

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, FEBRUARY 01, 2021  
7:30 P.M.**

**Meeting to be held virtually**

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JANUARY 19, 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 five (5) minutes duration during the occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CONSENT AGENDA**

1. Special Assessment District No. 2021-01. Authorize Resolution No. 4 setting a public hearing for Tuesday, February 16, 2021 to receive citizen comment regarding the proposed special assessment roll for Special Assessment District No. 2021-01 for Gould Street, from Oliver Street to Moore Street for rehabilitation.
2. Proposed Special Assessment Project – Garfield Avenue. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-03 for Garfield Avenue from Corunna Avenue to the south end for street resurfacing.

3. Proposed Special Assessment Project – Lincoln Avenue. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-04 for Lincoln Avenue from Farr Street to Monroe Street for street resurfacing.
  4. Proposed Special Assessment Project – McMillan Road. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-05 for McMillan Road from Industrial Drive to the south end for street resurfacing.
  5. Proposed Special Assessment Project – Park Street. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-06 for Park Street from Harper Street to Ridge Street for street resurfacing.
  6. Proposed Special Assessment Project – Pearce Street. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-07 for Pearce Street from South Street to Francis Street for street resurfacing.
  7. Proposed Special Assessment Project – South Street. Authorize Resolution No. 1 for proposed Special Assessment District No. 2021-08 for South Street from McMillan Road to Aiken Street for street resurfacing.
  8. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:
- | Name        | Board/Commission | Term Expires |
|-------------|------------------|--------------|
| Jayne Brown | Board of Review  | 12-31-2025   |
9. RLF Loan/Grant Resolution Revision. Revise Resolution No. 13-2021 to change the name of the recipient from Heritage Properties of Northern Michigan, LLC to Brianna Leigh Equities, LLC.
  10. Check Register – December 2020. Affirm check disbursements totaling \$973,186.24 for December 2020.

### **ITEMS OF BUSINESS**

1. Lot Split Authorization —VL South Street/Krouse Road. Consider authorization of division of a City lot under Michigan Subdivision Control Act for the 30-acre vacant lot at South Street/Krouse Road.
2. MDOT Cost Sharing Agreement – N. Gould Street Rehabilitation. Consider approving a cost sharing agreement with the Michigan Department of Transportation for the rehabilitation of Gould Street from Oliver Street to Moore Street in the amount of \$804,625.00 and further approve payment up to the contract amount upon presentation of an approved invoice(s).
3. Closed Session. Consider holding closed session after Communications for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

### **COMMUNICATIONS**

1. Nathan R. Henne, City Manager. City Manager Report – February 2021.
2. Nathan R. Henne, City Manager. 2020 Planning Commission Annual Report.

### **NEXT MEETING**

Tuesday, February 16, 2021

## **BOARDS AND COMMISSIONS OPENINGS**

Brownfield Redevelopment Authority – County Representative – term expires June 30, 2024  
Brownfield Redevelopment Authority – terms expire June 30, 2022  
Brownfield Redevelopment Authority – term expires June 30, 2026  
Building Board of Appeals – Alternate - term expires June 30, 2022  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Building Board of Appeals – term expires June 30, 2022  
Downtown Development Authority – 2 terms expire June 30, 2021  
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 – 2 terms expire December 31, 2023  
Shiawassee District Library - term expires June 30, 2024  
Zoning Board of Appeals – Alternate – term expires June 30, 2021  
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](mailto:city.clerk@ci.owosso.mi.us). The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).

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

Due to the COVID-19 pandemic, the Owosso City Council will conduct a virtual meeting February 1, 2021, consistent with the Open Meetings Act of the State of Michigan.

**OWOSSO CITY COUNCIL  
Monday, February 1, 2021  
at 7:30 p.m.**

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

- **Join Zoom Meeting:**  
<https://us02web.zoom.us/j/82279325159?pwd=THo0WjlzNi9xdDZMNnZDQUdMbnVVZz09>
- **Meeting ID:** 822 7932 5159
- **Password:** 179535
- **One tap mobile**  
+13126266799,,82279325159#,,, \*179535# US (Chicago)  
+16465588656,,82279325159#,,, \*179535# US (New York)
- **Dial by your location**  
+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)
- **For video instructions visit:**
  - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
  - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
  - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on February 1, 2021 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

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

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF JANUARY 19, 2021  
7:30 P.M.  
VIRTUAL MEETING**

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

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

**PLEDGE OF ALLEGIANCE:** MAYOR PRO-TEM SUSAN J. OSIKA

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

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JANUARY 4, 2021**

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of January 4, 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**

Tom Kurtz, 721 Lee Street, relayed his concerns with the traffic issues at Central School. He said he has tried various avenues to get the issue resolved but traffic remains chaotic, with the situation particularly dangerous for pedestrians. He asked for stepped up enforcement or consideration of changing all of Lee Street to a one-way street.

Eddie Urban, 601 Glenwood Avenue, reminded everyone that another variant of the COVID virus is now circulating and everyone should get vaccinated. He also clarified some recent comments he made.

City Manager Nathan R. Henne responded to Mr. Kurtz's concerns saying he would have the engineering department look into making Lee Street a one-way street.

Public Safety Director Kevin Lenkart indicated that there have been parking issues at Central School since he took on the job of public safety director. He said he has tried to work on the problem but it's been a struggle to get people to abide by the rules.

Mayor Pro-Tem Osika announced that another small business grant program is now open through Friday for any small business affected by COVID.

### **CONSENT AGENDA**

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

**2021 Income Threshold Poverty Exemptions.** Adopt the 2021 Income Threshold Poverty Exemptions, as required by Public Act No. 390 of 1994 as follows:

#### **2021 Income Standards Poverty Threshold**

| Number of persons residing in homestead | Annual allowable income |
|---|-------------------------|
| 1 person                                | \$19,600.               |
| 2 persons                               | \$22,400.               |
| 3 persons                               | \$25,200.               |
| 4 persons                               | \$27,960.               |
| 5 persons                               | \$30,680.               |
| 6 persons                               | \$35,160.               |
| 7 persons                               | \$39,640.               |
| 8 persons                               | \$44,120.               |
| Each additional person, add             | \$4,480.                |

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

| Name                            | Board/Commission   | Term Expires |
|---------------------------------|--|--------------|
| Michael Dowler, City Assessor   | Building Authority-replacing Treena Chick  | 06/30/2021   |
| Cheryl Grice, Finance Director* | Building Authority   | 06/30/2023   |
| Michael Dowler, City Assessor   | Local Development Finance Authority/<br>Brownfield Redevelopment Authority<br>replacing Treena Chick | 06/30/2023   |

\*Indicates reappointment

**OMS/DDA RLF Loan & Grant Funding Approval – 108 E. Exchange Owosso, LLC.** Approve the applications from 108 E. Exchange Owosso, LLC requesting a loan and a grant from the OMS/DDA Revolving Loan Fund in the amount of \$50,000.00 for interior redevelopment activities and \$12,500.00 for upper-story residential fire suppression installation respectively, for their property at 108 E. Exchange Street as detailed below:

#### **RESOLUTION NO. 12-2021**

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

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

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

WHEREAS, on December 21, 2020 a loan and grant application was submitted to the OMS/DDA for a grant request from 108 E Exchange, Owosso, LLC. A grant request for \$30,000.00 for fire suppression construction associated with upper-level residential units and a \$50,000.00 loan for interior redevelopment activities for 108 E. Exchange Street.

WHEREAS, on December 28, 2020 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application with slight modifications, giving it an overall score of 35. This score is above the 30 points required for consideration. The Revolving Loan Sub-Committee recommended a grant of \$12,500.00 to 108 E Exchange, Owosso, LLC. for fire suppression construction associated with upper-level, residential units and a \$50,000.00 loan for interior redevelopment activities for 108 E. Exchange Street

WHEREAS, on January 6, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

FIRST: The City of Owosso approves the grant of \$12,500.00 to 108 E Exchange, Owosso, LLC. for fire suppression construction associated with upper-level residential units and a \$50,000.00 loan for interior redevelopment activities for 108 E. Exchange Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is authorized to release said loan and grant funds to 108 E. Exchange, Owosso, LLC in the amount of \$62,500.00.

**OMS/DDA RLF Loan & Grant Funding Approval – Heritage Properties of Northern Michigan, LLC.**

Approve the applications from Heritage Properties of Northern Michigan, LLC requesting a loan and a grant from the OMS/DDA Revolving Loan Fund in the amount of \$50,000.00 for interior redevelopment activities and \$3,000.00 for interior architectural services respectively, for their property at 210 S. Water Street as follows:

**RESOLUTION NO. 13-2021**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND GRANT TO  
HERITAGE PROPERTIES OF NORTHERN MICHIGAN, LLC  
FOR WORK AT 210 S. WATER STREET**

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

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

WHEREAS, on December 8, 2020 a loan and grant application was submitted to the OMS/DDA for a grant request from Heritage Properties of Northern Michigan, LLC. A grant request for \$3,000.00 for interior architectural services and a \$50,000.00 loan for interior redevelopment activities for 210 S. Water Street.

WHEREAS, on December 28, 2020 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 35. This score is above the 30 points required for consideration. The Revolving Loan Sub-Committee recommended a grant of \$3,000.00 to Heritage Properties of Northern Michigan, LLC. for interior architectural services and a \$50,000.00 loan for interior redevelopment activities for 210 S. Water Street.

WHEREAS, on January 6, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

FIRST: The City of Owosso approves the grant of \$3,000.00 to Heritage Properties of Northern Michigan, LLC. for interior architectural services and a \$50,000.00 loan for interior redevelopment activities for 210 S. Water Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is authorized to release said loan and grant funds to Heritage Properties of Northern Michigan, LLC in the amount of \$53,000.00.

**OMS/DDA RLF Loan Grant Funding Approval – Brianna Leigh, LLC.** Approve the applications from Brianna Leigh, LLC requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$50,000.00 for business expansion activities for their business at 210 S. Water Street as detailed:

#### **RESOLUTION NO. 14-2021**

#### **RESOLUTION AUTHORIZING THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND GRANT TO BRIANNA LEIGH, LLC ASSOCIATED TO WORK AT 210 S. WATER STREET**

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

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

WHEREAS, on December 8, 2020 a loan application was submitted to OMS/DDA by Brianna Leigh, LLC. for a loan of \$50,000.00 for business expansion activities for 210 S. Water Street.

WHEREAS, on December 28, 2020 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 50. This score is above the 30 points required for consideration.

WHEREAS, on January 6, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

FIRST: The City of Owosso approves the \$50,000.00 loan to Brianna Leigh, LLC. for business expansion activities for 210 S. Water Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is authorized to release said loan funds to Heritage Brianna Leigh, LLC in the amount of \$50,000.00.



**Change Order – 2020 Street Program Engineering Services Contract.** Approve Change Order No. 2 to the 2020 Street Program Engineering Services Contract with OHM Advisors, adding \$42,243.43 for additional engineering design and administrative services for water main and street rehabilitation projects related to the 2020 Street Program as follows:

**RESOLUTION NO. 15-2021**

**AUTHORIZING CHANGE ORDER NO. 2 TO  
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS FOR THE 2020 STREET  
REHABILITATION AND WATER MAIN REPLACEMENT PROGRAM**

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

WHEREAS, the Director of Public Services & Utilities desires to expand the professional services agreement to include additional services for providing construction administration services for streets rehabilitation during the 2020 program year; and

WHEREAS, the Director of Public Services has reviewed the change order as submitted by OHM Advisors, and agrees with the remaining invoices as submitted for the final balancing change order No. 2.

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 approve the final balancing change order No. 2 to the professional services agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$43,243.43 for engineering design and construction administration for the 2020 Street Program.
- SECOND: The mayor and city clerk are requested and authorized to sign change order No. 2 to the professional services agreement between the City of Owosso, Michigan and Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors in the amount of \$43,243.43.
- THIRD: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$42,243.43 plus \$221,698.00 for a total of \$263,941.43.
- FOURTH: The above change order No. 2 shall be paid from the Unlimited Obligation 2016 Bond Proceeds Account No. 202/203-451-818.000.

**Change Order – Sanitary Sewer Rehabilitation Contract.** Approve balancing Change Order No. 1 to the Sanitary Sewer Rehabilitation Contract with OHM Advisors dated June 18, 2018 adding \$11,876.99 for additional field services outside the initial scope of construction administration work as follows:

**RESOLUTION NO. 16-2021**

**AUTHORIZING APPROVAL OF CHANGE ORDER NO. 1 TO  
AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS FOR 2019 THRU 2020  
SANITARY SEWER REHABILITATION SERVICES**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors by the adoption of Resolution 95-2018 on June 18, 2018; and

WHEREAS, the Director of Public Services & Utilities added additional services for sanitary sewer rehabilitation construction administration, for issues occurring in the field not planned for in original scope of services.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 95-2018 on June 18, 2018 with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors to include additional services for sanitary sewer rehabilitation construction administration for the correcting structural defects in the sewer collection system.

SECOND: The accounts payable department is authorized to submit payment to OHM Advisors for professional services in an amount not to exceed \$80,000.00 plus balancing Change Order No. 1 in the amount of \$11,876.99, for a total of \$91,876.99.

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

**Bid Award – Low Pressure Blowers.** Authorize bid award to Dubois-Cooper Associates, Inc. for the purchase of two low pressure blowers and controllers for the WWTP in the amount of \$61,600.00 and further authorize payment to the vendor upon satisfactory delivery of said equipment as follows:

#### **RESOLUTION NO. 17-2021**

##### **AUTHORIZATION OF AGREEMENT WITH DUBOIS – COOPER OF PLYMOUTH, MICHIGAN FOR PURCHASE OF TWO LOW PRESSURE BLOWERS WITH CONTROLLERS FOR USE AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, annually budgets for the maintenance, repair, and replacement of process equipment for its Wastewater Treatment Plant, for regulatory compliance and as a regional provider of wastewater treatment services, and

WHEREAS, the existing scum well blowers are very old, inefficient, and oversized for their current application, and it has been determined that new more efficiently sized blowers with controllers are required to replace the existing units, and

WHEREAS, the City Public Services Director has reviewed the Bid proposals and verified the replacement components needed to replace the existing scum well blowers, and recommends authorizing DuBois – Cooper of Plymouth, Michigan to provide the appropriately sized blowers and controllers in an amount not to exceed \$61,600.00.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter in to a purchase agreement with DuBois – Cooper for the purchase of two low pressure blowers and two controllers for use at the Wastewater Treatment Plant.

SECOND: The accounts payable department is authorized to submit payment to DuBois – Cooper upon delivery of two low pressure and two controllers as specified in bid specifications in the total amount of \$61,600.00.

THIRD: The above expenses shall be paid from account no. 599-901-977.000.

**Bid Award – Hopkins Lake Dock.** Authorize bid award to Feighner Boat Lifts & Docks for replacement of the current dock at Hopkins Lake in the amount of \$28,130.18 and further authorize payment to the contractor upon satisfactory completion of the project as follows:

**RESOLUTION NO. 18-2021**

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW DOCK FOR HOPKINS LAKE AT GERALD E. COLLAMER PARK**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Parks and Recreation Commission, requested city staff to solicit bids for a new floating dock for installation at Hopkins Lake; and

WHEREAS, the Assistant to the City Manager recommends authorizing the purchase of a dock from the lowest bidder, Feighner Boat Lifts and Docks.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize the purchase of a new dock for Hopkins Lake from Feighner Boat Lifts and Docks.

SECOND: The accounts payable department is authorized to submit payment to Feighner Boat Lifts and Docks in an amount not to exceed \$28,130.18.

THIRD: The above expenses shall be paid for from the FY 2020-2021 Parks Millage Fund Account 208-756-974.000.

**Designation of Street Administrator.** Authorize resolution designating City Engineer Clayton Wehner as Street Administrator to represent the City in transactions with the State Transportation Department pursuant to Act 51 as follows:

**RESOLUTION NO. 19-2021**

**FOR DESIGNATION OF STREET ADMINISTRATOR FOR THE CITY OF OWOSSO PURSUANT TO SECTION 13(9) OF ACT 51, PUBLIC ACTS OF 1951**

WHEREAS, Section 13(7)Act 51 provides that each incorporated city or village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions, with the State Transportation Department pursuant to this act."

NOW, THEREFORE, BE IT RESOLVED, that this Honorable Body designates Clayton R. Wehner as the single street administrator for the city of Owosso in all transactions with the State Transportation Department as provided in Section 13 of the Act.

**Warrant No. 596.** Authorize Warrant No. 596 as follows:

| <b>Vendor</b>              | <b>Description</b>  | <b>Fund</b> | <b>Amount</b> |
|----------------------------|---|-------------|---------------|
| Caledonia Charter Township | Caledonia Utility Fund payment-10/1/20-12/31/20                       | Water       | \$31,870.57   |
| Owosso Charter Township    | Owosso Charter Township 2011 Water Agreement payment-10/1/20-12/31/20 | Water       | \$14,976.72   |
| Logicalis                  | Additional network engineering services in 2020 due to Covid-19.      | General     | \$3,002.00    |

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **ITEMS OF BUSINESS**

#### **OHC/CCM Executive Director Contract**

City Manager Henne indicated the City Attorney had reviewed the contract and made the necessary corrections.

Councilmember Fear expressed the same concerns with the contract that she shared at the previous meeting, including who will be responsible for paying for the wage increase if the OHC is unable to fund raise this year.

Councilmember Pidek said he would feel more comfortable if there was explicit language in the contract spelling out who is responsible for paying for the wage increase.

Motion by Mayor Pro-Tem Osika to approve the contract between the City of Owosso and the Historical Commission/Castle City Museums Board governing the duties and responsibilities of the executive director with additional language spelling out who is responsible for paying for the wage increase:

#### **RESOLUTION NO. 20-2021**

#### **RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT BETWEEN OWOSSO HISTORICAL COMMISSION, ALBERT MARTENIS, AND THE CITY OF OWOSSO**

WHEREAS, the Independent Contractor Agreement between the OHC and Albert Martenis expires in December, 2020; and

WHEREAS, the OHC has approved another Independent Contractor Agreement with Mr. Martenis for 18 months at a rate of \$32,000 per year; and

WHEREAS, on July 1 , 2020 the City of Owosso has budgeted a contribution to the OHC for salaries and wages in the amount of \$40,000; and

WHEREAS, the City of Owosso has partnered with the OHC to manage certain historical city-owned properties; and

WHEREAS, the OHC is expected to balance and supplement their budget through fundraising activities; and

WHEREAS, the OHC is responsible for raising funds to annually cover the \$5,000 increase in the executive director's wages.

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

FIRST: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Independent Contractor Agreement between the Owosso Historical Commission and Albert Martenis up to the amount of \$32,000 annually for a period of 18 months.

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: Councilmember Fear.

#### **OPRA Rescission Review – Wesener Building**

City Manager Henne indicated the original abatement had been granted in 2013 for a period of 12 years. Upon reviewing their annual report it was noted that they had promised to create 12 jobs and there are no jobs created at this time. According to the policy the situation must be considered by City Council. He went on to outline three options for the Council:

1. Rescind the remainder of the abatement
2. Reduce the abatement by the corresponding number of years
3. Do nothing and accept the lack of job creation

There was discussion regarding the definition of a job, and whether the construction workers involved in the rehabilitation of the building qualified as job creation. It was concluded that construction jobs did not count toward the job creation requirement, the jobs must be full-time employees, or their equivalent.

There was further discussion regarding how long the building had been open (2016), standing firm on the policy, reducing the number of years of the exemption, and the possibility of providing a grace period due to the effects of COVID. A majority of the board felt that the situation called for leniency.

Motion by Councilmember Pidek to conduct a review of the OPRA tax exemption for the Wesener Building at 106 N. Washington Street in one year's time with the possibility of reducing the term of the abatement if the job requirements are not met at that time.

Motion supported by Councilmember Haber.

Roll Call Vote.

AYES: Councilmembers Law, Pidek, Teich, Haber, and Mayor Eveleth.

NAYS: Mayor Pro-Tem Osika and Councilmember Fear.

**City Budget Amendment**

Motion by Councilmember Pidek to adopt Amendment No. 2 to the 2020-2021 Budget as follows:

**CITY OF OWOSSO BUDGET AMENDMENTS**  
**Period Ending 12/31/20**

|                 | <b>ACCOUNT<br/>NUMBER</b>  | <b>ACCOUNT DESCRIPTION</b>                             | <b>CURRENT<br/>BUDGET</b> | <b>REQUESTED<br/>INCREASE<br/>(DECREASE)</b> | <b>AMENDED<br/>BUDGET</b> |
|-----------------|----------------------------|--|---------------------------|--|---------------------------|
|                 | <b><u>General Fund</u></b> |  |                           |  |                           |
| <b><u>1</u></b> | 101-000-528.000            | Other Federal Grants                                   | 145,198                   | 319,173                                      | 464,371                   |
|                 | 101-000-695.699            | Use of Fund Balance                                    | 222,942                   | (319,173)                                    | (96,231)                  |
|                 |                            | <b>Update Coronavirus Grants</b>                       |                           |  |                           |
| <b><u>2</u></b> | 101-000-695.699            | Use of Fund Balance                                    | (96,231)                  | (209,607)                                    | (305,838)                 |
|                 | 101-000-539.575            | Revenue Sharing  | 456,107                   | 289,607                                      | 1,745,714                 |
|                 | 101-000-664.664            | Interest Income Revenue                                | 85,000                    | (80,000)                                     | 5,000                     |
|                 | -                          | <b>Update Revenue Sharing and Interest Revenue</b>     |                           |  |                           |
|                 | -                          |  |                           |  |                           |
| <b><u>3</u></b> | 101-756-728.000            | Park Supplies  | 2,000                     | 2,083  | 4,083                     |
|                 | 101-000-671.675            | Donations  | -                         | 2,083  | 2,083                     |
|                 |                            | <b>Record Bench Donation and Purchase of Bench</b>     |                           |  |                           |
| <b><u>4</u></b> | 101-441-831.100            | Storm Sewer Maintenance                                | 37,500                    | 36,100                                       | 73,600                    |
|                 | 101-000-695.699            | Use of Fund Balance                                    | (305,838)                 | 36,100                                       | (269,738)                 |
|                 |                            | <b>To Pay off Owosso Drain Assessment-Storm Drains</b> |                           |  |                           |
| <b><u>5</u></b> | 101-209-818.000            | Assessing Contractual                                  | 8,000                     | 5,000  | 13,000                    |
|                 | 101-000-695.699            | Use of Fund Balance                                    | (269,738)                 | 5,000  | (264,738)                 |
|                 |                            | <b>To Record Appraisal Services</b>                    |                           |  |                           |
|                 | <b><u>Other Funds</u></b>  |  |                           |  |                           |
| <b><u>6</u></b> | 208-756-974.000            | Parks System Improvements                              | 30,000                    | 30,000                                       | 60,000                    |
|                 | 208-000-695.699            | Use of Fund Balance                                    | -                         | 30,000                                       | 30,000                    |
|                 |                            | <b>Record Activity in Parks Millage Fund</b>           |                           |  |                           |
| <b><u>7</u></b> | 277-901-965.000            | Capital Outlay   | -                         | 17,093                                       | 17,093                    |
|                 | 277-000-539.529            | Grant Revenue  | -                         | 17,093                                       | 17,093                    |
|                 |                            | <b>Record Brownfield Activity</b>                      |                           |  |                           |

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

#### **MERS Agreement Addendum – Defined Benefit**

City Manager Henne noted that every community in the state that contracts with MERS to handle their retirement has been asked to complete similar paperwork to specify pension eligibility and further define compensation.

Motion by Councilmember Pidek to approve an Addendum to the Adoption Agreement with MERS for administration of the City's defined benefit retirement system to clarify certain terms as they apply to all City divisions as follows:

#### **RESOLUTION NO. 21-2021**

#### **ADOPTING THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (MERS) DEFINED BENEFIT PLAN ADOPTION AGREEMENT ADDENDUM**

WHEREAS, the city of Owosso, a Michigan municipal corporation, provides retirement plans through MERS; and

WHEREAS, MERS has requested completion of the Defined Benefit Plan Adoption Agreement Addendum for their records.

NOW THEREFORE, the city council of the city of Owosso, Michigan (the employer) resolves:

FIRST: that the form Defined Benefit Plan Adoption Agreement Addendum effective January 1, 2021 presented and attached is approved and adopted and that the duly authorized agents of the city are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

SECOND: that the Administrator is instructed to take such actions that they deem necessary and proper to implement the Plan.

THIRD: the undersigned certifies that attached as Exhibit A, are true copies of the *City of Owosso Defined Benefit Plan Adoption Agreement Addendum* approved and adopted in this resolution.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

#### **MERS Agreement Addendum – Hybrid**

Motion by Mayor Pro-Tem Osika to approve an Addendum to the Adoption Agreement with MERS for administration of the City's hybrid retirement system to clarify certain terms as they apply to all City divisions as follows:

**RESOLUTION NO. 22-2021**

**ADOPTING THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM (MERS)  
HYBRID PLAN ADOPTION AGREEMENT ADDENDUM**

WHEREAS, the city of Owosso, a Michigan municipal corporation, provides retirement plans through MERS; and

WHEREAS, MERS has requested completion of the Hybrid Plan Adoption Agreement Addendum for their records.

NOW THEREFORE, the city council of the city of Owosso, Michigan (the employer) resolves:

FIRST: that the form Hybrid Plan Adoption Agreement Addendum effective January 1, 2021 presented and attached is approved and adopted and that the duly authorized agents of the city are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

SECOND: that the Administrator is instructed to take such actions that they deem necessary and proper to implement the Plan.

THIRD: the undersigned certifies that attached as Exhibit A, are true copies of the *City of Owosso Hybrid Plan Adoption Agreement Addendum* approved and adopted in this resolution.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

**Proposed Property Sale – Twenty-One Day Posting**

Motion by Councilmember Teich to authorize the twenty-one (21) day posting period for the sale of 1.5 acres off McMillan Road to Leaf Releaf Labs, LLC in the amount of \$10,000.00 as follows:

**RESOLUTION NO. 23-2021**

**RESOLUTION AUTHORIZING 21- DAY POSTING OF PURCHASE AGREEMENT FOR  
THE SALE OF CITY-OWNED PROPERTY ON MCMILLIAN ROAD**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcel 050-553-000-009-00, constituting 36 acres of industrial-zoned property; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase 1.5 acres of said parcel west of 1500 McMillian Rd for ten thousand dollars (\$10,000); and

WHEREAS, the City of Owosso has no immediate or long-term plans to develop said parcel under city ownership; and

WHEREAS, this portion has not been actively marketed, thereby triggering the 21-day public inspection period set forth in Section 14.3(2) of the Owosso City Charter.



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 sell the aforementioned parcel to Leaf Releaf Labs, LLC in the amount of \$10,000.

SECOND: The city clerk is instructed to publicly publish this offer per Section 14.3(B)(2) of the city charter for twenty one (21) days.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **Closed Session**

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

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **COMMUNICATIONS**

Josh D. Adams, DDA/OMS Executive Director. 2020 Main Street Impact Report.  
Cheryl A. Grice, Finance Director. December 2020 Revenue & Expenditure Report.  
N. Bradley Hissong, Building Official. December 2020 Building Department Report.  
N. Bradley Hissong Building Official. December 2020 Code Violations Report.  
N. Bradley Hissong Building Official. December 2020 Inspections Report.  
N. Bradley Hissong Building Official. December 2020 Certificates Issued.  
Kevin D. Lenkart, Public Safety Director. December 2020 Police Report.  
Kevin D. Lenkart, Public Safety Director. December 2020 Fire/EMS Report.  
Parks & Recreation. Minutes of December 9, 2020.  
Owosso Historical Commission. Minutes of December 14, 2020.  
Owosso Historic District Commission. Minutes of December 16, 2020.  
Owosso Historic District Commission. Minutes of December 28, 2020.  
Downtown Development Authority/Main Street. Minutes of January 6, 2021.

**RECESSED TO EXECUTIVE SESSION AT 8:40 P.M.**

**RETURNED FROM EXECUTIVE SESSION AT 9:11 P.M.**

**APPROVAL OF THE MINUTES OF CLOSED SESSION OF NOVEMBER 16, 2020**

Motion by Councilmember Fear to approve the Minutes of the Regular Meeting of November 16, 2020 as presented.

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

**NEXT MEETING**

Monday, February 01, 2021

**BOARDS AND COMMISSIONS OPENINGS**

Board of Review – term expires December 31, 2025  
Brownfield Redevelopment Authority – County Representative – term expires June 30, 2024  
Brownfield Redevelopment Authority – terms expire June 30, 2022  
Brownfield Redevelopment Authority – term expires June 30, 2026  
Building Board of Appeals – Alternate - term expires June 30, 2022  
Building Board of Appeals – Alternate - term expires June 30, 2021  
Building Board of Appeals – term expires June 30, 2022  
Downtown Development Authority – 2 terms expire June 30, 2021  
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 – 2 terms expire December 31, 2023  
Shiawassee District Library - term expires June 30, 2024  
Zoning Board of Appeals – Alternate – term expires June 30, 2021  
Zoning Board of Appeals – term expires June 30, 2023

**ADJOURNMENT**

Motion by Mayor Pro-Tem Osika for adjournment at 9:12 p.m.

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

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk



## MEMORANDUM

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

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DATE: January 26, 2021

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Setting Public Hearing for Special Assessment Roll for Gould Street Rehabilitation

### RECOMMENDATION:

City staff recommends approval of Resolution No. 4 which sets the second public hearing for the Gould Street Rehabilitation Project.

### BACKGROUND:

This public hearing is intended to provide affected residents with the opportunity to comment regarding their individual assessments.

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

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

Tonight the council will be considering Resolution No. 4 for the proposed district as a part of the Consent Agenda. Staff recommends authorization of Resolution No. 4 setting a public hearing for Tuesday, February 16, 2021 to receive citizen comment regarding the proposed special assessment roll for the following public improvement:

### **Gould Street, Public Street, from Oliver Street to Moore Street**

Attachment(s): Gould Street Resolution No. 4  
Gould Street Special Assessment Roll  
Gould Street Engineer's Estimate

**RESOLUTION NO.**

**GOULD STREET, A PUBLIC STREET,  
FROM OLIVER STREET TO MOORE STREET  
SPECIAL ASSESSMENT RESOLUTION NO. 4**

WHEREAS, the Assessor has prepared a special assessment roll for the purpose of specially assessing that portion of the cost of the public improvements more particularly hereinafter described to the properties specially benefited by said public improvement, and the same has been presented to the Council by the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.
2. The Council shall meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m., on Tuesday, February 16, 2021 for the purpose of hearing all persons interested in said special assessment roll and reviewing the same.
3. The City Clerk is directed to publish the notice of said hearings once in the *Argus Press*, the official newspaper of the City of Owosso, not less than ten (10) days prior to said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of the property subject to assessment, as indicated by the records in the City Assessor's office as shown on the general tax rolls of the City, at least ten (10) days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
4. The notice of said hearing to be published and mailed shall be in substantially the following form:

**NOTICE OF HEARING  
TO REVIEW SPECIAL ASSESSMENT ROLL  
CITY OF OWOSSO, COUNTY OF SHIAWASSEE, MICHIGAN**

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

**Gould Street, a Public Street, from Oliver Street to Moore Street**

TAKE NOTICE that a Special Assessment roll has been prepared for the purpose of defraying the Special Assessment district's share of the cost of the following described improvements:

**Street Rehabilitation**

The said Special Assessment roll is on file for public examination with the City Clerk and any objections to said Special Assessment roll must be filed in writing with the City Clerk prior to the close of the hearing to review said Special Assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the State Tax Tribunal if an appeal should be desired. A property owner or party in interest, his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file a written appeal of the special assessment with the State Tax Tribunal within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Tuesday, February 16, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

11-Jan-21

RESO 4

## N GOULD STREET FROM OLIVER ST TO MOORE ST ENGINEER'S ESTIMATE

| DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT        | ELIGIBLE<br>AMOUNT | CITY COST<br>60 PERCENT | ASSESSMENT            | ASSESSMENT           |
|--|----------|------|--------------|---------------|--------------------|-------------------------|-----------------------|----------------------|
|  |          |      |              |               |                    |                         | AT 40%<br>RESIDENTIAL | AT 40%<br>COMMERCIAL |
| Mobilization, Max \$107,200                              | 1        | LSUM | \$107,200.00 | \$ 107,200.00 | \$ 107,200.00      | \$ 64,320.00            | \$ 42,880.00          | \$ 42,880.00         |
| Dr Structure, Rem  | 24       | Ea   | \$400.00     | \$ 9,600.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, Rem, Less than 24 inch                            | 2013     | Ft   | \$2.00       | \$ 4,026.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, Rem, 24 inch to 48 inch                           | 43       | Ft   | \$5.00       | \$ 215.00     |                    | \$ -                    | \$ -                  | \$ -                 |
| Curb and Gutter, Rem                                     | 2758     | Ft   | \$5.00       | \$ 13,790.00  | \$ 13,790.00       | \$ 8,274.00             | \$ 5,516.00           | \$ 5,516.00          |
| Pavt, Rem  | 394      | Syd  | \$7.00       | \$ 2,758.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Sidewalk, Rem  | 436      | Syd  | \$7.00       | \$ 3,052.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Embankment, CIP  | 128      | Cyd  | \$8.00       | \$ 1,024.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Excavation, Earth  | 2355     | Cyd  | \$13.00      | \$ 30,615.00  |                    | \$ -                    | \$ -                  | \$ -                 |
| Non Haz Contaminated Material Handling and Disposal, LM  | 40       | Cyd  | \$70.00      | \$ 2,800.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Subgrade Undercutting, Type II                           | 250      | Cyd  | \$25.00      | \$ 6,250.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Erosion Control, Inlet Protection, Fabric Drop           | 21       | Ea   | \$100.00     | \$ 2,100.00   | \$ 2,100.00        | \$ 1,260.00             | \$ 840.00             | \$ 840.00            |
| Subbase, CIP   | 107      | Cyd  | \$20.00      | \$ 2,140.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Aggregate Base, 8 inch, Modified                         | 10939    | Syd  | \$13.55      | \$ 148,223.45 |                    | \$ -                    | \$ -                  | \$ -                 |
| Maintenance Gravel                                       | 300      | Ton  | \$30.00      | \$ 9,000.00   | \$ 9,000.00        | \$ 5,400.00             | \$ 3,600.00           | \$ 3,600.00          |
| Approach, CI II, LM                                      | 20       | Cyd  | \$40.00      | \$ 800.00     |                    | \$ -                    | \$ -                  | \$ -                 |
| Geotextile, Separator, Modified                          | 9952     | Syd  | \$2.10       | \$ 20,899.20  |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 4 inch, Tr Det B, Modified                | 16       | Ft   | \$71.00      | \$ 1,136.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 6 inch, Tr Det B, Modified                | 26       | Ft   | \$72.00      | \$ 1,872.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 10 inch, Tr Det B, Modified               | 415      | Ft   | \$73.00      | \$ 30,295.00  |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 12 inch, Tr Det B, Modified               | 357      | Ft   | \$76.50      | \$ 27,310.50  |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 15 inch, Tr Det B, Modified               | 627      | Ft   | \$81.00      | \$ 50,787.00  |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 18 inch, Tr Det B, Modified               | 513      | Ft   | \$88.00      | \$ 45,144.00  |                    | \$ -                    | \$ -                  | \$ -                 |
| Sewer, SDR-26, 24 inch, Tr Det B, Modified               | 42       | Ft   | \$120.00     | \$ 5,040.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Sanitary Service, Conflict                               | 5        | Ea   | \$1,000.00   | \$ 5,000.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Abandoned Gas Main, Conflict                             | 10       | Ea   | \$200.00     | \$ 2,000.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Dr Structure Cover, Adj, Case 1                          | 7        | Ea   | \$475.00     | \$ 3,325.00   | \$ 3,325.00        | \$ 1,995.00             | \$ 1,330.00           | \$ 1,330.00          |
| Dr Structure, Adj, Add Depth                             | 10       | Ft   | \$200.00     | \$ 2,000.00   |                    |                         |                       |                      |
| Dr Structure Cover, EJ 1040 w/ Vented Cover              | 7        | Ea   | \$750.00     | \$ 5,250.00   | \$ 5,250.00        | \$ 3,150.00             | \$ 2,100.00           | \$ 2,100.00          |
| Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover | 7        | Ea   | \$800.00     | \$ 5,600.00   | \$ 5,600.00        | \$ 3,360.00             | \$ 2,240.00           | \$ 2,240.00          |
| Dr Structure Cover, EJ 7000                              | 17       | Ea   | \$800.00     | \$ 13,600.00  | \$ 13,600.00       | \$ 8,160.00             | \$ 5,440.00           | \$ 5,440.00          |
| Dr Structure, 36 inch dia, Modified                      | 15       | Ea   | \$1,800.00   | \$ 27,000.00  |                    | \$ -                    | \$ -                  | \$ -                 |
| Dr Structure, 48 inch dia, Modified                      | 8        | Ea   | \$2,200.00   | \$ 17,600.00  |                    | \$ -                    | \$ -                  | \$ -                 |
| Dr Structure, 72 inch dia, Modified                      | 1        | Ea   | \$4,700.00   | \$ 4,700.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Dr Structure, Tap, 4 inch                                | 9        | Ea   | \$250.00     | \$ 2,250.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| Dr Structure, Tap, 10 inch                               | 10       | Ea   | \$300.00     | \$ 3,000.00   |                    |                         |                       |                      |
| Dr Structure, Tap, 12 inch                               | 2        | Ea   | \$400.00     | \$ 800.00     |                    |                         |                       |                      |
| Dr Structure, Temp Lowering                              | 7        | Ea   | \$200.00     | \$ 1,400.00   | \$ 1,400.00        | \$ 840.00               | \$ 560.00             | \$ 560.00            |
| Dr Structure Collar, Modified                            | 14       | Ea   | \$500.00     | \$ 7,000.00   | \$ 7,000.00        | \$ 4,200.00             | \$ 2,800.00           | \$ 2,800.00          |
| HMA Surface, Rem   | 9960     | Syd  | \$3.00       | \$ 29,880.00  | \$ 29,880.00       | \$ 17,928.00            | \$ 11,952.00          | \$ 11,952.00         |
| Hand Patching  | 14       | Ton  | \$104.00     | \$ 1,456.00   |                    | \$ -                    | \$ -                  | \$ -                 |
| HMA, 3E3 @ 3"  | 1699     | Ton  | \$58.20      | \$ 98,881.80  | \$ 98,881.80       | \$ 59,329.08            | \$ 6,592.12           | \$ 32,960.60         |
| HMA, 4E3 @ 2"  | 1132     | Ton  | \$61.75      | \$ 69,901.00  | \$ 69,901.00       | \$ 41,940.60            | \$ 27,960.40          | \$ 27,960.40         |
| HMA, 5E3 @ 1.5"  | 849      | Ton  | \$66.80      | \$ 56,713.20  | \$ 56,713.20       | \$ 34,027.92            | \$ 22,685.28          | \$ 22,685.28         |
| HMA Approach   | 224      | Ton  | \$87.15      | \$ 19,521.60  |                    | \$ -                    | \$ -                  | \$ -                 |
| Cement   | 2        | Ton  | \$200.00     | \$ 400.00     |                    | \$ -                    | \$ -                  | \$ -                 |

| DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE  | AMOUNT         | ELIGIBLE<br>AMOUNT | CITY COST<br>60 PERCENT | ASSESSMENT<br>AT 40% | ASSESSMENT<br>AT 40% |
|--|----------|------|-------------|----------------|--------------------|-------------------------|----------------------|----------------------|
|  |          |      |             |                |                    |                         | RESIDENTIAL          | COMMERCIAL           |
| Driveway, Nonreinf Conc, 6 inch                                  | 376      | Syd  | \$40.00     | \$ 15,040.00   |                    | \$ -                    | \$ -                 | \$ -                 |
| Driveway, Nonreinf Conc, 7 inch                                  | 26       | Syd  | \$42.00     | \$ 1,092.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Curb and Gutter, Conc, Det F4, Modified                          | 2762     | Ft   | \$15.00     | \$ 41,430.00   | \$ 41,430.00       | \$ 24,858.00            | \$ 16,572.00         | \$ 16,572.00         |
| Detectable Warning Surface, Modified                             | 60       | Ft   | \$72.00     | \$ 4,320.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Curb Ramp Opening, Conc  | 70       | Ft   | \$23.00     | \$ 1,610.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sidewalk Ramp, Conc, 4 inch                                      | 899      | Sft  | \$5.75      | \$ 5,169.25    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sidewalk Ramp, Conc, 7 inch                                      | 656      | Sft  | \$7.25      | \$ 4,756.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sidewalk, Conc, 4 inch   | 1194     | Sft  | \$4.25      | \$ 5,074.50    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sidewalk, Conc, 6 inch   | 1752     | Sft  | \$4.55      | \$ 7,971.60    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sidewalk, Conc, 7 inch   | 210      | Sft  | \$7.25      | \$ 1,522.50    |                    | \$ -                    | \$ -                 | \$ -                 |
| Barricade, Type III, High Intensity, Double Sided, Lighted, Furn | 12       | Ea   | \$97.00     | \$ 1,164.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Barricade, Type III, High Intensity, Double Sided, Lighted, Oper | 12       | Ea   | \$1.94      | \$ 23.28       |                    | \$ -                    | \$ -                 | \$ -                 |
| Minor Traf Devices   | 1        | LSUM | \$12,500.00 | \$ 12,500.00   | \$ 12,500.00       | \$ 7,500.00             | \$ 5,000.00          | \$ 5,000.00          |
| Traf Regulator Control   | 1        | LSUM | \$5,000.00  | \$ 5,000.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Plastic Drum, Fluorescent, Furn                                  | 50       | Ea   | \$28.13     | \$ 1,406.50    |                    | \$ -                    | \$ -                 | \$ -                 |
| Plastic Drum, Fluorescent, Oper                                  | 50       | Ea   | \$0.97      | \$ 48.50       |                    | \$ -                    | \$ -                 | \$ -                 |
| Sign, Type B, Temp, Prismatic, Furn                              | 353      | Sft  | \$3.80      | \$ 1,341.40    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sign, Type B, Temp, Prismatic, Oper                              | 353      | Sft  | \$0.15      | \$ 52.95       |                    | \$ -                    | \$ -                 | \$ -                 |
| Pedestrian Type II Barricade, Temp                               | 20       | Ea   | \$69.84     | \$ 1,396.80    |                    | \$ -                    | \$ -                 | \$ -                 |
| Turf Establishment, Performance                                  | 865      | Syd  | \$5.00      | \$ 4,325.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Gate Box, Adj, Temp, Case 1                                      | 9        | Ea   | \$300.00    | \$ 2,700.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Monument Box   | 1        | Ea   | \$980.00    | \$ 980.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| Monument Preservatoin  | 1        | Ea   | \$980.00    | \$ 980.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| Post, Steel, 3 lb  | 182      | Ft   | \$9.50      | \$ 1,729.00    |                    | \$ -                    | \$ -                 | \$ -                 |
| Sign, Type III. Erect, Salv                                      | 12       | Ea   | \$35.00     | \$ 420.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| Sign, Type III, Rem  | 21       | Ea   | \$45.00     | \$ 945.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| Sign, Type IIIB  | 30       | Sft  | \$19.50     | \$ 585.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk                  | 271      | Ft   | \$2.95      | \$ 799.45      |                    | \$ -                    | \$ -                 | \$ -                 |
| Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar                  | 83       | Ft   | \$12.95     | \$ 1,074.85    |                    | \$ -                    | \$ -                 | \$ -                 |
| Pavt Mrkg, Polyurea, 4 inch, Yellow                              | 4725     | Ft   | \$0.99      | \$ 4,677.75    |                    | \$ -                    | \$ -                 | \$ -                 |
| Post, Mailbox  | 5        | Ea   | \$100.00    | \$ 500.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| Audio Visual Filming   | 1        | LSUM | \$630.00    | \$ 630.00      |                    | \$ -                    | \$ -                 | \$ -                 |
| SUB TOTALS   |          |      |             | \$1,034,621.08 | \$ 477,571.00      | \$ 286,542.60           | \$ 158,067.80        | \$ 184,436.28        |
| ENGINEERING AT 15% ASSESSABLE COST                               |          |      |             | \$ 155,193.16  | \$ 71,635.65       | \$ 42,981.39            | \$ 23,710.17         | \$ 27,665.44         |
| ADMINISTRATIVE AT 5% ASSESSABLE COST                             |          |      |             | \$ 51,731.05   | \$ 23,878.55       | \$ 14,327.13            | \$ 7,903.39          | \$ 9,221.81          |
| GRAND TOTALS   |          |      |             | \$1,241,545.30 | \$ 573,085.20      | \$ 343,851.12           | \$ 189,681.36        | \$ 221,323.54        |

N GOULD ST FROM OLIVER ST TO MOORE ST

SPECIAL ASSESSMENT ROLL

RESO 4

|                                       |              |
|---------------------------------------|--------------|
| ENGINEER'S ESTIMATE ASSESSABLE AMOUNT | \$573,085.20 |
| TOTAL ASSESSABLE FRONT FEET           | 4551.09      |

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

| PROPERTY TYPE                                  | RESIDENTIAL PROPERTY | COMMERCIAL PROPERTY | TOWNSHIP PROPERTY | TOTAL        |
|--|----------------------|---------------------|-------------------|--------------|
| TOTAL ASSEMENT PER TYPE                        | \$573,085.20         | \$573,085.20        | \$573,085.20      |              |
| CITY SHARE ≥ 60%                               | \$383,403.84         | \$351,761.66        | \$383,403.84      |              |
| PROPERTY SHARE @ ≤40%                          | \$189,681.36         | \$221,323.54        | \$189,681.36      |              |
| ASSESSABLE FRONT FOOT RATE: PROP SHARE/4551.09 | \$41.68              | \$48.63             | \$41.68           |              |
| TOTAL FRONT FEET PER TYPE                      | 3373.21              | 0.00                | 1177.88           | 4,551.09     |
| TOTAL AMOUNT OF ASSESSMENT PER TYPE:           | \$140,589.44         | \$0.00              | *\$49,094.04      | \$140,589.44 |

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

|                          |  |  |    |                     |
|--------------------------|--|--|----|---------------------|
| WEST SIDE                |  |  |    | \$83,715.84         |
| EAST SIDE                |  |  | \$ | 56,879.65           |
| TOTAL SPECIAL ASSESSMENT |  |  |    | <u>\$140,595.50</u> |

\*For information only. Not part of Special Assessment Roll



N GOULD ST FROM OLIVER ST TO MOORE ST

RESO 4

WEST SIDE

| ADDRESS NO. | STREET     | PROPERTY OWNER NAME                | ROLL NUMBER        | FRONT FOOTAGE | CORNER LOT DISCOUNT | ASSESSABLE FRONT FEET | FRONT FOOT RATE | AMOUNT OF ASSESSMENT | ZONING TYPE |
|-------------|------------|------------------------------------|--------------------|---------------|---------------------|-----------------------|-----------------|----------------------|-------------|
| 915         | E OLIVER   | ST JOSEPH CHURCH                   | 050-111-005-017-00 | 414           | 0.75                | 310.50                | \$41.68         | \$12,941.64          | R-1         |
| 531         | N GOULD    | VORIS, BRIAN M                     | 050-111-005-008-00 | 64.8          | 1                   | 64.80                 | \$41.68         | \$2,700.86           | R-1         |
| 535         | N GOULD    | EBE, IAN                           | 050-111-005-004-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 539         | N GOULD    | BUNDY, JAMES & SUSAN               | 050-111-005-003-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 910         | QUEEN      | KIMBLE, DAVID W & SHARON R         | 050-111-005-002-00 | 49.2          | 0.75                | 36.90                 | \$41.68         | \$1,537.99           | R-1         |
| 915         | QUEEN      | ERVIN, JOHN R & BRENDA             | 050-020-000-004-00 | 209.44        | 0.75                | 157.08                | \$41.68         | \$6,547.09           | R-1         |
| 916         | E KING     | NEWMAN, CHRISTOPHER                | 050-020-000-005-00 | 209.44        | 0.75                | 157.08                | \$41.68         | \$6,547.09           | R-1         |
| 915         | E KING     | MARTIN, MICHAEL S & CYNTHIA J      | 050-191-000-010-00 | 132.29        | 0.75                | 99.22                 | \$41.68         | \$4,135.39           | R-1         |
| 701         | HUNTINGTON | MOORE, THOMAS H                    | 050-191-000-011-00 | 132           | 0.75                | 99.00                 | \$41.68         | \$4,126.32           | R-1         |
| 700         | HUNTINGTON | JANKOVIC, GENE & BETTY J           | 050-191-000-035-00 | 96.51         | 0.75                | 72.38                 | \$41.68         | \$3,016.90           | R-1         |
| 805         | N GOULD    | SCHERER, RAYMOND A                 | 050-196-000-001-00 | 74.77         | 0.75                | 56.08                 | \$41.68         | \$2,337.31           | R-1         |
| 809         | N GOULD    | BLACK, CODY T & SARA M             | 050-196-000-002-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 813         | N GOULD    | NORMAN, LORI J                     | 050-196-000-003-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 817         | N GOULD    | PENDERGRAFF, MARK T & PAIGE        | 050-196-000-004-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 821         | N GOULD    | HRCKA, DENNIS L JR & JOAN          | 050-196-000-005-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 825         | N GOULD    | WALKER, GERALD B                   | 050-196-000-006-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 829         | N GOULD    | DEISLER, PATRICIA A TRUSTEE        | 050-196-000-007-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 901         | N GOULD    | OLIVER, JACK E & JANET S           | 050-196-000-008-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 905         | N GOULD    | WEBER, SHAWN M                     | 050-196-000-009-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 909         | N GOULD    | JANES, MARY A FAMILY TRUST         | 050-196-000-010-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 913         | N GOULD    | ROBLEDO, HERMAN & SUSAN REV LIV TR | 050-196-000-011-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 917         | N GOULD    | STEWART, JAMES A & JUANITA L       | 050-196-000-012-00 | 66            | 1                   | 66.00                 | \$41.68         | \$2,750.88           | R-1         |
| 912         | MOORE      | LANGDON, BRUCE A & GLENDA J        | 050-194-000-020-00 | 130           | 0.75                | 97.50                 | \$41.68         | \$4,063.80           | R-1         |
|             |            |                                    |                    | 2370.45       |                     | 2008.54               |                 | \$83,715.84          |             |

EAST SIDE

| ADDRESS NO.        | STREET  | PROPERTY OWNER NAME               | ROLL NUMBER        | FRONT FOOTAGE | CORNER LOT DISCOUNT | ASSESSABLE FRONT FEET | FRONT FOOT RATE | AMOUNT OF ASSESSMENT | ZONING TYPE      |
|--------------------|---------|-----------------------------------|--------------------|---------------|---------------------|-----------------------|-----------------|----------------------|------------------|
| CALEDONIA TOWNSHIP |         |                                   |                    | 1177.88       | 1                   | 1177.88               | \$41.68         | *\$49,094.04         | R-1B             |
| 828                | N GOULD | CITY OF OWOSSO                    | 050-540-000-001-00 | 1302.8        | 1                   | 1302.80               | \$41.68         | \$54,300.70          | R-1              |
|                    |         | OSBURN LAKES RES SITE CONDOMINIUM | 050-540-000-003-00 | 82.5          | 0.75                | 61.88                 | \$41.68         | \$2,578.95           | R-1              |
|                    |         |                                   |                    | 2563.18       |                     | 2542.56               |                 | \$56,879.65          | (Does not includ |

\*For information only. Not part of Special Assessment Roll



## MEMORANDUM

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

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DATE: January 26, 2021

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: 2021 Street Program – 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 and 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, 15, or 20 year period (determined by method of construction) at 6% interest. The property owner can pay an assessment in one lump sum or in installments over the 10, 15, or 20 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 **February 1, 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 Resolution No. 1 for the proposed district(s) 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 each of the following proposed projects:

|  |                    |
|--|--------------------|
| Garfield Avenue: from south end to Corunna Avenue:   | Street Resurfacing |
| Lincoln Avenue: from Farr Avenue to Monroe Street:   | Street Resurfacing |
| McMillan Avenue: from south end to Industrial Drive: | Street Resurfacing |
| Park Street: from Harper Street to Ridge Street:     | Street Resurfacing |
| Pearce Street: from South Street to Francis Street:  | Street Resurfacing |
| South Street: from McMillan Avenue to Aiken Road:    | Street Resurfacing |

Resolution No. 2 will be introduced at a later time when the plans and estimates for each of these projects are complete.

Attachment(s): Garfield Avenue Resolution No. 1  
Lincoln Avenue Resolution No. 1  
McMillan Avenue Resolution No. 1  
Park Street Resolution No. 1  
Pearce Street Resolution No. 1  
South Street Resolution No. 1

**RESOLUTION NO.**

**GARFIELD AVENUE  
FROM SOUTH END TO CORUNNA AVENUE  
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:

**Garfield Avenue from south end to Corunna Avenue:  
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. The City Manager shall present said report to the City Council when same has been prepared.

**RESOLUTION NO.**

**LINCOLN AVENUE  
FROM FARR AVENUE TO MONROE 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:

**Lincoln Avenue from Farr Avenue to Monroe 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. The City Manager shall present said report to the City Council when same has been prepared.

**RESOLUTION NO.**

**MCMILLAN AVENUE  
FROM SOUTH END TO INDUSTRIAL DRIVE  
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:

**McMillan Avenue from south end to Industrial Drive:  
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. The City Manager shall present said report to the City Council when same has been prepared.

**RESOLUTION NO.**

**PARK STREET  
FROM HARPER STREET TO RIDGE 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:

**Park Street from Harper Street to Ridge 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. The City Manager shall present said report to the City Council when same has been prepared.

**RESOLUTION NO.**

**PEARCE STREET  
FROM SOUTH STREET TO FRANCIS 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:

**Pearce Street from South Street to Francis 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. The City Manager shall present said report to the City Council when same has been prepared.



**RESOLUTION NO.**

**SOUTH STREET  
FROM MCMILLAN AVENUE TO AIKEN ROAD  
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:

**South Street from McMillan Avenue to Aiken Road:  
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. The City Manager shall present said report to the City Council when same has been prepared.



## **MEMORANDUM**

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

DATE: January 26, 2021

TO: Owosso City Council

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

**SUBJECT: OMS/DDA Revolving Loan Fund – Loan & Grant Resolution Revision**

### **RECOMMENDATION:**

Approval to revise the Revolving Loan & grant resolution for 210 S. Water Street from Heritage Properties of N. MI. LLC to Brianna Leigh Equities, LLC. A \$50,000.00 loan for interior redevelopment activities and a \$3,000.00 grant for interior architectural services.

### **BACKGROUND:**

During the January 18, 2021, City Council approved revolving loan and grant dollars for interior architectural services redevelopment activities associated with 210 S. Water Street. The resolution referenced "Heritage Properties of N. MI, LLC" as the recipient of funds. After approval it was indicated by the property owner that the wrong entity was listed as recipient (clerical error). The appropriate entity to receive funds is Brianna Leigh Equities, LLC.

### **FISCAL IMPACTS:**

No changes to what was already approved via resolution. The applications and amounts are the same, the LLC entity needs to be revised.

**RESOLUTION NO. #####**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND GRANT AND LOAN TO  
~~HERITAGE PROPERTIES OF N. MI. LLC~~  
BRIANNA LEIGH EQUITIES, LLC.  
ASSOCIATED TO WORK AT 210 S. WATER STREET**

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

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

WHEREAS, on December 8, 2020 a loan and grant application was submitted to the OMS/DDA for a grant request from Brianna Leigh Equities, LLC. A grant request for \$3,000.00 for interior architectural services and a \$50,000.00 loan for interior redevelopment activities for 210 S. Water Street.

WHEREAS, on December 28, 2020 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 35. This score is above the 30 points required for consideration. The Revolving Loan Sub-Committee recommended a grant of \$3,000.00 to Brianna Leigh Equities, LLC. for interior architectural services and a \$50,000.00 loan for interior redevelopment activities for 210 S. Water Street.

WHEREAS, on January 6, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

FIRST:       The City of Owosso approves the grant of \$3,000.00 to Brianna Leigh Equities, LLC. for interior architectural services and a \$50,000.00 loan for interior redevelopment activities for 210 S. Water Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

CHECK REGISTER FOR CITY OF OWOSSO  
CHECK DATE FROM 12/01/2020 - 12/31/2020

| Check Date                        | Check  | Vendor Name                              | Description                                      | Amount        |
|-----------------------------------|--------|--|--|---------------|
| Bank 1 GENERAL FUND (POOLED CASH) |        |  |  |               |
| 12/11/2020                        | 133324 | LELAND VIRGINIA                          | REFUND   | \$ 716.00     |
| 12/11/2020                        | 133325 | AFLAC                                    | PAYROLL DEDUCTIONS                               | \$ 732.34     |
| 12/11/2020                        | 133326 | MARK D AGNEW                             | REMOVAL OF GRAPHICS FROM OLD OPD #03             | \$ 195.00     |
| 12/11/2020                        | 133327 | H K ALLEN PAPER CO                       | SUPPLIES   | \$ 44.00      |
| 12/11/2020                        | 133328 | AMERICAN PUBLIC WORKS ASSOCIATION        | MEMBERSHIP-CLAYTON WEHNER                        | \$ 240.00     |
| 12/11/2020                        | 133329 | APEX SOFTWARE                            | MAINTENANCE RENEWAL-1/1/21-1/1/22                | \$ 470.00     |
| 12/11/2020                        | 133330 | THE ARGUS-PRESS                          | PRINTING/PUBLISHING                              | \$ 155.00     |
| 12/11/2020                        | 133331 | ATA NATIONAL TITLE GROUP LLC             | REFUND   | \$ 625.83     |
| 12/11/2020                        | 133332 | BOBCAT OF LANSING                        | SNOW PUSHER-UNIT 446                             | \$ 9,297.08   |
| 12/11/2020                        | 133333 | HART DALE                                | UB refund for account: 1909500005                | \$ 97.55      |
| 12/11/2020                        | 133334 | AGNEW HOLDINGS LLC                       | UB refund for account: 4647500005                | \$ 10.53      |
| 12/11/2020                        | 133335 | NEWMAN II MAURICE                        | UB refund for account: 5572570002                | \$ 176.87     |
| 12/11/2020                        | 133336 | CRITES AUSTIN                            | UB refund for account: 1714300012                | \$ 178.18     |
| 12/11/2020                        | 133337 | BOWERS JULIE                             | UB refund for account: 4239500002                | \$ 59.53      |
| 12/11/2020                        | 133338 | SACKEY SAMANTHA                          | UB refund for account: 3762080030                | \$ 32.55      |
| 12/11/2020                        | 133339 | ALBERT ELIZABETH                         | UB refund for account: 2921190025                | \$ 8.63       |
| 12/11/2020                        | 133340 | AUTO REPAIR OF OWOSSO                    | UB refund for account: 5688970002                | \$ 54.80      |
| 12/11/2020                        | 133341 | STUEDLE SUE                              | UB refund for account: 5058070003                | \$ 38.52      |
| 12/11/2020                        | 133342 | CHAMPAGNE & MARX EXCAVATING INC          | CONTRACT NO 2-SANITARY SEWER & MANHOLE REHAB     | \$ 341,511.11 |
| 12/11/2020                        | 133343 | CHAPTER 13 TRUSTEE AT FLINT              | PAYROLL DEDUCTION                                | \$ 115.40     |
| 12/11/2020                        | 133344 | CITY OF OWOSSO                           | OWOSSO DRAIN                                     | \$ 5,016.42   |
| 12/11/2020                        | 133345 | COPQUEST INC                             | UNIFORM PATCHES                                  | \$ 232.20     |
| 12/11/2020                        | 133346 | JUDY ELAINE CRAIG                        | COURIER SERVICE                                  | \$ 162.00     |
| 12/11/2020                        | 133347 | D & D TRUCK & TRAILER PARTS              | PARTS  | \$ 453.85     |
| 12/11/2020                        | 133348 | DELTA DENTAL PLAN OF MICHIGAN            | DECEMBER 2020-DENTAL INSURANCE PREMIUM           | \$ 4,067.50   |
| 12/11/2020                        | 133349 | FIRST BANKCARD                           | GODADDY RENEWAL/ZOOM                             | \$ 415.87     |
| 12/11/2020                        | 133350 | H2O COMPLIANCE SERVICES INC              | INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM | \$ 731.25     |
| 12/11/2020                        | 133351 | HOME DEPOT CREDIT SERVICES               | SUPPLIES/MATERIALS                               | \$ 517.50     |
| 12/11/2020                        | 133352 | INDUSTRIAL SUPPLY OF OWOSSO INC          | PARTS  | \$ 59.14      |
| 12/11/2020                        | 133353 | J HARRISON PROPERTIES LLC                | GRANT PROCEEDS                                   | \$ 25,000.00  |
| 12/11/2020                        | 133354 | LLOYD MILLER & SONS, INC                 | PARTS  | \$ 102.00     |
| 12/11/2020                        | 133355 | MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS | MEMBERSHIPS-AMY KIRKLAND/CARRIE FARR             | \$ 120.00     |
| 12/11/2020                        | 133356 | MISDU                                    | PAYROLL DEDUCTIONS                               | \$ 1,341.38   |
| 12/11/2020                        | 133357 | MONCHILOV SEWER SERVICE LLC              | PATCHES  | \$ 5,700.00   |
| 12/11/2020                        | 133358 | OWOSSO BOLT & BRASS CO                   | PARTS  | \$ 146.67     |
| 12/11/2020                        | 133359 | OWOSSO CHARTER TOWNSHIP TREASURER        | 2020 WINTER TAXES                                | \$ 34.24      |

|            |        |                                      |   |               |
|------------|--------|--------------------------------------|---|---------------|
| 12/11/2020 | 133360 | OWOSSO-WATER FUND                    | WATER/SEWER USAGE                                 | \$ 287.50     |
| 12/11/2020 | 133361 | PROFESSIONAL ANSWERING SERVICES      | DECEMBER 2020 TELEPHONE ANSWERING SERVICE         | \$ 75.00      |
| 12/11/2020 | 133362 | SHIAWASSEE COUNTY CLERK              | ELECTION EXPENSES                                 | \$ 6,958.92   |
| 12/11/2020 | 133363 | SHIAWASSEE COUNTY TREASURER          | TAX COLLECTION DISBURSEMENT                       | \$ 4,379.33   |
| 12/11/2020 | 133364 | SHIAWASSEE COUNTY TREASURER          | MOBILE HOME TAX DISBURSEMENT                      | \$ 380.00     |
| 12/11/2020 | 133365 | SHIAWASSEE FAMILY YMCA               | PAYROLL DEDUCTION-MEMBERSHIPS                     | \$ 155.55     |
| 12/11/2020 | 133366 | STANDARD INSURANCE COMPANY           | GROUP LIFE INSURANCE                              | \$ 5,194.99   |
| 12/11/2020 | 133367 | STATE OF MICHIGAN                    | NPDES ANNUAL PERMIT FEE FOR 2021                  | \$ 5,500.00   |
| 12/11/2020 | 133368 | STATE OF MICHIGAN                    | 2021 COMMUNITY PUBLIC WATER SUPPLY ANNUAL FEE     | \$ 5,687.18   |
| 12/11/2020 | 133369 | STATE OF MICHIGAN-EGLE               | SAMPLES TESTING                                   | \$ 234.00     |
| 12/11/2020 | 133370 | TALL PROPERTY LLC                    | MI TAX TRIBUNAL SMALL CLAIMS DIVISION             | \$ 2,636.88   |
| 12/11/2020 | 133371 | WIN'S ELECTRICAL SUPPLY OF OWOSSO    | MATERIALS   | \$ 251.89     |
| 12/23/2020 | 133372 | 108 E EXCHANGE, OWOSSO LLC           | GRANT PROCEEDS                                    | \$ 1,500.00   |
| 12/23/2020 | 133373 | BONNIN, MARABETH D                   | 2020 Sum Tax Refund 050-470-037-005-00            | \$ 1,151.58   |
| 12/23/2020 | 133374 | ELLZEY TAMARA                        | UB refund for account: 4146800001                 | \$ 60.66      |
| 12/23/2020 | 133375 | LORENCZ TONI                         | UB refund for account: 2910840008                 | \$ 57.54      |
| 12/23/2020 | 133376 | SNYDER BAILEY                        | UB refund for account: 1252000007                 | \$ 138.49     |
| 12/23/2020 | 133377 | MUNDACA JUAN                         | UB refund for account: 5360070008                 | \$ 161.67     |
| 12/23/2020 | 133378 | J D CANDLER ROOFING COMPANY INC      | INSPECT & REPAIR WWTP ROOFING                     | \$ 2,695.00   |
| 12/23/2020 | 133379 | CHAPTER 13 TRUSTEE AT FLINT          | PAYROLL DEDUCTION                                 | \$ 115.40     |
| 12/23/2020 | 133380 | RONALD DANKERT                       | BOARD OF REVIEW MEETING                           | \$ 50.00      |
| 12/23/2020 | 133381 | DAYSTARR COMMUNICATIONS              | JANUARY 2021-BROADBAND INTERNET AND PHONE SERVICE | \$ 1,089.33   |
| 12/23/2020 | 133382 | DELTA DENTAL PLAN OF MICHIGAN        | JANUARY 2021-DENTAL INSURANCE PREMIUM             | \$ 4,038.40   |
| 12/23/2020 | 133383 | DOWNTOWN DEVELOPMENT AUTHORITY       | TAX COLLECTION DISBURSEMENT                       | \$ 53.21      |
| 12/23/2020 | 133384 | DURAND AUTO PARTS                    | PARTS   | \$ 853.64     |
| 12/23/2020 | 133385 | CHRISTOPHER EVELETH                  | COUNCIL PAY/MAYORAL STIPEND                       | \$ 240.00     |
| 12/23/2020 | 133386 | JANAE L FEAR                         | COUNCIL PAY                                       | \$ 120.00     |
| 12/23/2020 | 133387 | JEROME C HABER                       | COUNCIL PAY                                       | \$ 120.00     |
| 12/23/2020 | 133388 | INTERNATIONAL CITY/COUNTY MANAGEMENT | AD FOR UTILITIES DIRECTOR                         | \$ 225.00     |
| 12/23/2020 | 133389 | INTERNATIONAL INSTITUTE OF MUNICIPA  | MEMBERSHIP AMY KIRKLAND                           | \$ 290.00     |
| 12/23/2020 | 133390 | JERRY L JONES                        | BOARD OF REVIEW MEETING                           | \$ 50.00      |
| 12/23/2020 | 133391 | DANIEL A. LAW                        | COUNCIL PAY                                       | \$ 120.00     |
| 12/23/2020 | 133392 | MISDU                                | PAYROLL DEDUCTION                                 | \$ 1,341.38   |
| 12/23/2020 | 133393 | SUSAN J. OSIKA                       | COUNCIL PAY                                       | \$ 120.00     |
| 12/23/2020 | 133394 | OWOSSO PUBLIC SCHOOLS                | TAX DISBURSEMENT COLLECTION                       | \$ 308,316.54 |
| 12/23/2020 | 133395 | NICHOLAS L PIDEK                     | COUNCIL PAY                                       | \$ 120.00     |
| 12/23/2020 | 133396 | RODABAUGH, MARY ELLEN                | 2020 Sum Tax Refund 050-113-002-029-00            | \$ 866.11     |
| 12/23/2020 | 133397 | MIKE SELLECK                         | BOARD OF REVIEW MEETING                           | \$ 50.00      |
| 12/23/2020 | 133398 | SHIAWASSEE COUNTY TREASURER          | TAX COLLECTION DISBURSEMENT                       | \$ 185,954.96 |
| 12/23/2020 | 133399 | SHIAWASSEE DISTRICT LIBRARY          | TAX DISBURSEMENT                                  | \$ 28,360.20  |
| 12/23/2020 | 133400 | SPRINT COMMUNICATIONS                | CELL PHONE SERVICE-11/7/20-12/6/20                | \$ 758.23     |
| 12/23/2020 | 133401 | STATE OF MICHIGAN                    | QUALITY ASSURANCE ASSESSMENT-10/1/20-12/31/20     | \$ 1,693.72   |

|            |        |                                    |                               |                    |
|------------|--------|------------------------------------|-------------------------------|--------------------|
| 12/23/2020 | 133402 | STATE OF MICHIGAN-DEPT OF T M & B  | MIDEAL-234 MEMBERSHIP PAYMENT | \$ 230.00          |
| 12/23/2020 | 133403 | STATE OF MICHIGAN                  | SEX OFFENDER REGISTRATION FEE | \$ 30.00           |
| 12/23/2020 | 133404 | ROBERT J TEICH JR                  | COUNCIL PAY                   | \$ 30.00           |
| 12/23/2020 | 133405 | TERRY M BACK                       | TIRE REPAIR                   | \$ 85.00           |
| 12/23/2020 | 133406 | THE HOME OFFICE REALTY INVESTMENTS | GRANT PROCEEDS                | <u>\$ 1,500.00</u> |

1 TOTALS:

Total of 83 Disbursements:

\$ 973,186.24

Bank 10 OWOSSO HISTORICAL FUND

|            |      |                           |  |                  |
|------------|------|---------------------------|--|------------------|
| 12/11/2020 | 5395 | CONSUMERS ENERGY          | 515 N WASHINGTON ST                      | \$ 332.25        |
| 12/11/2020 | 5396 | NO MOW PROBLEMS LAWN CARE | NOVEMBER 2020-LEAVES AT GOULD HOUSE      | \$ 305.00        |
| 12/11/2020 | 5397 | SIMPSON'S GREENHOUSE      | WREATHES AND GARLAND FOR HISTORICAL COMM | <u>\$ 203.70</u> |

10 TOTALS:

Total of 3 Disbursements:

\$ 840.95



## **MEMORANDUM**

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Building Department 301 W Main St Owosso, MI 989-725-0535

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**DATE:** January 27, 2021

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

**FROM:** Brad Hissong, Building Official

**SUBJECT:** Lot Split Application – W South St/Krouse Rd 050-549-000-002-00

### **RECOMMENDATION:**

I recommend approval of the application for lot split for W South St/Krouse Rd 050-549-000-002-00. The application and supporting documents have been reviewed by department heads and the proposed splits will conform to present city ordinances. Therefore, approval by the City Council for this lot split is recommended.

### **BACKGROUND:**

Highland Park North LLC (Tom Beste) purchased approximately 30 acres from the City of Owosso with the intent of constructing new buildings for marijuana grow facilities. This lot split application is for approximately 11 acres with frontage on South St/Krouse Rd. (See survey – Proposed Parcel 1, 2, 3).

### **LEGAL DESCRIPTION:**

SEE ATTACHED

### **FISCAL IMPACTS:**

N/A

P2021-001



Application Fee:  
Single - \$225  
Multiple - \$225 each +  
\$35/resulting lot

485.00

## APPLICATION TO DIVIDE PLATTED CITY LOTS

*The State of Michigan Land Division Act and City of Owosso Subdivision Regulations prohibit the division of platted City lots without prior approval of the City Council.*

### Step-By-Step Guide

1. Staff will assist the applicant by explaining the parcel split process, provide site information, review the application and inform that a survey may be required
  2. Applicant submits application with fee
  3. Departmental review of application
  4. Staff prepares memo for next City Council meeting
  5. Send notice to applicant with the date of the City Council meeting
  6. City Clerk notifies the Building Department and Assessor of Council approval or denial
  7. Final approval or denial notice sent to applicant
- Requests for parcel splits can only be approved if the request meets the requirements of the Zoning Ordinance. The resulting split cannot create a parcel that does not meet the minimum dimensional requirements for the district (street frontage and parcel area). If there are structures on the parcel they must meet the side yard and/or rear yard setback as applicable.
  - It is the owner's responsibility to verify that there are no issues/objections to the request by any persons, firms, or corporations having a legal or equitable interest in the land. **The City does not conduct a title search for the property.**
  - If the parcel involves a principal residence or homestead it is up to the applicant to notify the City Assessor to update their Homestead Exemption.
  - The applicant is responsible to provide a survey and legal descriptions of the proposed parcels (unless waived by the Zoning Administrator). If buildings or structures are located on a parcel a site plan showing set-backs is required. Requests are reviewed for compliance with the Zoning Ordinance. The Zoning Administrator reserves the right to require additional information necessary to meet the requirements of the Zoning Ordinance.
  - **ALL DELINQUENT TAXES/SPECIAL ASSESSMENTS/LIENS MUST BE PAID ON ANY PARCEL BEFORE THE DESCRIPTION OF THE PARCEL CAN BE CHANGED.**

### Applicant Information

Name: Highland Park North LLC (Tom Beste - member)  
 Affiliation if Not Owner: \_\_\_\_\_  
 Address: 1111 Telegraph Rd Canton MI 48117  
 Phone: 734-790-1683 c tombeste@gmail.com

### Land Division Information

| Parcel Address:                 | Parcel Number:               |
|---------------------------------|------------------------------|
| <u>W. South &amp; Krouse St</u> | <u>78-050-549-000-002-00</u> |

### Proposed Use

|                                      |                                     |  |  |                                |
|--------------------------------------|-------------------------------------|--|--|--------------------------------|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Industrial | <input type="checkbox"/> Institutional | <input type="checkbox"/> Other |
|--------------------------------------|-------------------------------------|--|--|--------------------------------|



Describe the division being proposed

Divide 2 lots with frontage on Krouse Rd leaving  
a 60' Access For Future Road & utilities.

Affidavit and Permissions:

- I agree the statements made on this document are true, and if found not to be true, this application and any approvals will be void
- I agree to give permission for officials of the municipality to enter onto property involved in this application for purposes of inspection, to verify that the information provided on the application is correct
- I understand that any approval hereunder only constitutes approval of requested legal descriptions and does not provide, constitute, infer or imply build ability or compliance with any applicable statute, law, building code, deed restriction, or property right
- I agree to comply with the conditions and regulations provided with this parcel division
- I understand that the land division application may take up to 30 days to be processed
- I understand that property tax bills may be issued using the parent parcel(s) and I agree to have the tax bills and other city of Owosso liens charged/billed during this period paid by the appropriate party
- I understand that if property is being conveyed between the parties, requested land division will only take place on city records after recording of deed
- **Divisions require all taxes, special assessments and outstanding invoices be paid in full before the division can be processed**

Applicant Signature



Highland Park North LLC

Date

12-27-2020

City of Owosso Lot Split Ordinance Sec. 30-5. - Lot division.

The division of a lot in a recorded plat is prohibited, unless approved following application to the city council. The application shall be filed with the city clerk and shall state the reasons for the proposed division. The city council may request review and comment by the city planning commission. The division to be approved by the city council shall have the suitability of the land for building purposes approved by the city zoning administrator, who may require submission of a professionally prepared boundary survey report. No building permit shall be issued, nor any building construction commenced, prior to the city council's approval. No lot in a recorded plat shall be divided into more than four (4) parts, and the resulting lots shall be not less in area than permitted by the city zoning ordinance. The division of a lot resulting in a smaller area than prescribed herein may be permitted but only for the purpose of adding to the existing building site or sites. The application shall so state and shall be in affidavit form. (Ord. No. 456, § 1, 12-19-88)

**ASSESSOR TO ATTACH LOT SPLIT FORM WITH CURRENT AND NEW  
DESCRIPTIONS, ASSESSED AND TAXABLE VALUES**

**City of Owosso Division of Platted City Lots Departmental Review**

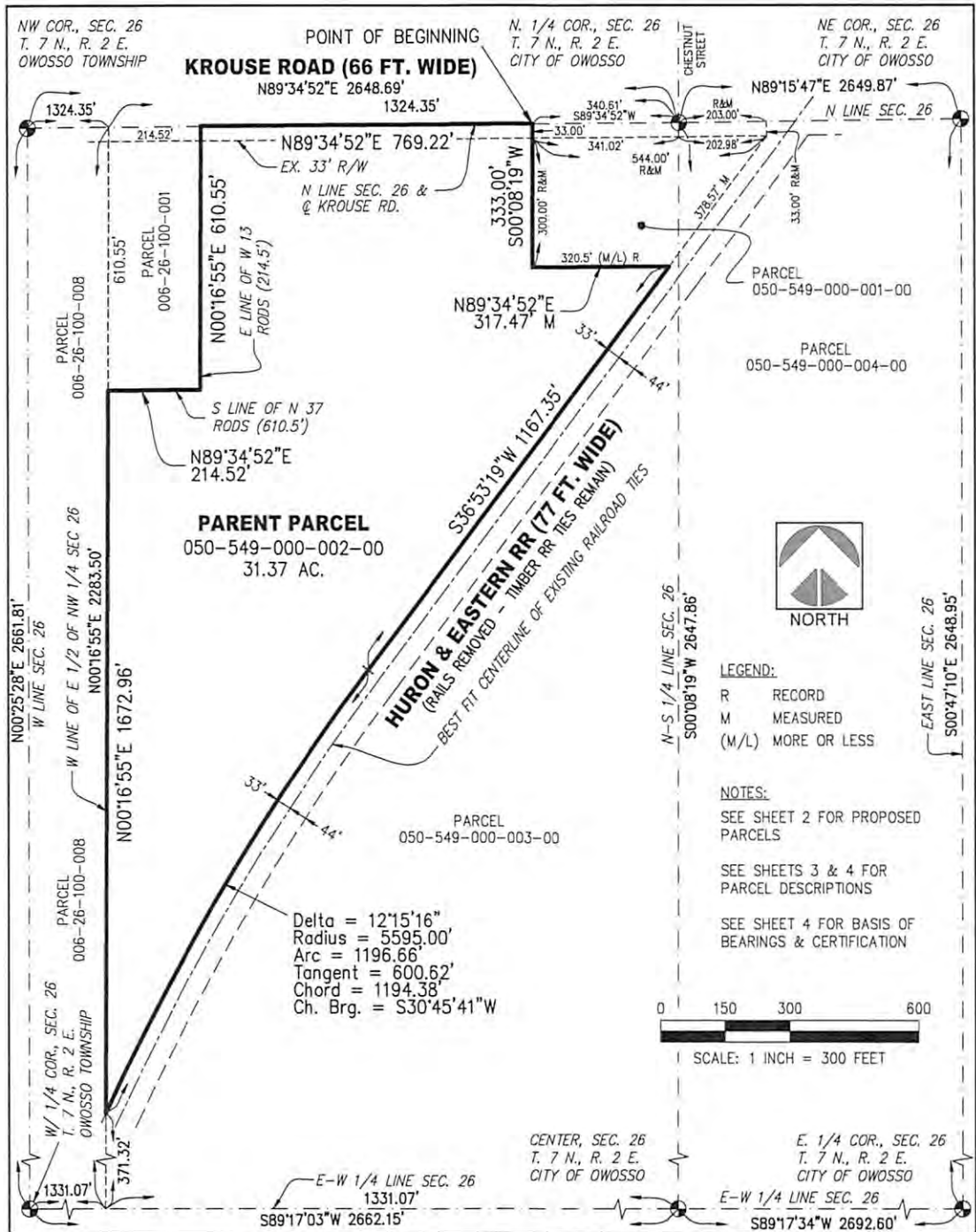
|  |  |                                 |
|--|--|---------------------------------|
| <b>1. Building Official Recommends:</b>                                      | <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Denial |
| Comments: <u>NO ISSUES</u>   |  |                                 |
| Signature: <u>Email, dated 01/19/2021 from Brad Hissong</u>                  |  |                                 |
| <b>2. Assessor Recommends:</b>   | <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Denial |
| County Drain Office Special Assessments: <u>none</u>                         | <input type="checkbox"/> Paid                | <input type="checkbox"/> Unpaid |
| County Treasurer's Office Delinquent Taxes: <u>none</u>                      | <input type="checkbox"/> Paid                | <input type="checkbox"/> Unpaid |
| Comments:  |  |                                 |
| Signature: <u>Michelle Dault 1-5-2021</u>                                    |  |                                 |
| <b>3. Treasurer Tax Information:</b>   | <input checked="" type="checkbox"/> Paid     | <input type="checkbox"/> Unpaid |
| Special Assessments: <u>none</u>   | <input checked="" type="checkbox"/> Paid     | <input type="checkbox"/> Unpaid |
| Comments: <u>Check with county drain office for Owosso Drain assessment.</u> |  |                                 |
| Signature: <u>Katherine Jagan</u>  |  |                                 |
| <b>4. Community Development Recommends:</b>                                  | <input type="checkbox"/> Approval            | <input type="checkbox"/> Denial |
| Comments: <u>None</u>  |  |                                 |
| Signature: <u>N.A.R. He</u>  |  |                                 |
| <b>5. Public Utilities Recommends:</b>                                       | <input type="checkbox"/> Approval            | <input type="checkbox"/> Denial |
| Comments:  |  |                                 |
| Signature:   |  |                                 |
| <b>6. Engineering Recommends:</b>  | <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Denial |
| Comments: <u>No public utility issues</u>                                    |  |                                 |
| Signature: <u>Clayton Webber</u>   |  |                                 |
| <b>7. Zoning Administrator Recommends:</b>                                   | <input type="checkbox"/> Approval            | <input type="checkbox"/> Denial |
| Comments:  |  |                                 |
| Signature:   |  |                                 |

|                                 |  |                                 |  |
|---------------------------------|--|---------------------------------|--|
| Date for City Council Review:   | 2/01/2021                                      | Date notice sent to applicant:  | 1/27/2021  |
| City Council action:            | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Denied | <input type="checkbox"/> Approved with attached conditions |
| Date results sent to applicant: |  |                                 |  |

#### Building Department Checklist

|   |                                     |
|---|-------------------------------------|
| Application Reviewed  | <input checked="" type="checkbox"/> |
| Fee paid  | <input checked="" type="checkbox"/> |
| Return all materials to Building Department   | <input checked="" type="checkbox"/> |
| Send copy of application to applicant with date of Council Meeting                    | <input checked="" type="checkbox"/> |
| Prepare memo and submit with original application to Clerk's Office                   | <input checked="" type="checkbox"/> |
| After Council approval or denial, notify applicant with copy of completed application | <input type="checkbox"/>            |
| Notify Assessor of approval or denial   | <input type="checkbox"/>            |
| Scan to BS&A file and file hard copy  | <input type="checkbox"/>            |
| Staff Initials  |                                     |





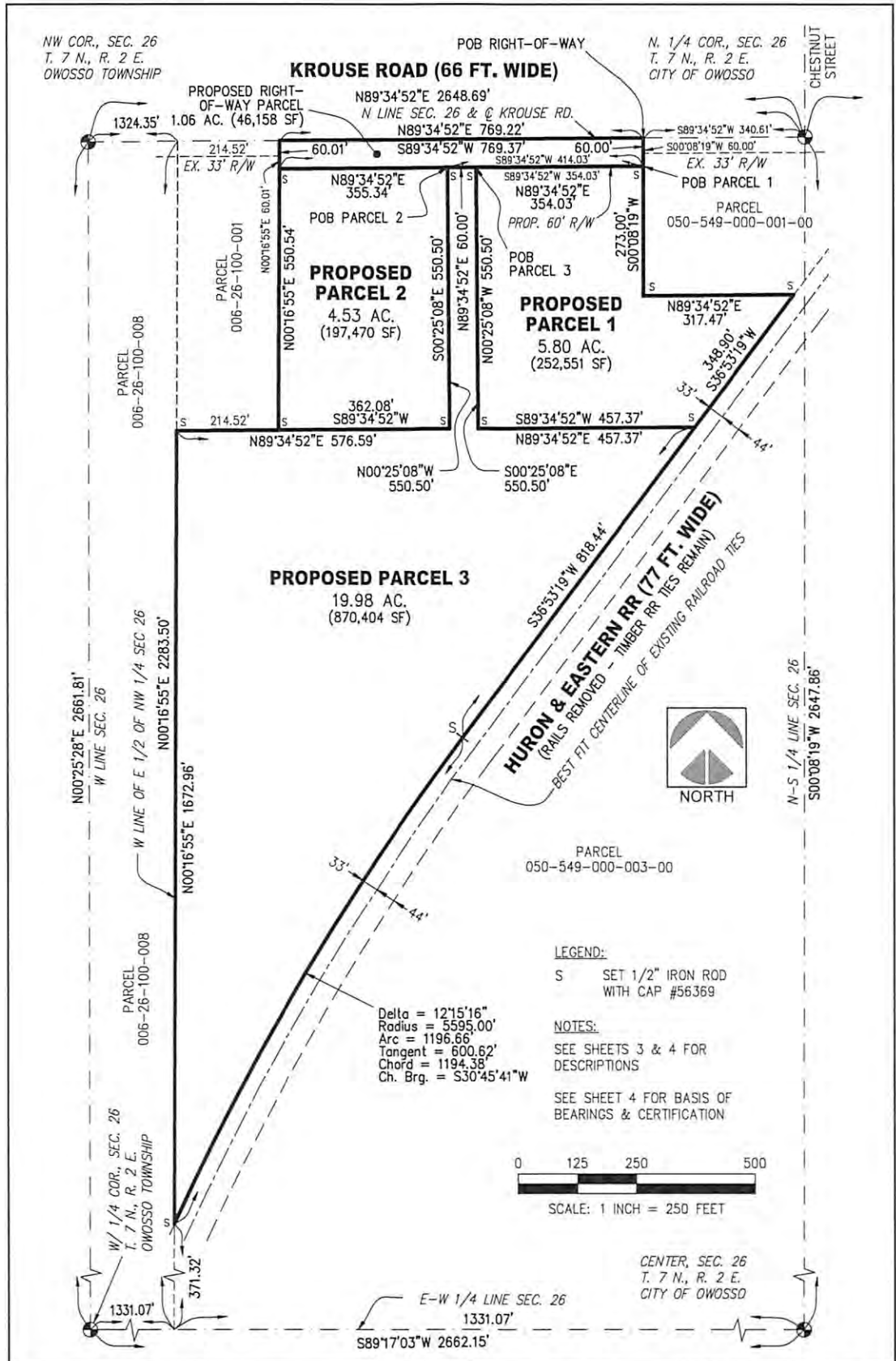
The  
**UMLOR**  
 Group  
 LAND DEVELOPMENT SERVICES

**CERTIFIED SURVEY - PARENT PARCEL**

FOR: HIGHLAND PARK NORTH LLC  
 SEC. 26, CITY OF OWOSSO, SHIAWASSEE CO., MICHIGAN

The Umlor Group  
 49287 West Road  
 Wixom, Michigan 48393  
 Tel. (248) 773-7656  
 Fax. (866) 690-4307

DRAWN BY: SA  
 CHKD BY: TL  
 DATE: 1/9/2021  
 SHT. NO.: 1 OF 4



**The UMLOR Group**  
LAND DEVELOPMENT SERVICES

**CERTIFIED SURVEY - PROPOSED PARCELS**

FOR: HIGHLAND PARK NORTH LLC  
SEC. 26, CITY OF OWOSSO, SHIAWASSEE CO., MICHIGAN

**The Umlor Group**  
49287 West Road  
Wixom, Michigan 48393  
Tel. (248) 773-7656  
Fax. (866) 690-4307

**DRAWN BY:** SA  
**CHKD BY:** TL  
**DATE:** 1/9/2021  
**SHT. NO.:** 2 OF 4



Parent Parcel

Part of the East 1/2 of the Northwest 1/4 of Section 26, Township 7 North, Range 2 East, City of Owosso, Shiawassee County, Michigan, described as follows:

Commencing at the North 1/4 Corner of Section 26, Town 7 North, Range 2 East; thence South 89 degrees 34 minutes 52 seconds West along the North line of Section 26, also the centerline of Krouse Road (66 feet wide – AKA South Street), 340.61 feet to the **Point of Beginning**; thence South 00 degrees 08 minutes 19 seconds West 333.00 feet; thence North 89 degrees 34 minutes 52 seconds East 317.47 feet; thence South 36 degrees 53 minutes 19 seconds West, along the Northwestern right-of-way of the Huron and Eastern Railroad (77 feet wide), 1167.35 feet to the beginning of a curve concave to the southeast having a radius of 5,595.00 feet; thence southwesterly, along the arc of said curve and continuing along said northwesterly right-of-way of the Huron and Eastern Railroad, 1196.66 feet, through a central angle of 12 degrees 15 minutes 16 seconds (chord bears South 30 degrees 45 minutes 41 seconds West 1194.38 feet); thence North 00 degrees 16 minutes 55 seconds East, along the West line of the East half of the Northwest 1/4 of section 26, 1672.96 feet; thence North 89 degrees 34 minutes 52 seconds East 214.52 feet; thence North 00 degrees 16 minutes 55 seconds East 610.55 feet; thence North 89 degrees 34 minutes 52 seconds East, along the North line of said Section 26 and the centerline of Krouse Road (AKA South Street) 769.22 feet to the **Point of Beginning**. Subject to the rights of the public over the Northerly 33 feet thereof as occupied by Krouse Road (AKA South Street) and containing 31.37 acres.

Proposed Parcel 1


Part of the East 1/2 of the Northwest 1/4 of Section 26, Township 7 North, Range 2 East, City of Owosso, Shiawassee County, Michigan, described as follows:

Commencing at the North 1/4 Corner of Section 26, Town 7 North, Range 2 East; thence South 89 degrees 34 minutes 52 seconds West along the North line of Section 26, also the centerline of Krouse Road (66 feet wide – AKA South Street), 340.61 feet; thence South 00 degrees 08 minutes 19 seconds West 60.00 feet to the **Point of Beginning**; thence continuing South 00 degrees 08 minutes 19 seconds West 273.00 feet; thence North 89 degrees 34 minutes 52 seconds East 317.47 feet; thence South 36 degrees 53 minutes 19 seconds West, along the Northwestern right-of-way of the Huron and Eastern Railroad (77 feet wide), 348.90 feet; thence South 89 degrees 34 minutes 52 seconds West 457.37 feet; thence North 00 degrees 25 minutes 08 seconds West 550.50 feet; thence North 89 degrees 34 minutes 52 seconds East 354.03 feet to the **Point of Beginning**. Contains 5.80 acres.

Proposed Parcel 2

Part of the East 1/2 of the Northwest 1/4 of Section 26, Township 7 North, Range 2 East, City of Owosso, Shiawassee County, Michigan, described as follows:

Commencing at the North 1/4 Corner of Section 26, Town 7 North, Range 2 East; thence South 89 degrees 34 minutes 52 seconds West along the North line of Section 26, also the centerline of Krouse Road (66 feet wide – AKA South Street), 340.61 feet; thence South 00 degrees 08 minutes 19 seconds West 60.00 feet; thence South 89 degrees 34 minutes 52 seconds West 414.03 feet to the **Point of Beginning**; thence South 00 degrees 25 minutes 08 seconds East 550.50 feet; thence South 89 degrees 34 minutes 52 seconds West 362.08 feet; thence North 00 degrees 16 minutes 55 seconds East 550.54 feet; thence North 89 degrees 34 minutes 52 seconds East 355.34 feet to the **Point of Beginning**. Contains 4.53 acres.

|  |   |                  |
|--|---|------------------|
|  <div>The<br/>UMLOR<br/>Group<br/>LAND DEVELOPMENT SERVICES</div> | CERTIFIED SURVEY – DESCRIPTIONS   |                  |
|  | FOR: HIGHLAND PARK NORTH LLC<br>SEC. 26, CITY OF OWOSSO, SHIAWASSEE CO., MICHIGAN                         |                  |
|  | The Umlor Group<br>49287 West Road<br>Wixom, Michigan 48393<br>Tel. (248) 773-7656<br>Fax. (866) 690-4307 | DRAWN BY: SA     |
|  |   | CHKD BY: TL      |
|  |   | DATE: 1/9/2021   |
|  |   | SHT. NO.: 3 OF 4 |

Proposed Parcel 3

Part of the East 1/2 of the Northwest 1/4 of Section 26, Township 7 North, Range 2 East, City of Owosso, Shiawassee County, Michigan, described as follows:

Commencing at the North 1/4 Corner of Section 26, Town 7 North, Range 2 East; thence South 89 degrees 34 minutes 52 seconds West along the North line of Section 26, also the centerline of Krouse Road (66 feet wide – AKA South Street), 340.61 feet; thence South 00 degrees 08 minutes 19 seconds West 60.00 feet; thence South 89 degrees 34 minutes 52 seconds West 354.03 feet to the **Point of Beginning**; thence South 00 degrees 25 minutes 08 seconds East 550.50 feet thence North 89 degrees 34 minutes 52 seconds East 457.37 feet; thence South 36 degrees 53 minutes 19 seconds West, along the Northwestern right-of-way of the Huron and Eastern Railroad (77 feet wide), 818.44 feet to the beginning of a curve concave to the southeast having a radius of 5,595.00 feet; thence southwesterly, along the arc of said curve and continuing along said northwesterly right-of-way of the Huron and Eastern Railroad, 1196.66 feet, through a central angle of 12 degrees 15 minutes 16 seconds (chord bears South 30 degrees 45 minutes 41 seconds West 1194.38 feet); thence North 00 degrees 16 minutes 55 seconds East, along the West line of the East half of the Northwest 1/4 of section 26, 1672.96 feet; thence North 89 degrees 34 minutes 52 seconds East 576.59 feet; thence North 00 degrees 25 minutes 08 seconds West 550.50 feet; thence North 89 degrees 34 minutes 52 seconds East 60.00 feet to the **Point of Beginning**. Contains 19.98 acres.

Right-of-Way Parcel

Part of the East 1/2 of the Northwest 1/4 of Section 26, Township 7 North, Range 2 East, City of Owosso, Shiawassee County, Michigan, described as follows:

Commencing at the North 1/4 Corner of Section 26, Town 7 North, Range 2 East; thence South 89 degrees 34 minutes 52 seconds West, along the North line of Section 26, also the centerline of Krouse Road (66 feet wide – AKA South Street), 340.61 feet to the **Point of Beginning**; thence South 00 degrees 08 minutes 19 seconds West 60.00 feet; thence South 89 degrees 34 minutes 52 seconds West 769.37 feet; thence North 00 degrees 16 minutes 55 seconds East 60.01 feet; thence North 89 degrees 34 minutes 52 seconds East, along the North line of Section 26, also the centerline of Krouse Road (66 feet wide – AKA South Street), 769.22 feet to the **Point of Beginning**. Contains 1.06 acres.

Basis of Bearings

Bearings hereon are shown relative to the Michigan State Plane Coordinate System, South Zone, NAD83 2011

Certification

I, Wes Lee O. Umlor, Professional Surveyor, hereby certify that I have surveyed and mapped the herein described parcels of land; that the ratio of closure of the unadjusted field observations is noted and within the accepted limits; and that I have fully complied with the regulations of Act 132, PA 1970.

Error of Closure: 1/10000+



|   |   |                  |
|---|---|------------------|
|  <div>The<br/><b>UMLOR</b><br/>Group<br/>LAND DEVELOPMENT SERVICES</div> | CERTIFIED SURVEY – DESCRIPTIONS   |                  |
|   | FOR: HIGHLAND PARK NORTH LLC<br>SEC. 26, CITY OF OWOSSO, SHIAWASSEE CO., MICHIGAN                         |                  |
|   | The Umlor Group<br>49287 West Road<br>Wixom, Michigan 48393<br>Tel. (248) 773-7656<br>Fax. (866) 690-4307 | DRAWN BY: SA     |
|   |   | CHKD BY: TL      |
|   |   | DATE: 1/9/2021   |
|   |   | SHT. NO.: 4 OF 4 |



## **MEMORANDUM**

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

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**DATE:** January 26, 2021

**TO:** Owosso City Council

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

**SUBJECT:** Cost Agreement between MDOT and city of Owosso for improvements along Gould Street from Oliver Street northerly to Moore Street

### **RECOMMENDATION:**

Approval of MDOT Cost Agreement No. 20-5466 for the proposed road improvements along Gould Street from Oliver Street northerly to Moore Street.

### **BACKGROUND:**

On October 28, 2019, City Council approved city staff recommendation to make application to MDOT for Federal Small Urban Program Funds for the proposed reconstruction of Gould Street from Oliver Street to Moore Street. The state of Michigan offers these funds for improvements along eligible roads of the National Functional Classification Road System, such as Gould Street. Proposed work includes asphalt paving, intersection improvements, storm drainage, concrete curb and gutter, concrete sidewalk and ramp, permanent signing, and pavement marking work; and all together with necessary related work (also referred to as 'project'). The City is responsible to design and oversee the project in accordance with MDOT standards. The state agrees to reimburse the city for its share of federal funds when available, in accordance with the agreement.

### **FISCAL IMPACTS:**

The total estimated cost for this project is \$1,179,625.00 and of that amount, Federal Small Urban Program Funds will pay \$375,000.00. The City's estimated share is \$804,625.00. The City will also be responsible for any cost overruns exceeding the estimated cost for the project. Funds for the City's share of cost will be taken from the 2016 Unlimited Obligation Bond Proceeds, and other funds as appropriate.

Attachments: (1) Resolution  
(2) MDOT Cost Agreement



## **RESOLUTION NO.**

### **RESOLUTION AUTHORIZING EXECUTION OF MDOT COST AGREEMENT FOR IMPROVEMENTS OF GOULD STREET FROM OLIVER STREET NORTHERLY TO MOORE STREET**

WHEREAS, Gould Street, from Oliver Street to Moore Street, is a part of the National Functional Classification Road system; and

WHEREAS, the City is required to provide a safe and expedient road system for users which requires proper maintenance of the roadway; and

WHEREAS, the City has applied for, and is now approved to receive, Federal Small Urban Program Funds to assist in road improvements of this road; and

WHEREAS, after review, city staff recommends approval of MDOT Cost Agreement No. 20-5466 for the proposed hot mix asphalt paving work along Gould Street from Oliver Street northerly to Moore Street; including intersection improvements, storm drainage, concrete curb and gutter, concrete sidewalk and ramp, permanent signing, and pavement marking work; and all together with necessary related work (also referred to as 'project'); and

WHEREAS, the Michigan Department of Transportation requires the city of Owosso adopt a resolution indicating its willingness to participate in the road improvements of Gould Street as set forth in the 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 theretofore determined that it is advisable, necessary and in the public interest to approve MDOT Contract No. 20-5466 for the proposed road improvements of Gould Street, from Oliver Street northerly to Moore Street.

SECOND: That the City of Owosso is willing to participate in the project and cost as illustrated within said contract.

THIRD: That the Mayor and City Clerk are hereby authorized to sign the Agreement as attached.

FOURTH: The City Council hereby directs staff to allocate \$804,625.00 from the 2016 Unlimited Obligation Bond Proceeds Fund and to receive another \$375,000.00 from Federal Small Urban Grant Program Funds for a total of \$1,179,625.00 to fund this project, and directs the City Manager to proceed with the project, in accordance with the MDOT Contract Agreement.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

PAUL C. AJEGBA  
DIRECTOR

January 7, 2021

Ms. Amy Kirkland, City Clerk  
City of Owosso  
301 West Main Street  
Owosso, Michigan 48867

Dear Ms. Kirkland:

RE: Contract Number: 20-5466  
Control Section: STUL  
Job Number: 76000

Enclosed is one (1) original and one (1) copy of the above referenced contract between your organization and the Michigan Department of Transportation (MDOT).

**If you have questions on the content of this contract, or revisions are required, please contact Deirdre Thompson, Local Government Contract Engineer at ThompsonD@Michigan.gov or 517-335-2265.**

1. Attach two (2) original certified resolutions. The resolution should include:

- The name of officials authorized to sign the contract.
- MDOT Contract Number 20-5466.

If you need an example of a resolution, please contact the MDOT Agreements Staff at MDOT-eAgreements@Michigan.gov.

2. Please return signed contracts and resolutions for MDOT Execution within 35 days from the date of this letter to:

MDOT Agreements Staff  
MDOT – Development Services Division, 2<sup>nd</sup> Floor  
425 West Ottawa Street, P.O. Box 30050  
Lansing, MI 48909

MDOT will return a copy of the executed contract to your organization.

Enclosure

STP

DA

|                 |  |
|-----------------|--|
| Control Section | STUL 76000   |
| Job Number      | 209444CON  |
| Project         | 21A0058  |
| CFDA No.        | 20.205 (Highway Research<br>Planning & Construction) |
| Contract No.    | 20-5466  |

### PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OWOSSO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Owosso, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 23, 2020, attached hereto and made a part hereof:

#### PART A – FEDERAL PARTICIPATION

Hot mix Asphalt reconstruction work along North Gould Street from Oliver Street to Moore Street, including curb and gutter repair, sidewalk ramp construction, sidewalk repair, storm sewer replacement, permanent pavement marking, and signing work; and all together with necessary related work.

#### PART B – NO FEDERAL PARTICIPATION

Audio-visual recording of the project along North Gould Street from Oliver Street to Moore Street; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.



19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF OWOSSO

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



December 23, 2020

EXHIBIT I

|                 |            |
|-----------------|------------|
| CONTROL SECTION | STUL 76000 |
| JOB NUMBER      | 209444CON  |
| PROJECT         | 21A0058    |

ESTIMATED COST

CONTRACTED WORK

|                | <u>PART A</u> | <u>PART B</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|--------------|
| Estimated Cost | \$1,174,625   | \$5,000       | \$1,179,625  |

COST PARTICIPATION

|                                    |                   |             |                   |
|------------------------------------|-------------------|-------------|-------------------|
| GRAND TOTAL ESTIMATED COST         | \$1,174,625       | \$5,000     | \$1,179,625       |
| Less Federal Funds*                | <u>\$ 375,000</u> | <u>\$ 0</u> | <u>\$ 375,000</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$ 799,625        | \$5,000     | \$ 804,625        |

\*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

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PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.



### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.



## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



## City Manager's Report: February 1, 2021

Projects, Updates, Community Information, Staffing, General Operations

### BUILDING DEPARTMENT UPDATE

| Project Name  | Status   |
|---|--|
| <b>ZONING AMENDMENTS</b>  |  |
| None  |  |
| <b>ZONING PERMITS</b>   |  |
| None  |  |
| <b>SITE PLANS</b>   |  |
| South St/Krouse Rd – Highland Park Site Plan Review - PENDING – Planning Commission meeting on Jan 25 <sup>th</sup> | Site Plan Review of approximately 11 acres to be split and build out of grow facilities  |
| Administrative Site Plan Review – 1370 E South St - APPROVED  | Exterior mechanical units and proper screening   |
| <b>LAND DIVISIONS/COMBINATIONS</b>  |  |
| 1000 Center – 1546 Hiawatha Dr PENDING  | Due to irregular lot sizes. City has requested a copy of a survey. Update-Surveyors schedules are booked until Spring 2021                           |
| 111 N Washington - PENDING  | City has requested structural details of the buildings. Update-Building Official and Property Owner working to get the appropriate details in place. |
| <b>BUILDING PERMITS – COMMERCIAL</b>  |  |
| 1370 E South St   | Issued building permit for phase 2 and 3 of the marihuana grow facility  |
| 1115 Corunna  | Provisioning center with a 02/21 deadline and are progressing along with the interior revisions  |
| 117 E Main  | Provisioning center with a 02/21 deadline and are progressing along, trades permits are in process of final inspections                              |

### OPERATIONS AND COMMUNITY RELATIONS

- **Matthews Building Code Enforcement:** The agreement to have the Matthews Building code violations corrected by April 1, 2020 has been signed by both parties. This includes a new roof where the old has been removed, all boarded up windows replaced, the granite veneer removed, the furring strips removed, and windows replaced that aren't flush with the original brick exterior.
- **CARES and COVID Grants**
  - **First Responder Payroll Reimbursement Grant (AWARDED):** 50% has been approved and deposited in city's bank account (\$240,000). We were asked to resubmit the application to clarify a few things for the next 50%. Due to more applications received than expected, the other 50% will be prorated at a lower amount than originally pledged.
  - **First Responder Hazard Pay Grant (AWARDED):** \$36,000 was paid to eligible employees (\$1000 each) in late August and the City was awarded 100% reimbursement.
  - **CESF COVID Supplies Grant - \$11,200 (AWARDED):** The DOJ has requested clarification on what supplies were used for. Clarification will be submitted by December 4.

- **Coronavirus Relief Local Government Grant (AWARDED):** The city received \$109,198 in state revenue sharing replacement funds to make up for losses this fiscal year.
- **Ambulance Service Grant (AWARDED):** We received \$23,571 from the US Health and Human Services for reductions in Medicare revenue related to COVID.
- **TOTAL COVID-19 GRANTS: \$419,970**
- **Grants**
  - **MSHDA Neighborhood Enhancement Program (NEP) Grant - \$75,000 (APPLIED):** Waiting to hear if we were awarded. This grant would fund exterior and interior home improvements for owner-occupied single family homes in the city after income eligibility is established. Eligible exterior projects will include exterior paint or coverings up to \$7500/home. Eligible interior projects would include furnace and hot water heater replacement on a first come-first served basis after income eligibility is established. The building department has a list of addresses we would like to target for exterior projects but interior projects will be on a first come first served basis. There is no match required of the homeowner, the city selects the contractor(s), and no lien is placed on the property if it is owner-occupied and the total per-home cost does not exceed \$7500.
  - **DNR Grant for Holman Pool Building Remodel – \$150,000 (AWARDED):** The grant has been awarded. The city is now seeking the required architect/project manager. Once that is settled, we will move to the next step as required by the DNR Trust Fund grants procedure. The building will be remodeled to contain public bathrooms, multi-use meeting space and lounge, along with a concessions area.
  - **ELGE Drinking Water Assessment Management (DWAM) Grant - \$1 million (APPLIED):** The DWAM grant is available to assist water supplies in Asset Management Plan development or updates, and/or Distribution System Materials Inventory as defined in Michigan’s [Lead and Copper Rule](#). There is \$36.5 million available, with a maximum grant award per applicant of \$1 million.
  - **FEMA AFG SCBA Grant - \$250,000 (DENIED):** This was submitted in Feb 2020 for \$250,000, this was denied in Nov. The grant covered four (4) area FD’s, and covered replacement SCBA’s for all the FD’s, including OFD. If awarded we (OFD) would receive about \$100,000 worth of equipment.
  - **FEMA AFG Fire Radio grant - \$1.2 million (DENIED):** The grant covered 13 fire departments across Shiawassee County to supply over 225 radios to all area FD, this was denied. Resubmitted the grant for a reduced amount. This year there are 11 FD’s across the county on the same grant, this year our request is for \$522,000. If awarded we (OFD) would be awarded enough grant money for fifteen (15) radios.
  - **Saginaw WIN Grant - \$10,500 (AWARDED):** Grant to install a canoe/kayak launch near the footbridge by the armory and Middle School. In design phase currently in partnership with the Friends of the River. Location is just north of the footbridge on the east bank. Exploring idea for a kayak locker and picnic table as well.
  - **USDA Community Facilities Grant - \$17,500 (INTENT TO APPLY):** This grant would help fund 35% of our annual police cruiser replacement. It is competitive but I’ve been successful in other communities using it to replace police vehicles.
- **New State Budget:** The latest draft of the state’s budget does not include a reduction in revenue sharing. The city budgeted a 20% reduction this year but right now it looks like we may only see a 2% reduction mostly from constitutional revenue sharing. Statutory will be held the same as last year. This is good news but until the economy comes back 100% we need to be vigilant with finances.
- **Virtual Meetings:** Can continue under state law until Dec 31. Council has confirmed the Mayor’s executive order allowing for virtual meetings into 2021.
- **Public Building Closures to Public:** The city continues to follow the state Health Department’s work-from-home-when-possible order to gauge the reopening of City Hall and Public Safety. That order continues to be extended. The new end date is now Feb 22.
- **FEMA Grant to Replace Fire Dept SCBA Packs:** Due to COVID’s effect on the federal budget, we were notified that the city was denied a grant request to fund the replacement of the fire departments breather packs. We will try again next year.
- **MASTER PLAN UPDATE:** City Council has started the 63 day comment period as required by state law. The city engineer will be submitting a written opinion on the proposal to narrow M-21.
- **COVID Vaccine Distribution:** First tier vaccinations are ongoing. Unclear when the next tier of employees/residents will begin.
- **County COVID Updates:** <http://health.shiawassee.net/Emergency-Preparedness/COVID-19-Stats.aspx>
- **State COVID Updates:** [https://www.michigan.gov/coronavirus/0,9753,7-406-98163\\_98173---,00.html](https://www.michigan.gov/coronavirus/0,9753,7-406-98163_98173---,00.html)

## STAFFING UPDATES

- New Hires/Promotions: None



- Open Positions: Public Works Director (2<sup>nd</sup> round of interviews held. Offer made Jan 2021. Pending decision.)
- Announced Retirements or Departures: Public Works Director - Jan 2021 (continuing part-time until a successor is hired), Waste Water Operator – Jan 2021.
- Public Safety first responders who elected to participate have received the first round of vaccines for COVID-19

## CITY PROJECTS

| STREETS AND SIDEWALKS                 |   |   |               |
|---------------------------------------|---|---|---------------|
| <b>2020 Sidewalk Contract</b>         | Sidewalk Maintenance Contract                           | Sidewalk replacement complete. Lawn restoration complete. Grass growth will be evaluated in the spring.   | Complete      |
| <b>2020 Street Contract #1</b>        | North St (Hickory to Gould)                             |   | Complete      |
|                                       | Summit St (Abbot to Rubelman)                           |   | Complete      |
| <b>2020 Street Contract #2</b>        | Clark Ave (Oliver to King)                              |   | Complete      |
|                                       | S Cedar St (South to Hampton)                           |   | Complete      |
| <b>2020 Street Patching Program</b>   | Patch and repair streets in various locations city-wide |   | Complete      |
| <b>2021 Street Projects (planned)</b> | Gould St (Oliver to Moore)                              | Pavement rehab with select curb and gutter repair. ADA sidewalk improvements, select sidewalk repair, and storm sewer. Project currently under design phase. Partially funded through MDOT Small Urban Grant Program. Bid letting target – Jan, 2021. | October, 2021 |

| UTILITIES (Water and Sewer)                            |   |  |  |
|--|---|--|--|
| Project  | Project Name/Description                        | Status   | Completed  |
| <b>Lead Action Level Exceedance</b>                    | Filter giveaway event                           | Conducted 2 filter giveaway events in partnership with local and state health department. Remaining filters to be handed out at city hall for those who qualify. Email <a href="mailto:safewater@ci.owosso.mi.us">safewater@ci.owosso.mi.us</a> or call 090-725-0545 to schedule and appointment to receive a filter curbside due to COVID lockdown. | Complete   |
|  | Filter Distribution                             | Distribute filters at city hall for those who qualify. See above for COVID lockdown procedures for filter giveaway.  | Ongoing  |
|  | Public Education Mailer                         | Mail PE piece to every water account in the system.  | Complete   |
|  | 6 month lead/copper re-test                     | State mandated retesting for lead/copper levels 6 months after initial exceedance  | Spring/Summer 2020   |
| <b>Lead/Galvanized Service Line Replacement - 2021</b> | Replace 200 service lines in calendar year 2021 | First step is to definitively identify service line as lead or galvanized. This involves either a home inspection or hydro excavation if home access is not possible.  | December 2021  |
| <b>Water Billing Customer Portal</b>                   | ACLARA ACE Portal                               | Staff continues to meet with ACLARA to implement the water use online customer portal.   | As soon as ACLARA ONE upgrade is made and DCU's are wired for power. Solar not providing enough power. |

|   |  |  |   |
|---|--|--|---|
| <b>Water Treatment Plant</b>                | North Clarifier repair                     | Clarifier fully operational again  | Complete                                    |
|   | Audit and certification of WTP lab         | Complete.  | Complete                                    |
|   | SCADA System                               | Kick-off meeting with Tetra tech was 10.30.20  | June 2021                                   |
|   | Backwash Pump and 16 inch hi service       | Kick-off meeting was 10.29.20. Backwash pumps being tested. Delivery expected in Feb 2021. 16 hi service contractors on site early Feb 2021.                           | June 2021                                   |
| <b>Wastewater Plant</b>                     | Headworks Project                          | Bypass pumping is now operating a intended capacity. Construction is back on schedule. Concrete for grit chamber system has been laid. Screw pumps to be removed soon. | June 2021                                   |
|   | Screw pump building roof replacement       | Replace roof on screw pump building.   | Postponed due to cost                       |
|   | Scum well blower replacement (2)           | Might need larger blowers. Reassessing cost for larger capacity blowers.   | In Process. Possibly postponed due to cost. |
|   | Influent sampler replacement               | Replace 25 year old influent sampler   | Postponed                                   |
|   | Bisulfide tank replacement                 | Replace bisulfide tank   | June, 2021                                  |
|   | Confined space entry equipment             | Purchased new confined space entry equipment. Worker safety.   | June, 2021                                  |
|   | Sludge Truck dump box                      | Replace corroded dump truck box  | June , 2021                                 |
|   | Centrifuge gear box rehab                  | Rebuild or replace sludge dewatering centrifuge gearbox  | June, 2021                                  |
|   | VFD controller rehab (5)                   | Rebuild/replace old variable frequency drive controllers   | June, 2021                                  |
|   | Pipe hanger replacement                    | Replace corroded plant sewer pipe hangers. As needed. Labor in house. Pay as you go.   | June, 2021                                  |
| <b>Sewer Collection System – SRF Funded</b> | W Oliver – Fifth to Seventh                | Excavate and replace sewer main  | Complete                                    |
|   | Meadow Dr – 1000 block                     | Sewer repair and repaving  | Complete                                    |
|   | Shiawassee Street                          | Sewer repair and repaving  | Complete                                    |
|   | Main Street @ Chestnut                     | Replace 8 feet of sewer main in intersection. Center lane was closed. Other lanes were open to traffic.  | Complete                                    |
| <b>Water Main Replacement</b>               | Cleveland Street – Chestnut to Brooks      |  | Complete                                    |
|   | Lafayette Blvd – Main to Cleveland         |  | Complete                                    |
|   | Morris Street – Mack to north city limits  |  | Complete                                    |
|   | Robbins Street – Mack to south city limits |  | Complete                                    |

#### **PARKS/ CEMETERY/ FORESTRY/ NONMOTORIZED**

| <b>Project</b> | <b>Project Name/Description</b>                             | <b>Status</b>  | <b>Completed</b> |
|----------------|---|--|------------------|
|                | CIS Trail Extension – Extend trail from Priest Rd. to City. | Huron & Eastern Railroad told the city they will not agree to allow the trail to run along RR right of way for liability reasons. Meeting scheduled with state, local and county stakeholders to regroup/strategize. | TBD              |
|                | Bennett Field Parking Lot Expansion                         | DPW expanded the parking lot for the ball fields to accommodate more vehicles during ball tournaments. This will keep cars off the grass. Paid for with parks millage money.   | Completed        |

|  |                                     |  |                            |
|--|-------------------------------------|--|----------------------------|
|  | Bennett Field Drainage Improvements | Improve drainage at Bennett Field. Paid for with parks millage money.  | Completed                  |
|  | Bentley Park Splashpad Conversion   | DPW converted the splashpad from a recycling system to a traditional pump-and-dump. This will use more water but will be offset by the amount of annual labor and maintenance on the aging water recycling system. Paid for with parks millage money       | Completed                  |
|  | Replace Dock at Hopkins Lake        | Current dock is leaking and sagging. Parks Commission wants to replace it with a large, longer dock to improve fishing opportunities. Staff will be soliciting bids in the coming month. Estimated cost: 20 – 30k. To be paid for with parks millage money | Bid awarded. Dock ordered. |
|  | Canoe/Kayak Launch installation     | Saginaw WIN Grant award for one location next to Middle School and footbridge. The Parks Commission has pledged an initial match of \$15,000 from parks millage fund.  | Spring 2021                |

### MOTOR VEHICLE POOL

|                      |                         |   |           |
|----------------------|-------------------------|---|-----------|
| <b>DPW</b>           | HydroVac Truck          | Used for less-invasive excavation and lead service line identification.   | Purchased |
|                      | Valve Turning Machine   | Used for valve exercising and proper operation of valves for water system maintenance   | Purchased |
|                      | Snow pusher             | 14 foot snow pusher attachment  | Purchased |
|                      | Lawn tractor            | John Deere tractor for mowing and misc projects   | Purchased |
|                      | Pavement Saw            | New Saw to assist with road cutting for utility and streets projects/maintenance  | Purchased |
|                      | Sign Truck              | Mobile sign truck for projects within the street ROW. Improve worker and traffic safety   | Purchased |
|                      | 5-yard dump truck       | Replace single axle dump truck  | Purchased |
|                      | 10 yard dump truck      | Replace tandem axle dump truck  | Purchased |
| <b>Public Safety</b> | FY 18-19 Police Cruiser | Received May 2020. On the road July, 2020   | Received  |
|                      | FY 19-20 Police Cruiser | On order. Expected arrival Nov, 2020.   | Received  |
|                      | Tower 1 repairs         | The clutch fan failed and took out some blades and the fan shroud. Repair will cost \$4500.   | Complete  |
|                      | Engine 1 repairs        | Main pump failed the week of 10.11.20. Engine was taken to Saginaw for repairs. \$4000. While pump is being replaced, yearly maintenance and DOT inspection will be conducted a month earlier than usual. | Complete  |

### BUILDING AND GROUNDS

|                      |  |  |                   |
|----------------------|--|--|-------------------|
| <b>Library</b>       | HVAC rehab   | Replace aging air conditioning systems.  | Summer 2021       |
|                      | Library Improvements – replace kids' area flooring | Completed by Library. Not budgeted or requested from Library in City's FY 19-20 budget. City will not reimburse.   | N/A               |
|                      | Boiler Steam Distribution Line Replacement         | The boiler for the library is in good shape. However, the distribution lines are leaky and need replacement. This would replace the entire distribution system. Multiple patches have been installed and the leaks are just appearing in new areas. Cost estimates being sought. | TBD               |
| <b>Public Safety</b> | Men's police locker room shower                    | Replace missing shower unit in men's locker room. Waiting for estimate from local plumber.   | Contractor hired. |
|                      | Repair plumbing                                    | Second shower unit in fire men's locker room clogged. Could not get an estimate from Lampheres. We have called other plumbers.   | Contractor hired  |

|                                |                                  |  |             |
|--------------------------------|----------------------------------|--|-------------|
| <b>City Hall</b>               | Replace city computers           | Replace 6 computers in city hall   | June, 2021  |
|                                | Finance wing carpet replacement  | Postponed due to COVID.  | FY 21-22    |
|                                | Retaining Wall Rebuild           | Postponed due to budget constraints. Sidewalk remains closed. Est cost - \$200,000   | FY 21-22    |
| <b>Main Street Parking Lot</b> | EV Charging Station Installation | A check from the Revolving Loan Fund will be issued to the DDA on 11.4.20. DDA says that shortly after, the installation company will be coming to town to install the station | Spring 2021 |

#### CONTRACTS AND AGREEMENTS

|                |   |   |             |
|----------------|---|---|-------------|
| <b>Library</b> | Lease Agreement between city and library for building maintenance   | Expires December 2020. City Attorney will be issuing notice to the Library board of the City's intention to negotiate a new agreement. Original agreement from 1996 still in place. Renews automatically every 5 years per case law. Library requested extension so new director can get settled and familiar. City agreed. | Spring 2021 |
| <b>Water</b>   | Agreement between the city, Corunna, Owosso Twp, and Caledonia Twp for Treatment Plant maintenance/replacement/capacities | Contract expires in 2021. Glenn will provide notes for the next DPW Director to aid in negotiating a new contract by the end of 2021  | Dec 2021    |
| <b>Sewer</b>   | Agreement between the city, Corunna, Owosso Twp, and Caledonia Twp for WWTP maintenance/replacement/capacities            | Glenn will provide notes for the next DPW Director on negotiation of new sewer agreement  | TBD         |



## MEMORANDUM

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

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**DATE:** January 27, 2021

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

**FROM:** Nathan Henne, City Manager and Planning Commission

**SUBJECT:** 2020 Planning Annual Report

### RECOMMENDATION:

The Planning Commission recommends the approval of the 2020 Planning Annual Report per 125.319 (2) of the Michigan Planning Enabling Act 33 of 2008

### BACKGROUND:

Since the City of Owosso got on board with the MEDC and RRC back in 2017, each year a report is required to be submitted to the Planning Commission and the City Council. This report shows the past year in review, Planning Commission and Zoning Board of Appeals attendance and meetings, and the Progress Report for the RRC.

### FISCAL IMPACTS:

None



# **2020 PLANNING COMMISSION ANNUAL REPORT**

## **PLANNING COMMISSION:**

### **1. Membership**

| <b>MEMBER</b>      | <b>TITLE</b>             | <b>TERM EXPIRES</b> |
|--------------------|--------------------------|---------------------|
| WILLIAM WASCHER    | Chair                    | 06-30-2021          |
| FRANCIS LIVINGSTON | Vice Chair               | 06-30-2021          |
| JANAE FEAR         | Secretary                | 06-30-2021          |
| TARA JENKINS       | Commissioner             | 06-30-2022          |
| DANIEL LAW         | Council Rep              | 11-09-2024          |
| TADD MORRIS        | Commissioner             | 06-30-2023          |
| LINDA ROBERTSON    | Commissioner             | 06-30-2022          |
| THOMAS TAYLOR      | ZBA Rep.<br>Commissioner | 06-30-2023          |
| PETE YERIAN        | Commissioner             | 06-30-2022          |

### **2. Attendance**

|             | <b>Wascher</b> | <b>Fear</b> | <b>Jenkins</b> | <b>Law</b> | <b>Livingston</b> | <b>Morris</b> | <b>Robertson</b> | <b>Taylor</b> | <b>Yerian</b> |
|-------------|----------------|-------------|----------------|------------|-------------------|---------------|------------------|---------------|---------------|
| <b>Jan</b>  | X              | X           |                |            |                   |               | X                |               | X             |
| <b>Feb</b>  | X              | X           | X              | X          | X                 |               | X                | X             |               |
| <b>Mar</b>  | NO MEETING     |             |                |            |                   |               |                  |               |               |
| <b>Apr</b>  | NO MEETING     |             |                |            |                   |               |                  |               |               |
| <b>May</b>  | X              | X           |                | X          | X                 |               |                  | X             |               |
| <b>Jun</b>  | X              | X           |                | X          | X                 | Appointed     | X                | X             | X             |
| <b>Jul</b>  | X              | X           |                | X          | X                 | X             |                  | X             | X             |
| <b>Aug</b>  | X              | X           | X              | X          | X                 | X             | X                | X             | X             |
| <b>Sept</b> | NO QUORUM      |             |                |            |                   |               |                  |               |               |
| <b>Oct</b>  | NO MEETING     |             |                |            |                   |               |                  |               |               |
| <b>Nov</b>  | X              | X           |                | X          | X                 | X             |                  | X             | X             |
| <b>Dec</b>  | NO MEETING     |             |                |            |                   |               |                  |               |               |

X = present

### **3. Meetings**

Planning Commission meetings are held the 4th Monday of each month, except as noted at 6:30 p.m.

| <b>Meeting Date</b> | <b>Agenda Items</b>   |
|---------------------|---|
| January 27          | <ul style="list-style-type: none"><li>• Site Plan Review<br/>1107 W Main St - new car wash<br/>Approved</li><li>• Recreational Marijuana<br/>Discussion</li><li>• 2020-2026 CIP<br/>Reviewed and Approved</li></ul> |
| February 24         | <ul style="list-style-type: none"><li>• Rezoning request<br/>425/429 Hamblin<br/>R-2 to I-1-<br/>Not approved</li><li>• 2019 Planning Commission Annual Report</li></ul>  |

|              |  |
|--------------|--|
|              | Reviewed and Approved  |
| March 30     | <ul style="list-style-type: none"> <li>Meeting cancelled</li> </ul>  |
| April 27     | <ul style="list-style-type: none"> <li>Meeting cancelled</li> </ul>  |
| May 26       | <ul style="list-style-type: none"> <li>Rezoning request<br/>N. Washington St.<br/>RM-2 to RM-2 with PUD Overlay<br/>Approved</li> </ul>  |
| June 29      | <ul style="list-style-type: none"> <li>Rezoning request<br/>715 S. Washington St.<br/>R-2 to B-1<br/>Approved</li> </ul>   |
| July 27      | <ul style="list-style-type: none"> <li>Master Plan Draft<br/>Reviewed</li> </ul>   |
| August 24    | <ul style="list-style-type: none"> <li>Chickens<br/>To allow in the city<br/>Not approved</li> </ul>   |
| September 28 | <ul style="list-style-type: none"> <li>No Quorum</li> </ul>  |
| October 26   | <ul style="list-style-type: none"> <li>Meeting cancelled</li> </ul>  |
| November 23  | <ul style="list-style-type: none"> <li>Site Plan Review<br/>Washington St Project<br/>Public Hearing<br/>Approved</li> <li>Rezoning request<br/>210 Monroe St<br/>I-1 to R-2<br/>Approved</li> <li>Master Plan Survey Results<br/>Reviewed<br/>Approved Master Plan Draft and to forward to City Council for 63-day review period</li> <li>Site Plan Review<br/>Hospital parking lot<br/>Approved</li> </ul> |
| December 9   | <ul style="list-style-type: none"> <li>Meeting cancelled</li> </ul>  |

#### 4. Master Plan Review

CIB Planning, Inc. of Fenton, Michigan has worked with City Officials and the Planning Commission to present a draft of the Master Plan. This draft has been forwarded to City Council for review and approval of the 63-day review period.

#### 5. Zoning Ordinance Amendments

a. Zoning ordinance: No changes

b. Rezoning Requests:

| Address               | Rezoning Request              | Status   |
|-----------------------|-------------------------------|----------|
| N. Washington St.     | RM-2 to RM-2 with PUD Overlay | Approved |
| 715 S. Washington St. | R-2 to B-1                    | Approved |
| 210 Monroe St.        | I-1 to R-2                    | Approved |



## **ZONING BOARD OF APPEALS**

### **1. Membership:**

| <b>MEMBER</b>       | <b>TITLE</b>                         | <b>TERM EXPIRES</b> |
|---------------------|--------------------------------------|---------------------|
| RANDY HORTON        | Chair                                | 6-20-2023           |
| THOMAS TAYLOR       | PC Representative                    | 6-30-2021           |
| CHRISTOPHER EVELETH | Vice Chair<br>Council Representative | 11-14-2022          |
| KENT TELESZ         |                                      | 6-30-2022           |
| MATTHEW GRUBB       | Secretary                            | 6-30-2021           |
| MICHAEL BRUFF       | Alternate                            | 06-30-2021          |
| ROBERT TEICH        | Alternate                            | 06-30-2022          |

### **2. Attendance**

|      | Horton     | Eveleth | Taylor | Telesz | Bruff | Teich | Grubb |
|------|------------|---------|--------|--------|-------|-------|-------|
| Jan  | No Meeting |         |        |        |       |       |       |
| Feb  | No Meeting |         |        |        |       |       |       |
| Mar  | No Meeting |         |        |        |       |       |       |
| Apr  | No Meeting |         |        |        |       |       |       |
| May  | No Meeting |         |        |        |       |       |       |
| Jun  | X          |         |        | X      | X     | X     |       |
| Jul  | No Meeting |         |        |        |       |       |       |
| Aug  | No Meeting |         |        |        |       |       |       |
| Sept | No Meeting |         |        |        |       |       |       |
| Oct  | No Meeting |         |        |        |       |       |       |
| Nov  | No Meeting |         |        |        |       |       |       |
| Dec  | No Meeting |         |        |        |       |       |       |

X = present

### **3. Meetings:**

Zoning Board of Appeals meetings are held the 3rd Tuesday of each month, except as noted at 9:30 a.m.

| <b>Meeting Date</b> | <b>Agenda Items</b>  |
|---------------------|--|
| January 21          | Cancelled due to lack of agenda items  |
| February 18         | Cancelled due to lack of agenda items  |
| March 17            | Cancelled due to lack of agenda items  |
| April 21            | Cancelled due to lack of agenda items  |
| May 19              | Cancelled due to lack of agenda items  |
| June 16             | <ul style="list-style-type: none"><li>• Dimensional Variance Request<br/>615 N. Park St<br/>Accessory structure closer than 3' to property line and height over 14'<br/>Approved</li><li>• Dimensional Variance Request<br/>507 Gilbert St.<br/>Accessory structure closer than 3' to property line<br/>Approved</li></ul> |

|              |                                       |
|--------------|---------------------------------------|
| July 21      | Cancelled due to lack of agenda items |
| August 18    | Cancelled due to lack of agenda items |
| September 15 | Cancelled due to lack of agenda items |
| October 20   | Cancelled due to lack of agenda items |
| November 17  | Cancelled due to lack of agenda items |
| December 15  | Cancelled due to lack of agenda items |

## **TRAINING**

None held in 2020

## **JOINT MEETINGS**

None held in 2020

## **REDEVELOPMENT READY COMMUNITIES:**

|   | <b>Report of Findings</b> | <b>Progress Report</b> | <b>Progress Report</b>         |
|---|---------------------------|------------------------|--------------------------------|
| <b>Criteria</b>   | <b>August 1, 2017</b>     | <b>October 1, 2018</b> | <b>December 2020</b>           |
| <b>Best Practice 1.1: The Plans</b>   |                           |                        |                                |
| The governing body has adopted a master plan in the past five years.  | N                         | N                      | In 63-day public review period |
| The governing body has adopted a downtown plan.   | N                         | N                      | In 63-day public review period |
| The governing body has adopted a corridor plan.   |                           |                        |                                |
| The governing body has adopted a capital improvements plan.   | N                         | N                      | Y (Feb. 2020)                  |
| <b>Best Practice 1.2: Public Participation</b>  |                           |                        |                                |
| The community has a public participation plan for engaging a diverse set of community stakeholders.   | N                         | Y                      | Y                              |
| The community demonstrates that public participation efforts go beyond the basic methods.   | Y                         | Y                      | Y                              |
| The community shares outcomes of public participation processes.  | N                         | Y                      | Y                              |
| <b>Best Practice 2.1: Zoning Regulations</b>  |                           |                        |                                |
| The governing body has adopted a zoning ordinance that aligns with the goals of the current master plan.  | N                         | N                      | Will occur after MP update     |
| The zoning ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired. | N                         | N                      | Will occur after MP update     |

|   |   |   |                            |
|---|---|---|----------------------------|
| The zoning ordinance includes flexible zoning tools to encourage development and redevelopment.                                       | Y | Y | Y                          |
| The zoning ordinance allows for a variety of housing options.   | Y | Y | Y                          |
| The zoning ordinance includes standards to improve non-motorized transportation.  | N | N | Will occur after MP update |
| The zoning ordinance includes flexible parking requirements.  | N | N | Will occur after MP update |
| The zoning ordinance includes standards for green infrastructure.   | N | N | Will occur after MP update |
| The zoning ordinance is user-friendly.  | N | N | Will occur after MP update |
| <b>Best Practice 3.1: Development Review Policy and Procedures</b>  |   |   |                            |
| The zoning ordinance articulates a thorough site plan review process.   | Y | Y | Y                          |
| The community has a qualified intake professional.  | Y | Y | Y                          |
| The community defines and offers conceptual site plan review meetings for applicants.   | N | N | Y: Complete & on website   |
| The community encourages a developer to seek input from neighboring residents and businesses at the onset of the application process. | N | Y | Y                          |
| The appropriate departments engage in joint site plan reviews.  | Y | Y | Y                          |
| The community has a clearly documented internal staff review policy.  | N | N | Implemented BS&A tracking  |
| The community promptly acts on development requests.  | N | N | Implemented BS&A tracking  |
| The community has a method to track development projects.   | N | N | Implemented BS&A tracking  |
| The community annually reviews the successes and challenges with the site plan review and approval procedures.                        | N | N | N                          |
| <b>Best Practice 3.2: Guide to Development</b>  |   |   |                            |
| The community maintains an online guide to development that explains policies, procedures and steps to obtain approvals.              | N | N | Y: Complete & on website   |
| The community annually reviews the fee schedule.  | N | Y | Y: Complete & on website   |
| <b>Best Practice 4.1: Recruitment and Orientation</b>   |   |   |                            |
| The community sets expectations for board and commission positions.   | N | N | Y: Complete & on website   |

|  |   |   |                                    |
|--|---|---|------------------------------------|
| The community provides orientation packets to all appointed and elected members of development related boards and commissions. | N | N | Y: Complete & on website           |
| <b>Best Practice 4.2: Education and Training</b>   |   |   |                                    |
| The community has a dedicated source of funding for training.  | Y | Y | Y                                  |
| The community identifies training needs and tracks attendance of the governing body, boards, commissions and staff.            | N | N | Implemented                        |
| The community encourages the governing body, boards, commissions and staff to attend trainings.                                | Y | Y | Y                                  |
| The community shares information between the governing body, boards, commissions and staff.                                    | N | N | Currently planning a joint meeting |
| <b>Best Practice 5.1: Redevelopment Ready Sites</b>  |   |   |                                    |
| The community identifies and prioritizes redevelopment sites.  | N | N | Included in the new Master Plan    |
| The community gathers preliminary background information for prioritized redevelopment sites.                                  | N | N | N                                  |
| The community has development a vision for the priority redevelopment sites.   | N | N | N                                  |
| The community identifies available resources and incentives for prioritized redevelopment sites.                               | N | N | N                                  |
| A property information package for the prioritized redevelopment site(s) is assembled.   | N | N | N                                  |
| Prioritized redevelopment sites are actively marketed.   | N | N | N                                  |
| <b>Best Practice 6.1: Economic Development Strategy</b>  |   |   |                                    |
| The community has approved an economic development strategy.   | N | N | Included in the new Master Plan    |
| The community annually reviews the economic development strategy.  | N | N | N                                  |
| <b>Best Practice 6.2: Marketing and Promotion</b>  |   |   |                                    |
| The community has developed a marketing strategy.  | N | N | N                                  |
| The community has an updated, user-friendly municipal website.   | N | N | N                                  |