

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 07, 2021
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 16, 2021:

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF AUGUST 30, 2021:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. USDA Grant. Conduct a Public Hearing pursuant to USDA Grant guidelines to receive citizen comment regarding application for grant funding to be used toward the purchase of an ambulance.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Set Public Hearing – CDBG Grant Application. Set a public hearing for Monday, September 20, 2021 at 7:30 p.m. in the City Hall Council Chambers to receive citizen comment regarding the proposed application for the 152 Howard Street Redevelopment Project for a CDBG grant.
2. Proposed Special Assessment Project – Lee Street. Authorize Resolution No. 1 for proposed Special Assessment District No. 2022-02 for Lee Street from Clark Street to Ada Street for street resurfacing.

3. Proposed Special Assessment Project – Maple Avenue. Authorize Resolution No. 1 for proposed Special Assessment District No. 2022-03 for Maple Avenue from M-71 (Corunna Avenue) to the north end for street reconstruction.
4. Boards and Commissions Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Brad A. Barrett Finance Director	City of Owosso Building Authority	06/30/2023
Melissa Wheeler	Downtown Development Authority/Main Street	06/30/2024
Jerald Bila	Parks & Recreation Commission To fill unexpired term of P. Alexander	06/30/2022
Ellen Rodman	Parks & Recreation Commission	06/30/2023
Patrick Bradley*	Firemen's Memorial Steering Committee	09/01/2022
Daniel A. Law*	Firemen's Memorial Steering Committee	09/01/2022
Mary Reid Long*	Firemen's Memorial Steering Committee	09/01/2022
Teresa Schneider*	Firemen's Memorial Steering Committee	09/01/2022
Ross Stanley*	Firemen's Memorial Steering Committee	09/01/2022
Sarah Moorodian*	Firemen's Memorial Steering Committee	09/01/2022
Travis Schneider	Firemen's Memorial Steering Committee	09/01/2022

* indicates reappointment

5. Change Order - 2021 Water Service Line Replacement Project. Approve Change Order No. 3 to the 2021 Water Service Line Replacement Project Contract with W.T. Stevens Construction, Inc. increasing the contract in the amount of \$30,680.00 for the addition of seven non-compliant water service lines around the city to the list of streets for service line replacement, and further approve payment to the contractor up to the contract amount, including Change Order Nos. 1, 2 & 3.
6. Change to Street Lighting Contract – Change-over to LED. Authorize amendment to the Street Light Contract with Consumers Energy to reflect the replacement of old high pressure sodium cobrahead streetlights on the Gould Street bridge with new LED lights, removal of said lights from the current street lighting contract, inclusion of said lights on a new contract solely for LED fixtures, and authorize the Mayor and City Clerk to execute appropriate documents.
7. Professional Services Agreement – Governmental Accounting Services. Authorize a professional services agreement with Maner, Costerisan & Ellis, P.C. dba Maner Costerisan for the provision of governmental accounting services in an amount not to exceed \$25,000.00 and further authorize payment to the firm for services rendered in accordance with the contract.
8. General Utility Engineering Services Contract - Fishbeck. Approve contract with Fishbeck to provide professional engineering services for future utilities projects in accordance with the City Purchasing Policy for a period through October 30, 2025.
9. Contract Renewal - General Utility Engineering Services. Approve the required annual renewal of the General Utilities Engineering Services contracts with C2ae, OHM Advisors, Tetra Tech, and Jones & Henry to provide engineering services for utilities projects through October 30, 2022.
10. Bid Award – Structural Firefighting Gear. Authorize bid award to Apollo Fire Equipment Co. for the purchase of structural firefighting gear in the amount of \$2,154.53 each, up to \$10,772.65 per year with a ten percent cost increase for two additional years and further authorize payment to the vendor based on unit prices for actual quantities required.

11. Warrant No. 605. Authorize Warrant No. 605 as follows:

Vendor	Description	Fund	Amount
MEI Total Elevator Solutions	Emergency repairs to city hall elevator less return of unneeded parts	General	\$23,407.01
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions half of FY 21/22	Various	\$52,530.00

ITEMS OF BUSINESS

1. Set Special Meeting – Strategic Planning. Consider setting a special meeting for the second Strategic Planning session.
2. Closed Session. Consider holding a closed session after the last Citizen Comments & Questions period for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

COMMUNICATIONS

1. Pete Yerian, Planning Commission. Letter of Resignation.
2. Downtown Historic District Commission. Minutes of July 21, 2021.
3. Downtown Development Authority. Minutes of August 4, 2021.
4. Owosso Historical Commission. Minutes of August 9, 2021.
5. Zoning Board of Appeals. Minutes of August 17, 2021.
6. Downtown Historic District Commission. Minutes of August 18, 2021.
7. Parks & Recreation Commission. Minutes of August 25, 2021.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, September 20, 2021, 7:30 p.m.

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2024
Downtown Development Authority – term expires June 30, 2024
Downtown Historic District Commission – term expires June 30, 2022
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Parks & Recreation Commission-term expires June 30, 2022
Parks & Recreation Commission-term expires June 30, 2023
Planning Commission – term expires June 30, 2022
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

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 AUGUST 16, 2021
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER NICHOLAS L. PIDEK

PLEDGE OF ALLEGIANCE: JUSTIN HORVATH, SEDP PRESIDENT

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Janae L. Fear, Jerome C. Haber, Daniel A. Law, Nicholas L. Pidek, and Robert J. Teich, Jr.

ABSENT: None.

APPROVE AGENDA

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

ITEMS OF BUSINESS – ADDITION

4. Set Public Hearing – USDA Grant Application. Consider setting a public hearing for Tuesday, September 7, 2021 at 7:30 p.m. for the purpose of receiving citizen comment regarding the application for USDA grant funding for a new ambulance.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 2, 2021

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of August 2, 2021 as presented.

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

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF AUGUST 5, 2021

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Special Meeting of August 5, 2021 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Joseph Moore, owner of 304 Michigan Avenue, asked that the City consider two ideas: 1. allow city residents to cut and remove usable wood from the Aiken Road drop-off site 2. develop a permit system to allow residents to park overnight on the street.

Justin Horvath, president of the SEDP, provided a brief background of the Consumers easement request saying a new company had purchased the old Ready Mix site, cleaned it up in preparation for restarting the concrete plant, and requested electrical service to the site. He encouraged the Council to approve the easement.

Tom Manke, 2910 W. M-21, inquired whether the City still has a tree replacement program. He went on to mention that cities in norther Michigan allow overnight parking on their streets but they use an a system requiring residents park on a specific side of the street on a specific day. Lastly, he asked about the status of the retaining wall at City Hall.

Eddie Urban, 601 Glenwood Avenue, noted that prices at the Post Office will be going up August 26th. He also noted the pot hole at the South Gould Street and Monroe Street intersection as well as the uneven pavement at the intersection of Corunna Avenue and South Washington Street.

City Manager Nathan R. Henne noted that the retaining wall is scheduled to be finished around the end of September.

Mr. Henne indicated that the City still plants trees around town, with quite a bit of planting happening in the Osburn Lakes subdivision recently. He went on to say that the City's membership in Tree City USA lapsed some years ago. Mayor Eveleth indicated Council should institute an Arbor Day proclamation once again.

City Manager Henne responded to Mr. Moore's question regarding the Aiken Road drop-off site saying that he would like to consult with the DPW before agreeing to anything. Mayor Eveleth said he likes the idea of issuing permits allowing residents to park on the street overnight.

CONSENT AGENDA

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

Purchase Authorization – Police Vehicle. Waive competitive bidding requirements and authorize a purchase agreement with Signature Auto Group of Owosso for the purchase of a 2021 Ford Police Utility in the amount of \$35,679.00 utilizing Macomb County Contract # 21-18, with \$18,600.00 of the price offset by a USDA grant, and further authorize payment to the vendor upon satisfactory delivery of the vehicle as follows:

RESOLUTION NO. 147-2021

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PURCHASE OF A POLICE VEHICLE WITH SIGNATURE AUTO GROUP OF OWOSSO

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a police department requiring the use of police vehicles; and

WHEREAS, the City of Owosso desires to purchase one new police vehicle and a bid was received from Owosso Motors, Inc. d/b/a Signature Auto Group of Owosso, holder of the contract for police vehicles with Macomb County; and it is hereby determined that Signature Auto Group of Owosso is qualified to provide such vehicles and that it has submitted the responsible and responsive bid; and

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing equipment in coordination with another municipality.

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 purchase one 2021 Ford Interceptor Utility Police Vehicle from Signature Auto Group of Owosso, utilizing Macomb County Contract # 21-18, for a cost to the City of Owosso of \$35,679.00
- SECOND: the Finance Director and the Director of Public Safety are hereby instructed and authorized to sign documents necessary to complete the transaction.
- THIRD: payment is authorized to Signature Auto Group in the amount of \$35,679.00 upon delivery of the police vehicle. (With the City to be reimbursed \$18,600.00 from a USDA grant.)
- FOURTH: the above expenses shall be paid from the Police Division Capital Outlay fund 101-300-978.000.

Purchase Authorization - Public Safety Vehicle Equipment Changeover. Waive competitive bidding requirements, authorize contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, supply, and installation of public safety equipment in the new police utility vehicle in the amount of \$10,650.00, and further authorize payment to the vendor upon satisfactory completion of the work as follows:

RESOLUTION NO. 148-2021

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

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

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

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

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to contract with Mid Michigan Emergency Equipment Sales and Service LLC for the removal, purchase, and installation of public safety equipment in a City Police vehicle in the amount of \$10,650.00.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Mid Michigan Emergency Equipment Sales and Service LLC.

THIRD: The Accounts Payable Department is hereby authorized to issue payment to Mid Michigan Emergency Equipment Sales and Service LLC in the amount of \$10,650.00 upon delivery of the equipment and satisfactory completion of the work.

FOURTH: The above expenses shall be paid from the Police equipment fund 101-300-978.000.

Purchase Authorization – Tree Truck. Waive competitive bidding requirements and approve purchase of a new tree truck, authorizing a contract with D. & K. Truck Company for the purchase of one Freightliner M2 106 cab & chassis in the amount of \$72,735.00, further authorizing a contract with Versalift Midwest LLC for the purchase and installation of one Versalift unit, safety equipment and accessories in the amount of \$94,544.00, and further authorize payment to the vendors upon satisfactory delivery of said vehicle as follows:

RESOLUTION NO. 149-2021

AUTHORIZING PURCHASE AGREEMENT TO D. & K. TRUCK COMPANY OF LANSING, MICHIGAN AND VERSALIFT MIDWEST, LLC OF SHELBY TOWNSHIP, MICHIGAN TO PROCURE A FREIGHTLINER M2 106 CAB & CHASSIS AND A VERSALIFT UNIT WITH STORAGE BOXES, AND WARNING LIGHTS FOR USE IN THE FLEET MOTOR POOL AS A TREE TRUCK

WHEREAS, the City of Owosso, Shiawassee County, Michigan requires the use of a tree truck for the purpose of trimming trees and reaching high locations safely; and

WHEREAS, the current 1993 Ford tree truck has reached the end of its useful life; and

WHEREAS, the City of Owosso, has budgeted from the Fleet Motor Pool Replacement Fund for the purchase of a new tree truck, and

WHEREAS, the City of Owosso Director of Public Services & Utilities has reviewed the replacement equipment available on the State of Michigan Contracts as priced by D. & K. Truck Company and Versalift Midwest, LLC and recommends authorizing purchase agreements between the City of Owosso and D. & K. Truck Company of Lansing, Michigan and Versalift Midwest, LLC of Shelby Township, Michigan for the purchase of one 2023 Freightliner M2 106 Cab & Chassis and the purchase and installation of one Versalift unit, multiple storage boxes, multiple warning lights, and other safety equipment & accessories respectively.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with D. & K. Truck Company of Lansing, Michigan for the purchase of one 2023 Freightliner M2 106 Cab & Chassis on State of Michigan Contract #071B6600119 for use in the Fleet Motor Pool, in the amount of \$72,735.00.

SECOND: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Versalift Midwest, LLC of Shelby Township, Michigan for the purchase and installation of one Versalift unit, multiple storage boxes, multiple warning lights, and other safety equipment & accessories on State of Michigan Contract #071B7700166, for use in the Fleet Motor Pool, in the amount of \$94,544.00.

THIRD: The accounts payable department is authorized to submit payment to D. & K. Truck Company in the amount of \$72,735.00, and expense from account 661-901-979.000.

FOURTH: The accounts payable department is authorized to submit payment to Versalift Midwest in the amount of \$94,544.00, and expense from account 661-901-979.000

Minutes Correction. Approve correction to the July 6, 2021 Council meeting minutes correcting the Warrant No. from 495 to 602.

Warrant No. 604. Authorize Warrant No. 604 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal Risk Management Authority	Building and property insurance – 1 st of 3 installments for FY 21/22	Various	\$133,555.00

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

Parks & Recreation Commission Bylaws

City Manager Henne explained that the nature of the changes proposed were basically to bring the bylaws in line with the ordinance.

Motion by Councilmember Teich to approve the proposed bylaws for the City's Parks & Recreation Commission as follows:

RESOLUTION NO. 150-2021

TO ADOPT THE PARKS & RECREATION COMMISSION BYLAWS

WHEREAS, the Parks & Recreation commission is a public commission which is responsible for holding its own meetings in accordance with the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended; and

WHEREAS, the commissioners of the Parks & Recreation Commission of the City of Owosso have drafted and approved bylaws to direct the conduct and activities of such meetings and are submitting them to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED that the Owosso City Council hereby approves the bylaws of the Parks & Recreation Commission as follows, such bylaws to be effective immediately:

BYLAWS

**PARKS & RECREATION COMMISSION
CITY OF OWOSSO, MICHIGAN**

ARTICLE 1: PURPOSE AND AUTHORITY

The purpose and authority of the Commission shall be defined and authorized by Ordinance No. 691 of the City of Owosso, Shiawassee County, Michigan.

ARTICLE 2: ORGANIZATION

SECTION 1: MEMBERS

The members of the Commission shall be appointed by the Mayor and approved by the City Council. The Commission shall consist of seven (7) voting members. The Mayor or designee of the Mayor shall be the ex officio member of the Commission with Council approval. The ex officio does not have a vote.

SECTION 2: OFFICERS

- a) The officers of the Commission shall be Chairperson and Vice Chairperson.
- b) The ex officio member of the Commission, appointed by the Mayor, shall serve as Secretary of the Commission
- c) The officers shall serve two (2) year terms and the Secretary shall serve for an indefinite term
- d) Terms of office shall run from July 1 – June 30 and expire two (2) years later.

SECTION 3: OFFICER DUTIES

- a) The Chairperson shall preside at all meetings of the Commission and will attend appropriate meetings of City Council
- b) In the absence of the Chairperson, the Vice Chairperson will assume all the duties of the Chairperson
- c) The Secretary will keep a book of all meetings and records of all the meetings. Additionally, they will prepare agendas and shall give notice of regular and special meetings of the Commission. Finally, the Secretary will be in charge of the annual report and action plan to be reported to the City Council. The annual report must be approved by majority vote before presentation to the Council.

ARTICLE THREE: MEETINGS

- a) The Parks & Recreation Commission shall hold monthly meetings in the City Council Chambers, City Hall, Michigan on the fourth Wednesday of each month. Meetings shall begin at 7:00 p.m. and conclude by 8:00 p.m., unless adjournment is postponed by action of a majority of the Commission
- b) Any member of the Commission may call special meetings of the Commission with prior notice to each member of the date and purpose. Notice shall be given at least five (5) days in advance.
- c) All meetings will be in compliance with the Michigan Open Meetings Act.
- d) A quorum or simple majority of the Commissioners shall decide all issues.
- e) The Chairperson, or Vice Chairperson if appropriate, shall preside over all meetings.
- f) Parliamentary procedure at all meetings of the Commission shall be in accordance with Roberts Rules of Order.
- g) The Commission, through a motion and support may recess a meeting. For the recess to be in order, the time, day, month, date, year, and location to reconvene shall be stated as part of the action to recess. If the meeting does not reconvene within 36 hours after the action for recess, then the reconvened meeting shall be posted at least 18 hours prior to the reconvened meeting, per the Michigan Open Meetings Act.

ARTICLE FOUR: ADOPTION AND AMENDMENTS

- a) These by-laws are to be adopted by a simple majority vote at a regularly scheduled meeting of the Commission
- b) The Commission shall annually review these bylaws during its first regular meeting in March to determine any needed amendments
- c) Amendments shall be made by a simple majority vote.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

Consumers Easement – 525 Oakwood Ave. and S. Gould Street

City Manager Henne indicated that the easement requested would go through a small portion of two City parcels, that staff had vetted the request and had no issues with it.

Motion by Mayor Pro-Tem Osika to approve a 30' easement on City-owned parcels 050-580-000-141-00 and 050-010-035-002-00 for the construction, operation and maintenance of electric facilities for proposed concrete plant at 599 Oakwood Avenue as follows:

RESOLUTION NO. 151-2021

GRANTING A PERMANENT EASEMENT FOR ELECTRIC FACILITIES TO CONSUMERS ENERGY

WHEREAS, Consumers Energy desires to install electric facilities on/over the City owned parcels 050-580-000-141-00 and 050-010-035-002-00 to provide electric service to the proposed concrete plant at 599 Oakwood Avenue; and

WHEREAS, Consumers Energy has requested the City grant a permanent easement measuring 30' wide to allow for construction, operation, maintenance, and inspection of said facilities; and

WHEREAS, City staff has reviewed the request and concurs with the proposed location; and

WHEREAS, the city of Owosso is willing to grant a permanent easement for that portion of parcels 050-580-000-141-00 and 050-010-035-002-00 as described in Exhibit B of the easement agreement.

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 that it is advisable, necessary and in the public interest to grant a permanent easement as outlined by the terms set forth in the attached Easement for Electric Facilities between the City of Owosso and Consumers Energy.

SECOND: The Mayor and City Clerk are instructed and authorized to execute said easement documents.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Set Special Meeting

There was some discussion about changing the meeting time to 6:00 p.m. but some Councilmembers expressed concern that some citizens wouldn't be aware of the change in the meeting time.

Motion by Councilmember Pidek setting a special meeting for Monday, August 30, 2021 at 7:30 p.m. for the purpose of discussing possible uses of American Rescue Plan Act funding.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

Set Public Hearing – USDA Grant Application (This item was added to the agenda.)

City Manager Henne indicated that this item came to staff late in the week and was not included on the original agenda. He noted that the City has seen success with this particular grant program having received funding for police vehicles. Lastly, he noted the lead time for ambulances is currently 18 months.

Motion by Councilmember Pidek setting a public hearing for Tuesday, September 7, 2021 at 7:30 p.m. for the purpose of receiving citizen comment regarding the application for USDA grant funding for a new ambulance as follows:

RESOLUTION NO. 152-2021

SETTING A PUBLIC HEARING TO CONSIDER APPLICATION FOR GRANT MONEY FROM THE USDA FOR THE PURCHASE OF AN AMBULANCE

WHEREAS, the City of Owosso, Shiawassee County, Michigan has a fire department requiring the use of ambulances; and

WHEREAS, one of the City's ambulances has reached the end of its useful life and must be replaced; and

WHEREAS, the USDA has a grant program that provides funding for ambulances and this grant program requires a public hearing to allow for public comment on applying for the grant money; and

WHEREAS, the item must now be considered by the city council and a public hearing by the council is required before any such final approval can be acted upon; and

WHEREAS, the City of Owosso is eligible for up to 35% federal assistance in the purchase of an ambulance with a purchase cap of \$50,000.00. The grant would be capped at \$50,000.00 for the City of Owosso. The remaining funding would be covered by the City of Owosso.

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

FIRST: a public hearing is set for Tuesday September 7, 2021 at 7:30 p.m. for the purpose of hearing citizen comment on the grant application.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

Eric Lab, Downtown Development Authority/Main Street Board. Letter of resignation.
N. Bradley Hissong, Building Official. July 2021 Building Department Report.
N. Bradley Hissong Building Official. July 2021 Code Violations Report.
N. Bradley Hissong Building Official. July 2021 Inspections Report.
N. Bradley Hissong Building Official. July 2021 Certificates Issued Report.
Kevin D. Lenkart, Public Safety Director. July 2021 Police Report.
Kevin D. Lenkart, Public Safety Director. July 2021 Fire Report.
Parks & Recreation Commission. Minutes of July 28, 2021.

CITIZEN COMMENTS AND QUESTIONS

Joseph Moore, owner of 304 Michigan Avenue, said his idea to allow citizens to cut and take wood from the Aiken Road drop-off site would be a win for both the City and residents. He also asked that Council seriously consider a resolution to the issue of overnight parking.

Tom Manke, 2910 W. M-21, said the County Commission meets at the time that it does because department heads are required to attend the meetings. He went on to say that he was disappointed the City is no longer a Tree City USA but was happy to hear that we are thinking of going back.

Eddie Urban, 601 Glenwood Avenue, reminded everyone of the price increases at the Post Office taking affect August 26th.

There was discussion among Councilmembers regarding the overnight parking issue. Councilmember Teich asked that staff investigate how other cities handle overnight parking and report back to Council. Mayor Eveleth asked Councilmember Teich to work with the City Manager on the issue.

Councilmember Law said he likes the idea of allowing citizens to take wood from the Aiken Road drop-off site. He also indicated he would like to be included on the overnight parking discussions.

NEXT MEETING

Monday, August 30, 2021 – 5th Monday Meeting, if approved
Tuesday, September 7, 2021 – Regular Meeting, 7:30 p.m.

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2024
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Parks & Recreation Commission-term expires June 30, 2022
Parks & Recreation Commission-term expires June 30, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:10 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

**CITY OF OWOSSO
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES OF AUGUST 30, 2021
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

PLEDGE OF ALLEGIANCE: COUNCILMEMBER JANA L. FEAR

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilpersons Janae L. Fear, Jerome C. Haber, Daniel A. Law, Nicholas L. Pidek, and Robert J. Teich, Jr.

ABSENT: None.

CITIZEN COMMENTS AND QUESTIONS

Kirk Riley, Executive Director of the Friends of the Shiawassee River, relayed the Friends' concern regarding the continued sanitary sewer overflows into the river. While the organization appreciates the steps the City has taken to alleviate the problem they encouraged Council to consider using ARPA funds to take the next step, suggesting the organization and the City partner together to seek grant funding for educational efforts on the work that needs to be done.

Gary Burk, member of the Board of Directors for the Friends of the Shiawassee River, encouraged Council to utilize ARPA funding for the replacement of lead water service lines. He further encouraged Council to coordinate the replacement of sewer service lines along with the water lines. He also indicated the Friends support the rehabilitation of the Jerome Street area and went on to say he would like to see the project extend to the bus garage parcel with the goal of removing the structure and its operations out of the floodway.

Tom Manke, 2910 W. M-21, thanked the City for the improvements made to the Jerome Street area. He said people were enjoying the river once again and he was concerned that organizations like the Friends of the River would persuade the City to let the area return to nature.

Jamie Semans, Shiawassee District Library Board member, gave a brief update on all of the work the new library director has undertaken since her arrival in January. She went on to say that the library needs more critical work like replacement of the boiler lines and replacement of the current chair lift to make the Library ADA accessible and she encouraged the Council to consider setting aside ARPA funds to assist with those projects.

Dave Acton, present on behalf of the DDA and the Historical Commission, said the DDA would like to see ARPA funds dedicated to the replacement of the paver bricks downtown with stamped concrete as a part of the project to replace lead water service lines downtown. Changing hats, he said the Historical Commission would like to see the City consider replacing the Commission's COVID losses so they can pursue the goals they have laid out in their CIP plan.

Laura Archer, Chief Executive Officer of the Shiawassee Family YMCA, indicated that the Y had recently conducted a survey of local residents to gather information on needs and desires in the community. The Y would like to partner with the City, utilizing ARPA funds to address some of the issues raised by the survey. She went on to say that the YMCA hopes to become a community center for Owosso providing a whole host of programs to local families.

Mayor Eveleth said he really appreciated this forum and the attitude of all involved. He said he is looking forward to further discussion of this topic.

ITEMS OF BUSINESS

ARPA Funding Discussion

City Manager Nathan R. Henne led off the discussion noting that the presentation slides were identical to those handed out at the August 2, 2021 meeting, except for information regarding lost revenue which is new. He indicated that based on the calculations the City could use approximately half of the \$1.5 million in ARPA funds it expects to receive for the replacement of revenues lost to COVID. This money could be used for non-water and sewer related projects. He said he had spoken to numerous stake holders and staff about what is needed and suggested the City conduct an online survey to get an idea what the public would like to see done with the money.

Mayor Eveleth said he was in support of doing a transformational project and suggested holding off on discussions about infrastructure because there is an infrastructure bill working its way through at the Federal level that may provide additional funding for infrastructure projects.

There was discussion among Councilmembers and the City Manager regarding the following: potential restrictions on using ARPA funds as matching funds for local projects; developing a fair, organized process to vet proposals; how to measure successful outcomes; recommending county-wide organizations approach the County for additional assistance with their projects; development of cost estimates for each proposal; and the desire to tackle some of the City's current infrastructure issues with the funds.

There was agreement among the group to conduct a resident survey, develop an application process and scoring criteria for proposals, and developing cost estimates for each proposal. The Council also suggested that ARPA funding be a continuing item on future agendas.

After the discussion concluded Councilmember Law announced that Russ Wallace had recently passed away.

NEXT MEETING

Tuesday, September 07, 2021

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2024
Owosso Historical Commission – 2 terms expire December 31, 2021
Owosso Historical Commission – term expires December 31, 2022
Owosso Historical Commission – term expires December 31, 2023
Parks & Recreation Commission-term expires June 30, 2022
Parks & Recreation Commission-term expires June 30, 2023
Zoning Board of Appeals – Alternate – term expires June 30, 2024
Zoning Board of Appeals – term expires June 30, 2023

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:20 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: August 16, 2021
TO: Owosso City Council
FROM: Kevin Lenkart
Public Safety Chief
RE: USDA Grant Public Hearing

Conduct a public hearing to receive public comment on applying for grant money from the USDA for a portion of the cost of purchasing a new ambulance for the Owosso Fire Department.

The City of Owosso is eligible for up to 35% federal assistance in the purchase of an ambulance with a purchase cap of \$50,000.00. The grant would be capped at \$50,000.00 for the City of Owosso. The remaining funding would be covered by the City of Owosso.

RESOLUTION NO.

**PUBLIC HEARING TO RECEIVE CITIZEN COMMENT ON THE APPLICATION FOR GRANT MONEY
FROM THE USDA FOR THE PURCHASE OF A NEW AMBULANCE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has a Fire department requiring the use of ambulances; and

WHEREAS, the USDA has a grant program that provides funding for emergency vehicles/ambulances and this grant program requires a public hearing to allow for public comment on applying for the grant money; and

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

WHEREAS, the City of Owosso is eligible for up to 35% federal assistance in the purchase of an ambulance with a purchase cap of \$50,000.00. The grant would be capped at \$50,000.00 for the City of Owosso. The remaining funding would be covered by the City of Owosso.

WHEREAS, a public hearing was held on this application on Tuesday, September 7, 2021 in which no comments were received/all interested parties were heard.

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

FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to authorize city staff to submit the completed application for grant funding toward the purchase of a new police vehicle to the USDA.

SECOND: the City further commits to the terms of the grant as noted above.



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

DATE: 9.1.21
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: CDBG Rental Rehab Grant for 152 Howard Street Project – Set Public Hearing for Sept 20, 2021

BACKGROUND:

The City has received a letter of intent from the MEDC for a \$420,000 Rental Rehab program grant. There will be an additional \$558,715 in private matching funds. This grant is for the 152 Howard Street redevelopment project to create 7 new residential housing units – 4 will be LMI and 3 will be market rate. A public hearing is necessary to receive citizen comment on the grant application.

A complete grant application is available in the clerk's office for review.

RECOMMENDATION:

Schedule a public hearing for September 20, 2021 at 7:30 PM in Council Chambers at Owosso City Hall – 301 W Main St Owosso, MI 48867 – to receive comment on the Howard Street Rental Rehab project grant in the amount of \$420,000.

RESOLUTION NO.

**RESOLUTION SETTING A PUBLIC HEARING FOR SEPTEMBER 20, 2021
FOR THE CDBG RENTAL REHAB GRANT APPLICATION
FOR 152 HOWARD STREET PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received a letter of intent from the Michigan Economic Development Corporation to fund a \$420,000 Rental Rehab grant with Community Development Block Grant funds; and

WHEREAS, the grant shall be used for the purpose of redevelopment the 152 Howard Street property into mixed use commercial and residential space to include 7 new rental housing units; and

WHEREAS, 4 of the 7 housing units will be rent controlled per the rental rehab program requirements while the remaining 3 units will be market rate rental housing; and

WHEREAS, the City is required to hold a public hearing to receive citizen comment on the CDBG rental rehab program grant application; and

WHEREAS, the CDBG rental rehab grant will be supplemented with \$538,715 in private matching funds; and

WHEREAS, this project is planned for completion before Dec 31, 2023 subject to grant approval and award.

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 schedule a public hearing for the regular city council meeting of September 20, 2021 at 7:30 P.M. to receive citizen comment on the CDBG Rental Rehab program grant application in the amount of \$420,000 for the redevelopment of 152 Howard Street.
- SECOND: The complete CDGB Rental Rehab grant application will be available for public view in the City Clerk's office located in Owosso City Hall – 301 W Main Street, Owosso, MI 48867 – during regular business hours.
- THIRD: Written comments are welcome prior to the September 20, 2021 public hearing from citizens who wish to comment on the grant application but cannot attend the public hearing.

IDENTIFICATION OF UGLG

Project Title/Name: Howard Street Development

UGLG CONTACT INFORMATION	
Unit of General Local Government	City of Owosso
Chief Elected Official	<i>Name:</i> Christopher T. Eveleth <i>Title:</i> Mayor
Chief Elected Official Phone and Email	Ph. 989-725-0595 Fx. 989-725-0526
Street/PO Box	301 W Main St
City	Owosso
State/Zip	MI, 48867
County	Shiawassee
UGLG Project Contact (PC)	<i>Name:</i> Josh Adams <i>Title:</i> Executive Director, Owosso Mainstreet
UGLG PC Phone and Email	Ph. 989-725-0569 Fx. 989-725-0526
Street/PO Box	301 W Main St
City	Owosso
State/Zip	MI, 48867
County	Shiawassee
Application Preparer	<i>Name:</i> Nathan R. Henne <i>Title:</i> City Manager

FUNDING SOURCES (indicate all funding sources)	
CDBG Grant	\$ 420,000
CLP/RLF	\$
UGLG	\$
Private	\$ 558,715
	\$
	\$
TOTAL	\$ 978,715

UGLG INFORMATION
UGLG DUNS # 03-877-27703 http://www.dnb.com/duns-number.html
UGLG Federal ID # 386004723
UGLG Fiscal Year July 1 to June 30 (month start and end)

STATE GOVERNMENT REPRESENTATION			
Senator Name	Tom Barrett	Senate District	24
Representative Name	Ben Frederick	House District	85

FEDERAL GOVERNMENT REPRESENTATION			
Representative Name	John Moolenaar	Congressional District	4

NATIONAL OBJECTIVE ELIGIBILITY

The project must meet a National Objective. Please check the category (only one) that applies to the project:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Benefit Persons of Low and Moderate Income | <input type="checkbox"/> Prevention or Elimination of Slums or Blight |
| <input type="checkbox"/> LMI Area Benefit | <input type="checkbox"/> Area Benefit |
| <input type="checkbox"/> LMI Job Creation | <input type="checkbox"/> Spot Blight |
| <input checked="" type="checkbox"/> LMI Housing | |
| <input type="checkbox"/> Limited Clientele | |

PROJECT DESCRIPTION

Provide a project **narrative**, include the following:

- Identify the need for this project
- How does project fulfill an intended goal outlined in either the UGLG's Master Plan, CIP, or other associated community plan?
- Identify the intended outcome of the project
- The current or past use of the building/property, whether its residential or commercial, if applicable
- Identify any community support for this project, including support from local partnerships
- Outline activities necessary to complete the project

A. The City of Owosso has identified through the RRC process, Mainstreet program, and work with the Master Plan a need for affordable and market rate housing. If new apartment opportunities for affordable and market rate housing are not realized, the City believes we would not be realizing the goals set forth in these programs and could hamper our ability to be competitive with neighboring communities. Additionally the 2nd floor of the Ludington project is currently not able to be utilized due to blight. With full rehabilitation it will assist the City with its need for affordable housing. B. By creating 7 apartments where none exist currently (4 LMI, 3 market) we help the needs of community as identified in Draft Master Plan - referenced on page 28 "lack of housing is a challenge", page 33 areas of growth needs - housing, and Pages 36-40 Housing strategies and ways to effect change. C. Creation of 7 highly desirable and affordable rental units where vacant space exists currently. Additionally, a layer of security for owners affected by covid 19 and additional affordable housing stock for the community for decades to come. D. Current building was constructed in the early 1900's. Original use was the Owosso Baking company and Bell Isle Creamery (around 1920). In 1932 it was sold to the Byerly Bakery and remained as such until the early 1950's. In 1957 Jusling Tire opened and then transformed into All Phase Electric in 1972. In 1978 Community Tire opened and then was joined by an auto mechanic shop. In 1986 there was for a short time an auto trailer co. It remained a local auto repair shop for several years until Ludington Electric opened in 1998 and has remained in current space ever since. E. The City of Owosso created an OPRA for the building and has provided the MEDC with this document already approved by the State of MI. F. To complete the project, grant award, completion of architectural plans, environmental review, bid project, not to exceed price, construction period fill apartments with appropriate renters per MEDC guidelines. Construction activities would include: Minor demo, framing, new egress per design, fire suppression system, all new HVAC for 2nd floor apartments, complete drywall and paint. Wood, vinyl plank, and carpeting for flooring, new industry grade cabinetry, solid surface countertops, and MDF or wood trim throughout. All design work will be reviewed by SHPO prior to any work commencing.

Check all that apply as it pertains to the **Historic Status** of the property(s) involved:

- ☐ Listed in the National Register of Historic Properties
- ☐ Potentially eligible to be listed in the National Register of Historic Properties
- ☐ Listed in a state or local inventory of historic places
- ☐ Designated as a state or local landmark or historic district
- ☒ None of the above
- ☐ Not applicable

Provide the address(es) of the **benefited property(s)/building(s)/businesses**. Indicate whether commercial and/or residential:

150-152 E Howard St, Owosso, MI 48867

What is the total square footage impacted by this project?

4,240 square feet

Provide the name(s) of the private property/building owner(s) seeking to participate as a sub-recipient of funds. Include <u>all individuals</u> that have ownership of the property/building(s). Howard Street Development, llc, Owners: Sue and Carl Ludington	
Provide the DUNS Number of the private business owners , along with their respective owner's names listed above, if applicable. 096826484	
Has the NEPA Environmental Review been initiated?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Will jobs be relocated from another City or State as a result of this project? If Yes, explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Will the project result in the demolition or conversion of residential dwelling units, both occupied and vacant? If Yes, explain: Entire 2nd Floor will be redevelopment to include 7 residential units. Currently the entire 2nd is vacant and has not been utilized in 30 + years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Will the project result in special fees (i.e., tap in / hookup fees, special assessments)? If Yes, explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Are there any local, state and federal permits required for implementation of the proposed project? If Yes, will permit requests delay the proposed project or influence the timeline? No delays expected	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are there acquisitions, leases, easements, or property option/purchase agreements necessary to complete the project activities?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Are there current or incoming residential or commercial tenants ? If Yes, provide the number of tenants and whether they are residential, commercial or both: Ludington Electric (commercial), occupants of the 1st floor space. Company owners are also the owners of the building as well.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Will there be any temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants needed to complete the project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA

PROJECT TIMELINE		
Provide the tentative Start and End dates for activities associated with completing the project		
ACTIVITIES	START DATE (mm/yr)	END DATE (mm/yr)
Architect/Engineering completion	6/1/2021	9/1/2021
CGA	7/1/2021	8/1/2021
Environmental Review	8/1/2021	10/1/2021
Bidding of Project	9/1/2021	10/1/2021
Construction of Project	12/15/2021	12/1/2022
Leasing of completed apartments	12/1/2022	2/1/2023

PROJECT BUDGET						
ACTIVITY COSTS	CDBG	LOCAL	PRIVATE	OTHER	OTHER	TOTAL

Administrative Services	\$	\$	\$	\$	\$	\$
Lead Testing	\$	\$	\$	\$	\$	\$
Asbestos Testing	\$	\$	\$	\$	\$	\$
Engineering	\$	\$	\$10,500	\$	\$	\$10,500
3 rd Party Environmental	\$	\$	\$	\$	\$	\$
Acquisition	\$	\$	\$	\$	\$	\$
Demolition	\$	\$	\$	\$	\$	\$
Lead Abatement	\$	\$	\$3150	\$	\$	\$3150
Asbestos Abatement	\$1,125	\$	\$375	\$	\$	\$1500
Construction	\$418875	\$	\$543490	\$	\$	\$962365
Other-Asbestos and LBP Clearance	\$	\$	\$1200	\$	\$	\$1200
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
GRAND TOTAL	\$420000	\$	\$558715	\$	\$	\$978715

Are there **other funding sources available** to contribute to the proposed project? Provide inquiries made and the responses provided by associated funding sources.

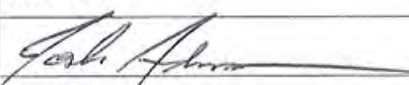
UFLG approved OPRA (12 years), private loan, private cash

Is **Program Income** available to help fund the proposed project? Note program income funds cannot count towards project match.

No

UGLG CAPACITY AND CONFLICT OF INTEREST	
Who will provide the administrative capacity for the proposed grant? <input type="checkbox"/> UGLG Staff <input checked="" type="checkbox"/> MEDC Certified Grant Administrator <input type="checkbox"/> Third Party Administrator/Consultant/EDO/EDC	
Has the UGLG received CDBG grants or loans in the past 5 years and/or have any open CDBG grants or loans, including grants or loans provided by MSF, MEDC and MSHDA? If Yes, please identify the associated projects and describe all, if any, findings or areas of concern regarding those projects: CDBG Housing Rehabilitation Program (2014), CDBG Façade Improvement Program (2017), CDBG/MEDC Match on Main Program (2019). No areas of concern for any previously awarded CDBG programs.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Does the UGLG have any outstanding CDBG grants or loans that have not been drawn down? If Yes, describe: the 2017 Façade Improvement Grant Program has been completed and funds are drawn down completely. However, the MEDC is working with the Owosso DDA/Mainstreet to close out the project administratively by the end of January, 2020	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Will local officials and staff be a party to any contract involving the procurement of goods and services assisted with CDBG funds? If Yes, describe:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
Will any person who is an employee, agent, consultant, officer, elected or appointed official of the UGLG obtain a financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter? If Yes, describe:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA

The **UGLG** agrees to adhere to HUD, CDBG and MEDC rules, regulations and the Grant Administration Manual (GAM) policies, procedures and reporting requirements. In agreeing to this, the UGLG will ensure that all entities involved in completing the proposed project will also adhere to rules and regulations during grant administration.

AUTHORIZED UGLG OFFICIAL	
Name and Title	Josh Adams
Signature	
Date	5/3/2021

Supporting Documentation		
Exhibit I	Project Location Map	Attached <input checked="" type="checkbox"/>
Exhibit II	Preliminary Architectural/Engineering Drawings	Attached <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Exhibit III	Independent 3 rd Party Estimate	Attached <input checked="" type="checkbox"/>
Exhibit IV	Financial Commitment Letter(s)	Attached <input checked="" type="checkbox"/>
Exhibit V	Site Control – Deed or Lease Agreement	Attached <input checked="" type="checkbox"/>
Exhibit VI	Blight Letter or Area Blight Resolution (Sample Form 2-B)	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit VII	Lead-Based Paint Applicability and Compliance Worksheet (Form 5-S)	Attached <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Exhibit VIII	Asbestos Applicability and Compliance Worksheet (Form 5-V)	Attached <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Exhibit IX	Historic Property Proof of Eligibility	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit X	Appraisal for CDBG-funded Acquisitions; or Waiver Valuation (Form 6-D)	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit XI	Maintenance/Sustainability Plan	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit XII	Background Check Form (filled out for processing); A form for each building owner(s) and whoever is authorized to manage and sign for the grant	Attached <input type="checkbox"/>
Exhibit XIII	Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions	Attached <input type="checkbox"/>
Exhibit XIV	System Award Management (SAM) Certification	Attached <input type="checkbox"/>
Job Creation Exhibit	Job Creation Summary Job Creation Assurance Machinery and Equipment (M&E) List, if applicable	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Rental Rehabilitation Exhibit	Rental Rehabilitation Workbook	Attached <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Façades Exhibit	Façade Budget Façade Building Owner and Activity Identification	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<p>Please attach all supporting documents in the order they are requested. If submitting electronically, label each supporting document appropriately.</p> <p>This list is not all inclusive. Additional compliance documentation will be sought post-application.</p>		



MEMORANDUM

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

DATE: September 7, 2021

TO: Owosso City Council

FROM: Ryan E. Suchanek, Director of Public Services & Utilities

SUBJECT: Lee Street: Special Assessment Resolution No. 1

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10 year period at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **September 7, 2021**.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment.

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

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

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

Tonight the council will be considering a petition signed by fifty percent of the front footage of the 700 block of Lee Street. Enclosed is Resolution No. 1 for the proposed district as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates it is typically handled without discussion of each individual item.

Staff recommends authorization of Resolution No. 1 for the following proposed project:

Lee Street: from Clark Street to Ada Street

Street Resurfacing

Resolution No. 2 will be introduced at a later time when the plans and estimates for this project have been completed.

Attachment(s): Lee Street Resolution No. 1
Lee Street Signed Petition
Lee Street Petition Spreadsheet

RESOLUTION NO.

**LEE STREET
FROM CLARK STREET TO ADA STREET
SPECIAL ASSESSMENT RESOLUTION NO. 1**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Lee Street from Clark Street to Ada Street:
Street Resurfacing**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.
2. he City Manager shall present said report to the City Council when same has been prepared.

TO THE COUNCIL OF THE CITY OF OWOSSO:

We, the undersigned property owners, hereby petition your Honorable Body to Resurface Lee Street from Clark Street to Ada Street.

SIGNATURE	PRINTED NAME	STREET ADDRESS	FOR OFFICE USE ONLY	DATE OF SIGNING		
				MONTH	DAY	YEAR
<i>Valerie A Coffey</i>	Valerie A Coffey	715 Lee Street	CF	6	8	2021
<i>Wesley J. Coffey</i>	Wesley J. Coffey	715 Lee St.	CF	6	8	2021
<i>Thomas Kurtz</i>	Thomas Kurtz	721 Lee St	CF	6	21	2021
<i>Athena Kurtz</i>	Athena Kurtz	721 Lee St.	CF	6	21	2021
<i>Irita Jones</i>	Irita Jones	600 Clark St.	CF	7	10	2021
<i>Matthew Jones</i>	Matthew Jones	600 Clark St	CF	7	10	2021

Petition Circulated By: Athena Kurtz

Date Received:

Approximate special assessment front foot cost is: \$45.00 per foot

This petition must be returned by September 3, 2021

Rec'd
8/10/2021
DX

signatures verified
8/10/21 cf

LEE ST FROM CLARK TO ADA

NORTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		"YES" FRONT FOOTAGE	MAILING ADDRESS
					YES	NO		
600	CLARK	JONES, MATHEW P & INITA L	050-670-001-016-00	165	X		165	600 CLARK ST OWOSSO, MI 48867
601	ADA	BALDWIN, DAVID A & BETHANY N TRUST	050-670-001-013-00	165		X		601 ADA ST OWOSSO, MI 48867

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SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		"YES" FRONT FOOTAGE	MAILING ADDRESS
					YES	NO		
721	LEE	KURTZ, THOMAS E. & ATHENA S.	050-660-003-011-00	93	X		93	721 LEE ST OWOSSO, MI 48867
715	LEE	COFFEY, WESLEY J. & VALERIE A.	050-660-003-012-00	72	X		72	715 LEE ST OWOSSO, MI 48867
709	LEE	WHITE, BARBARA E	050-660-003-005-00	66		X		709 LEE ST OWOSSO, MI 48867
533	ADA	SPENCER, DENNY	050-660-003-004-00	99		X		711 STEVENS DR OWOSSO, MI 48867

330

Total Front Footage: 660.00

Total "Yes" Front Footage: 330.00

Percent "Yes": 50.00%



MEMORANDUM

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

DATE: September 7, 2021

TO: Owosso City Council

FROM: Ryan E. Suchanek, Director of Public Services & Utilities

SUBJECT: Maple Avenue: Special Assessment Resolution No. 1

Each year the city considers a street program to improve selected city streets. Streets are selected for inclusion in the program either by citizen initiated petition or by selection by the city. Reconstruction or resurfacing of these streets is funded in part via special assessment. Special Assessment is the process by which a portion of the cost for making a local improvement is assessed against a property owner based upon the value that the property receives from the improvement. The city assumes the remaining portion of the cost (public benefit portion). In recent years, the city has spread this amount as 60% public benefit and 40% property benefit. The city usually finances special assessments for property owners over a 10 year period at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10 year period.

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

Step One/Resolution No. 1 identifies the proposed special assessment districts, directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. City Council is scheduled to approve Resolution No.1 at its regular meeting on **September 7, 2021**.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment.

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

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

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

At the September 3, 2019 meeting, city council accepted a petition signed by a majority of property owners of Maple Avenue for street improvements. Enclosed is Resolution No. 1 for the proposed district as a part of the Consent Agenda. Because this item simply introduces the proposed district and directs staff to develop estimates, it is typically handled without discussion of each individual item.

Staff recommends authorization of Resolution No. 1 for the following proposed project:

Maple Avenue: from M-71 (Corunna Avenue) to north end Street Reconstruction

Resolution No. 2 will be introduced at a later time when the plans and estimates for this project have been completed.

Attachment(s): Maple Avenue Resolution No. 1

RESOLUTION NO.

**MAPLE AVENUE
FROM M-71 (CORUNNA AVE) TO NORTH END
SPECIAL ASSESSMENT RESOLUTION NO. 1**

WHEREAS, the City Council of the City of Owosso deems it necessary to acquire and construct the following described improvement:

**Maple Avenue from M-71 (Corunna Avenue) to north end:
Street Reconstruction**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.
2. The City Manager shall present said report to the City Council when same has been prepared.

PETITION

Petition No.: 2019-06

Date Issued: 6/04/2019

TO THE COUNCIL OF THE CITY OF OWOSSO:

We, the undersigned property owners, hereby petition your Honorable Body to Resurface 400 Block Maple Street from Corunna Ave. to north end of street.

SIGNATURE	PRINTED NAME	STREET ADDRESS	FOR OFFICE USE ONLY	DATE OF SIGNING		
				MONTH	DAY	YEAR
Kirk Hall	Kirk Hall	412 maple St.		June	9	2019
Sherry Hall	Sherry Hall	412 maple St		June	9	2019
Kelvy Hall	Kelvy Hall	406 maple St		June	10	2019
Jackie Hatfield	Jackie Hatfield	413 maple St		June	10	2019
William K Hatfield	William K Hatfield	413 maple St		June	9	2019
Erin Spencer	Erin Spencer	400 MAPLE ST.		June	9	2019
Kimberly Spencer	Kimberly Spencer	400 Maple St.		June	9	2019
Brad Dise	Brad Dise	424 Maple St.		June	09	2019
Erin Stever	Erin Stever	401 maple St		June	09	2019
Michael Stever	Michael Stever	401 maple St		June	09	2019

Petition Circulated By: Erin Stever

This petition must be returned by September 13, 2019 in order to have the improvement considered for construction in the following year.

Date Received: _____

Approximate front foot cost is: \$43.00 per foot

MAPLE FROM CORUNNA TO NORTH END

WEST SIDE								
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		"YES" FRONT FOOTAGE	MAILING ADDRESS
					YES	NO		
424	MAPLE AVE	BRAD DISE	710-000-001	120.5	X		120.5	424 MAPLE AVE OWOSSO, MI 48867
416	MAPLE AVE	DALE & JOANNE SIEB	710-000-003	61.5		X	0	PO BOX 96 BANCROFT, MI 48414-0096
412	MAPLE AVE	KIRK & SHERRY HALL	710-000-004	54.5	X		54.5	412 MAPLE AVE OWOSSO, MI 48867-3628
406	MAPLE AVE	KELLY HALL	710-000-005	54	X		54	406 MAPLE AVE OWOSSO, MI 48867
400	MAPLE AVE	ERIC & KIMBERLY SPENCER	710-000-006	54.5	X		54.5	400 MAPLE AVE OWOSSO, MI 48867

EAST SIDE								
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		"YES" FRONT FOOTAGE	MAILING ADDRESS
					YES	NO		
703	CORUNNA AVE	MICHELLE BOWLES	710-002-005	93.1		X	0	PO BOX 101 OWOSSO, MI 48867
415	MAPLE AVE	EDWARD & KATHLEEN RIDGON	710-002-006	58		X	0	5188 N M52 OWOSSO, MI 48867
413	MAPLE AVE	WILLIAM HATFIELD	710-002-007	48	X		48	413 MAPLE AVE OWOSSO, MI 48867
407	MAPLE AVE	TODD RAMBO	710-002-008	66		X	0	6697 LOVEJOY ROAD FOWLerville, MI 48836
401	MAPLE AVE	MICHAEL & ERIN STEVER	710-002-009	73	X		73	401 MAPLE AVE OWOSSO, MI 48867

NORTH SIDE								
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	SIGNED PETITION		"YES" FRONT FOOTAGE	MAILING ADDRESS
					YES	NO		
600	OAKWOOD AVE	GREAT LAKE CENTRAL RAILROAD INC	710-001-015	65		X	0	PO BOX 550 OWOSSO, MI 48867

TOTAL FRONT FOOTAGE: 748.1 TOTAL "YES" FRONT FOOTAGE: 404.5
PERCENTAGE "YES": 54%



MEMORANDUM

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

DATE: September 7, 2021

TO: City Council

FROM: Ryan E. Suchanek, Director of Public Services & Utilities

SUBJECT: Change Order No. 3 for the 2021 Water Service Line Replacement Project

RECOMMENDATION:

Approval of Change Order No. 3 to the Contract between the City of Owosso and W.T. Stevens Construction, Inc. of Flint, Michigan, for the 2021 Water Service Line Replacement Project.

BACKGROUND:

On June 7, 2021, City Council approved the contract to W.T. Stevens Construction, Inc. in the amount of \$136,738.00, plus \$7,000.00 contingency for a total of \$143,738.00, for the 2021 Water Service Line Replacement Project. Change Orders No. 1 & 2 subsequently approved by city council brought the contract total to \$173,838.00.

Seven additional non-compliant water service lines at various locations within the city are now in need of replacement. Change Order No. 3 in the amount of \$30,680.00, an increase, that when approved, will revise the total contract amount to \$204,518.00. This change order increases the quantities of the contract pay items to make the additional replacements.

FISCAL IMPACTS:

Additional expenses in the amount of \$30,680.00 for Change Order No. 3 shall be paid from the Water Fund Account 591-552-818.000-LSLREPLACE.

Document originated by: Ryan E. Suchanek, Director of Public Services & Utilities

Attachments: (1) Resolution
(2) Proposed Change Order No. 3 for the 2021 Water Service Line Replacement Project

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 3
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
W.T. STEVENS CONSTRUCTION, INC.
FOR THE 2021 WATER SERVICE LINE REPLACEMENT PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with W.T. Stevens Construction, Inc. on June 7, 2021 for water service line replacements on various streets throughout the city; and

WHEREAS, the City has requested seven additional non-compliant water service line replacements at various locations within the city as set forth within the documents labeled Change Order No. 3; and

WHEREAS, W.T. Stevens Construction, Inc. has agreed to complete these additional water service line replacements for the amount of \$30,680.00, and a change order is necessary to increase the contract amount.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2021 Water Service Line Replacement contract with W.T. Stevens Construction, Inc. to increase the contract amount to complete additional water service line replacements.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 3 in the amount of \$30,680.00; an increase to the Contract for Services between the City of Owosso and W.T. Stevens Construction, Inc., revising the total current contract amount from \$173,838.00 to \$204,518.00.
- THIRD: The accounts payable department is authorized to pay W.T. Stevens Construction, Inc. for work satisfactorily completed up to the revised contract amount of \$204,518.00.
- FOURTH: The above expenses shall be paid from Water Fund Account 591-552-818.000-LSLREPLACE.

CHANGE ORDER

No. 3

OWNER: City of Owosso
CONTRACTOR: WT Stevens Construction Inc
CONTRACT NAME: City of Owosso 2021 Water Service Line Replacement Project
OWNER's P.O. NO. 43351

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

Description:

Add seven water service line replacements in various locations throughout the City of Owosso. All replacements will be from the water main to the curb stop. Increase Substantial Completion Date to September 17, 2021 due to the additional service line replacements.

Adjust the following quantities to the Contract:

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Quantity</u> <u>Change</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
2	Water Service, Case 2, 1 inch, Main to Curb Stop	210	Ft	\$118.00	\$24,780.00
9	HMA, Rem	80	Syd	\$11.25	\$900.00
15	HMA, Repair	40	Ton	\$125.00	\$5,000.00
Total Change:					\$30,680.00

Attachments: Change Order No. 3 Service Line List, Change Order No. 3 Water Service Line Maps

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>136,738.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>2</u> : \$ <u>37,100.00</u>
Contract Price prior to this Change Order: \$ <u>173,838.00</u>
Increase (Decrease) of this Change Order: \$ <u>30,680.00</u>
Contract Price incorporating this Change Order: \$ <u>204,518.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>August 6, 2021</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>2</u> : Substantial Completion: <u>21 days</u> Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>August 27, 2021</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>21 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>September 17, 2021</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: Clayton Wehmer
ENGINEER (Authorized Signature)
Title: Civil Engineer I
Date: 8/25/2021

APPROVED:

By: _____
Christopher T. Eveleth
OWNER (Authorized Signature)
Title: Mayor
Date: 09/07/21

ACCEPTED:

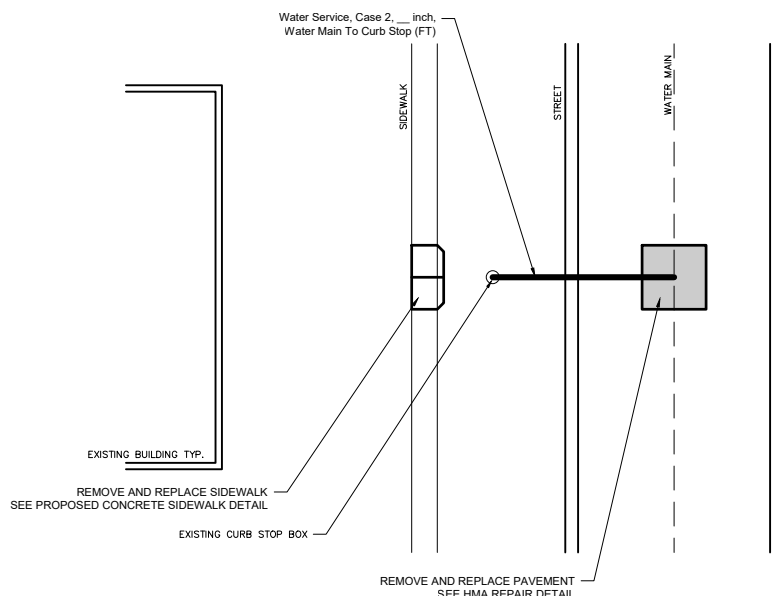
By: Shonda Gray
CONTRACTOR (Authorized Signature)
Title: President
Date: 8-24-21

ATTEST:

By: _____
Amy K. Kirkland
Title: City Clerk
Date: 09/07/21

ADDITIONAL CASE #2 REPLACEMENTS LIST - CHANGE ORDER NO. 3

CASE #2 TYP. - WATER MAIN TO CURB STOP



NOTES:

- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VALVE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK, PAID FOR AS Sidewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY.
- 3.) SAWCUT/REMOVE PAVEMENT OVER EXISTING WATERMAIN, PAID FOR AS HMA, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW PAVEMENT CAN BE PLACED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY. ADDITIONAL QUANTITY FOR CURB REMOVAL AND REPLACEMENT ARE INCLUDED TO BE USED AS DIRECTED BY THE ENGINEER.
- 4.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD, THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 5.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID FOR AS Failed Attempt - Cable Method OR Failed Attempt - Boring Method.
- 6.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE LINE PAY ITEM AND NOT PAID FOR SEPARATELY.

CASE #2 SERVICE LEAD QUANTITIES (FOR INFORMATION ONLY)

Address	Existing Material Type	Copper Service Lead (FT)	Water Main Size and Material	Notes
732 Lingle	Lead	35	6" C.I.	
609 N Park	Lead	35	4" C.I.	
706 Martin	Lead	30	4" C.I.	
213 N Saginaw	Lead	45	4" C.I.	
314 N Saginaw	Lead	10	4" C.I.	
640 Alger	Lead	40	4" C.I.	
402 N Hickory	Lead	15	6" C.I.	

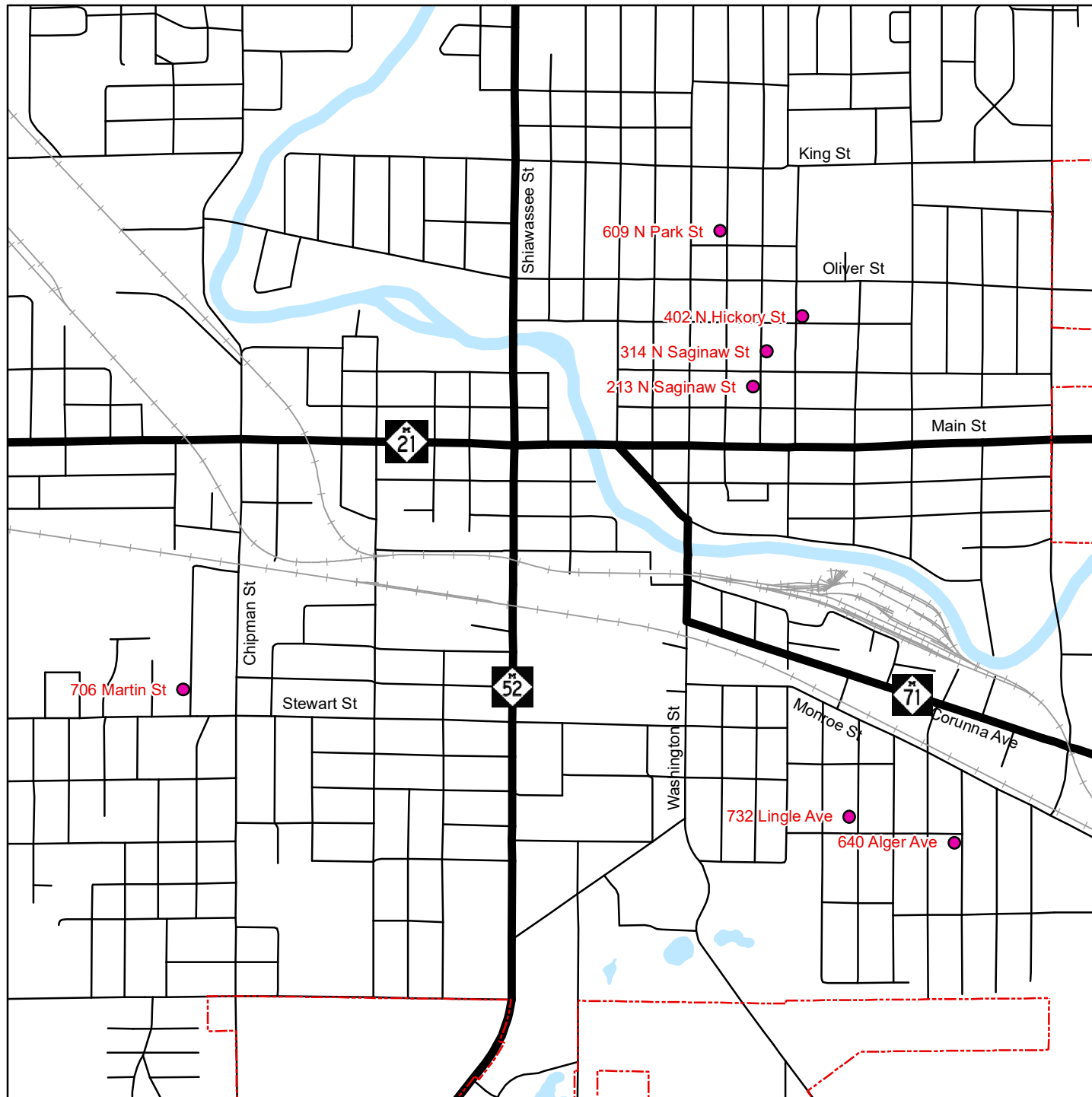


City of Owosso

2021 Water Service Line Replacements

Change Order No. 3

Various locations



Replacement Locations

- Case Type 2: Water Main to Curb Stop

Other Features

- City Limit
- Railroads
- Shiawassee River

0 500 1,000 1,500 2,000 Feet





MEMORANDUM

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

DATE: September 7, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Ryan E. Suchanek, Director of Public Services & Utilities

SUBJECT: Change to Street Lighting Contract – Gould Street Bridge Lights

RECOMMENDATION:

Recommend approval of the proposed contract amendments.

BACKGROUND:

Consumers Energy is in the process of updating many of the city's street lights, converting them from high pressure sodium (HPS) streetlights to LED streetlights when the HPS fixtures expire. Consumers Energy converted 4 street lights on the Gould Street Bridge from HPS to LED. The current HPS contract will be amended to reflect the removal of the 4 high pressure sodium streetlights and the current LED contract will be amended to include 4 new LED streetlights.

FISCAL IMPACTS:

The proposed changes should have a positive effect on the city's bill for street lighting as the LED bulbs are more efficient than the high pressure sodium street lights.

Document originated by: Ryan E. Suchanek, Director of Public Services & Utilities



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000143162

Consumers Energy Company is authorized as of 09/07/2021, by the City of Owosso, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Owosso, dated 10/1/2013.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1044869609

Construction Work Order Number(s):

32822052

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 10/1/2013 shall remain in full force and effect.

City of Owosso

By:

Christopher T. Eveleth, Mayor

Attest:

Amy K. Kirkland, City Clerk

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Owosso, dated 10/1/2013, in accordance with the Authorization for Change in Standard Lighting Contract dated 09/07/2021,

heretofore submitted to and considered by this ☐ commission ☒ council ☐ board ;and

RESOLVED, further, that the Mayor & Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Shiawassee

I, Amy K. Kirkland, Clerk of the City of Owosso, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☒ council ☐ board of said municipality, at the meeting held on 09/07/2021.

Dated:

Amy K. Kirkland, City Clerk
Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>250</u>	<u>HPS</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Remove</u>	NW Gould St Bridge
1	<u>250</u>	<u>HPS</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Remove</u>	SE Gould St Bridge
1	<u>250</u>	<u>HPS</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Remove</u>	SW Gould St Bridge
1	<u>400</u>	<u>HPS</u>	<u>Cobrahead</u>	<u>Non-Cutoff</u>	<u>Remove</u>	NE Gould St Bridge



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 103033853856

Consumers Energy Company is authorized as of 09/07/2021, by the City of Owosso, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Owosso, dated 9/27/2018.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1044869609

Construction Work Order Number(s):

32822052

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 9/27/2018 shall remain in full force and effect.

City of Owosso

By:

Christopher T. Eveleth, Mayor

Attest:

Amy K. Kirkland, City Clerk

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Owosso, dated 9/27/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated 09/07/2021,

heretofore submitted to and considered by this ☐ commission ☒ council ☐ board ;and

RESOLVED, further, that the Mayor & Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Shiawassee

I, Amy K. Kirkland, Clerk of the City of Owosso, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☒ council ☐ board of said municipality, at the meeting held on 09/07/2021.

Dated:

Amy K. Kirkland, City Clerk

Municipal Customer Type: City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>72</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	
1	<u>72</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	
1	<u>72</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	
1	<u>72</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	

LOC 1 & 2

REMOVE

250 W HPS COBRA
STEEL DAVIT POLE

INSTALL

250 W HPS COBRA
per 42-102-2
30' STEEL DAVIT POLE
per 42-212-1 fig C
USE EXISTING BASES
per 42-233-1 fig B

LOC 3

REMOVE

250 W HPS COBRA
STEEL DAVIT POLE

INSTALL

250 W HPS COBRA
per 42-102-2
30' STEEL DAVIT POLE
per 42-212-1 fig C
USE EXISTING BASES
per 42-233-1 fig B
*SECONDARY WILL
NEED TO BE RE-LASHED TO
NEW STEEL POLES AS THE
UNDERGROUND HAS FAILED
AND CREW WAS UNABLE TO REPAIR
THE EXISTING UNDERGROUND WIRE.

LOC 4

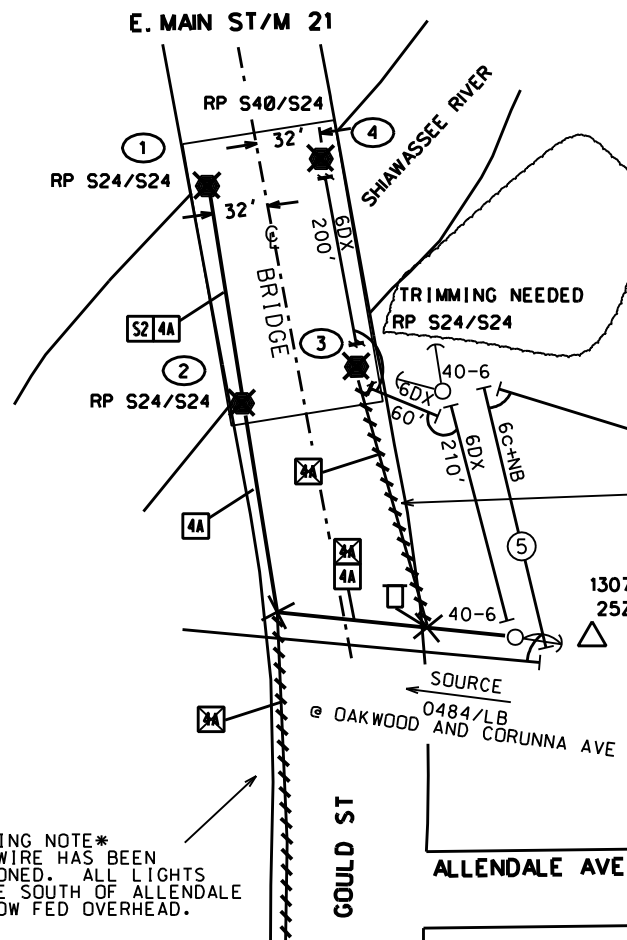
REMOVE

400 W HPS COBRA
STEEL DAVIT POLE

INSTALL

250 W HPS COBRA
per 42-102-2
30' STEEL DAVIT POLE
per 42-212-1 fig C
USE EXISTING BASES
per 42-233-1 fig B
*SECONDARY WILL
NEED TO BE RE-LASHED TO
NEW STEEL POLES AS THE
UNDERGROUND HAS FAILED
AND CREW WAS UNABLE TO REPAIR
THE EXISTING UNDERGROUND WIRE.

MAPPING NOTE
THIS WIRE HAS BEEN
ABANDONED. ALL LIGHTS
TO THE SOUTH OF ALLENDALE
ARE NOW FED OVERHEAD.



SHIAWASSEE CO
CALEDONIA TWP
107 R53 SEC.19

MAPPING NOTE
THIS STL WIRE HAS BEEN
ABANDONED. LIGHTS ARE NOW
FED BY OH 6DX.

JOB PURPOSE STATEMENT:
REPLACE STEEL STREETLIGHT POLES
AND FIXTURES DUE TO RUST HOLES
AND OVER ALL DETERIORATION.

NOTIFICATION 1044869609

ORDER NUMBER

LVDE: TRACY MAHAR 989-729-3250

-CONSTRUCTION CERTIFICATION-
Work was constructed as Engineered or Changed as Indicated.
All Salvageable Material Was Returned to Stores.

Signed _____ in Direct Charge of Work

Dates: Started _____ Completed _____

MISS DIG NUMBER: _____ DATE: _____

STAKED	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
TREES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
TLM NUMBER	# OF RODS	OHMS
0753191307		

Consumers Energy	
A CMS Energy Company ELECTRIC	
DESIGNED BY	DATE
TMMAHAR	06/27/18
APPROVED BY	DATE
SHEET 1 OF 1	SCALE
	NONE

Gould St Bridge STL Owosso			
For: CITY OF OWOSSO		CM NO. 100004888450	
GOULD ST		ORDER TYPE	DESIGN NUMBER
SUBSTATION	WD NO.	MAINTENANCE	ACTIVITY TYPE
OOWOSSO	0067	ESIC	STL
CIRCUIT	CKT NO.	LCP NO.	
OAKWOOD	03	0484	

ELECTRIC CAD TITLE BLOCK (11x17) 10-30-2008

SHEET 8

6/28/2018 12:15:34 PM C:\of\backup\wrad\ustn\dn\10946887.001

DESIGN FILE NAME: 10946887.001

T R S 07 53 19



MEMORANDUM

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

DATE: August 30, 2021
TO: City Council
FROM: Brad Barrett, Finance Director
SUBJECT: Professional Services Agreement with Maner Costerisan

RECOMMENDATION:

The Finance Department recommends entering into a professional service agreement with Maner Costerisan for end of the fiscal year accounting services and annual audit preparation estimated to be \$25,000.

BACKGROUND:

The Finance Department is in transition with the departure of the accountant in July 2021 and the retirement of the previous finance director on August 6, 2021. The previous finance director scheduled fieldwork for the city's annual audit to begin the week of September 13, 2021.

End of fiscal year accounting tasks need to be completed before audit fieldwork commences. In addition, the City of Owosso will be required to prepare for and complete a single audit for the fiscal year ended June 30, 2021.

Maner Costerisan services have been used by the city's finance department in the past. They provided accounting services in November/December 2020.

FISCAL IMPACTS:

The accounting firm has estimated a cost of \$25,000 to assist with end of fiscal year tasks and audit preparation. This expense will be charged to the Finance Department (101.201.818.000 Contractual Services). A full time accountant position was included in the departmental budget, however is unfilled, though advertised, at this time.

Document originated by:

Attachments: (1) Resolution
(2) Professional Services Agreement

RESOLUTION NO.

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
MANER, COSTERISAN & ELLIS, P.C. DBA MANER COSTERISAN
FOR GOVERNMENTAL ACCOUNTING SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to complete an independent audit per Section 8.4 of the Owosso City Charter; and

WHEREAS, the finance department is in transition due to the recent departure of the accountant and retirement of the finance director; and

WHEREAS, Maner, Costerisan & Ellis, P.C. dba Maner Costerisan, a full service public accounting firm, has agreed to assist the finance department in preparing for the independent and single audit for fiscal year ending June 30, 2021; and

WHEREAS, the employment of professional services is an exception to competitive bidding per Section 2-346(2) of the City of Owosso Code of Ordinances.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a professional service agreement with Maner, Costerisan & Ellis, P.C. dba Maner Costerisan for end of fiscal year governmental accounting services and annual independent audit preparation services.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Professional Services Agreement between the City of Owosso and Maner, Costerisan & Ellis, P.C. dba Maner Costerisan estimated at \$25,000.
- THIRD: The accounts payable department is authorized to pay Maner, Costerisan & Ellis, P.C. dba Maner Costerisan for work satisfactorily completed estimated at \$25,000 under said professional services agreement.
- FOURTH: The above expenses shall be paid from General Fund Account 101.201.818.000.

August 30, 2021

To the City of Owosso
Owosso, Michigan

Maner Costerisan is pleased that the City of Owosso (the City) has expressed interest in our firm and our municipal government expertise. We are submitting the following proposed engagement letter for consideration.

We are prepared to provide a full range of accounting and consulting services to the City of Owosso. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, the specific services anticipated at this time, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the City are outlined below. While this listing includes the full range of services available from Maner Costerisan, the specific services anticipated to be provided at the current time are separated below from those other services that are available upon request.

We understand that our duties will potentially help ensure the completion of the following items:

- Perform an assessment of the status of the City's records and their preparedness for the audit for the year ended June 30, 2021.
- Assist with audit preparation services
- Assist with the preparation of certain journal entries and provide to City for approval
- Prepare supporting lead sheets and reconciliations for material accounts and tie to trial balances, as needed
- Review the audited financial statements, once drafted by the auditors, for accuracy and completeness
- Provide financial consulting services upon request

Additional management advisory services may be requested throughout this engagement:

- Periodic financial consulting services upon request
- General accounting advisory assistance
- Internal control policies and procedures review and updating
- Updating City Chart of Accounts for State of Michigan compliance
- Laws and regulations compliance assistance
- Investigation of allegations or concerns, if identified
- Other contracted accounting outsourced solutions
- Computer hardware sales and service, if requested

City Responsibilities

The City is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

City management will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Maner Costerisan, providing overall direction and oversight for each service, reviewing, approving, and accepting the results of the work.

If our engagement involves assistance with the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit performed on City management's behalf and not the submission of compiled financial statements as defined by the standards for accounting and review services of the AICPA. The draft financial statements we provide to the external auditor, on City management's behalf, will be prepared in accordance with accounting principles generally accepted in the United States, will be limited to management's representations, and will include no opinion, report, or any form of assurance on the statements from us. Because we can provide no form of assurance on such statements, any engagement to prepare these draft financial statements for auditor use cannot be relied upon to disclose errors, fraud, or illegal acts. City management will be responsible for the fair presentation of such statements and management will make such representations to the external auditors. Management also represents to us that they are responsible for the basis of accounting and assumptions used in the preparation of the draft financial statements. Management also agrees not to use the draft financial statements, prepared as a prelude to the audit, in any manner other than for use by the external auditor, and will not distribute or allow use of such draft statements to or by third-parties.

You retain responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of the City's policies and procedures. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes or a summary of these for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

As indicated above, management is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that management will need to provide will be supplied by us. Your failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

The City agrees that any final reports issued by Maner Costerisan in the conduct of our services engagement are intended solely for the information and use of City staff, management, and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Maner Costerisan Responsibilities

Maner Costerisan is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Maner Costerisan will be responsible for reporting or otherwise communicating to City management and/or the City Council any findings or recommendations, it determines necessary, resulting from the accounting and consulting services provided.

Additional Terms and Responsibilities

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures, indicating that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

You are responsible for the safeguarding of assets, for the proper recording of transactions in the general ledger, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. You also have the final responsibility for any filings we do on your behalf and, therefore, the appropriate officials should review them carefully before an authorized officer signs and submits.

If, during our work, we discover information that affects prior-year information, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year information. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or filings as part of this engagement.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for Maner Costerisan, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by a such third-party service provider.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication or e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

The City of Owosso and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as discounted below, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Associate	\$ 140
Manager	\$ 170
Senior Manager	\$ 190
Principal	\$ 290

We do not bill for phone calls and questions regarding minimal research (less than one hour). Brief phone conversations during the year are encouraged at no additional cost.

Our continued assessment and work on the audit preparation services will require a mixed time from various levels of staffing at an estimated fee \$25,000. Our ability to keep costs down is predicated on City of Owosso staff cooperation and providing necessary information on a timely basis. It is also our expectation that the financial records of the City are reasonably accurate and in reasonable order prior to the commencement of this engagement. If it is determined by Maner Costerisan after this engagement has commenced that is not the case, we will meet with the City to discuss a revised plan of action. If the City would like additional assistance over the quoted amount noted above those hours will be billed at the rates noted after approval is given.

If the City were to need additional services rendered by other team members, those hours would be billed at the following rates:

<u>Team Member Level</u>	<u>Hourly Rate</u>
Principal	\$ 220 - 325
Manager	165 - 220
Associate	100 - 200
Administrative	100 - 200

Maner Costerisan may perform additional services upon receipt of a request from the City with terms and conditions that are acceptable to the City and Maner Costerisan.

Very truly yours,

Maner Costerisan PC

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to continuing our professional relationship with the City of Owosso.

This letter correctly sets forth the understanding of the City of Owosso:

By: _____

Title: _____

Date: _____



MEMORANDUM

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

DATE: September 7, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Ryan E. Suchanek, Director of Public Services & Utilities

SUBJECT: Professional Utility Engineering Services – Water & Wastewater Services Agreements

RECOMMENDATION:

Request council approval of five agreements for professional engineering services with:

1. Tetra Tech (Ann Arbor, MI)
2. Orchard, Hiltz & McClement (OHM) Advisors (Saginaw, MI)
3. C2ae/ Black & Veach (Lansing, MI)
4. Jones & Henry (Kalamazoo, MI)
5. Fishbeck (Lansing, MI)

The above proposed agreements have been approved by the city manager as to substance and form.

BACKGROUND:

On March 17, 2014, City Council approved the Qualification Based Selection (QBS) process for Engineering Services. These services are necessary to support City utility staff and the City's engineering staff in carrying out the duties and responsibilities for customer services, municipal agreements, and regulatory compliance, where workloads demand the assistance of a consultant's staff and expertise.

City staff reviewed proposals from interested firms, updated its ranking, and recommend entering into contracts with the five highest ranked firms. Fishbeck is hereby added as one of the top five firms selected, whereas the other four firms will be issued extended agreements. The term for these agreements will be renewed annually through October 30, 2025.

FISCAL IMPACTS:

City staff will request individual quotes from the five firms whenever there is a need for a specific service. These quotes will be evaluated and administered in accordance with the city of Owosso's Purchasing Policy.

ATTACHMENTS:

- (1) Resolution for Professional Utility Engineering Services
- (2) Agreement Renewal C2ae
- (3) Agreement Renewal OHM Advisors
- (4) Agreement Renewal Tetra Tech
- (5) Agreement Renewal Jones & Henry
- (6) Agreement Fishbeck

Document originated by: Ryan E. Suchanek, Director of Public Services & Utilities

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AGREEMENTS
FOR PROFESSIONAL ENGINEERING SERVICES WITH
C2AE, OHM ADVISORS, TETRA TECH, JONES & HENRY, AND FISHBECK**

WHEREAS, the city of Owosso, Michigan, has determined that it is advisable, necessary and in the public interest to secure professional engineering services for various public improvement projects in the city; and

WHEREAS, a quality based selection process was developed to select qualified engineering firms; and

WHEREAS, C2ae, OHM Advisors, Tetra Tech, Jones & Henry, and Fishbeck have been determined as most qualified to perform engineering services for water and wastewater utilities through this process.

NOW THEREFORE BE IT RESOLVED by the city of Owosso, county of Shiawassee, state of Michigan:

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ the firms of Capital Consultants, Inc. d/b/a C2ae, Orchard, Hiltz, and McCliment, Inc. d/b/a OHM Advisors, Tetra Tech of Michigan, P.C., Jones & Henry Engineers, Ltd., and Fishbeck, Thompson, Carr & Huber, Inc. d/b/a Fishbeck to provide professional engineering services for future water and wastewater utility projects; and
- SECOND: The mayor and city clerk of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit A, Agreement for Professional Engineering Services with Capital Consultants, Inc. d/b/a C2AE; and
- THIRD: The mayor and city clerk of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit B, Agreement for Professional Engineering Services with Orchard, Hiltz, and McCliment, Inc. d/b/a OHM Advisors.; and
- FOURTH: The mayor and city clerk of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit C, Agreement for Professional Engineering Services with Tetra Tech of Michigan, P.C.; and
- FIFTH: The mayor and city clerk of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit D, Agreement for Professional Engineering Services with Jones & Henry Engineers, Ltd.; and
- SIXTH: The mayor and city clerk of the city of Owosso is hereby instructed and authorized to sign the document attached as; Exhibit E, Agreement for Professional Engineering Services with Fishbeck, Thompson, Carr & Huber, Inc. d/b/a Fishbeck.; and
- SEVENTH: The city manager of the city of Owosso is hereby instructed to receive cost proposals from each of these firms for future projects and make recommendation to the City Council for acceptance and award in accordance with the city of Owosso Purchasing Policy for a period renewed annually through October 30, 2025.

EXHIBIT C-C2ae-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
C2ae/BLACK & VEACH**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with C2ae/Black & Veach" for the term of November 1, 2021 through October 30, 2022.

For the engineer:
C2ae/Black & Veach

For the owner:
City of Owosso, Michigan

By: _____
Printed Name:
Title:

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: ____DATE____, 2021

Executed: _____, 2021

EXHIBIT C-OHM-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
ORCHARD, HILTZ & MCCLEMENT (OHM)**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with OHM" for the term of November 1, 2021 through October 30, 2022.

For the engineer:
OHM

For the owner:
City of Owosso, Michigan

By: _____
Printed Name:
Title:

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: ____DATE____, _____, 2021

Executed: _____, 2021

EXHIBIT C-TT-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
TETRA TECH, INC.**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Tetra Tech" for the term of November 1, 2021 through October 30, 2022.

For the engineer:
Tetra Tech

For the owner:
City of Owosso, Michigan

By: _____
Printed Name:
Title:

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: ____DATE____, _____, 2021

Executed: _____, 2021

EXHIBIT C-J&H-1

**RENEWAL OF
AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES WITH
JONES & HENRY**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date noted, renewing the contract "Agreement for Professional Engineering Services with Jones & Henry" for the term of November 1, 2021 through October 30, 2022.

For the engineer:
Jones & Henry

For the owner:
City of Owosso, Michigan

By: _____
Printed Name:
Title:

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: ____DATE____, 2021

Executed: _____, 2021

EXHIBIT A TO RESOLUTION ____-2021

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH FISHBECK

THIS IS AN AGREEMENT made on **September 7, 2021** between the city of Owosso, hereinafter referred to as the "owner," and **Fishbeck** with its principal place of business at _[INSERT BUSINESS ADDRESS] hereinafter referred to as the "engineer."

WHEREAS, the owner intends to accomplish a professional engineering services contract for as-needed water and wastewater services, hereinafter referred to as the "project"; and

WHEREAS, the engineer has the necessary personnel and facilities to provide the professional services described; and

WHEREAS, the engineer desires to contract with the owner for rendering professional services for the project;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the owner and the engineer do hereby covenant and agree as follows:

SECTION I - DESCRIPTION OF SERVICES STATEMENT OF UNDERSTANDING

1.1 General

1.1.1 The engineer agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by the owner. A detailed description of services will be specifically set forth by addenda to this agreement.

1.1.2 The engineer agrees to adhere to general conditions listed in Exhibit B – General Conditions.

1.2 Pertaining to the Engineer's Services

1.2.1 The engineer agrees to perform all services in a thorough and professional manner and to hold the owner harmless from any liens for materials and labor furnished by the engineer in connection with the engineer's work.

1.2.2 The engineer agrees to maintain insurance as specified in EXHIBIT A -- INSURANCE COVERAGES.

1.2.3 The engineer intends to render services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either express or implied.

1.2.4 The engineer reserves the right to enter into agreements with other design professionals for portions of the work included under this agreement. Where this sub-agreement would represent a major portion of the design work, the engineer shall receive approval of the owner for this sub-agreement.

1.2.5 All documents, including drawings and specifications, furnished by the engineer pursuant to this agreement are the instruments of the engineer's services in respect to the project. The engineer grants to the owner a nonexclusive license for the owner's use of the documents on the project. They are not intended or represented to be suitable for reuse by others on extensions of the project or on any other project. Any reuse without the specific written verification or adaptation by the engineer will be at the owner's sole risk, and without liability or legal exposure to the engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

1.2.6 All work product shall become the product of the owner and shall not be made available to any third party by the engineer without the consent of the owner. The engineer shall provide copies of all work product in printed format and computerized format.

1.2.7 Original documents, notes and the like, except those furnished to the engineer by the owner, represent the engineer's cumulative knowledge and are, and shall remain, the property of the engineer and shall not constitute the work product of this agreement. The owner shall have access to these materials and the engineer shall provide a copy upon written request at cost for reproduction.

1.2.8 Whenever the owner elects to enter into any contract or agreement with any person or entity other than the engineer for the performance of services on the project, the engineer will not be responsible for the acts or omissions of said persons or entity at the site or otherwise performing such services. This includes those parties for whom the engineer is providing coordination. Neither the engineer's authority to act under the contract documents or under this agreement, nor any decision made by the engineer in good faith either to exercise or not exercise such authority, shall give rise to any duty or responsibility of the engineer to the above, or any of their agents, or employees, or any other person performing any services for the owner.

1.2.9 The engineer has not been retained or compensated to provide design and construction review services relating to safety precautions, or to means, methods, techniques, sequences, or procedures, all as may be required for any person or entity other than the engineer to perform their work, including but not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods or temporary bracing methods.

1.2.10 The engineer in no way undertakes to be responsible for any personal injury or property damage occurring to any person or entity arising out of the construction or subsequent operation of this project by any person or entity unless same shall be found to be the result of a design error. In spite of this, if any claims shall be brought against the engineer of that nature, the owner agrees to defend, indemnify and hold harmless the engineer from all claims, damages and expenses including attorneys' fees arising out of such claim, which claim, damages and expenses are the result or attributable to the acts or omissions in whole or in part of any person or entity other than the engineer.

1.2.11 The engineer and the owner hereby agree that the engineer services under this contract do not include the investigation, detection, abatement, materials, or processes containing asbestos. All responsibility with asbestos detection and abatement shall remain with the owner.

The engineer and the owner also agree that the engineer's services under this contract do not include responsibility for mine subsidence, ground water contamination or legal proceedings related to loss of real estate values.

1.3 Pertaining to the Owner

1.3.1 The owner shall provide at the owner's expense (unless the engineer has specifically included them in addenda to this agreement), and in such manner that the engineer may rely upon them in the performance of services under this agreement, all criteria, design, and construction standards including full information as to the owner's requirements for the project insofar as such documents are available to the owner, or in the owner's possession. Such information may include but not be limited to:

- a. a complete survey of the project site, which shall include but not be limited to easements, rights-of-way, encroachments, zoning and deed restrictions, existing buildings and improvements, roads and streets;
- b. soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations;
- c. legal, accounting, financial and insurance counseling services necessary for the project, including legal review of the construction contract documents; and
- d. permits and approvals from any authorities having jurisdiction over the project.

1.3.2 The owner shall designate a person authorized to act as the owner's representative. The owner or the owner's representative shall receive and examine documents submitted by the engineer, and shall be empowered to interpret and define the owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the engineer's services.

1.3.3 The owner shall guarantee full and free access for the engineer to enter upon all property required for the performance of the engineer's services under this agreement.

1.3.4 The owner shall give prompt written notice to the engineer whenever the owner observes or otherwise becomes aware of any defect in the project or other event which may substantially affect the engineer's performance of services under this agreement.

SECTION II - COMPENSATION FOR SERVICES

2.1 General

2.1.1 The owner shall compensate the engineer for services rendered under this agreement. The method of compensation for said services shall be as set forth in addenda to this agreement.

2.1.2 Payments for services are due 30 days after their invoiced date, based on actual engineering services furnished, unless another schedule of payments is agreed upon by addenda.

2.1.3 Where the owner disputes some portion of the charges contained in the engineer's bill for services, it shall make payment of that portion of the bill which is undisputed and shall notify the engineer in writing of the reason for the dispute. In no case may the owner elect to withhold payment to the engineer of the entire amount due. This would constitute a failure to make payment.

SECTION III - GENERAL PROVISIONS

3.1 General

3.1.1 This agreement is the result of final negotiations between the owner and the engineer and represents the entire and integrated agreement between the owner and the engineer for the project and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the owner and the engineer.

3.1.2 Neither party shall hold the other responsible for damages or delay in performance by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's agents. However, when these delays require additional work to be performed by the engineer, the engineer shall be entitled to additional compensation at the prevailing per diem rates or as otherwise agreed to between the owner and the engineer.

3.1.3 This agreement may be terminated by either party if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. No such termination may be

effected unless the other party is given not less than ten (10) calendar days written notice of intent to terminate and an opportunity for correcting the default, and for consultation with the terminating party before termination. In addition, the owner may terminate this agreement, in whole or in part, for cause (such as for legal or financial reasons, or major changes in the work or program requirements), and the engineer is given not less than ten (10) calendar days written notice and an opportunity for consultation before termination. If the owner terminates as a result of the engineer's default, any payment due the engineer at the time of termination may be adjusted to the extent of any additional cost the owner incurs due to the engineer's default. If the engineer terminates as a result of the owner's default or the owner terminates for cause, the engineer shall be paid for services performed to the termination date, including reimbursable expenses due. Upon receipt of the terminating action, the engineer shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to the owner all appropriate documents prepared under the agreement, whether completed or in process.

3.1.4 Unless otherwise specified within this agreement, this agreement shall be governed by the laws the state of Michigan.

3.1.5 In the event any provisions of this agreement or any subsequent Addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Approved: **September 3, 2021**

For the engineer:
FISHBECK

For the owner:
City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth
Mayor

By: _____

By: _____
Amy K. Kirkland
City Clerk

Executed: _____, 2021

Executed: _____, 2021

EXHIBIT A

INSURANCE COVERAGES

A. The engineer shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Michigan such insurance as will protect the owner, its officers, directors, employees, agents, consultants, and volunteers from claims involving the engineer's contractual obligations under this agreement including, but not limited to, the following hold-harmless agreement:

The engineer herein agrees to indemnify, defend and hold harmless the owner, its officers, directors, employees, agents, consultants and volunteers from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the owner, its officers, directors, employees, agents, consultants and volunteers may incur by reason of any injury or damage sustained to any person or property (including loss of use) arising out of or occurring in connection with the negligent performance by the engineer of engineer's duties and obligations.

B. The engineer shall obtain and maintain, at the engineer's own expense, engineer's professional liability insurance in the amount of one million dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this agreement or the commencement of the engineer's services in relation to the project) covering personal injury, bodily injury and property damages, said coverage to be maintained for three (3) years after the date of final payment hereunder.

C. The engineer shall maintain at the engineer's own expense comprehensive general liability insurance (including broad-form contractual liability and completed operations, explosions, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

D. The engineer shall maintain at the engineer's own expense comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in the amount of one million dollars (\$1,000,000.00) covering personal injury, bodily injury and property damage.

E. The engineer shall maintain at the engineer's own expense workers' compensation insurance in the amount of the statutory maximum with an employer's liability coverage of at least five hundred thousand dollars (\$500,000.00).

F. The owner and its officers and employees shall be named as additional insured on the engineer's comprehensive general liability and automobile insurance policies.

G. All insurance required by the engineer shall be maintained at the engineer's own expense, from a company or companies lawfully authorized to do business in Michigan and rated at least A by Best's Key Rating Guide. All insurance obtained by the engineer shall incorporate a provision requiring the giving of written notice to the owner at least thirty (30) days prior to the cancellation, renewal or material modification of any such policies by return receipt of United States certified mail. All insurance required by the engineer shall also state that the coverage afforded under the policy or policies shall be primary insurance. Any insurance carried independently by the owner shall be secondary insurance which operates on only an excess or contingent basis.

H. All insurance required of the engineer shall provide that any failure to comply with reporting provisions of the policy shall not affect coverage provided to the owner, its directors, officials, employees, agents, consultants or volunteers.

I. The engineer shall submit valid certificates in form and substance satisfactory to the owner evidencing the effectiveness of the foregoing insurance policies and the required amendatory requirements to each such policy to the owner for the owner's approval before the engineer commences the rendition of any services hereunder.

J. Under no circumstances shall the owner be deemed to have waived any of the insurance requirements of this contract by any action or omission, including but not limited to:

- (1) allowing any work to commence by the engineer before receipt of certificates of insurance;
- (2) failing to review any certificates of insurance received from the engineer; or
- (3) failing to advise the engineer that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The engineer agrees that the obligation to provide the insurance required by these documents is solely the engineer's responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the owner.

K. Nothing contained in this contract is to be construed as limiting the liability of the engineer. The owner does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate in each addendum for specific projects to protect the owner, or the engineer, but are merely minimums. The obligations of the engineer to purchase insurance shall not, in any way, limit its obligations to the owner in the event that the owner should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the engineer's insurance.

L. In the event the engineer fails to furnish and maintain the insurance required by this contract, the owner may purchase such insurance on behalf of the engineer, and the engineer shall pay the cost thereof to the owner upon demand or shall have such cost deducted from any payments due the engineer. The engineer agrees to furnish to the owner the information needed to obtain such insurance.

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
WITH
LEGAL NAME OF ENGINEERING SERVICES**

This addendum is attached and made part of the agreement for professional engineering services dated Month Day, Year between the city of Owosso, Michigan (owner) and name of engineering service (Engineer) providing for professional services.

NAME OF PARTICULAR BID OR PROJECT

PROJECT SCOPE OF WORK

The project scope of work is attached as Section 1: Statement of Understanding and Addenda.

SCHEDULE

The schedule for the project is attached as Addenda: Schedule and Budget Control shown begin by Month Day, Year and be completed by Month Day, Year.

COMPENSATION

The cost proposal of the engineer for the project is attached as Addenda: Design Engineering which totals \$ amount and Construction Administration \$ amount. The engineer shall submit for payment based on monthly progress of the work.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

Approved Month day, year

For ENGINEER:
Full legal name of engineering service

OWNER:
City of Owosso, Michigan

By: _____

By: _____
Benjamin R. Frederick
Mayor

By: _____

By: _____
Amy Kirkland
City Clerk

Executed: _____, YEAR

Executed: _____, YEAR

EXHIBIT B GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SPECIFIC SPECIFICATION

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

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:

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:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

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 _____
(Name of Firm)

Legal status of bidder. Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation ____ ; State of Incorporation _____

B. Partnership ____ ; List of names _____

C. DBA ____ ; State full name _____ DBA

D. Other ____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.

BIDDER'S INITIALS

W-9 INFORMATION FOR LEGAL STATUS

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name/disregarded entity name” line.

Please see attached W-9 Request for Taxpayer Identification Number and Certification form for a detailed explanation on filling out the W-9 form.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

ADDRESS

A.
B.
C.

Bidders can substitute this page with a copy of the insurance declaration of coverage sheet.

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

GENERAL ENGINEERING SERVICES

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Agent

AGENCY _____

TITLE _____

ADDRESS _____



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: August

TO: Owosso City Council

FROM: Kevin Lenkart
Owosso Public Safety Chief

RE: Bid Award Structural Firefighting Gear

RECOMMENDATION:

We recommend Council award the three-year contract for Structural Firefighting Gear bid to Apollo Fire Equipment, 12584 Lakeshore Dr, Romeo MI, 48065, in an amount not to exceed \$35,657.47.

BACKGROUND:

Bids were opened on Tuesday August 24, 2021 for the three-year contract for Structural Firefighting gear. This bid covers a complete set of fire gear (pants & coat) for a 3-year time period.

Only one bid was received for the firefighting gear from Apollo Fire Equipment.

Owosso Firefighters receive new fire gear every ten years. This bid will cover the purchase of up to five sets of fire gear every budget year. Price for a full set of gear will be \$2,154.53 in the first year of the contract, prices may increase up to 10% per year for the two subsequent years of the contract.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A THREE YEAR CONTRACT FOR
STRUCTURAL FIREFIGHTING GEAR
WITH APOLLO FIRE EQUIPMENT, CO.**

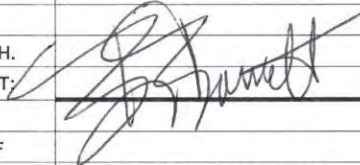
WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a fire department requiring structural firefighting gear; and

WHEREAS, the city of Owosso sought bids for structural firefighting gear, a bid was received from Apollo Fire Equipment, Co. and it is hereby determined that Apollo Fire Equipment, Co. is qualified to provide such equipment and that it has submitted the only responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase structural firefighting gear from Apollo Fire Equipment, Co. for a total expenditure not to exceed \$35,657.47.
- SECOND: The accounts payable department is authorized to pay the vendor upon satisfactory receipt of the gear according to unit prices up to the amount of \$35,657.47.
- THIRD: The money for this purchase will come out of the firefighters' uniforms and cleaning budget, 101-335-741-000.

Scanned 8/26/21

CITY OF OWOSSO BID TABULATION SHEET									
								DATE	8/24/2021
								DEPT.	Fire Department
SUBJECT: Structural Firefighting Gear									
		Apollo Fire Equipment							
		12584 Lakeshore Drive							
		Bruce Township, MI 48065							
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Globe Classix Jacket. BLK, Advance/Defender, up to 5 coats per year.	5	EA	\$ 1,269.87	\$ 6,349.35		\$ -		\$ -
2	Globe Classix Pant, BLK, Advance/Defender, up to 5 pants per year.	5	EA	\$ 884.66	\$ 4,423.30				
3	Percent increase in cost for two (2) additional years.	1	EA		10%				
Total:									
TAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:\$2,50									
DEPT HEAD	Kevin Lentz	GENERAL LIABILITY INSURANCE			AWARDED:				
		EXPIRATION DATE:							
PURCH. AGENT:		WORKERS COMPENSATION INSURANCE			COUNCIL				
		EXPIRATION DATE:			APPROVED:				
STAFF REC.:	Apollo Fire Equipment	SOLE PROPRIETORSHIP							
		EXPIRATION DATE:			PO NUMBER:				



Warrant 605

August 31, 2021

Vendor	Description	Fund	Amount
MEI Total Elevator Solutions	Emergency repairs to city hall elevator less return of unneded parts	General	\$23,407.01
Michigan Municipal League Workers' Compensation Fund	Workers' compensation contributions-half of FY 21/22	Various	\$52,530.00
Total			\$75,937.01



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

MEMORANDUM

DATE: September 2, 2021
TO: CITY COUNCIL
FROM: CITY MANAGER
RE: Set Special Meeting – Strategic Planning Session #2

BACKGROUND:

It is now time to schedule the second of three strategic planning sessions with facilitator Patrice Martin.

The following dates are available:

Tuesday, September 21, 2021 – any time after 5pm
Wednesday, September 22, 2021 – any time after 5pm
Tuesday, September 28, 2021 – any time after 5pm
Thursday, September 30, 2021 – any time after 5pm

RECOMMENDATION:

Schedule the strategy workshop for any of the aforementioned dates, choose a location, and set a start time between 5:00 PM – 7:00 PM

From: [Tanya S. Buckelew](#)
To: [Amy K. Kirkland](#)
Subject: FW: Planning Commission
Date: Friday, August 27, 2021 11:11:34 AM

Pete's resignation.

Tanya S. Buckelew
Planning & Building Director
301 W Main Street
Owosso, MI 48867
989-725-0540

This communication, along with any documents, files or attachments is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or the City of Owosso and, when applicable, the opinions expressed here are my own and do not necessarily represent those of the City.

-----Original Message-----

From: pete yerian <yerian5@ymail.com>
Sent: Friday, August 27, 2021 11:02 AM
To: Tanya S. Buckelew <Tanya.Buckelew@ci.owosso.mi.us>
Subject: Planning Commission

Tanya,

Please forward this to the Mayor. Thank you for the opportunity to serve as a Planning Commissioner over the last two years. I regret to inform you but due to personal issue I must step down as as Planning Commissioner effective immediately. It has been a wonderful experience and appreciate all the support and friendship.

Pete Yerian

MINUTES FOR
REGULAR MEETING
OWOSSO HISTORIC DISTRICT COMMISSION

Wednesday, July 21, 2021 at 6:00 p.m.
Owosso City Hall, Council Chambers

MEETING CALLED TO ORDER at 6:02 p.m. by Chairman Teich.

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

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

ABSENT: Commissioner Scott Newman; Commissioner Dianne Acton

OTHERS IN ATTENDANCE: Jackie Hoist of H2A Architects

AGENDA APPROVAL: JULY 21, 2021

**MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY
COMMISSIONER OMER AS PRESENTED**

AYES ALL. MOTION CARRIED.

MINUTE APPROVAL: JUNE 30, 2021 MINUTES

**MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY
COMMISSIONER WILSON AS PRESENTED**

AYES ALL. MOTION CARRIED.

COMMUNICATIONS: None

PUBLIC/COMMISSIONER COMMENTS: None

Committee Reports: None

Public Hearings: None

Items of Business:

1) 108 E. Exchange Street – Façade Brick Replacement

Ms. Hoist of H2A Architects explained to the commission that after the HDC's original approval of the façade's brick restoration two quality historic masons were recommended for the project, and both provided quotations to do the work. The low bidder has provided masonry restoration services for other buildings in the Owosso Downtown Historic District, the other is a qualified historic mason that has performed work on other high profile historic properties, in which she was involved. Both of the historic masons said, that upon examination of the conditions, considering the condition and the bond of the paint, the strength of the brick faces, and the extent to which the brick was affected by the 1950's anchors, they would recommend that the outer wythe of the brick be removed and replaced with brick matching the appearance of the existing brick. Due to the conditions they observed, the restoration of

Draft

the existing brick was not financially feasible, nor was it so unique that it could not be duplicated from either a material, skill, or financial standpoint. After discussion with the mason, I would concur with the recommendations to replace the outer wythe of brick due to paint bond, extent of damage, and strength of brick. Additionally, this façade does not contain features so unique that they cannot be reconstructed, nor does it contain materials not still readily available. We have discussed proper anchoring of the brick to the remaining two wythes of brick. Based on these factors, she is recommending and asking the HDC approval of removal and replacement of the outer wythe of brick on this façade.

The Commission reviewed photographs of the brick and asked if the new brick being installed would match (in size, shape, and pattern) the brick being removed. Ms. Hoist stated that the new brick would match the historic brick.

MOTION FOR APPROVAL BY COMMISSIONER VANN EPPS. MOTION WAS SECONDED BY COMMISSIONER HATHAWAY AS PRESENTED

2) Regular Monthly Meeting – Time Change

Chairman Teich introduced a time change for the commission's monthly meetings. He stated that the 6:00pm time slot is difficult for some commissioners to attend.

The commission discussed the meeting start time and determined that 6:30pm would be the best time moving forward.

MOTION FOR APPROVAL BY COMMISSIONER OMER. MOTION WAS SECONDED BY COMMISSIONER HATHAWAY TO MOVE THE MONTHLY REGULAR MEETING TIME TO 6:30PM

3) Matthews Building Update – Discussion

Chairman Teich asked Mr. Adams if there was any update regarding the Matthews Building.

Mr. Adams indicated that the property owner had a structural engineer conduct a report on the interior of the building but no further action had been reported.

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT:

MOTION BY COMMISSIONER VAN EPPS AND SECONDED BY COMMISSIONER WILSON TO ADJOURN AT 7:03 P.M.

Phil Hathaway, Secretary

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
AUGUST 4, 2021 AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 7:33 A.M.

ROLL CALL: Taken by Recording Secretary Debbie Hebert

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Commissioners: Josh Ardelean, Brianna Carroll, Ken Cushman, Jon Moore, Lance Omer and Susan Osika.

MEMBERS ABSENT: None

OTHERS PRESENT: Josh Adams, Owosso Mainstreet/DDA Director; John Adams, Shiawassee Regional Chamber of Commerce; Tracy Peltier, Downtown Owosso Farmers Market.

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER CARROLL AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE MINUTES FOR THE REGULAR MEETING HELD JULY 14, 2021.

AYES: ALL, MOTION CARRIED.

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

- 1) **ELECTION OF OFFICERS:** Nominations were accepted for the offices of Chairman and Vice Chairman.

Nominations for Chairman: Residing Chairman Dave Acton and Authority Member Jon Moore (Declined)

IT WAS MOVED BY AUTHORITY MEMBER CARROLL, SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO APPROVE RESIDING CHAIRMAN DAVE ACTON TO CONTINUE TO SERVE IN THE POSITION OF CHAIRMAN THRU JUNE 2022.

AYES: ALL. MOTION CARRIED.

1) ELECTION OF OFFICERS: (Continued)

Nominations for Vice Chairman: Authority Member Jon Moore

IT WAS MOVED BY VICE CHAIRMAN GILBERT, SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE AUTHORITY MEMBER JON MOORE TO SERVE IN THE POSITION OF VICE CHAIRMAN THRU JUNE 2022.

AYES: ALL. MOTION CARRIED.

2) CHECK REGISTER.

IT WAS MOVED BY AUTHORITY MEMBER OSIKA, SUPPORTED BY AUTHORITY MEMBER CARROLL TO APPROVE THE CHECK REGISTER FOR JULY 2021 AS PRESENTED.

AYES: ALL. MOTION CARRIED.

- 3) Budget Report** – A short discussion regarding a change in capital outlay with adjustments that will be reflected in September, 2021. Adams suggested a short-term agreement with someone to do the budget and handling of accounts after his resignation at the end of August.

Authority Member Cushman resigned his position as Treasurer for the Board. Chairman Acton thanked Cushman for his years of service.

Authority Member Gilbert was appointed as Treasurer in Cushman's place. Gilbert will spearhead the Finance Committee.

- 4) Shia Cash Reports** – John Adams informed the board that window decals were being delivered to merchants that accepted ShiaCash. Ideas were exchanged to increase the interest in ShiaCash.
- 5) Downtown Owosso Farmers Market** – Tracey Peltier discussed at length with the board her plans of resigning as Market Master at the end of this season, her replacement and the varied options that have been discussed to manage the market including the assistance of the Chamber as fiduciary.

The board recognizes the value of the market to downtown Owosso and expressed their gratitude to Peltier for her great efforts to make the Farmers Market the successful event it has become.

- 6) Executive Director Resignation – Director Josh Adams** informed the board that he will be resigning his position as Executive Director of Owosso Main Street/DDA. His last day will be August 31, 2021. He plans to continue on as a volunteer. He offered information to the board for assistance in obtaining his replacement.

Vice Chairman Gilbert noted that Adams consistently went over and above in his duties as the Executive Director. He was successful at being a member of the community first, standing along-side the area businesses and a director second. The board wished him well on his future endeavors.

COMMITTEE UPDATES:

1) Design and Business Vitality –

- a. Easement has been signed for the EV Charging Stations. Future Energy will begin August 6th. The EV Charging Station committee will meet August 5th.
- b. The project for the historical decals to be placed on the downtown buildings is moving forward.
- c. Peterson's crew is doing well with watering.
- d. Sunburst Gardens is scheduled to begin the flower bed repair/replacement on Exchange Street next week.
- e. The Revolving Loan Committee will meet to clarify the process.

2) Promotion & Outreach –

- a. Vintage Motorcycle Days Event is moving full speed ahead. Funds raised for the event total \$3,000.
- b. A past yet renewed event called Open Streets Owosso is currently being planned to be held September 26, 2021. The YMCA is leading the organization of the event. The family event will have a bike ride and 5K run.

3) Business Owners Committee – Meeting scheduled for July 28 at Capital Sports was a great success with 50 in attendance. Authority Member Brianna Carroll was the key speaker. A tour of the facility was provided. Nicole and Ricardo Reyna were present to share information about their new sports bar. Ideas were shared to tell the "Owosso Main Street" story.

BOARD CONTINUING EDUCATION/INFORMATION: Chairman Acton encouraged all to attend the MMSC Board Training to be held September 7, 2021.

PUBLIC COMMENTS: None

BOARD COMMENTS: Director Adams will continue to be available to the board for any questions. The Board shared offered appreciation to Tracey and Jeff Peltier along with John Adams for their time and information shared with the board today.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER CARROLL TO ADJOURN AT 9:30 A.M.

AYES: ALL. MOTION CARRIED.



OWOSSO HISTORICAL COMMISSION
THE CURWOOD COLLECTION

Regular Meeting of the Owosso Historical Commission

Minutes of August 9, 2021 – 6:00 P.M.

Cancelled Due to Lack of Quorum

**MINUTES
REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS
CITY OF OWOSSO
AUGUST 17, 2021 AT 9:30 A.M.**

CALL TO ORDER: The meeting was called to order by Chairman Horton at 9:30 a.m.

ROLL CALL: Was taken by Tanya Buckelew.

MEMBERS PRESENT: Board Members Tom Taylor, Robert Teich, Kent Telesz and Chairman Randy Horton.

MEMBERS ABSENT: Vice-Chairman Christopher Eveleth, Board Member Matt Grubb

OTHERS PRESENT: Justin Sprague, CIB Planning,

AGENDA:

**IT WAS MOVED BY BOARD MEMBER TEICH AND SUPPORTED BY BOARD MEMBER TAYLOR TO APPROVE THE AGENDA FOR THE AUGUST 17, 2021 REGULAR MEETING.
YEAS: ALL. MOTION CARRIED.**

MINUTES:

**IT WAS MOVED BY BOARD MEMBER TEICH AND SUPPORTED BY BOARD MEMBER TAYLOR TO APPROVE THE MINUTES OF JUNE 16, 2020 AS PRESENTED.
YEAS: ALL. MOTION CARRIED.**

OLD BUSINESS: - None

NEW BUSINESS:

1. SELECTION OF OFFICERS – CHAIRMAN, VICE-CHAIR, SECRETARY

IT WAS MOVED BY BOARD MEMBER TELESZ AND SUPPORTED BY BOARD MEMBER TAYLOR TO APPOINT RANDY HORTON AS CHAIRMAN, CHRISTOPHER EVELETH AS VICE-CHAIR AND MATTHEW GRUBB AS SECRETARY.

PUBLIC HEARINGS:

- | | |
|----------------------------|--|
| 1. APPLICANT: | JANIE & KEVIN YEAGER |
| LOCATION OF APPEAL: | 612 W STEWART STREET, Owosso, MI 48867 |
| PARCEL NUMBER: | 050-673-006-011-00 |
| PROPERTY ZONING: | R-1, ONE-FAMILY RESIDENTIAL DISTRICT |
| CASE #: | P2021-011 |

Chairman Horton opened the Public Hearing at 9:35 am.

Janie and Kevin Yeager stated the purpose of the variance request. When they bought the house in 2020, there was already a 4' high privacy fence close to the sidewalk. They stated the 8' sections near the driveway would be brought in to have driveway clearance.

REVIEW COMMENTS:

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

Review Comment: The applicant is proposing to replace the existing fence which is too close to the right-of-way according to ordinance. The fence is required to be at least 19 feet from the public right-of-way in a front yard, which this lot is a corner lot placing the existing fence in the front yard. Since the fence will not add height and will comply otherwise, it is found that this will not be contrary to the intent of the chapter.

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

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

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

Review Comment: This condition is applied across the community and is not unique to this property. In fact, there are a number of properties similarly situated adjacent and near this property with existing non-conforming fences.

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

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

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

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

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

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

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

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

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

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

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

Review Comment: Applying a lesser variance would possibly provide justice to the property owner, however other properties in the area have the same conditions with their fences being less than 19 feet from adjacent rights-of-way.

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

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

Review Comment: It is our opinion that a practical difficulty or unnecessary hardship would not exist by meeting the strict letter of the code.

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

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

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

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

RECOMMENDATION

After review of the requested variance against the standards of the Michigan Zoning Enabling Act and the City of Owosso Zoning Ordinance, we are of the opinion that the requested variance for 612 W Stewart Street to allow the replacement of an existing fence, less than 19-feet from a right-of-way, be approved, for the following reasons:

1. **The replacement would not be contrary to the intent of the ordinance;**
2. **The variance would provide justice shared by other properties in the area;**

3. **A variation is necessary for the preservation of a substantial property right possessed by others in the same district**

IT WAS MOVED BY BOARD MEMBER TELESZ AND SUPPORTED BY BOARD MEMBER TEICHTO ALLOW THE REPLACEMENT OF AN EXISTING FENCE, LESS THAN 19 FEET FROM A RIGHT-OF-WAY BE APPROVED AS RECOMMENDED BY THE CITY PLANNER.

AYES: BOARD MEMBERS TAYLOR, TEICH, TELESZ AND CHAIRMAN HORTON.

NAYS: NONE

RCV MOTION CARRIED

2. **APPLICANT:** DEAN GAFFNER
LOCATION OF APPEAL: 1225 W STEWART STREET, Owosso, MI 48867
PARCEL NUMBERS: 050-606-001-016-00
PROPERTY ZONING: B-1, LOCAL BUSINESS DISTRICT CASE #: P2021-013

Dena Gaffner, Owner and Chandler Buck, Employee spoke about the need for a fenced in area for towing and storage of vehicles.

Justin Sprague comments:

The applicant property is located at 1225 Stewart and is an existing auto body repair shop which is a non-conforming use. The existing business has also been utilizing a vacant lot across Stewart Street to park customer vehicles either in the que to be repaired or waiting for customer pickup.

The applicant initially wanted to fence the vacant lot but was not permitted as that would be an expansion of the non-conforming lot. The applicant in now proposing to fence a portion of the existing lot with the business to secure customer vehicles and screen parking on the site. The subject property is zoned B-1, Local Business District where this use is a non-conforming use.

Justin Horvath, SEDP, spoke in favor of the variance and support for the business.

REVIEW COMMENTS

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

Review Comment: The applicant is proposing to add screening fence which is too close to the right-of-way according to ordinance. The fence is required to be at least 19 feet from the public right-of-way in a front yard, which this lot is a corner lot placing the existing fence in the front yard. Since the fence will prevent an expansion of a non-conforming use on a vacant lot, it is found that this will not be contrary to the intent of the chapter.

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

Review Comment: The use is a legal non-conforming use within the B-1 District.

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

Review Comment: This condition is applied across the community and is not unique to this property. In fact, there are a number of properties similarly situated adjacent and near this property with existing non-conforming fences.

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

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

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

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

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

Review Comment: while the need for the variance is self-created, the owner is only trying to improve the existing condition on the property for both the community as well as improve the security of customer vehicles.

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

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

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

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

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

Review Comment: Applying a lesser variance would possibly provide justice to the property owner, however other properties in the area have the same conditions with their fences being less than 19 feet from adjacent rights-of-way.

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

1. Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not

be deemed economic but shall be evaluated in terms of the use of a particular piece of land.

Review Comment: It is our opinion that a practical difficulty or unnecessary hardship would not exist by meeting the strict letter of the code.

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

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

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

Review Comment: The variation would allow the property owner to improve existing conditions on the property as well as prevent the expansion of an existing non-conforming use of a vacant lot.

RECOMMENDATION

After review of the requested variance against the standards of the Michigan Zoning Enabling Act and the City of Owosso Zoning Ordinance, we are of the opinion that the requested variance for 1225 Stewart Street to allow the replacement of an existing fence, less than 19-feet from a right-of-way, be approved, for the following reasons:

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

IT WAS MOVED BY BOARD MEMBER TEICH AND SUPPORTED BY BOARD MEMBER TELESZ TO ALLOW A NEW FENCE, LESS THAN 19-FEET FROM THE RIGHT-OF-WAY BE APPROVED AS RECOMMENDED BY THE CITY PLANNER.

AYES: BOARD MEMBERS TAYLOR, TEICH, TELESZ AND CHAIRMAN HORTON.

NAYS: NONE

RCV MOTION CARRIED

OTHER BOARD BUSINESS: Board member Telesz discussed 229 S. Cedar Street and violations of variance. ALL in agreement to enforce conditions provided in variance. Will need to revoke variance if conditions not met.

PUBLIC COMMENTS AND COMMUNICATIONS: None

ADJOURNMENT:

IT WAS MOVED BY BOARD MEMBER TELESZ AND SUPPORTED BY BOARD MEMBER TAYLOR TO ADJOURN THE MEETING AT 10:05 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, SEPTEMBER 21, 2021.

YEAS: ALL. MOTION CARRIED.

Matthew Grubb, Secretary

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MINUTES FOR
REGULAR MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Wednesday, August 18, 2021 at 6:30 p.m.
Via Zoom Video Conferencing

MEETING CALLED TO ORDER at 6:02 p.m. by Chairman Teich.

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

PRESENT: Chairman Steven Teich; Commissioner Gary Wilson; Secretary Philip Hathaway; Commissioner Lance Omer; Commissioner Matthew Van Epps; Commissioner Dianne Acton

ABSENT: Commissioner Scott Newman

OTHERS IN ATTENDANCE: Dave Lerner, owner of 111 N. Washington Street; Maryellen Madary, Northern Signs; Jennifer Baldwin, Philadelphia Signs, Randall Oswald, Huntington Bank; Jodi Marrah, owner of 112 W. Main Street.

AGENDA APPROVAL: AUGUST 18, 2021

MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER VAN EPPS WITH THE ADDITION OF ADDING A REVIEW OF 112 W. MAIN STREET

AYES ALL. MOTION CARRIED.

MINUTE APPROVAL: JULY 21, 2021 MINUTES

MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER VAN EPPS AS PRESENTED

AYES ALL. MOTION CARRIED.

COMMUNICATIONS: None

PUBLIC/COMMISSIONER COMMENTS: None

Committee Reports: None

Public Hearings: None

Items of Business:

1) 100 E. Main Street – New Signage

Jennifer Baldwin of Philadelphia Signs presented an updated signage plan for Huntington Bank including a new layout for the Main Street sign and vinyl, horizontal striping to place over the the windows along Main Street.

The Commission had an in-depth conversation around the location of all Main Street signage and striping. They also discussed the difference of internally-lit signage or back-lit signage. After much

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discussion the commission decided on the following Notice to Proceeds for signage located at 100 E. Main Street.

Main Street Signage:

MOTION FOR APPROVAL BY COMMISSIONER VANN EPPS. MOTION WAS SECONDED BY COMMISSIONER OMER FOR A NOTICE TO PROCEED FOR THE MAIN STREET SIGNAGE WITH BACK-LIT LIGHTING LOCATED IN-BETWEEN THE FLOORS OF THE BUILDING

AYES: TEICH, OMER, VAN EPPS, ACTON, WILSON

NAYS: HATHAWAY

Vinyl Window Coverings:

MOTION FOR APPROVAL BY COMMISSIONER VANN EPPS. MOTION WAS SECONDED BY COMMISSIONER OMER FOR A NOTICE TO PROCEED FOR VINYL, HORIZONTAL STRIPING OF THE WINDOWS IN A POSITION THAT IS CONSISTENT WITH THE PROPOSED SIGNAGE

2) 111 N. Washington Street – Façade Improvements

Property Owners Dave Larner presented his proposed façade improvements to the commissions that include, the moving of his business' existing signage from Exchange Street to 111 N. Washington; repainting the front façade including the replacement of rotting wood; and the installation of a new canvas awning that would span the width of the storefront – this would include the removal of the old, retractable awning. Mr. Larner indicated that that old awning was rotten and falling apart.

The commission discussed the proposed work and determined that a Notice to Proceed would be appropriate.

MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER WILSON AS PRESENTED

AYES: ALL IN FAVOR

3) 112 W. Main Street – Door Replacement

Property owner Jodi Marrah presented her proposed project of replacing the first-floor entry door and transom located on the west side of the façade. Mrs. Marrah indicated that the existing entryway was installed 18 years earlier and is now rotted out and in need of replacement. She indicated that they are proposing to use a synthetic door and transom.

Mr. Adams reminded the commission that the material being proposed is the same that was approved for other façade work throughout the district

After some discussion the Commission determined that a Certificate of Appropriateness is suitable for this applications.

MOTION FOR APPROVAL BY COMMISSIONER ACTON. MOTION WAS SECONDED BY COMMISSIONER HATHAWAY AS PRESENTED

AYES: ALL IN FAVOR

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT:

**MOTION BY COMMISSIONER HATHAWAY AND SECONDED BY COMMISSIONER ACTON TO
ADJOURN AT 7:56 P.M.**

Phil Hathaway, Secretary

**PARKS AND RECREATION COMMISSION
REGULAR MEETING**

WEDNESDAY, August 25, 2021

7:00 p.m.

Collamer Park

CALL TO ORDER: Chairman Workman called the meeting to order at 7:19 p.m.

PLEDGE OF ALLEGIANCE: Was recited

ROLL CALL: Was taken by Amy Fuller

MEMBERS PRESENT: Chairman Andrew Workman, Vice-Chair Jeff Selbig, Commissioner Carol Anne Smith, and Commissioner Kevin Maginity

MEMBERS ABSENT: Commissioner Elaine Greenway

OTHERS PRESENT: Amy Fuller

APPROVAL OF AGENDA: **COMMISSIONER SELBIG MADE A MOTION TO APPROVE THE AGENDA FOR, AUGUST 25, 2021. MOTION SUPPORTED BY VICE-CHAIR MAGINITY. AYES ALL, MOTION CARRIED.**

APPROVAL OF MINUTES: **COMMISSIONER SELBIG MADE A MOTION TO APPROVE THE MINUTES FOR JULY 28, 2021 WITH NO CHANGES. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.**

PUBLIC COMMENTS:

Bob Flynn: Mr. Flynn would like to see the stop signs removed from the decking on Oakwood Bridge and replaced with wood. Mr. Flynn also requested signage for the bicycle route from Williams Street (James Minor Trail) to Green Meadows (Harmon Patridge Park).

COMMUNICATIONS: Ms. Fuller shared communication from Public Safety and DPW about swings needing replaced at Adams Park and Bentley Park.

OLD BUSINESS REPORT FROM CITY LIAISON: Bylaw amendments were approved by council. Fall fish stocking season is approaching, Ms. Fuller will try again to purchase fish. The contractor for the tennis courts at Bentley Park is scheduled to begin work in 2 weeks. The downtown kayak landing is waiting on the EGLE permit, due to the permit being delayed it will be done in 2 phases. The ramp will be installed in October and the stairs in spring.

NEW BUSINESS:

Hopkins Lake Trails: Rick Morris presented an option for adding a new 1.5 mile trail on the west side of Collamer Park.

Collamer Park Playground: The evening Kiwanis have donated \$10,000 for play equipment at Collamer Park. The Commission discussed what equipment would be ordered and requested Ms. Fuller to get quotes for equipment.

Purchasing two sets of concrete cornhole boards was discussed

The Commission will cancel the November 24th meeting and move the December meeting to Wednesday, December 8, 2021. **COMMISSIONER MAGINITY MADE A MOTION. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED**

Next Meeting: September 29, 2021 at 7:00 PM at Harmon Patridge Park

Public/Commissioners Comments: Commissioner Smith suggested holding an event at the old skate park, letting the community help paint the skate equipment.

ADJOURNMENT:

COMMISSIONER SELBIG MADE A MOTION TO ADJOURN AT 8:31 P.M. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.

**Respectfully submitted by:
Amy Fuller, Assistant to the City Manager**

DRAFT