(989)224-8944	150	\$	58.52	\$	8,778.00
6-University	5	Clinton	MiDEAL	EAST LANSING, CITY OF	1800 East State Road	East Lansing	Michigan	48823	(517)319-6925	1500	\$	58.52	\$	87,780.00
6-University	6	Clinton	MiDEAL	CLINTON COUNTY ROAD COMMISSION	3536 South U.S. Highway 27	St. Johns	Michigan	48879	(989) 668-0040	2000	\$	58.52	\$	117,040.00
6-University	7	Eaton	MiDEAL	POTTERVILLE, CITY OF	319 N Nelson	Potterville	Michigan	48876	(517) 645-7641	50	\$	56.52	\$	2,826.00
6-University	8	Eaton	MiDEAL	EATON COUNTY ROAD COMMISSION	1112 Renolds Road	Charlotte	Michigan	48813	(517) 543-1632	3650	\$	56.52	\$	206,298.00
6-University	9	Eaton	MiDEAL	EATON COUNTY ROAD COMMISSION	3102 Sanders Road	Lansing	Michigan	48917	(517) 543-1632	2000	\$	56.52	\$	113,040.00
6-University	10	Eaton	MiDEAL	EATON COUNTY ROAD COMMISSION	1101 Lipsey Drive	Charlotte	Michigan	48813	(517) 543-1632	400	\$	56.52	\$	22,608.00
6-University	11	Eaton	MiDEAL	VERMONTVILLE, VILLAGE OF	134 Westside Drive	Vermontville	Michigan	49096	(517) 726-1444	50	\$	56.52	\$	2,826.00
6-University	12	Eaton	Agency	DTMB-Facilities-Building Operations Division - AGENCY	7440 Parsons Drive	Dimondale	Michigan	48821	(517) 712-1686	500	\$	56.52	\$	28,260.00
6-University	13	Eaton	MiDEAL	EATON COUNTY ROAD COMMISSION	300 Market Street	Eaton Rapids	Michigan	48827	(517) 543-1632	100	\$	56.52	\$	5,652.00
6-University	14	Eaton	MiDEAL	EATON COUNTY ROAD COMMISSION	3411 S Ionia Road	Bellevue	Michigan	49021	(517) 543-1632	1000	\$	56.52	\$	56,520.00
6-University	15	Eaton	MiDEAL	EATON COUNTY ROAD COMMISSION	8893 W Vermontville Hwy.	Vermontville	Michigan	49096	(517) 543-1632	1650	\$	56.52	\$	93,258.00
6-University	16	Eaton	MiDEAL	LANSING COMMUNITY COLLEGE	5708 Corner Stone Dr	Lansing	Michigan	48917	(517) 483-1726	100	\$	56.52	\$	5,652.00
6-University	17	Eaton	MiDEAL	GRAND LEDGE PUBLIC SCHOOLS	13256 Lawson Road	Grand Ledge	Michigan	48837	(517) 925-5424	100	\$	56.52	\$	5,652.00
6-University	18	Eaton	MiDEAL	CHARLOTTE, CITY OF	301 Tirrell Highway	Charlotte	Michigan	48813	(517) 543-8841	600	\$	56.52	\$	33,912.00
6-University	19	Eaton	MiDEAL	GRAND LEDGE CITY OF	1174 Comet Lane	Grand Ledge	Michigan	48837	(269) 838-9476	400	\$	56.52	\$	22,608.00
6-University	20	Hillsdale	MiDEAL	HILLSDALE, CITY OF	149 Waterworks Ave	Hillsdale	Michigan	49242	(517) 437-6490	1000	\$	59.72	\$	59,720.00
6-University	21	Hillsdale	MiDEAL	HILLSDALE COUNTY ROAD COMMISSION	1919 Hudson Road	Hillsdale	Michigan	49242	(517) 437-4458	6500	\$	59.72	\$	388,180.00
6-University	22	Hillsdale	MiDEAL	HILLSDALE COUNTY ROAD COMMISSION	123 Wales Street	Camden	Michigan	49232	(517) 437-4458	800	\$	59.72	\$	47,776.00
6-University	23	Hillsdale	MiDEAL	HILLSDALE COUNTY ROAD COMMISSION	8640 Jerome Road	Jerome	Michigan	49249	(517) 437-4458	850	\$	59.72	\$	50,762.00
6-University	24	Hillsdale	MiDEAL	HILLSDALE COUNTY ROAD COMMISSION	218 Fremont Street	Litchfield	Michigan	49252	(517) 437-4458	700	\$	59.72	\$	41,804.00
6-University	25	Hillsdale	MiDEAL	HILLSDALE COUNTY ROAD COMMISSION	426 S. Main Street	Waldron	Michigan	49288	(517) 437-4458	650	\$	59.72	\$	38,818.00
6-University	26	Hillsdale	MiDEAL	JONESVILLE, CITY OF	111 Ecology Dr.	Jonesville	Michigan	49250	(517) 849-2104	250	\$	59.72	\$	14,930.00
6-University	27	Ingham	MiDEAL	WEBBERVILLE, VILLAGE OF	4787 Pardee Rd.	Webberville	Michigan	48892	(517) 521-3984	150	\$	54.93	\$	8,239.50
6-University	28	Ingham	MiDEAL	MERIDIAN TOWNSHIP	2100 Gaylord C smith Ct	Haslett	Michigan	48840	(517) 853-4624	100	\$	54.93	\$	5,493.00
6-University	29	Ingham	Agency	DTMB-Facilities-Building Operations Division-AGENCY	3111 W St Joseph Str	Lansing	Michigan	48917	(517) 712-1686	400	\$	54.93	\$	21,972.00
6-University	30	Ingham	MiDEAL	MICHIGAN STATE UNIVERSITY	1060 Stadium Drive	East Lansing	Michigan	48824	(517) 884-6200	2000	\$	54.93	\$	109,860.00



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **180000000768**

<b>CONTRACTOR</b>	DETROIT SALT COMPANY LC
	12841 Sanders Street
	Detroit, MI 48217
	Steve Briggs
	313-841-5144
	sales@detroitsalt.com
	CV0040860

<b>STATE</b>	<b>Program Manager</b>	Melissa Longworth	SW
		517-599-8135	
		LongworthM@Michigan.gov	
	<b>Contract Administrator</b>	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
BULK SALT, EARLY FILL & SEASONAL BACK-UP-STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
September 1, 2018	August 31, 2023	5 - 1 Year		August 31, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		See Section 1.3 Delivery and Acceptance		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
See Section 1.3 Delivery and Acceptance				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		August 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$12,295,337.50	\$0.00		\$12,295,337.50	
DESCRIPTION				
Effective May 1, 2020 specific provisions in Schedule A, Statement of Work, Contract Activities are updated through this Change Notice and will take effect during the 2020 Early Fill and 2021 Seasonal Backup periods.				
All other terms, conditions, specifications and pricing remain the same per MDOT, Contractor, and Central Procurement Services approval.				

The following changes are made and agreed to between the State and Contractor:

#	Contract Section	Current Language prior to this CN	Replaced through this CN																								
1	1.3 Delivery and Acceptance	<i>No current Language here</i>	All quantities delivered must be +/- 10% of the amount indicated on the delivery order for each drop point.																								
2	1.3.1 Time Frames	<p><b>EARLY FILL TIMEFRAMES</b></p> <p>e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order, prior to moving to another drop point. Delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. <b>(See Deductions 1.3.7)</b></p>	<p><b>EARLY FILL TIMEFRAMES</b></p> <p>e. Once early fill salt deliveries begin for a drop point, deliveries must continue until that particular drop point has received the entire quantity specified on the delivery order. MDOT and MiDEAL members have limited resources and equipment for accepting deliveries and this requirement enables us to have resources where needed at the time of delivery. For drop point orders less than or equal to 2500 tons, delivery of a drop point's total quantity must be completed within 10 business days of the date the delivery began. For drop point orders between 2500 tons and 3750 tons, delivery of a drop point's total quantity must be completed within 15 business days of the date the delivery began. For drop point orders greater than or equal to 3750 tons, delivery of a drop point's total quantity must be completed within 20 business days of the date the delivery began. <b>(See Deductions 1.3.7)</b></p>																								
2	1.3.1 Time Frames	<p><b>SEASONAL BACK-UP TIMEFRAMES</b></p> <p>h. All deliveries shall begin within three business days and must be completed within five business days after the request for shipment or order. The deliveries will occur between October 1st through August 31st of each Contract year. The day count begins on the first business day after the order is placed. Delivery shall be made by the following formula 30% must be delivered by close of business on business day three, a total of 60% must be delivered by close of business on business day four and the entire 100% must be delivered by close of business on business day five. <b>(See Deductions 1.3.7)</b></p>	<p><b>SEASONAL BACK-UP TIMEFRAMES</b></p> <p>h. All deliveries shall begin within three business days. For drop point orders less than or equal to 750 tons, delivery of a drop point's total quantity must be completed within 5 business days. For drop point orders between 750 tons and 2000 tons, delivery of a drop point's total quantity must be completed within 10 business days. For drop point orders greater than or equal to 2000 tons, delivery of a drop point's total quantity must be completed within 15 business days. All deliveries must meet the percent delivery requirements outlined below.</p> <table border="1"> <thead> <tr> <th colspan="4">Drop Point Order Quantity by Business Day</th></tr> <tr> <th>Business Day</th><th>Less than or equal to 750 tons</th><th>Between 750 tons and 2000 tons</th><th>Greater than or equal to 2000 tons</th></tr> </thead> <tbody> <tr> <td>Day 3</td><td colspan="3">Deliveries must begin</td></tr> <tr> <td>Day 5</td><td>100%</td><td>50%</td><td>30%</td></tr> <tr> <td>Day 10</td><td>N/A</td><td>100%</td><td>60%</td></tr> <tr> <td>Day 15</td><td>N/A</td><td>N/A</td><td>100%</td></tr> </tbody> </table> <p>The day count begins on the first business day after the order is placed. <b>(See Deductions 1.3.7)</b></p>	Drop Point Order Quantity by Business Day				Business Day	Less than or equal to 750 tons	Between 750 tons and 2000 tons	Greater than or equal to 2000 tons	Day 3	Deliveries must begin			Day 5	100%	50%	30%	Day 10	N/A	100%	60%	Day 15	N/A	N/A	100%
Drop Point Order Quantity by Business Day																											
Business Day	Less than or equal to 750 tons	Between 750 tons and 2000 tons	Greater than or equal to 2000 tons																								
Day 3	Deliveries must begin																										
Day 5	100%	50%	30%																								
Day 10	N/A	100%	60%																								
Day 15	N/A	N/A	100%																								
3	1.3.7 Deductions	<p><b>EARLY FILL ONLY DEDUCTIONS</b></p> <p>h. For salt not delivered within 10 business days of the date the delivery began, for the undelivered portion of the salt that is late,</p>	<p><b>EARLY FILL ONLY DEDUCTIONS</b></p> <p>h. For salt not delivered within the allotted business days of the date the delivery began, as defined in section 1.3.1 (e) the contractor will be charged \$1000 per business day late.</p>																								

		there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% overall.	
4	1.3.7 Deductions	<p><b><u>SEASONAL BACK-UP ONLY DEDUCTIONS</u></b></p> <p>i. For any salt not delivered by the close of business of the third business day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per business day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the fourth business day after the order is placed (60% required of the total ordered), the receiving location may notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 80% minimum order requirement. The day count shall follow the example provided below. This deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15<sup>th</sup>.</p> <p>Example: At the close of business, as listed on the annual bidding document, unless an alternate delivery time has been mutually agreed to, on the third business day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the fourth business day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the fifth business day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent business day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.</p>	<p><b><u>SEASONAL BACK-UP ONLY DEDUCTIONS</u></b></p> <p>i. For salt not delivered within the allotted business days of the date the order was placed, as defined in section 1.3.1 (h), the contractor will be charged \$1000 per business day late.</p> <p>The receiving location could also choose to notify the Contractor that they will purchase the undelivered balance of the total ordered from an alternate source. The Contractor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 80% minimum order requirement. If delivery delays are communicated in advance so the agency can plan accordingly, deduction for seasonal back-up deliveries shall not be assessed for deliveries ordered after April 15<sup>th</sup>.</p>
5	1.4.1 Proposal	Contractors selected for the <b>Pre – Qualified Vendor Program</b> will be asked to provide pricing	Contractors selected for the <b>Pre – Qualified Vendor Program</b> will be asked to provide pricing once a year throughout the course of the program, unless a

	Pricing	once a year throughout the course of the program. Prices quoted during the bid process will be firm for that particular year.	<p>Rollover Option is utilized. Prices quoted during the bid process will be firm for that particular year.</p> <p><b>Rollover Option</b> – Beginning at the close of the 2020 Early Fill and 2021 Seasonal Backup periods, the State reserves the right to negotiate pricing with awarded vendors from prior competitively bid season to “rollover” their awarded locations to the next season if mutual agreement can be reached between the State and Contractor. The maximum timeframe for a rollover is one season, and any locations that are extended through mutual agreement, must be competitively bid the following year.</p>
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# SCHEDULE C

## MDOT Regional Service Areas and Facilities







## **MEMORANDUM**

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

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DATE: September 2, 2020

TO: City Council

FROM: City Manager

SUBJECT: Resolution to award the J&H Oil BRA Demolition, Removal, Transportation, and Disposal Services Contract – Inner City Contracting, LLC

### **RECOMMENDATION:**

I recommend City Council accept the bid from Inner City Contracting, LLC and award a contract to them in the amount of \$81,360.00 for demolition of existing buildings on the J&H Oil site and transportation and disposal of non-hazardous contaminated soil and demolition waste.

### **BACKGROUND:**

On Aug 24, 2020, the city received bids from interested contractors in partnership with PM Environmental for the J&H Oil BRA project. The remediation process will start with the demolition of the current J&H office building and the residential structure on the site and is funded by the Michigan Department of Energy Great Lakes and Environment (EGLE) through a grant. Inner City Contracting (Detroit, MI) is the confirmed low-bidder.

### **FISCAL IMPACTS:**

Expenses for the remediation portion of this project will be covered through a grant from EGLE. The developer-funded portion of the overall project will be repaid to the developer through TIF monies received under District #20 brownfield tax capture over a period of 13 years, according to the approved BRA plan.

**RESOLUTION NO.**

**AUTHORIZING THE BID AWARD FOR  
THE J&H OIL PROPERTY FOR  
DEMOLITION AND TRANSPORTATION SERVICES  
WITH INNER CITY CONTRACTING, LLC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that redevelopment of the former Stechschulte Gas and Oil location, also known as the J&H OIL project, is necessary and in the public interest; and

WHEREAS, bids were sought for site demolition and transportation work; a bid was received from Inner City Contracting, LLC; and it is hereby determined that Inner City Contracting, LLC is qualified to provide such services and that it has submitted the lowest bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award Inner City Contracting, LLC the bid for the demolition and transportation work to be performed at the J&H Oil project location in the amount of \$81,360.00.
- SECOND: This bid award is made pursuant to the City of Owosso's financial and procurement policy whereby the City as the EGLE Brownfield Grantee acknowledges that the contract for services is between the developer and Inner City Contracting, LLC for demolition and transportation services related to the J&H Oil project.
- THIRD: The above expenses shall be paid from the District #20 J&H OBRA Fund 277.

**Bid Comparison Table for Demolition, Removal, Transportation, and Disposal Services**

835 & 917 East Main Street and  
918 East Exchange Street in Owosso, Michigan  
PM Project No. 01-7877-0-0004

TASK #	DESCRIPTION	EST. QTY	UNIT	Dore & Associates		Inner City Contracting		ML Chartier Inc.		Sabanien Trucking and Excavating, Inc.		Smalley Construction, Inc.		TSP Services, Inc. dba TSP Environmental	
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization / Demobilization														
1	Mobilization / Demobilization	1	Lump Sum	\$ 8,000.00		\$ 2,000.00		\$ 8,600.00		\$ 1,500.00		\$ 20,000.00		\$ 11,484.00	
			Subtotal		\$ 8,000.00		\$ 2,000.00		\$ 8,600.00		\$ 1,500.00		\$ 20,000.00		\$ 11,484.00
2	Demolition and Removal														
2a	Building Materials	1	Lump Sum	\$ 15,600.00		\$ 18,980.00		\$ 20,900.00		\$ 3,470.00		\$ 15,000.00		\$ 10,805.00	
2b	Trees	1	Lump Sum	\$ 9,300.00		\$ 3,400.00		\$ 13,500.00		\$ 2,920.00		\$ 4,000.00		\$ 16,858.00	
2c	Berm Soils	1	Lump Sum	\$ 2,500.00		\$ 1,500.00		\$ 12,700.00		\$ 2,920.00		\$ 13,250.00		\$ 5,166.00	
2d	Concrete Pavement (Including Sawcutting)	1	Lump Sum	\$ 4,500.00		\$ 3,500.00		\$ 16,900.00		\$ 3,420.00		\$ 20,000.00		\$ 14,357.00	
2e	Asphalt Pavement	1	Lump Sum	\$ 2,000.00		\$ 3,750.00		\$ 13,800.00		\$ 2,970.00		\$ 10,000.00		\$ 12,019.00	
			Subtotal		\$ 33,900.00		\$ 31,130.00		\$ 77,800.00		\$ 15,700.00		\$ 62,250.00		\$ 59,205.00
3	Transportation and Disposal														
3a*	Non-hazardous Contaminated Soils (Offsite Disposal)	1,000	Ton	\$ 45,000.00		\$ 22,000.00		\$ 36,600.00		\$ 37,600.00		\$ 75,000.00		\$ 41,830.00	
3b	Building Materials	1	Lump Sum	\$ 6,500.00		\$ 4,080.00		\$ 14,500.00		\$ 18,342.00		\$ 15,000.00		\$ 10,502.00	
3c	Trees	1	Lump Sum	\$ 5,200.00		\$ 1,200.00		\$ 5,200.00		\$ 1,600.00		\$ 4,000.00		\$ 6,854.00	
3d*	Berm Soils	350	Ton	\$ 2,200.00		\$ 7,700.00		\$ 13,100.00		\$ 2,444.00		\$ 13,000.00		\$ 7,258.00	
3e*	Concrete Pavement	800	Ton	\$ 4,000.00		\$ 8,000.00		\$ 24,300.00		\$ 4,412.00		\$ 30,000.00		\$ 15,832.00	
3f*	Asphalt Pavement	500	Ton	\$ 2,000.00		\$ 5,250.00		\$ 19,500.00		\$ 3,144.00		\$ 18,750.00		\$ 14,780.00	
			Subtotal		\$ 64,900.00		\$ 48,230.00		\$ 113,200.00		\$ 67,542.00		\$ 155,750.00		\$ 96,657.00
			TOTAL BID		\$ 106,800.00		\$ 81,360.00		\$ 199,600.00		\$ 84,742.00		\$ 238,000.00		\$ 187,348.00
Bid Submittal Requirements															
Project References Provided? (Yes/No)				No		Yes		Yes		Yes		Yes		Yes	
Listing of Company Resources Provided? (Yes/No)				No		Yes		No		No		Yes		Yes	
Subcontractors Identified ? (Yes/No/NA)				No		NA		NA		NA		NA		Yes	
EMR Documentation Provided (last three years)? (Yes/No)				No		Yes		Yes		Yes		No		Yes	
Insurance Documentation/Limits Provided? (Yes/No)				No		Yes		Yes		Yes		Yes		Yes	
Project Approach Information Included? (Yes/No)				No		Yes		Yes		No		Yes		Example provided	

NA = Not Applicable



Warrant 589  
September 1, 2020

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance-2 <sup>nd</sup> of 3 installments for FY 20/21	Various	\$64,067.75
Total			\$64,067.75

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 08/01/2020 - 08/31/2020

Check Date	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)				
08/06/2020	5818(E)	STATE OF MI BUSINESS ONE STOP	SIGN PERMIT #68303-WELCOME TO OWOSSO SIGN	\$ 52.00
08/07/2020	132794	H K ALLEN PAPER CO	SUPPLIES	\$ 1,207.00
08/07/2020	132795	GLENN BRITTAIN	ELECTION WORK	\$ 104.00
08/07/2020	132796	GLENN D BRITTAIN	ELECTION WORK	\$ 130.00
08/07/2020	132797	CONSUMERS ENERGY	STANDBY GENERATOR SYSTEM FINAL PAYMENT	\$ 85,932.00
08/07/2020	132798	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 198.00
08/07/2020	132799	D & D TRUCK & TRAILER PARTS	MUD FLAPS	\$ 85.76
08/07/2020	132800	HAYLEI DROPE	ELECTION WORKER	\$ 123.50
08/07/2020	132801	DURAND AUTO PARTS	GRAFFITI REMOVER	\$ 149.64
08/07/2020	132802	PAULA GREGORICKA	ELECTION WORK	\$ 104.00
08/07/2020	132803	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$ 731.25
08/07/2020	132804	HI QUALITY GLASS, INC	PORTABLE COVID-19 SHIELDS FOR ELECTIONS	\$ 1,900.00
08/07/2020	132805	HOME DEPOT CREDIT SERVICES	PARTS	\$ 1,038.24
08/07/2020	132806	ETHAN KOHAGEN	ELECTION WORK	\$ 123.50
08/07/2020	132807	LAMPHERE'S	CAMERA SEWER 610 CLARK AVE	\$ 200.00
08/07/2020	132808	LLOYD MILLER & SONS, INC	PARTS	\$ 307.26
08/07/2020	132809	MARK A MITCHELL	REIMBURSEMENT	\$ 122.47
08/07/2020	132810	OFFICESUPPLY.COM	OFFICE CHAIR	\$ 193.66
08/07/2020	132811	OWOSSO BOLT & BRASS CO	PARTS	\$ 442.52
08/07/2020	132812	OWOSSO PUBLIC SCHOOLS	PILOT	\$ 2,044.41
08/07/2020	132813	POUILLON, STEVEN L. & SARA M.	BD Payment Refund	\$ 25.00
08/07/2020	132814	REYNA, EUSTASIA B	BD Payment Refund	\$ 25.00
08/07/2020	132815	SHIAWASSEE AREA TRANSPORTATION AGENCY	FY 20/21 LOCAL FUNDING COMMITMENT	\$ 64,047.97
08/07/2020	132816	SHIAWASSEE COUNTY TREASURER	PILOT	\$ 1,026.06
08/07/2020	132817	SHIAWASSEE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY TAX	\$ 2,207.48
08/07/2020	132818	SHIAWASSEE DISTRICT LIBRARY	PILOT	\$ 244.99
08/07/2020	132819	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 5,132.36
08/07/2020	132820	STATE OF MICHIGAN	PILOT	\$ 2,590.34
08/07/2020	132821	TOMAN JANET E	2020 Sum Tax Refund 050-230-000-014-00	\$ 10.00
08/07/2020	132822	TRACTOR SUPPLY COMPANY	TOOLS-STRAPS/WINCH	\$ 89.98
08/07/2020	132823	TRAMCO/WEATHERPROOFING TECHNOLOGIES	PATCH AND REPAIR SERVICES	\$ 1,839.28
08/07/2020	132824	VIC BOND SALES, INC. - OWOSSO	PARTS FOR SUMP LINE CLEAN OUT	\$ 18.00
08/07/2020	132825	WEB ASCENDER	WEBSITE HOSTING	\$ 150.00
08/07/2020	5778(A)	AMAZON CAPITAL SERVICES	SUPPLIES	\$ 1,535.69
08/07/2020	5779(A)	B S & A SOFTWARE	SUPPORT SERVICE FOR TEN MODULES-8/1/20-8/1/21	\$ 12,589.00
08/07/2020	5780(A)	BIO-CARE INC	RESPIRATORY SURVEILLANCE PROGRAM	\$ 78.00
08/07/2020	5781(A)	C & S MOTORS INC	REPAIR TO TRUCK WWTP DUMP TRUCK	\$ 7,268.36
08/07/2020	5782(A)	CHEMSEARCH FE	SUPPLIES	\$ 242.89
08/07/2020	5783(A)	CINTAS CORPORATION #308	FLOOR MATS	\$ 46.08

08/07/2020	5784(A)	COBAN TECHNOLOGIES INC	CAMERA REPAIR	\$	1,065.00	
08/07/2020	5785(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	24,316.11	
08/07/2020	5786(A)	VOID		\$	-	V
08/07/2020	5787(A)	CRAWFORD CONTRACTING INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROJECT	\$	207,919.77	
08/07/2020	5788(A)	D & G EQUIPMENT INC	TOOLS/SUPPLIES	\$	141.81	
08/07/2020	5789(A)	DALTON ELEVATOR LLC	JULY 20 CYLINDER RENT	\$	25.21	
08/07/2020	5790(A)	EMPLOYEE BENEFIT CONCEPTS INC	AUGUST 20-FSA ADMIN FEE	\$	105.00	
08/07/2020	5791(A)	ESRI, INC.	MAINTENANCE 8/1/20-7/31/21	\$	3,350.00	
08/07/2020	5792(A)	ETNA SUPPLY COMPANY	WATER INVENTORY AND SUPPLIES	\$	7,410.90	
08/07/2020	5793(A)	FAMILY FARM & HOME	SUPPLIES	\$	127.11	
08/07/2020	5794(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	236.28	
08/07/2020	5795(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME DELIVERED TO WTP	\$	6,717.25	
08/07/2020	5796(A)	JON STEWART HARRIS	ELECTRICAL INSPECTIONS	\$	550.00	
08/07/2020	5797(A)	INTERSTATE BILLING SERVICE INC	PARTS FOR #447	\$	593.15	
08/07/2020	5798(A)	J & H OIL COMPANY	FUEL PE 7/31/20 AND LUBES	\$	3,829.78	
08/07/2020	5799(A)	JACK DOHENY SUPPLIES INC	PARTS FOR #238	\$	1,161.37	
08/07/2020	5800(A)	LANDMARK SURVEYING PC	SURVEY 520 S GOULD ST	\$	400.00	
08/07/2020	5801(A)	MCGUIRK SAND-GRAVEL INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROGRAM	\$	239,672.33	
08/07/2020	5802(A)	MICHIGAN RURAL WATER ASSOCIATION	EXCAVATION TRENCH HAZARD CONTROL CLASS	\$	330.00	
08/07/2020	5803(A)	NATIONAL VISION ADMINISTRATORS LLC	AUGUST 2020-VISION INSURANCE PREMIUM	\$	514.10	
08/07/2020	5804(A)	NEWKIRK ELECTRIC ASSOCIATES INC	LINEAR REACTOR INSTALLATION	\$	20,100.00	
08/07/2020	5805(A)	OFFICE DEPOT	SUPPLIES	\$	458.95	
08/07/2020	5806(A)	ORCHARD HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	\$	22,115.18	
08/07/2020	5807(A)	PHP INSURANCE COMPANY	AUGUST 20-MONTHLY HEALTH INSURANCE PREMIUM	\$	87,302.82	
08/07/2020	5808(A)	QUADIENT FINANCE USA INC	POSTAGE AND SEALING KIT	\$	2,019.38	
08/07/2020	5809(A)	REPUBLIC SERVICES INC	AUGUST 2020-REFUSE SERVICE	\$	414.48	
08/07/2020	5810(A)	SHERIDAN SURVEYING CO	LAGOON #2 TOP SURVEY	\$	1,000.00	
08/07/2020	5811(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD VEHICLE REPAIRS (2)	\$	1,015.15	
08/07/2020	5812(A)	SMITH SAND & GRAVEL INC	2020 STREET PATCH REPAIR PROGRAM	\$	26,362.87	
08/07/2020	5813(A)	SPICER GROUP, INC.	2020 BRIDGE LOAD AND ROUTINE BRIDGE SAFE INSPECTIONS	\$	1,450.00	
08/07/2020	5814(A)	UNITED PARCEL SERVICE	SHIPPING CHARGES	\$	68.54	
08/07/2020	5815(A)	USA BLUE BOOK	LAB SUPPLIES	\$	1,220.47	
08/07/2020	5816(A)	WESTECH ENGINEERING INC	CHAIN AND SPROCKET ASSEMBLY	\$	7,401.00	
08/07/2020	5817(A)	YORK REPAIR INC	TROUBLESHOOT AND REPAIR OF CENTRIFUGE	\$	1,177.00	
08/14/2020	132826	AFLAC	PAYROLL DEDUCTIONS	\$	812.94	
08/14/2020	132827	THE ARGUS-PRESS	PRINTING/NOTICES	\$	562.25	
08/14/2020	132828	CATHERINE V BAUMGARDNER	ELECTION WORK	\$	200.00	
08/14/2020	132829	TERRY BEACH	ELECTION WORK	\$	265.00	
08/14/2020	132830	LINDA J BEEMAN	ELECTION WORK	\$	200.00	
08/14/2020	132831	HANORA WEEKS BIGNALL	ELECTION WORK	\$	154.50	
08/14/2020	132832	PAMELA BITTERMAN	ELECTION WORK	\$	205.00	
08/14/2020	132833	GLENN D BRITTAIN	ELECTION WORK	\$	242.00	
08/14/2020	132834	SHERRIE BUPP	ELECTION WORK	\$	203.25	
08/14/2020	132835	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40	
08/14/2020	132836	JEAN E CLINE	ELECTION WORK	\$	195.00	

08/14/2020	132837	CONTRACTORS REPAIR	RESCUE SAW REPAIR	\$	69.49
08/14/2020	132838	SHELLEY COOK	ELECTION WORK	\$	55.00
08/14/2020	132839	DOUGLAS CRAIG	ELECTION WORK	\$	200.00
08/14/2020	132840	BAILEY CUMMINGS	ELECTION WORK	\$	80.00
08/14/2020	132841	ADAM DAHL	ELECTION WORK	\$	200.00
08/14/2020	132842	AIMEE DELONG	ELECTION WORK	\$	55.00
08/14/2020	132843	FREDERICK G DIBEAN	ELECTION WORK	\$	260.00
08/14/2020	132844	DOWNTOWN DEVELOPMENT AUTHORITY	TAX COLLECTION DISBURSEMENT	\$	3,099.41
08/14/2020	132845	HAYLEI DROPE	ELECTION WORK	\$	114.00
08/14/2020	132846	ELAINE DUNGEROW	ELECTION WORK	\$	180.50
08/14/2020	132847	MICHAEL ECKMYRE	ELECTION WORK	\$	265.00
08/14/2020	132848	MAGDALENA FARR	ELECTION WORK	\$	215.00
08/14/2020	132849	CYNTHIA FARRELL	ELECTION WORK	\$	104.00
08/14/2020	132850	PAULINE FERNETTE	ELECTION WORK	\$	203.25
08/14/2020	132851	FISHER CHIPPEWA REDI-MIX, INC.	CURB REPLACEMENT	\$	1,798.00
08/14/2020	132852	PAULA GREGORICKA	ELECTION WORK	\$	203.25
08/14/2020	132853	LINDA SUE HARRIS	ELECTION WORK	\$	187.00
08/14/2020	132854	REBECCA HATHAWAY	ELECTION WORK	\$	104.00
08/14/2020	132855	APRIL HAYES	ELECTION WORK	\$	211.50
08/14/2020	132856	ROSEMARIE HOOPER	ELECTION WORK	\$	179.00
08/14/2020	132857	BONNIE IRBY	ELECTION WORK	\$	212.00
08/14/2020	132858	MEREDITH KEATING	ELECTION WORK	\$	234.00
08/14/2020	132859	CAROLYN KOENIG	ELECTION WORK	\$	162.50
08/14/2020	132860	ETHAN KOHAGEN	ELECTION WORK	\$	114.00
08/14/2020	132861	CATHERINE KOHAGEN	ELECTION WORK	\$	50.00
08/14/2020	132862	EDWARD KOHAGEN	ELECTION WORK	\$	39.00
08/14/2020	132863	MICHAEL KOHAGEN	ELECTION WORK	\$	39.00
08/14/2020	132864	PATRICIA ANNE KOHAGEN	ELECTION WORK	\$	55.00
08/14/2020	132865	BILLY LUNDY	ELECTION WORK	\$	55.00
08/14/2020	132866	KAREN MARUMOTO	ELECTION WORK	\$	109.50
08/14/2020	132867	SHARON MCALLISTER	ELECTION WORK	\$	239.00
08/14/2020	132868	MISDU	PAYROLL DEDUCTION	\$	1,703.90
08/14/2020	132869	MONCHILOV SEWER SERVICE LLC	EMERGENCY CLEANING & CCTV SANITARY SEWER	\$	7,826.45
08/14/2020	132870	CAROLYN LEE O'CONNELL	ELECTION WORK	\$	268.25
08/14/2020	132871	SUSAN J. OSIKA	ELECTION WORK	\$	104.00
08/14/2020	132872	ALICE LYN PETERSON	ELECTION WORK	\$	240.00
08/14/2020	132873	SHARON PETERSON	ELECTION WORK	\$	233.25
08/14/2020	132874	LINDA PINCIK	ELECTION WORK	\$	246.50
08/14/2020	132875	PROFESSIONAL ANSWERING SERVICES	AUGUST 2020 TELEPHONE ANSWERING SERVICE	\$	75.00
08/14/2020	132876	R&D SEPTIC TANK CLEANING LLC	PORTABLE UNITS	\$	1,350.00
08/14/2020	132877	GERALDINE MARGARET RAMOS	ELECTION WORK	\$	200.00
08/14/2020	132878	BERNETTE ROE	ELECTION WORK	\$	187.00
08/14/2020	132879	JUDY SENK	ELECTION WORK	\$	200.00
08/14/2020	132880	ELAINE SHEPARD	ELECTION WORK	\$	167.50
08/14/2020	132881	SHIAWASSEE COUNTY TREASURER	TAX COLLECTION DISBURSEMENT	\$	246,044.43

08/14/2020	132882	SPARTAN STORES LLC	FIRE DEPARTMENT DRINKS	\$	30.62
08/14/2020	132883	MICHAEL SPENCER	ELECTION WORK	\$	205.00
08/14/2020	132884	MARGARET SPENCER	ELECTION WORK	\$	200.00
08/14/2020	132885	CATHERINE STEVENSON	ELECTION WORK	\$	149.50
08/14/2020	132886	KARYL SULLIVAN	ELECTION WORK	\$	206.50
08/14/2020	132887	LARRY SULLIVAN	ELECTION WORK	\$	200.00
08/14/2020	132888	STEVEN TEICH	ELECTION WORK	\$	180.50
08/14/2020	132889	JUDY THOMAS	ELECTION WORK	\$	200.00
08/14/2020	132890	JAMES TREADWAY	ELECTION WORK	\$	104.00
08/14/2020	132891	BRENNAN UNANGST	ELECTION WORK	\$	85.00
08/14/2020	132892	VALLEY LUMBER	MATERIALS	\$	478.33
08/14/2020	132893	DEBRA WHIPPLE	ELECTION WORK	\$	50.00
08/14/2020	132894	JENNIFER ZIETZ	ELECTION WORK	\$	271.50
08/14/2020	132895	RENEE ZWOLENSKY	ELECTION WORK	\$	205.00
08/14/2020	5819(A)	NANCY L BLAIR	ELECTION WORK	\$	265.00
08/14/2020	5820(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	28,935.11
08/14/2020	5821(A)	ROXANE K CRAMER	ELECTION WORK	\$	235.00
08/14/2020	5822(A)	AMY K KIRKLAND	ELECTION MEALS/SUPPLIES	\$	138.58
08/14/2020	5823(A)	STEVEN PAUL KOHAGEN	ELECTION WORK	\$	39.00
08/14/2020	5824(A)	POLICE OFFICERS LABOR COUNCIL	PAYROLL DEDUCTION-UNION DUES	\$	854.25
08/14/2020	5825(A)	SAFEBUILT MICHIGAN LLC	BUILDING DEPARTMENT SERVICES	\$	34,725.90
08/14/2020	5826(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	984.44
08/14/2020	5827(A)	UNITED PARCEL SERVICE	SHIPPING FEES	\$	45.08
08/21/2020	132896	SHEPARD ROBERT	REFUND	\$	29.48
08/21/2020	132897	ADVANCED DRAINAGE SYSTEMS INC	METER PIT TILE	\$	836.00
08/21/2020	132898	H K ALLEN PAPER CO	SUPPLIES	\$	573.21
08/21/2020	132899	B & C JEFF BARTZ & CO	CHESTNUT STREET DRAIN	\$	9,982.50
08/21/2020	132900	DAYSTARR COMMUNICATIONS	SEPT 20-PHONE AND BROADBAND SERVICE	\$	1,083.65
08/21/2020	132901	DELTA DENTAL PLAN OF MICHIGAN	SEPT 20-DENTAL INSURANCE PREMIUM	\$	3,838.92
08/21/2020	132902	HAMMOND FARMS SOUTH	COMPOST GRINDING, SCREENING AND TURNING	\$	4,820.00
08/21/2020	132903	LAMPHERE'S	REPAIRS	\$	1,389.97
08/21/2020	132904	MICHIGAN PUBLIC EMPLOYER LABOR RELATIONS	FY 20/21 MEMBERSHIP-JESSICA UNANGST	\$	50.00
08/21/2020	132905	PETTY CASH- CLERK'S OFFICE	PETTY CASH	\$	345.21
08/21/2020	132906	SOCIETY FOR HUMAN RESOURCE MANAGEMENT	MEMBERSHIP FOR JESSICA UNANGST 11/1/20-10/31/21	\$	219.00
08/21/2020	132907	SPRINT COMMUNICATIONS	CELL PHONE SERVICE AND EQUIPMENT	\$	890.03
08/21/2020	132908	TERRY M BACK	DISMOUNT AND INSTALL NEW TIRES #22	\$	100.00
08/21/2020	132909	THE BAKE SHOP & COFFEE HOUSE INC	BRIDGE LOAN PROCEEDS	\$	25,000.00
08/21/2020	132910	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	369.30
08/21/2020	5828(A)	ALLMAX SOFTWARE INC	OPERATOR 10 WATER DATA MANAGEMENT	\$	8,855.00
08/21/2020	5829(A)	AMAZON CAPITAL SERVICES	TABLET AND CASE	\$	159.99
08/21/2020	5830(A)	APPLIED SPECIALTIES INC	LIMECURE	\$	4,603.50
08/21/2020	5831(A)	BOUND TREE MEDICAL LLC	PREVENTATIVE MAINTENANCE	\$	245.00
08/21/2020	5832(A)	HEATHER DAWN BROOKS	DAILY TIME SHEETS (5000)	\$	325.00
08/21/2020	5833(A)	C D W GOVERNMENT, INC.	COMPUTER	\$	396.00
08/21/2020	5834(A)	CAPITAL CONSULTANTS	ADDENDUM #6-ENG DESIGN & CONST ADMIN SERVICES	\$	594.56



08/21/2020	5835(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.08
08/21/2020	5836(A)	CONSTINE GRAVEL COMPANY	CLASS II SAND	\$	1,268.75
08/21/2020	5837(A)	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	503.57
08/21/2020	5838(A)	CRAWFORD CONTRACTING INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROGRAM	\$	253,343.27
08/21/2020	5839(A)	DALTON ELEVATOR LLC	CYLINDER RENT	\$	449.51
08/21/2020	5840(A)	ETNA SUPPLY COMPANY	PARTS	\$	6,168.50
08/21/2020	5841(A)	FASTENAL COMPANY	PARTS	\$	324.29
08/21/2020	5842(A)	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING SERVICES	\$	697.30
08/21/2020	5843(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$	11,570.69
08/21/2020	5844(A)	GRAINGER, INC.	LAB SUPPLIES	\$	94.16
08/21/2020	5845(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME DELIVERED TO WTP	\$	6,615.08
08/21/2020	5846(A)	HODGE GLASS SERVICE INC	LOCKSETS FOR STORAGE ROOM AT BENTLEY PARK	\$	237.50
08/21/2020	5847(A)	INTERSTATE BILLING SERVICE INC	PARTS FOR #444	\$	510.57
08/21/2020	5848(A)	J & H OIL COMPANY	FUEL PE 8/15/20	\$	2,613.59
08/21/2020	5849(A)	BRIAN JENKINS	TRAVEL EXPENSES	\$	82.12
08/21/2020	5850(A)	KENNEDY INDUSTRIES, INC.	PARTS	\$	491.91
08/21/2020	5851(A)	LOGICALIS INC	JULY 20-NETWORK ADMINISTRATOR/ENGINEERING SERVICES	\$	7,350.00
08/21/2020	5852(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK	\$	1,329.69
08/21/2020	5853(A)	MATHESON TRI-GAS INC	BULK CARBON DIOXIDE	\$	2,719.20
08/21/2020	5854(A)	MCGUIRK SAND-GRAVEL INC	2020 STREET PROGRAM & 2020 DWRF WATER MAIN PROGRAM	\$	123,822.71
08/21/2020	5855(A)	MEI TOTAL ELEVATOR SOLUTIONS	CITY HALL ELEVATOR SERVICE	\$	137.80
08/21/2020	5856(A)	MEMORIAL HEALTHCARE CENTER	NEW EMPLOYEE DRUG SCREEN	\$	56.25
08/21/2020	5857(A)	MICH BUSINESS POWERED BY MDPA	SEPTEMBER 2020-COBRA ADMIN FEE	\$	50.00
08/21/2020	5858(A)	MICHIGAN PAVING & MATERIALS CO	AM SEAL SP FOR CHIP SEALING	\$	828.71
08/21/2020	5859(A)	OFFICE SOURCE	SUPPLIES	\$	31.41
08/21/2020	5860(A)	PHENOVA INC	LAB SUPPLIES	\$	298.76
08/21/2020	5861(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,218.44
08/21/2020	5862(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	5,104.28
08/21/2020	5863(A)	QUADIENT INC	MAINTENANCE/METER RENTAL FOR POSTAGE MACHINE	\$	308.10
08/21/2020	5864(A)	REEVES WHEEL ALIGNMENT, INC	VEHICLE MAINTENANCE	\$	799.67
08/21/2020	5865(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	OPD VEHICLE REPAIRS	\$	1,008.67
08/21/2020	5866(A)	SUNBURST GARDENS, INC.	FAYETTE SQUARE IRRIGATION REPAIR	\$	514.00
08/21/2020	5867(A)	U S BANK	2017 UTGO BONDS ADMIN FEES FOR FY 20/21	\$	500.00
08/21/2020	5868(A)	UNITED PARCEL SERVICE	SHIPPING	\$	11.71
08/21/2020	5869(A)	VERIZON WIRELESS	MODEM FEES 7/11/20-8/10/20	\$	155.44
08/21/2020	5870(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES	\$	13,138.53
08/28/2020	132911	KOZAN ANDREW	UB refund for account: 1841500003	\$	71.80
08/28/2020	132912	FOSTER ASHLEY	UB refund for account: 1533500018	\$	24.99
08/28/2020	132913	CRANKSHAW ANDREW	UB refund for account: 3344270023	\$	15.34
08/28/2020	132914	BUBLITZ TRACY	UB refund for account: 1807500002	\$	50.40
08/28/2020	132915	KOPICKO JORDAN	UB refund for account: 2262390037	\$	17.65
08/28/2020	132916	MCCOURT JAIME	UB refund for account: 1510000004	\$	43.65
08/28/2020	132917	HUYCK MADALENA	UB refund for account: 3942070010	\$	75.80
08/28/2020	132918	NEKAIEN OMAR	UB refund for account: 1273000003	\$	41.92
08/28/2020	132919	ASHLEY SVARC	UB refund for account: 2966720012	\$	11.04

08/28/2020	132920	PATTERSON DOUGLAS	UB refund for account: 5515770003	\$	193.74
08/28/2020	132921	SHATTLER JESSE	UB refund for account: 3307570011	\$	14.34
08/28/2020	132922	TURNABOUT VENTURES LLC	UB refund for account: 3321570004	\$	26.38
08/28/2020	132923	ROWELL BRANDON	UB refund for account: 3881070006	\$	18.57
08/28/2020	132924	SANDER PETER	UB refund for account: 3736070013	\$	200.85
08/28/2020	132925	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION	\$	115.40
08/28/2020	132926	DOWNTOWN DEVELOPMENT AUTHORITY	TAX COLLECTION DISBURSEMENT LESS CAPTURE	\$	3,988.09
08/28/2020	132927	HANSON'S WINDOW AND CONSTRUCTION	BD Payment Refund	\$	290.00
08/28/2020	132928	ROSEMARIE HOOPER	ELECTION WORK	\$	29.25
08/28/2020	132929	BILLY LUNDY	ELECTION WORK	\$	34.50
08/28/2020	132930	MISDU	PAYROLL DEDUCTIONS	\$	1,611.95
08/28/2020	132931	PHP INSURANCE COMPANY	SEPT 2020-RETIREE HEALTH PLAN PREMIUM	\$	1,048.74
08/28/2020	132932	SHIAWASSEE COUNTY TREASURER	TAX COLLECTION DISBURSEMENT LESS CAPTURE	\$	193,976.60
08/28/2020	132933	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION	\$	197.20
08/28/2020	132934	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$	5,082.86
08/28/2020	132935	DEBRA WHIPPLE	ELECTION WORK	\$	34.50

1 TOTALS:

(1 Check Voided)

Total of 234 Disbursements:

\$ 1,922,131.17

Bank 10 OWOSSO HISTORICAL FUND

08/07/2020	5366	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	88.56
08/07/2020	5367	ENGINEERED PROTECTION SYSTEMS INC	ALARM SERVICE	\$	151.89
08/07/2020	5368	LAMPHERE'S	CSD1 INSPECTION AND SAFETY DEVICES ON BOILER SYSTEM	\$	175.00
08/07/2020	5369	NO MOW PROBLEMS LAWN CARE	CASTLE/CABIN EDGING/CLEAN UP	\$	780.00
08/07/2020	5370	SPECIALTY SALVAGE LLC	GOULD HOUSE TRASH SERVICE	\$	44.97
08/21/2020	5371	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	81.75
08/21/2020	5372	DAYSTARR COMMUNICATIONS	SEPTEMBER 2020-GOULD HOUSE INTERNET & PHONE SERVICE	\$	78.32
08/21/2020	5373	ALBERT W MARTENIS III	SEPT 20-HISTORICAL DIRECTOR SERVICES	\$	2,250.00

10 TOTALS:

Total of 8 Disbursements:

\$ 3,650.49

REPORT TOTALS:

(1 Check Voided)

Total of 242 Disbursements:

\$ 1,925,781.66



## MEMORANDUM

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

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**DATE:** August 31, 2020  
**TO:** City Council  
**FROM:** Glenn Chinavare, Director of Public Services  
**SUBJECT:** 520 S. Gould Street - Permanent Easement for Storm Sewer

### RECOMMENDATION:

Authorize acceptance of permanent easement documents for an existing storm sewer on City of Owosso property draining into the private storm sewer system at 520 S. Gould Street in exchange for total sum of \$1.00.

### BACKGROUND:

The city owned lot (Parcel Number 050-011-021-002-00) at the corner of Corunna Avenue (M-71) and S. Gould Street has a catch basin in the southwest corner of the lot. This catch basin is connected via pipe into a privately owned storm sewer system at 520 S Gould (Parcel Number 050-011-021-005-00). While the City has no rights to currently enter the property, Fields Manufacturing, owner of 520 S Gould, is willing to grant the City of Owosso permanent easement to construct and maintain the existing storm sewer pipe that runs on its property. The cost for said permanent easement is the sum of one dollar (\$1.00). The permanent easement will allow the city rights to construct and maintain storm sewer and its appurtenances within the permanent easement area.

### FISCAL IMPACTS:

Expenses in the amount of one dollar (\$1.00) shall be paid from Major Street Account 202-463-818.000.

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

Attachments: (1) Resolution  
(2) Permanent Storm Sewer Easement

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
FIELDS MANUFACTURING FOR PERMANENT STORM SEWER EASEMENT  
ALONG 520 SOUTH GOULD STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to maintain the storm sewer located under properties owned by Fields Manufacturing; and

WHEREAS, maintenance of the storm sewer will require permanent easements from the property owner; and

WHEREAS, Fields Manufacturing, property owner, is willing to grant said permanent easements to the City of Owosso for the sum of one dollar (\$1.00).

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 agree to the terms set forth in the attached permanent easement documents between the City of Owosso, Michigan and Fields Manufacturing, 520 South Gould Street, Owosso, Michigan.
- SECOND: The City Clerk is instructed and authorized to file said easement documents with the Shiawassee County Register of Deeds.
- THIRD: The accounts payable department is authorized to pay Fields Manufacturing in the amount of \$1.00 for necessary expenses as set forth in the permanent easement documents.
- FOURTH: The above expenses shall be paid from Major Street Account 202-463-818.000.

### PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, Field Manufacturing, 520 S Gould St, Owosso, County of Shiawassee, in the State of Michigan, hereinafter called Grantor(s) in consideration of One Dollar (\$1.00) to them paid, receipt of which is hereby acknowledged do hereby grant, convey and warrant to the City of Owosso, 301 W Main Street, Owosso, Michigan, a Michigan municipal corporation, their successors and assigns, the easement and right-of-way to make surveys, lay, construct, maintain operate, alter, replace, and repair and remove at time hereafter any storm sewer on, over, under and across the following described parcel of land:

That portion as illustrated in the attached drawing, hereinafter referred to as the "Easement Area", the part of Block 21 of "The Resub division of Blocks 19, 20, and 21 of Geo. T Abrey's Woodlawn Park Addition to the City of Owosso, Shiawassee County, Michigan" according to the plat thereof, as recorded in Liber 1, Page 120 1/2, Shiawassee County Records, described as beginning at a point that is S71°00'00"E 134.06 feet (recorded as 134.00 feet) and S19°00'00"W 31.34 feet to the Southerly line of a 16 foot wide alley; thence N70°54'00"W on said Southerly line a distance of 22.38 feet; thence N19°00'00"E 26.63 feet to the point of beginning. EXCEPTING THEREFROM that part thereof lying North of the centerline of the 16 feet alley shown on said plat.

The Grantor(s) shall maintain the Easement Area, so at all times, it continues to function as intended. It being expressly understood that no building or other structures will be placed over said Easement Area without the written consent of said Grantee and the non-use or limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized. Grantee agrees to pay for any damage which it does to Grantor(s) buildings, or other structures, in its exercise of the rights herein granted, and to remove portions of pavement and storm sewer and connect storm sewer to the existing drainage structure so as not to interfere with the normal use of said land. Grantee agrees to replace any disturbed area in kind with similar material. The Grantee shall make repairs in a timely manner as to not disrupt the day to day operations of the Grantor(s). The Grantee shall receive written consent from the Grantor(s) before allowing a third party connection to the storm sewer system on the Grantee's property.

Grantee shall be permitted to enter upon the Easement Area and sufficient land adjacent to said storm sewer Easement Area for the purpose of exercising the rights and privileges granted herein. Grantee shall give Grantor(s) forty-eight hours notice before entering the Easement Area.

This Easement does not grant or convey to the Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area.

This instrument shall run with the land first described above and shall be binding upon and inure to the benefit of the Grantor(s), Grantee, and their respective heirs, representatives, successors and assigns.

It is expressly understood that the easement of rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes all of the terms, conditions and understandings between the parties hereto.

WITNESS, the hands and seals of the Grantor(s) this 14 day of Aug, 2020

Signed, Sealed and Delivered in Presence of:

Signature(s) of Grantor: Jeff Minnick (L.S.)  
Printed Name and Title: Jeff Minnick

STATE OF MI ) SS  
COUNTY OF Shiawassee

On this 14 day of Aug, 2020 before me, a Notary Public, in and for said  
County, personally appeared JEFF MINNICK, to me  
known to be the same person X named in and who executed the foregoing instrument and  
acknowledged the execution of the same to be X free act and deed.

Notary Public Debbie Hebert County of Shiawassee State of MI  
My Commission Expires 9/11/2026

PREPARED BY: Clayton Wehner  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

AFTER RECORDING DOCUMENT  
PLEASE RETURN TO:

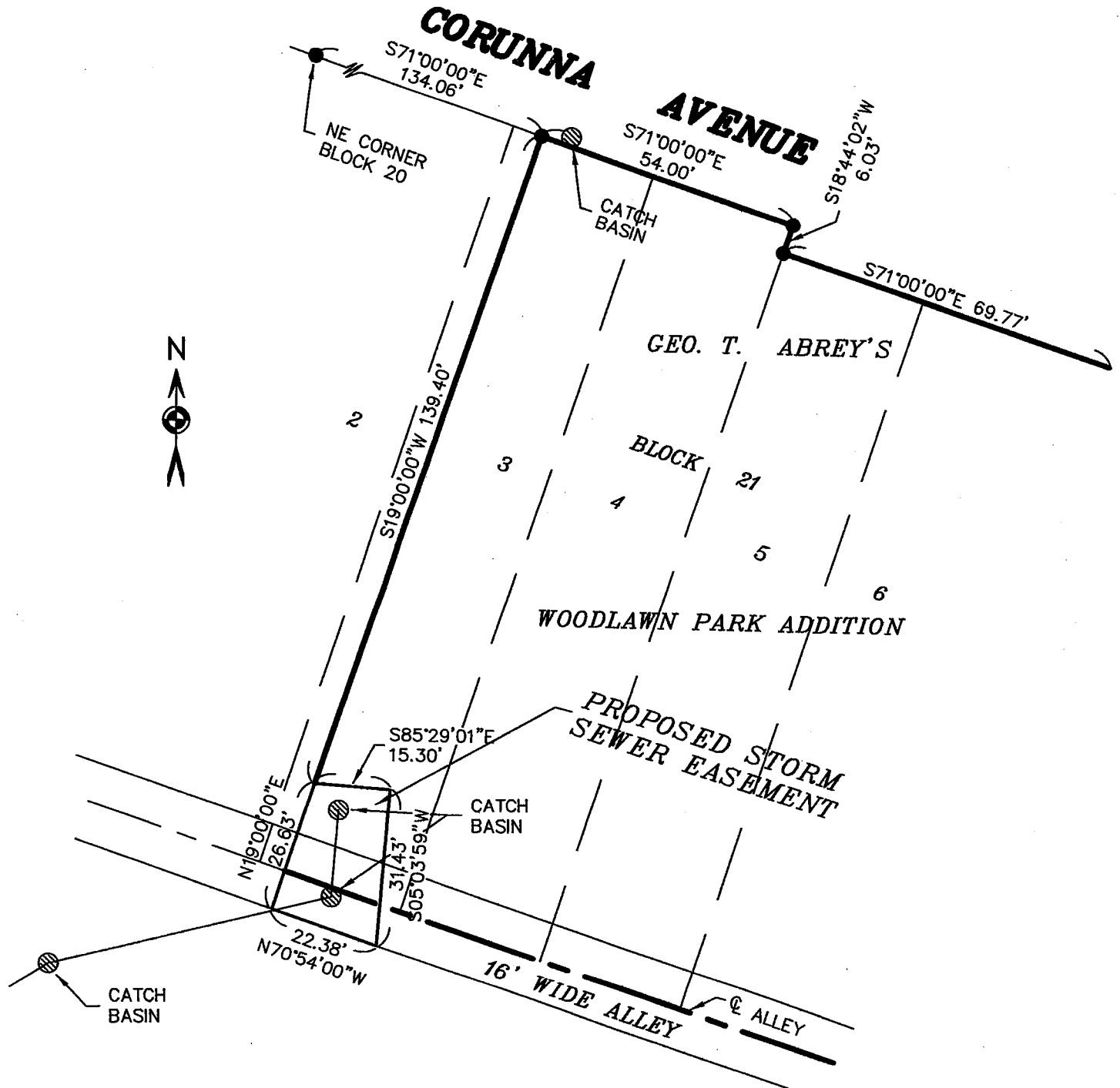
City Clerk's Office  
City of Owosso  
301 W. Main Street  
Owosso, MI 48867

**DEBBIE L. HEBERT**  
Notary Public - State of Michigan  
County of Shiawassee  
My Commission Expires September 11, 2026

*FIELDS MANUFACTURING*  
*DIRECTOR OF MANUFACTURING*  
*723-2265*

# CERTIFICATE OF LAND SURVEY

DESCRIPTION OF PROPOSED STORM SEWER EASEMENT: Part of Block 21 of "The Resubdivision of Blocks 19, 20 and 21 of Geo. T. Abrey's Woodlawn Park Addition to the City of Owosso, Shiawassee County, Michigan", according to the plat thereof, as recorded in Liber 1, Page 120 1/2, Shiawassee County Records, described as beginning at a point that is S71°00'00"E 134.06 feet (recorded as 134.00 feet) and S19°00'00"W 139.40 feet from the Northeast corner of Block 20 of said Plat; thence S85°29'01"E 15.30 feet; thence S05°03'59"W 31.43 feet to the Southerly line of a 16 foot wide alley; thence N70°54'00"W on said Southerly line a distance of 22.38 feet; thence N19°00'00"E 26.63 feet to the point of beginning. EXCEPTING THEREFROM that part thereof lying North of the centerline of the 16 feet alley as shown on said plat.



CLIENT: City of Owosso

DATE: July 7, 2020

SCALE: 1" = 30' JOB NO. 27739

City of Owosso,  
Shiawassee County,  
Michigan

REV. 7/20/20

I hereby certify that I have surveyed and mapped the land above platted and/or described on 06/25/2020 and that the relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the practice of professional surveying, and that the requirements of the Michigan Professional Surveyor Act, MCL 54.213 have been met.

LANDMARK

SURVEYING

204 N. SHIAWASSEE ST.  
OWOSSO, MI 48867

(989) 725-8725

(810) 659-1053

FAX (989) 725-2452

landmark@michonline.net

MARK L.  
VANRAEMDONCK  
PROFESSIONAL  
SURVEYOR  
No. 24622

Mark L. VanRaemdonck, Michigan Professional Surveyor No. 24622

## STAFF REPORT TO CITY COUNCIL

September 2, 2020

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### **SUBJECT: Chicken Ordinance**

Per the direction of City Council, at the last Planning Commission meeting the PC held an in-depth discussion regarding an ordinance for the keeping of chickens within the City of Owosso. The PC also excepted comments from the public on the subject which were generally supportive of an ordinance, but also expressed some concern with existing enforcement issues related to residents already keeping chickens as well as issues with enforcement going forward if an ordinance were approved. Additional concerns raised included the following;

- Smell of feces
- Noise from both hens and roosters
- Rodents
- Predators such as racoons, coyotes, cats and dogs
- Setbacks from neighbors for coops
- Requirements for fencing (whole yard or just coop area)
- Slaughtering
- Costs of raising chicken vs cost savings for collecting eggs

After taking public comment, the PC continued the discussion amongst themselves with some having interest in obtaining additional information and others being opposed to an ordinance at all. Staff presented a number of sample ordinances from communities across the state for review as well. Once the PC ended deliberation, a motion was made to not draft an ordinance and recommend that City Council not pursue the matter any further. The motion was approved 5-4.

At this time, City Council can accept the recommendation of the PC, direct the PC to revisit the topic and draft an ordinance to present to council or the council can draft an ordinance itself for public hearing.

We appreciate your consideration of this matter and look forward to receiving your feedback.

Submitted by:



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Justin Sprague, CIB Planning  
Planning Consultant



PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED	BUDGET	07/31/2020 (ABNORMAL)	MONTH 07/31/2020 (DECREASE)	NORMAL	(ABNORMAL)	
Fund 101 - GENERAL FUND								
000 - REVENUE		7,845,497.00		890,309.20	890,309.20	6,955,187.80		11.35
TOTAL REVENUES		7,845,497.00		890,309.20	890,309.20	6,955,187.80		11.35
101 - CITY COUNCIL		5,300.00		0.00	0.00	5,300.00		0.00
171 - CITY MANAGER		226,078.00		19,588.99	19,588.99	206,489.01		8.66
201 - FINANCE		274,929.00		23,156.57	23,156.57	251,772.43		8.42
209 - ASSESSING		154,669.00		12,322.26	12,322.26	142,346.74		7.97
210 - CITY ATTORNEY		117,917.00		13,720.20	13,720.20	104,196.80		11.64
215 - CLERK		281,689.00		21,015.42	21,015.42	260,673.58		7.46
226 - HUMAN RESOURCES		226,051.00		19,460.42	19,460.42	206,590.58		8.61
253 - TREASURY		155,169.00		12,230.34	12,230.34	142,938.66		7.88
258 - INFORMATION & TECHNOLOGY		107,359.00		3,403.30	3,403.30	103,955.70		3.17
265 - BUILDING & GROUNDS		137,714.00		11,280.44	11,280.44	126,433.56		8.19
299 - GENERAL ADMIN		312,700.00		106,909.36	106,909.36	205,790.64		34.19
300 - POLICE		2,197,591.00		246,155.01	246,155.01	1,951,435.99		11.20
335 - FIRE		2,058,464.00		187,164.53	187,164.53	1,871,299.47		9.09
370 - BUILDING AND SAFETY		253,052.00		10,492.16	10,492.16	242,559.84		4.15
441 - PUBLIC WORKS		683,000.00		56,736.48	56,736.48	626,263.52		8.31
528 - LEAF AND BRUSH COLLECTION		226,363.00		5,053.62	5,053.62	221,309.38		2.23
585 - PARKING		42,448.00		239.14	239.14	42,208.86		0.56
728 - COMMUNITY DEVELOPMENT		67,372.00		821.85	821.85	66,550.15		1.22
756 - PARKS		201,350.00		15,299.26	15,299.26	186,050.74		7.60
966 - TRANSFERS OUT		116,282.00		71,476.33	71,476.33	44,805.67		61.47
TOTAL EXPENDITURES		7,845,497.00		836,525.68	836,525.68	7,008,971.32		10.66

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 NORMAL (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		7,845,497.00	890,309.20	890,309.20	6,955,187.80	11.35
TOTAL EXPENDITURES		7,845,497.00	836,525.68	836,525.68	7,008,971.32	10.66
NET OF REVENUES & EXPENDITURES		0.00	53,783.52	53,783.52	(53,783.52)	100.00
Fund 202 - MAJOR STREET FUND						
000 - REVENUE		2,531,360.00	422.34	422.34	2,530,937.66	0.02
TOTAL REVENUES		2,531,360.00	422.34	422.34	2,530,937.66	0.02
451 - CONSTRUCTION		1,462,386.00	0.00	0.00	1,462,386.00	0.00
463 - STREET MAINTENANCE		371,000.00	6,812.18	6,812.18	364,187.82	1.84
473 - BRIDGE MAINTENANCE		12,400.00	0.00	0.00	12,400.00	0.00
474 - TRAFFIC SERVICES-MAINTENANCE		25,000.00	452.29	452.29	24,547.71	1.81
478 - SNOW & ICE CONTROL		87,000.00	0.00	0.00	87,000.00	0.00
480 - TREE TRIMMING		67,000.00	2,055.61	2,055.61	64,944.39	3.07
482 - ADMINISTRATION & ENGINEERING		175,892.00	4,690.18	4,690.18	171,201.82	2.67
485 - LOCAL STREET TRANSFER		288,882.00	0.00	0.00	288,882.00	0.00
486 - TRUNKLINE SURFACE MAINTENANCE		4,000.00	198.74	198.74	3,801.26	4.97
488 - TRUNKLINE SWEEPING & FLUSHING		3,300.00	0.00	0.00	3,300.00	0.00
490 - TRUNKLINE TREE TRIIM & REMOVAL		400.00	0.00	0.00	400.00	0.00
491 - TRUNKLINE STORM DRAIN, CURBS		5,500.00	275.63	275.63	5,224.37	5.01
492 - TRUNKLINE ROADSIDE CLEANUP		600.00	0.00	0.00	600.00	0.00
494 - TRUNKLINE TRAFFIC SIGNS		800.00	0.00	0.00	800.00	0.00
496 - TRUNKLINE TRAFFIC SIGNALS		200.00	0.00	0.00	200.00	0.00
497 - TRUNKLINE SNOW & ICE CONTROL		27,000.00	0.00	0.00	27,000.00	0.00
TOTAL EXPENDITURES		2,531,360.00	14,484.63	14,484.63	2,516,875.37	0.57
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		2,531,360.00	422.34	422.34	2,530,937.66	0.02

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REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO

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PERIOD ENDING 07/31/2020

DB: Owosso

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

G/L NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 202 - MAJOR STREET FUND						
TOTAL EXPENDITURES		2,531,360.00	14,484.63	14,484.63	2,516,875.37	0.57
NET OF REVENUES & EXPENDITURES		0.00	(14,062.29)	(14,062.29)	14,062.29	100.00
Fund 203 - LOCAL STREET FUND						
000 - REVENUE		1,512,157.00	75.82	75.82	1,512,081.18	0.01
TOTAL REVENUES		1,512,157.00	75.82	75.82	1,512,081.18	0.01
451 - CONSTRUCTION		787,367.00	0.00	0.00	787,367.00	0.00
463 - STREET MAINTENANCE		445,000.00	14,871.71	14,871.71	430,128.29	3.34
474 - TRAFFIC SERVICES-MAINTENANCE		5,400.00	49.44	49.44	5,350.56	0.92
478 - SNOW & ICE CONTROL		85,000.00	0.00	0.00	85,000.00	0.00
480 - TREE TRIMMING		90,000.00	11,686.11	11,686.11	78,313.89	12.98
482 - ADMINISTRATION & ENGINEERING		99,390.00	4,613.90	4,613.90	94,776.10	4.64
TOTAL EXPENDITURES		1,512,157.00	31,221.16	31,221.16	1,480,935.84	2.06
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		1,512,157.00	75.82	75.82	1,512,081.18	0.01
TOTAL EXPENDITURES		1,512,157.00	31,221.16	31,221.16	1,480,935.84	2.06
NET OF REVENUES & EXPENDITURES		0.00	(31,145.34)	(31,145.34)	31,145.34	100.00
Fund 208 - PARK/RECREATION SITES FUND						
000 - REVENUE		139,992.00	13,683.37	13,683.37	126,308.63	9.77
TOTAL REVENUES		139,992.00	13,683.37	13,683.37	126,308.63	9.77
756 - PARKS		106,815.00	0.00	0.00	106,815.00	0.00
TOTAL EXPENDITURES		106,815.00	0.00	0.00	106,815.00	0.00
Fund 208 - PARK/RECREATION SITES FUND:						
TOTAL REVENUES		139,992.00	13,683.37	13,683.37	126,308.63	9.77
TOTAL EXPENDITURES		106,815.00	0.00	0.00	106,815.00	0.00
NET OF REVENUES & EXPENDITURES		33,177.00	13,683.37	13,683.37	19,493.63	41.24
Fund 248 - DOWNTOWN FACADE PROGRAM						
000 - REVENUE		0.00	0.89	0.89	(0.89)	100.00

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PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 (NORMAL (ABNORMAL))	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 248 - DOWNTOWN FACADE PROGRAM						
TOTAL REVENUES		0.00	0.89	0.89	(0.89)	100.00
Fund 248 - DOWNTOWN FACADE PROGRAM:						
TOTAL REVENUES		0.00	0.89	0.89	(0.89)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.89	0.89	(0.89)	100.00
Fund 273 - OMS/DDA REVLG LOAN FUND						
000 - REVENUE		32,000.00	17,719.38	17,719.38	14,280.62	55.37
TOTAL REVENUES		32,000.00	17,719.38	17,719.38	14,280.62	55.37
200 - GEN SERVICES		1,500.00	0.00	0.00	1,500.00	0.00
TOTAL EXPENDITURES		1,500.00	0.00	0.00	1,500.00	0.00
Fund 273 - OMS/DDA REVLG LOAN FUND :						
TOTAL REVENUES		32,000.00	17,719.38	17,719.38	14,280.62	55.37
TOTAL EXPENDITURES		1,500.00	0.00	0.00	1,500.00	0.00
NET OF REVENUES & EXPENDITURES		30,500.00	17,719.38	17,719.38	12,780.62	58.10
Fund 275 - HOUSING & REDEVELOPMENT						
000 - REVENUE		0.00	0.09	0.09	(0.09)	100.00
TOTAL REVENUES		0.00	0.09	0.09	(0.09)	100.00
Fund 275 - HOUSING & REDEVELOPMENT:						
TOTAL REVENUES		0.00	0.09	0.09	(0.09)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.09	0.09	(0.09)	100.00
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA						
000 - REVENUE		21,803.00	0.94	0.94	21,802.06	0.00
TOTAL REVENUES		21,803.00	0.94	0.94	21,802.06	0.00
730 - PROFESSIONAL SERVICES		515.00	0.00	0.00	515.00	0.00
905 - DEBT SERVICE		28,171.00	0.00	0.00	28,171.00	0.00
TOTAL EXPENDITURES		28,686.00	0.00	0.00	28,686.00	0.00

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 NORMAL (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA						
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA:						
TOTAL REVENUES		21,803.00	0.94	0.94	21,802.06	0.00
TOTAL EXPENDITURES		28,686.00	0.00	0.00	28,686.00	0.00
NET OF REVENUES & EXPENDITURES		(6,883.00)	0.94	0.94	(6,883.94)	0.01
Fund 283 - OBRA FUND-DISTRICT#3-TIAL						
000 - REVENUE		23,600.00	0.00	0.00	23,600.00	0.00
TOTAL REVENUES		23,600.00	0.00	0.00	23,600.00	0.00
730 - PROFESSIONAL SERVICES		750.00	0.00	0.00	750.00	0.00
905 - DEBT SERVICE		21,703.00	0.00	0.00	21,703.00	0.00
964 - TAX REIMBURSEMENTS		1,147.00	0.00	0.00	1,147.00	0.00
TOTAL EXPENDITURES		23,600.00	0.00	0.00	23,600.00	0.00
Fund 283 - OBRA FUND-DISTRICT#3-TIAL:						
TOTAL REVENUES		23,600.00	0.00	0.00	23,600.00	0.00
TOTAL EXPENDITURES		23,600.00	0.00	0.00	23,600.00	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)						
000 - REVENUE		190,000.00	0.00	0.00	190,000.00	0.00
TOTAL REVENUES		190,000.00	0.00	0.00	190,000.00	0.00
730 - PROFESSIONAL SERVICES		9,902.00	0.00	0.00	9,902.00	0.00
905 - DEBT SERVICE		180,098.00	0.00	0.00	180,098.00	0.00
TOTAL EXPENDITURES		190,000.00	0.00	0.00	190,000.00	0.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8):						
TOTAL REVENUES		190,000.00	0.00	0.00	190,000.00	0.00
TOTAL EXPENDITURES		190,000.00	0.00	0.00	190,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT)						
000 - REVENUE		3,343.00	0.00	0.00	3,343.00	0.00
TOTAL REVENUES		3,343.00	0.00	0.00	3,343.00	0.00

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PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 (NORMAL (ABNORMAL))	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE (NORMAL (ABNORMAL))	
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT)						
730 - PROFESSIONAL SERVICES		1,200.00	0.00	0.00	1,200.00	0.00
TOTAL EXPENDITURES		1,200.00	0.00	0.00	1,200.00	0.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT):						
TOTAL REVENUES		3,343.00	0.00	0.00	3,343.00	0.00
TOTAL EXPENDITURES		1,200.00	0.00	0.00	1,200.00	0.00
NET OF REVENUES & EXPENDITURES		2,143.00	0.00	0.00	2,143.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL)						
000 - REVENUE		6,450.00	0.00	0.00	6,450.00	0.00
TOTAL REVENUES		6,450.00	0.00	0.00	6,450.00	0.00
730 - PROFESSIONAL SERVICES		864.00	0.00	0.00	864.00	0.00
964 - TAX REIMBURSEMENTS		5,586.00	0.00	0.00	5,586.00	0.00
TOTAL EXPENDITURES		6,450.00	0.00	0.00	6,450.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL):						
TOTAL REVENUES		6,450.00	0.00	0.00	6,450.00	0.00
TOTAL EXPENDITURES		6,450.00	0.00	0.00	6,450.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT)						
000 - REVENUE		112,160.00	0.00	0.00	112,160.00	0.00
TOTAL REVENUES		112,160.00	0.00	0.00	112,160.00	0.00
730 - PROFESSIONAL SERVICES		1,000.00	0.00	0.00	1,000.00	0.00
964 - TAX REIMBURSEMENTS		111,160.00	0.00	0.00	111,160.00	0.00
TOTAL EXPENDITURES		112,160.00	0.00	0.00	112,160.00	0.00
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT):						
TOTAL REVENUES		112,160.00	0.00	0.00	112,160.00	0.00
TOTAL EXPENDITURES		112,160.00	0.00	0.00	112,160.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING						
000 - REVENUE		75,000.00	0.00	0.00	75,000.00	0.00

PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING						
TOTAL REVENUES		75,000.00	0.00	0.00	75,000.00	0.00
730 - PROFESSIONAL SERVICES		3,861.00	0.00	0.00	3,861.00	0.00
964 - TAX REIMBURSEMENTS		71,139.00	0.00	0.00	71,139.00	0.00
TOTAL EXPENDITURES		75,000.00	0.00	0.00	75,000.00	0.00
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING:						
TOTAL REVENUES		75,000.00	0.00	0.00	75,000.00	0.00
TOTAL EXPENDITURES		75,000.00	0.00	0.00	75,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 297 - HISTORICAL FUND						
000 - REVENUE		82,554.00	4,483.43	4,483.43	78,070.57	5.43
TOTAL REVENUES		82,554.00	4,483.43	4,483.43	78,070.57	5.43
797 - HISTORICAL COMMISSION		63,354.00	5,900.62	5,900.62	57,453.38	9.31
798 - CASTLE		8,700.00	533.89	533.89	8,166.11	6.14
799 - GOULD HOUSE		9,500.00	797.78	797.78	8,702.22	8.40
800 - COMSTOCK/WOODARD		1,000.00	0.00	0.00	1,000.00	0.00
TOTAL EXPENDITURES		82,554.00	7,232.29	7,232.29	75,321.71	8.76
Fund 297 - HISTORICAL FUND:						
TOTAL REVENUES		82,554.00	4,483.43	4,483.43	78,070.57	5.43
TOTAL EXPENDITURES		82,554.00	7,232.29	7,232.29	75,321.71	8.76
NET OF REVENUES & EXPENDITURES		0.00	(2,748.86)	(2,748.86)	2,748.86	100.00
Fund 298 - HISTORICAL SITES FUND						
000 - REVENUE		139,992.00	13,682.72	13,682.72	126,309.28	9.77
TOTAL REVENUES		139,992.00	13,682.72	13,682.72	126,309.28	9.77
798 - CASTLE		113,000.00	0.00	0.00	113,000.00	0.00
799 - GOULD HOUSE		12,000.00	0.00	0.00	12,000.00	0.00
TOTAL EXPENDITURES		125,000.00	0.00	0.00	125,000.00	0.00

PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 NORMAL (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 298 - HISTORICAL SITES FUND						
Fund 298 - HISTORICAL SITES FUND:						
TOTAL REVENUES		139,992.00	13,682.72	13,682.72	126,309.28	9.77
TOTAL EXPENDITURES		125,000.00	0.00	0.00	125,000.00	0.00
NET OF REVENUES & EXPENDITURES		14,992.00	13,682.72	13,682.72	1,309.28	91.27
Fund 325 - DEBT SERVICE-2010 GO BONDS						
000 - REVENUE		89,233.00	0.00	0.00	89,233.00	0.00
TOTAL REVENUES		89,233.00	0.00	0.00	89,233.00	0.00
905 - DEBT SERVICE		89,233.00	0.00	0.00	89,233.00	0.00
TOTAL EXPENDITURES		89,233.00	0.00	0.00	89,233.00	0.00
Fund 325 - DEBT SERVICE-2010 GO BONDS:						
TOTAL REVENUES		89,233.00	0.00	0.00	89,233.00	0.00
TOTAL EXPENDITURES		89,233.00	0.00	0.00	89,233.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 327 - DEBT SERVICE						
000 - REVENUE		804,733.00	88,246.94	88,246.94	716,486.06	10.97
TOTAL REVENUES		804,733.00	88,246.94	88,246.94	716,486.06	10.97
905 - DEBT SERVICE		804,733.00	0.00	0.00	804,733.00	0.00
TOTAL EXPENDITURES		804,733.00	0.00	0.00	804,733.00	0.00
Fund 327 - DEBT SERVICE:						
TOTAL REVENUES		804,733.00	88,246.94	88,246.94	716,486.06	10.97
TOTAL EXPENDITURES		804,733.00	0.00	0.00	804,733.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	88,246.94	88,246.94	(88,246.94)	100.00
Fund 374 - 2012 SPECIAL ASSESSMENT						
000 - REVENUE		0.00	317.42	317.42	(317.42)	100.00
TOTAL REVENUES		0.00	317.42	317.42	(317.42)	100.00
Fund 374 - 2012 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	317.42	317.42	(317.42)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00



PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
<hr/>						
Fund 374 - 2012 SPECIAL ASSESSMENT						
NET OF REVENUES & EXPENDITURES		0.00	317.42	317.42	(317.42)	100.00
<hr/>						
Fund 384 - 2018 SPECIAL ASSESSMENTS						
000 - REVENUE		0.00	150.00	150.00	(150.00)	100.00
<hr/>						
TOTAL REVENUES		0.00	150.00	150.00	(150.00)	100.00
<hr/>						
Fund 384 - 2018 SPECIAL ASSESSMENTS:						
TOTAL REVENUES		0.00	150.00	150.00	(150.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	150.00	150.00	(150.00)	100.00
<hr/>						
Fund 397 - 2009 LTGO DEBT						
000 - REVENUE		78,885.00	0.00	0.00	78,885.00	0.00
<hr/>						
TOTAL REVENUES		78,885.00	0.00	0.00	78,885.00	0.00
<hr/>						
905 - DEBT SERVICE		78,885.00	0.00	0.00	78,885.00	0.00
<hr/>						
TOTAL EXPENDITURES		78,885.00	0.00	0.00	78,885.00	0.00
<hr/>						
Fund 397 - 2009 LTGO DEBT:						
TOTAL REVENUES		78,885.00	0.00	0.00	78,885.00	0.00
TOTAL EXPENDITURES		78,885.00	0.00	0.00	78,885.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
<hr/>						
Fund 401 - CAPITAL PROJECT FUND						
000 - REVENUE		68,143.00	68,143.00	68,143.00	0.00	100.00
<hr/>						
TOTAL REVENUES		68,143.00	68,143.00	68,143.00	0.00	100.00
<hr/>						
000 - REVENUE		68,143.00	1,199.00	1,199.00	66,944.00	1.76
<hr/>						
TOTAL EXPENDITURES		68,143.00	1,199.00	1,199.00	66,944.00	1.76
<hr/>						
Fund 401 - CAPITAL PROJECT FUND:						
TOTAL REVENUES		68,143.00	68,143.00	68,143.00	0.00	100.00
TOTAL EXPENDITURES		68,143.00	1,199.00	1,199.00	66,944.00	1.76
NET OF REVENUES & EXPENDITURES		0.00	66,944.00	66,944.00	(66,944.00)	100.00
<hr/>						
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM						
000 - REVENUE		1,000,000.00	423.58	423.58	999,576.42	0.04

PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 (NORMAL (ABNORMAL))	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM						
TOTAL REVENUES		1,000,000.00	423.58	423.58	999,576.42	0.04
966 - TRANSFERS OUT		1,000,000.00	0.00	0.00	1,000,000.00	0.00
TOTAL EXPENDITURES		1,000,000.00	0.00	0.00	1,000,000.00	0.00
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM:						
TOTAL REVENUES		1,000,000.00	423.58	423.58	999,576.42	0.04
TOTAL EXPENDITURES		1,000,000.00	0.00	0.00	1,000,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	423.58	423.58	(423.58)	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH						
000 - REVENUE		0.00	2.15	2.15	(2.15)	100.00
TOTAL REVENUES		0.00	2.15	2.15	(2.15)	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH:						
TOTAL REVENUES		0.00	2.15	2.15	(2.15)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2.15	2.15	(2.15)	100.00
Fund 494 - CAPITAL PROJECTS FUND						
000 - REVENUE		10,250.00	2.13	2.13	10,247.87	0.02
TOTAL REVENUES		10,250.00	2.13	2.13	10,247.87	0.02
270 - ADMINISTRATIVE		10,000.00	0.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES		10,000.00	0.00	0.00	10,000.00	0.00
Fund 494 - CAPITAL PROJECTS FUND:						
TOTAL REVENUES		10,250.00	2.13	2.13	10,247.87	0.02
TOTAL EXPENDITURES		10,000.00	0.00	0.00	10,000.00	0.00
NET OF REVENUES & EXPENDITURES		250.00	2.13	2.13	247.87	0.85
Fund 588 - TRANSPORTATION FUND						
000 - REVENUE		76,000.00	9,120.34	9,120.34	66,879.66	12.00
TOTAL REVENUES		76,000.00	9,120.34	9,120.34	66,879.66	12.00
200 - GEN SERVICES		76,000.00	0.00	0.00	76,000.00	0.00

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	07/31/2020 NORMAL (ABNORMAL)	MONTH 07/31/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 588 - TRANSPORTATION FUND						
	TOTAL EXPENDITURES	76,000.00	0.00	0.00	76,000.00	0.00
Fund 588 - TRANSPORTATION FUND:						
	TOTAL REVENUES	76,000.00	9,120.34	9,120.34	66,879.66	12.00
	TOTAL EXPENDITURES	76,000.00	0.00	0.00	76,000.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	9,120.34	9,120.34	(9,120.34)	100.00
Fund 590 - SEWER FUND						
	000 - REVENUE	3,352,244.00	238.89	238.89	3,352,005.11	0.01
	TOTAL REVENUES	3,352,244.00	238.89	238.89	3,352,005.11	0.01
	200 - GEN SERVICES	1,784,986.00	131,307.10	131,307.10	1,653,678.90	7.36
	549 - SEWER OPERATIONS	347,241.00	8,626.96	8,626.96	338,614.04	2.48
	901 - CAPITAL OUTLAY	1,440,000.00	0.00	0.00	1,440,000.00	0.00
	905 - DEBT SERVICE	71,294.00	0.00	0.00	71,294.00	0.00
	TOTAL EXPENDITURES	3,643,521.00	139,934.06	139,934.06	3,503,586.94	3.84
Fund 590 - SEWER FUND:						
	TOTAL REVENUES	3,352,244.00	238.89	238.89	3,352,005.11	0.01
	TOTAL EXPENDITURES	3,643,521.00	139,934.06	139,934.06	3,503,586.94	3.84
	NET OF REVENUES & EXPENDITURES	(291,277.00)	(139,695.17)	(139,695.17)	(151,581.83)	47.96
Fund 591 - WATER FUND						
	000 - REVENUE	6,907,249.00	5,399.68	5,399.68	6,901,849.32	0.08
	TOTAL REVENUES	6,907,249.00	5,399.68	5,399.68	6,901,849.32	0.08
	200 - GEN SERVICES	516,441.00	57,511.33	57,511.33	458,929.67	11.14
	552 - WATER UNDERGROUND	970,176.00	73,022.57	73,022.57	897,153.43	7.53
	553 - WATER FILTRATION	1,147,443.00	57,759.95	57,759.95	1,089,683.05	5.03
	901 - CAPITAL OUTLAY	3,522,219.00	153,271.14	153,271.14	3,368,947.86	4.35
	905 - DEBT SERVICE	547,453.00	0.00	0.00	547,453.00	0.00
	TOTAL EXPENDITURES	6,703,732.00	341,564.99	341,564.99	6,362,167.01	5.10

PERIOD ENDING 07/31/2020

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 591 - WATER FUND						
Fund 591 - WATER FUND:						
	TOTAL REVENUES	6,907,249.00	5,399.68	5,399.68	6,901,849.32	0.08
	TOTAL EXPENDITURES	6,703,732.00	341,564.99	341,564.99	6,362,167.01	5.10
	NET OF REVENUES & EXPENDITURES	203,517.00	(336,165.31)	(336,165.31)	539,682.31	165.18
Fund 599 - WASTEWATER FUND						
	000 - REVENUE	4,491,000.00	150,881.91	150,881.91	4,340,118.09	3.36
	TOTAL REVENUES	4,491,000.00	150,881.91	150,881.91	4,340,118.09	3.36
	548 - WASTEWATER OPERATIONS	1,789,427.00	131,426.48	131,426.48	1,658,000.52	7.34
	901 - CAPITAL OUTLAY	2,731,000.00	0.00	0.00	2,731,000.00	0.00
	905 - DEBT SERVICE	35,000.00	0.00	0.00	35,000.00	0.00
	TOTAL EXPENDITURES	4,555,427.00	131,426.48	131,426.48	4,424,000.52	2.89
Fund 599 - WASTEWATER FUND:						
	TOTAL REVENUES	4,491,000.00	150,881.91	150,881.91	4,340,118.09	3.36
	TOTAL EXPENDITURES	4,555,427.00	131,426.48	131,426.48	4,424,000.52	2.89
	NET OF REVENUES & EXPENDITURES	(64,427.00)	19,455.43	19,455.43	(83,882.43)	30.20
Fund 661 - FLEET MAINTENANCE FUND						
	000 - REVENUE	720,000.00	45,493.68	45,493.68	674,506.32	6.32
	TOTAL REVENUES	720,000.00	45,493.68	45,493.68	674,506.32	6.32
	891 - FLEET MAINTENANCE	371,919.00	31,487.76	31,487.76	340,431.24	8.47
	901 - CAPITAL OUTLAY	453,000.00	0.00	0.00	453,000.00	0.00
	TOTAL EXPENDITURES	824,919.00	31,487.76	31,487.76	793,431.24	3.82
Fund 661 - FLEET MAINTENANCE FUND:						
	TOTAL REVENUES	720,000.00	45,493.68	45,493.68	674,506.32	6.32
	TOTAL EXPENDITURES	824,919.00	31,487.76	31,487.76	793,431.24	3.82
	NET OF REVENUES & EXPENDITURES	(104,919.00)	14,005.92	14,005.92	(118,924.92)	13.35
	TOTAL REVENUES - ALL FUNDS	30,313,645.00	1,308,797.90	1,308,797.90	29,004,847.10	4.32
	TOTAL EXPENDITURES - ALL FUNDS	30,496,572.00	1,535,076.05	1,535,076.05	28,961,495.95	5.03
	NET OF REVENUES & EXPENDITURES	(182,927.00)	(226,278.15)	(226,278.15)	43,351.15	123.70

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

**JUNE 24, 2020**

**7:15 AM**

**CALL MEETING TO ORDER:**

Chairperson Farrell called the meeting to order at 7:15 a.m.

**ROLL CALL:**

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

**ABSENT:** Trustee Susan Osika.

**ALSO**

**PRESENT:** Graystone Consultant Brian Brice; City Treasurer Katherine R. Fagan; City Attorney Scott J. Gould; City Manager Nathan R. Henne; and City Clerk Amy K. Kirkland.

**APPROVE AGENDA:**

Motion by Trustee Brewbaker to approve the Agenda with the following addition to the Consent Agenda:

3. **Payment Authorizations:**

- h. Franklin Templeton Investments  
For period 04/01/2020 through 05/25/2020                      \$     3,408.03
- i. Franklin Templeton Investments – SIK, former Fifth Third equities  
For period 04/01/2020 through 05/25/2020                      \$       181.32

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

**APPROVE MINUTES OF APRIL 22, 2020 REGULAR MEETING:**

Motion by Vice Chairperson Mitchell to accept the minutes of the April 22, 2020 Regular Meeting as presented.

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

**APPROVE MINUTES OF MAY 12, 2020 SPECIAL MEETING:**

Motion by Vice Chairperson Mitchell to accept the minutes of the May 12, 2020 Special Meeting as presented.

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

**CITIZEN COMMENTS:**

There were no citizen comments.

## **CONSENT AGENDA:**

Motion by Trustee Brewbaker to approve the consent agenda as follows:

### **1. Approve Pension Check Reports:**

a. April 2020	\$ 220,498.60
b. May 2020	\$ 220,498.60

### **2. Approve Statements:**

- a. City of Owosso Employees Retirement Fund  
As of April 30, 2020
- b. City of Owosso Employees Retirement Fund  
As of May 31, 2020

### **3. Payment Authorizations:**

- a. Morgan Stanley – Graystone Consulting  
For period 05/27/20 through 06/30/2020 \$ (1,152.03)
- b. Morgan Stanley – Graystone Consulting  
For period 05/29/20 through 06/30/2020 \$ (2,495.96)
- c. Gabriel Roeder Smith & Company  
For period 07/01/2019 through 06/30/2020 \$ 25,000.00
- d. City of Owosso  
Annual Audit \$ 2,969.00
- e. Katherine R. Fagan, City Treasurer  
Report of Checks Written – April 2020 \$ 27,107.29
- f. Katherine R. Fagan, City Treasurer  
Report of Checks Written – May 2020 \$ 1,048.74
- g. Money Manager Fee Analysis  
For period 05/01/2020 through 05/31/2020 \$ 3,221.29
- h. Franklin Templeton Investments  
For period 04/01/2020 through 05/25/2020 \$ 3,408.03
- i. Franklin Templeton Investments – SIK, former Fifth Third equities  
For period 04/01/2020 through 05/25/2020 \$ 181.32

### **4. Death Acknowledgements:**

None.

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

## **COMMUNICATIONS:**

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

- a. Pensions & Investments: March 23, 2020
- b. Pensions & Investments: April 6, 2020
- c. Pensions & Investments: April 20, 2020
- d. Pensions & Investments: May 4, 2020
- e. Pensions & Investments: May 18, 2020
- f. Pensions & Investments: June 1, 2020

## **OLD BUSINESS:**

### **Transfer Status Report**

A brief report was given on the status of the MERS transfer noting that all securities but the securities in kind held by Franklin Templeton had been transferred from Morgan Stanley to MERS. The initial actuarial valuations and asset allocations have been received from MERS. The Board offered no comments or questions.

#### Franklin Templeton Securities in Kind

City Clerk Kirkland briefly relayed the details of the phone call between the City, MERS, and Morgan Stanley that was organized to reach an agreement on how the securities in kind held by Franklin Templeton would be handled in their transfer to MERS. Warren Keyser, portfolio manager for Franklin Templeton, joined the call to provide an overview of how they had handled the situation over the years and he encouraged the City not to simply liquidate the holdings. The resulting agreement stipulates that a 25% discount be given by the City in return for MERS taking on the extra risk presented by holding the securities in kind. Chairperson Farrell indicated the agreement was reasonable for all parties in the transaction and only \$130,000 in assets were involved.

The Board agreed to the 25% valuation discount in return for MERS holding the securities until maturity.

## **NEW BUSINESS:**

### **2019 Summary Annual Report**

Motion by Vice Chairperson Mitchell to approve the summary of the activities of the System for the 2019 calendar year and authorize distribution to members and retirees as follows:

#### **CITY OF OWOSSO EMPLOYEES RETIREMENT SYSTEM** **2019 SUMMARY ANNUAL REPORT**

(formerly List of Expenses Paid by Soft Dollars)

The Public Employees Retirement System Investment Act requires the City of Owosso Employees Retirement System to prepare and issue a summary annual report and to publish and make available annually a list of all expenses paid by soft dollars. The following information is provided for the year 2019.

The name of the retirement system is the City of Owosso Employees Retirement System. The Retirement System's investment fiduciaries and service providers are:

#### BOARD OF TRUSTEES:

Richard Brewbaker  
Jerome Haber  
Doug Morrice

Sue Osika  
Mark Mitchell  
Wilfred Farrell

INVESTMENT MANAGERS: Atlanta Capital  
Franklin Templeton  
Loomis LCG  
Cushing  
Aristotle  
Causeway  
Harding Loevner  
CG Advisor  
JP Morgan Strategic Income

INVESTMENT ADVISOR: Graystone Consulting/Morgan Stanley

ACTUARY: Gabriel Roeder Smith & Company

AUDITOR: Gabridge and Company

MEDICAL DIRECTOR: Dr. Anthony Patsy

As reported in the actuarial valuation for the annual period ending December 31, 2019 the Retirement System's valuation assets were \$28,989,966 and its actuarial accrued liabilities were \$34,751,189, which produced a funded ratio of 83.4.

For the annual period ending December 31, 2019 the Retirement System's investment performance on a mark to market basis (gross of manager fees and net of transaction costs) was 21.82%. The system's investment performance, net of fees, on a rolling calendar-year basis is as follows:

	1 Year	3 Year	5 Year	7 Year	10 Year
Total Portfolio	21.21%	10.28%	7.60%	8.97%	8.15%

On December 31, 2019 the market value of the assets was \$30,739,312. The change in net plan assets from December 31, 2018 was (\$783,944).

For the annual period ending December 31, 2019 the Retirement System's non-soft dollar expenses were \$242,178.33 and benefit payments and member refunds were \$2,800,179.86. No expenses were paid by soft dollars during the year. Expenditures for professional training and education for this year were \$914.96. Employer contributions required for the year covered by the report total \$924,592.

The adopted budget for the city fiscal year beginning July 1, 2020 included the following items:

Checks printed, etc.	\$ N/A
Audit Costs	\$ N/A
Actuary Fee	\$ N/A
Conference Expenses	\$ N/A
Counseling Fee-Morgan Stanley	\$ <u>N/A</u>

Additional items required for inclusion in the report are:

The number of active members: 31  
The number of retirees and beneficiaries: 77  
The average annual retirement allowance: \$36,307  
The total annual retirement allowance being paid: \$2,795,607



The valuation payroll: \$1,781,909  
The employers computed normal cost of benefits (expressed as a percentage of valuation payroll):  
General 8.26%; Fire 8.41%  
The employers total contribution rate (expressed as a percentage of valuation payroll):  
General 94.94%; Fire 17.47%; overall weighted 54.96%  
The weighted average of member contributions, if any: \$69,157  
The actuarial assumed rate of investment return: 7.25%  
The actuarial assumed rate of long-term wage inflation: 2.5%  
The smoothing method and period utilized for funding the system's unfunded actuarial accrued liabilities,  
if any: 4-year smoothed market; Closed-9 year amortization  
The system's actuarial cost method: Entry-age  
Whether system membership is open or closed to specific groups of employees:  
General-closed; Fire-open

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

### **Preemptive Authorization for Payment & Sweeping of Account**

Motion by Trustee Brewbaker to authorize the City Treasurer to pay upcoming invoices and sweep all future refunds to the MERS account.

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

### **Retirement Ordinance Amendment**

City Attorney Gould introduced the item saying the intent of the amendment is to change who manages the system. He indicated that most of the original language of the ordinance remains in place with the changes concentrating on the responsibilities of the Board of Trustees.

There was discussion regarding whether a staff liaison position should be established to connect retirees with MERS, it was decided that MERS has the capability of communicating with all retirees and a staff liaison may just cloud the picture.

Chairperson Farrell inquired if the Board was dissolved as of today. City Attorney Gould indicated it would dissolve once the transfer is completed.

Motion by Chairperson Farrell to recommend the retirement ordinance amendment as proposed:

## **RESOLUTION NO. R-01 2020**

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

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

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

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

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

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

Sec. 2-401. - Name and establishment.

(a) The city employees' retirement system, hereinafter called the "retirement system," is hereby established for the purpose of providing retirement allowances and survivor benefits for the employees of the city and their eligible dependents. The retirement system shall be maintained for the exclusive benefit of members and is intended to comply with the requirements of section 457(a) of the Internal Revenue Code of 1986, as amended from time to time (the "code"), with the requirements of any regulations issued thereunder, and with the requirements of any other applicable law. The trustees of the trust established as part of this retirement system are defined in section 2-403.

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

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

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

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

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

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

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

Sec. 2-403. - Board of trustees.

(a) The City established, with the creation of the City Pension, a board of trustees (the "board") in whom was vested the general administration, management, and responsibility for the proper operation of the retirement.

1) The MERS shall have the responsibility for the general administration and management of the system, and for making effective and construing the provisions of this chapter. It shall

have the power to negotiate and execute legal documents provided that any such legal document be approved by the City.

- 2) The City Board Trustees shall cease to exist as of June 1, 2020, or as soon thereafter as all of the assets are transferred to MERS, as provided herein. Thereafter the aforementioned date or condition, any reference of the "board" hereinafter shall be construed to be MERS.

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

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

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

(a) The city clerk shall keep, or cause to be kept, in convenient form, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The MERS shall render a report to the city manager and the council or their designee within ninety (90) days after the close of each fiscal year of the city showing the fiscal transactions of the retirement system for the year ending the preceding June 30, and the last balance sheet showing the financial condition of the retirement system by means of an actuarial valuation of the assets and liabilities of the retirement system.

(b) The board shall from time to time adopt such mortality, service, and other tables of experience, and a rate or rates of regular interest, as are necessary to maintain the operation of the retirement system on an actuarial basis.

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

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

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

The domestic relations order will not be deemed an EDRO if it requires the retirement system to provide any type or form of benefit, or any option not already provided for in the retirement

system, or increased benefits determined on the basis of the actuarial value, or benefits in excess of the member's retirement system benefit, or payment of benefits to an alternate payee(s) required to be paid to another alternate payee under another EDRO.

- (3) Disputed orders: If there is a question as to whether or not a domestic relations order is a EDRO, there will be a delay in any payout to any payee(s) including the member, until the status is resolved. If the retirement system determines that the order is not an EDRO, the retirement system shall promptly notify the alternate payee(s) of this determination. The notification shall specify the reasons the order was not determined to be an EDRO. This determination does not prohibit the alternate payee(s) or the court from filing an amended order with the retirement system for redetermination.
- (4) Death of alternate payee(s): If an alternate payee(s) dies before receiving any payment of a benefit pursuant to an EDRO, that interest reverts to the member.

#### Sec. 2-432. - Expense fund.

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

#### Sec. 2-433. - Investment of assets.

(a) The MERS shall be the trustees of the assets of the retirement system, which shall be invested in a trust. The trustees shall have full power to invest and reinvest such assets subject to the provisions of Act No. 314 of the Public Acts of 1965, as amended, and as it might from time to time be amended or replaced by successor acts.

(b) The MERS shall have full power to hold, purchase, sell, assign, transfer, and dispose of any investments in which any of the moneys of the retirement system have been invested as well as the proceeds of such investments and any moneys belonging to the system. There shall be kept on deposit available cash not exceeding five (5) percent of the total assets of the retirement system. The trustees shall ensure that all investments, amounts, property and rights held under the trust fund are held for the exclusive benefit of members and their beneficiaries. The trust fund shall be held in trust pursuant to the trust agreement for the exclusive benefit of members and their beneficiaries and defraying reasonable expenses of the retirement system and of the trust fund. It shall be impossible, prior to the satisfaction of all liabilities with respect to members and their beneficiaries, for any part of the assets and income of the trust fund to be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries.

(c) The description of the various funds of the retirement system shall be interpreted to refer to the accounting records of the retirement system and not to the segregation of assets in the funds of the retirement system.

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

(a) The income fund shall be the fund to which shall be credited all regular interest, dividends and other income derived from investments of the retirement system, all gifts and bequests received by the system, all unclaimed accumulated contributions as provided in this article, and all other moneys received by the retirement system the disposition of which is not specifically provided in this article. There shall be transferred from the income fund all amounts required to credit regular interest to the members savings fund, retirement reserve fund and pension reserve fund, as provided in this article. Whenever the board determines the balance in the income fund is more than sufficient to cover current charges to the fund

such excess, or any part thereof, may be used to provide contingency reserves or to meet special requirements of the other funds of the retirement system. Whenever the balance in the income fund is insufficient to meet the charges to the fund the amount of the insufficiency shall be transferred from the pension reserve fund to the income fund. A member's accumulated contributions transferred from the members savings fund to the income fund may be paid from the income fund upon claim for same approved by the board MERS.

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

Sec. 2-435. - Assignments prohibited.

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

SECTION 6. AVAILABILITY. This ordinance may be purchased or inspected in the city clerk's office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

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

Chairperson Farrell asked what needs to be done to formally dissolve the board? City Attorney Gould indicated he would like to hold a meeting to mark the completion of the transfer and tie everything up in the minutes.

There was discussion about moving the meeting up a week because Chairperson Farrell will be out of town the week of August 26<sup>th</sup>. City Clerk Kirkland will contact board members to find an acceptable meeting date and time.

### **INVESTMENT CONSULTANT REPORT:**

#### **Graystone: Performance Update, through May 31, 2020**

Graystone Consultant Brian Brice indicated that the portfolio had gains in the final quarter, highlighting the fact that it was a good choice to remain invested until the transfer took place. Liquidation of the portfolio went well. He went on to thank the Board for their businesses, saying it had been a pleasure to serve the group and he had enjoyed the relationship.

On behalf of the Board Chairperson Farrell thanked Mr. Brice for all of the team's efforts over the course of the last three years and personally thanked him for his expertise.

### **CITIZENS COMMENT:**

There were no citizen comments.

**NEXT BOARD MEETING:**

The next board meeting is scheduled for August 26, 2020 at 7:15am

**ADJOURNMENT:**

The meeting was adjourned at 8:08 a.m.

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Amy K. Kirkland, City Clerk

**MINUTES**  
**REGULAR MEETING OF THE**  
**DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET**  
**CITY OF OWOSSO**  
**August 5, 2020 AT 7:30 A.M.**  
**VIRTUAL MEETING VIA ZOOM VIDEO CONFERENCING**

**CALL TO ORDER:** The meeting was called to order by Chairman Dave Acton at 7:40 A.M.

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

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

**MEMBERS ABSENT:** Mayor Chris Eveleth, Commissioner Ken Cushman and Commissioner Jim Woodworth.

**OTHERS PRESENT:** Susan Osika, City Council Representative and Josh Adams, DDA Director

**AGENDA:** IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE AGENDA WITH AN ADDITIONAL ITEM OF DISCUSSION – EV FAST CHARGING STATIONS FOR COMMUNITY QUESTIONS.

**AYES: ALL. MOTION CARRIED.**

**MINUTES:** IT WAS MOVED BY AUTHORITY MEMBER TRECHA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE MINUTES FOR MEETINGS HELD JUNE 26, 2020. Also minutes for JULY 8, 2020 & JULY 15, 2020.

**PUBLIC COMMENTS:** None

**ITEMS OF BUSINESS:**

**1) CHECK REGISTER** – Adams noted the Agnew Graphics payment was for the Shiawassee Safe print materials paid out of the Business Vitality Committee budget balance.

**IT WAS MOVED BY AUTHORITY GILBERT, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR JULY, 2020 AS PRESENTED.**

**AYES: ALL. MOTION CARRIED.**

**2) 2020/2021 Budget Review-** The new budget was again provided for board as previously reviewed and approved in preparation going into the new Fiscal Year.

### **3) HIGH CAPACITY EV FAST CHARGING STATIONS – Downtown Owosso**

has received a Consumers Power, PowerMIDrive Grant that will aid in the purchase and installation of one high-capacity EV charging station with our district.

This EV fast charging station is a **Level 3 – 440 Volts Expandable up to 1,000 Volts**. Anyone with an electric vehicle is not able to get across the state. The State of Michigan is developing a network across the state. Owosso is in a key location to fill a spot in the network.

The grant will provide \$158,514.00 of the \$192,771.00 cost associated with the purchase & installation of this type of station. This leaves a need of \$34,257.00 from matching funds to complete the project. The desire was to take it out of the Revolving Loan Fund. Over its lifetime the charging systems will generate revenue which will be deposited back into the Revolving Loan Fund. Another option is to include a payment from the DDA budget to make monthly payments back the Revolving Loan Fund with a normal amortization schedule.

Susan Osika, Council Representative, will assist with addressing the community questions and prepare for City Council's vote on Monday, August 17, 2020. A public meeting will be held on Tuesday, August 11, 2020, 7:00 P.M. The meeting will address questions with a short informative video. Marketing plans will be shared along with recommendations from other communities.

A committee will develop and administer the construction schedule, business model with maintenance. Installation of the EV station is proposed for fall 2020.

### **COMMITTEE UPDATES:**

- 1) **Design and Business Vitality** –The Streetscape and Beautification subcommittees meet– future and current issues to plan coordination of future efforts. Recruitment Technical Services is under way with Michigan Mainstreet to develop a business recruitment team.
- 2) **Promotion & Outreach** – Glow meets in August. The goal is keep winter activities alive and moving during Covid restrictions with new creative ways.
- 3) **Business Owners Committee** – Attempts have been made to meet with Business Owners, the response has been minimal.

### **BOARD CONTINUING EDUCATION INFORMATION:**

Director Report – Report was included in Board's Packet for their review.

COVID-19 Response Activities Listing – Director Adams will have a formal press release to inform the public of the DDA's programs and initiatives thru Covid 19.

**PUBLIC COMMENTS:** None

### **BOARD COMMENTS:**

**ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER MOORE TO ADJOURN AT 9:05 A.M.**

**AYES: ALL. MOTION CARRIED.**



MINUTES FOR  
SPECIAL MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
Wednesday, August 12, 6:00 p.m.  
VIA ZOOM VIDEO CONFERENCING

**MEETING CALLED TO ORDER** at 6:05 p.m. by Commissioner Wilson.

**ROLL CALL** was taken by Recording Staff Liaison, Josh Adams.

**PRESENT:** Secretary Philip Hathaway; Commissioner Gary Wilson, Commissioner Lance Omer; Commissioner Steven Teich; Commissioner Matthew Van Epps

**ABSENT:** Chairman Scott Newman; Commissioner Dianne Acton

**OTHERS IN ATTENDANCE:** None

**AGENDA APPROVAL:**

**MOTION FOR APPROVAL BY COMMISSIONER VAN EPPS. MOTION WAS SECONDED BY COMMISSIONER HATHAWAY WITH THE ADDITION OF ITEM #2 - DISCUSSION ON THE MATTHEWS BUILDING**

**AYES ALL. MOTION CARRIED.**

**COMMUNICATIONS:** None

**PUBLIC/COMMISSIONER COMMENTS:** None

**Committee Reports:** None

**Public Hearings:** None

**Items of Business:**

- 1) 300 W. Main Street – Matthews Building

Commissioner Wilson initiated that City Manager, Nathan Henne indicated that there is a possibility that the owners of the Matthews Building will make a request to demolish a portion of the historic structure. He stated that the reasoning for this meeting was to discuss the HDC's role with potential demolition. He mentioned three potential:

1. Let the City work the situation out with the property owners and deal with the outcome;
2. Invoke the designation of Demolition by Neglect on the property and send a enforcement letter to the property owners;
3. Work together with the city to establish a path to move forward.

Commissioner Wilson stated that that options 2 & 3 could go together.

The commission discussed the steps of issuing an enforcement letter based on demolition by neglect through the ordinance.

*Draft*

Commissioner Teich stated that it is important that someone other than the property owner's architect inspect the property and determine the severity of the neglect. He stated that a city representative should look at the structure.

Commissioner Van Epps stated that the HDC is a semi-judicial body but has no real funds to aid in any follow-up activities after an enforcement letter is issued. He indicated that this is an important factor in making sure the HDC works together with the City.

The commission discussed the universal, historic value of the building within the district.

Commissioner Hathaway stated that if demolition is allowed by either the city or the HDC, a future plan for the site/site plan should be reviewed by both the HDC and the city to ensure any future development suits the area/downtown.

Commissioner Wilson indicated that it is this commission's job to enforce the ordinance and issuing an enforcement letter would impose some rules on any future discussions of demolition. These rules could aid in allowing the HDC to be at the table during the process.

Commissioner Wilson stated that the owners knew about the condition of the building at the time of their purchase and have ignored the city's attempts at code enforcement that ensured the building's safety.

The commission discussed the importance of issuing the Demolition by Neglect designation and the logistics of doing so. They discussed the importance of any letter coming directly from the HDC and not from the city or city attorney.

**MOTION BY COMMISSIONER VAN EPPS, AND SECONDED BY COMMISSIONER TEICH:**

**MOTION THAT THE COMMISSION FINDS THE OWNERS OF THE MATTHEWS BUILDING IN VIOLATION OF THE HISTORIC DISTRICT ORDINANCE THROUGH DEMOLITION BY NEGLECT, AND HEREBY ISSUE A LETTER OF ENFORCEMENT TO COMPEL REPAIRS REQUIRED ACCORDING TO THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS**

**AYES ALL. MOTION CARRIED.**

**PUBLIC COMMENTS:** None

**BOARD COMMENTS:** None

**ADJOURNMENT:**

**MOTION BY COMMISSIONER HATHAWAY AND SECONDED BY COMMISSIONER VAN EPPS TO ADJOURN AT 6:52 P.M.**

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Phil Hathaway, Secretary

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*Draft*

**MINUTES**  
**REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION**  
**VIRTUAL MEETING**  
**Monday, August 24, 2020 – 6:30 P.M.**

City Manager Nathan Henne announced the meeting would be held as a Virtual Meeting due to the COVID-19 pandemic, under the authority of Executive Order No. 2020-15 of the Office of the Governor of the State of Michigan.

**CALL TO ORDER:** Chairman Wascher called the meeting to order at 6:30 p.m.

**PLEDGE OF ALLEGIANCE:** Recited

**ROLL CALL:** Recording Secretary Tanya Buckelew

**MEMBERS PRESENT:** Chairman Wascher, Vice-Chair Livingston, Secretary Fear, Commissioners Jenkins, Law, Morris, Robertson, Taylor and Yerian

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Justin Sprague, CIB Planning, City Manager Nathan Henne

**APPROVAL OF AGENDA:**  
**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY SECRETARY FEAR TO APPROVE THE AGENDA FOR August 24, 2020.**

**YEAS ALL. MOTION CARRIED.**

**APPROVAL OF MINUTES:**  
**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY SECRETARY FEAR TO APPROVE THE MINUTES FOR THE July 27, 2020 MEETING.**

**YEAS ALL. MOTION CARRIED.**

**PUBLIC HEARINGS:** NONE

**OLD BUSINESS:** NONE

**NEW BUSINESS:**

**1. Discussion of animal ordinance regarding chickens**

The following commented:

- City Manager Nathan Henne explained the various communities that had responded and the comparison spreadsheet included in the packet
- Vice-Chair Livingston stated he is familiar with the chicken process. He would recommend 4 hens, no roosters, enclosure required, fenced yard required with additional restrictions as to permits/fees and setbacks

- Commissioner Morris asked if this was about chickens for egg laying purposes – yes. Has concerns regarding noise and agrees with restrictions
- Commissioner Robertson spoke of the negatives – smell, feces, hens make noise, enforcing vaccines otherwise leads to disease and agrees to a lot of restrictions
- Commissioner Taylor agrees with restrictions and concerns regarding the negative issues with chickens
- Secretary Fear stated she has had several constituents express a want for chickens being allowed in the city. She doesn't believe this would be widespread as there would be permits/fees involved.
- Justin Sprague, CIB Planning, stated the city of Fenton adopted the ordinance to allow chickens 7 years ago. Currently 12 permits had been issued, the annual fee is \$45 and inspections are required.
- Commissioner Robertson stated chickens are not currently allowed but people still have them in the city
- Secretary Fear stated nobody would be grandfathered in and would have to get a permit
- Commissioner Yerian stated he is against it and asked what the violation numbers are in other communities
- Commissioner Law stated the issues with the noise, mess and having a dog within his own fenced in yard and chickens next door would be an issue.
- Chairman Wascher stated he is against it
- Commissioner Jenkins asked about Fenton and a way to enforce vaccines and fences
- Justin Sprague, CIB Planning, stated an issue with code enforcement is that they can't always see what is in the backyard and they need a lawful reason to enter yards.
- Laura VanHyte, 524 Corunna Ave, she is in favor of allowing chickens. They are not smelly and don't get loose. A fenced yard is not required as a 9' X 18' coop is reasonably priced
- Tom Kurtz, 721 Lee St, has concerns and the city is not being able to keep up code enforcement, can't meet demands. At his previous residence, he was at least 50' from the neighbors coop and it still wasn't adequate. Raccoons and possums are attracted to chickens and can be destructive.
- Levi Perry, 720 Pine St, grew up with chickens and enjoys fresh eggs. The concerns could be overcome by standards and inspections
- Mark Draden, 1116 N Ball St, asked if property values went down in Fenton for homes next to chickens
- Laura VanHyte, 524 Corunna Ave, encourage the Planning Commission to look at the feedback on Facebook and proceed with this
- Justin Sprague, CIB Planning asked if city council was wanting this and looking for recommendations for an ordinance or to put an end to the discussion
- Commissioner Law stated to put it on the ballot
- City Manager Nathan Henne does not think it is legal to put on a ballot as it is a policy
- Commissioner Morris asked if code enforcement falls under the control of the Planning Commission – no. He is now on the fence and would need more discussions

- Secretary Fear would like more information. Poll other cities – how many allow chickens, how many permits are issued, how many complaints they have had

**MOTION BY COMMISSIONER TAYLOR SUPPORTED BY COMMISSIONER LAW THAT THIS NOT BE DISCUSSED FURTHER AND TO NOT MOVE FORWARD ON A CHICKEN ORDINANCE.**

**YEAS: COMMISSIONER LAW, ROBERTSON, TAYLOR, YERIAN AND CHAIRMAN WASCHER**

**NAYS: SECRETARY FEAR, COMMISSIONERS JENKINS, MORRIS AND VICE-CHAIR LIVINGSTON**

**RCV 5-4 MOTION CARRIED**

**OTHER BOARD BUSINESS: NONE**

**PUBLIC COMMENTS AND COMMUNICATIONS:**

Justin Sprague, CIB Planning, stated that he still needs the Planning Commissioner's comments on the Master Plan so he can present a clean draft at the September meeting.

**ADJOURNMENT**

**MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER ROBERTSON TO ADJOURN AT 7:44 P.M. UNTIL THE NEXT MEETING ON September 28, 2020.  
YEAS ALL, MOTION CARRIED.**

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Janae L. Fear, Secretary

**PARKS AND RECREATION COMMISSION  
REGULAR MEETING  
WEDNESDAY, AUGUST 26, 2020  
7:00 P.M.  
VIRTUAL MEETING VIA ZOOM**

**CANCELED DUE TO LACK OF QUORUM.**