

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, APRIL 06, 2020
7:30 P.M.**

Meeting to 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.

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 16, 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 four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

1. Project Status Report.

ITEMS OF BUSINESS

1. Affirm Emergency Declaration and Addendum. Consider affirmation of the local emergency declaration, and addendum, proclaimed by the Mayor on March 17, 2020, invoking PA 390 of 1976.
2. Emergency Suspension of Utility Bill Late Fees. Consider suspension of late fees assessed on utility bills until such time as the local state of emergency for COVID-19 is lifted.

3. Emergency Reconnection of Water Services. Consider authorizing the reconnection of water services to occupied residences where service has been turned off for non-payment until such time as the local state of emergency for COVID-19 is lifted.
4. Emergency Amendment to Sick Leave Policy. Consider temporarily amending the sick leave policy, effecting all City of Owosso employees, removing the requirement to use sick time if an employee self-quarantines for suspected COVID-19 or tests positive for COVID-19, until such time as the Governor's stay-at-home order for COVID-19 is lifted.
5. Emergency Order Affirmation - Administrative Site Plan Approval. Consider confirmation of the Mayor's emergency order to allow administrative approval of site plans that do not include rezoning, special use, or variance requests.
6. Emergency Amendment – Downtown Revolving Loan Fund Program Manual. Consider affirming the addition of Emergency Response Loans to the Downtown Revolving Loan Fund Program Manual as recommended by the DDA/Main Street Board.
7. Scheduling of Budget Meetings. Consider setting special meetings to discuss the 2020-21 Proposed Budget.

CONSENT AGENDA

1. Authorization of Application for Transportation Economic Development Funds. Approve resolution supporting the application to seek Transportation Economic Development Fund- Category F funds for the reconstruction of North Chipman Street from Main Street to Beehler Street and authorize the obligation of City funds for the project per the terms of the TED-F Program match requirement.
2. DDA/Main Street RLF Emergency Response Loans. Approve the loan of \$51,800.00 in emergency response funds to 11 businesses in the downtown to assist them in weathering the mandatory shut-down of non-essential businesses during the COVID-19 pandemic.
3. OMS/DDA RLF Loan Funding Approval – Azee Business Solutions. Approve the application from Azee Business Solutions, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$27,000.00 for interior and exterior renovations for their location at 215 N. Water Street, Suite 124B.
4. OMS/DDA RLF Grant Funding Approval – The Home Office Realty Investments, LLC. Approve the application from The Home Office Realty Investments, LLC requesting a grant from the OMS/DDA Revolving Loan Fund in the amount of \$1,500.00 for architectural services of the vacant upper-level residential unit at 113 S. Washington Street.
5. OMS/DDA RLF Loan Funding Approval – J. Harrison Property, LLC. Approve the application from J. Harrison Property, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$9,400.00 for interior build-out costs associated with a new business locating within the second-floor of 113 W. Exchange Street.
6. OMS/DDA RLF Loan Funding Approval – MA Hanna Corp. of Michigan. Approve the application from MA Hanna Corp. of Michigan requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$6,000.00 for exterior brick restoration costs associated with 220 W. Main Street.
7. OMS/DDA RLF Grant & Loan Funding Approval – Mowinski Properties, LLC. Approve the application from Mowinski Properties, LLC requesting a grant in the amount of \$31,000.00 and a loan in the amount of \$50,000.00 from the OMS/DDA Revolving Loan Fund for redevelopment of 4 upper-level residential units, fire suppression, and architectural services at 800 W. Main Street.

8. OMS/DDA RLF Loan Funding Approval – Kleeman Properties, LLC dba Owosso Cookie Company. Approve the application from Kleeman Properties, LLC dba Owosso Cookie Company requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$30,000.00 for interior build-out costs, signage, equipment purchases, and inventory costs associated with their business located at 101 N. Washington Street.
9. OMS/DDA RLF Loan Funding Approval – The Vintage Barrel, LLC. Approve the application from The Vintage Barrel, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$20,000.00 for interior build-out costs, signage, equipment purchases, and inventory costs associated with their business located at 109 N. Washington Street.
10. State Trunkline Maintenance Contract. Approve Contract No. 2019-0748 with the Michigan Department of Transportation governing the maintenance of state highways within the City limits, with an effective term of October 1, 2014 to September 30, 2019 and authorize the Director of Public Services to sign said contract.
11. Contract Amendment – 2020 Street Program Engineering Services Contract. Approve Amendment No. 2 to the 2020 Street Program Engineering Services Contract with OHM Advisors, adding \$178,110.00 for engineering design and water main construction administrative services for the 2021 DWRP Project Plan, and authorize payment to the engineer up to the contract amount, including Amendment Nos. 1 & 2.
12. Emergency Repair Authorization – Sanitary Sewer. Authorize payment to Champagne & Marx Excavating, Inc. for emergency repair of the sanitary sewer line along Center Street in the amount of \$20,608.74.
13. Bid Rejection – Retaining Wall Project. Reject the bid received for the 2020 Retaining Wall Project as the response was not within budget parameters and the bidder did not meet minimum qualifications.
14. Purchase Authorization – Network Switches. Authorize the purchase of one Cisco Catalyst 9400 network switch and two Cisco Catalyst 9200L network switches in the amount of \$49,226.18, and further authorize payment to the vendor upon satisfactory implementation of the equipment.
15. Purchase Authorization – Aclara Customer Portal. Authorize purchase of the Aclara ACE Customer Portal System in the amount of \$80,000.00 to facilitate 24/7 customer access to current water billing information, and further authorize payment to the vendor upon satisfactory implementation of the program.
16. Warrant No. 583. Authorize Warrant No. 583 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund payment-1/1/20-3/31/20	Water	\$32,619.65
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement payment-1/1/20-3/31/20	Water	\$14,042.14

COMMUNICATIONS

1. Cheryl A. Grice, Finance Director. Revenue & Expenditure Report – February 2020.
2. Historical Commission. Minutes of February 10, 2020.
3. Planning Commission. Minutes of February 24, 2020.
4. Waste Water Treatment Plant Review Board. Minutes of February 25, 2020.
5. DDA/Main Street Board. Minutes of March 4, 2020.
6. Historical Commission. Minutes of March 9, 2020.
7. DDA/Main Street Board. Minutes of March 16, 2020.
8. DDA/Main Street Board. Minutes of April 1, 2020.

NEXT MEETING

Monday, April 20, 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
Planning Commission – term expires June 30, 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. The City of Owosso Website address is www.ci.owosso.mi.us.

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

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: JOSHUA D. ADAMS
DDA/MAIN STREET DIRECTOR

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 Mayor Pro-Tem Osika to approve the agenda with the following change to Consent 2:

2. First Reading and Set Public Hearing – Rezoning 425 and 429 Hamblin Street. Conducted first reading and set a public hearing for Monday, ~~April 6, 2020~~ **April 20, 2020** to receive citizen comment regarding the request to rezone the properties at 425 and 429 Hamblin from R-2, Two Family Residential, to I-1, Light Industrial.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MARCH 2, 2020

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of March 2, 2020 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Mike Cline, 204 Stratford Drive, complained about the code violations existing at 1401 W. Main Street and was flabbergasted that City staff had told him nothing was going to be done about the property because the City is currently involved in litigation with the property owner. He asked whether Books & Beans would be repaying the loan they recently received from the City after he had read on Facebook that the

business may not be able to weather the Corona Virus storm. He also asked if a building permit had been issued for the former O-town Café saying there is lots of work being done at the location.

Eddie Urban, 601 Glenwood Avenue, said he feels bad about the situation with the Corona Virus. He said that he hopes people will pay attention and follow instructions to stay away from other people.

In response to Mr. Cline, DDA/Main Street Director Josh Adams indicated that he is aware of a business that is planning to move in to the former O-town Café site, but is not aware of any construction taking place. He said he will have the Building Department take a look into the situation.

CONSENT AGENDA

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

Change Order – 2020 Sidewalk Replacement Program Contract. Waive competitive bidding requirements, approve Change Order No. 2 to the 2018 Sidewalk Replacement Program Contract with Seifert Construction LLC adding \$100,000.00 for performance of the 2020 Sidewalk Replacement Program at unit prices at same level as 2019 prices, further approve a contingency of \$20,000.00, and authorize payment up to \$120,000.00 to the contractor upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 39-2020

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH SEIFERT CONSTRUCTION, LLC OF ASHLEY, MICHIGAN FOR THE 2020 SIDEWALK RESTORATION PROGRAM

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged and that replacement is advisable, necessary and in the public interest; and

WHEREAS, the city of Owosso desires to extend the restoration services contract with Seifert Construction, LLC for the 2020 Sidewalk Replacement Program, at the 2019 city council approved unit prices, in an amount not to exceed \$100,000.00; and

WHEREAS, Seifert Construction, LLC is hereby determined to be qualified to provide such services, and has performed the same type services for the city of Owosso from 2008 through 2019.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Seifert Construction, LLC for replacement of sections of damaged or misaligned sidewalk as part of the 2020 Sidewalk Replacement Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with Seifert Construction, LLC in the amount of \$100,000.00, plus additional restoration and replacement services required as contingency during the calendar year in the amount of \$20,000.00, for a total of \$120,000.00.
- THIRD: The accounts payable department is authorized to pay Seifert Construction, LLC for work satisfactorily completed on the project up to the initial contract amount of \$100,000.00 plus contingency in the amount of \$20,000.00 for a total of \$120,000.00.

FOURTH: The above expenses shall be paid from the Major and Local Street Maintenance Funds accounts 203-463-818-000 and 202-463-818-000.

First Reading and Set Public Hearing – Rezoning 425 and 429 Hamblin Street. Conduct first reading and set a public hearing for Monday, April 20, 2020 to receive citizen comment regarding the request to rezone the properties at 425 and 429 Hamblin from R-2, Two Family Residential, to I-1, Light Industrial as follows:

RESOLUTION NO. 40-2020
SETTING A PUBLIC HEARING TO
AMEND CHAPTER 38 ZONING OF THE CODE OF ORDINANCES
TO REZONE A PARCEL OF REAL PROPERTY
AT 425 HAMBLIN STREET AND 429 HAMBLIN STREET
AND AMEND THE ZONING MAP

Whereas, the city of Owosso received a petition from a land owner of real property identified as 425 Hamblin Street, parcel 050-430-000-002-00, N 45' OF S 136' LOT 13 (EX E 59 1/2') LOUISA MERRILL'S ADD to rezone the parcel from R-2 Two Family Residential District to I-1 Light Industrial District; and

Whereas, the city of Owosso received a petition from a land owner of real property identified as 429 Hamblin Street, parcel 050-430-000-003-00, LOT 13 (EX S 136' & E 59 1/2') LOUISA MERRILL'S ADD to rezone the parcel from R-2 Two Family Residential District to I-1 Light Industrial District; and

Whereas, the planning commission published the request, 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, denial of the request to rezone the parcel 050-430-000-002-00, 425 Hamblin Street from R-2 Two Family Residential District to I-1 Light Industrial District; and

Whereas, the city staff and planning commission recommend, without reservations or conditions, denial of the request to rezone the parcel 050-430-000-003-00, 429 Hamblin Street from R-2 Two Family Residential District to I-1 Light Industrial District; and

Whereas, the item must now be considered by 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 Chapter 38, Zoning, of the Code of the City of Owosso be amended as follows:

SECTION 1. That Chapter 38, Zoning Code of the City of Owosso Sec. 38-27, *Zoning Districts and Map*, reflect the following change to be noted on the official map and filed with the city clerk:

Indicate a zoning classification of I-1 Light Industrial District for 425 Hamblin Street, parcel 050-430-000-002-00.

Indicate a zoning classification of I-1 Light Industrial District for 429 Hamblin Street, parcel 050-430-003-00.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, April 20, 2020 at or about 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.

Check Register – February 2020.* Affirm check disbursements totaling \$1,001,541.85 for February 2020.

Motion supported by Councilmember Pidek.

Roll Call Vote.

AYES:

NAYS:

ITEMS OF BUSINESS

Recreation Passport Grant Application

City Manager Henne explained that the application before Council this evening is an application for the same project that was submitted last year. While the project was not funded it scored quite well and staff feels that with a couple of adjustments the application may be a winner.

Motion by Councilmember Pidek to approve the application for a Recreation Passport Grant seeking funding for the rehabilitation of the parking lot and former pool house in Grove Holman Park as detailed below:

RESOLUTION NO. 41-2020

SEEKING A RECREATION PASSPORT GRANT THROUGH MICHIGAN DEPARTMENT OF NATURAL RESOURCES

WHEREAS, Grove Homan Park is noted as a destination point within the city of Owosso that has been revitalized with the construction of a new skate park; and

WHEREAS, the current building in the park is no longer functioning, and regular maintenance cannot effectively address the reactivation of the structure; and

WHEREAS, the city of Owosso and its partners intend to rehabilitate the park's parking-lot, driveway, and existing building, using it for public restrooms, concessions, and a warming station for activities involving the skate park and winter sledding hill; and

WHEREAS, the city of Owosso and the Parks and Recreation Commission are publicly and financially committed to carrying out the improvements to the building and parking areas in Grove Holman Park; and

WHEREAS, the State of Michigan Department of Natural Resources is accepting Recreation Passport Grant applications for up to \$150,000 towards new or rehabilitated facilities for the purpose of "providing public outdoor recreation opportunities and infrastructure to support public outdoor recreation activity";

NOW, THEREFORE, BE IT RESOLVED that the city of Owosso city council commits to funding the capital rehabilitation funding proposal below and further directs staff to complete and submit an application for the Recreation Passport Grant Program through the Michigan Department of Natural Resources (MDNR).

Grove Holman Park Renovation	
Contributor	Contribution
Parks and Recreation Millage	\$50,000
Total Local Match	\$50,000
Grant Request	\$150,000
Total Grant Project	\$200,000

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

METRO Act Application – Verizon Wireless – 825 W Main Street

City Manager Henne explained that staff recommends denial of the application based on the fact that the application was made under the wrong law. The METRO Act does not apply to wireless communications. He said he will encourage Verizon to re-apply under the proper law.

Motion by Councilmember Pidek to deny the right-of-way telecommunications permit application under PA 48 of 2000 from Cellco Partnership, DBA Verizon Wireless at 825 W Main Street for a 43 foot small cell wireless communications pole and attachments as follows:

RESOLUTION NO. 42-2020

**A RESOLUTION DENYING A METRO ACT PERMIT
TO CELCO PARTNERSHIP DBA VERIZON WIRELESS FOR
INSTALLATION OF TELECOMMUNICATION FACILITIES IN THE CITY'S RIGHT-OF-WAY**

Whereas, the city of Owosso on March 6, 2020 received a METRO Act permit application from Cellco Partnership DBA Verizon Wireless whose address is One Verizon Way, Mailstop 4aW100, Basking Ridge, NJ 07920; and

Whereas, as provided for under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended, Cellco Partnership DBA Verizon Wireless is seeking a Bilateral METRO Act Permit to place wireless telecommunication facilities in the city's right-of-way, recorded as address 825 W. Main Street, and in accordance with plans as submitted;

NOW THEREFORE BE IT RESOLVED that:

FIRST: The city of Owosso hereby DENIES a Bilateral METRO Act Permit to Cellco Partnership DBA Verizon Wireless as PA 48 of 2002 does not cover wireless communication infrastructure.

SECOND: The City Manager is authorized to draft an agreement between Cellco Partnership DBA Verizon Wireless and the City under PA 365 of 2018 (The Small Wireless

Communications Facilities Deployment Act.

THIRD: Said PA 365 Agreement will be subject to approval by City Council at a regular meeting.

FOURTH: The denial of this METRO Act permit hereby satisfies the 45 day response requirement under the PA 48 of 2002.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

March 30 City Council Meeting Agenda

The March 30th Council meeting was cancelled earlier in the day via Mayoral order.

COMMUNICATIONS

Westtown Merchant Association. Request to move planters.
Shiawassee Arts Center. Request for support of grant application.
N. Bradley Hissong, Building Official. February 2020 Building Department Report.
N. Bradley Hissong, Building Official. February 2020 Code Violations Report.
N. Bradley Hissong, Building Official. February 2020 Inspection Report.
N. Bradley Hissong, Building Official. February 2020 Certificates Issued Report.
Kevin D. Lenkart, Public Safety Director. February 2020 Police Report.
Kevin D. Lenkart, Public Safety Director. February 2020 Fire Report.
Historical Commission. Minutes of February 10, 2020.
Planning Commission. Minutes of February 24, 2020.
WWTP Review Board. Minutes of February 25, 2020.

CITIZEN COMMENTS AND QUESTIONS

There were no citizens wishing to comment.

Councilmember Bailey thanked the City for working with other local jurisdictions to provide clarity for citizens.

Councilmember Fear indicated that Owosso Public Schools will be holding a food distribution program during the COVID-19 threat similar to the program they run in the summer months to feed kids that would normally get their meals at school. Distribution sites will be the YMCA and Shiawassee Hope. She also noted that the MML, along with the governor and the legislature, are working to address issues related to the Open Meetings Act in light of the restrictions on gathering more than 50 people.

NEXT MEETING

Monday, April 6, 2020 – Regular meeting

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 7:47 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: March 31, 2020
TO: City Council
FROM: City Manager
SUBJECT: Affirm Local State of Emergency

RECOMMENDATION:

Affirm the Mayor's March 17, 2020 local emergency declaration for COVID-19 invoking PA 390 of 1976.

BACKGROUND:

On March 17, 2020 Mayor Chris Eveleth declared a local state of emergency in response to COVID-19. Also on March 17, 2020 Shiawassee County declared a county-wide state of emergency for COVID-19. On March 10th, Governor Whitmer issued Executive Order 2020-04 declaring a State-wide state of emergency.

The local state of emergency gives additional powers to the city manager in order to effectively respond to the emergency.

FISCAL IMPACTS:

Unclear. Some services that involve a risk of unnecessary exposure to employees and the public will be scaled back, and city hall will be operating remotely wherever possible.

RESOLUTION NO.

**RESOLUTION AFFIRMING LOCAL DECLARATION OF EMERGENCY FOR COVID-19
(CORONAVIRUS)**

WHEREAS, Mayor Christopher T. Eveleth declared a local state of emergency in response to COVID-19 on March 17, 2020 under PA 390 of 1976; and

WHEREAS, PA 390 requires the governing body to affirm any declaration of emergency in a timely manner.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to affirm Mayor Eveleth's declaration of emergency dated March 17, 2020.



CHRISTOPHER T. EVELETH

MAYOR

Christopher.Eveleth@ci.owosso.mi.us

(989)725-0595

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

Declaration of a State of Emergency

In the interest of protecting Owosso's most vulnerable population from the rapid transmission of the Novel Corona Virus, the office of Mayor, under the authority of the Owosso City Charter, and Section 10 of Public Act 390, as amended, hereby declares that a state of emergency now exists. This state of emergency will now put in place the following measures:

- All in-person city in-person meetings are henceforth canceled during the state of Emergency. In the interest of the continuance of city business, the Mayor may grant special permission for a meeting to be held.
- The Owosso City Manager's office is hereby granted discretionary authority to close Owosso City Hall, and place on leave all non-essential, non-emergency personnel. The City Manager shall also exercise sole discretion for which employees will be designated as non-essential.
- Kevin Lenkart, Owosso Public Safety Director, will serve as emergency liaison for emergency management in the City of Owosso.

The Mayor reserves the right to make changes to the stipulations presented herein. At this time, all citizens and local businesses are strongly encouraged to follow established CDC and WHO guidelines as well as those from the Shiawassee Health Department.

This state of emergency does not affect private entities or other public entities not under the governing authority of the City of Owosso. The office of Mayor recognizes that during this unprecedented time, local commerce will remain a crucial element to the survival of Owosso, and the community is encouraged now (and in times of non-crisis) to support the local economy.

Christopher T. Eveleth, Mayor



CHRISTOPHER EVELETH

MAYOR

christopher.eveleth@ci.owosso.mi.us

(989) 725-0595

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

Declaration of State of Emergency – **Addendum**

The local state of emergency, issued March 17, 2020, is hereby amended to include the following measures:

- The City Manager shall have the authority to approve site plans during the course of the emergency.
- The Mayor shall have the authority to sign for purchases over \$10,000.00 during the course of the emergency.

The Mayor reserves the right to make changes to the stipulations presented herein. At this time, all citizens and local businesses are strongly encouraged to follow established CDC and WHO guidelines as well as those from the Shiawassee Health Department.

This state of emergency does not affect private entities or other public entities not under the governing authority of the City of Owosso. The office of Mayor recognizes that during this unprecedented time, local commerce will remain a crucial element to the survival of Owosso, and the community is encouraged now (and in times of non-crisis) to support the local economy.

Christopher T. Eveleth, Mayor



MEMORANDUM

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

DATE: March 30, 2020
TO: City Council
FROM: City Manager
SUBJECT: Suspend Utility Bill Late Fees

RECOMMENDATION:

Suspend water and sewer bill late fees until such time as the local state of emergency for COVID-19 is lifted.

BACKGROUND:

On March 17, 2020 Mayor Chris Eveleth declared a local state of emergency in response to COVID-19. In light of the fact that the CDC recommends good hygiene, sanitation, and hand washing as primary ways to prevent the spread of COVID-19, the City has explored ways to ease the burden on those who have late fees attached to past-due utility bills.

FISCAL IMPACTS:

Will reduce revenue collected from late fees on utility bills during the COVID-19 state of emergency. This revenue will not be clawed back after the emergency is over.

RESOLUTION NO.

**RESOLUTION AUTHORIZING SUSPENSION OF UTILITY BILL LATE FEES DURING
THE COVID-19 EMERGENCY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is operating under a local emergency declared as a result of COVID-19; and

WHEREAS, the Governor of the State of Michigan has issued Executive Order 2020-28, mandating that occupied residences where water has been turned off shall be turned back on; and

WHEREAS, the U.S. Centers for Disease Control and Prevention encourages hand washing as prevention against contracting COVID-19; and

WHEREAS, the suspension of late fees for water and sewer bills will help ease the economic strain caused by COVID-19 lockdowns.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize City Staff to suspend the assessment of late fees on past-due water and sewer bills.

SECOND: This resolution shall remain in effect as long as a state of emergency exists in the City due to COVID-19.



MEMORANDUM

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

DATE: March 26, 2020
TO: City Council
FROM: City Manager
SUBJECT: Suspend Water Shut Offs

RECOMMENDATION:

Suspend water shut offs and turn water service back on for appropriate cases until the local emergency declaration is lifted.

BACKGROUND:

On March 17, 2020 Mayor Chris Eveleth declared a local state of emergency in response to COVID-19. On March 28th, Governor Whitmer issued Executive Order 2020-28 mandating that all water connections to occupied residences be reconnected by April 12, 2020. Other cities have publicly announced that water shut offs should be suspended – and in some cases reversed – in order to assist with heightened personal hygiene recommendations to combat COVID-19 transmission. Charges for new meters and water usage will continue to accrue during this time. Any meters found to have been tampered with during the emergency will be enforced upon when the emergency is lifted.

FISCAL IMPACTS:

May reduce utility revenue in the short term but eventually we will collect for all metered water used during the COVID-19 emergency.

RESOLUTION NO.

RESOLUTION AUTHORIZING RECONNECTION AND REACTIVATION OF WATER SERVICE TO OCCUPIED RESIDENCES WHERE SERVICE HAS BEEN SHUT OFF

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is operating under a local emergency declared as a result of COVID-19; and

WHEREAS, the Governor of the State of Michigan has issued Executive Order 2020-28, mandating that occupied residences where water service has been turned off shall be turned back on; and

WHEREAS, the U.S. Centers for Disease Control and Prevention encourages hand washing as prevention against contracting COVID-19; and

WHEREAS, the City of Owosso has been proactively working since before Order 2020-28 to reconnect occupied households where water has been turned off.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize City Staff to reinstate water service to those occupied residences that have had their water turned off.

SECOND: This resolution shall be in effect as long as a state of emergency exists in the City due to COVID-19.



MEMORANDUM

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

DATE: March 31, 2020
TO: City Council
FROM: City Manager
SUBJECT: Temporary Amendment to Sick Leave Policy

RECOMMENDATION:

Temporarily amend the city's sick leave policy during the COVID-19 stay-at-home order and social distancing rules to accommodate employees who need to self-quarantine due to suspected or actual COVID-19 infections.

BACKGROUND:

On March 17, 2020 Mayor Chris Eveleth declared a local state of emergency in response to COVID-19. Also on March 17, 2020 Shiawassee County declared a county-wide state of emergency for COVID-19. On March 10th, Governor Whitmer issued Executive Order 2020-04 declaring a State-wide state of emergency.

The local state of emergency gives additional powers to the city manager in order to effectively respond to the emergency. Department heads and I have already created a continuity of operations plan effectively limiting exposure to residents and employees. Employees who can work from home are doing so thanks to the quick work of the HR/IT department. Public Safety employees are on alternating shifts to minimize contact with each other. The WWTP and WTP employees have also adjusted shifts to accommodate social distancing rules.

However, to encourage employees to stay home if they are feeling sick, we must temporarily amend the sick leave policy so that they are not using sick time during self-quarantining or an actual sickness event. Administratively, I have already approved this plan and we have been operating with it for almost 2 weeks. So far, two employees have stayed at home pending COVID-19 tests. Both came back negative and they are back to work.

FISCAL IMPACTS:

Depends on whether or not employees subject to self-quarantines have sick time and/or vacation time built up that they would otherwise have to use during a normal year. This year is not normal. Fiscal impacts are unclear at this point but we are essentially paying employees and not requiring them to use sick time if they fall ill with COVID-19 or have to self-quarantine awaiting test results. Many other cities are doing the same thing.

RESOLUTION NO.

**RESOLUTION TEMPORARILY AMENDING
THE SICK LEAVE POLICY FOR EMPLOYEES DUE TO COVID-19**

WHEREAS, Mayor Christopher T. Eveleth declared a local state of emergency in response to COVID-19 on March 17, 2020 under PA 390 of 1976; and

WHEREAS, Governor Whitmer issues Executive Order 2020-21 which ordered non-essential employees to stay at home; and

WHEREAS, the City of Owosso has very few non-essential employees who need to continue working – remotely or otherwise; and

WHEREAS, front-line DPW, Police, and Fire/EMS employees are still required to carry out their duties amongst the public – albeit with appropriate restrictions; and

WHEREAS, the continued efforts of essential city employees puts them at a higher risk of sickness than if they were able to stay at home.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to temporarily amend the city's sick leave policy to not require employees to utilize their accrued sick and vacation time should they contract COVID-19 or have to self-isolate due to suspected COVID-19 pending a test for same.

SECOND: That this resolution remains in effect for as long as the Governor's stay-at-home order is valid.



MEMORANDUM

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

DATE: March 26, 2020
TO: City Council
FROM: City Manager
SUBJECT: Administrative Site Plan Approval Authorization

RECOMMENDATION:

Authorize City Manager to approve site plans administratively until the local state of emergency order has been lifted. This will not include rezoning, special use, or variance requests.

BACKGROUND:

Mayor Chris Eveleth declared a local state of emergency in response to COVID-19. The State of Michigan has declared a state of emergency in response to COVID-19. The Governor also enacted Executive Order 2020-20 that closes non-essential businesses and limits public and private gatherings. Holding council meetings is possible now that the Governor authorized telecommunicating for such meetings. However, the City is limiting these meetings to regular City Council meetings only. Since the Planning Commission will not be meeting, site plan approvals are in limbo.

FISCAL IMPACTS:

None

RESOLUTION NO.

**RESOLUTION AUTHORIZING ADMINISTRATIVE APPROVAL OF SITE PLANS
DURING DECLARED COVID-19 EMERGENCY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is operating under a local emergency declared as a result of COVID-19; and

WHEREAS, the Governor of the State of Michigan has issued Executive Order 2020-4, 2020-20; and

WHEREAS, the U.S. Centers for Disease Control and Prevention discourages gatherings of 10 or more individuals; and

WHEREAS, the City of Owosso provides essential services identified in Executive Order 2020-20; and

WHEREAS, approval of site plans is impossible without the ability to hold a Planning Commission meeting; and

WHEREAS, the City's declaration of emergency limits public meetings to regular City Council meetings.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize the City Manager to approve site plans administratively until the local emergency declaration for COVID-19 is lifted.



MEMORANDUM

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

DATE: March 30, 2020
TO: Owosso City Council
FROM: Josh Adams; Executive Director, Owosso Main Street/DDA
SUBJECT: **OMS/DDA Revolving Loan Fund – Emergency Response Loans**

RECOMMENDATION:

Approval of the OMS/DDA Loan & Grant Manual changes to include Emergency Response Loans

BACKGROUND:

On Monday, March 16, 2020 during a Special Board Meeting, the Owosso Main Street/DDA (OMS/DDA) Board of Directors voted to update the Revolving Loan Fund Manual to include Emergency Response Loans.

The creation of the Emergency Response Loan is in response to:

- The COVID-19 Pandemic
- County & State-wide “social distancing” and “community separation” guidelines related to the pandemic.
- State-mandated shutdown of all non-essential businesses.

As a result, many businesses have seen a dramatic loss of sales and have had to shutdown. OMS/DDA's creation of these emergency loans will temporarily lift some of the financial burden from the businesses within the City as they try to navigate these uncertain times.

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan Fund.

RESOLUTION NO.

**RESOLUTION AUTHORIZING
THE APPROVAL OF OMS/DDA REVOLVING LOAN FUND MANUAL REVISION
ADDING EMERGENCY RESPONSE LOANS**

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 March 16, 2020 the OMS/DDA Board approved the addition of Emergency Response Loans to the RLF Manual. These loans were created in response to:

- The COVID-19 Pandemic
- County & State-wide “social distancing” and “community separation” guidelines related to the COVID-19 pandemic;
- The State-mandated shut-down of all non-essential businesses.

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 revisions to the OMS/DDA Loan & Grant Manual to include Emergency Response Loans as presented.

MANUAL AND PROCESS DESCRIPTION

This manual and process version will be applicable from July 1, 2019 through June 30, 2020

INTRODUCTION

This program is available to B1 – B4 zoned for-profit businesses, landowners, and corporations within the city limits.

OMS/DDA administers the program as authorized by the city council.

The program is administered on a year-by-year basis.

The Economic Vitality (EV) Committee of OMS/DDA leads the program and is responsible to recommend updates to the program on a fiscal year basis.

The fiscal year is from July 1st of the current year through June 30th of the subsequent year.

If applicable, the EV committee will present recommendations for updates to the OMS/DDA Board each year at the March OMS/DDA Board meeting.

The OMS/DDA Board will approve or reject the recommended changes at the April Board meeting.

With or without changes, this Program Process and Manual will be approved by the OMS/DDA Board and made available for use by July 1st of each year.

All loans will be made at 3% fixed rate per year.

Loan length will be ten years or less.

Loan maximums are up to \$50,000 per project.

Grant maximums are up to \$50,000 per project.

Loans and/or grants may be made on the same project.

Loans are paid prior to project start; grants are paid upon project completion.

Repayment of loans will begin upon project completion.

ELIGIBLE PROJECT TYPES

1. Building access improvements including elevators – loans or grants
2. Preservation of historic buildings
3. Upper story housing development
4. Retail space build outs and upgrading
5. Acquisition and improvement of blighted properties
6. Signage purchase or restoration
7. Environmental studies
8. Small Business start-up costs (working capital only): {Examples of eligible working capital include: purchase of a point of sale system, marketing expenses, or inventory of retail goods.}
9. Match on Main approved projects
10. [Emergency Response Implementation](#)

INELIGIBLE PROJECT TYPES

1. Re-financing of debt owed to private sector entities such as banks, credit unions, etc.
2. Projects or part of projects unrelated to the scope described in the program application
3. Employee wages or benefits, rent, mortgage payments, utilities, machine leases, vehicle leases, taxes and insurance, professional fees, credit card processing fees and other soft costs.
4. Payment of taxes, utilities, or other similar obligations

APPLICATION PROCESS STEPS

1. Obtain the application form from the OMS/DDA website (downtownowosso.org) and complete it
2. If there are questions about completing the form, contact the OMS/DDA office at 989-494-3344
3. Submit by email the application form to: downtownowosso@gmail.com
4. The EV committee of the OMS/DDA Board will review at their next meeting and advise applicant whether your application was accepted for further consideration.
5. If your application was not accepted, you will be provided with the rationale for the decision and if applicable, things to do to make the application acceptable to move forward
6. If your application was for a grant, approval determination is by the OMS/DDA Board
7. If your application was for a loan, preliminary approval determination is by the OMS/DDA Board
8. Upon preliminary approval by the OMS/DDA Board, the application is sent to the loan committee
9. Upon review, the loan committee will request additional information as they deem necessary
10. If approved by the OMS/DDA Board for grants, and the loan committee for loans, a project plan with timing will be submitted to OMS/DDA
 - A. all projects must be completed in two years or less
 - B. the OMS/DDA EV committee will monitor project progress
 - C. if projects are not completed in two years, loans payment will begin regardless

CRITERIA FOR ELIGIBLE PROJECT TYPES

1. Building Access Projects

- A. The building must be multi-story and have 4,000 or more square feet per floor
- B. For shared elevator projects, adjoining building floor size can be included to achieve 4,000 square feet if necessary
- C. Projects may include barrier free lavatories, aisle and doorway widening, and ramps
- D. Architectural services for building access are eligible for a grant of up to \$5,000
- E. Elevators for building access are eligible for a grant of up to \$25,000

2. Preservation of Historic Buildings

- A. If applicable, the project plan must be approved by the Historic District Commission prior to submission to the loan committee

3. Upper Story Housing Development

- A. The upper story must have 800 square feet or more; “micro loft” projects will be considered
- B. Air conditioning and cable wiring in each room except bathrooms must be included
- C. Fire suppression must be included, and the fire suppression plan must be approved by the city building inspector prior submission to the loan committee
- D. Fire suppression is eligible for a grant of up to \$25,000 for projects with two or more upper floor residential units
- E. Architectural services are eligible for a grant of up to \$1,500 for each residential unit, with a maximum grant of \$12,000 per project
- F. Elevators for upper story housing development are eligible for a grant of up to \$25,000

4. Retail Space Build Outs and Upgrading

- A. Projects may include mechanical and electrical systems, roof work, partitions, windows, doors, painting, and sign repair
- B. Architectural services are eligible for a grant of up to \$3,000 per project

5. Acquisition and Improvement of Blighted Properties

- A. A description of the plans for the property must be included with the application form
- B. If preliminarily approved by OMS/DDA, a detailed plan with timing must be submitted to OMS/DDA for further review prior to submission of the application to the loan committee

6. Signage Purchase or Restoration

- A. Building must be 50 years or older
- B. If in the historic district, the plan must be approved by the Historic District Commission prior to submission to the loan committee

7. Environment Studies

- A. The building or site must have a brownfield plan
- B. The building or site must be contaminated or suspected of being contaminated
- C. Phase I and Phase II studies are eligible

8. Emergency Response Implementation

Business & Property Owner Aid:

- A. These funds will be issued in temporary, 6-month durations Initiated by local, state, and/or national emergencies (natural or economical) - beyond the control of local business & property owners
- B. Eligible loan purposes include rent, utilities, payroll, and site restoration
- C. Loan amounts allowed up to \$5,000.00. **Applications greater than \$5,000.00 can be reviewed.**
- D. Loans can be awarded to meet the emergency need of up to 3 months of eligible expenses
- E. Loan interest will be 0% if paid back within 12-months of award. Interest of 3% will start accumulating **after** the twelfth month.

Pre-existing Revolving Loans:

- F. Existing RLF loan payments maybe deferred up to 6-months

CONCLUSIONS, QUESTIONS, AND CONTINUOUS IMPROVEMENT

The Owosso Main Street Board of Directors will determine committee members.

The committee consists of a city council representative, business owners, property owners, representatives from traditional lending institutions, and Owosso Main Street volunteers.

The loan committee will make approval decisions based on criteria established by the committee as applicable to the project description.

If the loan committee does not grant project approval, it will submit rationale to OMS/DDA.

OMS/DDA may then approve the project and is empowered to work with the applicant to determine and apply and necessary conditions and/or documents to assure project success.

Questions on the program manual, process, or any other aspect of the program may be directed to the OMS/DDA office at 989-494-3344 or downtownowosso@gmail.com.

Each year, lead by the OMS/DDA EV committee, the OMS/DDA Board will update and republish the manual and process based on continuous improvement input and recommendations.



MEMORANDUM

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

DATE: March 27, 2020

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Application for Transportation Economic Development Fund, Category F, for the reconstruction of North Chipman Street from M-21 to Beehler Street.

RECOMMENDATION:

Approval of application to MDOT for proposed road improvements along N. Chipman Street, from M-21 (Main Street) northerly to Beehler Street, as the first step in seeking MDOT Transportation Economic Development Fund, Category F, for the project.

BACKGROUND:

The Michigan Department of Transportation has announced a call for projects for its FY2022 Transportation Economic Development Fund, Category F Grant Program. The program is available to communities such as Owosso for proposed roadway improvement projects that will provide system continuity with secondary all-season commercial routes on federal-aid eligible roads. MDOT evaluates, ranks, and selects appropriate projects from the applications it receives. Therefore, City staff proposes to enter an application, specifically to reconstruct North Chipman Street from M-21 (Main Street) northerly to Beehler Street. Work scope includes pavement reconstruction (replacement) along with new curb and gutter, storm sewer, intersection improvements, sidewalk repair, permanent pavement markings and signing; altogether with related work. This work will improve traffic flow and safety for vehicular traffic and provide system continuity for the city's secondary all-season commercial truck route system.

FISCAL IMPACTS:

The total estimated cost for this project is \$515,858.00; of which Transportation Economic Development Fund, Category F, if approved by MDOT, will pay \$375,000.00. The City's share will be \$140,858.00 funded from its Major Streets Fund and other funds as appropriated. The City will be responsible for providing full design engineering and construction administration services for the project. Approval of the attached resolution will indicate Council's support for the project and the funding required of the City. MDOT requires the submission of such a resolution prior to consideration of any application for funds.

If MDOT does not approve the project and/or the necessary Transportation Economic Development Funds - Category F, the proposed project will then be delayed until sufficient funds are made available.

Attachments: (1) Resolution - N. Chipman Street, Main to Beehler
(2) Map - N. Chipman Street, Main to Beehler

RESOLUTION NO.

**AUTHORIZING APPLICATION FOR
TRANSPORTATION ECONOMIC DEVELOPMENT FUNDS, CATEGORY F FOR
NORTH CHIPMAN STREET FROM M-21 (MAIN STREET) TO BEEHLER STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Service Department recommends the reconstruction of North Chipman Street from M-21 (Main Street) northerly to Beehler Street; and

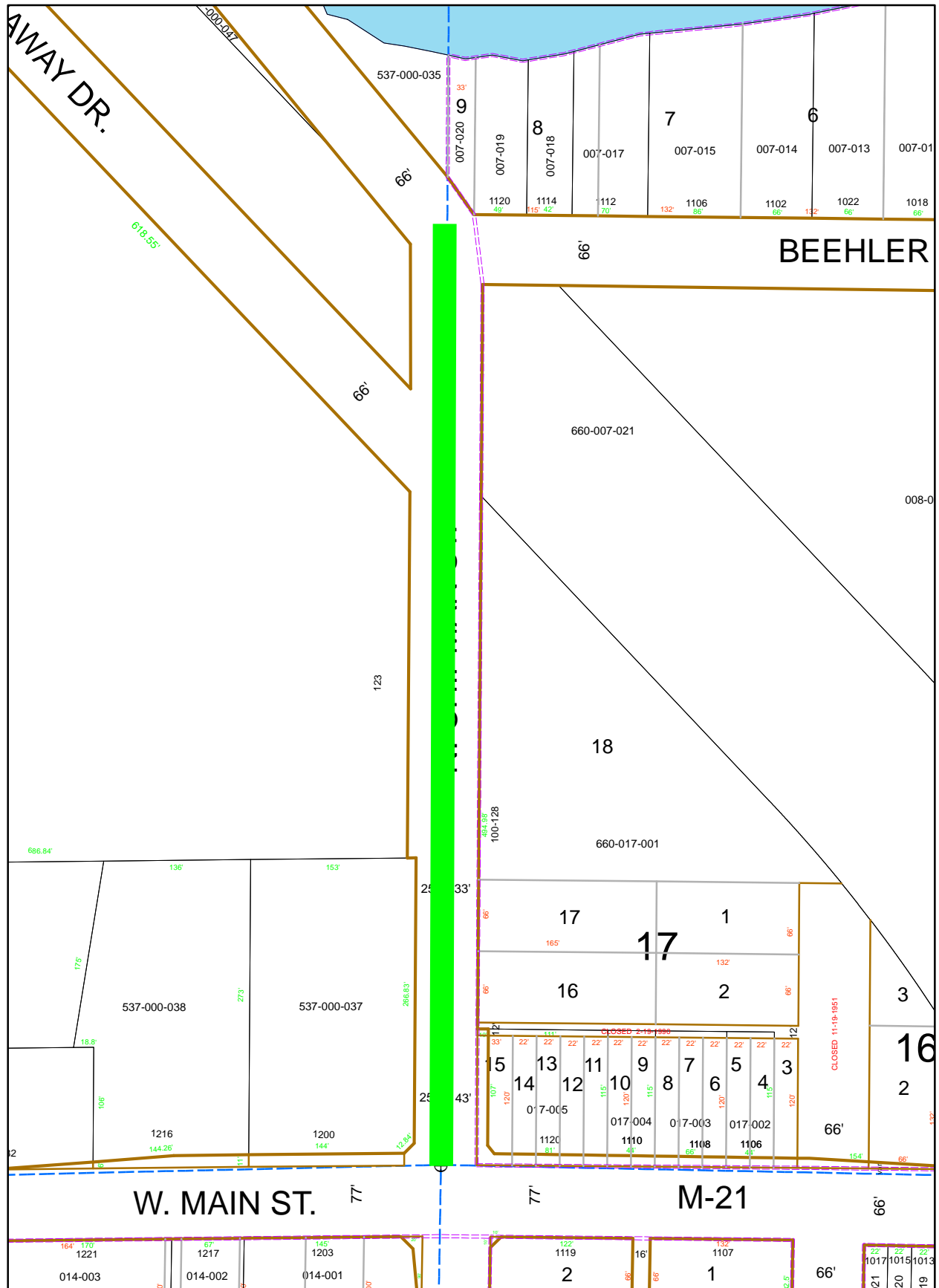
WHEREAS, the Michigan Department of Transportation offers its portion of state funds known as Transportation Economic Development Funds - Category F - fiscal year 2022, for this work; and

WHEREAS, roadway improvements that are eligible for these funds must be located on the federal-aid highway system and within the federal urban area boundary, such as North Chipman Street in the City of Owosso; and

WHEREAS, the City of Owosso proposes to secure Transportation Economic Development Funds, Category F, for the purpose of obtaining a maximum of 80 percent (80%) MDOT Grant (capped at \$375,000.00) toward construction costs, with balance of projected costs as match being funded from the City's Major Street Funds, or other funds as obligated; as outlined in its application.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to proceed with the proposed roadway improvements.
- SECOND: The City of Owosso is actively seeking Transportation Economic Development Funds, Category F, to partially fund the reconstruction of North Chipman Street from M-21 (Main Street) northerly to Beehler Street and is willing to participate in this program.
- THIRD: That the proper city officials are authorized to sign the application documents and staff is authorized to obligate city funds as its match of the project cost.
- FOURTH: The city's portion of costs shall be paid from the City's Public Act 51 Major Streets Fund or other funds as obligated.





MEMORANDUM

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

DATE: March 30, 2020

TO: Owosso City Council

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

SUBJECT: **OMS/DDA Revolving Loan Fund – Emergency Response Loan Approval**

RECOMMENDATION:

Approval of 11 OMS/DDA Revolving Loan Fund – Emergency Response Loans - applications totaling \$51,800.00 - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

On Monday, March 16, 2020 during a Special Board Meeting, the Owosso Main Street/DDA (OMS/DDA) Board of Directors voted to update the Revolving Loan Fund Manual to include Emergency Response Loans.

The creation of the Emergency Response Loan is in response to:

- The COVID-19 Pandemic
- County & State-wide “social distancing” and “community separation” guidelines related to the pandemic.
- State-mandated shutdown of all non-essential businesses.

As a result, many businesses have seen a dramatic loss of sales and have had to shutdown. OMS/DDA's creation of these emergency loans will temporality lift some of the financial burden from the businesses as they try to navigate these uncertain times.

The following businesses have applied for funds under the emergency response provision:

- Gilberts Hardware & Appliance; 113 W. Main Street
- 10 Computer Repair & More; 203 W. Main Street
- Ashleigh's Dance Shack; 206B W. Main Street
- SAW Investors, LLC.; 216 W. Main Street
- O. Marie's; 218 W. Main Street
- MA Hanna Corp of Michigan; 220 W. Main Street
- Foster Coffee Company; 115 S. Washington Street
- Norm Henry Shoes; 117-119 S. Washington Street
- Capitol Bowl; 219 S. Washington Street
- Woodworth Commercial; 120 W. Exchange Street
- J's Tux & Bridal Boutique; 113 E. Main Street

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan Fund.

RESOLUTION NO.

**AUTHORIZING
RELEASE OF OMS/DDA REVOLVING LOAN FUNDS
FOR EMERGENCY RESPONSE LOANS TO DOWNTOWN BUSINESSES: COVID-19 ROUND 1**

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 March 16, 2020 the OMS/DDA Board approved the addition of Emergency Response Loans to the RLF Manual. These loans were created to this deferment action is in response to:

- The COVID-19 Pandemic;
- County & State-wide “social distancing” and “community separation” guidelines related to the COVID-19 pandemic;
- The State-mandated shut-down of all non-essential businesses.

WHEREAS, on March 30, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved 11 applications totaling \$51,800.00 in Emergency Response Loans.

WHEREAS, on April 1, 2020 the OMS/DDA Board of Directors approved the Revolving Loan Committee's 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 **\$5,000.00** in emergency response funds to the following listed applicants according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

- BK Gilbert Enterprises LLC; 113 W. Main Street
- 10 Computer Repair & More L.L.C.; 203 W. Main Street
- Ashleigh's Dance Shack, LLC; 206B W. Main Street
- SAW Investors LLC; 216 W. Main Street
- O. Marie's LLC; 218 W. Main Street
- M.A. Hanna Corp. of Michigan; 220 W. Main Street
- Foster Coffee Company, LLC; 115 S. Washington Street
- Imerman Company (Norm Henry Shoes); 117-119 S. Washington Street
- Trecha Enterprises AB, LLC, Assumed Name: Capitol Bowl (of Owosso); 219 S. Washington Street
- Woodworth Commercial LLC; 120 W. Exchange Street

SECOND: The City of Owosso approves the loan of **\$1,800.00** in emergency response funds to the following listed applicant according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

- The Tux & Bridal Boutique; 113 E. Main Street



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

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

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

APPLICANT NAME: GILBERTS HARDWARE & APPLIANCE DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 113 W. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

BK Gilbert Enterprises LLC

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: Gilberts Hardware & Appliance

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67

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

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

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

APPLICANT NAME: 10 COMPUTER REPAIR & MORE DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 203 W. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none"> - The COVID-19 Pandemic - County & State-wide "social distancing" and "community separation" guidelines related to the pandemic. - State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

10 Computer Repair & More L.L.C.

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: 10 Computer Repair & More

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: ASHLEIGH'S DANCE SHACK DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 206B W. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

Ashleigh's Dance Shack, LLC

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: Ashleigh's Dance Shack

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: SAW INVESTMENTS, LLC. DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 216 W. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

SAW Investors LLC

By _____

Its: _____

City of Owosso

Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: SAW Investors, LLC.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

APPLICANT NAME: O. MARIE'S DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 218 W. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

O. Marie's LLC

By _____

Its: _____

City of Owosso

Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name:

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: MA HANNA CORP OF MICHIGAN DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 220 W. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____
At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

M.A. Hanna Corp. of Michigan

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: MA Hanna Corp of Michigan

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: FOSTER COFFEE COMPANY DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 115 S. WASHINGTON STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

Foster Coffee Company, LLC

By _____

Its: _____

City of Owosso

Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: Foster Coffee Company

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: NORM HENRY SHOES DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 117-119 N. WASHINGTON STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

Imerman Company

By _____

Its: _____

City of Owosso

Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: Norm Henry Shoes

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
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15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: CAPITOL BOWL DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 219 S. WASHINGTON STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

Trecha Enterprises AB, LLC, Assumed name: Capitol Bowl (of Owosso)

By _____

Its: _____

City of Owosso

Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: Capitol Bowl

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: WOODWORTH COMMERCIAL DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 120 W. EXCHANGE STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$5,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$5,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$214.91 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

Woodworth Commercial LLC

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 5,000.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 214.91
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 44.67



Lender name: Woodworth Commercial

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 5,000.00	\$ 214.91	\$ -	\$ 214.91	\$ 214.91	\$ -	\$ 4,785.09	\$ -
2	9/1/2020	4,785.09	214.91	-	214.91	214.91	0.00	4,570.19	0.00
3	10/1/2020	4,570.19	214.91	-	214.91	214.91	0.00	4,355.28	0.00
4	11/1/2020	4,355.28	214.91	-	214.91	214.91	0.00	4,140.38	0.00
5	12/1/2020	4,140.38	214.91	-	214.91	214.91	0.00	3,925.47	0.00
6	1/1/2021	3,925.47	214.91	-	214.91	214.91	0.00	3,710.56	0.00
7	2/1/2021	3,710.56	214.91	-	214.91	214.91	0.00	3,495.66	0.00
8	3/1/2021	3,495.66	214.91	-	214.91	214.91	0.00	3,280.75	0.00
9	4/1/2021	3,280.75	214.91	-	214.91	214.91	0.00	3,065.85	0.00
10	5/1/2021	3,065.85	214.91	-	214.91	214.91	0.00	2,850.94	0.00
11	6/1/2021	2,850.94	214.91	-	214.91	214.91	0.00	2,636.03	0.00
12	7/1/2021	2,636.03	214.91	-	214.91	208.32	6.59	2,427.72	6.59
13	8/1/2021	2,427.72	214.91	-	214.91	208.84	6.07	2,218.88	12.66
14	9/1/2021	2,218.88	214.91	-	214.91	209.36	5.55	2,009.52	18.21
15	10/1/2021	2,009.52	214.91	-	214.91	209.88	5.02	1,799.64	23.23
16	11/1/2021	1,799.64	214.91	-	214.91	210.41	4.50	1,589.23	27.73
17	12/1/2021	1,589.23	214.91	-	214.91	210.93	3.97	1,378.30	31.70
18	1/1/2022	1,378.30	214.91	-	214.91	211.46	3.45	1,166.84	35.15
19	2/1/2022	1,166.84	214.91	-	214.91	211.99	2.92	954.85	38.07
20	3/1/2022	954.85	214.91	-	214.91	212.52	2.39	742.33	40.45
21	4/1/2022	742.33	214.91	-	214.91	213.05	1.86	529.28	42.31
22	5/1/2022	529.28	214.91	-	214.91	213.58	1.32	315.70	43.63
23	6/1/2022	315.70	214.91	-	214.91	214.12	0.79	101.58	44.42
24	7/1/2022	101.58	214.91	-	101.58	101.33	0.25	0.00	44.67



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

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

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

APPLICANT NAME: J'S TUX & BRIDAL BOUTIQUE DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 113 E. MAIN STREET

PROJECT SCOPE OF WORK: EMERGENCY RESPONSE LOAN

EMERGENCY: COVID-19 PANDEMIC

LOAN REQUEST: \$1,800.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Did the applicant provide documentation showing monthly expenses (rent, utilities, etc.)?	0-10	10	
Does the applicant prove that their business/property has been negatively effected by the emergency?	0-15	15	<ul style="list-style-type: none">- The COVID-19 Pandemic- County & State-wide "social distancing" and "community separation" guidelines related to the pandemic.- State-mandated shutdown of all non-essential businesses
Is the business/property located within a B Zoning District?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

PROMISSORY NOTE

\$1,800.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 starting at a rate per annum which is zero percent (0%) through month twelve, then a rate per annum which is three percent (3%) ***starting at month thirteen through month twenty-four***. From this date forward Principal and Interest shall be payable in 24 monthly installments of \$77.37 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2022 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.

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

The Tux & Bridal Boutique

By _____

Its: _____

City of Owosso

Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

	Enter values
Loan amount	\$ 1,800.00
Annual interest rate	3.00 %
Loan period in years	2
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

	Loan summary
Scheduled payment	\$ 77.37
Scheduled number of payments	24
Actual number of payments	24
Total early payments	\$ -
Total interest	\$ 16.08



Lender name: J's Tux & Bridal Boutique

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 1,800.00	\$ 77.37	\$ -	\$ 77.37	\$ 77.37	\$ -	\$ 1,722.63	\$ -
2	9/1/2020	1,722.63	77.37	-	77.37	77.37	0.00	1,645.27	0.00
3	10/1/2020	1,645.27	77.37	-	77.37	77.37	0.00	1,567.90	0.00
4	11/1/2020	1,567.90	77.37	-	77.37	77.37	0.00	1,490.54	0.00
5	12/1/2020	1,490.54	77.37	-	77.37	77.37	0.00	1,413.17	0.00
6	1/1/2021	1,413.17	77.37	-	77.37	77.37	0.00	1,335.80	0.00
7	2/1/2021	1,335.80	77.37	-	77.37	77.37	0.00	1,258.44	0.00
8	3/1/2021	1,258.44	77.37	-	77.37	77.37	0.00	1,181.07	0.00
9	4/1/2021	1,181.07	77.37	-	77.37	77.37	0.00	1,103.70	0.00
10	5/1/2021	1,103.70	77.37	-	77.37	77.37	0.00	1,026.34	0.00
11	6/1/2021	1,026.34	77.37	-	77.37	77.37	0.00	948.97	0.00
12	7/1/2021	948.97	77.37	-	77.37	74.99	2.37	873.98	2.37
13	8/1/2021	873.98	77.37	-	77.37	75.18	2.18	798.80	4.56
14	9/1/2021	798.80	77.37	-	77.37	75.37	2.00	723.43	6.55
15	10/1/2021	723.43	77.37	-	77.37	75.56	1.81	647.87	8.36
16	11/1/2021	647.87	77.37	-	77.37	75.75	1.62	572.12	9.98
17	12/1/2021	572.12	77.37	-	77.37	75.94	1.43	496.19	11.41
18	1/1/2022	496.19	77.37	-	77.37	76.13	1.24	420.06	12.65
19	2/1/2022	420.06	77.37	-	77.37	76.32	1.05	343.75	13.70
20	3/1/2022	343.75	77.37	-	77.37	76.51	0.86	267.24	14.56
21	4/1/2022	267.24	77.37	-	77.37	76.70	0.67	190.54	15.23
22	5/1/2022	190.54	77.37	-	77.37	76.89	0.48	113.65	15.71
23	6/1/2022	113.65	77.37	-	77.37	77.08	0.28	36.57	15.99
24	7/1/2022	36.57	77.37	-	36.57	36.48	0.09	0.00	16.08



MEMORANDUM

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

DATE: March 31, 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 215 N. Water Street, Suite 124B for \$27,000.00 to AZee Business Solutions, LLC - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

On March 30, 2020, the OMS/DDA Revolving Loan Committee reviewed the Revolving Loan Application from AZee Business Solutions, LLC and recommended approval of the loan for \$27,000.00 for the purchase of equipment and other costs associated with business expansion at 215 N. Water Street.

During their April 1, 2020 Board Meeting, the OMS/DDA Board of Directors 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.

**AUTHORIZING
RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN FUNDS TO
AZEE BUSINESS SOLUTIONS, LLC
FOR ELIGIBLE EXPENSES AT 215 N. WATER STREET, SUITE 124B**

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 March 28, 2020 a loan application was submitted to the OMS/DDA for a loan request from AZee Business Solutions, LLC for \$50,000.00 for the purchase of equipment and other costs associated with business expansion at 215 N. Water Street.

WHEREAS, on March 30, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved the application, giving it an overall score of 50. This score reaches the 30 points required for consideration. The Committee determined the loan award for \$27,000.00.

WHEREAS, on April 1, 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 \$27,000.00 to AZee Business Solutions, LLC for business expansion costs associated with 215 N. Water Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The accounts payable department is hereby authorized to release \$27,000.00 to AZee Business Solutions, LLC for the purpose stated.

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: AZEE BUSINESS SOLUTIONS DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 215 N. WATER STREET, SUITE 124B

PROJECT SCOPE OF WORK: BUSINESS EQUIPMENT COSTS ASSOCIATED WITH BUSINESS EXPANSION

LOAN REQUEST: \$50,000.00 LOAN AWARD: \$27,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	
Does the project help fulfill OMS Transformation Strategy?	0-10	5	While the business does not directly fulfill the transformation strategies - it will be supporting businesses that do.
Is the project supported by a relevant business plan?	0-10	10	
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	
Does the project have a well-articulated path to completion?	0-10	10	
Does the project provide the best use/business type for the district?	0-10	10	
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	5	
Does the project have adequate matching funds?	0-5	0	
TOTAL=		50	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

ADDITIONAL NOTES:

The Committee agreed to loaning more money to the applicant if they can provide more detailed information on the equipment needed for business expansion.

The Committee supports this applicant and is encouraged to see small businesses expanding in the midst of the COVID-19 crisis. The Committee wants to encourage businesses willing & able to grow at this time.

The portions of the loan request that were denied were those associated with employee wages & rent costs. These costs are considered “ineligible” within the Revolving Loan Fun Grant Manual.

PROMISSORY NOTE

\$27,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 120 monthly installments of \$289.68 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2030 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.

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

AZee Business Solutions

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 27,000.00
Annual interest rate	3.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

Lender name: Azee Business Solutions

Loan summary	
Scheduled payment	\$ 260.71
Scheduled number of payments	120
Actual number of payments	120
Total early payments	\$ -
Total interest	\$ 4,285.68



Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 27,000.00	\$ 260.71	\$ -	\$ 260.71	\$ 193.21	\$ 67.50	\$ 26,806.79	\$ 67.50
2	9/1/2020	26,806.79	260.71	-	260.71	193.70	67.02	26,613.09	134.52
3	10/1/2020	26,613.09	260.71	-	260.71	194.18	66.53	26,418.91	201.05
4	11/1/2020	26,418.91	260.71	-	260.71	194.67	66.05	26,224.24	267.10
5	12/1/2020	26,224.24	260.71	-	260.71	195.15	65.56	26,029.09	332.66
6	1/1/2021	26,029.09	260.71	-	260.71	195.64	65.07	25,833.45	397.73
7	2/1/2021	25,833.45	260.71	-	260.71	196.13	64.58	25,637.32	462.31
8	3/1/2021	25,637.32	260.71	-	260.71	196.62	64.09	25,440.70	526.41
9	4/1/2021	25,440.70	260.71	-	260.71	197.11	63.60	25,243.58	590.01
10	5/1/2021	25,243.58	260.71	-	260.71	197.61	63.11	25,045.98	653.12
11	6/1/2021	25,045.98	260.71	-	260.71	198.10	62.61	24,847.88	715.73
12	7/1/2021	24,847.88	260.71	-	260.71	198.59	62.12	24,649.28	777.85
13	8/1/2021	24,649.28	260.71	-	260.71	199.09	61.62	24,450.19	839.48
14	9/1/2021	24,450.19	260.71	-	260.71	199.59	61.13	24,250.61	900.60
15	10/1/2021	24,250.61	260.71	-	260.71	200.09	60.63	24,050.52	961.23
16	11/1/2021	24,050.52	260.71	-	260.71	200.59	60.13	23,849.93	1,021.35
17	12/1/2021	23,849.93	260.71	-	260.71	201.09	59.62	23,648.84	1,080.98
18	1/1/2022	23,648.84	260.71	-	260.71	201.59	59.12	23,447.25	1,140.10
19	2/1/2022	23,447.25	260.71	-	260.71	202.10	58.62	23,245.15	1,198.72
20	3/1/2022	23,245.15	260.71	-	260.71	202.60	58.11	23,042.55	1,256.83
21	4/1/2022	23,042.55	260.71	-	260.71	203.11	57.61	22,839.44	1,314.44
22	5/1/2022	22,839.44	260.71	-	260.71	203.62	57.10	22,635.83	1,371.54
23	6/1/2022	22,635.83	260.71	-	260.71	204.12	56.59	22,431.70	1,428.13
24	7/1/2022	22,431.70	260.71	-	260.71	204.63	56.08	22,227.07	1,484.21
25	8/1/2022	22,227.07	260.71	-	260.71	205.15	55.57	22,021.92	1,539.77
26	9/1/2022	22,021.92	260.71	-	260.71	205.66	55.05	21,816.26	1,594.83
27	10/1/2022	21,816.26	260.71	-	260.71	206.17	54.54	21,610.09	1,649.37
28	11/1/2022	21,610.09	260.71	-	260.71	206.69	54.03	21,403.40	1,703.39
29	12/1/2022	21,403.40	260.71	-	260.71	207.21	53.51	21,196.20	1,756.90
30	1/1/2023	21,196.20	260.71	-	260.71	207.72	52.99	20,988.47	1,809.89
31	2/1/2023	20,988.47	260.71	-	260.71	208.24	52.47	20,780.23	1,862.36
32	3/1/2023	20,780.23	260.71	-	260.71	208.76	51.95	20,571.47	1,914.31
33	4/1/2023	20,571.47	260.71	-	260.71	209.29	51.43	20,362.18	1,965.74
34	5/1/2023	20,362.18	260.71	-	260.71	209.81	50.91	20,152.37	2,016.65
35	6/1/2023	20,152.37	260.71	-	260.71	210.33	50.38	19,942.04	2,067.03
36	7/1/2023	19,942.04	260.71	-	260.71	210.86	49.86	19,731.18	2,116.89
37	8/1/2023	19,731.18	260.71	-	260.71	211.39	49.33	19,519.79	2,166.21
38	9/1/2023	19,519.79	260.71	-	260.71	211.91	48.80	19,307.88	2,215.01
39	10/1/2023	19,307.88	260.71	-	260.71	212.44	48.27	19,095.44	2,263.28
40	11/1/2023	19,095.44	260.71	-	260.71	212.98	47.74	18,882.46	2,311.02
41	12/1/2023	18,882.46	260.71	-	260.71	213.51	47.21	18,668.95	2,358.23
42	1/1/2024	18,668.95	260.71	-	260.71	214.04	46.67	18,454.91	2,404.90
43	2/1/2024	18,454.91	260.71	-	260.71	214.58	46.14	18,240.33	2,451.04
44	3/1/2024	18,240.33	260.71	-	260.71	215.11	45.60	18,025.22	2,496.64
45	4/1/2024	18,025.22	260.71	-	260.71	215.65	45.06	17,809.57	2,541.70
46	5/1/2024	17,809.57	260.71	-	260.71	216.19	44.52	17,593.38	2,586.22
47	6/1/2024	17,593.38	260.71	-	260.71	216.73	43.98	17,376.65	2,630.21
48	7/1/2024	17,376.65	260.71	-	260.71	217.27	43.44	17,159.38	2,673.65
49	8/1/2024	17,159.38	260.71	-	260.71	217.82	42.90	16,941.56	2,716.55
50	9/1/2024	16,941.56	260.71	-	260.71	218.36	42.35	16,723.20	2,758.90
51	10/1/2024	16,723.20	260.71	-	260.71	218.91	41.81	16,504.30	2,800.71
52	11/1/2024	16,504.30	260.71	-	260.71	219.45	41.26	16,284.84	2,841.97
53	12/1/2024	16,284.84	260.71	-	260.71	220.00	40.71	16,064.84	2,882.68
54	1/1/2025	16,064.84	260.71	-	260.71	220.55	40.16	15,844.29	2,922.84
55	2/1/2025	15,844.29	260.71	-	260.71	221.10	39.61	15,623.18	2,962.46
56	3/1/2025	15,623.18	260.71	-	260.71	221.66	39.06	15,401.53	3,001.51
57	4/1/2025	15,401.53	260.71	-	260.71	222.21	38.50	15,179.32	3,040.02
58	5/1/2025	15,179.32	260.71	-	260.71	222.77	37.95	14,956.55	3,077.97
59	6/1/2025	14,956.55	260.71	-	260.71	223.32	37.39	14,733.23	3,115.36
60	7/1/2025	14,733.23	260.71	-	260.71	223.88	36.83	14,509.35	3,152.19

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	8/1/2025	14,509.35	260.71	-	260.71	224.44	36.27	14,284.91	3,188.46
62	9/1/2025	14,284.91	260.71	-	260.71	225.00	35.71	14,059.91	3,224.18
63	10/1/2025	14,059.91	260.71	-	260.71	225.56	35.15	13,834.34	3,259.33
64	11/1/2025	13,834.34	260.71	-	260.71	226.13	34.59	13,608.21	3,293.91
65	12/1/2025	13,608.21	260.71	-	260.71	226.69	34.02	13,381.52	3,327.93
66	1/1/2026	13,381.52	260.71	-	260.71	227.26	33.45	13,154.26	3,361.39
67	2/1/2026	13,154.26	260.71	-	260.71	227.83	32.89	12,926.43	3,394.27
68	3/1/2026	12,926.43	260.71	-	260.71	228.40	32.32	12,698.03	3,426.59
69	4/1/2026	12,698.03	260.71	-	260.71	228.97	31.75	12,469.07	3,458.33
70	5/1/2026	12,469.07	260.71	-	260.71	229.54	31.17	12,239.52	3,489.51
71	6/1/2026	12,239.52	260.71	-	260.71	230.12	30.60	12,009.41	3,520.10
72	7/1/2026	12,009.41	260.71	-	260.71	230.69	30.02	11,778.72	3,550.13
73	8/1/2026	11,778.72	260.71	-	260.71	231.27	29.45	11,547.45	3,579.57
74	9/1/2026	11,547.45	260.71	-	260.71	231.85	28.87	11,315.61	3,608.44
75	10/1/2026	11,315.61	260.71	-	260.71	232.42	28.29	11,083.18	3,636.73
76	11/1/2026	11,083.18	260.71	-	260.71	233.01	27.71	10,850.18	3,664.44
77	12/1/2026	10,850.18	260.71	-	260.71	233.59	27.13	10,616.59	3,691.57
78	1/1/2027	10,616.59	260.71	-	260.71	234.17	26.54	10,382.41	3,718.11
79	2/1/2027	10,382.41	260.71	-	260.71	234.76	25.96	10,147.66	3,744.06
80	3/1/2027	10,147.66	260.71	-	260.71	235.34	25.37	9,912.31	3,769.43
81	4/1/2027	9,912.31	260.71	-	260.71	235.93	24.78	9,676.38	3,794.21
82	5/1/2027	9,676.38	260.71	-	260.71	236.52	24.19	9,439.85	3,818.40
83	6/1/2027	9,439.85	260.71	-	260.71	237.11	23.60	9,202.74	3,842.00
84	7/1/2027	9,202.74	260.71	-	260.71	237.71	23.01	8,965.03	3,865.01
85	8/1/2027	8,965.03	260.71	-	260.71	238.30	22.41	8,726.73	3,887.42
86	9/1/2027	8,726.73	260.71	-	260.71	238.90	21.82	8,487.83	3,909.24
87	10/1/2027	8,487.83	260.71	-	260.71	239.49	21.22	8,248.34	3,930.46
88	11/1/2027	8,248.34	260.71	-	260.71	240.09	20.62	8,008.25	3,951.08
89	12/1/2027	8,008.25	260.71	-	260.71	240.69	20.02	7,767.55	3,971.10
90	1/1/2028	7,767.55	260.71	-	260.71	241.30	19.42	7,526.26	3,990.52
91	2/1/2028	7,526.26	260.71	-	260.71	241.90	18.82	7,284.36	4,009.34
92	3/1/2028	7,284.36	260.71	-	260.71	242.50	18.21	7,041.86	4,027.55
93	4/1/2028	7,041.86	260.71	-	260.71	243.11	17.60	6,798.75	4,045.15
94	5/1/2028	6,798.75	260.71	-	260.71	243.72	17.00	6,555.03	4,062.15
95	6/1/2028	6,555.03	260.71	-	260.71	244.33	16.39	6,310.70	4,078.54
96	7/1/2028	6,310.70	260.71	-	260.71	244.94	15.78	6,065.77	4,094.31
97	8/1/2028	6,065.77	260.71	-	260.71	245.55	15.16	5,820.22	4,109.48
98	9/1/2028	5,820.22	260.71	-	260.71	246.16	14.55	5,574.05	4,124.03
99	10/1/2028	5,574.05	260.71	-	260.71	246.78	13.94	5,327.27	4,137.96
100	11/1/2028	5,327.27	260.71	-	260.71	247.40	13.32	5,079.88	4,151.28
101	12/1/2028	5,079.88	260.71	-	260.71	248.01	12.70	4,831.86	4,163.98
102	1/1/2029	4,831.86	260.71	-	260.71	248.63	12.08	4,583.23	4,176.06
103	2/1/2029	4,583.23	260.71	-	260.71	249.26	11.46	4,333.97	4,187.52
104	3/1/2029	4,333.97	260.71	-	260.71	249.88	10.83	4,084.10	4,198.35
105	4/1/2029	4,084.10	260.71	-	260.71	250.50	10.21	3,833.59	4,208.56
106	5/1/2029	3,833.59	260.71	-	260.71	251.13	9.58	3,582.46	4,218.15
107	6/1/2029	3,582.46	260.71	-	260.71	251.76	8.96	3,330.70	4,227.10
108	7/1/2029	3,330.70	260.71	-	260.71	252.39	8.33	3,078.32	4,235.43
109	8/1/2029	3,078.32	260.71	-	260.71	253.02	7.70	2,825.30	4,243.13
110	9/1/2029	2,825.30	260.71	-	260.71	253.65	7.06	2,571.65	4,250.19
111	10/1/2029	2,571.65	260.71	-	260.71	254.28	6.43	2,317.36	4,256.62
112	11/1/2029	2,317.36	260.71	-	260.71	254.92	5.79	2,062.44	4,262.41
113	12/1/2029	2,062.44	260.71	-	260.71	255.56	5.16	1,806.88	4,267.57
114	1/1/2030	1,806.88	260.71	-	260.71	256.20	4.52	1,550.69	4,272.08
115	2/1/2030	1,550.69	260.71	-	260.71	256.84	3.88	1,293.85	4,275.96
116	3/1/2030	1,293.85	260.71	-	260.71	257.48	3.23	1,036.37	4,279.20
117	4/1/2030	1,036.37	260.71	-	260.71	258.12	2.59	778.25	4,281.79
118	5/1/2030	778.25	260.71	-	260.71	258.77	1.95	519.48	4,283.73
119	6/1/2030	519.48	260.71	-	260.71	259.42	1.30	260.06	4,285.03
120	7/1/2030	260.06	260.71	-	260.06	259.41	0.65	0.00	4,285.68



LOAN APPLICATION - *Business Development*

**BEFORE COMPLETING/SUBMITTING THIS APPLICATION, PLEASE CONTACT DMS/LDA. THE DMS/DDA BUSINESS VITALITY COMMITTEE WILL OFFER FREE ASSISTANCE IN GOING DEPTH WITH THE APPLICATION. HELP ANSWER ANY QUESTIONS/CONCERNS ASSOCIATED WITH APPLICATION SUBMISSION.

APPLICANT INFORMATION:

NAME: Anthony Nash
ADDRESS: 118 W. Williams St. Corunna, MI 48817
BEST PHONE #: 989-721-6256 ☐ Business ☒ Mobile ☐ Home
EMAIL: tony@gzeebiz.com

BUSINESS INFORMATION:

OWNER ENTITY NAME: AZEE BUSINESS SOLUTIONS
DBA (if different): _____ EIN # (if applicable): _____
ADDRESS: 215 N. WATER ST. SUITE 124B
PHONE: 844-360-2933 (AZEE) WEBSITE: WWW.GZEE.CO
TAX CLASSIFICATION OF BUSINESS ENTITY:
☐ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship ☒ S-Corp ☐ Individual ☐ Non-Profit
TYPE/CATEGORY OF BUSINESS: Marketing

Property Information: - Looking to lease 2 additional spaces.

PROPERTY IS: ☒ Vacant ☐ Occupied - List Tenants: _____
PROPERTY IS: ☐ Owned by Business ☐ Owned by Applicant ☒ Owned by Other Chamber of Commerce
SQUARE FOOTAGE CURRENTLY OCCUPIED: 850
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 700

Financial Information:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 5000⁰⁰
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 5,000.00

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: Upgraded Equipment; ☒ Other: 2 Additional Employees

TOTAL DEVELOPMENT COST: \$ 60,000.00 TOTAL LOAN REQUESTED: \$ 50,000.00

ESTIMATED START DATE: 4/15/2020 ESTIMATED COMPLETION DATE: TBD

DOES BUSINESS TYPE SUPPORT THE DISTRICT'S TRANSFORMATION STRATEGY?

☐ No ☒ Yes - DESCRIBE: Our Firm provide services to many downtown organizations that are geared toward generating day visitors. Also the additional jobs created may lead to

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD? downtown living spaces being occupied,

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

PROVIDE A BRIEF DESCRIPTION OF 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: _____

Owosso Main Street/DDA Only: _____

Application Received By: _____ Date Received: _____

FOR ALL OTHERS, PLEASE SUBMIT TO THE OMS/DDA BUSINESS PLAN COMMITTEE IF APPROVED
IF APPROVED, THE COMMITTEE WILL RECOMMEND TO THE DISTRICT BOARD. IF NOT APPROVED, THE COMMITTEE WILL BE ASKED
TO REVISIT THE APPLICATION. THE COMMITTEE WILL MEET ON THE 1ST OF EACH MONTH.



Breakdown of Cost for Expansion

- **Computers, Software & Storage - \$15,000.00**
 - 4 iMac Computers - \$8,000.00
 - 2 MacBook Pro Laptops - \$5,000.00
 - External Storage System - \$1,200.00
 - Software - \$800.00

- **Video & Camera Equipment - \$5,000.00**
 - 2 Black Magic Cameras - \$2,400.00
 - Additional Lenses - \$1,000.00
 - 2 Gimbals - \$600.00
 - Lighting - \$500.00
 - Tri-Pods & Storage - \$500.00

- **Office Furniture & Décor - \$2,000.00**
 - Desks - \$1,000.00
 - Seating - \$500.00
 - Shelving & File Cabinets - \$500.00

- **Staffing Needs (First 90 Days) - \$15,000.00**
 - 2 Full time employees @ \$15 per hour

- **Upgraded Server & Security - \$5,000.00**

- **Additional Leased Space (1 Year) - \$12,000**
 - 2 Spaces @\$500 per
 - \$1,000.00 per month

- **Operating Expenses Runway - \$6,000.00**



BUSINESS PLAN

AZEE BUSINESS SOLUTIONS

215 N. Water St. Suite 124B Owosso, MI 48867

DATE:

MARCH 1, 2020



The Company

Executive Summary

AZEE has been in business since March 1, 2015. We are full service digital marketing firm that specializes in Web Design, SEO, Social Media Management, Promotional Video Production, Photography, Graphic Design and Branding. We have worked with over 150 different companies both locally and across the country.

Owner

Anthony C. Nash

Our Team

Anthony Nash - Owner/Operator

Brenda Bruce - Finance & Admin

Zack Snider - Video & Social Media

Tashina Woodard - Graphic Design

Josh Levesque - Web Design.

Goals and Objectives

Due to the increased demand for our services and the potential acquisition of two large contract s with a sizable local companies, we are looking to increase our space, hire additional employees and purchase new equipment and software.

Services

Web Design • SEO • Social Media Management • Graphic Design • Video Production
Photography • Branding.

The Target Market

Our target client is Small Business Owners & Entrepreneurs.



Business Plan - AZEE BUSINESS SOLUTIONS

AZEE currently operates in the professional and technical services sector.

Company History

AZEE has been in business since March 1, 2015. We are full service digital marketing firm that specializes in Web Design, SEO, Social Media Management, Promotional Video Production, Photography, Graphic Design and Branding. We have worked with over 150 different companies both locally and across the country.

Company Goals and Objectives

Due to the increased demand for our services and the acquisition of a large contract with a sizable local company, we are looking to increase our space, hire additional employees and purchase new equipment and software.

Company Ownership Structure

The company is structured as an S-Corp

Ownership Background

Anthony C. Nash

Associate Pastor - Immanuel Baptist Church, Corunna, MI 2002 - 2008

General Manager - Comfort Inn & Suites - Saratoga Springs, NY 2009 - 2012

General Manager - Comstock Inn & Conference Center - Owosso, MI 2012 - 2015

Owner/Operator AZEE Business Solutions - Owosso, MI 2015 - Present.



Organizational Timeline

We are looking to expand our space and employee base as well as upgrade our existing equipment as well as acquire new equipment.

Company Assets

- 4 - 27" iMac Computer
- 2 - 15" MacBook Pro
- 1 - 10" iPad Pro
- 1 - iPhone X
- 2 - Sony 4K Video Camera
- 4 - Rockville Podcast Mic
- 1 - Rockville 4-Channel Sound Mixer
- 1 - 50" Vizio TV

Office Furniture:

- 6 Desks
- 4 Office Chairs
- 4 File Cabinets
- 1 Printer
- 1 Couch
- 1 Lounge Chair
- 1 Coffee Maker.

Marketing Plan

Target Market

Our target client is Small Business Owners & Entrepreneurs.

Location Analysis

We are located in the Armory, which is in the heart of downtown Owosso. We are able to interact with many local business owners due to the regular professional use of this facility as well as its proximity to the Chamber of Commerce and Economic Development offices.



Established Customers

Contract Clients

Abiding in the Vine - Owosso, MI
Be Noble Photography - Durand, MI
Benefits Your Way - Owosso, MI
Bridge Charter School - Lowell, OR & Bend, OR
Build Right Construction - Glens Falls, NY
Burton Chiropractic - Burton, MI
Comfort Inn & Suites - Saratoga Springs, NY
Comstock Inn - Owosso, MI
Constine Communities - Owosso, MI
Crooked Tree Nursery - Owosso, MI
Cross Your T Construction - Owosso, MI
Convention of Visitors Bureau - Owosso, MI
Davis Cartage - Owosso, MI
Double Win Enterprises - Owosso, MI
DT Flower - Lapeer, MI
Elite Tax Services - Owosso, MI
Fraelich Brothers Construction - Lennon, MI
Genesee Christian School - Burton, MI
Golden Corral - Syracuse, NY
Golden Corral - Albany, NY
Golden Corral - Saratoga Springs, NY
Golden Corral - Queensbury, NY
Golden Corral - Bronx, NY
Golden Corral - Poughkeepsie, NY
Golden Corral - Delran, NJ
Golden Corral - Atlantic City, NJ
Immanuel Baptist School - Corunna, MI
Immanuel Baptist Church - Corunna, MI



Contract Clients (Continued)

Johnny V's BBQ - Perry, MI
Kori Shook Real Estate - Owosso, MI
McLaren Rent All - Owosso, MI
Metro Mortgage - Owosso, MI
Mountain View Academy - Lowell, OR
Mowinski Financial - Owosso, MI
Muzzy Pheasant Farm - Owosso, MI
Northeast Dining & Lodging - Saratoga Springs, NY
Nikki Gentry Photography - Swartz Creek, MI
Paul's Refinishing - Perry, MI
Pregnancy Resource Center - Owosso, MI
Priority One Logistics - Morrice, MI
Purefi Coffee Roasters - Austin, TX
Refine Private Training Studio - Saratoga Springs, NY
Retirement Resources - Auburn Hills, MI
Tanglewood Restaurant & Lounge - Owosso, MI
The Pines Country Inn - Owosso, MI
Theodore's Coffee - Owosso, MI
Vinyl Sash - Flint, MI & Saginaw, MI
Woodworth Commercial - Owosso, MI & Okemos, MI.

Pricing

We have two types of pricing.

Project Based Pricing

Based at a rate of \$50 per hour.

Contract Based Pricing

Contract pricing is based on the services rendered and length of contract. Typical contract average is about \$500 per month.



Competitor Analysis

Local Competitors

Web Design & SEO - Zenigama Web Solutions

Social Media Management - No Competitors to my knowledge

Graphic Design - Brooks Innovative Graphics

Video Production - Sleekfire Media

Photography - The Matteson's Photography.

SWOT Analysis

Strengths

Web Design, SEO, Social Media Management, Graphic Design, Promotional Video Production, Photography, Branding.

Weaknesses

We have grown rapidly and are under funded and under staffed which hinders the level of service we are able to provide.

Opportunities

We are on the verge of signing two very large businesses located here in Shiawassee County but we currently do not have the necessary staff, space or equipment to fully service the.

Threats

If we do not acquire funding, it will hinder our ability to facilitate the needs that these clients will have



MEMORANDUM

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

DATE: March 12, 2020

TO: Owosso City Council

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

SUBJECT: OMS/DDA Revolving Loan Fund - Grant Approval

RECOMMENDATION:

Approval of the OMS/DDA Revolving Loan Fund Grant application for 113 S. Washington Street for \$1,500.00 to The Home Office Realty Investments, LLC. - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

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

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

FISCAL IMPACTS:

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

RESOLUTION NO.

**RESOLUTION AUTHORIZING
RELEASE OF OMS/DDA REVOLVING LOAN FUND GRANT MONIES TO
THE HOME OFFICE REALTY INVESTMENTS, LLC.
FOR ELIGIBLE EXPENSES AT 113 S. WASHINGTON 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 February 7, 2020 a grant application was submitted to the OMS/DDA for a grant request from The Home Office Realty Investments, LLC. for \$1,500.00 for architectural services of the vacant upper-level residential unit at 113 S. Washington Street.

WHEREAS, on February 25, 2020 the OMS/DDA Design & Business Vitality Committee reviewed and approved the application, giving it an overall score of 35. This score is well above the 30 points required for consideration.

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

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

- FIRST: The City of Owosso approves the grant of \$1,500.00 to The Home Office Realty Investments, LLC for architectural services associated with vacant upper-level residential unit at 113 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The accounts payable department is hereby authorized to release \$1,500.00 to The Home Office Realty Investments, LLC for the purpose stated.

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

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

APPLICANT NAME: JOHN & MORGAN BEILFUSS DATE REVIEWED: FEBRUARY 25, 2020

PROJECT ADDRESS: 113 S. WASHINGTON STREET

PROJECT SCOPE OF WORK: GRANT REQUEST - ARCHITECTURAL SERVICES (1 UNIT)

GRANT REQUEST: \$1,500.00 | **GRANT AWARD: \$1,500.00**

LOAN REQUEST: \$0

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	None
Does the project help fulfill OMS Transformation Strategy?	0-10	10	This development increases upper-floor residential development within OMS/DDA district.
Is the project supported by a relevant business plan?	0-10	0	None provided.
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	Space is currently vacant.
Does the project have a well-articulated path to completion?	0-10	0	None provided.
Does the project provide the best use/business type for the district?	0-10	10	Yes.
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	0	None provided.
Does the project have adequate matching funds?	0-5	5	Yes.
TOTAL=		35	

**CITY OF OWOSSO & OWOSSO MAIN STREET/DDA
GRANT AGREEMENT
WITH THE
THE HOME OFFICE REALTY INVESTMENTS, LLC**

THIS GRANT AGREEMENT (this "Agreement"), effective as of **March 17, 2020** (the "Effective Date"), is between the City of Owosso, a public body, whose address is 301 W. Main Street, Owosso, Michigan 48867, and The Home Office Realty Investments, LLC., a private company, whose address is 113 S. Washington St, Owosso, Michigan 48867 (the "Grantee"). As used in this Agreement, the City of Owosso and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

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

B. The Grantee applied for grants the upper-floor residential development architectural services for 113 S. Washington Street ("Project").

C. The City of Owosso agrees to award Grantee a grant in the amount of up to One Thousand and Five-Hundred Dollars (\$1,500.00) to be disbursed by Grantee under the terms of this Agreement (the "RFL Grant").

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

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

ARTICLE I

DEFINITIONS

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

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

ARTICLE II

RFL GRANT

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

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

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

Section 2.3 Grant Terms.

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

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the City of Owosso:

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

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

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

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

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

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

Section 3.7 Uses of Grant Disbursements.

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

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

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

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

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

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

Section 3.10 Other Grantee Covenants

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

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

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

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

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE CITY OF OWOSSO

The City of Owosso represents and warrants to the Grantee:

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

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

ARTICLE V

SUSPENSION, TERMINATION, DEFAULT AND REPAYMENT

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

- (a) the failure of the Grantee to request the Grant Disbursement in accordance with this Agreement, which in the aggregate, totals the full amount of the RLF Grant, by no later than October 1, 2021;
- (b) any representation or covenant made by the Grantee in support of this Agreement shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in any Grant Disbursement Request or otherwise in support of Key Milestone Number One, or the representations and covenants set forth in Article III;
- (c) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failing any of the terms, covenants or conditions under Article III, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (d) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the City of Owosso, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Talent and Economic Development, or the City of Owosso, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

Section 5.2 Repayment for Certain Events.

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

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

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

Section 5.3 Available Remedies. The suspension or termination of payments to the Grantee, or the termination of this Agreement, are not intended to be the sole and exclusive remedies available to the City of Owosso, and each remedy shall be cumulative and in addition to every other provision or

remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the City of Owosso in collecting any sums due the City of Owosso from the Grantee under this Agreement, in enforcing any of its rights against the Grantee under this Agreement, or in exercising any remedies against the Grantee available to the City of Owosso.

ARTICLE VI

MISCELLANEOUS

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

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

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

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

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

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

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

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

Section 6.9 Termination of Agreement. Except as to this Article VI and the Exhibit A definitions, which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims for repayment hereunder which arise out event that occurred during the Term, shall be brought within three (3) years after the end of the Term, and all available remedies thereon shall survive until all amounts due the City of Owosso are paid in full. Provided further, and notwithstanding anything to the contrary, in the event that the State Legislature or the State government fails to provide or terminates the funding necessary for the City of Owosso to fund the RLF Grant, the City of Owosso may

terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the City of Owosso has no further obligation to make any Grant Disbursement to Grantee for any reason beyond the date of termination of this Agreement.

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

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

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

(Signature page follows)

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

City of Owosso

The Home Office Realty Investments, LLC

By: Christopher Eveleth
Its: Mayor

By: John Beilfuss
Its: _____

EXHIBIT A

DEFINED TERMS

- (a) **"Agreement"** means this Agreement, including the Exhibits to this Agreement.
- (b) **"Company"** has the meaning set forth on the respective Exhibits.
- (c) **"Cure Period"** means within thirty (30) calendar days after written notice by the MEDC, or within such longer period as determined in writing and at the sole discretion of the MEDC.
- (d) **"Company Match"** has the meaning set forth in Exhibit B-1.
- (e) **"Effective Date"** has the meaning set forth in the preamble.
- (f) **"Eligible Expenses"** has the meaning set forth in Recital D.
- (g) **"Event of Default"** means any one or more of those events described in Section 5.1.
- (h) **"Exhibit"** means each of the documents or instruments attached to this Agreement.
- (i) **"Grant Disbursement"** means RLF Grant funds paid to the Grantee under this Agreement.
- (j) **"Grant Disbursement Request"** means: a written request from the Grantee for a Grant Disbursement in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1; and

- (k) "**Grantee**" has the meaning set forth in the preamble.
- (l) "**Grant Manager**" has the meaning set forth in Section 2.2.
- (m) "**Indemnified Persons**" has the meaning set forth in Section 3.10(c).
- (n) "**Key Milestone Number One**" means Key Milestone Number One which is set forth on Exhibit B.
- (o) "**RLF Grant**" has the meaning set forth in Recital C.
- (p) "**Party**" or "**Parties**" has the meaning set forth in the preamble.
- (q) "**Project**" has the meaning in Recital B.
- (r) "**State**" means the State of Michigan.
- (s) "**Term**" means from the Effective Date and, unless earlier terminated as provided by this Agreement through October 1, 2021.

EXHIBIT B

KEY MILESTONES

Key Milestone Number One:

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

Grant Disbursement: Up to \$50,000.00.

By no later than October 1, 2021, the Grantee must submit, and demonstrate to the satisfaction of the Grant Manager, all the following, and must otherwise be in compliance with the Agreement:

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

EXHIBIT B-1

KEY MILESTONE NUMBER ONE GRANT DISBURSEMENT REQUEST

This Grant Disbursement Request is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of March 17, 2020 (the "Grant Agreement"), by and between the City of Owosso, and the The Home Office Realty Investments, LLC (the "Grantee"). Capitalized terms in this Grant Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.

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

1. The Grantee has complied, and is in compliance, with all the terms, covenants and conditions of the Grant Agreement.
2. No Event of Default (as defined in Section 5.1 of the Grant Agreement) exists, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.
3. The representations and covenants of the Grantee contained in Article III of the Grant Agreement are true.
4. This Grant Disbursement Request is being submitted with respect to The Home Office Realty Investments, LLC. ("Company") for the Project located at 113 S. Washington Street, Owosso, MI 48867.
5. Attached is a copy of supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).
6. Attached is one or more photograph(s) evidencing the improvements made to the Project because of Eligible Expenses.
7. The Grantee requests a Grant disbursement in the amount of \$1,500.00.

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

Owosso Main Street/DDA

By: Josh Adams
Its: Executive Director

Dated: _____

COMPANY ACKNOWLEDGMENT

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

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

The Home Office Realty Investments, LLC

By: John Beilfuss
Its: _____

Dated: _____



MEMORANDUM

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

DATE: March 31, 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 113 W. Exchange Street for \$9,400.00 to J. Harrison Properties - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

On March 30, 2020, the OMD/DDA Revolving Loan Committee reviewed the Revolving Loan Fund Application from J. Harrison Properties and recommended approval of a loan for \$9,400.00 for interior build-out costs associated with a new business locating within the second-floor of 113 W. Exchange Street.

During their April 1, 2020 Board Meeting, the OMS/DDA Board of Directors 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.

**AUTHORIZING RELEASE OF
OMS/DDA REVOLVING LOAN FUND LOAN MONIES TO
J. HARRISON PROPERTY, LLC
FOR ELIGIBLE EXPENSES AT 113 W. EXCHANGE 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 March 27, 2020 a loan application was submitted to the OMS/DDA for a loan request from J. Harrison Property, LLC for \$9,400.00 for interior build-out costs associated with a new business locating within the second-floor of 113 W. Exchange Street.

WHEREAS, on March 30, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved the application, giving it an overall score of 40. This score is well above the 30 points required for consideration. The Committee determined the loan award for \$9,400.00.

WHEREAS, on April 1, 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 \$9,400.00 to J. Harrison Property, LLC for interior buildout costs associated with 113 W. Exchange Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The accounts payable department is hereby authorized to release \$9,400.00 to J. Harrison Property, LLC for the purpose stated.

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

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

APPLICANT NAME: J. HARRISON PROPERTIES DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 113 W EXCHANGE STREET

PROJECT SCOPE OF WORK: INTERIOR RENOVATIONS OF SECOND-STORY OFFICE SPACE

LOAN REQUEST: \$9,400.00 LOAN AWARD: \$9,400.00

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

APPROVAL ☒ / SPECIAL NOTATIONS: _____

PROMISSORY NOTE

\$9,400.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of NINE THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$9,400.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 12 monthly installments of \$796.12 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2021 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.

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

J. Harrison Property, LLC

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 9,400.00
Annual interest rate	3.00 %
Loan period in years	1
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 796.12
Scheduled number of payments	12
Actual number of payments	12
Total early payments	\$ -
Total interest	\$ 153.45



Lender name: J. Harrison Properties

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 9,400.00	\$ 796.12	\$ -	\$ 796.12	\$ 772.62	\$ 23.50	\$ 8,627.38	\$ 23.50
2	9/1/2020	8,627.38	796.12	-	796.12	774.55	21.57	7,852.83	45.07
3	10/1/2020	7,852.83	796.12	-	796.12	776.49	19.63	7,076.34	64.70
4	11/1/2020	7,076.34	796.12	-	796.12	778.43	17.69	6,297.91	82.39
5	12/1/2020	6,297.91	796.12	-	796.12	780.38	15.74	5,517.53	98.14
6	1/1/2021	5,517.53	796.12	-	796.12	782.33	13.79	4,735.21	111.93
7	2/1/2021	4,735.21	796.12	-	796.12	784.28	11.84	3,950.92	123.77
8	3/1/2021	3,950.92	796.12	-	796.12	786.24	9.88	3,164.68	133.65
9	4/1/2021	3,164.68	796.12	-	796.12	788.21	7.91	2,376.47	141.56
10	5/1/2021	2,376.47	796.12	-	796.12	790.18	5.94	1,586.29	147.50
11	6/1/2021	1,586.29	796.12	-	796.12	792.16	3.97	794.14	151.46
12	7/1/2021	794.14	796.12	-	794.14	792.15	1.99	0.00	153.45

LOAN APPLICATION - *Property Development*

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

APPLICANT INFORMATION:

NAME: JAMES WOODWORTH
ADDRESS: 216 W. MAIN ST #201 OWOSSO
BEST PHONE #: 248-730-0275 ☐ Business ☒ Mobile ☐ Home
EMAIL: JHARRISONWOODWORTH@GMAIL.COM

PROPERTY INFORMATION:

OWNER ENTITY NAME: J. HARRISON PROPERTIES
DBA (if different): _____ EIN # (if applicable): _____
ADDRESS: 113 W. EXCHANGE
PHONE: _____ WEBSITE: _____
TYPE/CATEGORY OF PROPERTY: RETAIL/OFFICE
TAX CLASSIFICATION OF OWNER ENTITY:
☐ Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ S-Corp ☐ Individual ☐ Non-Profit
PROPERTY IS: ☒ Vacant ☒ Occupied - List Tenants: 1ST FLOOR = DEAN'S 2ND FLOOR = VACANT
FACILITY/BUILDING IS: ☐ Owned ☐ Leased ☐ Rented ☐ Looking for Space ☐ N/A
PROPERTY IS: ☐ Owned by Business ☒ Owned by Applicant ☐ Owned by Other _____
SQUARE FOOTAGE CURRENTLY OCCUPIED: 2500
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 5000

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 0
SOURCE OF FUNDS: _____
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 5659

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

☐ Building Access Projects; ☐ Preservation of Historic Buildings; ☐ Environment Studies
☐ Upper Story Housing Development; ☒ Retail Space Build Outs and Upgrading
☐ Acquisition and Improvement of Blighted Properties; ☐ Signage Purchase or Restoration
TOTAL DEVELOPMENT COST: \$ 15,059 TOTAL LOAN REQUESTED: \$ 9400
ESTIMATED START DATE: 3-15-20 ESTIMATED COMPLETION DATE: 4-15-20

WILL LOAN CREATE NEW RESIDENTIAL UNITS? ☒ No ☐ Yes - #: _____WILL LOAN REDEVELOP EXISTING RESIDENTIAL UNITS? ☒ No ☐ Yes- #: _____

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

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

PROVIDE A BRIEF DESCRIPTION OF DEVELOPMENT:

REMODEL OF VACANT 2ND FLOOR TO BRING TECHNOLOGY
COMPANY W/ 4 EMPLOYEES DOWNTOWN.I WOULD LIKE TO FINANCE THIS FOR 1 YEAR.**APPLICATION CHECKLIST:**

Please ensure the following are submitted with your application:

☒ Completed RLF Application Form ☐ Project Pro-Forma
☐ All existing lien holder agreements (if applicable) ☐ Design Renderings

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

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

Applicant Signature:  Date Signed: 3-27-20

Owosso Main Street/DDA Only:

Application Received By: _____ Date Received: _____

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

Kirby Freeman

INVOICE

TO:
Jim Woodworth
113 W Exchange

COMMENTS
2nd floor office remodel for new tenants.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Removal of all carpet, wallpaper, and damaged ceiling tiles		\$1200
1	Installation of countertops and cabinets		\$3500
1	Drywall repair, installation of bead board, and painting		\$3500
1	Replacement of ceiling tiles and lights		\$1200
SUBTOTAL			\$9400
TOTAL DUE			\$9400

Make all checks payable to Kirby Freeman

THANK YOU FOR YOUR BUSINESS!



James Woodworth <jharrisonwoodworth@gmail.com>

(no subject)

2 messages

Jim Krajcovic <jimkrajc@yahoo.com>
To: jharrisonwoodworth@gmail.com

Fri, Feb 28, 2020 at 11:26 AM

Jim Woodworth
216 W. Main St
Owosso
248-730-0275

February 26, 2020

Commercial Carpet
Endless Wonder
Hallway
12x30 40sy \$380.00
Bind Edges-Staple down
220' Binding \$275.00
Install \$180.00
Tax \$ 22.80
Total \$857.80

26oz. Mohawk Commercial Carpet
Rule Breaker 305sy @ \$9.50 \$2897.50
3/8" Pad \$ 991.25
6' clamp metal installed \$ 12.00
Tax \$ 233.68
Labor \$1525.00
Total \$5659.43

Jim Krajcovic Owosso Carpet Center, INC 2090 W M-21 Owosso MI 48867 989-725-6931 989-725-6580 fax

James Woodworth <jharrisonwoodworth@gmail.com>
To: Jim Krajcovic <jimkrajc@yahoo.com>

Wed, Mar 11, 2020 at 6:34 AM

Hi Jim,

Let's go ahead and move forward with Exchange immediately. I'll hold off a few weeks on Main. I'll confirm carpet style in next few days

[Quoted text hidden]



MEMORANDUM

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

DATE: March 31, 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 220 W. Main Street for \$6,000.00 to MA Hanna Corp of Michigan - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

On March 30, 2020, the OMD/DDA Revolving Loan Committee reviewed the Revolving Loan Application from J. Harrison Properties and recommended approval of the loan for \$6,000.00.

During their April 1, 2020 Board Meeting, the OMS/DDA Board of Directors approved the loan for final approval by City Council.

FISCAL IMPACTS:

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

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: MA HANNA CORP OF MICHIGAN DATE REVIEWED: 3/30/20

PROJECT ADDRESS: 220 W. MAIN STREET

PROJECT SCOPE OF WORK: BRICK FACADE WORK ON THE EXTERIOR OF THE BUILDING

LOAN REQUEST: \$6,000.00 LOAN AWARD: \$6,000.00

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	
Does the project help fulfill OMS Transformation Strategy?	0-10	0	
Is the project supported by a relevant business plan?	0-10	0	
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10		
Does the project have a well-articulated path to completion?	0-10	10	
Does the project provide the best use/business type for the district?	0-10	10	
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	5	
Does the project have adequate matching funds?	0-5	5	
TOTAL=		30	

APPROVAL ☒ / SPECIAL NOTATIONS: _____

RESOLUTION NO.

**AUTHORIZING RELEASE OF
OMS/DDA REVOLVING LOAN FUND LOAN MONIES TO
MA HANNA CORP. OF MICHIGAN
FOR ELIGIBLE EXPENSES WORK AT 220 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 March 17, 2020 a loan application was submitted to the OMS/DDA for a loan request from MA Hanna Corp. of Michigan for \$6,000.00 for exterior brick restoration costs associated with 220 W. Main Street.

WHEREAS, on March 30, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved the application, giving it an overall score of 30. This score reaches the 30 points required for consideration. The Committee determined the loan award for \$6,000.00.

WHEREAS, on April 1, 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 \$6,000.00 to MA Hanna Corp. of Michigan for exterior brick restoration costs at 220 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 \$6,000.00 to MA Hanna Corp. of Michigan for the purpose stated.

PROMISSORY NOTE

\$6,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 36 monthly installments of \$174.49 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2023 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.

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

MA Hanna Corp of Michigan

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 6,000.00
Annual interest rate	3.00 %
Loan period in years	3
Number of payments per year	12
Start date of loan	7/1/2020
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 174.49
Scheduled number of payments	36
Actual number of payments	36
Total early payments	\$ -
Total interest	\$ 281.54



Lender name: MA Hanna Corp of Michigan

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/2020	\$ 6,000.00	\$ 174.49	\$ -	\$ 174.49	\$ 159.49	\$ 15.00	\$ 5,840.51	\$ 15.00
2	9/1/2020	5,840.51	174.49	-	174.49	159.89	14.60	5,680.63	29.60
3	10/1/2020	5,680.63	174.49	-	174.49	160.29	14.20	5,520.34	43.80
4	11/1/2020	5,520.34	174.49	-	174.49	160.69	13.80	5,359.65	57.60
5	12/1/2020	5,359.65	174.49	-	174.49	161.09	13.40	5,198.57	71.00
6	1/1/2021	5,198.57	174.49	-	174.49	161.49	13.00	5,037.08	84.00
7	2/1/2021	5,037.08	174.49	-	174.49	161.89	12.59	4,875.18	96.59
8	3/1/2021	4,875.18	174.49	-	174.49	162.30	12.19	4,712.88	108.78
9	4/1/2021	4,712.88	174.49	-	174.49	162.71	11.78	4,550.18	120.56
10	5/1/2021	4,550.18	174.49	-	174.49	163.11	11.38	4,387.06	131.94
11	6/1/2021	4,387.06	174.49	-	174.49	163.52	10.97	4,223.55	142.91
12	7/1/2021	4,223.55	174.49	-	174.49	163.93	10.56	4,059.62	153.46
13	8/1/2021	4,059.62	174.49	-	174.49	164.34	10.15	3,895.28	163.61
14	9/1/2021	3,895.28	174.49	-	174.49	164.75	9.74	3,730.53	173.35
15	10/1/2021	3,730.53	174.49	-	174.49	165.16	9.33	3,565.37	182.68
16	11/1/2021	3,565.37	174.49	-	174.49	165.57	8.91	3,399.79	191.59
17	12/1/2021	3,399.79	174.49	-	174.49	165.99	8.50	3,233.81	200.09
18	1/1/2022	3,233.81	174.49	-	174.49	166.40	8.08	3,067.40	208.18
19	2/1/2022	3,067.40	174.49	-	174.49	166.82	7.67	2,900.59	215.84
20	3/1/2022	2,900.59	174.49	-	174.49	167.24	7.25	2,733.35	223.10
21	4/1/2022	2,733.35	174.49	-	174.49	167.65	6.83	2,565.70	229.93
22	5/1/2022	2,565.70	174.49	-	174.49	168.07	6.41	2,397.62	236.34
23	6/1/2022	2,397.62	174.49	-	174.49	168.49	5.99	2,229.13	242.34
24	7/1/2022	2,229.13	174.49	-	174.49	168.91	5.57	2,060.22	247.91
25	8/1/2022	2,060.22	174.49	-	174.49	169.34	5.15	1,890.88	253.06
26	9/1/2022	1,890.88	174.49	-	174.49	169.76	4.73	1,721.12	257.79
27	10/1/2022	1,721.12	174.49	-	174.49	170.18	4.30	1,550.93	262.09
28	11/1/2022	1,550.93	174.49	-	174.49	170.61	3.88	1,380.32	265.97
29	12/1/2022	1,380.32	174.49	-	174.49	171.04	3.45	1,209.29	269.42
30	1/1/2023	1,209.29	174.49	-	174.49	171.46	3.02	1,037.82	272.44
31	2/1/2023	1,037.82	174.49	-	174.49	171.89	2.59	865.93	275.04
32	3/1/2023	865.93	174.49	-	174.49	172.32	2.16	693.61	277.20
33	4/1/2023	693.61	174.49	-	174.49	172.75	1.73	520.86	278.93
34	5/1/2023	520.86	174.49	-	174.49	173.19	1.30	347.67	280.24
35	6/1/2023	347.67	174.49	-	174.49	173.62	0.87	174.05	281.11
36	7/1/2023	174.05	174.49	-	174.05	173.62	0.44	0.00	281.54



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

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

LOAN APPLICATION - Property Development

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

APPLICANT INFORMATION:

NAME: MA HANNA CORP OF MI
ADDRESS: 220 W. MAIN ST, SUITE A
BEST PHONE # (989) 277-7477 ☒ Business ☒ Mobile ☐ Home
EMAIL: MARCO@MAHANNA-CORP.COM

PROPERTY INFORMATION:

OWNER ENTITY NAME: MA HANNA CORP OF MICHIGAN
DBA (if different): _____ EIN # (if applicable): 38-2873837
ADDRESS: 220 W. MAIN ST, SUITE A
PHONE 989 277-7477 WEBSITE: _____
TYPE/CATEGORY OF PROPERTY: CBD
TAX CLASSIFICATION OF OWNER ENTITY:
☒ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship ☒ S-Corp ☐ Individual ☐ Non-Profit
PROPERTY IS: ☐ Vacant ☒ Occupied - List Tenants: 4 RESIDENTIAL; LAWYER; SPA; TITLE COMPANY
FACILITY/BUILDING IS: ☒ Owned ☐ Leased ☐ Rented ☐ Looking for Space ☐ N/A
PROPERTY IS: ☒ Owned by Business ☒ Owned by Applicant ☐ Owned by Other _____
SQUARE FOOTAGE CURRENTLY OCCUPIED: 10,000 sq ft
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: 10,000 sq ft

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$ 1000.00
SOURCE OF FUNDS: MAINTENANCE RESERVES - CASH FLOW
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 1000.00

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: _____ Name: _____
Name: _____ Name: _____

CONTINUE TO NEXT PAGE

LOAN REQUEST INFORMATION:

LOAN REQUEST (check up boxes that apply): \$6000.00 (Six Thousand)

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

☐ Building Access Projects; ☒ Preservation of Historic Buildings; ☐ Environment Studies

☐ Upper Story Housing Development; ☐ Retail Space Build Outs and Upgrading

☐ Acquisition and Improvement of Blighted Properties; ☒ Signage Purchase or Restoration

TOTAL DEVELOPMENT COST: \$ 6000.00 TOTAL LOAN REQUESTED: \$ 6000.00

ESTIMATED START DATE: MAY 15, 2020 ESTIMATED COMPLETION DATE: MAY 25, 2020

WILL LOAN CREATE NEW RESIDENTIAL UNITS? ☐ No ☐ Yes - #: _____

WILL LOAN REDEVELOP EXISTING RESIDENTIAL UNITS? ☐ No ☒ Yes - #: 4

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

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

PROVIDE A BRIEF DESCRIPTION OF DEVELOPMENT:

RENOVATION OF BRICK WORK ON 100-PLUS YEAR OLD
BUILDING GATEWAY BUILDING IN CBC - OWOSSO

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

☐ Completed RLF Application Form ☐ Project Pro-Forma

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

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

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

Applicant Signature: [Signature] Date Signed: 3/17/2020
PRESIDENT BEAL

Owosso Main Street/DDA Only:

Application Received By: [Signature] Date Received: 3/19/2020

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.



MEMORANDUM

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

DATE: March 12, 2020

TO: Owosso City Council

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

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

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for 800 W. Main Street for \$50,000.00 and a grant for \$31,000.00 to Mowinski Properties, LLC. - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

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

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

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING RELEASE OF
OMS/DDA REVOLVING LOAN FUND LOAN & GRANT MONIES TO
MOWINSKI PROPERTIES LLC
FOR ELIGIBLE EXPENSES AT 800 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 February 19, 2020 an application was submitted to the OMS/DDA for a grant & loan request from Mowinski Properties LLC for \$31,000.00 (grant) and \$50,000.00 (loan) for redevelopment of 4 upper-level residential units, fire suppression, and architectural services at 800 W. Main Street.

WHEREAS, on February 25, 2020 the OMS/DDA Design & Business Vitality Committee reviewed and approved the application, giving it an overall score of 45. This score is well above the 30 points required for consideration.

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

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

- FIRST: The City of Owosso approves the grant of \$31,000.00 and loan of \$50,000.00 to Mowinski Properties LLC for redevelopment of 4 upper-level residential units, fire suppression, and architectural service at 800 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 \$81,000.00 to Mowinski Properties LLC for the purpose stated.

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

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

APPLICANT NAME: BRENT MOWINSKI/MOWINSKI FINANCIAL DATE REVIEWED: FEBRUARY 25, 2020

PROJECT ADDRESS: 800 W. MAIN STREET

PROJECT SCOPE OF WORK: GRANT REQUEST - ARCHITECTURAL SERVICES (AS) & FIRE SUPPRESSION (FS)

LOAN REQUEST - RENOVATION OF 4 APARTMENT UNITS (UPPER FLOOR)

GRANT REQUEST: \$1,500 PER UNIT FOR AS; \$25,000.00 FOR FS | **GRANT AWARD: \$6,000.00 (AS); \$25,000.00 (FS)**

LOAN REQUEST: UP TO \$50,000.00 | **APPROVED LOAN AMOUNT: \$50,000.00**

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	None; BUT the Building may take part in the next round of CDGB Facade Grants (pending OMS/DDA & MEDC planning)
Does the project help fulfill OMS Transformation Strategy?	0-10	10	This development increases upper-floor residential development within the city limits (walkable distance to the DDA district).
Is the project supported by a relevant business plan?	0-10	0	None provided.
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 brings current residential units up to code & reactivates what is currently underutilized & functionally obsolete space.
Does the project have a well-articulated path to completion?	0-10	10	Owner has a plan for redevelopment.
Does the project provide the best use/business type for the district?	0-10	10	Yes.
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	0	None provided.
Does the project have adequate matching funds?	0-5	5	Yes.
TOTAL=		45	

**CITY OF OWOSSO & OWOSSO MAIN STREET/DDA
GRANT AGREEMENT
WITH THE
MOWINSKI PROPERTIES, LLC**

THIS GRANT AGREEMENT (this "Agreement"), effective as of March 17, 2020 (the "Effective Date"), is between the City of Owosso, a public body, whose address is 301 W. Main Street, Owosso, Michigan 48867, and Mowinski Properties, LLC., a private company, whose address is 800 W. Main St, Owosso, Michigan 48867 (the "Grantee"). As used in this Agreement, the City of Owosso and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

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

B. The Grantee applied for grants the redevelopment of fire suppression installation, and architectural services for 800 W. Main Street ("Project").

C. The City of Owosso agrees to award Grantee a grant in the amount of up to Thirty-One Thousand Dollars (\$31,000) to be disbursed by Grantee under the terms of this Agreement (the "RFL Grant").

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

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

ARTICLE I

DEFINITIONS

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

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

ARTICLE II

RFL GRANT

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

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

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

Section 2.3 Grant Terms.

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

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the City of Owosso:

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

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

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

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

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

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

Section 3.7 Uses of Grant Disbursements.

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

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

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

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

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

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

Section 3.10 Other Grantee Covenants

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

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

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

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

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE CITY OF OWOSSO

The City of Owosso represents and warrants to the Grantee:

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

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

ARTICLE V

SUSPENSION, TERMINATION, DEFAULT AND REPAYMENT

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

- (a) the failure of the Grantee to request the Grant Disbursement in accordance with this Agreement, which in the aggregate, totals the full amount of the RLF Grant, by no later than October 1, 2021;
- (b) any representation or covenant made by the Grantee in support of this Agreement shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in any Grant Disbursement Request or otherwise in support of Key Milestone Number One, or the representations and covenants set forth in Article III;
- (c) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, failing any of the terms, covenants or conditions under Article III, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (d) the Grantee is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the City of Owosso, or for any department or agency within the State, federal, local or any governmental agency, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Talent and Economic Development, or the City of Owosso, which, if considered curable by the City of Owosso, is not cured by the Grantee to the satisfaction of the City of Owosso within the Cure Period;
- (e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date commenced.

Section 5.2 Repayment for Certain Events.

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature page follows)

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

City of Owosso

Mowinski Properties, LLC

By: Christopher Eveleth
Its: Mayor

By: Brent Mowinski
Its: _____

EXHIBIT A

DEFINED TERMS

(a) “**Agreement**” means this Agreement, including the Exhibits to this Agreement.

(b) “**Company**” has the meaning set forth on the respective Exhibits.

(c) “**Cure Period**” means within thirty (30) calendar days after written notice by the MEDC, or within such longer period as determined in writing and at the sole discretion of the MEDC.

(d) “**Company Match**” has the meaning set forth in Exhibit B-1.

(e) “**Effective Date**” has the meaning set forth in the preamble.

(f) “**Eligible Expenses**” has the meaning set forth in Recital D.

- (g) “**Event of Default**” means any one or more of those events described in Section 5.1.
- (h) “**Exhibit**” means each of the documents or instruments attached to this Agreement.
- (i) “**Grant Disbursement**” means RLF Grant funds paid to the Grantee under this Agreement.
- (j) “**Grant Disbursement Request**” means: a written request from the Grantee for a Grant Disbursement in support of Key Milestone Number One, in the form and substance set forth on Exhibit B-1; and
- (k) “**Grantee**” has the meaning set forth in the preamble.
- (l) “**Grant Manager**” has the meaning set forth in Section 2.2.
- (m) “**Indemnified Persons**” has the meaning set forth in Section 3.10(c).
- (n) “**Key Milestone Number One**” means Key Milestone Number One which is set forth on Exhibit B.
- (o) “**RLF Grant**” has the meaning set forth in Recital C.
- (p) “**Party**” or “**Parties**” has the meaning set forth in the preamble.
- (q) “**Project**” has the meaning in Recital B.
- (r) “**State**” means the State of Michigan.
- (s) “**Term**” means from the Effective Date and, unless earlier terminated as provided by this Agreement through October 1, 2021.

EXHIBIT B

KEY MILESTONES

Key Milestone Number One:

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

Grant Disbursement: Up to \$50,000.00.

By no later than October 1, 2021, the Grantee must submit, and demonstrate to the satisfaction of the Grant Manager, all the following, and must otherwise be in compliance with the Agreement:

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

EXHIBIT B-1

KEY MILESTONE NUMBER ONE

GRANT DISBURSEMENT REQUEST

This Grant Disbursement Request is being delivered pursuant to Section 2.3 and Key Milestone Number One of the Grant Agreement dated as of March 17, 2020 (the "Grant Agreement"), by and between the City of Owosso, and the Mowinski Properties, LLC. (the "Grantee"). Capitalized terms in this Grant Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.

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

1. The Grantee has complied, and is in compliance, with all the terms, covenants and conditions of the Grant Agreement.
2. No Event of Default (as defined in Section 5.1 of the Grant Agreement) exists, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default.
3. The representations and covenants of the Grantee contained in Article III of the Grant Agreement are true.
4. This Grant Disbursement Request is being submitted with respect to Mowinski Properties, LLC. ("Company") for the Project located at 800 W. Main Street Street, Owosso, MI 48867.
5. Attached is a copy of supporting documentation received by the Grantee from the Company evidencing the Company's actual expenditure of the Eligible Expenses for the Project (i.e., receipt, copy of check payment, purchaser order denoted as paid).
6. Attached is one or more photograph(s) evidencing the improvements made to the Project because of Eligible Expenses.

7. The Grantee requests a Grant disbursement in the amount of \$31,000.00.

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

Owosso Main Street/DDA

By: Josh Adams
Its: Executive Director

Dated: _____

COMPANY ACKNOWLEDGMENT

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

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

Mowinski Properties, LLC

By: Brent Mowinski
Its: _____

Dated: _____

PROMISSORY NOTE

\$50,000.00

Dated: _____
At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from JULY 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 120 monthly installments of \$482.80 each, commencing on AUGUST 1, 2020, and continuing on the same day of each succeeding MONTH thereafter until JULY 1, 2030 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 appraisement, 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.

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

Mowinski Properties, LLC.

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 50,000.00
Annual interest rate	3.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	7/1/20
Optional extra payments	\$

Loan summary	
Scheduled payment	\$ 482.80
Scheduled number of payment	120
Actual number of payment	120
Total early payments	\$ -
Total interest	\$ 7,936.45



Lender name: Mowinski Properties, LLC.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/20	\$ 50,000.00	\$ 482.80	\$ -	\$ 482.80	\$ 357.80	\$ 125.00	\$ 49,642.20	\$ 125.00
2	9/1/20	49,642.20	482.80	-	482.80	358.70	124.11	49,283.50	249.11
3	10/1/20	49,283.50	482.80	-	482.80	359.59	123.21	48,923.90	372.31
4	11/1/20	48,923.90	482.80	-	482.80	360.49	122.31	48,563.41	494.62
5	12/1/20	48,563.41	482.80	-	482.80	361.40	121.41	48,202.01	616.03
6	1/1/21	48,202.01	482.80	-	482.80	362.30	120.51	47,839.72	736.54
7	2/1/21	47,839.72	482.80	-	482.80	363.20	119.60	47,476.51	856.14
8	3/1/21	47,476.51	482.80	-	482.80	364.11	118.69	47,112.40	974.83
9	4/1/21	47,112.40	482.80	-	482.80	365.02	117.78	46,747.38	1,092.61
10	5/1/21	46,747.38	482.80	-	482.80	365.94	116.87	46,381.44	1,209.48
11	6/1/21	46,381.44	482.80	-	482.80	366.85	115.95	46,014.59	1,325.43
12	7/1/21	46,014.59	482.80	-	482.80	367.77	115.04	45,646.82	1,440.47
13	8/1/21	45,646.82	482.80	-	482.80	368.69	114.12	45,278.14	1,554.58
14	9/1/21	45,278.14	482.80	-	482.80	369.61	113.20	44,908.53	1,667.78
15	10/1/21	44,908.53	482.80	-	482.80	370.53	112.27	44,538.00	1,780.05
16	11/1/21	44,538.00	482.80	-	482.80	371.46	111.34	44,166.54	1,891.40
17	12/1/21	44,166.54	482.80	-	482.80	372.39	110.42	43,794.15	2,001.81
18	1/1/22	43,794.15	482.80	-	482.80	373.32	109.49	43,420.83	2,111.30
19	2/1/22	43,420.83	482.80	-	482.80	374.25	108.55	43,046.58	2,219.85
20	3/1/22	43,046.58	482.80	-	482.80	375.19	107.62	42,671.39	2,327.47
21	4/1/22	42,671.39	482.80	-	482.80	376.13	106.68	42,295.27	2,434.15
22	5/1/22	42,295.27	482.80	-	482.80	377.07	105.74	41,918.20	2,539.88
23	6/1/22	41,918.20	482.80	-	482.80	378.01	104.80	41,540.19	2,644.68
24	7/1/22	41,540.19	482.80	-	482.80	378.95	103.85	41,161.24	2,748.53
25	8/1/22	41,161.24	482.80	-	482.80	379.90	102.90	40,781.34	2,851.43
26	9/1/22	40,781.34	482.80	-	482.80	380.85	101.95	40,400.49	2,953.39
27	10/1/22	40,400.49	482.80	-	482.80	381.80	101.00	40,018.69	3,054.39
28	11/1/22	40,018.69	482.80	-	482.80	382.76	100.05	39,635.93	3,154.43
29	12/1/22	39,635.93	482.80	-	482.80	383.71	99.09	39,252.22	3,253.52
30	1/1/23	39,252.22	482.80	-	482.80	384.67	98.13	38,867.54	3,351.65
31	2/1/23	38,867.54	482.80	-	482.80	385.63	97.17	38,481.91	3,448.82
32	3/1/23	38,481.91	482.80	-	482.80	386.60	96.20	38,095.31	3,545.03
33	4/1/23	38,095.31	482.80	-	482.80	387.57	95.24	37,707.74	3,640.27
34	5/1/23	37,707.74	482.80	-	482.80	388.53	94.27	37,319.21	3,734.54
35	6/1/23	37,319.21	482.80	-	482.80	389.51	93.30	36,929.70	3,827.83
36	7/1/23	36,929.70	482.80	-	482.80	390.48	92.32	36,539.22	3,920.16
37	8/1/23	36,539.22	482.80	-	482.80	391.46	91.35	36,147.77	4,011.51
38	9/1/23	36,147.77	482.80	-	482.80	392.43	90.37	35,755.33	4,101.87
39	10/1/23	35,755.33	482.80	-	482.80	393.42	89.39	35,361.92	4,191.26
40	11/1/23	35,361.92	482.80	-	482.80	394.40	88.40	34,967.52	4,279.67
41	12/1/23	34,967.52	482.80	-	482.80	395.38	87.42	34,572.13	4,367.09
42	1/1/24	34,572.13	482.80	-	482.80	396.37	86.43	34,175.76	4,453.52
43	2/1/24	34,175.76	482.80	-	482.80	397.36	85.44	33,778.40	4,538.96
44	3/1/24	33,778.40	482.80	-	482.80	398.36	84.45	33,380.04	4,623.40
45	4/1/24	33,380.04	482.80	-	482.80	399.35	83.45	32,980.69	4,706.85
46	5/1/24	32,980.69	482.80	-	482.80	400.35	82.45	32,580.33	4,789.30
47	6/1/24	32,580.33	482.80	-	482.80	401.35	81.45	32,178.98	4,870.76
48	7/1/24	32,178.98	482.80	-	482.80	402.36	80.45	31,776.62	4,951.20
49	8/1/24	31,776.62	482.80	-	482.80	403.36	79.44	31,373.26	5,030.64
50	9/1/24	31,373.26	482.80	-	482.80	404.37	78.43	30,968.89	5,109.08
51	10/1/24	30,968.89	482.80	-	482.80	405.38	77.42	30,563.51	5,186.50
52	11/1/24	30,563.51	482.80	-	482.80	406.39	76.41	30,157.11	5,262.91
53	12/1/24	30,157.11	482.80	-	482.80	407.41	75.39	29,749.70	5,338.30
54	1/1/25	29,749.70	482.80	-	482.80	408.43	74.37	29,341.27	5,412.68
55	2/1/25	29,341.27	482.80	-	482.80	409.45	73.35	28,931.82	5,486.03
56	3/1/25	28,931.82	482.80	-	482.80	410.47	72.33	28,521.35	5,558.36
57	4/1/25	28,521.35	482.80	-	482.80	411.50	71.30	28,109.85	5,629.66
58	5/1/25	28,109.85	482.80	-	482.80	412.53	70.27	27,697.32	5,699.94
59	6/1/25	27,697.32	482.80	-	482.80	413.56	69.24	27,283.76	5,769.18
60	7/1/25	27,283.76	482.80	-	482.80	414.59	68.21	26,869.17	5,837.39

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	8/1/25	26,869.17	482.80	-	482.80	415.63	67.17	26,453.53	5,904.56
62	9/1/25	26,453.53	482.80	-	482.80	416.67	66.13	26,036.86	5,970.70
63	10/1/25	26,036.86	482.80	-	482.80	417.71	65.09	25,619.15	6,035.79
64	11/1/25	25,619.15	482.80	-	482.80	418.76	64.05	25,200.40	6,099.84
65	12/1/25	25,200.40	482.80	-	482.80	419.80	63.00	24,780.59	6,162.84
66	1/1/26	24,780.59	482.80	-	482.80	420.85	61.95	24,359.74	6,224.79
67	2/1/26	24,359.74	482.80	-	482.80	421.90	60.90	23,937.84	6,285.69
68	3/1/26	23,937.84	482.80	-	482.80	422.96	59.84	23,514.88	6,345.53
69	4/1/26	23,514.88	482.80	-	482.80	424.02	58.79	23,090.86	6,404.32
70	5/1/26	23,090.86	482.80	-	482.80	425.08	57.73	22,665.79	6,462.05
71	6/1/26	22,665.79	482.80	-	482.80	426.14	56.66	22,239.65	6,518.71
72	7/1/26	22,239.65	482.80	-	482.80	427.20	55.60	21,812.44	6,574.31
73	8/1/26	21,812.44	482.80	-	482.80	428.27	54.53	21,384.17	6,628.84
74	9/1/26	21,384.17	482.80	-	482.80	429.34	53.46	20,954.83	6,682.30
75	10/1/26	20,954.83	482.80	-	482.80	430.42	52.39	20,524.41	6,734.69
76	11/1/26	20,524.41	482.80	-	482.80	431.49	51.31	20,092.92	6,786.00
77	12/1/26	20,092.92	482.80	-	482.80	432.57	50.23	19,660.35	6,836.23
78	1/1/27	19,660.35	482.80	-	482.80	433.65	49.15	19,226.69	6,885.38
79	2/1/27	19,226.69	482.80	-	482.80	434.74	48.07	18,791.96	6,933.45
80	3/1/27	18,791.96	482.80	-	482.80	435.82	46.98	18,356.13	6,980.43
81	4/1/27	18,356.13	482.80	-	482.80	436.91	45.89	17,919.22	7,026.32
82	5/1/27	17,919.22	482.80	-	482.80	438.01	44.80	17,481.21	7,071.12
83	6/1/27	17,481.21	482.80	-	482.80	439.10	43.70	17,042.11	7,114.82
84	7/1/27	17,042.11	482.80	-	482.80	440.20	42.61	16,601.91	7,157.43
85	8/1/27	16,601.91	482.80	-	482.80	441.30	41.50	16,160.61	7,198.93
86	9/1/27	16,160.61	482.80	-	482.80	442.40	40.40	15,718.21	7,239.33
87	10/1/27	15,718.21	482.80	-	482.80	443.51	39.30	15,274.70	7,278.63
88	11/1/27	15,274.70	482.80	-	482.80	444.62	38.19	14,830.09	7,316.81
89	12/1/27	14,830.09	482.80	-	482.80	445.73	37.08	14,384.36	7,353.89
90	1/1/28	14,384.36	482.80	-	482.80	446.84	35.96	13,937.52	7,389.85
91	2/1/28	13,937.52	482.80	-	482.80	447.96	34.84	13,489.56	7,424.69
92	3/1/28	13,489.56	482.80	-	482.80	449.08	33.72	13,040.48	7,458.42
93	4/1/28	13,040.48	482.80	-	482.80	450.20	32.60	12,590.27	7,491.02
94	5/1/28	12,590.27	482.80	-	482.80	451.33	31.48	12,138.95	7,522.50
95	6/1/28	12,138.95	482.80	-	482.80	452.46	30.35	11,686.49	7,552.84
96	7/1/28	11,686.49	482.80	-	482.80	453.59	29.22	11,232.90	7,582.06
97	8/1/28	11,232.90	482.80	-	482.80	454.72	28.08	10,778.18	7,610.14
98	9/1/28	10,778.18	482.80	-	482.80	455.86	26.95	10,322.32	7,637.09
99	10/1/28	10,322.32	482.80	-	482.80	457.00	25.81	9,865.32	7,662.89
100	11/1/28	9,865.32	482.80	-	482.80	458.14	24.66	9,407.18	7,687.56
101	12/1/28	9,407.18	482.80	-	482.80	459.29	23.52	8,947.90	7,711.07
102	1/1/29	8,947.90	482.80	-	482.80	460.43	22.37	8,487.46	7,733.44
103	2/1/29	8,487.46	482.80	-	482.80	461.59	21.22	8,025.88	7,754.66
104	3/1/29	8,025.88	482.80	-	482.80	462.74	20.06	7,563.14	7,774.73
105	4/1/29	7,563.14	482.80	-	482.80	463.90	18.91	7,099.24	7,793.63
106	5/1/29	7,099.24	482.80	-	482.80	465.06	17.75	6,634.19	7,811.38
107	6/1/29	6,634.19	482.80	-	482.80	466.22	16.59	6,167.97	7,827.97
108	7/1/29	6,167.97	482.80	-	482.80	467.38	15.42	5,700.59	7,843.39
109	8/1/29	5,700.59	482.80	-	482.80	468.55	14.25	5,232.03	7,857.64
110	9/1/29	5,232.03	482.80	-	482.80	469.72	13.08	4,762.31	7,870.72
111	10/1/29	4,762.31	482.80	-	482.80	470.90	11.91	4,291.41	7,882.63
112	11/1/29	4,291.41	482.80	-	482.80	472.08	10.73	3,819.34	7,893.35
113	12/1/29	3,819.34	482.80	-	482.80	473.26	9.55	3,346.08	7,902.90
114	1/1/30	3,346.08	482.80	-	482.80	474.44	8.37	2,871.64	7,911.27
115	2/1/30	2,871.64	482.80	-	482.80	475.62	7.18	2,396.02	7,918.45
116	3/1/30	2,396.02	482.80	-	482.80	476.81	5.99	1,919.20	7,924.44
117	4/1/30	1,919.20	482.80	-	482.80	478.01	4.80	1,441.20	7,929.23
118	5/1/30	1,441.20	482.80	-	482.80	479.20	3.60	962.00	7,932.84
119	6/1/30	962.00	482.80	-	482.80	480.40	2.40	481.60	7,935.24
120	7/1/30	481.60	482.80	-	481.60	480.40	1.20	0.00	7,936.45



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

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

***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: Brent Mowinski

ADDRESS: 800 W Main St. Owosso MI 48867

BEST PHONE #: 989-720-5072 ☒ Business ☐ Mobile ☐ Home

EMAIL: brent@mowinskifinancial.com

BUSINESS INFORMATION:

BUSINESS IS:

☐ New

☒ Existing - Years in Continuous Operation 10 mon; Years in Current Location 10 mon

FACILITY/BUILDING IS: ☒ Owned ☐ Leased ☐ Rented ☐ Looking for Space ☐ N/A

PROPERTY IS: ☒ Owned by Business ☐ Owned by Applicant

☐ Owned by Other _____ ☐ Looking for Land ☐ N/A

LEGAL NAME: Mowinski Properties LLC

DBA (if different): _____ EIN # (if applicable): 83-4444938

ADDRESS: 10351 Colby Lake Rd. Perry MI 48872

PHONE: 989-506-5072 WEBSITE: NA

NATURE/TYPE/CATEGORY OF BUSINESS: Commercial real estate owner/manager/leaser

TAX CLASSIFICATION OF BUSINESS:

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

APPROXIMATE ANNUAL REVENUE: \$ 0 we just did a very expensive office build out for 1st floor

CURRENT EMPLOYEES: # Full-Time 0 # Part-Time 1

WILL LOAN CREATE ADDITIONAL JOBS? ☐ No ☒ Yes - How Many?: FT ____ /PT ____

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

WORK FOR CONTRACTOR
SUB-Contractors

Name: _____ Name: _____

Name: _____ Name: _____

CONTINUE TO NEXT PAGE

LOAN REQUEST INFORMATION:

PURPOSE/SPECIFIC USES OF LOAN:

We are looking to renovate 4 apartments on the 2nd floor, which consist of three one bedroom and one two bedroom apartments. The apartments need new everything and haven't probably been updated in about 30-40years and the steps to the 2nd floor and hallway need to be repaired

TOTAL PROJECT COST: \$ 175,000 LOAN AMOUNT REQUESTED: \$ 50,000
ESTIMATED START DATE: 05/01/2020 ESTIMATED COMPLETION DATE: 08/01/2020
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ already did \$100k⁺ on the 1st floor
AMOUNT FOR WHICH YOU HAVE ALREADY SECURED FINANCING: \$ 0

If project's purpose is upper story residential development, grants may be available please check all that are involved if this is project's purpose:

☒ Architecture Services ☐ Elevator ☒ Fire Suppression *Far Monnaie*
☐ Professional Services-Access Study

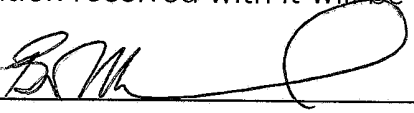
APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

☒ Completed RLF Application Form
☐ Business plan ☒ All existing lien holder agreements (if applicable)
Financial. this wasn't financed. To cover rest of the cost we are hoping to use a private or public financing

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

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

Applicant Signature:  Date Signed: 02/19/20

Owosso Main Street/DDA Only:

Application Received By: _____ Date Received: _____

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

MEMORANDUM OF LAND CONTRACT

This Memorandum of Land Contract, entered into on April 25, 2019

BY AND BETWEEN Randy McEwen and Mary McEwen

whose address is 7860 E. M-21, Corunna, MI 48817, hereinafter "Seller" and

Mowinski Properties LLC a Michigan Limited Liability Company , by Brent Mowinski, Member ,

whose address is 10351 Colby Lake Rd Perry MI 48872 hereinafter "Buyer"

WITNESSETH:

Whereas, Buyer and Seller have entered into a Land Contract of even date herewith; and,

Whereas, the parties desire to give record notice of existence of said Land Contract.

Now Therefore, in consideration of the Premises, Seller acknowledges and agrees that they have sold to Buyer on the Land Contract dated April 25, 2019, the following described premises situated in the City of Owosso, County of Shiawassee, State of Michigan, to wit:

Lot 3, Block 14, Map of A.L. and B.O. Williams Addition to the City of Owosso, Shiawassee County, Michigan, according to the recorded plat thereof, as recorded in Liber 29 of Plats, Page 499, Shiawassee County Records.

also known as Property Address: 800 W. Main Street, Owosso, MI 48867

Parcel ID No. 050-660-014-004-00

When Recorded return to:
Brent Mowinski
10351 Colby Lake Rd
Perry MI 48872


Send Subsequent Tax Bills To:
Buyer

Drafted By:
Randy McEwen
7860 E. M-21
Corunna, MI 48817


In Witness Whereof, the parties hereto have executed this Memorandum of Land Contract and have caused their hands and seals to be affixed hereto the day and year first above written.

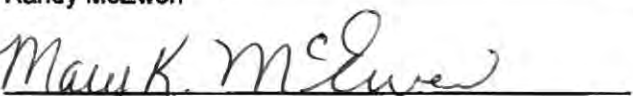
BUYERS:

Mowinski Properties LLC a Michigan Limited Liability Company


Brent Mowinski, Member


SELLERS:


Randy McEwen


Mary McEwen


State of Michigan)
County of Shiawassee)SS.
)

The foregoing instrument was acknowledged before me on this 25th day of April, 2019 Mowinski Properties LLC a Michigan Limited Liability Company by Brent Mowinski Member

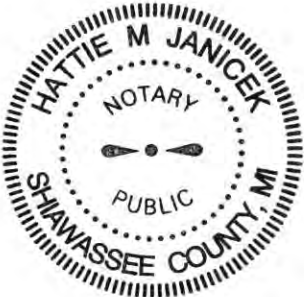

Notary Public: Hattie M. Janicek
Notary County: Shiawassee State: MI
Commission Expires: 11/04/24
Acting In: Shiawassee

State of Michigan)
County of Shiawassee)SS.
)

The foregoing instrument was acknowledged before me on this 25th day of April, 2019 by Randy McEwen and Mary McEwen


Notary Public: Hattie M. Janicek
Notary County: Shiawassee State: MI
Commission Expires: 11/04/24
Acting In: Shiawassee

File Number: 78-19639876-OWO



LAND CONTRACT

Parties

This Contract, Made on April 25, 2019, between Randy McEwen and Mary McEwen, hereinafter referred to as the "Seller,"
whose address is 7860 E. M-21, Corunna, and

Mowinski Properties LLC a Michigan Limited Liability Company by Brent Mowinski, hereinafter referred to as the "Purchaser",
whose address is 10351 Colby Lake Rd Perry MI 48872

Witnesseth:

Description of Premises

1. THE SELLER AGREES AS FOLLOWS:

a) To sell and convey to the Purchaser:

Land situated in the City of Owosso, County of Shiawassee, State of Michigan

Lot 3, Block 14, Map of A.L. and B.O. Williams Addition to the City of Owosso, Shiawassee County, Michigan, according to the recorded plat thereof, as recorded in Liber 29 of Plats, Page 499, Shiawassee County Records.

Commonly known as:. 800 W. Main Street, Owosso, MI 48867

Parcel ID No. 050-660-014-004-00

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and any items reflected on Purchase Agreement executed by Seller and Purchaser, now on the premises, and Subject to existing building and use restrictions, easements of record, and zoning ordinances, if any.

**Terms of
Payment**

b) That the consideration for the sale of the above described premises to the Purchaser is: Ninety Thousand and 00/100 Dollars (\$90,000.00) (Sales Price), of which the sum of no and 00/100 Dollars (\$0.00) (Amount Down) has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of Ninety thousand and 00/100 (\$90,000.00) is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of 5.0% (Interest Rate) per cent per annum. This balance of purchase money and interest shall be paid in monthly installments of Nine Hundred Fifty Four and 59/100 Dollars (\$954.59) (Monthly PI) each, or more at Purchaser's option, on the 25th day of each month, beginning May 25, 2019 said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within 10 years from the date hereof, anything herein to the contrary notwithstanding. In the event payments are not received within 15 days from due date, a late fee of Fifty and 00/100 Dollars (\$50.00) per payment shall be assessed. This is a service charge and is not interest. Purchaser(s) further agree and understand that assessment of the late fee does not constitute election under the contract and that the Seller may pursue any other remedies available in law or equity.

Purchaser and Seller understand that the regular monthly payments called for by the terms of the Land Contract may not pay the Land Contract amount owing in full by the end of the term of this contract. There may be a substantial lump sum payment due from Purchaser to Seller at the end of the Land Contract term.

**Seller's Duty to
Convey**

c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his/her assigns.

It is the responsibility of the Sellers to pay all State and County transfer taxes determined by the applicable statute; at the time the land contract is paid in full and the warranty deed is passed to the Purchasers. Purchaser is authorized to deduct from the final Land Contract payment all state and county transfer taxes in the appropriate amount applicable to the deed and to cause the stamps evidencing payment of said tax to be affixed thereto.

**To Furnish Title
Evidence**

d) To deliver to the Purchaser as evidence of title a Policy of Title Insurance insuring Purchaser, the effective date of the policy to be approximately the date of this contract, and issued by Old Republic National Title Insurance Company.

**Purchaser's
Duties**

2. THE PURCHASER AGREES AS FOLLOWS:

a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided. b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.

**Taxes and
Insurance**

d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, but not less than the purchase price, and to deliver the policies as issued to the Seller with the premiums fully paid.

**Alternate
Payment
Method**

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

**Insert amount if
advance
monthly
installment
method of
taxes and
insurance is to
be adopted**

e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of \$0.00 which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefore to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by the Purchaser upon the Seller's demand, which if unpaid for 30 days after demand shall be a default in this contract.

**Acceptance of
Title and
Premises**

f) That Purchaser has examined a Title Insurance Commitment covering the above described premises and is satisfied with the marketability of the title shown thereby, and has examined the above described premises and is satisfied with the physical condition of any structures thereon.

**Maintenance of
Premises**

g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof reasonable wear and tear excepted, and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

**Mortgage by
Seller**

3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:

a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; shall provide for a rate of interest on the unpaid balance of the mortgage debt which does not exceed the rate of interest provided in Paragraph 1 (b); or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein, subject however to the terms of this land contract; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof.

Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by said Seller and shall refuse to accept such registered mail hereinbefore provided or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

Encumbrances on Seller's Title	b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums first maturing hereon, with interest at the rate provided in Paragraph 1 (b) on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.
Non-payment of Taxes or Insurance	c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in Paragraph 2 (e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premium or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate as set forth in Paragraph 1 (b) hereof. Notwithstanding any such payment Seller shall retain those rights as set forth in 3(f) and 3(g) below.
Assignment by Purchaser	d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.
Possession	e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his/her part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.
Right to Forfeit	f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant removed and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.

**Acceleration
Clause**

g) If default is made by the Purchaser and such default continues for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.

h) The spouse of the Seller, if any, for valuable consideration, joins herein and agrees to join in the execution of the Deed to be made in fulfillment hereof.

i) Time shall be deemed to be of the essence of this contract.

j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid corporations with their charters in full force and effect.

**Notice to
Purchaser**

k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.

l) No modification, revision, rescission or amendment to this contract shall be binding or effective unless reduced to writing and signed by all parties to be bound thereby.

m) If the payment called for in 1(b) should not be sufficient to amortize this contract during its limited term, then in that event, a lump sum payment shall be due at the conclusion of this contract. Seller makes no guaranty of financing being available at that time. The acceptance of partial payments thereafter by the Seller shall not be deemed to be an extension of the contract nor a waiver of the provision calling for full payment.

**Additional
Clauses**


n) During the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being distributed to Seller and Purchaser, as their interests may appear.

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine, or neuter, respectively. The covenants herein shall bind the heirs, personal representatives, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

PURCHASERS:

Mowinski Properties LLC a Michigan Limited Liability Company


Brent Mowinski, Member

SELLERS:


Randy McEwen



Mary McEwen

State of Michigan

)
)SS.
)

County of Shiawassee

The foregoing instrument was acknowledged before me on this 25th day of April, 2019 Mowinski Properties LLC a Michigan Limited Liability Company by Brent Mowinski Member



Notary Public: Hattie M. Janicek
Notary County: Shiawassee State: MI
Commission Expires: 11/24/24
Acting In: Shiawassee

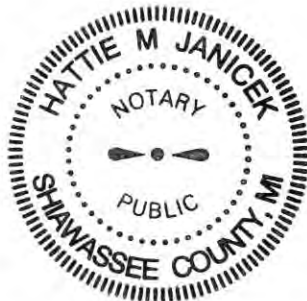
State of Michigan

)
)SS.
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County of Shiawassee

The foregoing instrument was acknowledged before me on this 25th day of April, 2019 by Randy McEwen and Mary McEwen


Notary Public: Hattie M. Janicek
Notary County: Shiawassee State: MI
Commission Expires: 11/24/24
Acting In: Shiawassee





MEMORANDUM

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

DATE: March 12, 2020

TO: Owosso City Council

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

SUBJECT: OMS/DDA Revolving Loan Fund - Loan Approval

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for 800 W. Main Street for \$30,000.00 to Owosso Cookie Company - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

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

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

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING RELEASE OF
OMS/DDA REVOLVING LOAN FUND LOAN MONIES TO
KLEEMAN PROPERTIES, LLC DBA OWOSSO COOKIE COMPANY
FOR ELIGIBLE EXPENSES AT 101 N. WASHINGTON 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 February 10, 2020 a loan application was submitted to the OMS/DDA for a loan request from Kleeman Properties, LLC dba Owosso Cookie Company for \$50,000.00 for interior build-out costs, signage, equipment purchases, and inventory costs associated with their business located at 101 N. Washington Street.

WHEREAS, on February 25, 2020 the OMS/DDA Design & Business Vitality Committee reviewed and approved the application, giving it an overall score of 42. This score is well above the 30 points required for consideration. The Committee determined the loan award for \$30,000.00.

WHEREAS, on March 4, 2020 the OMS/DDA Board of Directors approved the Design & Business Vitality 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 \$30,000.00 to Kleeman Properties, LLC dba Owosso Cookie Company for interior buildout costs, signage, and equipment costs at 101 N. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is hereby authorized to release \$30,000.00 to Kleeman Properties, LLC dba Owosso Cookie Company for the purpose stated.

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

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

APPLICANT NAME: PAUL KLEEMAN/COOKIE KRAZE DATE REVIEWED: FEBRUARY 25, 2020

PROJECT ADDRESS: 101 N. WASHINGTON STREET

PROJECT SCOPE OF WORK: LOAN REQUEST - INTERIOR BUILD-OUT/CONSTRUCTION COSTS & EQUIPMENT

GRANT REQUEST: \$0 | LOAN REQUEST: UP TO \$50,000.00 | **APPROVED LOAN AMOUNT: \$30,000.00**

Rationale Worksheet			
Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	None
Does the project help fulfill OMS Transformation Strategy?	0-10	5	The business proposed should bring people from throughout the county, however, the committee is aware that the downtown market is already saturated with similar business types (sweets/ dessert-based foods).
Is the project supported by a relevant business plan?	0-10	10	Yes, a Business Plan was provided.
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	The space is currently vacant.
Does the project have a well-articulated path to completion?	0-10	10	Yes.
Does the project provide the best use/business type for the district?	0-10	0	None provided.
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	2	Some plans were provided, but not all.
Does the project have adequate matching funds?	0-5	5	Yes.
TOTAL=		42	

ADDITIONAL NOTES:

The Committee awarded \$30,000.00 to the business to aid in interior renovations of their current space, machinery, & new store signage. Awarded funds were *NOT* awarded for the purchase of inventory.

The Committee agreed that the business **must** take part in the Downtown Owosso online store. Loan dollars can used to buy into the program. The Committee believes that an online sales component will be vital in this business' success.

PROMISSORY NOTE

\$30,000.00

Dated: _____

At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from July 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 120 monthly installments of \$289.68 each, commencing on August 1, 2020 and continuing on the same day of each succeeding MONTH thereafter until July 1, 2030 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.

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

Kleeman Properties, LLC dba Owosso Cookie Company

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 30,000.00
Annual interest rate	3.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	7/1/20
Optional extra payments	\$

Loan summary	
Scheduled payment	\$ 289.68
Scheduled number of payment	120
Actual number of payment	120
Total early payments	\$ -
Total interest	\$ 4,761.87



Lender name: Owosso Cookie Company

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/20	\$ 30,000.00	\$ 289.68	\$ -	\$ 289.68	\$ 214.68	\$ 75.00	\$ 29,785.32	\$ 75.00
2	9/1/20	29,785.32	289.68	-	289.68	215.22	74.46	29,570.10	149.46
3	10/1/20	29,570.10	289.68	-	289.68	215.76	73.93	29,354.34	223.39
4	11/1/20	29,354.34	289.68	-	289.68	216.30	73.39	29,138.05	296.77
5	12/1/20	29,138.05	289.68	-	289.68	216.84	72.85	28,921.21	369.62
6	1/1/21	28,921.21	289.68	-	289.68	217.38	72.30	28,703.83	441.92
7	2/1/21	28,703.83	289.68	-	289.68	217.92	71.76	28,485.91	513.68
8	3/1/21	28,485.91	289.68	-	289.68	218.47	71.21	28,267.44	584.90
9	4/1/21	28,267.44	289.68	-	289.68	219.01	70.67	28,048.43	655.57
10	5/1/21	28,048.43	289.68	-	289.68	219.56	70.12	27,828.86	725.69
11	6/1/21	27,828.86	289.68	-	289.68	220.11	69.57	27,608.75	795.26
12	7/1/21	27,608.75	289.68	-	289.68	220.66	69.02	27,388.09	864.28
13	8/1/21	27,388.09	289.68	-	289.68	221.21	68.47	27,166.88	932.75
14	9/1/21	27,166.88	289.68	-	289.68	221.77	67.92	26,945.12	1,000.67
15	10/1/21	26,945.12	289.68	-	289.68	222.32	67.36	26,722.80	1,068.03
16	11/1/21	26,722.80	289.68	-	289.68	222.88	66.81	26,499.92	1,134.84
17	12/1/21	26,499.92	289.68	-	289.68	223.43	66.25	26,276.49	1,201.09
18	1/1/22	26,276.49	289.68	-	289.68	223.99	65.69	26,052.50	1,266.78
19	2/1/22	26,052.50	289.68	-	289.68	224.55	65.13	25,827.95	1,331.91
20	3/1/22	25,827.95	289.68	-	289.68	225.11	64.57	25,602.84	1,396.48
21	4/1/22	25,602.84	289.68	-	289.68	225.68	64.01	25,377.16	1,460.49
22	5/1/22	25,377.16	289.68	-	289.68	226.24	63.44	25,150.92	1,523.93
23	6/1/22	25,150.92	289.68	-	289.68	226.80	62.88	24,924.12	1,586.81
24	7/1/22	24,924.12	289.68	-	289.68	227.37	62.31	24,696.74	1,649.12
25	8/1/22	24,696.74	289.68	-	289.68	227.94	61.74	24,468.80	1,710.86
26	9/1/22	24,468.80	289.68	-	289.68	228.51	61.17	24,240.29	1,772.03
27	10/1/22	24,240.29	289.68	-	289.68	229.08	60.60	24,011.21	1,832.63
28	11/1/22	24,011.21	289.68	-	289.68	229.65	60.03	23,781.56	1,892.66
29	12/1/22	23,781.56	289.68	-	289.68	230.23	59.45	23,551.33	1,952.11
30	1/1/23	23,551.33	289.68	-	289.68	230.80	58.88	23,320.53	2,010.99
31	2/1/23	23,320.53	289.68	-	289.68	231.38	58.30	23,089.14	2,069.29
32	3/1/23	23,089.14	289.68	-	289.68	231.96	57.72	22,857.19	2,127.02
33	4/1/23	22,857.19	289.68	-	289.68	232.54	57.14	22,624.65	2,184.16
34	5/1/23	22,624.65	289.68	-	289.68	233.12	56.56	22,391.53	2,240.72
35	6/1/23	22,391.53	289.68	-	289.68	233.70	55.98	22,157.82	2,296.70
36	7/1/23	22,157.82	289.68	-	289.68	234.29	55.39	21,923.53	2,352.09
37	8/1/23	21,923.53	289.68	-	289.68	234.87	54.81	21,688.66	2,406.90
38	9/1/23	21,688.66	289.68	-	289.68	235.46	54.22	21,453.20	2,461.12
39	10/1/23	21,453.20	289.68	-	289.68	236.05	53.63	21,217.15	2,514.76
40	11/1/23	21,217.15	289.68	-	289.68	236.64	53.04	20,980.51	2,567.80
41	12/1/23	20,980.51	289.68	-	289.68	237.23	52.45	20,743.28	2,620.25
42	1/1/24	20,743.28	289.68	-	289.68	237.82	51.86	20,505.46	2,672.11
43	2/1/24	20,505.46	289.68	-	289.68	238.42	51.26	20,267.04	2,723.37
44	3/1/24	20,267.04	289.68	-	289.68	239.01	50.67	20,028.02	2,774.04
45	4/1/24	20,028.02	289.68	-	289.68	239.61	50.07	19,788.41	2,824.11
46	5/1/24	19,788.41	289.68	-	289.68	240.21	49.47	19,548.20	2,873.58
47	6/1/24	19,548.20	289.68	-	289.68	240.81	48.87	19,307.39	2,922.45
48	7/1/24	19,307.39	289.68	-	289.68	241.41	48.27	19,065.97	2,970.72
49	8/1/24	19,065.97	289.68	-	289.68	242.02	47.66	18,823.96	3,018.39
50	9/1/24	18,823.96	289.68	-	289.68	242.62	47.06	18,581.33	3,065.45
51	10/1/24	18,581.33	289.68	-	289.68	243.23	46.45	18,338.11	3,111.90
52	11/1/24	18,338.11	289.68	-	289.68	243.84	45.85	18,094.27	3,157.75
53	12/1/24	18,094.27	289.68	-	289.68	244.45	45.24	17,849.82	3,202.98
54	1/1/25	17,849.82	289.68	-	289.68	245.06	44.62	17,604.76	3,247.61
55	2/1/25	17,604.76	289.68	-	289.68	245.67	44.01	17,359.09	3,291.62
56	3/1/25	17,359.09	289.68	-	289.68	246.28	43.40	17,112.81	3,335.01
57	4/1/25	17,112.81	289.68	-	289.68	246.90	42.78	16,865.91	3,377.80
58	5/1/25	16,865.91	289.68	-	289.68	247.52	42.16	16,618.39	3,419.96
59	6/1/25	16,618.39	289.68	-	289.68	248.14	41.55	16,370.26	3,461.51
60	7/1/25	16,370.26	289.68	-	289.68	248.76	40.93	16,121.50	3,502.43

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	8/1/25	16,121.50	289.68	-	289.68	249.38	40.30	15,872.12	3,542.74
62	9/1/25	15,872.12	289.68	-	289.68	250.00	39.68	15,622.12	3,582.42
63	10/1/25	15,622.12	289.68	-	289.68	250.63	39.06	15,371.49	3,621.47
64	11/1/25	15,371.49	289.68	-	289.68	251.25	38.43	15,120.24	3,659.90
65	12/1/25	15,120.24	289.68	-	289.68	251.88	37.80	14,868.36	3,697.70
66	1/1/26	14,868.36	289.68	-	289.68	252.51	37.17	14,615.85	3,734.87
67	2/1/26	14,615.85	289.68	-	289.68	253.14	36.54	14,362.70	3,771.41
68	3/1/26	14,362.70	289.68	-	289.68	253.78	35.91	14,108.93	3,807.32
69	4/1/26	14,108.93	289.68	-	289.68	254.41	35.27	13,854.52	3,842.59
70	5/1/26	13,854.52	289.68	-	289.68	255.05	34.64	13,599.47	3,877.23
71	6/1/26	13,599.47	289.68	-	289.68	255.68	34.00	13,343.79	3,911.23
72	7/1/26	13,343.79	289.68	-	289.68	256.32	33.36	13,087.47	3,944.59
73	8/1/26	13,087.47	289.68	-	289.68	256.96	32.72	12,830.50	3,977.30
74	9/1/26	12,830.50	289.68	-	289.68	257.61	32.08	12,572.90	4,009.38
75	10/1/26	12,572.90	289.68	-	289.68	258.25	31.43	12,314.65	4,040.81
76	11/1/26	12,314.65	289.68	-	289.68	258.90	30.79	12,055.75	4,071.60
77	12/1/26	12,055.75	289.68	-	289.68	259.54	30.14	11,796.21	4,101.74
78	1/1/27	11,796.21	289.68	-	289.68	260.19	29.49	11,536.02	4,131.23
79	2/1/27	11,536.02	289.68	-	289.68	260.84	28.84	11,275.17	4,160.07
80	3/1/27	11,275.17	289.68	-	289.68	261.49	28.19	11,013.68	4,188.26
81	4/1/27	11,013.68	289.68	-	289.68	262.15	27.53	10,751.53	4,215.79
82	5/1/27	10,751.53	289.68	-	289.68	262.80	26.88	10,488.73	4,242.67
83	6/1/27	10,488.73	289.68	-	289.68	263.46	26.22	10,225.27	4,268.89
84	7/1/27	10,225.27	289.68	-	289.68	264.12	25.56	9,961.15	4,294.46
85	8/1/27	9,961.15	289.68	-	289.68	264.78	24.90	9,696.37	4,319.36
86	9/1/27	9,696.37	289.68	-	289.68	265.44	24.24	9,430.93	4,343.60
87	10/1/27	9,430.93	289.68	-	289.68	266.10	23.58	9,164.82	4,367.18
88	11/1/27	9,164.82	289.68	-	289.68	266.77	22.91	8,898.05	4,390.09
89	12/1/27	8,898.05	289.68	-	289.68	267.44	22.25	8,630.62	4,412.33
90	1/1/28	8,630.62	289.68	-	289.68	268.11	21.58	8,362.51	4,433.91
91	2/1/28	8,362.51	289.68	-	289.68	268.78	20.91	8,093.73	4,454.82
92	3/1/28	8,093.73	289.68	-	289.68	269.45	20.23	7,824.29	4,475.05
93	4/1/28	7,824.29	289.68	-	289.68	270.12	19.56	7,554.16	4,494.61
94	5/1/28	7,554.16	289.68	-	289.68	270.80	18.89	7,283.37	4,513.50
95	6/1/28	7,283.37	289.68	-	289.68	271.47	18.21	7,011.89	4,531.71
96	7/1/28	7,011.89	289.68	-	289.68	272.15	17.53	6,739.74	4,549.24
97	8/1/28	6,739.74	289.68	-	289.68	272.83	16.85	6,466.91	4,566.08
98	9/1/28	6,466.91	289.68	-	289.68	273.51	16.17	6,193.39	4,582.25
99	10/1/28	6,193.39	289.68	-	289.68	274.20	15.48	5,919.19	4,597.74
100	11/1/28	5,919.19	289.68	-	289.68	274.88	14.80	5,644.31	4,612.53
101	12/1/28	5,644.31	289.68	-	289.68	275.57	14.11	5,368.74	4,626.64
102	1/1/29	5,368.74	289.68	-	289.68	276.26	13.42	5,092.48	4,640.07
103	2/1/29	5,092.48	289.68	-	289.68	276.95	12.73	4,815.53	4,652.80
104	3/1/29	4,815.53	289.68	-	289.68	277.64	12.04	4,537.88	4,664.84
105	4/1/29	4,537.88	289.68	-	289.68	278.34	11.34	4,259.55	4,676.18
106	5/1/29	4,259.55	289.68	-	289.68	279.03	10.65	3,980.51	4,686.83
107	6/1/29	3,980.51	289.68	-	289.68	279.73	9.95	3,700.78	4,696.78
108	7/1/29	3,700.78	289.68	-	289.68	280.43	9.25	3,420.35	4,706.03
109	8/1/29	3,420.35	289.68	-	289.68	281.13	8.55	3,139.22	4,714.58
110	9/1/29	3,139.22	289.68	-	289.68	281.83	7.85	2,857.39	4,722.43
111	10/1/29	2,857.39	289.68	-	289.68	282.54	7.14	2,574.85	4,729.58
112	11/1/29	2,574.85	289.68	-	289.68	283.25	6.44	2,291.60	4,736.01
113	12/1/29	2,291.60	289.68	-	289.68	283.95	5.73	2,007.65	4,741.74
114	1/1/30	2,007.65	289.68	-	289.68	284.66	5.02	1,722.99	4,746.76
115	2/1/30	1,722.99	289.68	-	289.68	285.37	4.31	1,437.61	4,751.07
116	3/1/30	1,437.61	289.68	-	289.68	286.09	3.59	1,151.52	4,754.66
117	4/1/30	1,151.52	289.68	-	289.68	286.80	2.88	864.72	4,757.54
118	5/1/30	864.72	289.68	-	289.68	287.52	2.16	577.20	4,759.70
119	6/1/30	577.20	289.68	-	289.68	288.24	1.44	288.96	4,761.15
120	7/1/30	288.96	289.68	-	288.96	288.24	0.72	0.00	4,761.87



Form Revision Date 07/2016

CERTIFICATE OF ASSUMED NAME

For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate:

1. The identification number assigned by the Bureau is:	<input type="text" value="802396240"/>
2. The name of the limited liability company is:	<input type="text" value="KLEEMAN PROPERTIES, LLC"/>

3. The assumed name under which business is to be transacted is:
OWOSSO COOKIE COMPANY

Effective Date:	03/05/2020
-----------------	------------

This document must be signed by an authorized officer or agent (corporations); a member, manager, or an authorized agent (limited liability companies); or general partner (limited partnerships):

Signed this 4th Day of March, 2020 by:

Signature	Title	Title if "Other" was selected
Scott J. Gould on behalf of Paul Kleeman	Member	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF ASSUMED NAME

for

KLEEMAN PROPERTIES, LLC

ID Number: 802396240

to transact business under the assumed name of
OWOSSO COOKIE COMPANY

received by electronic transmission on March 04, 2020 ***, is hereby endorsed.***

Filed on March 05, 2020 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2025

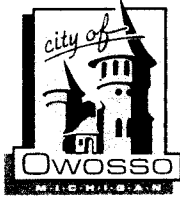


In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 5th day of March, 2020.

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau



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

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

****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: Paul Kleeman
ADDRESS: 1831 E Elk Ct Owosso MI 48867
BEST PHONE #: 989 627 6296 ☐ Business ☒ Mobile ☐ Home
EMAIL: kleemanalicia@gmail.com

BUSINESS INFORMATION:

BUSINESS IS:
☒ New
☐ Existing - Years in Continuous Operation _____; Years in Current Location _____
FACILITY/BUILDING IS: ☐ Owned ☒ Leased ☐ Rented ☐ Looking for Space ☐ N/A
PROPERTY IS: ☐ Owned by Business ☐ Owned by Applicant
☐ Owned by Other _____ ☐ Looking for Land ☒ N/A
LEGAL NAME: Kleeman Properties
DBA (if different): Cookie Krazz EIN # (if applicable): 84-4410163
ADDRESS: 101 N. Washington St. Owosso MI 48867
PHONE: _____ WEBSITE: _____
NATURE/TYPE/CATEGORY OF BUSINESS: ice cream bakery
TAX CLASSIFICATION OF BUSINESS:
☐ Corporation ☒ LLC ☐ Partnership ☐ Proprietorship ☐ S-Corp ☐ Individual ☐ Non-Profit
APPROXIMATE ANNUAL REVENUE: \$ _____
CURRENT EMPLOYEES: # Full-Time — # Part-Time —
WILL LOAN CREATE ADDITIONAL JOBS? ☐ No ☒ Yes - How Many?: FT 2 /PT 3
LIST OTHER INVESTORS/OWNERS IF APPLICABLE:
Name: _____ Name: _____
Name: _____ Name: _____

LOAN REQUEST INFORMATION:

PURPOSE/SPECIFIC USES OF LOAN/GRANT:

start up equipment, build out/ construction costs, electrical,
plumbing, bathroom renovations, counter tops

TOTAL PROJECT COST: \$ 117,156 LOAN AMOUNT REQUESTED: \$ 50,000

ESTIMATED START DATE: ASAP ESTIMATED COMPLETION DATE: 4/1/20

AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 67,156

AMOUNT FOR WHICH YOU HAVE ALREADY SECURED FINANCING: \$ 67,156

*If project's purpose is upper story residential development, grants may be available -
please check all that are involved if this is project's purpose:*

- ☐ Architecture Services ☐ Elevator ☐ Fire Suppression
☐ Professional Services-Access Study

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

- ☐ Completed RLF Application Form
☐ Business plan ☐ All existing lien holder agreements (if applicable)

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

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

Applicant Signature:  Date Signed: 2-10-20

Owosso Main Street/DDA Only:

Application Received By: _____ Date Received: _____

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

		Cookie Kraze				
		Equipment Start Up				
		22-Jan-20				
Source	Vendor	Equipment	Description	Qty	Cost/Unit	Total Cost
Webstaurant	Avantco MX10	10 Qt Stand Mixer	110 V 3/4 HP	1	659	659
Webstaurant	Cooking Performance Group	Convection Oven	FEC200DK Double Deck Full Size	1	4,549	4,549
Webstaurant	Avantco	Refrigerator	A-49R-HC 54"	2	1,839	3,678
Webstaurant	Regency	Sheet Pan Rack	20 Pan Side	1	97	97
Webstaurant	Avantco	Glass Door Merchandiser Refrigerator	GDC-49-HC 53"	1	1,629	1,629
Webstaurant	BFM Seating	R30" Rd Table Top	SM30R	8	97	775
Webstaurant	BFM Seating	Table Base	PHTB2525	8	69	549
Webstaurant	Lancaster	Chair w/ padded seat		32	41	1,312
Go Food Service	Lancer	Ice Dispenser	180 lb, countertop	1	1,624	1,624
Go Food Service	John Boos	SS Floor Mop Sink	PBMS2016-12-X	1	295	295
Go Food Service	John Boos	SS Hand Sink	PBHS-W-0909-P-S SLR-X	1	193	193
Go Food Service	Green World	48" Work Table	TSW-3048S-16	3	247	741
Go Food Service	Advance Tabco	SS Scullery Sink		1	361	361
	Marketplace	Refrigerated Countertop	5 pan	2	1,000	2,000
Go Food Service	Turbo Air	47" Refrigerated Countertop	Salad Table w/ Sneeze Guard	1	977	977
Webstaurant	Curtis	SS Coffee Brewer w/Servers	GEM-12D-10	1	1,469	1,469
	Husky	Steel Storage Shelves	77 inch	5	169	845
Menards	Pfister Henlow	Kitchen Faucet	Two Handle Chrome	2	62	124

Menards	Canarm Ltd	Estella Chandelier	Gold 12 Light	4	294	1,176
Home Depot	Highland	Electric Fireplace	50 inch	1	529	529
	Compliance Signs	Open Sign	NHE-17843	1	55	55
	Kloreys	Accent Chair		4	212	850
	Service Ideas	Cold Brew N' Serve	3 Gallon	2	91	183
Bed/Bath Beyond	KitchenAid	Artisan 5 QT. Mixer		2	250	500
Bed/Bath Beyond	Cuisinart	Microwave oven	Sensor Cooking Invertor Technology	2	200	400
	Agnew Sign Co.	Remove awning and recover	Apply graphics and reinstall to building	1	3,495	3,495
	Home Depot	2 X 4 Ceiling Tile	Fiberboard	20 cases	44	873
	Home Depot	2 X 4 Ceiling Tile	Fiberboard	18 cases	44	786
					Total	\$30,723

*Please see the appendix for more details on specific items we are expecting to purchase.

Cash flows have been projected for the first 3 years of business.

Year 1 Revenue:

- Yogurt will be priced at .55 for one ounce of yogurt and topping. Average serving is 8 ounces. Project 1032 servings per month.
- Edible Cookie Dough will be priced at \$1 per ounce. Average serving size is 4 ounces. Project 1109 servings per month.
- Cookies will retail for \$1.50 per individual cookie to a box of six for \$7.80 and a box of 12 for \$15. Project 761 individual cookies, 76 boxes of 12, and 298 boxes of 6 per month. Beverages are projected at 1610 cups per month at a retail of \$2.
- Working capital of \$17000 left from the HELOC will be our reserve.

Expense:

- Direct labor includes 2 employees. One at 40 hour per week; the other at 32 hours per week.
- Payroll taxes estimated at 10% of direct labor.
- Credit card charge is 2.1% and the cost for lease of the equipment is \$34 per month.
- Owner, Alicia, expects to begin taking an owner draw in month 3 in the amount of \$1,000.
- COGs are calculated at 25%.
- Interest rate has been projected for HELOC which is interest only at 6.68% for the next few years.
- Although we have not been approved, we are excited to pursue the opportunity for a loan from the RLF in Owosso. We expect this loan to be \$50,000 at 3% interest over 10 years and is not reflected in the cash flow.



MEMORANDUM

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

DATE: March 12, 2020

TO: Owosso City Council

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

SUBJECT: OMS/DDA Revolving Loan Fund - Loan Approval

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for 800 W. Main Street for \$20,000.00 to The Vintage Barrel, LLC. - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

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

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

FISCAL IMPACTS:

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

RESOLUTION NO.

**AUTHORIZING RELEASE OF
OMS/DDA REVOLVING LOAN FUND LOAN MONIES TO
THE VINTAGE BARREL, LLC
FOR ELIGIBLE EXPENSES AT 109 N. WASHINGTON 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 February 17, 2020 a loan application was submitted to the OMS/DDA for a loan request from The Vintage Barrel, LLC for \$50,000.00 for interior build-out costs, signage, equipment purchases, and inventory costs associated with their business located at 109 N. Washington Street.

WHEREAS, on February 25, 2020 the OMS/DDA Design & Business Vitality Committee reviewed and approved the application, giving it an overall score of 40. This score is well above the 30 points required for consideration. The Committee determined the loan award for \$20,000.00.

WHEREAS, on March 4, 2020 the OMS/DDA Board of Directors approved the Design & Business Vitality 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 \$20,000.00 to The Vintage Barrel, LLC for interior buildout costs, signage, and equipment costs at 109 N. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is hereby authorized to release \$20,000.00 to The Vintage Barrel, LLC for the purpose stated.

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

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

APPLICANT NAME: JULIE CHAPKO/THE VINTAGE BARREL DATE REVIEWED: FEBRUARY 25, 2020

PROJECT ADDRESS: 109 N. WASHINGTON STREET

PROJECT SCOPE OF WORK: LOAN REQUEST - STORE SIGNAGE; INTERIOR BUILD-OUT; POINT OF SALE SYSTEM; NEW FLOORING; NEW LIGHTING; OPERATING EXPENSES.

GRANT REQUEST: \$0 LOAN REQUEST: UP TO \$40,000.00

APPROVED LOAN AMOUNT: \$20,000.00

Rationale Worksheet

Criteria	Score Range	Score	Explanation/Feedback:
Will proposed loan or grant dollars be used to leverage additional State/Federal Programs?	0-15	0	
Does the project help fulfill OMS Transformation Strategy?	0-10	10	Business use draws people from throughout the region.
Is the project supported by a relevant business plan?	0-10	10	Business Owners have worked with the SBDC in developing a comprehensive plan.
a) Does the project activate currently vacant or underutilized property within the district? OR b) Is the project an existing business expanding their product/services based on customer demand/feedback or new innovative items/new technologies.	0-10	10	Expanding into portions of their building that are currently underutilized.
Does the project have a well-articulated path to completion?	0-10	0	No formal plans/rendering were provided.
Does the project provide the best use/business type for the district?	0-10	10	Retail is a much needed use within the district.
Does the project have formal plans, site renderings, and/or cost estimates?	0-5	0	None were provided.
Does the project have adequate matching funds?	0-5	0	No additional funding sources were provided.
TOTAL=		40	

ADDITIONAL NOTES:

The Committee awarded \$20,000.00 to the business to aid in interior renovations of their current space, new store signage, and the purchase of a point-of-sale system. Awarded funds were *NOT* awarded for the purchase of inventory.

The Committee agreed to review a new application for the inventory OR {committee-recommended} website build-out costs after 12-months of operation with the current loan amount.

PROMISSORY NOTE

\$20,000.00

Dated: _____
At: Owosso, Michigan

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the City of Owosso, a Michigan municipal corporation, at its office at 301 West Main Street, Owosso, Michigan 48867, the principal sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), THE BALANCE OF A LOAN ISSUED on _____, in lawful money of the United States of America with interest thereon to be computed from JULY 1, 2020 at a rate per annum which is three percent (3%). From this date forward Principal and Interest shall be payable in 120 monthly installments of \$193.12 each, commencing on AUGUST 1, 2020, and continuing on the same day of each succeeding MONTH thereafter until JULY 1, 2030 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.

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

The Vintage Barrel, LLC.

By _____

Its: _____

City of Owosso
Mayor

By _____

Its: _____

DDA Loan Amortization Schedule

Enter values	
Loan amount	\$ 20,000.00
Annual interest rate	3.00 %
Loan period in years	10
Number of payments per year	12
Start date of loan	7/1/20
Optional extra payments	\$

Lender name: The Vintage Barrel

Loan summary	
Scheduled payment	\$ 193.12
Scheduled number of payment	120
Actual number of payment	120
Total early payments	\$ -
Total interest	\$ 3,174.58



Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	8/1/20	\$ 20,000.00	\$ 193.12	\$ -	\$ 193.12	\$ 143.12	\$ 50.00	\$ 19,856.88	\$ 50.00
2	9/1/20	19,856.88	193.12	-	193.12	143.48	49.64	19,713.40	99.64
3	10/1/20	19,713.40	193.12	-	193.12	143.84	49.28	19,569.56	148.93
4	11/1/20	19,569.56	193.12	-	193.12	144.20	48.92	19,425.36	197.85
5	12/1/20	19,425.36	193.12	-	193.12	144.56	48.56	19,280.81	246.41
6	1/1/21	19,280.81	193.12	-	193.12	144.92	48.20	19,135.89	294.62
7	2/1/21	19,135.89	193.12	-	193.12	145.28	47.84	18,990.60	342.45
8	3/1/21	18,990.60	193.12	-	193.12	145.64	47.48	18,844.96	389.93
9	4/1/21	18,844.96	193.12	-	193.12	146.01	47.11	18,698.95	437.04
10	5/1/21	18,698.95	193.12	-	193.12	146.37	46.75	18,552.58	483.79
11	6/1/21	18,552.58	193.12	-	193.12	146.74	46.38	18,405.84	530.17
12	7/1/21	18,405.84	193.12	-	193.12	147.11	46.01	18,258.73	576.19
13	8/1/21	18,258.73	193.12	-	193.12	147.47	45.65	18,111.25	621.83
14	9/1/21	18,111.25	193.12	-	193.12	147.84	45.28	17,963.41	667.11
15	10/1/21	17,963.41	193.12	-	193.12	148.21	44.91	17,815.20	712.02
16	11/1/21	17,815.20	193.12	-	193.12	148.58	44.54	17,666.61	756.56
17	12/1/21	17,666.61	193.12	-	193.12	148.95	44.17	17,517.66	800.73
18	1/1/22	17,517.66	193.12	-	193.12	149.33	43.79	17,368.33	844.52
19	2/1/22	17,368.33	193.12	-	193.12	149.70	43.42	17,218.63	887.94
20	3/1/22	17,218.63	193.12	-	193.12	150.07	43.05	17,068.56	930.99
21	4/1/22	17,068.56	193.12	-	193.12	150.45	42.67	16,918.11	973.66
22	5/1/22	16,918.11	193.12	-	193.12	150.83	42.30	16,767.28	1,015.95
23	6/1/22	16,767.28	193.12	-	193.12	151.20	41.92	16,616.08	1,057.87
24	7/1/22	16,616.08	193.12	-	193.12	151.58	41.54	16,464.50	1,099.41
25	8/1/22	16,464.50	193.12	-	193.12	151.96	41.16	16,312.54	1,140.57
26	9/1/22	16,312.54	193.12	-	193.12	152.34	40.78	16,160.20	1,181.35
27	10/1/22	16,160.20	193.12	-	193.12	152.72	40.40	16,007.47	1,221.75
28	11/1/22	16,007.47	193.12	-	193.12	153.10	40.02	15,854.37	1,261.77
29	12/1/22	15,854.37	193.12	-	193.12	153.49	39.64	15,700.89	1,301.41
30	1/1/23	15,700.89	193.12	-	193.12	153.87	39.25	15,547.02	1,340.66
31	2/1/23	15,547.02	193.12	-	193.12	154.25	38.87	15,392.76	1,379.53
32	3/1/23	15,392.76	193.12	-	193.12	154.64	38.48	15,238.12	1,418.01
33	4/1/23	15,238.12	193.12	-	193.12	155.03	38.10	15,083.10	1,456.11
34	5/1/23	15,083.10	193.12	-	193.12	155.41	37.71	14,927.68	1,493.81
35	6/1/23	14,927.68	193.12	-	193.12	155.80	37.32	14,771.88	1,531.13
36	7/1/23	14,771.88	193.12	-	193.12	156.19	36.93	14,615.69	1,568.06
37	8/1/23	14,615.69	193.12	-	193.12	156.58	36.54	14,459.11	1,604.60
38	9/1/23	14,459.11	193.12	-	193.12	156.97	36.15	14,302.13	1,640.75
39	10/1/23	14,302.13	193.12	-	193.12	157.37	35.76	14,144.77	1,676.51
40	11/1/23	14,144.77	193.12	-	193.12	157.76	35.36	13,987.01	1,711.87
41	12/1/23	13,987.01	193.12	-	193.12	158.15	34.97	13,828.85	1,746.83
42	1/1/24	13,828.85	193.12	-	193.12	158.55	34.57	13,670.30	1,781.41
43	2/1/24	13,670.30	193.12	-	193.12	158.95	34.18	13,511.36	1,815.58
44	3/1/24	13,511.36	193.12	-	193.12	159.34	33.78	13,352.02	1,849.36
45	4/1/24	13,352.02	193.12	-	193.12	159.74	33.38	13,192.27	1,882.74
46	5/1/24	13,192.27	193.12	-	193.12	160.14	32.98	13,032.13	1,915.72
47	6/1/24	13,032.13	193.12	-	193.12	160.54	32.58	12,871.59	1,948.30
48	7/1/24	12,871.59	193.12	-	193.12	160.94	32.18	12,710.65	1,980.48
49	8/1/24	12,710.65	193.12	-	193.12	161.34	31.78	12,549.30	2,012.26
50	9/1/24	12,549.30	193.12	-	193.12	161.75	31.37	12,387.56	2,043.63
51	10/1/24	12,387.56	193.12	-	193.12	162.15	30.97	12,225.40	2,074.60
52	11/1/24	12,225.40	193.12	-	193.12	162.56	30.56	12,062.85	2,105.16
53	12/1/24	12,062.85	193.12	-	193.12	162.96	30.16	11,899.88	2,135.32
54	1/1/25	11,899.88	193.12	-	193.12	163.37	29.75	11,736.51	2,165.07
55	2/1/25	11,736.51	193.12	-	193.12	163.78	29.34	11,572.73	2,194.41
56	3/1/25	11,572.73	193.12	-	193.12	164.19	28.93	11,408.54	2,223.34
57	4/1/25	11,408.54	193.12	-	193.12	164.60	28.52	11,243.94	2,251.86
58	5/1/25	11,243.94	193.12	-	193.12	165.01	28.11	11,078.93	2,279.97
59	6/1/25	11,078.93	193.12	-	193.12	165.42	27.70	10,913.50	2,307.67
60	7/1/25	10,913.50	193.12	-	193.12	165.84	27.28	10,747.67	2,334.96

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
61	8/1/25	10,747.67	193.12	-	193.12	166.25	26.87	10,581.41	2,361.82
62	9/1/25	10,581.41	193.12	-	193.12	166.67	26.45	10,414.75	2,388.28
63	10/1/25	10,414.75	193.12	-	193.12	167.08	26.04	10,247.66	2,414.32
64	11/1/25	10,247.66	193.12	-	193.12	167.50	25.62	10,080.16	2,439.93
65	12/1/25	10,080.16	193.12	-	193.12	167.92	25.20	9,912.24	2,465.13
66	1/1/26	9,912.24	193.12	-	193.12	168.34	24.78	9,743.90	2,489.92
67	2/1/26	9,743.90	193.12	-	193.12	168.76	24.36	9,575.14	2,514.28
68	3/1/26	9,575.14	193.12	-	193.12	169.18	23.94	9,405.95	2,538.21
69	4/1/26	9,405.95	193.12	-	193.12	169.61	23.51	9,236.34	2,561.73
70	5/1/26	9,236.34	193.12	-	193.12	170.03	23.09	9,066.31	2,584.82
71	6/1/26	9,066.31	193.12	-	193.12	170.46	22.67	8,895.86	2,607.48
72	7/1/26	8,895.86	193.12	-	193.12	170.88	22.24	8,724.98	2,629.72
73	8/1/26	8,724.98	193.12	-	193.12	171.31	21.81	8,553.67	2,651.54
74	9/1/26	8,553.67	193.12	-	193.12	171.74	21.38	8,381.93	2,672.92
75	10/1/26	8,381.93	193.12	-	193.12	172.17	20.95	8,209.76	2,693.88
76	11/1/26	8,209.76	193.12	-	193.12	172.60	20.52	8,037.17	2,714.40
77	12/1/26	8,037.17	193.12	-	193.12	173.03	20.09	7,864.14	2,734.49
78	1/1/27	7,864.14	193.12	-	193.12	173.46	19.66	7,690.68	2,754.15
79	2/1/27	7,690.68	193.12	-	193.12	173.89	19.23	7,516.78	2,773.38
80	3/1/27	7,516.78	193.12	-	193.12	174.33	18.79	7,342.45	2,792.17
81	4/1/27	7,342.45	193.12	-	193.12	174.77	18.36	7,167.69	2,810.53
82	5/1/27	7,167.69	193.12	-	193.12	175.20	17.92	6,992.49	2,828.45
83	6/1/27	6,992.49	193.12	-	193.12	175.64	17.48	6,816.84	2,845.93
84	7/1/27	6,816.84	193.12	-	193.12	176.08	17.04	6,640.77	2,862.97
85	8/1/27	6,640.77	193.12	-	193.12	176.52	16.60	6,464.25	2,879.57
86	9/1/27	6,464.25	193.12	-	193.12	176.96	16.16	6,287.28	2,895.73
87	10/1/27	6,287.28	193.12	-	193.12	177.40	15.72	6,109.88	2,911.45
88	11/1/27	6,109.88	193.12	-	193.12	177.85	15.27	5,932.03	2,926.73
89	12/1/27	5,932.03	193.12	-	193.12	178.29	14.83	5,753.74	2,941.56
90	1/1/28	5,753.74	193.12	-	193.12	178.74	14.38	5,575.01	2,955.94
91	2/1/28	5,575.01	193.12	-	193.12	179.18	13.94	5,395.82	2,969.88
92	3/1/28	5,395.82	193.12	-	193.12	179.63	13.49	5,216.19	2,983.37
93	4/1/28	5,216.19	193.12	-	193.12	180.08	13.04	5,036.11	2,996.41
94	5/1/28	5,036.11	193.12	-	193.12	180.53	12.59	4,855.58	3,009.00
95	6/1/28	4,855.58	193.12	-	193.12	180.98	12.14	4,674.60	3,021.14
96	7/1/28	4,674.60	193.12	-	193.12	181.44	11.69	4,493.16	3,032.82
97	8/1/28	4,493.16	193.12	-	193.12	181.89	11.23	4,311.27	3,044.06
98	9/1/28	4,311.27	193.12	-	193.12	182.34	10.78	4,128.93	3,054.83
99	10/1/28	4,128.93	193.12	-	193.12	182.80	10.32	3,946.13	3,065.16
100	11/1/28	3,946.13	193.12	-	193.12	183.26	9.87	3,762.87	3,075.02
101	12/1/28	3,762.87	193.12	-	193.12	183.71	9.41	3,579.16	3,084.43
102	1/1/29	3,579.16	193.12	-	193.12	184.17	8.95	3,394.99	3,093.38
103	2/1/29	3,394.99	193.12	-	193.12	184.63	8.49	3,210.35	3,101.86
104	3/1/29	3,210.35	193.12	-	193.12	185.10	8.03	3,025.26	3,109.89
105	4/1/29	3,025.26	193.12	-	193.12	185.56	7.56	2,839.70	3,117.45
106	5/1/29	2,839.70	193.12	-	193.12	186.02	7.10	2,653.68	3,124.55
107	6/1/29	2,653.68	193.12	-	193.12	186.49	6.63	2,467.19	3,131.19
108	7/1/29	2,467.19	193.12	-	193.12	186.95	6.17	2,280.23	3,137.36
109	8/1/29	2,280.23	193.12	-	193.12	187.42	5.70	2,092.81	3,143.06
110	9/1/29	2,092.81	193.12	-	193.12	187.89	5.23	1,904.92	3,148.29
111	10/1/29	1,904.92	193.12	-	193.12	188.36	4.76	1,716.56	3,153.05
112	11/1/29	1,716.56	193.12	-	193.12	188.83	4.29	1,527.73	3,157.34
113	12/1/29	1,527.73	193.12	-	193.12	189.30	3.82	1,338.43	3,161.16
114	1/1/30	1,338.43	193.12	-	193.12	189.78	3.35	1,148.66	3,164.51
115	2/1/30	1,148.66	193.12	-	193.12	190.25	2.87	958.41	3,167.38
116	3/1/30	958.41	193.12	-	193.12	190.73	2.40	767.68	3,169.77
117	4/1/30	767.68	193.12	-	193.12	191.20	1.92	576.48	3,171.69
118	5/1/30	576.48	193.12	-	193.12	191.68	1.44	384.80	3,173.14
119	6/1/30	384.80	193.12	-	193.12	192.16	0.96	192.64	3,174.10
120	7/1/30	192.64	193.12	-	192.64	192.16	0.48	0.00	3,174.58

OWOSSO MAIN STREET



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

301 W Main Street, Owosso, MI | 989.413.3344 | downtownowosso@gmail.com | www.downtownowosso.org

****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: Julie Chapko
ADDRESS: 109 N. Washington St. Owosso
BEST PHONE #: 989-980-1744 ☐ Business ☒ Mobile ☐ Home
EMAIL: VintageBarrel@yahoo.com

BUSINESS INFORMATION:

BUSINESS IS:

☐ New

☒ Existing - Years in Continuous Operation 2 ; Years in Current Location 1

FACILITY/BUILDING IS: ☐ Owned ☒ Leased ☐ Rented ☐ Looking for Space ☐ N/A

PROPERTY IS: ☐ Owned by Business ☐ Owned by Applicant

☒ Owned by Other Wmptem Investment ☐ Looking for Land ☐ N/A

LEGAL NAME: The Vintage Barrel

DBA (if different): _____ EIN # (if applicable): 82-3167959

ADDRESS: 109 N. Washington St. Owosso, MI 48867

PHONE: 989-980-1744 WEBSITE: TheVintageBarrel.com

NATURE/TYPE/CATEGORY OF BUSINESS: Retail / Resale

TAX CLASSIFICATION OF BUSINESS:

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

APPROXIMATE ANNUAL REVENUE: \$ _____

CURRENT EMPLOYEES: # Full-Time 0 # Part-Time 0

WILL LOAN CREATE ADDITIONAL JOBS? ☐ No ☒ Yes - How Many?: FT _____ /PT 1

LIST OTHER INVESTORS/OWNERS IF APPLICABLE:

Name: _____ Name: _____

Name: _____ Name: _____

CONTINUE TO NEXT PAGE

LOAN REQUEST INFORMATION:

PURPOSE/SPECIFIC USES OF LOAN/GRANT:

Fix floors, Lighting, office space. Continue to
Build mini Shops/spaces for lease. Operating
expenses, new POS & computers. Signage for Store
front.

TOTAL PROJECT COST: \$ 40,000 LOAN AMOUNT REQUESTED: \$ 40,000
ESTIMATED START DATE: 3-1-2020 ESTIMATED COMPLETION DATE: 6-1-2020
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$ 0 Time
AMOUNT FOR WHICH YOU HAVE ALREADY SECURED FINANCING: \$ 0

*If project's purpose is upper story residential development, grants may be available -
please check all that are involved if this is project's purpose:*

- ☐ Architecture Services ☐ Elevator ☐ Fire Suppression
☐ Professional Services-Access Study

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

- ☒ Completed RLF Application Form
☒ Business plan ☐ All existing lien holder agreements (if applicable)

Note: 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: Julie Chapko Date Signed: 2-17-2020

Owosso Main Street/DDA Only:

Application Received By: [Signature] Date Received: 2/18/20

****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.****



MEMORANDUM

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

DATE: March 29, 2020

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Michigan Department of Transportation (MDOT Trunkline Maintenance Contract No. 2019-0748 Renewal

RECOMMENDATION:

Approval of the resolution authorizing the Director of Public Services to sign the 5 Year Trunkline Maintenance Contract for October 1, 2019 thru September 30, 2024.

BACKGROUND:

MDOT updates and renews maintenance contracts every five years, for those municipalities performing state trunkline right of way maintenance services on its state highways.

This 5 year contract had been previously reviewed and submitted for renewal in 2019. However, MDOT now requires a separate resolution authorizing who may sign the contract on behalf of the city of Owosso. This is in addition to the resolution authorizing the Director of Public Services by name, as the Street Administrator, also filed with the MDOT in 2016.

FISCAL IMPACTS:

There is no fiscal impact to approving the resolution. This resolution simply formalizes the authorization process for MDOT as to who may sign the 5 year contract renewal.

ATTACHMENT: MDOT Resolution for Governmental Agencies

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR
MAINTENANCE OF STATE TRUNKLINES
WITHIN THE CITY LIMITS**

WHEREAS, within the city limits of Owosso, Shiawassee County, Michigan, there are several state trunklines (M-21, M-52, M-71) and bridges owned by the State of Michigan; and

WHEREAS, these trunklines require constant maintenance and the Michigan Department of Transportation (MDOT) has found that contracting with the City for maintenance of said trunklines and bridges is in the best interest of the public; and

WHEREAS, MDOT has presented the City with Contract No. 2019-0748 formalizing the responsibilities and duties of each party, with a term from October 1, 2019 through September 30, 2024.

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

- FIRST: The State Trunkline Maintenance Contract No. 2019-0748 with the Michigan Department of Transportation for the term of October 1, 2019 through September 30, 2024 is hereby approved.
- SECOND: That Director of Public Services Glenn M. Chinavare is hereby designated as the Contract Administrator.
- THIRD: That the Director of Public Services Glenn M. Chinavare is hereby authorized to execute the document as attached, Exhibit A, State Trunkline Maintenance Contract No. 2019-0748.

CONTRACT NO.
REGION:
AGENDA: DAB

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for “show-up time” (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.
- It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of _____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 - 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

BY: _____
TITLE:

BY: _____
TITLE:



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A
MICHIGAN DEPARTMENT OF TRANSPORTATION
MUNICIPALITY CONTRACT
DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD RESOLUTION 2017-2 PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS AND RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	<p>Not required</p> <p>Note: Emergency contracts \$250,000 or greater require SAB approval.</p>
	\$500,000 or greater	<p>Required prior to the start of work</p> <p>Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this _____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ *inches* or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance



MEMORANDUM

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

DATE: March 30, 2020

TO: City Council

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

SUBJECT: Engineering Services - Water Main Construction Projects - Amendment No. 2

RECOMMENDATION:

Approval of proposal submitted by Orchard, Hiltz, and McClement (OHM) Advisors of Livonia, Michigan, for water main design and construction administrative services in the amount of \$178,110.00.

BACKGROUND:

City council approved on July 1, 2019 an agreement for professional engineering services with OHM, for design and administrative services for water main and street rehabilitation projects in the amount of \$188,800.00 for the 2020 Street Rehabilitation and Drinking Water Revolving Fund (DWRF) Water Main Replacement project year. City council approved Amendment No. 1 to the July 1, 2019 agreement on January 21, 2020 in the amount of \$26,730.00 for additional construction administration services applicable to the DWRF 2020 water main schedule.

Staff requested OHM to submit a proposal for water main design and construction administration services for the 2021 DWRF water main replacement projects. DWRF water main projects have required submission dates for plan review and bid specification approvals by the state of Michigan. Therefore planning for 2021 projects must begin by April 1, 2020.

FISCAL IMPACTS:

The additional services proposed for DWRF applicable services are chargeable to the FY 2019-2020 and 2020-2021 Water Fund account 591-901-972.000, in the amount of \$178,110.00.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution
(2) OHM Proposal

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO
ADDENDUM NO. 10, 2020 STREET PROGRAM – ENGINEERING SERVICES CONTRACT
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 for the provision of engineering services for the 2020 Street Program by the adoption of Resolution No. 101-2019 on July 1, 2019; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for providing water main design and construction administration services for water main replacements as defined in the Drinking Water Revolving Fund (DWRF) 2021 Project Plan.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution No. 101-2019 on July 1, 2019 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors, to include additional services in the amount of \$47,660.00 for engineering design of 2021 DWRF project water mains, and further services in the amount of \$130,450.00 for 2021 DWRF construction administration services.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$178,110.00 for 2021 DWRF water main engineering design and construction administration services.
- THIRD: The above additional services in the amount of \$178,110.00 shall be paid from the FY2019-2020 and FY2020-2021 Water Funds Accounts 591-901-972.000 upon satisfactory completion of the work or portion thereof.

March 30, 2020

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

RE: Proposal for Professional Services
2021 Water Main Replacement Project

Dear Mr. Chinavare:

In response to the City's commitment and desire to improve its public utility infrastructure, OHM Advisors is pleased to submit this proposal to assist the City with upgrades to their water distribution system. Our letter proposal for professional services contains sections that outline our strategy to accomplish the project objectives. These sections include our Project Understanding, Scope of Services, Project Deliverables, Assumptions, Project Fee and Schedule for the anticipated improvements.

PROJECT UNDERSTANDING

As part of the City's 2021 Water Main Replacement Project, the City will upgrade public water main with only necessary repairs to existing pavement. The project construction work will take place at the following locations:

- Center Street / W. King Street to W. North Street
- Clyde Street / Walnut Street to Shiawassee Street
- Lynn Street / W. End to Howell Street
- Milwaukee Street / S. Lyon Street to S. Cedar Street
- Huron Street / Huggins Street to E. End

This proposal includes professional services for the following:

Provide SHPO, survey, design engineering, and permitting for water main replacement along with construction services for water main upgrades of the following:

Center Street / W. King Street to W. North Street	FT	2,863
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Provide SHPO and construction services for water main upgrades of the following:

Clyde Street / Walnut Street to Shiawassee Street
Lynn Street / W. End to Howell Street
Milwaukee Street / S. Lyon Street to S. Cedar Street
Huron Street / Huggins Street to E. End



For the Center Street project, we understand the City will incorporate our water main construction plans, technical specifications, and water main pay items into the construction contract that will be prepared by City staff. The City will also handle the bidding process and contract award for the work.

We further understand that these upgrades are taking place within established neighborhoods with mature trees/landscaping, and the alignment and construction methodology for installation of the water main is important to the City and residents in these areas.

SCOPE OF SERVICES

Our scope of services for the overall work effort is as follows:

I. Water Main Design and Permitting

Preliminary Engineering

Under this phase of work, OHM Advisors will provide a streamlined work effort to address challenges early in the project and provide for an efficient timeline into further stages of the design. Specific work tasks would include the following:

- Prepare SHPO application documents for the proposed water main work.
- Perform a topographic survey of the area including obtaining ground elevations and visible site features.
- Prepare base plans with visible utilities and those utilities available on plans from the appropriate utility providers using the topographic survey prepared by OHM Advisors. Coordinate horizontal control with city staff for consistency with the City's geodatabase.
- Meet with the City to review the preliminary alignment and cost estimate for the water main and assess maintaining traffic plan options. Discuss any outstanding questions regarding past water main work, as well as background information provided to OHM Advisors.
- Finalize the horizontal design of the water main route.
- Prepare an updated Opinion of Construction Cost based on the updated design of the water main.
- Prepare a preliminary maintaining traffic plan.

Final Design Engineering and Construction Permitting

Under this phase of work, OHM Advisors will provide detailed design, prepare technical specifications, opinion of probable cost and contract pay items for water main related items, and submit construction permits for the proposed water main. Specific work tasks would include the following:

- Prepare plan and profile drawings of the water main in conformance with City and EGLE Standards.



- Provide City Standard Detail Sheets regarding public water main construction, as well as any necessary custom details.
- Provide permit submittals with permit application and plans/attachments to relevant agencies for the project. The following permit submittals are anticipated:
 - Soil Erosion and Sedimentation Control Permit.
 - EGLE PA 399 Water System Construction Permit.
- Prepare a Final Opinion of Construction Cost for the water main portion on Center Street.
- Finalize the maintaining traffic plan for the duration of construction.

II. Construction Services

The OHM team will provide construction engineering services for the projects identified above. Specific work tasks would include the following:

- Project administration.
- Coordination with utilities and agencies.
- Inspection.
- SESC inspection.
- Construction staking.
- Material testing of concrete, aggregate and HMA.
- Density testing of trench backfill and pavement layers.
- Facilitation of bi-weekly progress meetings.
- Measurement, computation, and documentation of quantities.
- Reporting and record keeping.
- Finalization of project documentation.

OHM will oversee to determine whether contract service requirements are met. The Construction Project Manager will provide oversight of contract responsibilities and serve as the liaison between the Contractor and City. Routine tasks include the following:

- As-needed site visits to review critical items, site conditions, progress and resolve contentious issues.
- Run bi-weekly scheduled progress meetings, both formal and onsite.
- Coordinate between construction contractors, subconsultants, and other public and private entities.
- Coordinate with utility companies.
- Review material testing reports as work progresses.
- Provide the City with weekly written progress reports on the project.
- Monitor project construction schedule.
- Coordinate material / laboratory testing.
- Communicate with field technicians and office technician daily to review current items and issues.
- Resolve problems, issues, discrepancies or other items brought to the attention of the team by the Contractor, including written documentation of findings or resolutions to these issues.
- Coordinate and complete the final inspection and create / monitor a punch list of items that the Contractor needs to complete.



Office technician / lead field representative will complete administration and office technician tasks for the project. Responsibilities will include:

- Prepare bi-weekly pay estimates for review and approval of the Project Manager and City.
- Work with the City Project Manager on the closeout process.
- Develop contractor outstanding documentation correspondence.

Field technicians will perform daily onsite inspection. They are the daily onsite eyes and ears of our Project Manager and City Project Manager. Responsibilities will include the following:

- Complete required paperwork daily and submit it to the project office technician on a regularly scheduled basis.
- Communicate with the adjacent property owners to keep them informed as to schedule, upcoming activities, changes in staging, deal with questions or issues, and develop a direct line of communication.
- Review and monitor all traffic control devices.
- Work with the Project Manager and the contractor's field representative to ensure quantities are agreed upon on a regular basis.
- Develop as-built plans as the project progresses, documenting field changes, actual utility locations, substantial quantity changes and water service lead material type outside the right-of-way.
- Complete material testing for field or laboratory tests to verify materials placed meet the requirements of the contract including, but not limited to, concrete, density testing, aggregate sampling and testing, and HMA sampling and testing.

PROJECT DELIVERABLES

OHM Advisors will provide the City with the following deliverables consistent with the scope of work:

- Preliminary water main layout plan and opinion of construction cost on Center Street for City review.
- Water main plan and profile drawings, updated opinion of construction cost, and maintaining traffic plan at the 50% stage of work for City review.
- Final water main construction plans, contract pay items, final cost opinion, and final maintaining traffic plan for water main work on Center Street.
- Record drawings of each street that reflect as-constructed conditions.

CLARIFICATIONS AND ASSUMPTIONS

The following assumptions are part of our proposal, in addition to any assumptions noted within our scope of work section:

- OHM Advisors will submit a Miss Dig design ticket and coordinate with utility companies to request utility mapping within the Center Street corridor.



- The City has prepared the soil boring logs for Center Street. This information will be provided to OHM Advisors to be used for the water main design engineering.
- We assume that water services will be installed up to the ROW line with a new stop box provided as part of this project. Extension of water main services to the house on private property would be part of a separate City or resident work effort.
- The City will pay any necessary permit fees.
- Currently, we do not anticipate the need for any easements as part of this project.
- No road or drainage related improvements will be incorporated into the water main design engineering.
- Maintaining traffic plans (with exception to Center St. water main work) will be prepared by City staff.

FEE & SCHEDULE

The services outlined above will be performed on an hourly basis with a total not-to-exceed fee for the sum of all tasks outlined in our scope of work. An estimated amount per task is listed in the table below as a summary of our fee, based on our 2020 Hourly Rate Schedule for public projects. The total Not-to-Exceed Fee for this current scope of work shown in the summary below is **\$178,110** (see Effort Matrix breakdown attached, identifying key staff positions with titles and estimated hours of effort for each team member; altogether with summarization of total estimated hours).

	Fee
I. Water Main Design and Permitting	\$ 47,660
II. Construction Services*	<u>\$ 130,450</u>
	\$ 178,110

**Construction observation budget assumes a 20-week schedule. Final construction observation fee would be based on the contractor's actual schedule.*

Based on our meetings with the City, second quarter funding through the DWRF program for 2021 is preferred. A typical second quarter DWRF funding schedule is summarized below. As can be seen in this schedule, the design engineering and contract award phase must be completed by February of 2021 to allow for a loan closing in March of 2021. We recommend a six-month schedule for the design, bidding and award phase of this project. Based on that, the city should begin the design phase in July of this year.

Council Award – Construction Contract**	Feb. 1, 2021
EGLE Order of Approval	Feb. 26, 2021
LOAN CLOSING	March 2021

***The construction contract must be awarded prior to the loan closing*

OHM Advisors®

201 EAST ELLSWORTH STREET, UNIT 100
MIDLAND MICHIGAN 48640

T 989.956.2020 OHM-Advisors.com



ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to another successful project with the city.

Sincerely,
OHM Advisors

Andrew VanWormer, P.E.
Project Manager

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

City of Owosso
CLIENT

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

Attachments: [Effort Matrix / Project Timeline]



MEMORANDUM

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

DATE: March 30, 2020
TO: City Council
FROM: Glenn M. Chinavare, Director of Public Services & Utilities
SUBJECT: Emergency Repair of Sanitary Sewer - Center Street

RECOMMENDATION:

Approval of emergency repair services provided by Champagne & Marx Excavating of Saginaw, Michigan in the amount of \$20,608.24.

BACKGROUND:

The city of Owosso is currently under contract with Inland Waters/IPR performing sanitary sewer rehabilitation services throughout the city. During a slip lining repair process, the cured in place liner collapsed and hardened blocking the sewer flows. Bypass pumping was immediately implemented to maintain services to area residents pending repairs.

Since IPR did not have the necessary equipment available to perform this emergency repair and was unable to locate another contractor in a timely manner. City staff was able to summon the assistance of the Champagne & Marx working for Memorial Hospital, who was able to respond in a few days.

Payment to Champagne & Marx will be provided from the city sewer fund, and deducted from the IPR contract as reimbursement.

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

FISCAL IMPACTS:

Services will be funded from the FY2019-2020 Wastewater Fund Account 590-901-973.000.

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

Attachments: (1) Resolution
(2) Champagne & Marx Excavation Invoice

RESOLUTION NO.

**AUTHORIZING EMERGENCY REPAIR OF SANITARY SEWER PIPE PROVIDED BY
CHAMPAGNE AND MARX EXCAVATING, INC. OF SAGINAW, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to provide wastewater collection services to city customers in compliance with city ordinances and the NPDES discharge permit issued by the state of Michigan, and

WHEREAS, the ability to provide uninterrupted wastewater collection services during a trenchless slip lining rehabilitation process was compromised when the slip lining material became hardened blocking the flow of wastewater, and

WHEREAS, emergency repairs were required to correct the blockage and restore normal wastewater collection services, and

WHEREAS, the City Director of Public Services and Utilities determined the necessity for the emergency repair, acquired the necessary services to restore wastewater collection services, and has reviewed the cost of emergency services provided by Champagne & Marx Excavating, and recommends authorizing payment for these services in the amount of \$20,608.74.

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 was necessary to repair the sanitary sewer line along Center Street on an emergency basis utilizing a construction company providing services at the hospital in the amount of \$20,608.74.
- SECOND: The contract for said emergency repair is in the form of a Champagne and Marx Excavating, Inc. invoice and a City Purchase Order.
- THIRD: The accounts payable department is authorized to submit payment to Champagne and Marx Excavating, Inc. in the amount of \$20,608.74.
- FOURTH: The above expenses shall be paid from the FY2019-2020 sewer fund account no. 590-901.973.000.



CITY OF OWOSSO
301 W. MAIN ST

INVOICE #: 22320
INV. DATE: 3/24/2020
DUE DATE: 4/23/2020

OWOSSO MI 48867

20-05
OWOSSO SEWER REPAIR
PO#

Quantity	Units	Description	Price	Extended Price
1.00	LS	EMERGENCY REPAIR SANITARY SEWER CENTER ST. SEE ATTACHED DETAIL ATTN: GLEN CHINAVARE	20,608.74	20,608.74

-We will appreciate your cooperation in paying your account promptly. Any account not paid after 30 days from date of invoice will be considered delinquent. -The Finance Charge is computed by a periodic rate of one and one-half percent per month which is an annual percentage rate of eighteen percent. -The finance charge is computed on the adjusted balance. The adjusted balance is the previous balance less payments and credits appearing on this statement.

Subtotals:	20,608.74
Sales Tax:	0.00
Retainage:	0.00
Net Amount Due:	20,608.74

CITY OF OWOSSO

SEWER REHABILITATION PROJECT

EMERGENCY REPAIR OF SANITARY SEWER ON CENTER STREET

OHM JN: 0020-18-0030

**OHM RECORDS OF TIME & MATERIALS FOR CHAMPAGNE & MARX WORK****LABOR**

<u>CLASS</u>	<u>EMPLOYEE NAME</u>	<u>ST HOURS</u>	<u>ST RATE</u>	<u>OT HOURS</u>	<u>OT RATE</u>	<u>TOTAL</u>
FOREMAN	R. GILTROP	11	\$ 89.91	1	\$ 125.87	\$ 1,114.88
OPERATOR	R. MCKILLOP	11	\$ 86.22	1	\$ 120.71	\$ 1,069.13
OPERATOR	J. PRELL	11	\$ 86.22	1	\$ 120.71	\$ 1,069.13
OPERATOR	C. LEACH	11	\$ 86.22	2	\$ 120.71	\$ 1,189.84
LABORER	Z. GILTROP	11	\$ 59.61	1	\$ 83.46	\$ 739.17
LABORER	N. FULGENCIO	11	\$ 59.61	1	\$ 83.46	\$ 739.17
LABORER	J. SNELENBERGER	11	\$ 59.61	1	\$ 83.46	\$ 739.17
TOTAL LABOR:						\$ 6,660.49

EQUIPMENT

<u>NAME</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>TOTAL</u>
CAT 323 EXCAVATOR	11	\$ 105.00	\$ 1,155.00
CAT 308 EXCAVATOR	11	\$ 49.00	\$ 539.00
CAT 938 LOADER	11	\$ 70.00	\$ 770.00
TANDEM WITH TRAILER	10	\$ 120.00	\$ 1,200.00
TRAIN WITH DRIVER	16	\$ 123.00	\$ 1,968.00
PICK-UP TRUCK (TOOLS)	10	\$ 15.00	\$ 150.00
HYDRO-VAC TRUCK	0	\$ 185.00	\$ -
SUB-TOTAL EQUIPMENT:			\$ 5,782.00

RENTALS

<u>ITEM</u>	<u>DAYS</u>	<u>RATE/DAY</u>	<u>TOTAL</u>
TRENCH BOX	1	\$ 800.00	\$ 800.00
SHEETING	1	\$ 100.00	\$ 100.00
2-2" TRASH PUMPS	1	\$ 150.00	\$ 150.00
SUB-TOTAL RENTALS:			\$ 1,050.00

MATERIALS

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
CLASS 2 SAND	\$ 47.00	CY	\$ 7.75	\$ 364.25
6A	\$ 45.00	CY	\$ 23.50	\$ 1,057.50
21AA	\$ 45.00	CY	\$ 20.50	\$ 922.50
8 INCH DIA SDR-26 PIPE	\$ 14.00	FT	\$ 8.00	\$ 112.00
8 INCH FERNCO	\$ 2.00	EACH	\$ 80.00	\$ 160.00
SUB-TOTAL MATERIALS:				\$ 2,616.25

PROJECT CHARGES

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
MOBILIZATION	1	\$ 2,000.00	\$ 2,000.00
PPE	1	\$ 2,500.00	\$ 2,500.00
SUB-TOTAL CHARGES:			\$ 4,500.00

TOTAL ALL PROJECT CHARGES: \$ 20,608.74



MEMORANDUM

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

DATE: March 27, 2020

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: 2020 Retaining Wall Project-Reject the bid received

RECOMMENDATION:

Approval to reject the bid received from Gordon Construction Services, Inc., Lansing MI. (a.k.a. G2 Contracting Inc., Perry, MI) for the reconstruction of retaining wall along the Shiawassee River, adjacent to City Hall.

BACKGROUND:

On Tuesday, March 17, 2020, the City received bids from interested contractors for its Retaining Wall Project. A tabulation of the one bid received is attached for consideration. The bid is significantly higher than the engineer's estimate and project budget. The vendor failed to meet the experience requirements of the bid proposal. City engineering is ready to revise the bid specifications so as to increase bidder interest while yet producing a quality product for the public. Therefore, recommendation is to reject the bid received from Gordon Construction Services, Inc. and rebid the project.

FISCAL IMPACTS:

There is no fiscal impact with rejecting the bid received.

ATTACHMENTS:

- (1) Resolution, Retaining Wall Project
- (2) Bid Tabulation, Retaining Wall Project
- (3) Proposal Gordon Construction Services, Inc.
- (4) Bidder Qualifications Submittal, Gordon Construction Services, Inc.

RESOLUTION NO.

**AUTHORIZING THE REJECTION OF ALL BIDS FOR
THE 2020 RETAINING WALL PROJECT**

WHEREAS, the city of Owosso sought bids for reconstruction of its retaining wall along the Shiawassee River, adjacent to City Hall; and

WHEREAS, the one bid received is in excess of the engineer's estimate and available funds to perform said work; and

WHEREAS, the bidder did not fulfill the minimum qualifications and experience requirements as set forth within the bid documents.

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 reject the bid received from Gordon Construction Services, Inc. for the 2020 Retaining Wall Project.

SECOND: The City of Owosso Public Services Department is to revise the bid documents so as to increase bidder interest while yet producing a quality product for the public.

CITY OF OWOSSO BID TABULATION SHEET

DATE 3/17/2020DEPT. EngineeringSUBJECT: 2020 Retaining Wall Project**Bid Contained Math Error**

				Engineer's Estimate		Gordon Construction Services 2929 Covington Ct Lansing, MI 48912			
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Geotechnical Investigation and Design	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 3,487.50	\$ 3,487.50		\$ -
2	Mobilization, Max \$7,500	1	LSUM	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00		\$ -
3	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$ 100.00	\$ 200.00	\$ 232.50	\$ 465.00		\$ -
4	Erosion Control, Silt Fence	275	Ft	\$ 3.00	\$ 825.00	\$ 7.75	\$ 2,131.25		\$ -
5	Structures, Rem	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 13,950.00	\$ 13,950.00		\$ -
6	Sidewalk, Rem	225	Syd	\$ 10.00	\$ 2,250.00	\$ 34.10	\$ 7,672.50		\$ -
7	Anchor Wall Retaining Wall System, Complete	1	LSUM	\$ 120,000.00	\$ 120,000.00	\$ 162,156.35	\$ 162,156.35		\$ -
8	Sidewalk, Conc, 6 inch	1560	Sft	\$ 6.50	\$ 10,140.00	\$ 7.16	\$ 11,169.60		\$ -
9	Turf Establishment, Performance	175	Syd	\$ 6.00	\$ 1,050.00	\$ 13.33	\$ 2,332.75		\$ -
TOTAL BASE BID:				\$ 162,665.00		\$ 211,564.95			\$ -

Alternate Bid: Additional Sidewalk and turf restoration work

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
101	Sidewalk, Rem	160	Syd	\$ 10.00	\$ 1,600.00	\$ 34.10	\$ 5,456.00		\$ -
102	Sidewalk, Conc, 6 inch	2,215	Sft	\$ 6.50	\$ 14,397.50	\$ 7.16	\$ 15,859.40		\$ -
103	Turf Establishment, Performance	350	Syd	\$ 6.00	\$ 2,100.00	\$ 13.33	\$ 4,665.50		\$ -
TOTAL ALTERNATE BID:				\$ 18,097.50		\$ 25,980.90			\$ -
TOTAL BASE + ALTERNATE BID:				\$ 180,762.50		\$ 237,545.85			\$ -

DEPT.
HEAD: _____

GENERAL LIABILITY INSURANCE

EXPIRATION DATE: _____

AWARDED: _____

PURCH.
AGENT: _____

WORKERS COMPENSATION INSURANCE

EXPIRATION DATE: _____

COUNCIL
APPROVED: _____STAFF
REC.: _____

SOLE PROPRIETORSHIP

EXPIRATION DATE: _____

PO NUMBER: _____

BIDDER QUALIFICATION SUBMITTAL:

Bidder must be experienced in installation of large segmented block retaining wall systems. Bidder is required to complete and submit this questionnaire demonstrating qualified experience. Qualified experience must be minimum 100,000 square feet of successful installation of large segmented block retaining wall systems. Please include a spreadsheet of in-place installation of segmented block retaining wall systems, along with area amounting to 100,000 square feet (minimum), location, owner name and contact information. Failure to satisfactorily complete the questionnaire to satisfaction of City of Owosso may be grounds for rejection of bid proposal.

The signatory of this proposal guarantees the truth and accuracy of all statements and answers hereinafter made:

1. How many years have you been in business as a contractor under your present name?

2. What similar projects of segmented block retaining wall type projects has your organization contracted for that amount to minimum 100,000 square feet of in-place installation? Please list below and/or submit a completed spreadsheet that identify:
 - a. Name of Owner and Location.
 - b. Name/Address/ Contact Information of Person in Charge as Reference.
 - c. Area and Value of Work Completed.
 - d. Date Completed.

Name of Owner And Location	Name/Address/Contact Info of Person In Charge As Reference	Area of Work	Value of Work	Date Completed
1. GNI Phase I Victories Square - Petoskey	Steve Hayward 517- 862-2458	2657 Sq. Ft.	\$159,700	06/2019
2. Uni Solar Battle Creek MI	Matt Getchell Wieland-Davco 517-372-8650	3,248 Sq. Ft.	\$100,000	06/2009
3.				
4.				
5.				
6.				
7.				
8.				
9.				

TOTALS

BID Proposal

2020 RETAINING WALL PROJECT

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY")

Bidder must provide pricing for each item listed. If additional pricing elements are being offered by the bidder, they are to be listed under "other services/items offered."

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to **2020 RETAINING WALL PROJECT** from **June 8, 2020** through **September 4, 2020** listed below at the following prices to wit:

BASE BID ITEMS 1-9:

Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
1	Geotechnical Investigation and Design	1	LSUM	3,487.50	3,487.50
2	Mobilization, Max \$8,200	1	LSUM	8,200	8,200
3	Erosion Control, Inlet Protection, Fabric Drop	2	Ea	232.50	465 ⁰⁰
4	Erosion Control, Silt Fence	275	Ft	7.75	2,131.25
5	Structures, Rem	1	LSUM	13,950	13,950
6	Sidewalk, Rem	225	Syd	34.10	7,672.50
7	Anchor Wall Retaining Wall System, Complete	1	LSUM	162,156.35	162,156.35
8	Sidewalk, Conc, 6 inch	1560	Sft	7.16	11,171.16
9	Turf Establishment, Performance	175	Syd	13.33	2,332.75

Bidder's Initial

AB

11,169.60
CW

BASE BID TOTAL**Total of Bid Items 1-9:**

Two Hundred Eleven Thousand Eight Hundred Ninety One Dollars
(use words) and 51/100

\$ 211,891.51

211,564.95 CW

(use figures)

Bidder's Initial

TB

ALTERNATE BID ITEMS 101-103:

Alternate bid option for additional sidewalk and turf restoration work.

Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
101	Sidewalk, Rem	160	Syd	34.10	5,456
102	Sidewalk, Conc, 6 inch	2215	Sft	7.16	15,862
103	Turf Establishment, Performance	350	Syd	13.33	4,665

15,895.40 CW

4,665.50 CW

ALTERNATE BID TOTAL:**Total of Bid Items 101-103 above:**

Twenty Five Thousand Nine Hundred Eighty Three Dollars
(use words)

\$ 25,983.00

25,980.90 CW

(use figures)

Bidder's Initial

TB

BASE BID + ALTERNATE BID TOTAL:

Two Hundred Thirty Seven Thousand Eight Hundred Seventy Four Dollars and 51/100

(use words)

\$ 237,874.51

(use figures)

237,874.51 (w)

Bidder's Initial

TB

VARIANCE FROM SPECIFICATIONS: If the bidder is unable to comply with the specifications as outlined, the bidder shall clearly note these variations from the specifications. The bidder may also propose additions to these specifications for the city to consider, but the costs associated with these additions shall be stated separately.

If the work is not complete on or before the date set for completion or any extension, the Contractor shall pay the city liquidated damages of **\$1,300.00** a calendar day until the work is satisfactorily completed. Liquidated damages for delay may be deducted from payments due the contractor or may be collected from the Contractor or the Contractor's surety.

The undersigned agrees that if the city accepts this proposal, Contractor will, within 10 consecutive calendar days after receiving notice of this acceptance, enter into a contract to furnish all labor, equipment and tools necessary to execute the work at the unit prices named in the bid proposal. Contractor will furnish the surety for performance, for 100% of this bid, which shall be accepted and approved by the city.

The undersigned agrees that if the city accepts this proposal, Contractor will start this project no sooner than **June 8, 2020** and will substantially complete the entire work under this contract by **September 4, 2020**. This schedule may be extended for rain days or cold weather for calendar days after **September 4, 2020**, only as approved by the city of Owosso.

BIDDER QUALIFICATION SUBMITTAL:

Bidder must be experienced in installation of large segmented block retaining wall systems. Bidder is required to complete and submit this questionnaire demonstrating qualified experience. Qualified experience must be minimum 100,000 square feet of successful installation of large segmented block retaining wall systems. Please include a spreadsheet of in-place installation of segmented block retaining wall systems, along with area amounting to 100,000 square feet (minimum), location, owner name and contact information. Failure to satisfactorily complete the questionnaire to satisfaction of City of Owosso may be grounds for rejection of bid proposal.

The signatory of this proposal guarantees the truth and accuracy of all statements and answers hereinafter made:

1. How many years have you been in business as a contractor under your present name?

7 years - February 2013

2. What similar projects of segmented block retaining wall type projects has your organization contracted for that amount to minimum 100,000 square feet of in-place installation? Please list below and/or submit a completed spreadsheet that identify:

- Name of Owner and Location.
- Name/Address/ Contact Information of Person in Charge as Reference.
- Area and Value of Work Completed.
- Date Completed.

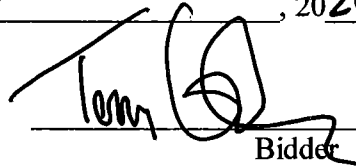
	Name of Owner And Location	Name/Address/Contact Info of Person In Charge As Reference	Area of Work	Value of Work	Date Completed
1.	<u>GNE Phase 1 Victories Square</u>	<u>Steve Hayward 517-062-2458</u>	<u>Petoskey MI</u>	<u>\$159,700</u>	<u>6/2019</u>
2.	<u>Solar-Tech</u>	<u>MAFF GOETCHEL</u>	<u>Battle</u>	<u>\$100,000</u>	<u>6/2009</u>
3.	<u>Battle Creek MI</u>	<u>Weiland Dayco</u>	<u>Creek</u>		
		<u>517-372-0650</u>			
4.					
5.					
6.					
7.					
8.					
9.					

TOTALS

On behalf of _____, I hereby submit this proposal for **2020**
RETAINING WALL PROJECT for your consideration. The undersigned acknowledges that
this proposal is subject to the General Conditions and the General Specifications included in the
contract documents. In submitting this proposal, it is understood that the right is reserved by the
CITY to reject any and all proposals, and waive any irregularities in the bidding process. The
CITY may award this contract based on any combination of the total bid and/or alternates.

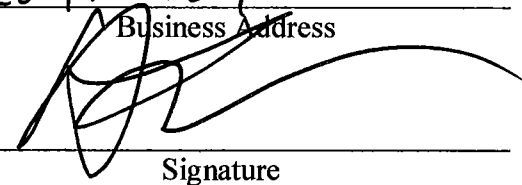
Dated and signed at 2929 Covington Ct
Lansing, MI 48912 State of Michigan

This 17th day of March, 2020.


Bidder

Witness:

By/s/
12804 W. MEADOW GRAD LANE MI 48837
Business Address


Signature

Kris Gordon
Printed Name

Owner
Title

517-348-7640
Telephone Number

Apex Firesprinkler LLC@gmail.com
E-Mail Address

AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

G2 Contracting Inc
Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

G2 contracting Inc 503 Clearwater Dr. Perry MI
Business name and address of sub-contractor
48872

26%

Percentage of contract

3/17/20

Date

[Signature]
Authorized signature

owner

Title

G2 contracting Inc
Company name

SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by Gordon Construction Services Inc.
(Name of Firm)


Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ☒ ; State of Incorporation Michigan

B. Partnership ☐ ; List of names _____

C. DBA ☐ ; State full name _____ DBA _____

D. Other ☐ ; Explain _____

Signature of Bidder  Title _____
(Authorized Signature)

Printed name Terry Gordon

Signature of Bidder _____ Title _____
(Authorized Signature)

Printed name _____

Address 2929 Covington Ct City Lansing Zip 48912

Telephone (517) 862-4846

Signed this 17th day of March 2020.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.

#1

BIDDER'S INITIALS

TG



MEMORANDUM

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

DATE: March 27, 2020
TO: Mayor Eveleth and the Owosso City Council
FROM: Jessica B. Unangst, Director of HR & Administrative Services Core
RE: Network Switch

BACKGROUND:

The Cisco Core Network Switch provides centralized network connectivity to all computers and Cisco desk phones at City Hall. It provides the network connectivity for all file servers, Cisco phone system/voicemail, network printers and connects to our firewall to allow internet and external phone calls. The switch also connects Public Safety, DPW, Filtration and WWTP sites to all those same network resources. It is the central point of the City's network and is a critical point of failure.

The Cisco core switch was purchased and installed at the beginning of 2013. Core switch components have recently reached end of life and we can no longer carry a warranty that would allow for quick overnight repairs or replacement in case of an equipment failure. Without the warranty, it could easily take a week or two (at best) to replace it should there be a major failure, which would shut down Owosso government services, including Public Safety administrative tasks (patrol cars have computers that connect directly to Shiawassee Central Dispatch).

We also have network switches in Public Safety that are well over ten years old and need replacing. DPW has a network switch that has reached end of life support as well.

RECOMMENDATION:

The quoted pricing is through Logicalis, Inc., our IT services vendor. Logicalis is a Cisco Gold Certified Partner and is able to offer discounted pricing that is better than government contract pricing through MIDEAL. I recommend approval and authorization of the Core & Edge Upgrade: Cisco C9400 & C9200L Switches (Quotation #2020-86025v2) for a grand total of \$49,226.18 through Logicalis, Inc. This was budgeted for in the current 2019-20 fiscal year at \$48,627, but given that it has been over a year from when we were budgeting last year, the quote is slightly higher (a difference of \$599.18).

RESOLUTION NO.

**APPROVAL OF PROPOSAL # 2020-86025V2 PROVIDED BY LOGICALIS, INC.
FOR IMPLEMENTATION OF THE CORE AND EDGE SWITCH UPGRADE
TO THE CITY OF OWOSSO COMPUTER NETWORK**

WHEREAS, the city of Owosso, a Michigan municipal corporation, utilizes a sophisticated network of computers to facilitate day-to-day operations; and

WHEREAS, said network requires updates from time-to-time to stay current and connected; and

WHEREAS, the city contracts with Logicalis, Inc. for this core and edge switch upgrade; and

WHEREAS, the city council must adopt a resolution authorizing the terms of the quotation # 2020-86025v2.

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

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to upgrade the city's core and edge switches this fiscal year.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Core & Edge Upgrade: Cisco C9400 and C9200L Switches, Quotation # 2020-86025v2 between the City of Owosso and Logicalis, Inc.
- THIRD: The accounts payable department is authorized to pay Logicalis, Inc. for half of the professional services component upon initiation of the project, and pay for remaining work satisfactorily performed in a total amount not to exceed \$49,226.18.
- FOURTH: The above expenses shall be paid from Account No. 401-000-980.100.

**Core & Edge Upgrade: Cisco C9400 and C9200L
Switches
Quotation # 2020-86025v2**

Prepared By Logicalis for:
City of Owosso

*To the attention of :
Jessica Unangst
City of Owosso
301 W Main St
Owosso, MI 48867
Tel: 989-725-0552
Email: jessica.unangst@ci.owosso.mi.us*

March 26, 2020

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$25,325.19
Software	\$6,269.40
Hardware Maintenance	\$1,628.46
Professional Services	\$16,003.13
Grand Total	\$49,226.18

If you're interested in leasing the equipment contained in this Quotation, Logicalis estimates the monthly lease payment to be \$845.

This is a budgetary number only based on a 36 month term and subject to credit approval, so please contact your Logicalis Account Executive for full details and a complete leasing quote.

- Payments do not include any applicable sales, rental or use taxes.
- Payments do not include any Logicalis professional services.
- Payments are valid for monthly payment structures only with deferrals 30 days or less.
- Please call for non-monthly payment structures and payment deferrals greater than 30 days.
- All transactions are subject to credit and documentation requirements, review and approval.
- Additional terms may apply.



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at <http://bit.ly/3b6Gnzp>



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/logicalis-financial-services/

Core & Edge Upgrade: Cisco C9400 and C9200L Switches

Quotation # 2020-86025v2

Customer Name & Address	Logicalis Account Executive
Jessica Unangst City of Owosso 301 W Main St Owosso, MI 48867 989-725-0552 jessica.unangst@ci.owosso.mi.us	Lisa Nowak Logicalis Inc. 120 N Washington Square Suite 600 Lansing, MI 48933 +1 5173361052 lisa.nowak@us.logicalis.com
Bill To Address	Ship to Address
City of Owosso 301 W Main St Owosso, MI 48867-2915	City of Owosso 301 W Main St Owosso, MI 48867-2915

Quotation expiration date: April 19, 2020

This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 contract.

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
1	1	Catalyst 9400 Series 4-Slot Switch	Catalyst 9400 Series 4-Slot Switch			Subtotal:	\$25,536.88
2	1	C9404R-48U-BNDL-A	Catalyst 9400 Series 4 slot; Sup; 1xC9400-LC-48U; DNA-A LIC	\$16,400.00	57.00%	\$7,052.00	\$7,052.00
3	1	CON-SSSNT-C9404R-4	SOLN SUPP 8X5XNBD Catalyst 9400 Series	\$1,346.00	17.00%	\$1,117.18	\$1,117.18
4	2	C9400-NW-A	Cisco Catalyst 9400 Network Advantage License	\$0.00	0.00%	\$0.00	\$0.00
5	1	C9400-S-BLANK	Cisco Catalyst 9400 Series Slot Blank Cover	\$0.00	0.00%	\$0.00	\$0.00
6	2	C9400-PWR-BLANK	Cisco Catalyst 9400 Series Power Supply Blank Cover	\$0.00	0.00%	\$0.00	\$0.00
7	1	S9400UK9-1610	Cisco Catalyst 9400 XE 16.10 UNIVERSAL	\$0.00	0.00%	\$0.00	\$0.00
8	2	CAB-US620P-C19-US	NEMA 6-20 to IEC-C19 13ft US	\$0.00	0.00%	\$0.00	\$0.00
9	1	C9400-DNA-A	Cisco Catalyst 9400 DNA Advantage Term License	\$0.00	0.00%	\$0.00	\$0.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
10	1	C9400-DNA-A-3Y	Cisco Catalyst 9400 DNA Advantage 3 Year License	\$12,850.00	57.00%	\$5,525.50	\$5,525.50
11	1	C9400-LC-48U-B1	Cisco Catalyst 9400 Series 1xC9400-LC-48U for Bundle Select	\$0.00	0.00%	\$0.00	\$0.00
12	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
13	2	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	0.00%	\$0.00	\$0.00
14	2	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	0.00%	\$0.00	\$0.00
15	2	C9400-PWR-2100AC	Cisco Catalyst 9400 Series 2100W AC Power Supply	\$2,040.00	57.00%	\$877.20	\$1,754.40
16	1	C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	\$9,180.00	57.00%	\$3,947.40	\$3,947.40
17	1	C9400-SSD-NONE	No SSD Memory Selected	\$0.00	0.00%	\$0.00	\$0.00
18	1	C9400-SUP-1-B	Cisco Catalyst 9400 Series Supervisor-1 Bundle Select Option	\$0.00	0.00%	\$0.00	\$0.00
19	1	C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module	\$0.00	0.00%	\$0.00	\$0.00
20	1	C9400-SSD-NONE	No SSD Memory Selected	\$0.00	0.00%	\$0.00	\$0.00
21	1	C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	\$14,280.00	57.00%	\$6,140.40	\$6,140.40
22	1	Transceiver Modules	Transceiver Modules			Subtotal:	\$1,089.19
23	1	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	\$471.00	57.00%	\$202.53	\$202.53
24	2	GLC-SX-MMD=	1000BASE-SX SFP transceiver module; MMF; 850nm; DOM	\$518.00	57.00%	\$222.74	\$445.48

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
25	1	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module; MMF/SMF; 1310nm; DOM	\$1,026.00	57.00%	\$441.18	\$441.18
26	1	Catalyst 9200L 48-Port Switch	Catalyst 9200L 48-Port Switch			Subtotal:	\$4,388.94
27	1	C9200L-48P-4G-E	Catalyst 9200L 48-port PoE+; 4 x 1G; Network Essentials	\$5,805.00	62.00%	\$2,205.90	\$2,205.90
28	1	CON-SNT-C92004GE	SNTC-8X5XNBD Catalyst 9200L 48-port PoE+; 4 x 1G; Net	\$418.00	17.00%	\$346.94	\$346.94
29	1	C9200L-NW-E-48	C9200L Network Essentials; 48-port license	\$0.00	0.00%	\$0.00	\$0.00
30	1	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	\$3,150.00	57.00%	\$1,354.50	\$1,354.50
31	2	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
32	2	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	0.00%	\$0.00	\$0.00
33	1	C9200L-DNA-E-48	C9200L Cisco DNA Essentials; 48-port Term license	\$0.00	0.00%	\$0.00	\$0.00
34	1	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials; 48-port; 3 Year Term license	\$1,120.00	57.00%	\$481.60	\$481.60
35	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
36	1	Catalyst 9200L 24-Port Switch	Catalyst 9200L 24-Port Switch			Subtotal:	\$2,208.04
37	1	C9200L-24P-4G-E	Catalyst 9200L 24-port PoE+; 4 x 1G; Network Essentials	\$2,745.00	68.00%	\$878.40	\$878.40
38	1	CON-SNT-C920L24G	SNTC-8X5XNBD Catalyst 9200L 24-port PoE+; 4 x 1G; Net	\$198.00	17.00%	\$164.34	\$164.34
39	1	C9200L-NW-E-24	C9200L Network Essentials; 24-port license	\$0.00	0.00%	\$0.00	\$0.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
40	1	PWR-C5-600WAC/2	600W AC Config 5 Power Supply - Secondary Power Supply	\$2,100.00	57.00%	\$903.00	\$903.00
41	2	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
42	2	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	\$0.00	0.00%	\$0.00	\$0.00
43	1	C9200L-DNA-E-24	C9200L Cisco DNA Essentials; 24-port Term license	\$0.00	0.00%	\$0.00	\$0.00
44	1	C9200L-DNA-E-24-3Y	C9200L Cisco DNA Essentials; 24-port; 3 Year Term license	\$610.00	57.00%	\$262.30	\$262.30
45	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
<i>Products Subtotal</i>							\$33,223.05
Services - Fixed Fee							
46	1	PS	Project Initiation	\$8,467.50	5.50%	\$8,001.56	\$8,001.56
47	1	PS	Project Completion	\$8,467.50	5.50%	\$8,001.56	\$8,001.56
<i>Services Fixed Fee Subtotal</i>							\$16,003.12

Grand Total	
Products and Services Subtotal:	\$49,226.18
Grand Total:	\$49,226.18

Services Statement of Work

Communication & Network Services - Route / Switch Tasks and Activities

- 1 Plan
 - 1.1 Data Gathering
 - 1.1.1 Gather solution requirements and design for project implementation
 - 1.1.2 Review and validation of the project implementation strategy, documentation and desired outcomes
 - 1.1.3 Data gathering for (2) Catalyst (9200L) series switch(es)
 - 1.1.4 Data gathering for (1) (Catalyst 9400 Chassis) series switch(es)
 - 1.1.5 Data gathering for layer two design such as VLAN's, spanning-tree, port security, etc.
 - 1.1.6 Data gathering for layer three design, routing protocols, redistribution, filters, etc.
 - 1.2 Implementation Planning
 - 1.2.1 Layer two design including VLANs, spanning-tree, port security, etc.
 - 1.2.2 Layer three routing design including routing protocols, redistribution and filters
 - 1.2.3 Create a test plan for route \ switch implementation
 - 1.2.4 Define implementation details for route \ switch implementation
 - 1.2.5 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- 2 Implement
 - 2.1 Device Staging
 - 2.1.1 Unbox, power, verify and update IOS on (1) 24 port access switch(es)
 - 2.1.2 Unbox, power, verify and update IOS on (1) 48 port access switch(es)
 - 2.1.3 Unbox, power, verify and update IOS on (1) core switch(es)
 - 2.2 Device Implementation
 - 2.2.1 Brownfield build - rack (1) 24 port access switch(es) and re-patch to network (cable cleanup not included)
 - 2.2.2 Brownfield build - rack (1) 48 port access switch(es) and re-patch to network (cable cleanup not included)
 - 2.2.3 Rack (1) core switch(es) and patch to network (cable cleanup not included)
 - 2.3 Data Center Switching
 - 2.3.1 Install Licensing
 - 2.4 Switching
 - 2.4.1 Configuration of (2) Catalyst (9200L) edge switch(es) per implementation plan
 - 2.4.2 Configuration of (1) Catalyst (9400) chassis switch(es) per implementation plan
 - 2.4.3 Install licensing
 - 2.4.4 System-wide configuration of layer two per implementation plan
 - 2.4.5 System-wide configuration of layer three routing per implementation plan
- 3 Validate
 - 3.1 System Cutover
 - 3.1.1 System cutover, cutover validation and execution of test plan, afterhours
- 4 Support
 - 4.1 Knowledge Transfer
 - 4.1.1 Complete (4) hours of system admin knowledge transfer including content creation
 - 4.2 Day One Support
 - 4.2.1 Provide (8) hours of first business day support

Deliverables

- As Built document with device configuration files
- Implementation Plan

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Manager 2 (Low Rigor)

Planning

- Project initiation phone call
- Resource scheduling
- High-level milestone timeline

Execution

- Product tracking, if applicable
- Weekly project status call and email
- Resource management and allocation
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline monitoring

Closing

- Project Closure and Acceptance processing

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. To the extent applicable, the terms of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.

Terms Applicable for Services Sales

1. To the extent applicable, the terms of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
City of Owosso

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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MEMORANDUM

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

DATE: March 30, 2020

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services

SUBJECT: Automatic Meter Reading System (AMR) - Aclara ACE Customer Portal

RECOMMENDATION:

Approval of the proposal from Aclara of St. Louis, Missouri to implement the Aclara Adaptive Consumer Engagement (ACE) customer access portal system in the amount of \$80,000.00.

BACKGROUND:

City council approved the new Automatic Meter Reading (AMR) Fixed Network Administrator system with Aclara by the adoption of Resolution 37-2017 on March 20, 2017. City council subsequently approved an upgrade to the AMR system at its March 2, 2020 council meeting, which will assist in the facilitating of the ACE customer access portal system integration.

The ACE system will provide city residents access via cell phone or personal computer to access their water billing account for water usage at any time. ACE offers a variety of modules for consumer access, such as billing history, savings resources, usage, and alerts & notifications.

The \$80,000.00 is a one-time system implementation & integration fee. Staff has also successfully negotiated for reduced annual system maintenance fees in the three year period following the system implementation. This will result in a cost avoidance of \$29,500.20.

The ACE system implementation will occur after implementation & integration of the Aclara ONE meter reading system upgrade, scheduled for the August thru October time frame.

FISCAL IMPACTS:

System upgrade will be funded from the FY2019-2020 Water Fund 591-901-972.000 and Sewer Fund 590-901-973.000.

Attachments: (1) Resolution
(2) ACLARA ACE Project Pricing Proposal
(3) Product Overview Slides

RESOLUTION NO.

**APPROVAL OF PROPOSAL PROVIDED BY ACLARA OF ST. LOUIS, MISSOURI
FOR IMPLEMENTATION OF THE ACE CUSTOMER PORTAL SYSTEM
FOR USE IN THE WATER BILLING DEPARTMENT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into a contract for the installation of an automatic meter reading (AMR) Fixed Network Administrator system with Aclara by the adoption of Resolution 37-2017 on March 20, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desires to add and implement a new customer service to water billing information called the Aclara Adaptive Consumer Engagement (ACE) system which will allow customers to better understand and manage their water billing account.

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 implement the ACE system in the amount of \$80,000.00.
- SECOND: The accounts payable department is authorized to submit payment to Aclara of St. Louis, Missouri in the amount not to exceed \$80,000.00.
- THIRD: The above expenses shall be paid from the FY2019-2020 Water Fund and Sewer Fund 591-901-972.000 and Sewer Fund 590-901-973.000.



Quotation

Quote #: Q-13099-1
Created Date: 3/2/2020 3:05 PM
Expiration Date: 4/1/2020
Endpoints for Software: 30000

Aclara

77 West Port Plaza, Suite 500
St. Louis, MO 63146
US
Phone: (800) 297-2728

Bill To

Glenn Chinavare
Owosso, City of (MI)
522 Milwaukee St.
Owosso, MI 48867
US
(989) 725-0555
glenn.chinavare@ci.owosso.mi.us

End Customer

Owosso, City of (MI)

Prepared By	Phone	EMAIL	PAYMENT METHOD
Caryn Denny		cdenny@aclara.com	Net 30

Implementation Fees (One-Time)

Product Description	Part No.	Sale Price	Extended Price
ACE CSR - IMP	SW-5010H	USD 15,000.00	USD 15,000.00
ACE User Management - IMP	SW-5090H	USD 15,000.00	USD 15,000.00
ACE Website AMI - IMP	SW-5045H	USD 50,000.00	USD 50,000.00
Implementation Fees (One-Time) TOTAL:			USD 80,000.00

Year 1

Product Description	Part No.	Sale Price	Extended Price
ACE CSR- ASP	SW-5010A	USD 3,000.00	USD 3,000.00
ACE Website AMI - ASP	SW-5045A	USD 15,000.00	USD 15,000.00
ACE User Management - ASP	SW-5090A	USD 4,500.00	USD 4,500.00
Year 1 TOTAL:			USD 22,500.00

Year 2

Product Description	Part No.	Sale Price	Extended Price
ACE CSR- ASP	SW-5010A	USD 3,000.00	USD 3,000.00
ACE Website AMI - ASP	SW-5045A	USD 15,000.00	USD 15,000.00
ACE User Management - ASP	SW-5090A	USD 4,500.00	USD 4,500.00
Year 2 TOTAL:			USD 22,500.00

Year 3

Product Description	Part No.	Sale Price	Extended Price
ACE CSR- ASP	SW-5010A	USD 3,000.00	USD 3,000.00

Product Description	Part No.	Sale Price	Extended Price
ACE Website AMI - ASP	SW-5045A	USD 15,000.00	USD 15,000.00
ACE User Management - ASP	SW-5090A	USD 4,500.00	USD 4,500.00
Year 3 TOTAL:			USD 22,500.00

Credits

Product Description	Part No.	Sale Price	Extended Price
Existing Aclara Customer Incentive Credit	NS-PH	USD -29,500.20	USD -29,500.20
Sub-Total		USD 117,999.80	

Total	USD 117,999.80
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Notes

TERMS & CONDITIONS

General Note:

This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and certain services that are available on Aclara's website at:

<http://www.aclara.com/terms-and-conditions/>

- ADDITIONAL TERMS:**
Each Line Item will be shipped within the number of weeks staged after receipt of an acceptable order.
- This quotation is based upon receipt and acceptance of an order by the earlier of the Expiration Date in the upper right or 60-days after the Proposal Date contained herein.
- Seller shall deliver Equipment to Buyer FCA Seller's Facility or warehouse (Incoterms 2010.) Seller will arrange freight on Buyer's behalf.
- Buyer shall pay Seller's standard Material Handling charges.
- Sales tax will be charged unless the customer provides/has provided a valid Sales Tax Exemption or Reseller certificate.
- Total Extended price shown excludes any applicable Sales Tax.
- Software subject to 5% annual escalation starting year 2
- ACE configuration based on total system size as shown above. Final ACE configuration will be determined by working in conjunction with IT staff at the beginning of each contract year and pricing adjusted accordingly for that year. If optional software is selected, a Software License Agreement amendment will be required.
- IF BUYER ACCEPTS THIS QUOTE AND WILL ISSUE ACLARA A SEPARATE PURCHASE ORDER BASED THEREON, DO NOT RETURN A SIGNED COPY OF THIS QUOTE.**
RETURNING BOTH A SIGNED QUOTE AND SEPARATE PURCHASE ORDER WILL RESULT IN THE BUYER BEING BILLED FOR TWO ORDERS.

To place an order, please send a signed copy of your Purchase Order referencing this quotation to OrdersContracts@aclara.com

If there is no Purchase Order, enter N/A in PO Number, your signature, and your Ship To Street Address (P.O. Box not allowed) to acknowledge that this quote form will be used in lieu of PO.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

PO Number *: _____

* Ship To:

Street:

City, State Zip:

* If there is no purchase order, Ship To address must be entered.

Aclara Confidential / Proprietary Information

Seller's above quote is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <http://www.aclara.com/terms-and-conditions> . By issuing a Purchase Order or Order to Seller based on this Quote, Buyer hereby represents and affirms that it has reviewed and assents to these terms and conditions. ADDITIONAL TERMS CONTAINED ON ANY PURCHASE ORDER ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY ACLARA (SELLER) and BUYER.



City of Owosso Proposal

Aclara ACE®

Adaptive Consumer Engagement (ACE)

ACE Overview

Aclara ACE is an adaptive consumer engagement (ACE) platform designed for:

- Personalized experience with robust analytics, data driven graphs
- Exceeding program goals, meet customer needs

Solution Overview

Aclara ACE Modules



My Bills

- Enable your customers to self-serve through transparency into their bills



My Savings

- Provide your customers with resources to conserve



My Usage

- Equip your customers with tools to understand their AMI data and consumption



Alerts & Notifications

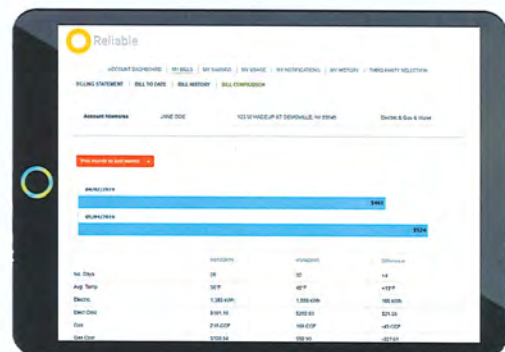
- Keep your customers engaged through actionable notifications

Solution Overview

My Bills

Enable customers to self-serve

- Access to detailed billing statements
- Complete billing history
- Bill comparison between different periods
- Bill to Date and Projected Bill
- Recently Added batch Bill-to-Date calculations



Solution Overview

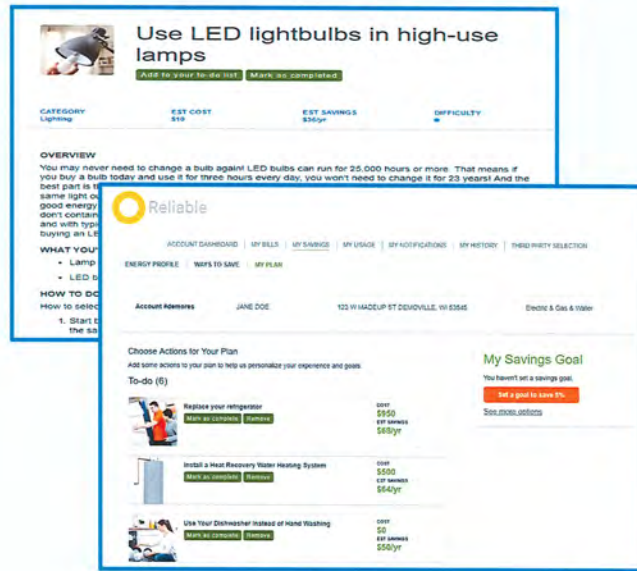
My Savings

Equip your customers with tools that

- Enables them to control costs
- Educates them on how to conserve
- Promotes utility incentives and rebates
- Residential & Small/Medium Business

Tools to Save

- Home Profile (Short and Long)
- Ways to Save
- Goal Setting
- Create to-do-list (My Plan)



page
08

Solution Overview

My Usage

Present AMI data – with insights

- Visibility into consumption via AMI data presentment tools
- Drill-down to lowest recorded interval
- Historical consumption comparison
- Weather overlay
- Recently added display of end of bill periods
- Recently C&I presentment including KVar-h, Demand and Power Factor
- Currently adding TOU presentment, solar and net metering presentment



page
09

Solution Overview

Customer Alerts and Notifications

Allow customers to set alerts

- E-mail and SMS
- Threshold-based
- Bill-to-date
- Projected Bill
- Pricing tier notifications

2020 Roadmap

- Group Messaging (Example - Zip code 60515)
- Select a group of customers/members to receive a notification
- Customize the Content

Notifications

- 🔔 We've detected a leak at your premise, please take action to prevent losses. [View Actions](#)
- 🔔 Your most recent day of Water usage was 97% less than the previous week's average.

Notification Settings

Bill to Date Program

Alert options.

- | Email | Text |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Send me a daily alert showing my bill-to-date. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Send me a daily alert showing my projected bill amount. |

ELECTRIC USAGE (SERVICE SC_1218377000)

- | Email | Text |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Notify me if my costs exceed this amount.
\$25 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Notify me if my usage exceeds this quantity.
500 CCF |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Notify me when I am approaching a tier pricing limit. |

ELECTRIC USAGE (SERVICE SC_189254704)



Warrant 583
March 27, 2020

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund payment-1/1/20-3/31/20	Water	\$32,619.65
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement payment-1/1/20-3/31/20	Water	\$14,042.14
Total			\$46,661.79

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	02/29/2020 (NORMAL (ABNORMAL))	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
000 - REVENUE		7,747,159.00	6,098,026.22	570,934.26	1,649,132.78	78.71
TOTAL REVENUES		7,747,159.00	6,098,026.22	570,934.26	1,649,132.78	78.71
101 - CITY COUNCIL		5,300.00	2,979.60	195.00	2,320.40	56.22
171 - CITY MANAGER		141,558.00	102,469.32	16,158.45	39,088.68	72.39
201 - FINANCE		273,420.00	179,368.29	20,036.97	94,051.71	65.60
209 - ASSESSING		142,039.00	89,936.29	10,469.24	52,102.71	63.32
210 - CITY ATTORNEY		115,000.00	78,491.50	10,537.28	36,508.50	68.25
215 - CLERK		281,729.00	174,927.01	17,678.77	106,801.99	62.09
226 - HUMAN RESOURCES		216,500.00	146,601.16	15,542.55	69,898.84	67.71
253 - TREASURY		153,215.00	100,236.40	11,025.10	52,978.60	65.42
258 - INFORMATION & TECHNOLOGY		101,695.00	50,583.77	8,284.00	51,111.23	49.74
265 - BUILDING & GROUNDS		135,288.00	90,196.89	15,042.67	45,091.11	66.67
299 - GENERAL ADMIN		310,080.00	254,308.25	46,590.18	55,771.75	82.01
300 - POLICE		2,017,119.00	1,439,411.60	168,843.17	577,707.40	71.36
335 - FIRE		1,962,167.00	1,416,929.53	144,843.09	545,237.47	72.21
370 - BUILDING AND SAFETY		223,836.00	145,920.57	18,860.31	77,915.43	65.19
441 - PUBLIC WORKS		613,857.00	395,522.35	63,054.20	218,334.65	64.43
528 - LEAF AND BRUSH COLLECTION		221,363.00	175,952.09	642.98	45,410.91	79.49
585 - PARKING		33,030.00	23,097.49	4,149.76	9,932.51	69.93
728 - COMMUNITY DEVELOPMENT		67,486.00	54,715.48	4,321.90	12,770.52	81.08
756 - PARKS		230,600.00	123,234.46	1,887.26	107,365.54	53.44
966 - TRANSFERS OUT		501,877.00	320,927.64	3,333.33	180,949.36	63.95

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	02/29/2020 NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
TOTAL EXPENDITURES		7,747,159.00	5,365,809.69	581,496.21	2,381,349.31	69.26
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		7,747,159.00	6,098,026.22	570,934.26	1,649,132.78	78.71
TOTAL EXPENDITURES		7,747,159.00	5,365,809.69	581,496.21	2,381,349.31	69.26
NET OF REVENUES & EXPENDITURES		0.00	732,216.53	(10,561.95)	(732,216.53)	100.00
Fund 202 - MAJOR STREET FUND						
000 - REVENUE		2,594,052.00	1,792,029.01	111,814.92	802,022.99	69.08
TOTAL REVENUES		2,594,052.00	1,792,029.01	111,814.92	802,022.99	69.08
451 - CONSTRUCTION		1,550,000.00	957,825.72	3,449.49	592,174.28	61.80
463 - STREET MAINTENANCE		236,000.00	186,642.31	6,159.08	49,357.69	79.09
473 - BRIDGE MAINTENANCE		11,470.00	0.00	0.00	11,470.00	0.00
474 - TRAFFIC SERVICES-MAINTENANCE		24,800.00	15,522.44	4,681.36	9,277.56	62.59
478 - SNOW & ICE CONTROL		117,000.00	97,378.99	30,462.79	19,621.01	83.23
480 - TREE TRIMMING		54,000.00	74,174.00	18,843.90	(20,174.00)	137.36
482 - ADMINISTRATION & ENGINEERING		213,676.00	99,510.97	15,530.05	114,165.03	46.57
484 - TRUNKLINE SUPERVISOR		1,000.00	0.00	0.00	1,000.00	0.00
485 - LOCAL STREET TRANSFER		339,166.00	195,847.77	34,365.14	143,318.23	57.74
486 - TRUNKLINE SURFACE MAINTENANCE		5,000.00	854.42	105.30	4,145.58	17.09
488 - TRUNKLINE SWEEPING & FLUSHING		2,550.00	711.23	0.00	1,838.77	27.89
490 - TRUNKLINE TREE TRIIM & REMOVAL		600.00	0.00	0.00	600.00	0.00
491 - TRUNKLINE STORM DRAIN, CURBS		8,500.00	92.96	0.00	8,407.04	1.09
492 - TRUNKLINE ROADSIDE CLEANUP		690.00	64.90	0.00	625.10	9.41
494 - TRUNKLINE TRAFFIC SIGNS		800.00	431.74	91.84	368.26	53.97

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

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			02/29/2020 (ABNORMAL)	MONTH 02/29/2020 (DECREASE)	NORMAL	
Fund 202 - MAJOR STREET FUND						
496 - TRUNKLINE TRAFFIC SIGNALS		800.00	5.30	5.30	794.70	0.66
497 - TRUNKLINE SNOW & ICE CONTROL		23,000.00	23,930.36	8,962.41	(930.36)	104.05
502 - TRUNKLINE LEAVE & INS BENEFITS		5,000.00	0.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES		2,594,052.00	1,652,993.11	122,656.66	941,058.89	63.72
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		2,594,052.00	1,792,029.01	111,814.92	802,022.99	69.08
TOTAL EXPENDITURES		2,594,052.00	1,652,993.11	122,656.66	941,058.89	63.72
NET OF REVENUES & EXPENDITURES		0.00	139,035.90	(10,841.74)	(139,035.90)	100.00
Fund 203 - LOCAL STREET FUND						
000 - REVENUE		2,345,681.00	2,231,747.05	75,741.05	113,933.95	95.14
TOTAL REVENUES		2,345,681.00	2,231,747.05	75,741.05	113,933.95	95.14
451 - CONSTRUCTION		1,636,682.00	1,271,330.84	7,275.00	365,351.16	77.68
463 - STREET MAINTENANCE		399,000.00	296,246.13	6,058.37	102,753.87	74.25
474 - TRAFFIC SERVICES-MAINTENANCE		9,300.00	2,016.72	341.24	7,283.28	21.69
478 - SNOW & ICE CONTROL		100,000.00	46,183.89	16,339.10	53,816.11	46.18
480 - TREE TRIMMING		76,000.00	64,010.09	6,787.48	11,989.91	84.22
482 - ADMINISTRATION & ENGINEERING		124,699.00	59,652.84	8,580.90	65,046.16	47.84
TOTAL EXPENDITURES		2,345,681.00	1,739,440.51	45,382.09	606,240.49	74.16
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		2,345,681.00	2,231,747.05	75,741.05	113,933.95	95.14
TOTAL EXPENDITURES		2,345,681.00	1,739,440.51	45,382.09	606,240.49	74.16
NET OF REVENUES & EXPENDITURES		0.00	492,306.54	30,358.96	(492,306.54)	100.00
Fund 208 - PARK/RECREATION SITES FUND						
000 - REVENUE		125,000.00	117,512.67	291.95	7,487.33	94.01
TOTAL REVENUES		125,000.00	117,512.67	291.95	7,487.33	94.01

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REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO

Page: 4/16

User: CAGrice

PERIOD ENDING 02/29/2020

DB: Owosso

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

G/L NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE 02/29/2020 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 02/29/2020 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 208 - PARK/RECREATION SITES FUND						
756 - PARKS		125,000.00	0.00	0.00	125,000.00	0.00
TOTAL EXPENDITURES		125,000.00	0.00	0.00	125,000.00	0.00
Fund 208 - PARK/RECREATION SITES FUND:						
TOTAL REVENUES		125,000.00	117,512.67	291.95	7,487.33	94.01
TOTAL EXPENDITURES		125,000.00	0.00	0.00	125,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	117,512.67	291.95	(117,512.67)	100.00
Fund 248 - DOWNTOWN FACADE PROGRAM						
000 - REVENUE		171,486.00	177,944.65	12.44	(6,458.65)	103.77
TOTAL REVENUES		171,486.00	177,944.65	12.44	(6,458.65)	103.77
200 - GEN SERVICES		6,250.00	5,300.00	0.00	950.00	84.80
901 - CAPITAL OUTLAY		165,236.00	342,775.25	0.00	(177,539.25)	207.45
TOTAL EXPENDITURES		171,486.00	348,075.25	0.00	(176,589.25)	202.98
Fund 248 - DOWNTOWN FACADE PROGRAM:						
TOTAL REVENUES		171,486.00	177,944.65	12.44	(6,458.65)	103.77
TOTAL EXPENDITURES		171,486.00	348,075.25	0.00	(176,589.25)	202.98
NET OF REVENUES & EXPENDITURES		0.00	(170,130.60)	12.44	170,130.60	100.00
Fund 273 - OMS/DDA REVLG LOAN FUND						
000 - REVENUE		11,162.00	27,123.92	3,122.85	(15,961.92)	243.00
TOTAL REVENUES		11,162.00	27,123.92	3,122.85	(15,961.92)	243.00
200 - GEN SERVICES		1,500.00	258,151.00	(9,575.00)	(256,651.00)	17,210.0
965 - OTHER FINANCING SOURCES (USES)		9,662.00	0.00	0.00	9,662.00	0.00
TOTAL EXPENDITURES		11,162.00	258,151.00	(9,575.00)	(246,989.00)	2,312.77
Fund 273 - OMS/DDA REVLG LOAN FUND :						
TOTAL REVENUES		11,162.00	27,123.92	3,122.85	(15,961.92)	243.00
TOTAL EXPENDITURES		11,162.00	258,151.00	(9,575.00)	(246,989.00)	2,312.77

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User: CAGrice
DB: Owosso
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PERIOD ENDING 02/29/2020

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

		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		2019-20	02/29/2020	MONTH	02/29/2020	BALANCE		% BDDT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	USED
<hr/>								
Fund 273 - OMS/DDA REVLG LOAN FUND								
NET OF REVENUES & EXPENDITURES		0.00	(231,027.08)		12,697.85		231,027.08	100.00
<hr/>								
Fund 275 - HOUSING & REDEVELOPMENT								
000 - REVENUE		0.00	12.34		1.34		(12.34)	100.00
<hr/>								
TOTAL REVENUES		0.00	12.34		1.34		(12.34)	100.00
<hr/>								
Fund 275 - HOUSING & REDEVELOPMENT:								
TOTAL REVENUES		0.00	12.34		1.34		(12.34)	100.00
TOTAL EXPENDITURES		0.00	0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	12.34		1.34		(12.34)	100.00
<hr/>								
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA								
000 - REVENUE		0.00	55.30		5.61		(55.30)	100.00
<hr/>								
TOTAL REVENUES		0.00	55.30		5.61		(55.30)	100.00
<hr/>								
730 - PROFESSIONAL SERVICES		0.00	490.00		0.00		(490.00)	100.00
<hr/>								
TOTAL EXPENDITURES		0.00	490.00		0.00		(490.00)	100.00
<hr/>								
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA:								
TOTAL REVENUES		0.00	55.30		5.61		(55.30)	100.00
TOTAL EXPENDITURES		0.00	490.00		0.00		(490.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	(434.70)		5.61		434.70	100.00
<hr/>								
Fund 283 - OBRA FUND-DISTRICT#3-CONAGRA								
000 - REVENUE		14,787.00	625.79		0.00		14,161.21	4.23
<hr/>								
TOTAL REVENUES		14,787.00	625.79		0.00		14,161.21	4.23
<hr/>								
730 - PROFESSIONAL SERVICES		750.00	0.00		0.00		750.00	0.00
<hr/>								
905 - DEBT SERVICE		14,037.00	0.00		0.00		14,037.00	0.00
<hr/>								
TOTAL EXPENDITURES		14,787.00	0.00		0.00		14,787.00	0.00
<hr/>								
Fund 283 - OBRA FUND-DISTRICT#3-CONAGRA:								

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED	BUDGET	02/29/2020	MONTH 02/29/2020	INCREASE (DECREASE)	BALANCE	
				NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	USED
Fund 283 - OBRA FUND-DISTRICT#3-CONAGRA								
	TOTAL REVENUES	14,787.00		625.79	0.00		14,161.21	4.23
	TOTAL EXPENDITURES	14,787.00		0.00	0.00		14,787.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00		625.79	0.00		(625.79)	100.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)								
	000 - REVENUE	111,495.00		0.00	0.00		111,495.00	0.00
	TOTAL REVENUES	111,495.00		0.00	0.00		111,495.00	0.00
	730 - PROFESSIONAL SERVICES	107.00		6,384.00	0.00		(6,277.00)	5,966.36
	905 - DEBT SERVICE	111,388.00		0.00	0.00		111,388.00	0.00
	TOTAL EXPENDITURES	111,495.00		6,384.00	0.00		105,111.00	5.73
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8):								
	TOTAL REVENUES	111,495.00		0.00	0.00		111,495.00	0.00
	TOTAL EXPENDITURES	111,495.00		6,384.00	0.00		105,111.00	5.73
	NET OF REVENUES & EXPENDITURES	0.00		(6,384.00)	0.00		6,384.00	100.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT)								
	000 - REVENUE	2,988.00		173.25	0.00		2,814.75	5.80
	TOTAL REVENUES	2,988.00		173.25	0.00		2,814.75	5.80
	730 - PROFESSIONAL SERVICES	1,100.00		0.00	0.00		1,100.00	0.00
	964 - TAX REIMBURSEMENTS	1,888.00		0.00	0.00		1,888.00	0.00
	TOTAL EXPENDITURES	2,988.00		0.00	0.00		2,988.00	0.00
Fund 289 - OBRA:DISTRICT#9(ROBBIN'S LOFT):								
	TOTAL REVENUES	2,988.00		173.25	0.00		2,814.75	5.80
	TOTAL EXPENDITURES	2,988.00		0.00	0.00		2,988.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00		173.25	0.00		(173.25)	100.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL)								
	000 - REVENUE	11,097.00		155.15	0.00		10,941.85	1.40
	TOTAL REVENUES	11,097.00		155.15	0.00		10,941.85	1.40

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		AMENDED BUDGET	02/29/2020 NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL):						
730 - PROFESSIONAL SERVICES		875.00	0.00	0.00	875.00	0.00
TOTAL EXPENDITURES		875.00	0.00	0.00	875.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL):						
TOTAL REVENUES		11,097.00	155.15	0.00	10,941.85	1.40
TOTAL EXPENDITURES		875.00	0.00	0.00	875.00	0.00
NET OF REVENUES & EXPENDITURES		10,222.00	155.15	0.00	10,066.85	1.52
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT						
000 - REVENUE		91,560.00	2,542.34	0.00	89,017.66	2.78
TOTAL REVENUES		91,560.00	2,542.34	0.00	89,017.66	2.78
730 - PROFESSIONAL SERVICES		1,000.00	0.00	0.00	1,000.00	0.00
964 - TAX REIMBURSEMENTS		90,560.00	0.00	0.00	90,560.00	0.00
TOTAL EXPENDITURES		91,560.00	0.00	0.00	91,560.00	0.00
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT:						
TOTAL REVENUES		91,560.00	2,542.34	0.00	89,017.66	2.78
TOTAL EXPENDITURES		91,560.00	0.00	0.00	91,560.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,542.34	0.00	(2,542.34)	100.00
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING						
000 - REVENUE		1,840.00	0.00	0.00	1,840.00	0.00
TOTAL REVENUES		1,840.00	0.00	0.00	1,840.00	0.00
730 - PROFESSIONAL SERVICES		750.00	721.50	0.00	28.50	96.20
964 - TAX REIMBURSEMENTS		1,090.00	0.00	0.00	1,090.00	0.00
TOTAL EXPENDITURES		1,840.00	721.50	0.00	1,118.50	39.21
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING:						
TOTAL REVENUES		1,840.00	0.00	0.00	1,840.00	0.00
TOTAL EXPENDITURES		1,840.00	721.50	0.00	1,118.50	39.21

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PERIOD ENDING 02/29/2020

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

		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		2019-20	02/29/2020	MONTH	02/29/2020	BALANCE		% BDT
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	USED
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING								
NET OF REVENUES & EXPENDITURES		0.00	(721.50)		0.00		721.50	100.00
Fund 297 - HISTORICAL FUND								
000 - REVENUE		86,204.00	57,539.11		4,492.16		28,664.89	66.75
TOTAL REVENUES		86,204.00	57,539.11		4,492.16		28,664.89	66.75
797 - HISTORICAL COMMISSION		61,054.00	30,519.09		7,156.00		30,534.91	49.99
798 - CASTLE		11,650.00	8,917.25		1,001.20		2,732.75	76.54
799 - GOULD HOUSE		12,500.00	12,569.62		684.19		(69.62)	100.56
800 - COMSTOCK/WOODARD		1,000.00	577.86		29.87		422.14	57.79
TOTAL EXPENDITURES		86,204.00	52,583.82		8,871.26		33,620.18	61.00
Fund 297 - HISTORICAL FUND:								
TOTAL REVENUES		86,204.00	57,539.11		4,492.16		28,664.89	66.75
TOTAL EXPENDITURES		86,204.00	52,583.82		8,871.26		33,620.18	61.00
NET OF REVENUES & EXPENDITURES		0.00	4,955.29		(4,379.10)		(4,955.29)	100.00
Fund 298 - HISTORICAL SITES FUND								
000 - REVENUE		125,000.00	117,482.93		283.05		7,517.07	93.99
TOTAL REVENUES		125,000.00	117,482.93		283.05		7,517.07	93.99
798 - CASTLE		113,000.00	200.00		0.00		112,800.00	0.18
799 - GOULD HOUSE		12,000.00	8,460.00		0.00		3,540.00	70.50
800 - COMSTOCK/WOODARD		0.00	2,141.00		0.00		(2,141.00)	100.00
TOTAL EXPENDITURES		125,000.00	10,801.00		0.00		114,199.00	8.64
Fund 298 - HISTORICAL SITES FUND:								
TOTAL REVENUES		125,000.00	117,482.93		283.05		7,517.07	93.99
TOTAL EXPENDITURES		125,000.00	10,801.00		0.00		114,199.00	8.64
NET OF REVENUES & EXPENDITURES		0.00	106,681.93		283.05		(106,681.93)	100.00
Fund 325 - DEBT SERVICE-2010 GO BONDS								

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PERIOD ENDING 02/29/2020

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

		2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	
GL NUMBER	DESCRIPTION	AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	% BDGT USED
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Fund 325 - DEBT SERVICE-2010 GO BONDS						
000 - REVENUE		91,453.00	76,266.25	0.00	15,186.75	83.39
TOTAL REVENUES		91,453.00	76,266.25	0.00	15,186.75	83.39
905 - DEBT SERVICE		91,453.00	76,266.25	0.00	15,186.75	83.39
TOTAL EXPENDITURES		91,453.00	76,266.25	0.00	15,186.75	83.39
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Fund 325 - DEBT SERVICE-2010 GO BONDS:						
TOTAL REVENUES		91,453.00	76,266.25	0.00	15,186.75	83.39
TOTAL EXPENDITURES		91,453.00	76,266.25	0.00	15,186.75	83.39
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 327 - DEBT SERVICE						
000 - REVENUE		811,106.00	781,422.21	1,452.63	29,683.79	96.34
TOTAL REVENUES		811,106.00	781,422.21	1,452.63	29,683.79	96.34
905 - DEBT SERVICE		811,106.00	270,740.01	0.00	540,365.99	33.38
TOTAL EXPENDITURES		811,106.00	270,740.01	0.00	540,365.99	33.38
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Fund 327 - DEBT SERVICE:						
TOTAL REVENUES		811,106.00	781,422.21	1,452.63	29,683.79	96.34
TOTAL EXPENDITURES		811,106.00	270,740.01	0.00	540,365.99	33.38
NET OF REVENUES & EXPENDITURES		0.00	510,682.20	1,452.63	(510,682.20)	100.00
Fund 368 - 2009 SPECIAL ASSESSMENT						
000 - REVENUE		0.00	837.00	121.50	(837.00)	100.00
TOTAL REVENUES		0.00	837.00	121.50	(837.00)	100.00
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Fund 368 - 2009 SPECIAL ASSESSMENT:						
TOTAL REVENUES		0.00	837.00	121.50	(837.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	837.00	121.50	(837.00)	100.00
Fund 370 - 2010 SPECIAL ASSESSMENT						

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
			02/29/2020 NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	NORMAL	BALANCE (ABNORMAL)		
Fund 370 - 2010 SPECIAL ASSESSMENT								
000 - REVENUE		0.00	67.19	0.00		(67.19)	100.00	
TOTAL REVENUES		0.00	67.19	0.00		(67.19)	100.00	
Fund 370 - 2010 SPECIAL ASSESSMENT:								
TOTAL REVENUES		0.00	67.19	0.00		(67.19)	100.00	
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	67.19	0.00		(67.19)	100.00	
Fund 372 - 2011 SPECIAL ASSESSMENT								
000 - REVENUE		0.00	5,911.75	175.08		(5,911.75)	100.00	
TOTAL REVENUES		0.00	5,911.75	175.08		(5,911.75)	100.00	
Fund 372 - 2011 SPECIAL ASSESSMENT:								
TOTAL REVENUES		0.00	5,911.75	175.08		(5,911.75)	100.00	
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	5,911.75	175.08		(5,911.75)	100.00	
Fund 374 - 2012 SPECIAL ASSESSMENT								
000 - REVENUE		0.00	13,396.54	168.98		(13,396.54)	100.00	
TOTAL REVENUES		0.00	13,396.54	168.98		(13,396.54)	100.00	
Fund 374 - 2012 SPECIAL ASSESSMENT:								
TOTAL REVENUES		0.00	13,396.54	168.98		(13,396.54)	100.00	
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	13,396.54	168.98		(13,396.54)	100.00	
Fund 376 - 2013 SPECIAL ASSESSMENT								
000 - REVENUE		0.00	2,405.47	0.00		(2,405.47)	100.00	
TOTAL REVENUES		0.00	2,405.47	0.00		(2,405.47)	100.00	

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE	ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED	BUDGET	02/29/2020 (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	NORMAL	(ABNORMAL)		
Fund 376 - 2013 SPECIAL ASSESSMENT									
Fund 376 - 2013 SPECIAL ASSESSMENT:									
TOTAL REVENUES		0.00		2,405.47		0.00		(2,405.47)	100.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		2,405.47		0.00		(2,405.47)	100.00
Fund 382 - 2016 SPECIAL ASSESSMENT									
000 - REVENUE		0.00		4,406.19		0.00		(4,406.19)	100.00
TOTAL REVENUES		0.00		4,406.19		0.00		(4,406.19)	100.00
Fund 382 - 2016 SPECIAL ASSESSMENT:									
TOTAL REVENUES		0.00		4,406.19		0.00		(4,406.19)	100.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		4,406.19		0.00		(4,406.19)	100.00
Fund 383 - 2017 SPECIAL ASSESSMENTS									
000 - REVENUE		0.00		66,838.07		100.00		(66,838.07)	100.00
TOTAL REVENUES		0.00		66,838.07		100.00		(66,838.07)	100.00
Fund 383 - 2017 SPECIAL ASSESSMENTS:									
TOTAL REVENUES		0.00		66,838.07		100.00		(66,838.07)	100.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		66,838.07		100.00		(66,838.07)	100.00
Fund 384 - 2018 SPECIAL ASSESSMENTS									
000 - REVENUE		0.00		181,044.50		916.83		(181,044.50)	100.00
TOTAL REVENUES		0.00		181,044.50		916.83		(181,044.50)	100.00
Fund 384 - 2018 SPECIAL ASSESSMENTS:									
TOTAL REVENUES		0.00		181,044.50		916.83		(181,044.50)	100.00
TOTAL EXPENDITURES		0.00		0.00		0.00		0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		181,044.50		916.83		(181,044.50)	100.00
Fund 385 - 2019 SPECIAL ASSESSMENTS									
000 - REVENUE		0.00		190,238.39		799.10		(190,238.39)	100.00

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR		AVAILABLE	% BDGT USED
		AMENDED BUDGET	02/29/2020 NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)		
Fund 385 - 2019 SPECIAL ASSESSMENTS							
	TOTAL REVENUES	0.00	190,238.39	799.10	(190,238.39)	100.00	
Fund 385 - 2019 SPECIAL ASSESSMENTS:							
	TOTAL REVENUES	0.00	190,238.39	799.10	(190,238.39)	100.00	
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	
	NET OF REVENUES & EXPENDITURES	0.00	190,238.39	799.10	(190,238.39)	100.00	
Fund 397 - 2009 LTGO DEBT							
	000 - REVENUE	76,023.00	15,136.25	0.00	60,886.75	19.91	
	TOTAL REVENUES	76,023.00	15,136.25	0.00	60,886.75	19.91	
	905 - DEBT SERVICE	76,023.00	15,136.25	0.00	60,886.75	19.91	
	TOTAL EXPENDITURES	76,023.00	15,136.25	0.00	60,886.75	19.91	
Fund 397 - 2009 LTGO DEBT:							
	TOTAL REVENUES	76,023.00	15,136.25	0.00	60,886.75	19.91	
	TOTAL EXPENDITURES	76,023.00	15,136.25	0.00	60,886.75	19.91	
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00	
Fund 401 - CAPITAL PROJECT FUND							
	000 - REVENUE	290,395.00	374,450.89	0.00	(84,055.89)	128.95	
	TOTAL REVENUES	290,395.00	374,450.89	0.00	(84,055.89)	128.95	
	000 - REVENUE	324,745.00	131,039.80	0.00	193,705.20	40.35	
	TOTAL EXPENDITURES	324,745.00	131,039.80	0.00	193,705.20	40.35	
Fund 401 - CAPITAL PROJECT FUND:							
	TOTAL REVENUES	290,395.00	374,450.89	0.00	(84,055.89)	128.95	
	TOTAL EXPENDITURES	324,745.00	131,039.80	0.00	193,705.20	40.35	
	NET OF REVENUES & EXPENDITURES	(34,350.00)	243,411.09	0.00	(277,761.09)	708.62	
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM							
	000 - REVENUE	2,274,807.00	29,649.24	2,659.01	2,245,157.76	1.30	

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20		YTD BALANCE	ACTIVITY FOR	AVAILABLE		% BDGT USED
		AMENDED	BUDGET	02/29/2020 (NORMAL (ABNORMAL))	MONTH 02/29/2020 INCREASE (DECREASE)	NORMAL	(ABNORMAL) BALANCE	
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM								
TOTAL REVENUES		2,274,807.00		29,649.24		2,659.01	2,245,157.76	1.30
270 - ADMINISTRATIVE		0.00		1,051.00		0.00	(1,051.00)	100.00
966 - TRANSFERS OUT		2,274,807.00		2,947,710.00		0.00	(672,903.00)	129.58
TOTAL EXPENDITURES		2,274,807.00		2,948,761.00		0.00	(673,954.00)	129.63
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM:								
TOTAL REVENUES		2,274,807.00		29,649.24		2,659.01	2,245,157.76	1.30
TOTAL EXPENDITURES		2,274,807.00		2,948,761.00		0.00	(673,954.00)	129.63
NET OF REVENUES & EXPENDITURES		0.00		(2,919,111.76)		2,659.01	2,919,111.76	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH								
000 - REVENUE		0.00		280.40		29.95	(280.40)	100.00
TOTAL REVENUES		0.00		280.40		29.95	(280.40)	100.00
Fund 466 - CAPITAL PROJECTS-BUILDING AUTH:								
TOTAL REVENUES		0.00		280.40		29.95	(280.40)	100.00
TOTAL EXPENDITURES		0.00		0.00		0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		280.40		29.95	(280.40)	100.00
Fund 494 - CAPITAL PROJECTS FUND								
000 - REVENUE		10,000.00		277.95		29.71	9,722.05	2.78
TOTAL REVENUES		10,000.00		277.95		29.71	9,722.05	2.78
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		10,000.00		277.95		29.71	9,722.05	2.78
TOTAL EXPENDITURES		10,000.00		0.00		0.00	10,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00		277.95		29.71	(277.95)	100.00
Fund 497 - CAPITAL PROJECTS-SUBDIVISION								
000 - REVENUE		0.00		10,674.50		0.00	(10,674.50)	100.00

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

GL NUMBER	DESCRIPTION	2019-20 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			02/29/2020 NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 497 - CAPITAL PROJECTS-SUBDIVISION						
	TOTAL REVENUES	0.00	10,674.50	0.00	(10,674.50)	100.00
Fund 497 - CAPITAL PROJECTS-SUBDIVISION:						
	TOTAL REVENUES	0.00	10,674.50	0.00	(10,674.50)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	10,674.50	0.00	(10,674.50)	100.00
Fund 588 - TRANSPORTATION FUND						
	000 - REVENUE	75,279.00	50,163.32	8,318.02	25,115.68	66.64
	TOTAL REVENUES	75,279.00	50,163.32	8,318.02	25,115.68	66.64
	200 - GEN SERVICES	75,279.00	62,938.74	0.00	12,340.26	83.61
	TOTAL EXPENDITURES	75,279.00	62,938.74	0.00	12,340.26	83.61
Fund 588 - TRANSPORTATION FUND:						
	TOTAL REVENUES	75,279.00	50,163.32	8,318.02	25,115.68	66.64
	TOTAL EXPENDITURES	75,279.00	62,938.74	0.00	12,340.26	83.61
	NET OF REVENUES & EXPENDITURES	0.00	(12,775.42)	8,318.02	12,775.42	100.00
Fund 590 - SEWER FUND						
	000 - REVENUE	2,801,735.00	967,695.81	12,220.25	1,834,039.19	34.54
	TOTAL REVENUES	2,801,735.00	967,695.81	12,220.25	1,834,039.19	34.54
	200 - GEN SERVICES	1,648,648.00	1,052,431.74	114,953.47	596,216.26	63.84
	549 - SEWER OPERATIONS	562,292.00	113,377.71	23,461.26	448,914.29	20.16
	901 - CAPITAL OUTLAY	540,000.00	91,970.00	8,568.25	448,030.00	17.03
	905 - DEBT SERVICE	50,795.00	5,397.33	0.00	45,397.67	10.63
	TOTAL EXPENDITURES	2,801,735.00	1,263,176.78	146,982.98	1,538,558.22	45.09
Fund 590 - SEWER FUND:						
	TOTAL REVENUES	2,801,735.00	967,695.81	12,220.25	1,834,039.19	34.54

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 590 - SEWER FUND						
TOTAL EXPENDITURES		2,801,735.00	1,263,176.78	146,982.98	1,538,558.22	45.09
NET OF REVENUES & EXPENDITURES		0.00	(295,480.97)	(134,762.73)	295,480.97	100.00
Fund 591 - WATER FUND						
000 - REVENUE		3,614,094.00	1,902,038.86	37,765.22	1,712,055.14	52.63
TOTAL REVENUES		3,614,094.00	1,902,038.86	37,765.22	1,712,055.14	52.63
200 - GEN SERVICES		465,284.00	315,050.50	32,818.73	150,233.50	67.71
552 - WATER UNDERGROUND		612,939.00	361,733.57	39,987.87	251,205.43	59.02
553 - WATER FILTRATION		1,035,427.00	693,040.20	86,511.18	342,386.80	66.93
901 - CAPITAL OUTLAY		455,000.00	397,826.16	2,454.92	57,173.84	87.43
905 - DEBT SERVICE		611,082.00	438,156.25	0.00	172,925.75	71.70
TOTAL EXPENDITURES		3,179,732.00	2,205,806.68	161,772.70	973,925.32	69.37
Fund 591 - WATER FUND:						
TOTAL REVENUES		3,614,094.00	1,902,038.86	37,765.22	1,712,055.14	52.63
TOTAL EXPENDITURES		3,179,732.00	2,205,806.68	161,772.70	973,925.32	69.37
NET OF REVENUES & EXPENDITURES		434,362.00	(303,767.82)	(124,007.48)	738,129.82	69.93
Fund 599 - WASTEWATER FUND						
000 - REVENUE		2,052,374.00	1,305,923.63	137,127.44	746,450.37	63.63
TOTAL REVENUES		2,052,374.00	1,305,923.63	137,127.44	746,450.37	63.63
548 - WASTEWATER OPERATIONS		1,627,374.00	1,108,560.86	127,405.80	518,813.14	68.12
901 - CAPITAL OUTLAY		525,000.00	169,499.23	21,778.34	355,500.77	32.29
TOTAL EXPENDITURES		2,152,374.00	1,278,060.09	149,184.14	874,313.91	59.38
Fund 599 - WASTEWATER FUND:						
TOTAL REVENUES		2,052,374.00	1,305,923.63	137,127.44	746,450.37	63.63
TOTAL EXPENDITURES		2,152,374.00	1,278,060.09	149,184.14	874,313.91	59.38
NET OF REVENUES & EXPENDITURES		(100,000.00)	27,863.54	(12,056.70)	(127,863.54)	27.86

PERIOD ENDING 02/29/2020

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

GL NUMBER	DESCRIPTION	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	02/29/2020 (ABNORMAL)	MONTH 02/29/2020 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 661 - FLEET MAINTENANCE FUND						
000 - REVENUE		1,215,746.00	485,429.95	42,203.87	730,316.05	39.93
TOTAL REVENUES		1,215,746.00	485,429.95	42,203.87	730,316.05	39.93
891 - FLEET MAINTENANCE		277,241.00	227,646.80	21,314.66	49,594.20	82.11
901 - CAPITAL OUTLAY		938,505.00	238,352.56	0.00	700,152.44	25.40
TOTAL EXPENDITURES		1,215,746.00	465,999.36	21,314.66	749,746.64	38.33
Fund 661 - FLEET MAINTENANCE FUND:						
TOTAL REVENUES		1,215,746.00	485,429.95	42,203.87	730,316.05	39.93
TOTAL EXPENDITURES		1,215,746.00	465,999.36	21,314.66	749,746.64	38.33
NET OF REVENUES & EXPENDITURES		0.00	19,430.59	20,889.21	(19,430.59)	100.00
TOTAL REVENUES - ALL FUNDS		26,752,523.00	17,087,524.09	1,010,787.22	9,664,998.91	63.87
TOTAL EXPENDITURES - ALL FUNDS		26,442,289.00	18,153,374.84	1,228,085.70	8,288,914.16	68.65
NET OF REVENUES & EXPENDITURES		310,234.00	(1,065,850.75)	(217,298.48)	1,376,084.75	343.56

OWOSSO HISTORICAL COMMISSION
Regular Meeting Minutes
February 10, 2020
Curwood Castle



Call to order: Chair Elaine Greenway called the meeting to order at 6:01 p.m.

Present: Chair Elaine Greenway, Vice-Chair Dave Acton, Commissioner Mark Erickson, Commissioner Sara Adams, Commissioner Steven Flayer, Commissioner Gary Wilson, Ex-officio Commissioner Josh Adams

Absent: Commissioner Paul Rogers, Commissioner Heather Jacobs

Others Present: Albert Martenis III (Executive Director), Denice Grace (Head Docent), Linda Beeman

Review and approval of agenda: Commissioner Flayer made the motion to approve the agenda with the addition of a discussion item: “whether or not to conduct a press event to officially announce the hiring of Albert Martenis III as Executive Director of the OHC”, seconded by Vice-Chair Acton, ayes all, motion carried.

Review and approval of the OHC 1/13/20 minutes: Commissioner Flayer made the motion to approve the minutes for the 1/13/20 OHC meeting as presented, seconded by Commissioner Wilson, ayes all, motion carried.

Welcome new Commissioner: Chair Greenway welcomed Gary Wilson to the Commission. Commissioner Wilson said he was pleased to be back on the Commission and that he had enjoyed the 12 years he had previously served.

Review OHC account balances and other financial information: ED Martenis has reviewed the previous 24 months of OHC finances and is doing an analysis of those to present to the Commission at the March 9th meeting.

Review budget vs. actual spending from July 1st through January 31st, 2020: this will be reviewed on March 9th

Review January 2020 income and expenses: This will be reviewed on March 9th

Review January 2020 check register: This will be reviewed on March 9th

Visitor comments: Linda Beeman was acknowledged, welcomed as a visitor, and Chair Greenway commented that the Commission was looking forward to tonight's

agenda item during which she will report on grants that could be available to the Commission.

Communications received: No communications received

Old Business (updates):

1. **Recommendation on renting the Castle grounds to Aviator Jane:** Aviator Jayne owner Mandy Pidek would like to rent the castle lawn to hold a vendor event. Denice sent Josh the current lease and usage policies to give to her. July 11th or the 18th are the possible dates. The 18th is the Cruise the Pits event along with downtown sidewalk sales. If she decides to pursue having the event, she will provide insurance, per the OHC policy. If there is an updated rental policy in effect at the time of the event, the new policy will be followed, and a contract will be signed that reflects the new policy.
2. **Progress on Gould House capital improvement bid packages:** ED Martenis will meet with Deb Hebert to discuss the process of creating and sending out bid packages. Commissioner Adams will forward to ED Martenis an estimate that was received on new boilers for the Castle (this estimate is for information only; no commitment has been made to the contractor that supplied the estimate).
3. **Archiving update:** Commissioner Flayer updated the Commission on how the archiving has progressed so far.
4. **Minute-taker update** – Denice is taking on this role. The Commission authorized the purchase a small digital recorder for her to use in this role.
5. **Status of new router installation for the Castle:** The City's IT technician, Jeff Kish, has received the router and will install it as his schedule permits.
6. **Painting donation date and arrangements:** The date of the donation has been moved to Saturday, February 15 at 1 p.m. Commissioners and Curwood Festival Board members have been invited to attend. Denice will contact local media outlets and will talk to the owners of the Curwood House Bed and Breakfast about booking a room for the person coming to deliver the painting.
7. **Add OHC to the list of Curwood Festival service groups:** Chairman Greenway reported that the Agreement with the festival has been signed and so this initiative has been completed.
8. **Pipe freezing prevention at the Gould House:** ED Martenis reported that he has set the heat level and heating air flow at the Gould House to ensure that the pipes in the kitchen will not freeze until a more permanent solution is achieved.

New Business:

1. **Update on Executive Committee meetings with the Executive Director:** Vice-Chair Acton reported that the Executive Committee meeting focus has been to support ED Martenis during his onboarding process and to help him set priorities over 30, 90, and 180-day time windows. Executive Committee meetings are held each Monday morning from 8 to 9 a.m. at the Gould House. The Executive Committee members are Chair Greenway, Vice-chair Acton, Commissioner Adams, and Commissioner Erickson.
2. **Policy and process review on renting facilities:** Commissioner Flayer presented the draft policy and process for renting OHC facilities. He reported that he, Chair Greenway, and Denise created the draft. He asked each of the Commissioners to review the draft and be prepared to discuss it at the March 9th OHC meeting. After Commission approval it will go to the City attorney for review and approval and then to City Council for final review and approval.
3. **Obtain input on committee structure:** the following decisions were made:
 - A. **Archiving & Acquisitions Committee:** Commissioner Flayer suggested combining the Archiving and Acquisitions Committee with the Education and Exhibitions Committee. Commissioner Flayer volunteered to chair the combined Committee and Commissioner Adams volunteered to chair an Education subcommittee.
 - B. **Preservation and Community Development Subcommittee:** Commissioner Wilson volunteered to chair this new subcommittee. This subcommittee will provide a process for dialog and collaboration for people purchasing and/or working on historic properties in Owosso. The subcommittee will host talks and demonstrations on how to do restoration work and/or how to get it done through knowledgeable contractors.
 - C. **Facilities Committee:** Commissioner Erickson volunteered to chair the Committee. This Committee will lead and facilitate capital improvements to the properties enabled by the millage approval.
 - D. **Social Media Committee:** Commissioner Adams volunteered to chair this Committee. The Committee will manage the website and Facebook. Head Docent Grace will do the Facebook posting.
 - E. **Governance:** Vice-Chair Acton volunteered to chair this Committee. It will be responsible to create and maintain the OHC Strategic Plan. Chair Greenway and Commissioners Adams and Erickson agreed to be on the Committee.
 - F. **Finance and Philanthropy:** Chair Greenway volunteered to chair this Committee. It will manage the membership and capital campaigns. Vice-Chair Acton, and Commissioners Erickson and Adams agreed to be on the Committee.
 - G. **Volunteers:** No Commissioner volunteered to chair this Committee. Until such time as a Commissioner volunteers, Head Docent Grace will line up volunteers as needed. The Commission agreed that the OHC needs to adapt as necessary to attract younger volunteers. Executive Director Martenis suggested that experienced volunteers could recruit and manage teams of younger volunteers.

Commissioner Flayer suggested awarding recognition prizes to long standing volunteers that reach measurable milestones.

Commissioner Adams suggested that the Commission create junior Commissioner positions to facilitate bringing in younger volunteers. The Volunteers Committee and its future will be a topic of discussion at the March 9th OHC meeting.

4. **Update on pursuit of Grants:** Linda Beeman provided a report on available grants. She has been talking to the MCACA (Michigan Council for Arts & Cultural Affairs). The OHC qualifies as a nonprofit Arts & Cultural organization and may qualify for up to five grants (of which it can receive a maximum of four). MCACA is using a new system which Linda will have to learn and the new system requires uploading three years of financial records to apply for the grants. This only needs to be done once. There is a meeting on March 31st in Saginaw on the new system and Linda and ED Martenis will attend. The OHC needs to address the fact that none of our properties are handicap accessible, as this may be an inhibitor to obtaining grants. The following are possible grants:
 - a. Organizational Support: a \$60,000 grant, with a 1-1 match. It goes live March 1st and is due June 1st. Awarded August 1st
 - b. Capital Improvements: a \$100,000 grant, with a 1-1 match. It goes live March 1st and is due June 1st. Awarded August 1st
 - c. A mini grant for Art projects or a mini grant for professional development which could pay for the OHC ED to go to the Midwest Museum Alliance conference in Milwaukee July 2021. A \$100,000 grant, with a 1-1 match. It goes live March 1st and is due June 1st. Awarded August 1st
 - d. New Leaders: for people aged 14-30. A \$4000 grant, with a 1-1 match. It is for projects or collaborations that are led by a young person who is connected to an established youth professional council. ED Martenis suggested we could partner with someone in the Shiawassee Young Professionals Council to take care of this requirement.
 - e. Operational Support: A grant of an amount to be determined is from October 1, 2020 through September 30, 2021. More information is needed on this grant. It is for new projects started after October 1, 2020 only.
5. **Purchase authorization for commercial vacuums:** Commissioner Erickson made a motion to purchase new upright and handheld commercial vacuums for the Castle, seconded by Commissioner Flayer, ayes all, motion carried.
6. **New Commissioner candidate(s) identification:** Commissioner Erickson suggested that we work to fill the three open Commission positions with millennials and/or Generation Z people (40 years old or younger). Commissioner Adams suggested that we could also consider creating a junior Commissioner position and fill it with high school age person. Ex-officio Commissioner Josh Adams suggested that we ask ED candidate Betsy Galloway if she is interested

in becoming a Commissioner (Vice-chair Acton will follow up with her).

7. **Press Event for the Official Announcement of the Selection of Albert Martenis as the Executive Director:** After discussing alternative approaches, it was decided that there will be a joint press event for which the Independent, the Argus-Press, and Tom Manke will be invited. This event will be held during the week of February 17th. Vice-chair Acton will contact the appropriate people at the media outlets and coordinate with ED Martenis and the Commission on a day and time, and the expectation is that as many Commissioners as possible will attend.

Visitor Comments: No visitor comments

Commissioner Comments:

1. Chair Greenway clarified that she would conduct the OHC meetings, and that Vice-chair Acton will work with ED Martenis to prepare a draft agenda and send it via email with financial and other appropriate information in a Commission meeting packet. The packet is to be sent as soon as possible prior to each Commission meeting.
2. Commissioner Erickson led a discussion about a suggestion to change the date on the “gateway” signs from the incorporation date of 1859 to the establishment date of 1836. The Commission agreed that the 1836 establishment date is more appropriate, and Commissioner Erickson will communicate this agreement to City Manager Henne, with the expectation that City Manager Henne will work with Agnew Graphics to make the change to the three signs.

Adjournment: Commissioner Adams made the motion to adjourn at 8:06 p.m., seconded by Commissioner Erickson, ayes all, motion carried.

**MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
COUNCIL CHAMBERS, CITY HALL
Monday, February 24, 2020 – 6:30 P.M.**

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

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Tanya Buckelew

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

MEMBERS ABSENT: Commissioner Yerian

OTHERS PRESENT: Justin Sprague, CIB Planning, Gary Burke and Phil Hathaway, Friends of the Shiawassee River, Carrie Hoag, Owner of Trebor Industries

APPROVAL OF AGENDA:
MOTION BY COMMISSIONER LAW, SUPPORTED BY VICE-CHAIR LIVINGSTON TO APPROVE THE AGENDA FOR February 24, 2020.

YEAS ALL. MOTION CARRIED.

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

YEAS ALL. MOTION CARRIED.

PUBLIC HEARINGS:

425 and 429 Hamblin – Rezoning Request .7 acres at 425 and 429 Hamblin from R-2, Two-Family Residential to I-1, Light Industrial - Owner Carrie Hoag, Trebor Industries

The two properties requested to be rezoned would be combined into one single parcel with a parcel located at 434 E. Howard Street where the principal light industrial business is located. The parcel identification numbers are as follows; 050-430-000-003-00, 050-430-000-002-00, 050-680-004-006-00.

Justin Sprague CIB Planners had the following findings:

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 – While the predominant land use to the east and south of the subject parcels remain residential, there are commercial uses nearby as well as industrial uses immediately adjacent to the north of these parcels. The applicant has indicated that they will not be expanding the industrial operations on this site and would be utilizing the site for additional storage purposes, specifically a storage shed already on site. It is our belief that this rezoning would not significantly impact the neighborhood, nor be in conflict with the overall goals of the Master Plan, nor 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 I-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 residential. In this case, the applicant would prefer to utilize the properties as a means to provide additional storage in association with the existing business already in the I-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 – Based on information from the applicant, we do not believe that there would be significant impact on surrounding property values if the properties are utilized in the way the applicant has stated. That is not to say that there couldn't be a significant impact in the future if these properties were ever developed for a higher intensity use beyond storage for the existing business. The Planning Commission will have to discuss the possibility of future development that would not be consistent with the surrounding land uses.

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 – There should be no issues with existing infrastructure being able to accommodate and service this site.

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 – We do not see an overwhelming demand for this use in relation to the amount of land already zoned I-1. This is not a situation of a new business looking to rezone property as an ideal site for their business. This is a case where a property owner currently owns all the parcels and would like to combine them to serve the business without a split-zone situation on their property.

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.

Based upon the above comments, CIB Planning recommends approval of the rezoning request for 425 and 429 Hamblin based on the following items;

1. That the request is not in overwhelming conflict with the Master Plan or the Zoning Ordinance;
2. The site is compatible with uses in the proposed I-1 Zoning District;
3. The applicant is not rezoning to increase the return on investment of the property;
4. That the Planning Commission understands that the proposed use may not be incompatible with surrounding land uses, but other uses in the I-1 district may be;
5. Infrastructure to the site is appropriate for the proposed use;
6. That the existing property owner owns all applicable parcels and would like to combine them into one contiguously zoned lot; and
7. The request has not been previously submitted to the City for consideration.

Residents that spoke during the Public Hearing:

1. Robert Shepard of 418 Hamblin called in to the Building Department that he is against the rezoning. If the lots were ever filled in, it would cause water issues as there is always standing water. Trebor is a mess and needs a fence around all of it.
2. Brian Heath of 426 Hamblin does not want to see the bins piled up from his front yard
3. Darlene Shepard of 418 Hamblin stated if the lots were used for additional storage, it would mean more of a vision block. Also related to the flooding issue.
4. Darlene Heath of 426 Hamblin does not want to see more of a storage mess
5. Cassandra Boulis of 423 Hamblin is concerned with flooding issues and does not want to see more bins

Owner of Trebor Industries, Carrie Hoag, explained her reasoning for the rezoning request. She stated her business lot is about 4' higher than the 2 lots and has no intentions of developing them. Once she removes the house on 425 Hamblin, she just wants to be able to keep the storage shed sitting on that lot. Ms. Hoag presented pictures to the board of her property and neighboring properties. These pictures will be given to the Code Enforcement Department.

Commissioner Robertson asked Ms. Hoag why she bought these lots. Ms. Hoag replied she bought on the city auction in order to clean up the neighborhood and the drug house.

Public Hearing closed

Further discussion regarding:

A recommendation to Council to not allow storage on these 2 lots, shed only

Special use to keep the shed as opposed to rezoning

Combination of the lots but keep the split zoning, would allow her to keep the shed

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER LAW TO NOT APPROVE THE REZONING REQUEST DUE TO CONCERNS OF EXTENDING LIGHT INDUSTRIAL INTO A RESIDENTIAL AREA – SPOT ZONING.

AS AN ALTERNATIVE THE PLANNING COMMISSION IS RECOMMENDING THE FOLLOWING TO THE CITY COUNCIL:

1. **RECOMMENDS THE COMBINING OF THE LOTS WITH THE SPLIT ZONING.**
2. **ONLY THE SHED WOULD BE ALLOWED TO REMAIN ON THE VACANT LOT.**
3. **NO INDUSTRIAL STORAGE WOULD BE ALLOWED ON THE VACANT LOTS AS THEY WILL REMAIN ZONED AS RESIDENTIAL.**

RCV ALL YEAS MOTION CARRIED

OLD BUSINESS: NONE

NEW BUSINESS: NONE

PUBLIC COMMENTS AND COMMUNICATIONS:

1. Gary Burke and Phil Hathaway of Friends of the Shiawassee River discussed working on more trails and improve access to the downtown area from the river. Mr. Hathaway stated he would like to see the Planning Commission explore the idea of the city being a river town.
2. **2019 Planning Commission Annual Report per 125.319 (2) of the Michigan Planning Enabling Act 33 of 2008**

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY SECRETARY FEAR TO ACCEPT THE 2019 PLANNING COMMISSION ANNUAL REPORT AND RECOMMEND SENDING TO COUNCIL.

YEAS ALL. MOTION CARRIED

ADJOURNMENT

MOTION BY COMMISSIONER TAYLOR, SUPPORTED BY COMMISSIONER ROBERTSON TO ADJOURN AT 7:35 P.M. UNTIL THE NEXT MEETING ON March 23, 2020.

YEAS ALL, MOTION CARRIED.

Janae L. Fear, Secretary

DRAFT

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

February 25, 2020

4:30 P.M.

WWTP

1. Roll (4:30 p.m.)
Members Present: R. Holzheuer, G. Chinavare, D. Chrenka
Alternates Present: T. Crawford
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
2. Minutes of the October 22, 2019 meeting: Motion by Crawford to approve the October 22, 2019 meeting minutes with support by Holzheuer. No Discussion. Motion carries 4-0.
3. Secretary's Report:
 - a) Plant Performance Summaries (October 2019-January 2020): Guysky noted full permit compliance for all months, including January 2020 where wet weather resulted in abnormally high plant flow (222 MG).
 - b) Operation/Staffing Update: Guysky noted Tertiary pump #3 is out for a scheduled 5-year rehab. Operating staff is at normal level. Chinavare noted the promotion of part-time data entry clerk Wyman Brown to full-time Asset Management Technician for the City. Once the transition is complete, the part-time data entry clerk position will likely be filled.
 - c) WWTP Project Updates: Guysky updated the board on the backup generator project, noting some post-install difficulties, currently being investigated by Consumers Energy and Cummins. The headworks rehabilitation/modification project plans have been submitted to Michigan EGLE as part of the SRF Loan process, approval of which is currently pending. A minor project, rehab of filter piping supports, was bid out with no reasonable bid returned, so WWTP personnel will attempt the rehab, with engineering support from C2AE. The WWTP Administration Building will also be rehabilitated beginning this summer, with roof and exterior first, then interior. Estimated cost for this is \$250,000 and is not part of the SRF-funded projects.
4. Old Business
 - a) Wastewater Plant Agreement Review: Chinavare noted that he has partially completed his review of the agreement, and will have comments prepared for the April Review Board meeting.
 - b) SRF Loan Application Status: Chinavare updated the board on the SRF status, namely the pending approval, after which the first project (headworks rehab/modification) will be bid out. Chinavare also outlined the schedule for future SRF-funded projects: Sludge dewatering replacement/main building roof replacement (2021 – projected cost: \$1,378,000 for dewatering, \$398,000 for roof), Intermediate/Tertiary Trickling Filter rehab/replacement (2024 – projected cost: \$2,800,000). C2AE will be the consultant for the 2020 and 2021 projects, with proposals likely taken for the consulting work on the 2024 project.

5. New Business
 - a) 2019 Flow Summary: Flow data from 2019 was briefly discussed, with Guysky noting all service units within contract capacity for the June-October time frame. Chinavare noted that planning is in progress for permanent installation of new (previously purchased) ISCO Laserflow meters, which will provide more accurate flow data during plant surcharge events.
6. Citizens'/Members' Comments: Chinavare discussed likely regulations on sulfides and chlorides in the future, with more detailed information provided at one of the upcoming Review Board meetings.
7. Next Meeting: March 24, 2020, 4:30 p.m.
8. Adjourn: Motion to adjourn by Crawford, with support by Chrenka. No discussion. Motion carries 4-0. Meeting adjourned at 5:15 p.m.

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

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
MARCH 4, 2020 AT 7:33 A.M.
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:33 A.M.

ROLL CALL: Was taken by Recording Secretary, Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Mayor Chris Eveleth, Commissioner Bobbi Fuller, Commissioner Jon Moore, Commissioner Lance Omer, Commissioner Theresa Trecha and Commissioner Jim Woodworth.

MEMBERS ABSENT: Vice-Chairman Bill Gilbert, Commissioner Ken Cushman

OTHERS PRESENT: Josh Adams, DDA Director; Eric Numerich

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER EVELETH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE MINUTES FOR THE MEETING HELD FEBRUARY 5, 2020 WITH THE SPELLING CORRECTION OF OHC EXECUTIVE DIRECTOR NAME TO ALBERT MARTENIS. ADDITIONALLY, THE WORD "APPLICATIONS" SHOULD BE "APPLICANTS" IN COMMITTEE UPDATES 1) DESIGN AND BUSINESS VITALITY.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) CHECK REGISTER – Nothing out of the ordinary noted.

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE CHECK REGISTER FOR FEBRUARY, 2020 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) MARCH 2020 BUDGET REPORT -

IT WAS MOVED BY AUTHORITY MEMBER EVELETH, SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE MARCH 2020 BUDGET REPORT AS PRESENTED.

AYES: ALL. MOTION CARRIED.

3) 2020/2021 ANNUAL BUDGET APPROVAL – TIF is increased by about \$10,000 projected. The actual amount is not known at this time. Maintenance budget is \$40,000. There is a small cushion built in. Some grants may become available for streetscape. The intended focus is Exchange Street.

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER FULLER TO APPROVE THE ANNUAL BUDGET FOR 2020/2021.

AYES: ALL. MOTION CARRIED.

4) RLF APPLICATION AWARDEES:

- 1) **GRANT: \$ 1,500** to John & Morgan Beilfuss: Project-113 S. Washington Street
- 2) **GRANT: \$31,000** to Brent Mowinski/Mowinski Financial: Project – 800 W. Main Street
LOAN: \$50,000 to Brent Mowinski/Mowinski Financial: Project – 800 W. Main Street
- 3) **LOAN: \$20,000** to Julie Chapko/The Vintage Barrel: Project – 109 N. Washington Street
- 4) **LOAN: \$30,000** to Paul Kleeman/Cookie Kraze: Project – 101 N. Washington

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE LOANS AND GRANTS AS PRESENTED ON THE RATIONALE WORKSHEET.

AYES: ALL. MOTION CARRIED.

COMMITTEE UPDATES:

- 1) **Design and Business Vitality** – Committee will be broken up in subcommittee and task forces. The detail will be presented at next meeting.
- 2) **Promotion & Outreach** – No meeting. New tables and tents and maps are being put together. The Mitchell Amphitheater will be the location of the Main Street Midnight Farmers market in the parking lot rather than Castle Park.
- 3) **Business Owners Committee** –No February meeting. Next meetin will be in March to review summer events.
- 4) **Manager Updates – Refer to Director's Report.**
 - A) Grant/Loan Applications have been revised into 3 different applications to differentiate between Grant and Loan.
 - B) Car charging stations continue to be researched. \$20,000 to \$30,000 match will be required. Each unit has a cost up to \$170,000. A national move to develop a certificate program to allow data to be collected by plugging into charging stations allowing identification at any charging station is currently being developed. Director Acton will cautiously investigate the opportunity for Owosso to be part of the initial wave of chargers recognizing its users.

Board Continuing Education/Information:

- **Director Report** – 6-Page report presented to Board covering Works Plans, Initiatives, Website, Contracted Services, Committee Structure and Revolving Loan Program to highlight the key points of the report: \$92,000 Grants, \$306,975 Loans: Total of \$399,050.00 has been issued.
- **March 2020 MMSC Training;** Tuesday, March 24th in Milan, MI; Topic – Fund Development
- **National Main Street Conference:** May 18-20 in Dallas, TX

PUBLIC COMMENTS: None

BOARD COMMENTS. Omer attended State Historic Preservation Advocacy Day in support of tax credit bill introduced by Representative Ben Frederick. Matching funds are needed. The decision will may be made in September 2020 when the State's budget is completed.

Acton noted Volunteer Recognition and Block Party may be combined to be held in Alley behind the buildings on the south side of Exchange between Ball and Washington Streets if a project requiring joint effort of property owners and city to bury Consumers Energy services underground is successful. Consumers Energy cost for the service is \$58,000. Woodworth suggested that the Revolving Loan/Grant Funds may be an option to utilize for the project.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 8:35 A.M.

AYES: ALL. MOTION CARRIED.

HISTORICAL COMMISSION - Regular Meeting Minutes
March 9, 2020
Curwood Castle
6:00 p.m. to 7:30 p.m.



Call to order - Chair Elaine Greenway called the meeting to order at 6:00 p.m.

Roll call

Present: Chair Elaine Greenway, Vice-Chair Dave Acton, Commissioner Mark Erickson, Commissioner Steve Flayer, Commissioner Gary Wilson, Executive Director Albert Martenis, Head Docent Denice Grace

Absent: Commissioner Sara Adams, Commissioner Paul Rogers, Commissioner Heather Jacobs

Agenda and Minutes

Review and approval of the 3/9/2020 agenda – Commissioner Flayer made the motion to approve the 3/9/2020 agenda, seconded by Commissioner Wilson, Ayes all motion carried.

Review and approval of the 2/10/2020 minutes – Commissioner Flayer made the motion to approve the 2/10/2020 minutes, seconded by Commissioner Wilson, Ayes all, motion carried.

Financial Review

Review YTD budget vs. actual spending from July 1, 2019 through January 31, 2020:

Executive Director Martenis distributed copies of the fiscal year budget report and summarized that as we are about 60% of the way through the budget year, our expenditures should be at about 60% of budget and they are.

Based on further review of the report, the Commission projected that we would finish the year within budget.

Review January 2020 check register:

Executive Director Martenis provided each Commission member with a copy of the check register.

The Commission concluded that the checks written were appropriate.

Welcome visitor(s) and visitor comments

Chair Elaine Greenway introduced guest Betsy Galloway who is excited to help the OHC as a Commissioner and/or a member of the Archiving Committee.

Commissioner comments

Commissioner Flayer reported that he met with Executive Director Martenis a couple of weeks ago and noted that the ED attended the February Historic Shiawassee meeting and was well received.

Commissioner Erickson reported that the Facilities Committee met and reviewed the capital improvement plans and priorities: they will meet again on Wednesday morning, March 11th to move the plans forward so that bid packages can be issued to contractors.

Commissioner Wilson informed the commission that Phil Hathaway has joined the Facilities Committee.

He also suggested that ED Martenis attend the Michigan Historic Preservation Network Conference (more information will be obtained about the Conference and attendance by the ED will be a topic on the April OHC agenda).

Executive Director Communications report

Executive Director Martenis reported that he met with the Masons at the Gould House and the Masonic lodge.

They discussed ways the Masons could collaborate with the OHC, and there will be follow up meetings to further discuss collaboration opportunities.

Executive Director Martenis is going to meet with Kim Springsdorf of the Steam Railroading Institute to propose a collaboration strategy that could generate funds for the OHC and make the November/December SRI excursions even more attractive to the 1225 riders.

He met with the owner of Myrtles about making chocolate shaped castle suckers that we could sell during Curwood Weekend.

He has also met with Piper Brewer at the Shiawassee Arts Center to discuss collaboration opportunities.

Executive Director Martenis stated that he has met with Linda Beeman regarding the Grants the OHC will apply for.

The MCACA had a glitch in their system which will change the grant deadlines.

Linda Beeman will be paid by the hour.

He hasn't signed a contract with her yet but are working on the same contract as last year.

Old Business

1. Policy review on renting OHC facilities – Commissioner Flayer distributed updated copies of the Policies and Procedures for renting the properties. Commissioner Erickson asked that OHC be spelled out, so people know that it stands for Owosso Historical Commission. It was decided to take out the paragraph on Alcohol and Gambling which will be addressed later. Vice-Chair Acton made a motion to accept the amended policies and procedures, seconded by Commissioner Wilson, Ayes All, Motion Carried.
2. Decision on renting Castle grounds to Aviator Jane – Head Docent Grace will send the amended Policies and Procedures just approved to Main Street Manager and Ex-Officio Commissioner Josh Adams who will negotiate the contract with Aviator Jayne.
3. Modify Committee structure – Further discussion is needed on the committee structures. Commissioner Wilson's historical preservation committee will become a subcommittee under Commissioner Erickson's Facilities Committee. Neither Commissioner Greenway or Commissioner Erickson want to be on the

Finance and Philanthropy committee. It was discussed whether Archiving and Acquisitions should be one committee or two; no conclusion was reached so no change will be made at this time (additional discussions on the Committee structure will occur when the Governance Committee updates the strategic plan. Commissioner Greenway of the Events committee talked about the possibility of having a pond and garden tour and reminded the Commission that they did not have a volunteer award ceremony last year. There will be one later this year.

4. Chair for the Volunteers Committee – Executive Director Martenis and Head Docent Grace will handle volunteers. The Commission agreed that a Commissioner Chair is not needed for this committee at this time.
5. Update on purchase of upright and hand-held commercial vacuums – Executive Director Martenis will go to Lansing to talk to the owner of Lam's Sweeper Shop in Lansing about the purchase of commercial vacuums.
6. Update on router installation at Castle – The router is in. Jeff Tish will install it when his schedule permits.

New Business

Update on OHC purchasing process – Executive Director Martenis wants the Commission to think about how to improve the purchasing process.

One of the questions that he would like to have addressed: "is there an appropriate amount that the ED can approve without approaching the Commission for permission?". This question will be considered by the Finance Committee and a recommendation will be presented to the Commission.

City Manager Nathan Henne is working on obtaining an OHC credit card.

Visitor Comments Betsy Galloway reiterated how excited she is to work with everyone. She will meet with Commissioners Flayer and Adams at a date to be determined to see where she can be the most help.

Commissioner Comments – none

Adjournment

Commissioner Flayer made the motion at adjourn at 7:31 p.m., seconded by Commissioner Erickson, Ayes All, meeting adjourned.

MINUTES
SPECIAL MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
MARCH 16, 2020 AT 7:30 A.M.
CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:30 A.M.

ROLL CALL: Was taken by Executive Director, Josh Adams

MEMBERS PRESENT: Chairman Dave Acton, Commissioner Bobbi Fuller, Commissioner Jon Moore, Commissioner Lance Omer, Commissioner Theresa Trecha and Commissioner Jim Woodworth.

MEMBERS ABSENT: Vice-Chairman Bill Gilbert, Commissioner Ken Cushman, Mayor Chris Eveleth

OTHERS PRESENT: Josh Adams, DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

- 1) **RLF Modifications** – The Executive Director presented the Board with recommended modifications to the Revolving Loan Fund Manual to include Emergency Response Loans. The Emergency Response Loans would work as follows:

- These funds will be issued in temporary, 6-month durations Initiated by local, state, and/or national emergencies (natural or economical) - beyond the control of local business & property owners
- Eligible loan purposes include rent, utilities, payroll, and site restoration
- Loan amounts allowed up to \$5,000.00. **Applications greater than \$5,000.00 can be reviewed.**
- Loans can be awarded to meet the emergency need of up to 3 months of eligible expenses
- Loan interest will be 0% if paid back within 12-months of award. Interest of 3% will start accumulating **after** the twelfth month.

Pre-existing Revolving Loans:

- Existing RLF loan payments maybe deferred up to 6-months

The creation of the Emergency Response Loan is in response to:

- The COVID-19 Pandemic
- County & State-wide “social distancing” and “community separation” guidelines related to the pandemic.
- State-mandated shutdown of all non-essential businesses.

As a result, many businesses have seen a dramatic loss of sales and have had to shutdown. OMS/DDA's creation of these emergency loans will temporally lift some of the financial burden from the businesses with the City as they try to navigate these uncertain time.

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE REVOLVING LOAN FUND MANUAL MODIFICATIONS AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) RLF Emergency Deferrals – The Board discussed the deferment of current, existing revolving loans. The Board agreed to defer (postpone) all loan payments associated with the Revolving Loan Fund until July 2020. During this deferment time all interest will be forgiven. Monthly loan billing and interest will start back up on July 1, 2020. The Board also agreed to review the deferment plan during its regular May board meeting and if it is determined that additional deferment is need, they will continue deferment through September 2020.

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE REVOLVING LOAN DEFERMENTS UNTIL JULY 1, 2020 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH AND SUPPORTED BY AUTHORITY MEMBER MOORE TO ADJOURN AT 8:12 A.M.

AYES: ALL. MOTION CARRIED.

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
APRIL 1, 2020 AT 8:02 A.M.
VIA ZOOM VIDEO CONFERENCING

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 8:02 A.M.

ROLL CALL: Was taken by Executive Director, Josh Adams

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Mayor Chris Eveleth, Commissioner Ken Cushman, Commissioner Jon Moore, Commissioner Lance Omer, Commissioner Theresa Trecha and Commissioner Jim Woodworth.

MEMBERS ABSENT: Commissioner Bobbi Fuller

OTHERS PRESENT: Josh Adams, DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) EMERGENCY RESPONSE RLF APPLICATION AWARDEES:

- **Loan: \$5,000.00** to Gilberts Hardware & Appliance; 113 W. Main Street
- **Loan: \$5,000.00** to 10 Computer Repair & More; 203 W. Main Street
- **Loan: \$5,000.00** to Ashleigh's Dance Shack; 206B W. Main Street
- **Loan: \$5,000.00** to SAW Investors, LLC.; 216 W. Main Street
- **Loan: \$5,000.00** to O. Marie's; 218 W. Main Street
- **Loan: \$5,000.00** to MA Hanna Corp of Michigan; 220 W. Main Street
- **Loan: \$5,000.00** to Foster Coffee Company; 115 S. Washington Street
- **Loan: \$5,000.00** to Norm Henry Shoes; 117-119 S. Washington Street
- **Loan: \$5,000.00** to Capitol Bowl; 219 S. Washington Street
- **Loan: \$5,000.00** to Woodworth Commercial; 120 W. Exchange Street
- **Loan: \$1,800.00** to J's Tux & Bridal Boutique; 113 E. Main Street

The OMS/DDA Revolving Loan Committee has reviewed all the above applications and is recommending approval.

IT WAS MOVED BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE 11 EMERGENCY RESPONSE LOANS AS PRESENTED.

AYES: ALL. MOTION CARRIED.

2) REVOLVING LOAN REQUEST: 220 W. Main Street – The OMS/DDA Revolving Loan Committee has reviewed the application submitted by MA Hanna Corp of Michigan and is recommending a \$6,000.00 loan to conduct brick restoration work associated with the property located at 220 W. Main Street.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE REVOLVING LOAN TO MA HANNA CORP OF MICHIGAN FOR \$6,000.00 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

3) REVOLVING LOAN REQUEST: 215 N. Water Street – The OMS/DDA Revolving Loan Committee has reviewed the application submitted by AZee Business Solutions (AZee) and is recommending a \$27,000.00 loan to aid in business expansion costs including equipment purchases located at 215 N. Water Street, Suite 124B. This business expansion will include the creation of 2 new full-time positions and AZee will be expanding into two additional units within the Armory Building. The Revolving Loan Committee also recommends that the applicant may request additional funds if more expansion costs are required. Both the Revolving Loan Committee and the Board agree that encouraging such business expansions is vital for the growth of the district.

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE REVOLVING LOAN TO AZEE BUSINESS SOLUTIONS FOR \$27,000.00 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

4) REVOLVING LOAN REQUEST: 113 W. Exchange Street – The OMS/DDA Revolving Loan Committee has reviewed the application submitted by J. Harrison Properties and is recommending a \$9,400.00 loan to aid in the remodeling of the second-story office space located at 113 W. Exchange Street. This remodel is being conducted to bring a technology firm into the DDA District that will include 4 employees. Both the Revolving Loan Committee and the Board agree that encouraging such development is vital for the growth of the district.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE REVOLVING LOAN TO J. HARRISON PROPERTIES FOR \$9,400.00 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

COMMITTEE UPDATES: Mr. Adams discussed the COVID-19 Plan for future committee meetings. He stated that all OMS/DDA Committees will meet via Zoom Video Conferencing throughout the month of April.

PUBLIC COMMENTS: None

BOARD COMMENTS. The Board discussed the future process regarding emergency response loan applications. They agreed that if the City Manager & Mayor approve; they will conduct a Special Board Meeting on the Tuesday - the week prior of each City Council Meeting to review & approve all applications. This will allow ample time for the Director to prepare all documentation and submit it to the City Clerk to be added on the City Council Meeting Agenda. This will also provide a streamlined process to get loan applicants their funds as quickly as possible.

The Board also discussed the possibility of using RLF funds to aid in the County-wide grant program that has been initiated by the Michigan Economic Development Corporation through the Chamber & SEDP. The Board agreed to discuss this possibility in future meetings.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO ADJOURN AT 8:43 A.M.

AYES: ALL. MOTION CARRIED.