

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

**Virtual Meeting**

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 16, 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. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Albert Martenis	Historical Commission	12-31-2023
Alice Lewis	Shiawassee District Library	06-30-2024

2. Change Order Correction – 2020 Street Program Engineering Services. Correct Change Order No. 2 to the 2020 Street Program Engineering Services contract with OHM Advisors adding \$33,801.00 to



the contract total which was inadvertently omitted from the item at its original submission January 19, 2021.

3. Change Order – WWTP Headworks Project. Approve Change Order No. 1 to the WWTP Headworks Project contract with Grand River Construction, Inc. increasing the contract in the amount of \$28,527.00, and authorize payment to the contractor up to the contract amount plus Change Order No. 1.
4. Purchase Order Amendment – Wellhead Protection Plan. Approve amendment to PO No. 42983 with OHM Advisors for facilitation and administration services for the Wellhead Protection Program, adding \$26,000.00 for additional services during the 2020 program year and to fund the 2021 program year.
5. Professional Services Agreement – 2021 Street Resurfacing Program Engineering Services. Authorize professional services agreement with Fleis & Vandenbrink Engineering, Inc. for engineering and construction administration services for the 2021 Street Resurfacing Program in the amount of \$108,900.00.

### **ITEMS OF BUSINESS**

1. Property Sale – VL near McMillan Avenue. Consider the sale of 1.5 acres of city-owned vacant land immediately west of 1500 McMillan Avenue to Leaf Releaf Labs, LLC in the amount of \$10,000.00.

### **COMMUNICATIONS**

1. Downtown Historic District Commission. Minutes of February 3, 2021.
2. Planning Commission. Minutes of February 22, 2021.

### **NEXT MEETING**

Monday, March 15, 2021

### **BOARDS AND COMMISSIONS OPENINGS**

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  
Downtown Development Authority – 2 terms expire June 30, 2021  
Owosso Historical Commission – 2 terms expire December 31, 2021  
Owosso Historical Commission – term expires December 31, 2022  
Owosso Historical Commission – term expires December 31, 2023  
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 March 1, 2021, consistent with the Open Meetings Act of the State of Michigan.

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

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

- **Join Zoom Meeting:**  
<https://us02web.zoom.us/j/85947347051?pwd=SmR5UGkrR3lpRWs5TE5uVmdNbW9CQT09>
- **Meeting ID: 859 4734 7051**
- **Password: 327140**
- **One tap mobile**  
+13126266799,,85947347051#,,, \*327140# US (Chicago)  
+16465588656,,85947347051#,,, \*327140# 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 March 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>

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

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

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



**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF FEBRUARY 16, 2021  
7:30 P.M.  
VIRTUAL MEETING**

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

**OPENING PRAYER:** COUNCILMEMBER NICHOLAS L. PIDEK

**PLEDGE OF ALLEGIANCE:** COUNCILMEMBER DANIEL A. LAW

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

**ABSENT:** None.

**APPROVE AGENDA**

Motion by Councilmember Fear to approve the agenda with the following corrections:

Add **CITIZEN COMMENTS AND QUESTIONS** period after the **PUBLIC HEARING**.

**CONSENT AGENDA**

1. Boards and Commission Appointments. Approve the following Mayoral Boards and Commissions appointments:

Name	Board/Commission	Term Expires
Dean <del>Smith</del> Ebert*	Shiawassee Airport Board	12-31-2023

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 1, 2021**

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of February 1, 2021 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

**Special Assessment District No. 2021-01 – Gould Street, from Oliver Street to Moore Street**

City Manager Nathan R. Henne gave a PowerPoint presentation explaining how the special assessment amounts were determined.



A public hearing public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2021-01 for Gould Street, from Oliver Street to Moore Street for street rehabilitation.

Prior to the meeting the following people commented in writing in regard to the proposed special assessment roll:

Terry Weeden, on behalf of Mary Janes, 909 N. Gould Street, said it was unfair to assess the residents of Gould Street for the work being done because everyone in the City uses Gould Street.

Michael Martin, 915 E. King Street, objected to the assessment saying it brings little value to his property.

John Ervin, 915 Queen Street, objected to the amount of his assessment saying the special assessment district should encompass more homes as the residents of Gould Street are not the only residents using Gould Street on a regular basis.

During the meeting there were no further citizen comments.

Mayor Eveleth reminded everyone that payments can be spread out over a period of 10 years and those to whom this will be a hardship can apply for a hardship deferment.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Councilmember Pidek that the following resolution be adopted:

**RESOLUTION NO. 32-2021**

**DISTRICT NO. 2021-01  
GOULD STREET  
FROM OLIVER STREET TO MOORE STREET  
SPECIAL ASSESSMENT RESOLUTION NO. 5**

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement:

**Gould Street from Oliver Street to Moore Street  
Street Rehabilitation**

and;

WHEREAS, all interested parties were heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$140,595.50 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-01.
2. Said special assessment roll shall be divided into ten installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.



3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Kurtz, 721 Lee Street, inquired whether there were going to be changes to the plans for parking enforcement around Central School. Public Safety Director Lenkart indicated that officers will be assigned to the area and will be conducting enforcement as emergency calls permit. He said that at first officers will be concentrating on compliance as opposed to ticketing.

Mayor Eveleth asked Mr. Kurtz to give an update on the hospital's new building project. Mr. Kurtz indicated that construction to add a 110 square foot addition to the hospital is well underway. He hopes the building will open in 2022 with exercise facilities such as an indoor track and resistance swimming available to the public for a membership fee.

Mayor Eveleth thanked the DPW for their hard work in clearing the snow from the streets after last night's storm. He also thanked the police department for pitching in to help residents clear their driveways. He went on to thank Caledonia Charter Township for agreeing to contribute to the Gould Street rehabilitation project. Lastly, he asked if the water main break on W. Williams Street involved new water lines.

Councilmember Pidek announced that the Match on Main grant program is restarting for any downtown business that would like to take advantage.

Mayor Pro-Tem Osika reminded everyone of the Chocolate Walk next Friday. Tickets are available now. DDA/Main Street Director Adams chimed in saying there were only 83 tickets left for the event. Proceeds will go toward onboarding downtown businesses to the downtown Owosso website so that all downtown businesses have the opportunity to have a web presence.

City Manager Henne noted that the water main was not replaced on W. Williams Street as a part of the resurfacing project last year. Mayor Eveleth indicated that situations like this are the reason why Council raises rates, so that the City can afford to replace water mains when a street is resurfaced.

### **CONSENT AGENDA**

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



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

<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Dean Smith Ebert*	Shiawassee Airport Board	12-31-2023
Carl Ludington*	Building Board of Appeals	06-30-2023
Sam McLaren*	Building Board of Appeals	06-30-2023
Barbara Baker Omerod*	Council on Aging	06-30-2023
Bill Gilbert*	Downtown Development Authority/ Main Street Board	06-30-2024
<b>Name</b>	<b>Board/Commission</b>	<b>Term Expires</b>
Jon Moore*	Downtown Development Authority/ Main Street Board	06-30-2024
Scott Newman*	Downtown Historic District Commission	06-30-2023
Matthew VanEpps*	Downtown Historic District Commission	06-30-2023
Deb Adams	Historical Commission	12-31-2022
Julie Omer*	LDFA/Brownfield Authority	06-30-2024
Gregory Brodeur	LDFA/Brownfield Authority	06-30-2024
Jerome Haber	LDFA/Brownfield Authority To fill unexpired term of L. Bailey	06-30-2022
Randy Horton*	Zoning Board of Appeals	06-30-2023

\* Indicates reappointment

**Traffic Control Order No. 1442.** Approve Traffic Control Order No. 1442 for no parking on the west side of Ada Street between Oliver and Lee Streets between 12:30pm and 1:30pm on school days.

**Warrant No. 597.** Authorize Warrant No. 597 as follows:

<b>Vendor</b>	<b>Description</b>	<b>Fund</b>	<b>Amount</b>
Logicalis	Cisco smart net renewal	General	\$11,180.07

**Check Register – January 2021.** Affirm check disbursements totaling \$3,439,621.25 for January 2021.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

## **ITEMS OF BUSINESS**

### **Property Exemption Policy Adoption**

City Manager Henne noted that the following two items are housekeeping for the Assessing Department's AMAR review.

Motion by Mayor Pro-Tem Osika authorize adoption of the Property Exemption Policy & Procedures to comply with State Tax Commission Guideline 2020-1 as follows:



**City of Owosso Assessing Department  
Property Exemption Policy & Procedures**

The Michigan Constitution of 1963 (as amended) and the General Property Tax Act (PA 206 of 1893, as amended) set forth that all real and personal property located within the State of Michigan is subject to ad valorem property taxation, unless expressly exempt.

Real and personal property exemptions are identified and authorized within specific sections and subsections of Section 211.7 and Section 211.9 of the Michigan Compiled laws. Further, Michigan Courts have set that the burden of proof of exemption entitlement rests with the claimant/applicant. A claimant/applicant's 501(c)(3) status is not a determining factor for exemption [American Concrete Institute v State Tax Commission, 12 Mich AppS9S;163 NW2d 508 (1968)].

In order for an exemption of ad valorem property to be approved and added to the assessment roll, the following procedures will be followed:

1. A completed "Ad Valorem Property Tax Exemption Application" must be filed with the City's assessing office. (filed on or before December 31st)
2. All attachments/documents must be submitted with the application
  - Copy of instrument by which property was acquired (proof of ownership)
  - Copy of Articles of Incorporation
  - Copy of By-Laws
  - Copy of any pamphlet, other information, or literature describing the functions of the organization
  - Copies of all leases including sub-leases in effect at the subject property during the previous calendar year
3. A file will be created for the review and approval process
4. A field inspection of the property will be completed
5. If necessary, the City's attorney will be asked to review the file and give an opinion
6. The official notification of the taxable status will be the annual assessment change notice
7. Taxpayers may appeal the assessor's determination at the March Board of Review

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Mayor Eveleth suspended the rules of order to allow Eddie Urban to make a citizen comment.

Eddie Urban, 601 Glenwood Avenue, apologized for being late. He thanked the Clerk's Office for their assistance when he needs it. He also mentioned that he is still working on certificates.

**Personal Property Canvass Policy Adoption**



Motion by Councilmember Pidek authorizing adoption of the Personal Property Canvass Policy & Procedures to comply with State Tax Commission Guideline 2020-1 as follows:

**City of Owosso Assessing Department  
Personal Property Canvass Policy & Procedures**

**REQUIREMENTS**

State Tax Commission Supervising Preparation of the Assessment Roll Requirements

The assessor or the assessor's assistant(s) must perform the following specific duties annually: (h) Conduct personal property canvasses.

Pursuant to MCL 211.10e, the assessor or the assessor's assistant(s) must use and maintain the following assessment records: (b) Personal property record card system.

**PROCEDURES**

The following procedures will be followed annually to meet the requirements of conducting a personal property canvass and maintaining a personal property record card system.

- A Personal Property file will be started to collect personal property leads from any source
- While performing fieldwork, appraisers will note businesses (new and existing) that they come across
- Building permits will be reviewed for any new commercial/industrial business or change of use to commercial/industrial
- Beginning December 1st, the business district(s) will be desk reviewed and visited to note changes and add new accounts/parcel numbers
- All personal property accounts/parcel numbers will have a related real property number entered in the database
- A property identification number will be assigned to every 5076 form that is filed
- Personal Property accounts/parcel numbers will NOT be inactivated until either written verification from owner or confirmed by a sight visit
- Personal Property Statements will be sent to every account/parcel number in the database

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

**Grant Acceptance – Coronavirus Emergency Supplemental Funding Grant**

Motion by Mayor Pro-Tem Osika to authorize acceptance of the Coronavirus Emergency Supplemental Funding Grant to help pay for supplies and services necessary to fight the Coronavirus pandemic as follows:



**RESOLUTION NO. 33-2021**

**RESOLUTION AUTHORIZING SIGNATURE OF CORONAVIRUS EMERGENCY  
SUPPLEMENTAL FUNDING GRANT AGREEMENT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has been awarded \$11,220 through a U.S. Department of Justice Coronavirus Emergency Supplemental Funding (CESF) grant; and

WHEREAS, the City of Owosso applied for this grant funding to help pay for necessary supplies and services to better respond to the Coronavirus pandemic; and

WHEREAS, The City of Owosso has documented all eligible supplies in the amount of \$11,220.

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

FIRST: The mayor is instructed and authorized to sign the document substantially in the form attached, Coronavirus Emergency Supplemental Funding Grant Contract between the Michigan State Police and the Owosso Police Department.

THIRD: The above expenses shall be paid into the General Fund, 101-000-501.505.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

**Downtown Social District Approval**

City Manager Henne explained that the resolution creates an outdoor social district and commons area which can be used by downtown restaurants that are prohibited from using indoor space due to COVID-19 restrictions.

DDA/Main Street Director Joshua D. Adams said it is his hope that this offer will be extended into the future so that some neglected areas of the downtown can become reactivated once again.

Mayor Pro-Tem Osika noted that the DDA had vetted the request and were in support of it.

Councilmember Fear asked why the public area in front of the Chamber of Commerce was not included in either the social district or the common area. It was noted that the land in question is on private property, and thus not included.

Motion by Councilmember Teich approving the formation and implementation of a Social District and Commons area within Downtown Owosso to allow outdoor service of alcohol in select predetermined locations as follows:

**RESOLUTION NO. 34-2021**

**RESOLUTION DESIGNATING A SOCIAL DISTRICT CONTAINING A COMMONS AREA AND  
ADOPTING A MANAGEMENT PLAN IN ORDER TO ALLOW CERTAIN ON PREMISES LIQUOR**



## **LICENSES EXPANDED USE OF SHARED AREAS FOR CONSUMPTION OF ALCOHOL PURSUANT TO PUBLIC ACT 124 OF 2020**

WHEREAS, the Michigan Liquor Control Code was recently amended by 2020 Public Act 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees to obtain a social district permit from the Michigan Liquor Control Commission (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, if the governing body of a local governmental unit designates a social district that contains a commons areas, the governing body must define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City continues to recognize that the recent public health emergency caused by the COVID-19 global pandemic has caused the shutdown of certain businesses for varying amounts of time, and when open, other social distancing recommendations and requirements have resulted in reduced occupancies that have impacted City businesses and the people employed by them; and

WHEREAS, the City Council finds that designating social districts and commons areas pursuant to the Act is in the best interests of the citizens of the City of Owosso, especially in light of COVID-19 restrictions on indoor gatherings and social distancing recommendations; and

WHEREAS, Social District and the Commons Area boundaries are indicated by the Downtown Social District Map with the exception of the premises of the qualified licensees; and

WHEREAS, the City Council directs Owosso Downtown Development Authority (DDA), to create a logo which bears the name of the Downtown Social District and Downtown Commons area, and cause that logo to be printed on signs that clearly mark and define the Downtown Commons area; and

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

FIRST: The City of Owosso designates the social district and commons area as provided on the attached maps, establishes the attached management and maintenance plan, and authorizes the DDA to take all such actions necessary in order to implement this Resolution and comply with the Act.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

### **OMS/DDA Loan & Grant Manual Revisions**

DDA/Main Street Director Adams explained that the proposed changes add to the deferment policy already in place by allowing deferments to be vetted on a case by case basis.

Mayor Pro-Tem Osika noted that any requested deferments would be reviewed by the DDA prior to their submission to City Council.



Councilmember Pidek went on the record as supporting the proposed changes.

Motion by Councilmember Pidek to add a deferment framework to the OMS/DDA Loan & Grant Manual governing the use of downtown revolving loan funds as follows:

#### **RESOLUTION NO. 35-2021**

#### **RESOLUTION AUTHORIZING THE APPROVAL OF OMS/DDA REVOLVING LOAN FUND MANUAL REVISIONS**

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 Wednesday, February 3, 2021 during the Regular Board Meeting, the OMS/DDA Board of Directors approved a deferment framework for existing revolving loan holders that allows deferment flexibility during economic hardship.

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

FIRST: The City of Owosso approves the revisions to the OMS/DDA Loan & Grant Manual.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

#### **COMMUNICATIONS**

Sara Adams, Owosso Historical Commission. Letter of Resignation.  
Cheryl A. Grice, Finance Director. January 2021 Revenue & Expenditure Report.  
N. Bradley Hissong, Building Official. January 2021 Building Department Report.  
N. Bradley Hissong Building Official. January 2021 Code Violations Report.  
N. Bradley Hissong Building Official. January 2021 Inspections Report.  
N. Bradley Hissong Building Official. January 2021 Certificates Issued Report.  
Kevin D. Lenkart, Public Safety Director. July 2016 Police Report.  
Kevin D. Lenkart, Public Safety Director. January 2021 Fire & EMS Report.  
Planning Commission. Minutes of January 25, 2021.  
WWTP Review Board. Minutes of January 26, 2021.  
Parks & Recreation. Minutes of January 27, 2021.  
Downtown Development Authority. Minutes of February 3, 2021.  
Owosso Historical Commission. Minutes of February 8, 2021.

#### **NEXT MEETING**

Monday, March 01, 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**

Motion by Councilmember Fear for adjournment at 8:13 p.m.

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

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk





## MEMORANDUM

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

**DATE:** February 24, 2021

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

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

**SUBJECT:** Engineering Support Services 2020 Construction Projects-Change Order No. 2-Correction

### RECOMMENDATION:

Approve correction to Resolution No. 15-2021, which approved Change Order No. 2 to the 2020 Street Program Engineering Services contract, amending the total contract amount by adding \$33,801.00 which was inadvertently omitted in the original submission, bringing the total contract amount to \$297,742.43.

### BACKGROUND:

January 19, 2021 Council approved Change Order No. 2 to the 2020 Street Program Engineering Services contract adding \$42,243.43 to the contract for additional construction administration. The total contract amount, including Change Order No. 2, was shown as \$263,941.43. This total amount neglected to include \$33,801.00 for design services. The total amount of the contract, including Change Order No. 2, should've been \$297,742.43.

### FISCAL IMPACTS:

Final/Balancing change order in amount of \$42,243.43 for additional construction administration services is chargeable to the FY 2020-2021 Unlimited Obligation 2016 Bond Proceeds Account No. 202/203-451-818.000. Compensation payable to OHM for 2020 street and water main program construction administration services is \$263,941.43, plus \$33,801.00 for other water main design and administration for a total of \$297,742.43.



**RESOLUTION NO. 15.1-2021**

**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, and

WHEREAS, the Director of Public Services desires to correct the previous council approved resolution on January 19, 2021, by adding \$33,801.00 for other water main design and administration services inadvertently omitted.

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 \$42,243.43 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 \$42,243.43.
- 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 construction administration services subtotalling \$263,941.43, **plus \$33,801.00 for water main design and administration costs, for a total of \$297,742.43.**
- FOURTH: The above change order No. 2 shall be paid from the Unlimited Obligation 2016 Bond Proceeds Account No. 202/203-451-818.000.





January 5, 2021

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

RE: 2020 Paving Projects – P.O. #42843  
Change Order Request No. 2, Contracts #1 and #2

Dear Mr. Chinavare:

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

As we have discussed, construction observation efforts for this year's improvements have exceeded the City's programmed budget significantly based on the project being split into two separate contracts.

Work for both contracts, which have a combined construction value of \$3,604,953.51 began on May 4, 2020. Our fee provided in June of 2019 for construction observation and contract administration totaled \$155,000 and was based on a 26-week schedule and **1 contract**. The observation component to this proposal was budgeted at \$93,600 with 1 construction technician at 1,170 hours (45 hours/week at 26 weeks). Based on work through the end of the 2020 construction season for these two contracts, a total of 43 weeks required full-time observation. A breakdown between the two contracts is summarized below:

Contract #	Actual Start Date	Open To Traffic Date	Schedule
1	5/4/20	10/26/20	25 Weeks
2	5/4/20	9/7/20	18 Weeks
<b>Overall Schedule</b>			<b>43 Weeks</b>

At this time, we request change order no. 2 in the amount of \$42,243.43 based on the following agreed-upon summary:

Current P.O.	\$221,698.00
Invoice #328988	\$35,215.50
Invoice #328933	\$18,930.00
Subtotal	\$275,843.50
Less Balance on Current P.O.	(\$11,902.07)
Revised Compensation	\$263,941.43
Less Current P.O.	\$221,698.00
<b>Change Order Requested</b>	<b>\$42,243.43</b>

**OHM Advisors®**

201 EAST ELLSWORTH STREET, UNIT 100  
MIDLAND MICHIGAN 48640

T 989.956.2020 OHM-Advisors.com





Total compensation incorporating this change order is summarized below:

Current P.O.	\$221,698.00	<div>This total should be \$297,742.43</div> 
<u>Proposed Change Order #2</u>	<u>\$42,243.43</u>	
<b>TOTAL ADJUSTED FEE</b>	<b>\$263,941.43</b>	

In addition, we understand the city will perform the project closeout this coming spring for both contracts, including punchlist items, final pay requests and coordination with EGLE.

Sincerely,  
OHM Advisors

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Lou Fleury, PE  
Principal





## MEMORANDUM

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

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**DATE:** February 24, 2021

**TO:** City Council

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

**SUBJECT:** Wastewater Treatment Plant - State Revolving Fund Headworks Project 2020

**RECOMMENDATION:**

Approval of Change Order No. 1 to Grand River Construction of Hudsonville, Michigan for replacement of Headworks Process Equipment at the Wastewater Treatment Plant in the amount of \$28,527.00.

**BACKGROUND:**

City council previously approved the 2020 State Revolving Fund (SRF) projects at its regular scheduled meeting held on November 18, 2019, and subsequently awarded the Wastewater Treatment Plant Headworks project to Grand River Construction at its regular council meeting of May 4, 2020 in the amount of \$2,698,000.00.

The change order as attached results in a net increase from the six individual line items as addressed. The largest item at \$73,084.00 was through no fault of the contractor, and occurred as result of incomplete and unavailable cabling drawing from initial process equipment construction and installation.

**FISCAL IMPACTS:** Funds in the amount of \$28,527.00 will be provided from the wastewater FY2020-2021 fund.

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

Attachment: (1) Resolution  
(2) CO No.1



**RESOLUTION NO.**

**APPROVAL OF CHANGE ORDER NO. 1  
TO THE WWTP HEADWORKS PROJECT CONTRACT BETWEEN THE CITY OF OWOSSO AND  
GRAND RIVER CONSTRUCTION, INC. OF HUDSONVILLE, MICHIGAN**

WHEREAS, City council previously approved the 2020 State Revolving Fund (SRF) projects at its regular scheduled meeting held on November 18, 2019, and authorized publication of notice of intent to proceed with the same at its regular scheduled meeting held on February 18, 2020; and

WHEREAS, city council subsequently awarded to Grand River Construction, Inc. on May 4, 2020 the wastewater treatment plant project for the construction and installation of the influent screw pumps and grit removal system, known as the Wastewater Treatment Plant (WWTP) Head Works project, in the amount of \$2,698,000.00; and

WHEREAS, Grand River Construction has requested Change Order No.1 to the Headworks project and contract between the city of Owosso Grand River Construction, Inc. for numerous additions and deletions, netting an increase to the contract in the amount of \$28,527.00; and

WHEREAS, the Director of Public Services & Utilities and project consultant C2ae have reviewed the requested change order line items, and have determined these additional costs as necessary to complete the headworks project.

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to approve change order No.1 as requested by Grand River Construction, Inc. of Hudsonville, Michigan in the amount of \$28,527.00 for additional construction and installation services directly impacting the SRF 2020 Head Works Project/s at the WWTP.

SECOND: The accounts payable department is authorized to submit payment to Grand River Construction, Inc. in the amount of \$1,698,000.00, plus change No.1 in the amount of \$28,527.00 for a total of \$1,726,527.00.

THIRD: The above expenses shall be paid for from the Wastewater Fund, and SRF Bond Funds.



**CHANGE ORDER NO.: 01**

Owner:	City of Owosso	Owner's Project No.:	
Engineer:	C2AE	Engineer's Project No.:	19-0101
Contractor:	Grand River Construction, Inc.	Contractor's Project No.:	
Project:	Wastewater Treatment Plant Headworks Improvements		
Contract Name:	Wastewater Treatment Plant Headworks Improvements		
Date Issued:	2/22/2021	Effective Date of Change Order:	2/17/2021

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

Total Change Order = \$28,527.00

- Item 1 - **\$73,084.00** - This is the work associated with repairing the conduits that were cut during removing the floor in the old grit room. The lines feed the primary clarifiers and are currently temporary connected.
- Item 2 - **\$1,974.00** - This is to replace the 40 year old level sensor in the backwash tank. Since the contractor is working in the area it would be good idea to replace.
- Item 3 - **\$441.00** - This is to install diamond plating over a gate that is in the Headworks building hallway for safety.
- Item 4 - **\$7,140.00, Painter Wage Rate** - During bidding EGLE instructed to include 2 wage determinations in the contract book. They also sent the project wage determinations to the Labor department. The Labor department final replied and rejected the request saying the project only qualified for use of 1 wage determination. Problem is that the 1 wage determination does not have a wage rate for painter. So EGLE/Labor department instructed the contractor on what wage the painter needs to be paid. This in turn requires a change order to remove the second wage determination and add the painter wage to the project. The required painters wage is much higher than what was listed on the 2<sup>nd</sup> wage determination for bidding.
- Item 5 - **\$20,000.00 (Credit)** - The use of peastone fill rather than flowable fill.
- Item 6 - **\$34,112.00 (Credit)** - Replacement of roof on Headworks building was removed from project.

Attachments:

Change Requests 01 through 04 from Grand River dated January 15, 2021 (CR01-03) & February 3, 2021 (CR04)

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a no. of days]	
Original Contract Price:		Original Contract Times:	
\$ 2,698,000.00		Substantial Completion:	February 26, 2021
		Ready for final payment:	March 25, 2021
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,698,000.00		Substantial Completion:	February 26, 2021
		Ready for final payment:	March 25, 2021
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 28,527.00		Substantial Completion:	March 26, 2021
		Ready for final payment:	April 30, 2021



Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 2,726,527.00	Substantial Completion: March 26, 2021
	April 30, 2021 March 25, 2021

Recommended by Engineer (if required)  
By:

Accepted by Contractor

Title: Brian VanZee, Project Manager

Date: 2/22/2021

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Title:

Date:





## **Grand River Construction, Inc.**

General Contractor • Commercial and Industrial • Concrete Specialist

January 15, 2021

Mr. Brian VanZee  
Project Manager, Civil Engineer  
C2AE Architecture / Engineering  
106 West Allegan Street Suite 500  
Lansing, MI 48933

RE: Owosso WWTP  
Subcontract 190101-200520  
Change Request 001 – Painter Wage Rate

Dear Mr. VanZee,

Murray Painting, Grand River Construction's subcontractor, was required by EGLE to pay a higher wage than shown in the specifications and higher than their union wage.

This revision required additional subcontractor labor cost.

The total add amount is **\$7,140.00.**

Please let us know if you have any questions or require additional information.

Sincerely,

Grand River Construction, Inc.

Jon Dyke, P.E.  
Project Manager



REFERENCE:	Painter Wage Rate	CR No.:	001
PROJECT:	Owosso WWTP	DATE:	1/15/2021
DESCRIPTION:	The Davis Bacon wage rate per the specifications was not accepted by EGLE. They proposed a wage rate higher than Murray Painting's union wage rates and therefore there is additional cost.		

**A. Equipment, Materials, and Supplies**

	0.00	
	0.00	
Subtotal	0.00	
Overhead 10%	0.00	
<b>A. Material Total</b>		<b>0.00</b>

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
		Subtotal	0.00
		Overhead 10%	0.00
<b>B. Labor Total</b>			<b>0.00</b>

**C. Subcontractors**

Murray Painting	6,800.00	
	Subtotal	6,800.00
	Overhead 0%	0.00
<b>C. Subcontractor Total</b>		<b>6,800.00</b>
<b>SUBTOTAL CHANGE REQUEST (A+B+C)</b>		<b>6,800.00</b>
	Mark-Up 5%	340.00
<b>TOTAL CHANGE REQUEST</b>		<b>7,140.00</b>





## **COST CHANGE REQUEST #1**

**DATE: 1/14/2021**

**PROJECT: Owosso WWTP**

**SECTIONS: Painting**

**FROM: Eric Lonsway**

**ADD TO CONTRACT: \$6,880.00**

**INCLUDES:**

- **701 Man Hours \$7.55 Per Man Hour Cost Difference Between Union Painting Contract for Area \$41.20 and Rate Given of \$48.75**
- **We Have Added 30% to Difference for Insurance, Taxes and Expenses Since This Added Amount Will Be Taxable Wages**

**EXCLUDES:**

- 

**Please let me know if you need anything else,**

**THANKS,**

***ERIC LONSWAY***

***Murray Painting***

***V.P. of Estimating and Project Management***

***989-695-8152 Office***

***989-737-3683 Cell***



Painters Local 1052  
Effective May 01, 2020

started  
5-1-2020

Section 10. Prevailing Wage Rates effective the first full pay period on/after May 01, 2020

	05-01-2020
Painters- Commercial	\$25.50
Painters-Heavy Industrial (see Industrial definition below)	\$26.85

**Heavy Industrial defined:** Auto Assembly Plants, Paper Mills, Power Plants, Chemical Plants, Refineries and Foundries, water towers, tanks, Industrial Spray, Blowing Off, Pulling Picks, Epoxy Coatings, Sand Blasting, Water blasting over 7500#, High Risk Nature, (Note: All work over a falling height of thirty feet shall be paid thirty cents (\$.30) above the base rate and there shall an additional ten cents (\$0.10) premium paid for each additional fifteen feet in height), Tanks (interior enclosed),

Foreman's rate shall be negotiable between the Employer and the employee if the crew consists of four or less (including Chargemen). On jobs where the crew consists of five people or more the foremen's rate shall be at one dollar (\$1.00) per hour above the highest rate paid on the crew.

**WAGES FOR APPRENTICES**

Level 1	50%	Min. hours 0
Level 2	60%	Min. hours 1500
Level 3	75%	Min. hours 3000
Level 4	90%	Min. hours 4500
Journey worker		Min. hours 6000

**ARTICLE IV**

**FRINGE BENEFITS AND PAYROLL DEDUCTIONS**

**Section 1. Fringe Benefits.** Effective May 01, 2020 and thereafter until amended, the Employer shall pay the following at rates specified below:

**Employer Paid Contributions**

Michigan State Painters Insurance Fund	\$6.85/hr.
Painters Local 1052 Pension Fund	\$5.85/hr.
IUPAT Pension Fund	\$1.05/hr.
Local Apprenticeship Fund	\$0.40/hr
FTI	\$0.10/hr.
PAT Labor Management Cooperation Initiative	\$0.10/hr.
<b>TOTAL BENEFIT PACKAGE</b>	<b>\$14.35/hr</b>

**Employee Payroll Deduction**

Vacation Savings	\$0.60/hr.
Administrative Dues Check-off	3.5% of Gross Wages + \$8.00 per week

Amounts Paid for Vacation Savings and Administrative Dues Check-off shall be deducted from Employees' wages.

**ALL FRINGES MUST BE RECEIVED BY THE 15<sup>TH</sup> OF EACH MONTH.**





District Council  
1M Michigan

1M Michigan Website:  
[www.iupatdc1michigan.org](http://www.iupatdc1michigan.org)

**METRO OFFICE**  
14587 Barber Ave.  
Warren, MI 48088  
O 586-552-4474  
F 586-552-4477

**OUT STATE OFFICE**  
P.O. Box 497  
Freeland, MI 48623  
O 989-695-6888  
F 989-695-6889

**Robert Gonzalez**  
*Business Manager/  
Secretary-Treasurer*

**Local Unions**  
312 • 357 • 514  
591 • 826 • 845  
1052 • 1803  
2352 • 2353

April 13, 2020

Dear Contractor;

This is to inform you that Local 1052 Painters have a \$1.05 increase effective with the first full pay period on or nearest to May 01, 2020.

The \$1.05 increase will be allocated as follows;

\$ .25 Health & Welfare  
\$ .25 Local 1052 Pension  
\$ .55 on check

I have enclosed an updated wage sheet for your records.

Any questions please feel free to contact Jacob Fluty at 989-941-9180.

Sincerely,

Robert Gonzalez  
Business Manager  
District Council 1M

Insurance Fund	\$6.85 per hr.
1052 Pension Fund	\$5.85 per hr.
IUPAT Pension Fund	\$1.05 per hr.
Local Apprenticeship Fund	\$ 40 per hr.
FTI	\$ .10 per hr.
PAT Labor Management Cooperation Initiative	\$ .10 per hr.
Total Benefit Package	\$14.35 per hr.





**Grand River Construction, Inc.**

General Contractor • Commercial and Industrial • Concrete Specialist

January 15, 2021

Mr. Brian VanZee  
Project Manager, Civil Engineer  
C2AE Architecture / Engineering  
106 West Allegan Street Suite 500  
Lansing, MI 48933

RE: Owosso WWTP  
Subcontract 190101-200520  
Change Request 002 – Peastone VE Option

Dear Mr. VanZee,

A proposed value engineering option that was selected was to use peastone in lieu of flowable fill.

This revision results in a credit.

The total credit amount is **\$20,000.00.**

Please let us know if you have any questions or require additional information.

Sincerely,

Grand River Construction, Inc.

Jon Dyke, P.E.  
Project Manager



REFERENCE:	Peastone VE Option	CR No.:	002
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	1/15/2021
DESCRIPTION:	Use peastone in lieu of flowable fill under new grit vortex and channels.		

**A. Equipment, Materials, and Supplies**

Peastone in Lieu of Flowable Fill	-20,000.00
Subtotal	-20,000.00
Overhead 0%	0.00
<b>A. Material Total</b>	<b>-20,000.00</b>

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
Subtotal			0.00
Overhead 0%			0.00
<b>B. Labor Total</b>			<b>0.00</b>

**C. Subcontractors**

Subtotal	0.00
Overhead 0%	0.00
<b>C. Subcontractor Total</b>	<b>0.00</b>
<b>SUBTOTAL CHANGE REQUEST (A+B+C)</b>	<b>-20,000.00</b>
<b>Mark-Up 0%</b>	<b>0.00</b>
<b>TOTAL CHANGE REQUEST</b>	<b>-20,000.00</b>





## **Grand River Construction, Inc.**

General Contractor • Commercial and Industrial • Concrete Specialist

January 15, 2021

Mr. Brian VanZee  
Project Manager, Civil Engineer  
C2AE Architecture / Engineering  
106 West Allegan Street Suite 500  
Lansing, MI 48933

RE: Owosso WWTP  
Subcontract 190101-200520  
Change Request 003 – Roofing Scope Reduction

Dear Mr. VanZee,

A proposed value engineering option that was selected was to delete the new roof on the existing grit collector / screw pump building. Roofing was still required at the new skylight and the new roof hatch.

This revision results in a credit.

The total credit amount is **\$34,112.00.**

Please let us know if you have any questions or require additional information.

Sincerely,

Grand River Construction, Inc.

Jon Dyke, P.E.  
Project Manager



REFERENCE:	Delete Roofing Scope VE Option	CR No.:	003
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	1/15/2021
DESCRIPTION:	Delete the roofing scope of work. Flashing would still be required at the skylight and the roof hatch along with flashing would still be required.		

**A. Equipment, Materials, and Supplies**

Subtotal	0.00
Overhead 0%	0.00

**A. Material Total** **0.00**

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
		Subtotal	0.00
		Overhead 0%	0.00

**B. Labor Total** **0.00**

**C. Subcontractors**

Mid Michigan Roofing Original Pricing	-44,372.00
Mid Michigan Roofing Revised Pricing	10,260.00
	Subtotal
	-34,112.00
	Overhead 0%
	0.00

**C. Subcontractor Total** **-34,112.00**

**SUBTOTAL CHANGE REQUEST (A+B+C)** **-34,112.00**

**Mark-Up 0%** **0.00**

**TOTAL CHANGE REQUEST** **-34,112.00**





MID MICHIGAN ROOFING

3232 ENTERPRISE DR. • P.O. BOX 5797  
SAGINAW, MI 48603-0797  
PHONE: (989) 793-5834 • FAX: (989) 799-8234

August 26, 2020

## Grand River Construction

Attn: Jon Dyke

RE: CITY OF OWOSSO – WASTEWATER TREATMENT PLANT  
HEADWORKS IMPROVEMENTS

Existing Contract: **\$44,372.00**

### Value Engineering

To furnish and install a Firestone 60 mill EPDM roof system in lieu of the Firestone Built Up roof system (With all other items of the contract remaining the same)..... **Deduct \$9,000.00**

If reroofing of the Headworks Building is deleted from the project:

- a) Labor and materials to flash in the new skylight ..... **\$4,984.00**
- b) Labor and materials to furnish and flash in the new  
roof hatch and hatch railing ..... **\$5,276.00**

Note: For a) & b) GRC would provide a fork truck to get our materials and debris up and down from the roof area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew W. Volz', written in a cursive style.

Matthew W. Volz  
President





## **Grand River Construction, Inc.**

General Contractor • Commercial and Industrial • Concrete Specialist

February 3, 2021

Mr. Brian VanZee  
Project Manager, Civil Engineer  
C2AE Architecture / Engineering  
106 West Allegan Street Suite 500  
Lansing, MI 48933

RE: Owosso WWTP  
Subcontract 190101-200520  
Change Request 004 – Bulletin 2 REV

Dear Mr. VanZee,

Bulletin 2 reworked the electrical for the clarifiers including demolition, excavation, and concrete for this work. A flow meter and display panel were also added per this bulletin. Also included in this price is additional aluminum grating per RFI 15 and additional plates per RFI 6 and 7. This work will add 4 weeks to the duration of this project.

This revision requires additional subcontractor work, labor, material, and equipment.

The total add amount is listed below broken out per email:

- Item 1 – \$73,084.00
- Item 2 – \$1,974.00
- Item 3 – \$20,491.00
- Item 4 – \$441.00
- Item 5 – \$64,675.00
- Item 6 – \$27,913.00

Please let us know if you have any questions or require additional information.

Sincerely,

Grand River Construction, Inc.

Jon Dyke, P.E.  
Project Manager



REFERENCE:	Bulletin 2 Item 1	CR No.:	004
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	2/3/2021
DESCRIPTION:	Work to repair all lines that are cut (lines to (2) Clarifiers, backwash sensor line), and (2) 1.5" conduits from thickener building to headworks. This work includes the removal and replacement of concrete. This work adds 4 weeks to the project duration which includes general conditions.		

**A. Equipment, Materials, and Supplies**

Concrete (17 CY)	2,288.88
Formwork (78 LF @ \$4.00 / LF))	312.00
Concrete Accessories	1,945.00
Demolition Saw (2 Day)	250.00
Chipping Hammer (2 EA for 2 Day)	240.00
Dumpster (2 EA)	891.50
Project Trailer (1 Month)	265.00
Skytrak (1 Month)	3,000.00
Concrete Pump (1/2 Day)	740.00
Subtotal	9,932.38
Tax 6%	595.94
Overhead 10%	1,052.83

**A. Material Total 11,581.00**

**B. Labor:**

Trade	Hours	Rate	
Project Foreman	160.0	\$70.00	11,200.00
Carpenter	8.0	\$56.42	451.36
Laborer	94.0	\$42.59	4,003.46
Finisher	32.0	\$53.51	1,712.32
Operator	12.0	\$68.31	819.72
Subtotal			18,186.86
Overhead 10%			1,818.69

**B. Labor Total 20,006.00**

**C. Subcontractors**

OSC Electric A	12,361.00
OSC Electric C	23,846.00
Subtotal	36,207.00
Overhead 5%	1,810.35

**C. Subcontractor Total 38,017.00**

**SUBTOTAL CHANGE REQUEST (A+B+C) 69,604.00**

**Mark-Up 5% 3,480.00**

**TOTAL CHANGE REQUEST 73,084.00**



REFERENCE:	Bulletin 2 Item 2	CR No.:	004
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	2/3/2021
DESCRIPTION:	Cost to replace the actual backwash level sensor		

**A. Equipment, Materials, and Supplies**

Subtotal	0.00
Tax 6%	0.00
Overhead 10%	0.00
<b>A. Material Total</b>	<b>0.00</b>

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
Subtotal			0.00
Overhead 10%			0.00
<b>B. Labor Total</b>			<b>0.00</b>

**C. Subcontractors**

OSC Electric D	1,790.00
Subtotal	1,790.00
Overhead 5%	89.50
<b>C. Subcontractor Total</b>	<b>1,880.00</b>
<b>SUBTOTAL CHANGE REQUEST (A+B+C)</b>	<b>1,880.00</b>
<b>Mark-Up 5%</b>	<b>94.00</b>
<b>TOTAL CHANGE REQUEST</b>	<b>1,974.00</b>



REFERENCE:	Bulletin 2 Item 3	CR No.:	004
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	2/3/2021
DESCRIPTION:	Additional grating over small channels		

**A. Equipment, Materials, and Supplies**

Subtotal	0.00	
Tax 6%	0.00	
Overhead 10%	0.00	
<b>A. Material Total</b>		<b>0.00</b>

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
Subtotal			0.00
Overhead 10%			0.00
<b>B. Labor Total</b>			<b>0.00</b>

**C. Subcontractors**

Rail Components	20,400.00	
Subtotal	20,400.00	
Overhead 5%	1,020.00	
<b>C. Subcontractor Total</b>		<b>21,420.00</b>
<b>SUBTOTAL CHANGE REQUEST (A+B+C)</b>		<b>21,420.00</b>
<b>Mark-Up 5%</b>		<b>1,071.00</b>
<b>TOTAL CHANGE REQUEST</b>		<b>22,491.00</b>



REFERENCE:	Bulletin 2 Item 4	CR No.:	004
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	2/3/2021
DESCRIPTION:	Diamond plate over gate in hallway.		

**A. Equipment, Materials, and Supplies**

Subtotal	0.00
Tax 6%	0.00
Overhead 10%	0.00
<b>A. Material Total</b>	<b>0.00</b>

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
Subtotal			0.00
Overhead 10%			0.00
<b>B. Labor Total</b>			<b>0.00</b>

**C. Subcontractors**

Rail Components	400.00
Subtotal	400.00
Overhead 5%	20.00
<b>C. Subcontractor Total</b>	<b>420.00</b>
<b>SUBTOTAL CHANGE REQUEST (A+B+C)</b>	<b>420.00</b>
<b>Mark-Up 5%</b>	<b>21.00</b>
<b>TOTAL CHANGE REQUEST</b>	<b>441.00</b>



REFERENCE:	Bulletin 2 Item 5	CR No.:	004
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	2/3/2021
DESCRIPTION:	New clarifier flow meters and new PLC in main building. This work includes the duct rework in the existing building		

**A. Equipment, Materials, and Supplies**

Subtotal	0.00
Tax 6%	0.00
Overhead 10%	0.00
<b>A. Material Total</b>	<b>0.00</b>

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	0.0	\$56.42	0.00
Laborer	0.0	\$42.59	0.00
Finisher	0.0	\$53.51	0.00
Operator	0.0	\$68.31	0.00
Subtotal			0.00
Overhead 10%			0.00
<b>B. Labor Total</b>			<b>0.00</b>

**C. Subcontractors**

OSC Electric E	33,435.00
OSC Electric F	23,950.00
Platinum Mechanical	1,277.00
Subtotal	58,662.00
Overhead 5%	2,933.10
<b>C. Subcontractor Total</b>	<b>61,595.00</b>
<b>SUBTOTAL CHANGE REQUEST (A+B+C)</b>	<b>61,595.00</b>
<b>Mark-Up 5%</b>	<b>3,080.00</b>
<b>TOTAL CHANGE REQUEST</b>	<b>64,675.00</b>



REFERENCE:	Bulletin 2 Item 6	CR No.:	004
PROJECT:	Owosso Wastewater Treatment Plant	DATE:	2/3/2021
DESCRIPTION:	Repari conduits on East side of South Clarifier. This includes the concrete removal and replacement in this location.		

**A. Equipment, Materials, and Supplies**

Concrete (8 CY)	1,077.12
Formwork (43 LF @ \$4.00 / LF))	172.00
Concrete Accessories	680.00
Demolition Saw (1 Day)	125.00
Chipping Hammer (2 EA for 1 Day)	120.00
Peastone Backfill (5 CY)	148.75
Dumpster (1 EA)	445.75
Concrete Pump (1/2 Day)	740.00
Subtotal	3,508.62
Tax 6%	210.52
Overhead 10%	371.91

**A. Material Total 4,091.00**

**B. Labor:**

<u>Trade</u>	<u>Hours</u>	<u>Rate</u>	
Project Foreman	0.0	\$70.00	0.00
Carpenter	8.0	\$56.42	451.36
Laborer	48.0	\$42.59	2,044.32
Finisher	20.0	\$53.51	1,070.20
Operator	6.0	\$68.31	409.86
Subtotal			3,975.74
Overhead 10%			397.57

**B. Labor Total 4,373.00**

**C. Subcontractors**

OSC Electric B	17,257.00
Subtotal	17,257.00
Overhead 5%	862.85

**C. Subcontractor Total 18,120.00**

**SUBTOTAL CHANGE REQUEST (A+B+C) 26,584.00**

**Mark-Up 5% 1,329.00**

**TOTAL CHANGE REQUEST 27,913.00**



# PROPOSAL OSC INC.

## OPERATIONS AUTOMATED SYSTEMS CONTROLS

### And Electrical Contracting

Ship To: 1798 North Lapeer Rd.  
Lapeer, MI 48446  
Phone: (810) 245-1676

Mailing Address: 6789 Fish Lake Rd.  
North Branch, MI 48461  
Fax: (810) 245-1680

PROPOSAL SUBMITTED Grand River Construction	PHONE	DATE 1/28/2021
ADDRESS	JOB LOCATION Owosso	
JOB DESCRIPTION Bulletin two		

We hereby submit specifications and estimates for the following items:

**B2.1 Refer to new Sheet E-102 issued with this Bulletin and to revised Sheets EI012 and EI101 attached:**

- A. Excavate on each side of Headworks building to find conduits from Clarifier, connect onto conduits/electrical and reroute them into the Headworks building pump room. Replace concrete 4 inch, where removed to run conduits.  
Cost: **\$12,361.00**
  - B. At the east side of the South Clarifier walkway, repair the existing conduits as indicated. Remove and replace the existing 4 inch concrete sidewalk in this area. The elevation of the new sidewalk shall be adjusted up 6 inch and slope down to existing walk to correct the settlement that has occurred since original construction.  
Cost: **\$17,257.00**
  - C. Install 2-1 ½" inch conduits from the Thickener Building to Headworks building. These conduits may be reduced to 1-inch within the buildings. Refer to the Interconnection Diagram for conduit termination points and conductors/cables to be installed within these conduits.  
Cost: **\$23,846.00**
  - D. Replace the existing Spent Backwash Holding Tank level sensor with a new submersible type pressure sensor. Suspend sensor through existing opening in tank top.  
Cost: **\$1,790.00**
-



- E. Furnish and install an ultrasonic open channel flowmeter with level and velocity sensors at each clarifier influent trough. Mount the sensors above the influent trough as indicated in the detail on E-102. Install the flow transmitter (FIT) within the Thickener Building as shown.

Cost: **\$33,435.00**

- F. Furnish and install new Thickener Building Display Panel (TBDP) within the Thickener Building as indicated. And necessary hardware.

Cost: **\$23,950.00**

Item 1 : conduit, wire ,conductors, and installation and start up assistance for the above attached bulletin two. The temporary repairs for the cut conduit when the concrete was saw cut are included.

**Total for above:\$112,639.00**

#### Control and panel items description:

Included are, PLC programming, 2) Rosemount flow meters 8750WD, 2) Rosemount 5408 Radar Level Low Frequency transmitters, 1) KPSI 700 Level transmitter, 5 panel displays, 304 SS wall mount enclosure 24x30, power supply, 5 MTL IS barriers, 2 analog output converters for output and testing. NO plc is included control hardware as needed is furnished and provided. The notes were followed indicated on the drawing.

**We Propose** hereby to furnish material and labor – complete  
In accordance with above specifications, for the sum of:

Payment to be made as follows: net thirty

---

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



Authorized Signature

*Rick Opperman*

Note: we may withdraw This Proposal if not accepted within 30 days.

-----

**Acceptance of Proposal - The** above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_



RAIL COMPONENTS, INC.  
P.O. Box 734  
Grand Haven, MI 49417

Page No. \_\_\_\_\_ of \_\_\_\_\_  
Proposal No. 1 5827-A

## PROPOSAL

Phone: (231) 722-0315 Email: railcomponents@live.com

Grand River Construction Inc.  
PO Box 323  
Attn: Jon Dyke  
Hudsonville MI 49426

PHONE	DATE
(616) 669-5611	1/21/2021
JOB NAME	
Owosso WWTP	

Revised  
02/03/21

We hereby submit specifications and estimates for:

Grating & supports @ F --

Add - Aluminum diamond plate @ doorway  
Add - 4 Aluminum slide gate covers

Erected \_\_\_\_\_ 400  
Furnished \_\_\_\_\_ 1200  
\$3,300.00

New aluminum grating & aluminum support  
angles @ south end  
New aluminum grating & aluminum support  
angles @ north end

Erected \_\_\_\_\_  
Erected \_\_\_\_\_  
\$20,400.00

All material prime painted unless otherwise noted.  
Quote is limited to items specifically listed above; all other items are not included.

Note: No special order material will be ordered without written approval of shop drawings. Standard testing per BOCA is not included.  
Any alterations or deviations from above specifications involving extra cost of material or labor will be executed upon written orders for the same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Price is effective for 30 days.  
Delivery and pricing may be dependent upon material availability due to industry shortages and surcharges.

Note: The subcontract price is based on current prices and surcharges for all steel types and shapes necessary for the named project as posted and made publicly available. Notwithstanding anything herein contrary, and increases (or decreases) in the price of steel ordered by subcontractor for the above named project, after 35 days from award due to owner or contractor delay, shall result in a corresponding dollar-for-dollar increase (or decrease) in the subcontract price.

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of

Dollars \$

Payment to be made as follows:

Net 30 days

All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements Contingent upon strikes, accidents or delays beyond our control.

Authorized  
Signature John Griffin  
John Griffin

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions  
Are hereby accepted. You are authorized to do the work as specified. Payment  
will be made as outlined above.

Authorized Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



# Platinum Mechanical, Inc.

January 22, 2021

Attention: Grand River Construction, Jon Dyke

Reference: Mechanical Bid  
Owosso WWTP  
WWTP Headworks Improvements Bulletin No. 2  
Linden, Michigan 48451  
Platinum Mechanical, Inc. Job# 2011 x 1

We are pleased to submit our pricing and scope of work for the above- mentioned project. Our proposal is as follows:

**Work Included:**

- Furnish and Install cutting and capping ductwork per Item F or Bulletin No. 2

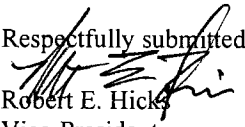
**Work Not Included:**

- Electrical work
- Painting

**ADD \$1,277.00**

Thank you for the opportunity to quote this project. Should you require additional information please do not hesitate to contact me at your convenience.

Respectfully submitted,

  
Robert E. Hicks  
Vice-President



# PLATINUM MECHANICAL, INC.

**5051 Exchange Dr. Flint, MI 48507**

JOB 2011 OWNER CITY OF DWORSSO

SHEET # ONE

[illegible]



# Capitol Terminals

Albion, Jackson, Mason & Battle Creek -

Phone: 517-629-4800

Cell: 517-554-1926

**Capitol Terminals is a Licensed Hauler of Sand, Gravel, Construction Spoils & Bulk Materials**  
**We take pleasure in quoting the following materials and services for your project needs**

Customer / Project: GRC – Owosso Wastewater Treatment Plant

Location: 1410 Chippewa Trail, Owosso, MI 48867

Quantity	Material Description	Material + Hauling Price Per Ton	Total + Tax
700 tn(500 yds)	Peastone – Train	\$20.05	\$14877.10
		=29.75 / CYD	

Additional Charges	Price	UOM
Saturday Deliveries	\$50.00	Per Load
Sunday Deliveries	\$50.00	Per Load
Late Deliveries (After 5:00 p.m.)	\$50.00	Per Load
Demurrage Trucks Waiting Onsite or Stuck	\$180.00	Per Load

- All materials will be delivered to the job site in Trainload quantities (50 ton +/-) unless noted otherwise
- This quote is based on the price of fuel not increasing by more than \$0.25 per gallon above the National Average on the day of quote. If this happens adjustments to rates will be made.
- All materials will be stockpiled or tailgate spread at the jobsite unless noted otherwise
- All material testing will be the responsibility of the contractor
- Any material delivered into a shoulder machine will add \$1.00 per each unit price.
- Above pricing is subject to increase during frost law season
- Truck Demurrage is \$180.00 per hour when applicable
- Hourly trucking rates are available upon request
- Wrecker Service incurred on the job site will be at the Customer's Expense (Fuel Charges may be Accessed)
- All prices are F.O.B. Job Site and Good for 30 Days\*\*
- Prices are subject to change without notice
- Any Additional Insurance Requirements will be at the customer's expense
- Any damage caused beyond the curb is the responsibility of the contractor

## Terms & Conditions

- Terms are net 30 days.
- All Sales are subject to Michigan Sales Tax.
- A service charge of 1.5% per month will be added to past due accounts.
- Price quote is good for 30 days from issue date

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT!

Prepared By: Neal Maddox

Date: September 2, 2020

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_





## **Grand River Construction, Inc.**

General Contractor • Commercial and Industrial • Concrete Specialist

### **Concrete Pumping Rates**

#### **39 Meter - 114 ft. Horizontal Reach**

**\$185.00 Per Hour On Site**

\$4.00 Per Yard Pumped

\$85.00 Per Hour Travel

\$10.00 Prime

4 Hour Minimum On Site

#### **38 Meter 108 FT Horizontal Reach**

**\$185.00 Per Hour On Site**

\$4.00 Per Yard Pumped

\$85.00 Per Hour Traveled

\$10.00 Prime

4 Hour Minimum On Site

#### **32 Meter 86 FT Horizontal Reach**

**\$185.00 Per Hour On Site**

\$4.00 Per Yard Pumped

\$85.00 Per Hour Traveled

\$10.00 Prime

4 Hour Minimum On Site

All Saturday Jobs Will Have A \$100.00 Up Charge

Any Cancellation When Pump Is In Route Is Subject to \$250.00 Cancellation Charge





# Shafer Redi-Mix Inc.

Albion, Jackson, Mason, Battle Creek MI & St. John's

Phone: 517-629-4800

Fax: 517-629-3493

Cell: 517-812-7304

Customer / Project: GRAND RIVER CONSTRUCTION INC. / Owosso WWTP  
Location: Owosso, MI 48867

Quantity	Material Description	Usage	Price	UOM
1.00	4000 PSI 30% GGBFS W/MRWR Interior elevated Slab	SOMD	110.23	Per Cubic Yard
1.00	VAPORLOCK 2020	Admix	39.50	Per Cubic Yard
1.00	MID RANGE WATER REDUCER	Admix	4.00	each
1.00	HIGH RANGE WATER REDUCER	Admix	5.50	each
1.00	RETARDER	Admix	4.00	Per Cubic Yard
1.00	FIBER @ 1 lb. / Yard	Fiber	5.50	Per Cubic Yard
1.00	FIBER @ 1.5 lb./ Yard.	Fiber	8.00	Per Cubic Yard
1.00	1% Non Chloride Acc.	Admix	5.00	Per Cubic Yard
1.00	2% Non Chloride Acc.	Admix	10.00	Per Cubic Yard
1.00	4500 PSI Class A	Footers	113.53	Per Cubic Yard
1.00	4500 PSI 6.0% A/E, Class B	Foundation Walls	114.64	Per Cubic Yard

Additional Charges	Price	UOM
Saturday Deliveries	\$50.00	Per Load
Sunday Deliveries	\$150.00	Per Load
Saturday Plant Opening Charge	\$300.00	Per Open
Sunday Plant Opening Charge	\$750.00	Per Open
Late Deliveries (After 4:00 p.m.)	\$50.00	Per Load
Split Load Charge	\$35.00	Per Drop
Small Load Charge (2-4.75 Yds)	\$80.00	Per Load
Frost Law Charges	\$50.00	Per Load
Demurrage (:45 Min per 10 Yds) Overage	\$120.00	Per Hour
Winter Heat Hot Water (November and April) As needed depending on conditions & specifications***	\$5.00	Cu yd
Winter Heat Hot Water & Heated Aggregates (December through March) As needed depending on conditions & specifications***	\$10.00	Cu yd
Cleaning charge for color	\$75.00	Per Load
Fuel Surcharge	See Page 2	Per Load
QC PLAN	\$900.00	Per Plan
FULL DAY QC TECH ONSITE	\$1000.00	Per Day
Half Day QC Tech Onsite = 4 Hrs or less Including Travel	\$650.00	Per Day
GRADATIONS ONE PER DAY OR AS NEEDED	\$800.00	Per Test
Price Escalator	\$10.00	Cu yd

**THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT!**

Prepared By: **Larry Malossi**

Date: **Apr 21, 2020**

Customer signature: \_\_\_\_\_

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





3310 Hudson Trail • Hudsonville, MI 49426  
 616-896-7700 • Fax: 616-896-6700  
 www.grandequipment.com

**SALES  
 RENTALS  
 PARTS  
 SERVICE**

Ship To: OWOSSO, MI  
 1410 CHIPPEWA TRAIL  
 OWOSSO, MI

Job Site: OWOSSO WWTP

Invoice To: GRAND RIVER CONSTRUCTION  
 5025 40TH AVE, PO BOX 323  
 HUDSONVILLE MI 49426

Branch 01 - HUDSONVILLE		
Date 01/06/2021	Time 7:41:00 (O)	Page 1
Account No GRAND035	Phone No 6166695611	Inv No R24908
Ship Via		Purchase Order 1953-19
Tax ID No		
		Salesperson DK1 / DK1

## RENTAL INVOICE

Description INVOICE #: R24908 For Contract #: 015018 Amount

Billing #: 4 Covering From 12/09/2020 to 01/05/2021

SK 10054

SKYTRAK 10054, 54' R Charge for usage of 1 MONTH 2950.00  
 Stock #: 006680 Serial #: 0160098619  
 Date Out: 09/16/2020 08:00 Expected return date: 10/14/2020 08:00  
 Machine hours out: 218

BR 12893

SKYTRAK BUCKET, 1.25 Charge for usage of 1 MONTH 50.00  
 Stock #: 006378 Serial #: 541204  
 Date Out: 09/16/2020 08:00 Expected return date: 10/14/2020 08:00

**Subtotal: 3000.00**

2-USE TAX 6%: 180.00

**TOTAL ON ACCOUNT: 3180.00**

RB

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - PLEASE READ THEM!

I certify that I have read and agree to all terms of this contract.

**PAYMENT TERMS:**

Rentals, Parts and Service related invoices are due Net 30  
 If this is an equipment purchase, payment is Due Upon Receipt

**Please Pay From This Invoice**

X

Received By

**Thank You For Your Business!**



**MOBILE FACILITY ENGINEERING, INC.**  
**306 WEST STATE STREET**  
**PO BOX 387**  
**CASSOPOLIS, MI 49031-0387**  
**Phone: 269/445-3838 Fax: 269/445-2251**

# RENTAL INVOICE

DATE	12/31/2020
INVOICE #	8292L-205
SERIAL NO.	108046

<b>BILL TO</b>
GRAND RIVER CONSTRUCTION, INC. 5025 40th Avenue PO BOX 323 HUDSONVILLE, MI 49426

<b>SHIP TO</b>
Owosso WWTP 1410 Chippewa Trail Owosso, MI Mike Witt 231-206-1033

Your P.O.#	Ship Via	F.O.B.	Terms	
1953-19	MFE TRUCK	Cassopolis MI	Net 30	
DESCRIPTION				AMOUNT
Rental of (1) 8'x36' Mobile Office Trailer				
Rental period of 1/17/21 to 2/16/21 (includes steps)				265.00
**Email Invoice**				
MI Use Tax				15.90
THANK YOU FOR YOUR BUSINESS!			<b>Total</b>	\$280.90

NOTE TO USERS OF MOBILE OFFICES & MODULAR BUILDINGS:  
 USERS RESPONSIBLE for blocking, leveling, maintaining access steps/stairs, providing correct electrical feed and routine maintenance such as cleaning filters, coils & maintaining refrigerant levels in order for HVAC equipment to operate properly. All utility hook-up, start-up & service must be done by qualified service personnel. DIRTY FILTER/COILS CAUSE HVAC EQUIPMENT DAMAGE.  
 LESSEE/RENTOR RESPONSIBLE for adequate insurance coverage. Leased/Rental Mobile/Modular Units to be returned in the same condition as when received less normal usage. Clean-up & repair charges applicable if deemed necessary by lessor. All lease/rental rates based on full month periods. State of MI sales/use tax add'l as well as any personal property taxes which may be assessed by local taxing jurisdictions.





# INVOICE

Page 1 of 2  
RECEIVED JAN 11 2021

Customer ID:

23-90524-63007

Customer Name:

GRAND RIVER CONSTRUCTION

Service Period:

12/16/20-12/31/20

Invoice Date:

01/04/2021

Invoice Number:

7971706-1726-1

## How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:  
(866) 797-9018

## Your Payment Is Due

**02/03/2021**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

## Your Total Due

**\$1,282.52**

### Previous Balance

1,945.91

+

### Payments

(1,488.75)

+

### Adjustments

0.00

+

### Current Invoice Charges

825.36

=

### Total Account Balance Due

**1,282.52**

## DETAILS OF SERVICE

### Details for Service Location:

Grand River Construction, 1410 Chippewa Trail, Owosso MI 48867

Customer ID: 23-90524-63007

Description	Date	Ticket	Quantity	Amount
10 YD ROLLOFF RECYCLE	12/18/20	897886	1.00	295.00
EXCESS OF 3 TONS			6.03	150.75
<b>Ticket Total</b>				<b>445.75</b>
30 YD ROLLOFF	12/21/20	900732	1.00	344.67
<b>Ticket Total</b>				<b>344.67</b>
REGULATORY COST RECOVERY CHRG				28.44
ADMINISTRATIVE CHARGE				6.50
<b>Total Current Charges</b>				<b>825.36</b>

Please detach and send the lower portion with payment --- (no cash or staples) ---



WASTE MANAGEMENT OF MICHIGAN, INC.

PO BOX 42090  
PHOENIX, AZ 85080  
(866) 797-9018  
(888) 879-0429 FAX

### Invoice Date

01/04/2021

### Invoice Number

7971706-1726-1

### Customer ID

(Include with your payment)

23-90524-63007

### Payment Terms

Total Due by 02/03/2021

### Total Due

\$1,282.52

### Amount

1726000239052463007079717060000008253600000128252 7

0034619 01 AB 0.416 \*\*AUTO T2 0 7005 49426-948125 -C04-P34653-11

11734047

GRAND RIVER CONSTRUCTION  
5025 40TH AVE  
HUDSONVILLE MI 49426-9481

Remit To:

WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 4648  
CAROL STREAM, IL 60197-4648

THINK GREEN®

Printed on  
recycled paper.

726-0109213-1726-8



RENTAL RATES	DAY	WEEK	MONTH
<b>DEHUMIDIFIER:</b>			
DRIZAIR EVOLUTION (15-GAL) (DRYWALL & MOISTURE)	50.00	135.00	405.00
DRIZAIR 2800 (30-GAL)	90.00	275.00	775.00
DRIZAIR TURBO DRIER (CARPET DRIER)	35.00	75.00	175.00
<b>ELECTRIC TOOLS:</b>			
EXTENSION CORD (12 GA)	5.00	10.00	20.00
EXTENSION CORD (8 - 10 GA)	10.00	20.00	40.00
PAVING BREAKER	75.00	225.00	600.00
<b>DEMOLITION HAMMER and 1-3/4" - 2" ROTO HAMMER</b>	<b>60.00</b>	175.00	400.00
1"- 1-5/8" ROTO HAMMER	50.00	125.00	250.00
1/2" - 3/4" HAMMER DRILL/ ROTO HAMMER	30.00	60.00	140.00
4" GRINDER	25.00	50.00	100.00
9" GRINDER/ 6" GRINDER	35.00	75.00	150.00
GRINDER W/DUST GUARD (4-1/2" - 9")	75.00	150.00	325.00
12" - 14" CUT-OFF SAW	60.00	150.00	300.00
14" ELECTRIC SAW W/WATER KIT ATTACHMENT	95.00	225.00	500.00
MAKITA 7" SAW W/DUST NOZZLE	40.00	80.00	175.00
RECIPROCATING SAW	25.00	50.00	135.00
MASTER SET HAMMER	25.00	50.00	100.00
MAGNETIC DRILL STAND	90.00	225.00	450.00
REBAR TIER	90.00	250.00	675.00
EPOXY GUN	15.00	35.00	50.00
<b>ROTO HAMMER BITS</b>			
UP TO 1 1/4"	10.00	20.00	45.00
1 1/2" TO 2" ( OR LONG BITS )	20.00	45.00	135.00
2" TO 3 1/2" CARBIDE CORE CUTTERS	30.00	75.00	225.00
4" TO 5" CARBIDE CORE CUTTERS	45.00	120.00	360.00
<b>FANS:</b>			
(36" - 42") STD. CIRCULATING	35.00	75.00	150.00
42" - 48" H.D. CIRCULATING	50.00	125.00	275.00



Page 8





## MEMORANDUM

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

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**DATE:** February 24, 2021

**TO:** City Council

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

**SUBJECT:** Wellhead Protection Program 2021

**RECOMMENDATION:**

Approval to amend the professional service agreement with Orchard, Hiltz, and McClement (OHM) Advisors of Livonia, Michigan, to provide additional facilitation and administration services for the Owosso Well Protection Plan in the amount of \$26,000.00.

**BACKGROUND:**

City of Owosso maintains six groundwater production wells, which are regulated by the Michigan Safe Drinking Water Act, 1076, PA 399, and the city of Owosso Wellhead Protection Program (WHPP) as revised and approved by the state of Michigan February 5, 2016. The WHPP requires local area stakeholders/committee members from neighboring municipal Townships, the city of Corunna, and Shiawassee County to meet. Committee members meet quarterly, and address and document compliance with approved WHPP guidelines, which is the minimum qualification for 50% Grant reimbursement for eligible WHPP expenses (including consultant fees) with the state of Michigan. WHPP grants are normally offered each year for eligible program costs.

Purchase Order No. 42983 was issued to OHM Advisors on February 5, 2020 not to exceed \$10,000.00, for the 2020 WHPP program year. Request additional funding to amend the 2020 WHPP program services, and fund the 2021 WHPP program year.

**FISCAL IMPACTS:**

These services will be expensed to the FY2020-2022 Water Fund Account 591-901-972.000.

**Document originated by:**

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution  
(2) OHM Proposal



**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1  
FOR WELLHEAD PROTECTION PLAN  
PURCHASE ORDER  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to provide Wellhead Protection Services Ground Water on February 5, 2020; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the Wellhead Protection Plan (WHPP) services to further develop local area WHPP initiatives and to meet and exceed regulatory compliance requirements for safe drinking water for the 2021 program year.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the purchase order entered into on February 5, 2020 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional engineering services in the amount of \$26,000.00 for providing ongoing engineering services for the 2021 WHPP year.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$26,000.00 as amendment No. 1 to P.O. 42983 issued February 5, 2020.
- THIRD: The above expenses shall be paid from FY2020-2021-2022 Water Funds Account 591-901-972.000.





# City of Owosso

301 W. Main Street  
Owosso, MI 48867  
(989) 725-0572  
www.ci.owosso.mi.us

## Purchase Order

PO Number: 000042983

Issued Date: 02/05/2020  
Expiration Date: 09/30/2020  
Department: 901  
Ordered By: GMChinavare  
Requisition #: 6213

Council Approved Date: N/A

### Vendor Info:

38232  
ORCHARD HILTZ & MCCLIMENT INC  
929 BRIDGEVIEW SOUTH  
SAGINAW, MI 48604

### Shipping Info:

CITY OF OWOSSO  
CITY HALL  
301 W MAIN ST  
OWOSSO, MI 48867  
Phone: (989) 725-0572

**Description:** WELLHEAD PROTECTION FACILITATION SERVICES/MGT STRATEGIES UPDATE-NOT TO EXCEED  
\$10,000.00

Quantity	Unit of Measure	Items Description/Item Info	Unit Price	Extended Price
1.000		WELLHEAD PROTECTION SERVICES	\$10,000.000	\$10,000.00
		591-901-972.000	\$10,000.00	
<b>Total:</b>				<b>\$10,000.00</b>

### TERMS AND CONDITIONS:

1. Documentation - Show our order number on all invoices, labels and shipping papers.
2. Invoice Address - Mail to City Hall, Attention: Accounts Payable
3. Sales and Use Tax - All sales are exempt
4. Purchase Order is VOID without proper insurance documentation on file with the City of Owosso for labor contracts.

For the City of Owosso

By:





January 4, 2021

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

RE: 2021 Wellhead Protection Proposal for Services

Dear Mr. Chinavare:

OHM Advisors (OHM) is pleased to provide this proposal for 2021 Wellhead Protection Services. Based on discussions with City staff, it is understood that the City wants to build on their 2020 Wellhead Protection efforts and is seeking professional services to guide this process.

### **PROJECT UNDERSTANDING**

The City would like to continue meetings with the Owosso Wellhead Protection Team on a quarterly basis throughout 2021. Goals for the Wellhead Protection Team include an updated Wellhead Protection Plan and the creation of a Wellhead Protection Viewer (WPV).

The City provides a water service within the City limits and to a limited number of water customers located outside City limits for a total of nearly 6500 customers. The City operates a 10 million gallon per day water treatment plant. The City maintains 75 miles of water mains, 2 elevated water storage tanks and a water booster station. The City's goal is to provide water service that meets all state and federal standards, with affordable rates and a high level of customer service and satisfaction.

### **SCOPE OF SERVICES**

The objective of OHM Advisors proposed scope of services is to update Owosso's Wellhead Protection Plan in accordance with the guidance provided by the Michigan Environment Great Lakes and Energy Department (EGLE) for Source Water Protection Plans. In addition, OHM will create a Wellhead Protection Viewer for the City and customer communities that will contain its Potential Contaminant Source Inventory (PCSI) in a searchable format.

The following scope of services is proposed for the City's consideration:

#### **Task 1 Update the Owosso Wellhead Protection Plan**

*January 2021 – October 2021*

OHM Advisors will coordinate and facilitate monthly, 90-minute meetings of the Owosso Wellhead Protection Team. OHM will coordinate the agendas, meeting invitations and provide meeting notes. Building on the work completed by the Wellhead Protection Team in 2020, OHM will facilitate the development of an updated Owosso Wellhead Protection Plan as outlined by the EGLE.





*Deliverable: Updated Wellhead Protection Plan*

*Fee: \$16,000*

### **Task 2: Create a Wellhead Protection Viewer**

*January -September 2021*

As part of the Owosso Wellhead Protection team meetings, OHM advisors will lead the Wellhead Protection Team and staff through the selection of the various publicly available data from the State of Michigan GIS portal which will best inform the risks to local drinking water. These layers will contain the information that will be the Potential Contaminant Source Inventory and will viewed by a public, custom, ArcGIS Online Wellhead Protection Viewer application. The Owosso wellhead protection areas will also be a layer within the Wellhead Protection Viewer. This will allow the user to continue to identify and prioritize areas for protection and cleanup and will also allow for informed decisions in other areas of each community including siting future wellfields and development. Because local aquifers do not follow political boundaries and developing this tool for cross jurisdictional inquiries will allow for expanded queries and better-informed decisions. The WPV will be a tool for local communities to use when making land use decisions that will ultimately protect groundwater and the environment thereby improving and protecting water quality for all.

*Deliverable: Regional PCSI incorporated into the Wellhead Protection Viewer.*

*Fee: \$10,000*

### **Task 3: Training of Local Municipalities & Utilities (Optional)**

*October -December 2021*

OHM will provide presentations to interested participating communities giving them an overview of the Wellhead Protection Teams efforts including the Wellhead Protection Plan updates and development of the WPV. The presentation will explain the purpose of the Wellhead Protection Plan and the content, structure, and capabilities of the WPV and how it can be applied to policy and operational decisions.

*Deliverable: Presentations to municipal elected and appointed officials and staff as requested. Fee per presentation \$1000*

### **ASSUMPTIONS AND CLARIFICATIONS**

The above-listed scope of services was prepared with the following assumptions: custom data and the WPV will be hosted on the Owosso ArcGIS Online account. Full access to modify content on the City's ArcGIS Online account is needed to generate the WPV.

### **SCHEDULE**

Assuming authorization by January 15, 2021, OHM Advisors proposes to submit the final deliverables to the City no later than December 15, 2021. As outlined in the Scope of Services, on-going involvement is needed from the City Staff and Wellhead Protection Team to maintain task progress and schedule.





### **COVID-19 DISCLAIMER**

As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The project schedule is made with the understanding that virtual meetings may be necessary. Our team, like the City, has adjusted our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as required resource agencies, and key staff illness that neither OHM Advisors nor the City have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the City's staff to develop a plan to deal with unforeseen issues.

### **FEE SCHEDULE**

OHM Advisors proposed to provide the above-outlined professional services on an hourly, not-to-exceed basis and shall not exceed the total amount based on the task breakdown shown below:

Task 1 – Update Owosso Wellhead Plan	\$16,000
Task 2 – Develop Wellhead Protection Viewer	\$ 10,000
<b>Total</b>	<b>\$ 26,000</b>
Task 3—Optional: Training Elected Officials/Staff	\$1,000/per community

### **SERVICES NOT INCLUDED**

The following task are not included in this proposal but can be provided on a time-and-materials basis upon the request of the City.

- ▶ The Wellhead Plan will be based on existing Owosso's existing wellhead protection area delineations and does not include any new modeling or delineations.
- ▶ Additional field verification or assistance.
- ▶ Additional field data collection.
- ▶ Other requested tasks, meetings, or efforts not outlined in the above scope of services.

OHM Advisors thanks you for the opportunity to provide professional services to the City. If there are any questions, please contact us directly. Should you find our proposal acceptable, please sign the authorization page below and return a copy of this signed proposal to us for our file.

Sincerely,  
OHM Advisors

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Christine V. Spitzley, AICP  
Project Manager

cc: Chuck Rolfe, OHM Advisors  
Jennifer Drinan, OHM Advisors  
Michael Cousins, OHM Advisors





**City of Owosso**  
**2021 Wellhead Protection Proposal for Services**

Accepted by: \_\_\_\_\_

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

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

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





## MEMORANDUM

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

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DATE: February 22, 2021

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Professional Engineering Services for 2021 Street Resurfacing Program

### RECOMMENDATION

Approval of the proposal provided by Fleis & Vandenbrink Engineering, Inc. in the amount of \$108,900.00, for construction surveying and construction administration services for the 2021 Street Resurfacing Program.

### BACKGROUND

The City of Owosso is preparing plans to resurface some of its streets during the 2021 construction season. On February 16, 2021, the City received proposals from three of its four QBS selected firms. Professional engineering services are required for construction survey and construction administration services. These services are necessary for quality control and construction oversight of the project. All proposals were evaluated, with Fleis & Vandenbrink Engineering, Inc. considered the most qualified firm to perform these services. Evaluation of qualifications is based on, 1) Firm's history & capabilities to perform similar projects, 2) Key personnel, 3) Performance measures, and 4) Pricing. A copy of Fleis & Vandenbrink Engineering, Inc. proposal can be provided upon request.

Competing firms listed in ranked order with pricings were:

- ENG Engineering & Surveying proposal \$105,272.00
- OHM Advisors proposal \$233,078.00
- Spicer Group None submitted

### FISCAL IMPACTS

Funds for the above proposed services in the amount of \$108,900.00 will be issued from the 2016 Unlimited Obligation Street Bonds proceeds, and other funds as appropriated.

ENCLOSURES: (1) Resolution awarding contract to Fleis & Vandenbrink Engineering, Inc.  
(2) RFP 2021 Street Program  
(3) Maps of Project Area



**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES WITH  
FLEIS & VANDENBRINK ENGINEERING, INC  
FOR THE 2021 STREET RESURFACING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the necessary resurfacing of various streets as outlined within its RFP for professional engineering services; and

WHEREAS, this project requires the services of a professional engineering firm; and

WHEREAS, the City sought proposals from its QBS list of firms to perform such work; and

WHEREAS, Fleis & Vandenbrink Engineering, Inc. is selected as the most qualified firm to perform such work and offers to complete construction survey and construction administration services of said project in return for compensation in an amount not to exceed of \$108,900.00.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of Fleis & Vandenbrink Engineering, Inc. to provide professional engineering services for the 2021 Street Resurfacing Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents as an Agreement for Professional Engineering Services between the City of Owosso, Michigan and Fleis & Vandenbrink Engineering, Inc.
- THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$108,900.00 to Fleis & Vandenbrink Engineering, Inc. upon successful completion of stated work.
- FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds Acct Nos. 203-451-818.000, and other funds as appropriated.



# **REQUEST FOR PROPOSAL CITY OF OWOSSO 2021 STREET PROGRAM**

## **BACKGROUND:**

The city of Owosso proposes some street improvements for the 2021 construction season. The work will be performed under two separate construction contracts altogether funded by internal city funds. Work scope will be combination of water main, sanitary sewer, storm sewer, and road construction. All work will be done in conformance with AWWA, MDOT, and EGLE standards; with exception(s) clearly written into the construction contract. The Consultant will perform civil site survey as called for within this RFP. The Consultant will also perform construction administration services as called for within this RFP. The Consultant will coordinate work activities and construction methods with the City Engineer. The City will perform engineering design, utility coordination, prepare contract documents, advertise and receive contractor bids, and sign contracts with successful bidders. The City will secure MDOT, EGLE, and soil erosion permits in advance of construction. Please refer to the attachments for mapped project sites. Projects and scope of work are as follows:

1. Washington Park Smart Homes Development (Washington Park); Please refer to the Project Site Map. Project site is Washington Street from North Street northerly 700'. Scope of work is new water main, new sanitary sewer, storm structures replacement, road reconstruction; altogether with related work. Water main work includes a looped section of new water main along Wesley Street from Washington Street westerly 700' to Water Street. Estimated construction costs are: \$302,000 (water main); \$263,000 (sanitary sewer); and \$80,000.00 (road and storm structures). The new road section will be combination of geotextile separator, crushed limestone, and HMA pavement construction. Construction schedule calls for work to begin July 12, 2021 and continue through October 1, 2021 when HMA Leveling Course and shoulder work are to be completed. Then work will be suspended and resume sometime Spring, 2022 to complete the HMA Top Course. Topographic survey is already done. Geotechnical investigation is already done. City staff is designing the project. Private utilities have been contacted and are considering whether to do any of their work in advance of construction. Consultant will attend pre-construction meeting, then provide Construction Administration Services throughout the construction period. Consultant will be responsible for layout and alignment survey services during all construction phases of the Contract.
2. 2021 STREET PROJECTS; Please refer to the Project Site Map. Scope of work is road rehabilitation (3R) that includes; select storm structure replacement, select ditching, pavement crush and shape with stabilization, intersection improvements that include ADA sidewalk ramps, and HMA pavement construction; altogether with related work. Estimated construction cost is \$500,000.00. Topographic survey is done for some work sites. The Consultant shall perform Topographic Survey for remaining sites, in Total Station format. Work sites that require Topographic Survey from the Consultant are Garfield



Ave., Lincoln Ave., McMillan Ave., and Park Street. Topographic Survey package for all required work sites must be delivered to city staff within 30 calendar days after award. Consultant will attend pre-construction meeting, then provide Construction Administration Services throughout the construction period. Consultant will be responsible for layout and alignment survey services during all construction phases of the Contract.

### **SERVICES REQUESTED FROM THE CONSULTANT**

1. **TOPOGRAPHIC SURVEY SERVICES:** Consultant shall provide Topographic Survey services for select locations of the 2021 Street Projects. Base maps will be provided so as to establish stationing. Topographic Survey shall follow normal civil engineering procedures and be in Total Station format along with processing and mapping enhancements so as to provide a turn-key AutoCad product that is ready for civil engineering plan development.
2. **CONSTRUCTION ADMINISTRATION SERVICES:** Consultant shall provide full Construction Administration Services for all projects of this RFP. Construction Administration Services shall include: Utility coordination; Construction layout and alignment survey; Construction observation and reporting; Materials testing, density control, and reporting; Project record keeping; Processing of contractor payment requests to City Engineer, Processing of construction modifications to City Engineer; General oversight and supervision of contractor's work; Administering citizen requests or complaints; Reporting field matters to City Engineer; altogether with related construction administration services not specifically listed herein. At project completion, Consultant shall provide project close-out services and produce all final documents and files to City Engineer in suitable electronic format.

### **SCHEDULE AND BUDGET**

Each project will have its own schedule:

The Washington Park construction schedule will commence July 12, 2021 and continue through October 1, 2021 when HMA Leveling course and shoulder work are to be completed. Then work will resume sometime Spring, 2022 to complete the HMA Top Course. The City of Owosso restricts construction work as 7:00 am to 7:00 pm, Monday through Saturday, with no work allowed on Sunday or national holidays. Consultant is advised to build construction administration budget based upon understanding that the project will require variable amount of hours per week that may sporadically include overtime hours.

The 2021 Street Projects will commence no sooner than August 16, 2021 and continue through its completion on or about October 29, 2021. Please refer to the attachment for proposed work site locations. The City of Owosso restricts construction work as 7:00 am to 7:00 pm, Monday through Saturday, with no work allowed on Sunday or national holidays. Consultant is advised to build construction administration budget based upon



understanding that the project will require an estimated block of three weeks construction observation services sometime between these construction contract dates.

### **ADDITIONAL SERVICES**

Any additional services after acceptance of proposal will be administered as a Contract Amendment that must be approved by City Council, and change ordered to Consultant's Purchase Order, prior to the start of any additional work.

### **REQUIREMENTS:**

Scope of services shall be performed in compliance with:

1. MDOT standards, procedures, and City oversight.
2. EGLE and City of Owosso standards.
3. SESC guidelines and procedures.

### **ATTACHMENTS AND REFERENCES:**

The following attachments and references are part of this proposal:

1. Master Agreement between the City of Owosso and Consultant: by reference.
2. MDOT 2012 Standard Specifications for Construction, its Standard Plans, its policies and procedures for field inspection and materials testing; all by reference.
3. EGLE, AWWA, and City standards for water main construction; all by reference.

### **COMPENSATION FOR SERVICES:**

The City agrees to pay the Consultant as full compensation for services rendered as set forth in this contract in the form of Cost-Not-To-Exceed as agreed upon under the Contract. Periodic progress payments shall be made on a monthly schedule, based upon Consultant's effort. Additional compensation must be agreed to between both parties, in advance as stated in the Additional Services section of this RFP.

### **SUBMITTALS EXPECTED FROM CONSULTANT:**

Consultant must submit four (4) copies of written proposal for the **2021 Street Program** to the City of Owosso's contact person no later than 3:00 p.m., Tuesday, February 16, 2021 to be considered. Please note City Hall is currently closed to the general public as required under Executive Order and will remain closed for an indefinite time period. Any personal delivery of RFP package must be coordinated two calendar days in advance of delivery. Please include within your proposal, a brief letter of understanding and scope of services that will be performed under this agreement. Please include information regarding firm background and experience relative to this project's scope of work. Please include any specialized knowledge and qualifications that are specific to this project. Consultant's proposal should include:

1. Consultant's team members and role.
2. Consultant's familiarity with projects of this type with examples (three maximum) of similar projects.
3. Consultant to affirm that given current workload and current capacity, how it may accomplish the project within the required time period.



4. Level of Effort Estimate with classification and hour distribution of each team member, in tabular form.
5. Consultant may expect receiving its Notice-to-Proceed on March 5, 2021.
6. Cost Proposal in the form of Lump Sum, identifying all costs for services offered as outlined in this proposal, plus any other anticipated costs (list as supplemental or optional) that Consultant believes should be added to complete services to the City. Cost Proposal must be subdivided into three categories as follows:
  - a. **Washington Park-Construction Administration Services**
  - b. **2021 Street Projects-Topographic Survey Services**
  - c. **2021 Street Projects-Construction Administration Services.**

### **SELECTION PROCESS**

A Committee of city staff will evaluate and rank Consultant's proposals. Each proposal will receive scores as outlined in the following format. The most qualified Consultant will be established and the Committee will make its recommendation to City Council for award.

### **ISSUING OFFICE:**

This RFP for the **2021 Street Program** is issued by the City's Department of Public Services. All correspondence, questions, and additional information regarding the RFP shall be addressed in written form and submitted no later than seven (7) days prior to the proposal letting date to:

Mr. Randy J. Chesney, City Engineer  
City of Owosso  
City Hall, 301 W. Main Street  
Owosso, MI 48867  
(989) 725-0550 (office)  
[randy.chesney@ci.owosso.mi.us](mailto:randy.chesney@ci.owosso.mi.us)

All responses to written questions will be made available to all four firms that are asked to submit proposals. Written proposals (total of four copies) must be sealed and delivered to the Department of Public Service no later than the date indicated within this RFP.



### **SELECTION AND AWARD PROCESS:**

The following table will be used by the City's Selection Committee. The Consultant is advised that proposals will be weighed as illustrated herein. Therefore, the Consultant is advised to submit proposals that fully address selected criteria so as to gain a maximum score of 150 points from each committee member. The combined scores of the committee members will be used to establish the successful proposal. The City, at its sole discretion, may choose to interview the top rated firm at a future date. The following evaluation sheet will be used to determine which consultant's proposal is 'In the Best Interest of the City':

Firm: \_\_\_\_\_

<u>Selection Criteria</u> <u>Score</u>	<u>Rating (1-5)</u>	x	<u>Weight</u>	=
1. Firm's History and Capability to Perform Required Services:	_____	x	5	_____
a. List of Sub-Consultant's (If any).				
b. Design Services Experience (If Applicable)				
c. Construction Administration Experience.				
d. Quality Control Experience.				
2. Evaluation of Firm's Key Personnel:	_____	x	10	_____
a) Experience of Key Members.				
b) Familiarity with Similar Projects.				
3. Performance Measures:	_____	x	5	_____
a. Ability to Meet Schedule.				
b. Project Budget Control.				
c. Firm's performance on previous City of Owosso projects.				
4. Firm's Pricing Proposal:	_____	x	10	_____
a. Understanding of Cost-Not-to-Exceed.				
b. Past practice experience on previous projects.				
c. Assurance that Current Pricing Will Fulfill Services.				
Total Score				_____

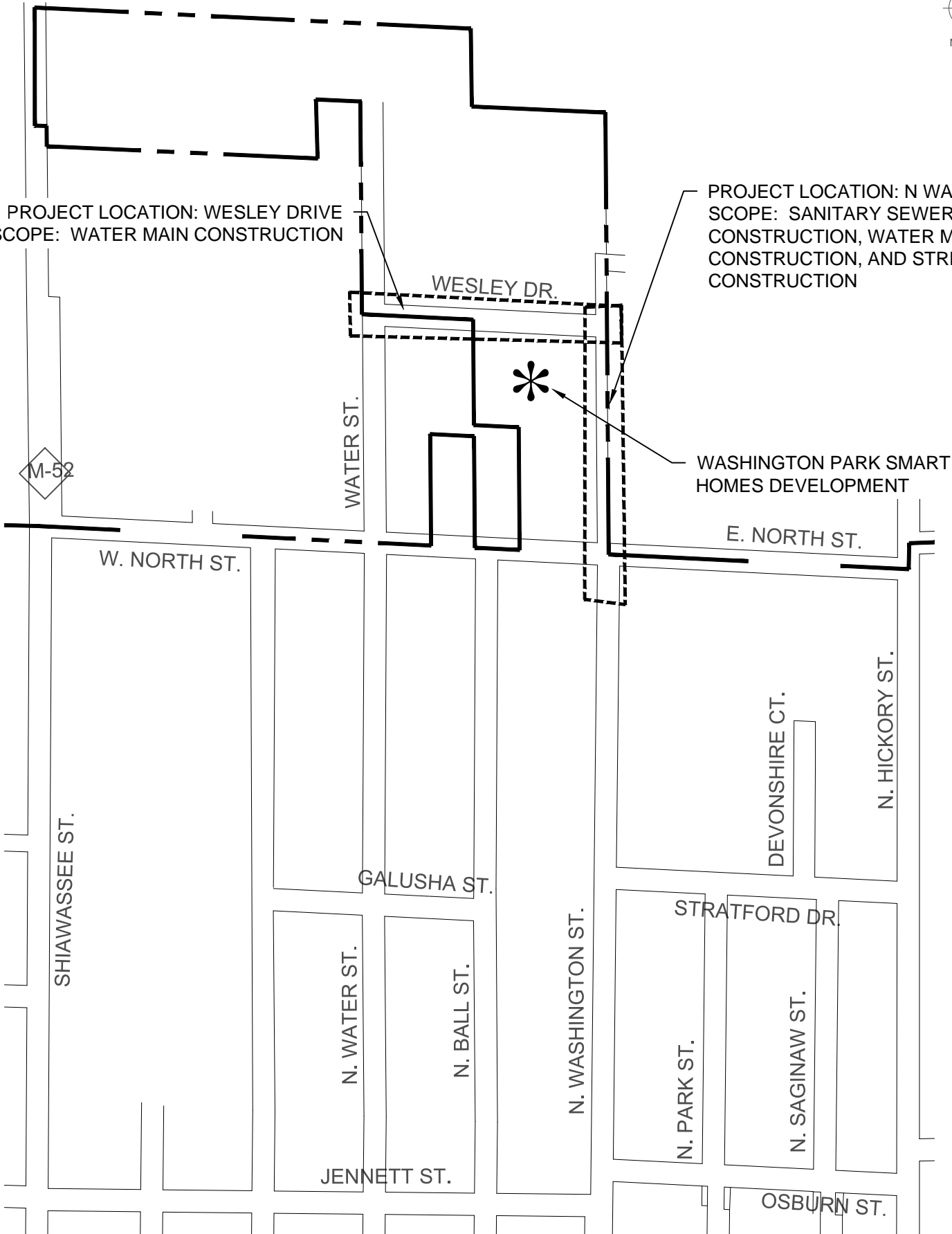


# WASHINGTON PARK PROJECT

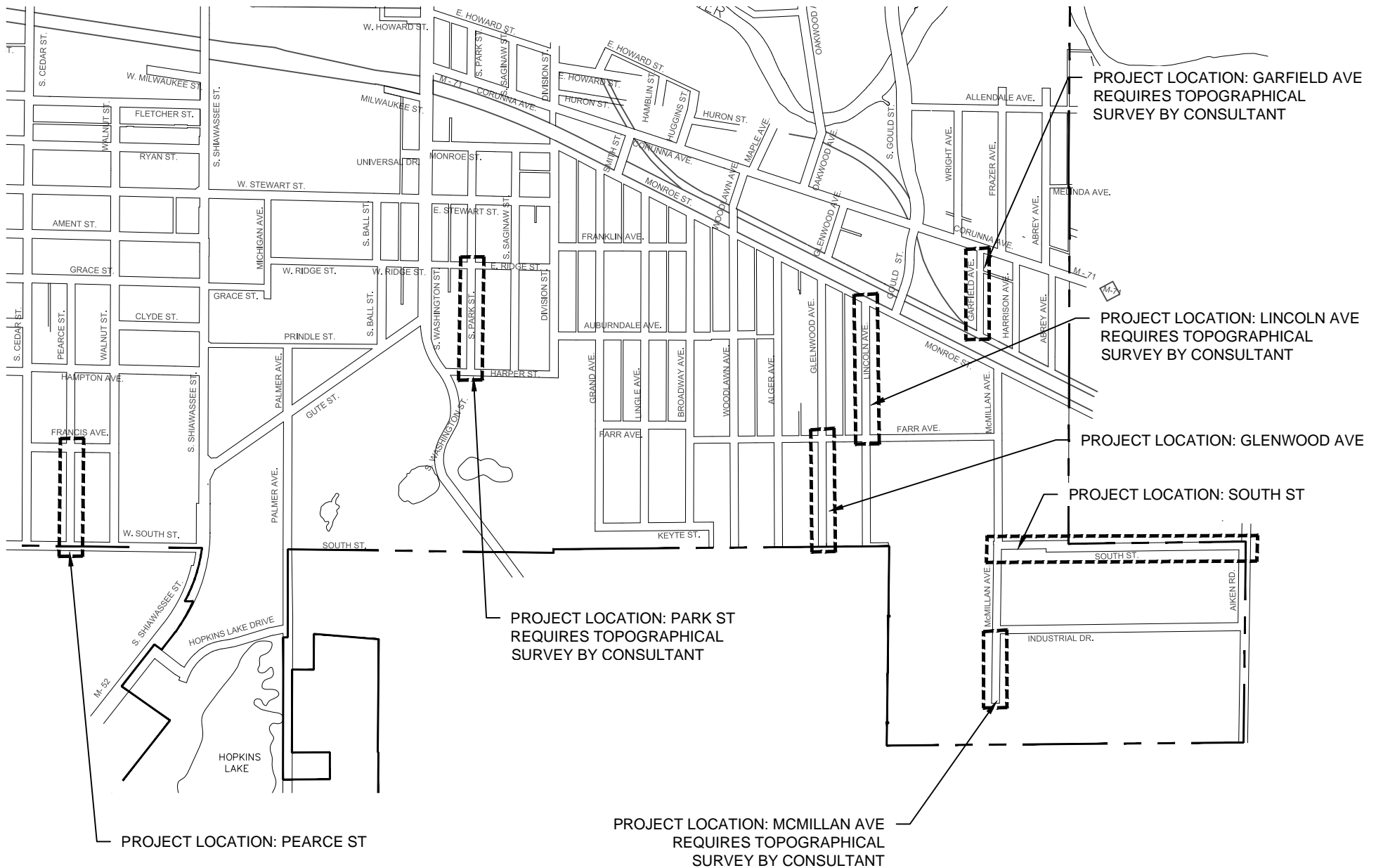


PROJECT LOCATION: WESLEY DRIVE  
SCOPE: WATER MAIN CONSTRUCTION

PROJECT LOCATION: N WASHINGTON ST  
SCOPE: SANITARY SEWER  
CONSTRUCTION, WATER MAIN  
CONSTRUCTION, AND STREET  
CONSTRUCTION











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

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DATE: 3.1.21  
TO: CITY COUNCIL  
FROM: CITY MANAGER  
SUBJECT: Purchase Agreement - Sale of McMillan St City Property to

**BACKGROUND:**

Leaf Releaf Labs, LLC offered to purchase 1.5 acres of industrial zoned property immediately west of 1500 McMillan Avenue. The 21 day posting period required by the City Charter for such offers on real property has expired with no other offers for the land. The purchase agreement includes a 60 day inspection period.

**RECOMMENDATION:**

Staff recommends finalizing the sale of this 1.5 acres to Leaf Releaf Labs, LLC in the amount of \$10,000 via execution of this purchase agreement between Leaf Releaf and the City of Owosso.



**RESOLUTION NO.**

**RESOLUTION APPROVING PURCHASE AGREEMENT FOR 1.5 ACRES OF  
CITY-OWNED PROPERTY NEAR 1500 MCMILLAN AVENUE  
WITH LEAF RELEAF LABS, LLC**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, received an offer to purchase 1.5 acres of parcel # 050-553-000-009.00, described as BEG AT PT S 01°29'00" W ON E LN SEC 30 660.22' & S 90°00'00" W 2195.35' FROM NE COR OF SD SEC 30 - CONT W 445.36' - S 816.61' - E 2642.43' - N 417.22' - W 1870.35'-N 290' - W 325' N 01°20'00" E 225' TO POB, for \$10,000; and

WHEREAS, the City of Owosso published the offer for 21 days in accordance with City Charter provisions governing sale of City-owned real estate not being actively marketed; and

WHEREAS, the 21 day posting period has expired with no additional offers submitted; and

WHEREAS, the property is currently zoned Light Industrial I-1; and

WHEREAS, Leaf Releaf Labs, LLC desires to add onto the existing building at 1500 McMillan Avenue.

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, Purchase Agreement between the City of Owosso, Michigan and Leaf Releaf Labs, LLC up to the amount of \$10,000.

SECOND: The above revenue shall be paid to the General Fund, account number 101-000-671.694



## ASSIGNABLE REAL ESTATE PURCHASE AGREEMENT

Page 1 of 13

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the last date both Parties below have executed this Agreement (the "Effective Date"), by and among the City of Owosso (the "Seller"), and Leaf Releaf Labs LLC, a Michigan Limited Liability Company (the "Buyer"). Buyer and Seller are sometimes referred to individually as a "Party" and together as the "Parties."

### RECITALS

A. Seller owns certain real property located in the city of Owosso, County of Shiawassee, State of Michigan, commonly known as: Approximately **1.5** acres (One and One Half Acres) located West of 1500 McMillan Avenue, Owosso MI 48867 (the "Real Property"), as more particularly described on **Exhibit A** attached hereto.

B. Buyer is desirous to buy from Seller and Seller is desirous to sell the Real Property under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration, Buyer and Seller agree as follows:

### AGREEMENT

1. PURCHASE AND SALE. Subject to the terms and conditions herein contained, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's interest in the following property, subject to easements, zoning, restrictions and other matters of record concerning the Real Property (collectively the "Property"):

(a) All buildings, structures and improvements now or hereafter located or erected on the Real Property (collectively the "Buildings") (if any); and

(b) All right, title and interest of Seller in and to: (i) all public or private streets, roads, or alleys, adjoining or abutting the Real Property; (ii) any and all strips and gores of land adjoining the Real Property; and (iii) all the estate, rights, privileges, easements and appurtenances belonging or in anywise appertaining to the Real Property or the Buildings.

2. PURCHASE PRICE: DEPOSIT.

(a) The purchase price for the Property shall be Ten Thousand and 00/100 (\$10,000.00) Dollars (the "Purchase Price"). The Purchase Price shall be subject to such pro-rations, credits, allowances or other adjustments as provided for in this Agreement.



(b) The Purchase Price plus or minus any adjustments permitted herein, shall be paid in full at closing by wire transfer.

(c) Within ten (10) days of its receipt of a fully executed copy of the Agreement from the Seller, Buyer shall deposit with \_\_\_\_\_ Title Agency, \_\_\_\_\_, Owosso, Michigan 48867 (the "Title Company" or "Escrow Agent"), the amount of Fifteen Hundred and 00/100 (\$1,500.00) Dollars (the "Deposit"), as an earnest money deposit to be applied toward the Purchase Price due and payable by Buyer to Seller under this Agreement or released as otherwise provided in this Agreement.

3. TIME OF CLOSING/PLACE OF CLOSING. The closing shall take place within thirty (30) days after expiration of the Inspection Period, or any extension thereof, or Buyer providing Seller written notice that Buyer is satisfied with Buyer's inspections and ready to conduct closing ("Notice to Proceed"), whichever is earlier, (the "Closing Date"). The Closing shall take place at the office of the Title Company, or such other place or places as may be agreed between the Parties.

4. COMMITMENT FOR TITLE POLICY AND SURVEY

(a) Within ten (10) days following the Effective Date, Seller shall procure and deliver to Buyer (together with a copy of all exceptions) a complete commitment for an owner's extended policy of title insurance on a 2006 jacket (the "Title Commitment") issued by the Title Company in an amount equal to the Purchase Price. Buyer will pay the premium for the Title Company to deliver to Buyer at the Closing a "marked up" title commitment (or, at Buyer's election, a pro forma owner's title insurance policy) for an owner's policy of title insurance showing title in the manner required hereunder: (i) with standard exceptions; and (ii) in the amount of the Purchase Price (the "Title Policy"). In the event that Buyer desires to have a title insurance policy without standard exceptions, the cost of the survey required for the Title Company to provide a title insurance policy without standard exceptions shall be borne by Buyer, as set forth below in 4(b). Seller will cooperate in providing the Title Company with an owner's affidavit to Seller's knowledge, without investigation, and any other reasonable documentation in its possession or control needed to remove the standard exceptions on the title commitment, to the extent such affidavit and documentation do not add to, expand or extend Seller's representations in this Agreement. The cost of the title search, the issuance of the Title Commitment and the issuance of the Title Policy shall be Buyer's expense, however, the cost of any endorsements to the Title Policy that "insure over" defects in Seller's title or otherwise cure Buyer's objections to title, or the cost of any other endorsements to **the Title Policy which Buyer** desires that are available at an additional expense shall be at Buyer's cost.

(b) Buyer shall procure, at Buyer's cost, an ALTA/ACSM survey of the Property (the "Survey"). Seller has disclosed at the time of this Agreement that it does not have an ALTA/ACSM or other survey of the Property which was prepared prior to the Effective Date.



The legal description of the Property as set forth in the Title Commitment shall be used in all conveyance documents. Buyer shall have not less than 90 (NINETY) days from the Effective Date to obtain a satisfactory Survey.

5. TITLE OBJECTIONS. Buyer shall have fourteen (14) days after Buyer's receipt of the Title Commitment with complete, legible copies of the underlying documents within which to deliver written notice to Seller of any objections to the status of Seller's title to the Property. If any such objection(s) to the Title Commitment are timely made, Seller shall have fifteen (15) days from the date such written objections have been delivered to Seller to: (i) remedy the objections to Buyer's satisfaction (or agree in writing to have same remedied at or before Closing); (ii) obtain title insurance over the objections satisfactory to Buyer; or (ii) terminate this Agreement, and the Deposit shall be returned to Buyer, in which event neither Party shall have any further liability to the other except for those liabilities that survive termination as provided herein. Notwithstanding the foregoing, Buyer shall have the right, within fifteen (15) days after Seller's termination of this Agreement as provided above in this Section, to waive in writing such objections and continue this Agreement in force. If Seller does not terminate this Agreement or agree in writing to have such objections remedied at or before Closing, then if Seller is unable to remedy the objections or obtain title insurance over the objections within Seller's fifteen (15) day period specified above, then, (unless Buyer chooses to waive such objections during its fifteen (15) day period to so waive above), Buyer may, at its option, upon written notice to Seller given within fifteen (15) days of the expiration of Seller's period above, terminate this Agreement, and the Deposit shall be returned to Buyer, in which event neither Party shall have any further liability to the other under this Agreement, except as set forth in herein. If Buyer does not terminate this Agreement, it will be deemed to have accepted such title matters objected to and the same shall be Permitted Exceptions as defined herein. If, within the time period specified above, Seller remedies the objections or obtains title insurance over the objections reasonably acceptable to Buyer, Buyer agrees to proceed under the terms of this Agreement, subject to the satisfaction of the remaining contingencies and the remaining conditions to Closing set forth herein. All easements, restrictions and other matters of record; public and utility easements; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes not yet due and payable; special and other assessments for improvements not yet completed, any matter disclosed on the Title Commitment or the Survey which Buyer has not objected to, has been remedied by Seller as provided above or with respect to which objection has been waived or deemed accepted by Buyer, shall be deemed "Permitted Exceptions." No interest of any tenant or other occupant shall be considered a Permitted Exception (except for such leases that will be terminated at or before Closing) and Buyer shall be deemed to have objected thereto (whether or not written notice of such objection is provided). If the Title Commitment is substantively amended or supplemented with new exceptions (not as a result of Buyer's acts) after Buyer has submitted its objections (except for taxes and/or installments of assessments becoming due or lien), the same time periods, procedures and notices for objections and clearance of title shall apply to new matters disclosed thereby.



6. POSSESSION. Seller shall deliver, and Buyer shall accept, possession of the Property at Closing free of any and all tenants or other occupants; and in connection with such delivery, Seller shall give Buyer all keys, access codes and cards, security codes and the like to the Property and the Buildings (if any).

7. TAXES. ASSESSMENTS. PRORATED ITEMS RECORDING FEES.

(a) Any real property taxes shall be prorated and adjusted, Buyer to have the last day, to and including the Closing Date. Real property taxes shall be prorated according to the custom in the locality where the Property is located.

(b) Water bills and sewer bills and other utility charges, rates, rents, and other costs shall be paid by Seller up to, but not including, the Closing Date, and an escrow shall be created for same at Closing, or in lieu thereof, final reading(s) and billing(s) to Seller shall occur on the Closing Date, with Buyer responsible for the Closing Date.

(c) Any transfer taxes relating to the sale of the Property shall be paid by Buyer on the Closing Date and both Parties agree to execute any tax forms required in connection therewith.

(d) Buyer shall pay all recording fees for the Warranty Deed (as defined herein), and Seller shall pay all recording fees with respect to any documents required to be recorded in order to permit Seller to convey to Buyer title to the Property in the condition as required hereunder.

8. INSPECTION PERIOD. Buyer shall have Sixty (60) days following the Effective Date (the "Initial Inspection Period") to inspect and investigate the physical condition of the Buildings and all other aspects of the Property, including any Environmental Inspections, the feasibility of zoning and licensing requirements for Buyer's intended use, at Buyer's sole cost and expense. Buyer shall provide reasonable advance notice to Seller by telephone of Buyer's on-site inspections and investigations, and Buyer shall schedule such inspections during non-business hours if requested by Seller. Seller agrees to cooperate fully with Buyer's reasonable requests for information, data, documents, and access to the Property as necessary or desirable for Buyer's due diligence. Buyer's obligations under this Section shall survive any termination of this Agreement. The Deposit is refundable until 45 days after the effective date in which event 50% would then become non-refundable. The full Deposit would become non-refundable after Sixty (60) days.

The Buyer may extend the Initial Inspection Period one (1) time for an additional period of Thirty (30) days (the "Extension Period" and, together with the Initial Inspection Period, the "Inspection Period") by providing Seller written notice via electronic mail, certified mail or facsimile prior to the expiration of the then current Inspection Period or Extension Period.



9. CONDITIONS PRECEDENT.

(a) Buyer's obligation to purchase the Property and to pay the Purchase Price and to make the closing deliveries required under this Agreement is expressly subject to the satisfaction of the following conditions precedent:

(i) On the Closing Date, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant to have been performed by Seller under this Agreement within the time specified.

(ii) On the Closing Date, there shall be no litigation, arbitration, administrative hearing and/or proceeding pending, seeking: (A) to enjoin the consummation of the transactions contemplated hereunder or cause the transactions contemplated hereunder to be rescinded after consummation thereof; (B) to recover title to the Property, or any part thereof or any interest therein; or (C) to enjoin the violation of any law, rule, regulation, restrictive covenant or zoning ordinance on the Property.

(iii) Buyer shall have received all such instruments and documents as Buyer's counsel shall reasonably require and timely request to the extent same are customary in transactions of this kind to establish the power and authority of Seller to execute and deliver this Agreement and to carry out Seller's obligations hereunder.

(iv) Seller shall have made all of the closing deliveries required under the terms of this Agreement.

(v) Buyer shall have obtained all local municipal approvals for Buyer's intended use under terms and conditions acceptable to Buyer.

(vi) Buyer accepts the Property "AS IS" including any pre-existing piles, heaps, and/or mounds of earth, dirt, soil, aggregate, rocks, stones, and the like.

(vii) Buyer shall have received an Environmental Inspection Phase II report in respect of the Property from an independent qualified professional.

Buyer may, at its election, waive any of the foregoing conditions precedent set forth above, and proceed with the Closing of the transaction contemplated by this Agreement. In the event that Closing has been consummated, then all remaining unsatisfied conditions precedent shall be deemed to have been waived.

(b) Seller's obligation to sell the Property and to make the closing deliveries required under this Agreement is subject, without limitation, to the satisfaction of the following conditions precedent:



(i) Payment of the Purchase Price by Buyer to Seller on the Closing Date, plus or minus any prorations or adjustments applicable herein.

10. CLOSING DOCUMENTS.

(a) On the Closing Date, Seller shall deliver the following (which shall be executed by Seller, and such other party, or parties, as may be designated therein, and where required acknowledged):

(i) A Warranty Deed (the "Deed") conveying the Property to Buyer, together with a Real Estate Transfer Tax Valuation Affidavit (the "RETTVA") with respect to the Property;

(ii) A certificate of Seller confirming the truth and correctness of all representations and warranties of Seller set forth in Section 15(a) hereof from the Effective Date to, and as of, the Closing Date;

(iii) A closing statement and such other documents as may be reasonably required by the Title Company; and

(iv) All keys to the Buildings (if any).

(b) On the Closing Date, Buyer shall deliver the following:

(i) The Purchase Price to the Seller.

(ii) A closing statement and such other documents as may be reasonably required by the Title Company.

11. DEFAULT; TERMINATION. In the event of a default by Buyer under this Agreement, following the expiration of ten (10) days' advance notice and opportunity to cure, Seller shall be entitled to terminate this Agreement, whereupon the Deposit shall be paid to Seller as agreed upon liquidated damages as Seller's sole and exclusive remedy and neither Party shall have any further liability to the other under this Agreement, except for those liabilities that survive termination. In the event of a default by Seller hereunder following the expiration of ten (10) days' advance notice and opportunity to cure, Buyer shall be entitled to elect one of the following remedies as its sole and exclusive remedy: (a) termination of this Agreement and the return of the Deposit to Buyer or (b) the right to seek specific performance. A default by Buyer or Seller under any of the Transaction Agreements constitutes a default by such Party under all Transaction Agreements.

12. NOTICES. Any notice, demand, or other communication required to be given or to be served upon any Party hereunder shall be in writing and delivered to any method below via electronic mail, certified mail, facsimile or in person.



To Seller: Mr. Nathan Henne, City Manager  
City of Owosso  
301 West Main  
Owosso MI 48867

To Buyer: Leaf Releaf Labs LLC  
1129 N Washington Avenue  
Lansing MI 48906

With a copy to: James R. McGillie, Esq  
The Covert Law Firm, PLLC  
1129 N Washington Avenue  
Lansing MI 48906  
Tel: (517) 512-8364  
Email: [james@covertlawfirm.com](mailto:james@covertlawfirm.com)

13. GENERAL PROVISIONS. The pronouns and relative words herein used are written in the masculine and singular only. If more than one person or entity joins in the execution hereof as Seller or Buyer, or either Party is of the feminine sex or an entity, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective Parties.

14. ADDITIONAL DOCUMENTS. Each Party agrees to execute any additional documents reasonably requested by the other Party to carry out the intent of this Agreement.

15. SELLER'S AND BUYER'S REPRESENTATIONS, WARRANTIES AND DISCLOSURES.

(a) Seller represents, warrants and discloses to Buyer that:

- (i) Seller owns the Property and has all rights to sell the Property.
- (ii) Seller has not received any written outstanding court order, writ, injunction or decree of any court, arbitration panel or governmental agency affecting Seller which restricts the ability of Seller to sell the Property to Buyer in accordance with the terms of this Agreement.
- (iii) Seller has received no written notice of any pending or threatened condemnation of the Property.
- (iv) From the Effective Date to the Closing Date, Seller shall not transfer any of the Property, grant any options to purchase in connection therewith or related thereto, or affirmatively create any easement or mortgage the Property.



(v) There are no leases, service contracts, management agreements or other similar contracts, to which Seller is a party to with respect to the Property.

(vi) Seller has not been served with any written notices of intention to claim a construction lien against the whole or any part of the Property.

(vii) There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any debtor relief laws filed by Seller with respect to the Property.

(viii) Neither this Agreement, nor any document or instrument to be signed by Seller in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make each statement contained herein or therein not materially misleading.

(ix) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder.

(x) Seller has good and marketable title in fee simple to the Property. The Property has not been assigned or conveyed to any party.

(xi) There are no judgments presently outstanding and unsatisfied against Seller or the Property. Neither Seller nor the Property is involved in any litigation at law or in equity, or any other proceeding before any court, or by or before any governmental or administrative agency, whether relating to the transaction contemplated hereby or otherwise, and no such litigation or proceeding is threatened or pending but not yet served against Seller or the Property.

(xii) The Buyer will conduct inspections of the Property and is accepting it AS IS. All installations, repairs, alterations or any other work done or being done to the Buildings, and all fixtures included in the sale, have been paid in full.

(b) Buyer represents, warrants and discloses to Seller:

(i) (A) Buyer is an entity in good standing under the laws of the State of Michigan.

16. OPERATION OF THE PROPERTY From the Effective Date through the Closing Date, Seller shall:

(a) Operate the Property as it has historically operated it and in accordance with applicable laws.



(b) Keep and maintain in full force and effect similar insurance coverage with regard to Seller and/or the Property as Seller maintains as of the Effective Date.

(c) Subject to the provisions herein upon a casualty prior to Closing, keep and preserve the Property in substantially the same condition than existing as of the Effective Date.

(d) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, enter into any lease or other agreement with respect to the Property which will extend in force beyond the Closing Date and which binds Buyer or the Property thereafter.

(e) Not, without obtaining the prior written consent of Buyer which consent may be withheld by Buyer in Buyer's sole and absolute discretion, initiate a change in the zoning applicable to the Property.

(f) Cooperate with Buyer in connection with any licenses, permits or other applications or approvals that Buyer may need to make with any local governmental agencies in connection with Buyer's use of the Property after the Closing Date, provided same are not effective until after Closing and are not binding upon Seller and except that Seller need not incur any expense for such cooperation.

(g) Provide Buyer with prompt written notice of any claims, litigation, arbitration, administrative hearings, proceedings or investigations relating to the Property of which Seller receives written notice delivered to it after the Effective Date.

(h) Pay all utility charges and other service charges accrued through the date of closing.

17. Purposely omitted.

18. SECTIONS AND OTHER HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. TIME. In computing any period of time prescribed by the terms of this Agreement, the day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday (i.e., not a "Business Day"), in which event the period shall run until the end of the next day which is a Business Day. In the event any day on which any act is to be performed by Seller or Buyer under the terms of this Agreement is not a Business Day, the time for the performance by Seller or Buyer of any such act shall be extended to the next day which is a Business Day.



20. WAIVER. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

21. EMINENT DOMAIN. If before Closing all or any part of the Property is taken by eminent domain, Buyer may terminate this Agreement, whereupon the Deposit shall be returned to Buyer. If Buyer does not terminate, this Agreement will remain in effect and Seller will assign to Buyer all of Seller's rights to receive any awards that may be made for such taking.

22. RISK OF LOSS. Risk of loss to the Property from casualty shall be borne by Seller until the Closing and Seller shall be entitled to all insurance proceeds from any such loss (subject to the following). If the Property or any such part thereof is substantially damaged or destroyed as a result of such casualty, Seller shall immediately notify Buyer and Buyer may elect in a writing delivered to Seller within ten (10) Business Days thereafter to: (a) proceed with the Real Estate Transaction and be entitled to an assignment of all net insurance proceeds paid to Seller as a result of such casualty, less any costs of restoration incurred and paid for by Seller; or (b) terminate this Agreement, whereupon the Deposit shall be returned to Buyer and the Parties shall have no further liability to each other, except as set forth herein. If Buyer fails to make an election within ten (10) Business Days after receipt of Seller's notice of such casualty, Buyer shall be deemed to have elected to proceed with the Real Estate Transaction pursuant to clause (a) of this Section.

23. ASSIGNMENT OF PURCHASE AGREEMENT. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their successors, heirs and permitted assigns. This Agreement may not be assigned by Buyer prior to closing. The Seller may assign this Agreement, any of its rights hereunder or its interest in the Property to any third party.

24. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement (and the Recitals, and the Exhibits attached hereto, which are by this reference incorporated herein and made a part hereof) constitutes the entire agreement between the Parties with respect to the subject matter hereof.

25. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

26. NO THIRD PARTY BENEFICIARIES. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed,



to confer upon or give any person, firm or corporation other than Seller and Buyer, any rights or remedies under or by reason of this Agreement.

27. CHOICE OF LAW: JURISDICTION. It is the intention of the Parties that the laws of the State of Michigan exclusively should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties. Any dispute regarding this Agreement shall be heard within the court of proper jurisdiction and venue of Shiawassee County, Michigan.

28. ARM'S LENGTH NEGOTIATIONS. Buyer and Seller each represent and warrant to the other that: (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions, and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and between the Parties and their respective counsel. The representations and warranties set forth in this Section 28 shall survive the Closing or the termination of this Agreement.

29. CONFIDENTIALITY. Buyer acknowledges that the Seller is a governmental entity and that Seller may not keep information regarding this transaction or the other Party strictly confidential, except as may be permitted by law. Buyer acknowledges that Seller, as said governmental entity, may issue a press release or other public announcement related to this Agreement or the transaction contemplated. Nothing in this Section, shall prohibit either Party from disclosing any such information to its attorneys, accountants, consultants, or lenders who shall be advised to keep same confidential. In addition thereto, it shall not be a violation of this provision for Buyer to make application at any time from and after the Effective Date for any State or local licenses required by Buyer to operate the Property or the Business after the Closing Date.


30. COUNTERPART; FACSIMILE; ELECTRONIC SIGNATURE. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. This Agreement may be executed by facsimile or electronic mail scan signature which shall be deemed binding upon the Parties with an original to follow via mail or overnight delivery service. The Parties have executed this Agreement the day and year first above written.

30. EXCLUSIVITY: Seller agrees that during the Inspection Period, Seller shall not enter into any agreement with any other third party to lease, sell, mortgage, hypothecate or otherwise transfer any interest in the Property. Seller acknowledges and agrees that Buyer will commit significant time and energy into the purchase of the Property, which is unique, any violation of this Section 31 shall cause irreparable injury to the Buyer entitling the Buyer to injunctive relief.

(Signature page follows)



BUYER:

BY:   
For and on behalf of Leaf Releaf Labs LLC  
Samer Abu-Farha, Its Member  
Dated: 2/12/, 2021



**SELLER:**

By: \_\_\_\_\_  
Christopher T. Eveleth, Mayor

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

By: \_\_\_\_\_  
Amy K. Kirkland, Clerk

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



## **EXHIBIT A**

### **Legal Description of the Real Property**

**To be supplemented by the title commitment legal description**

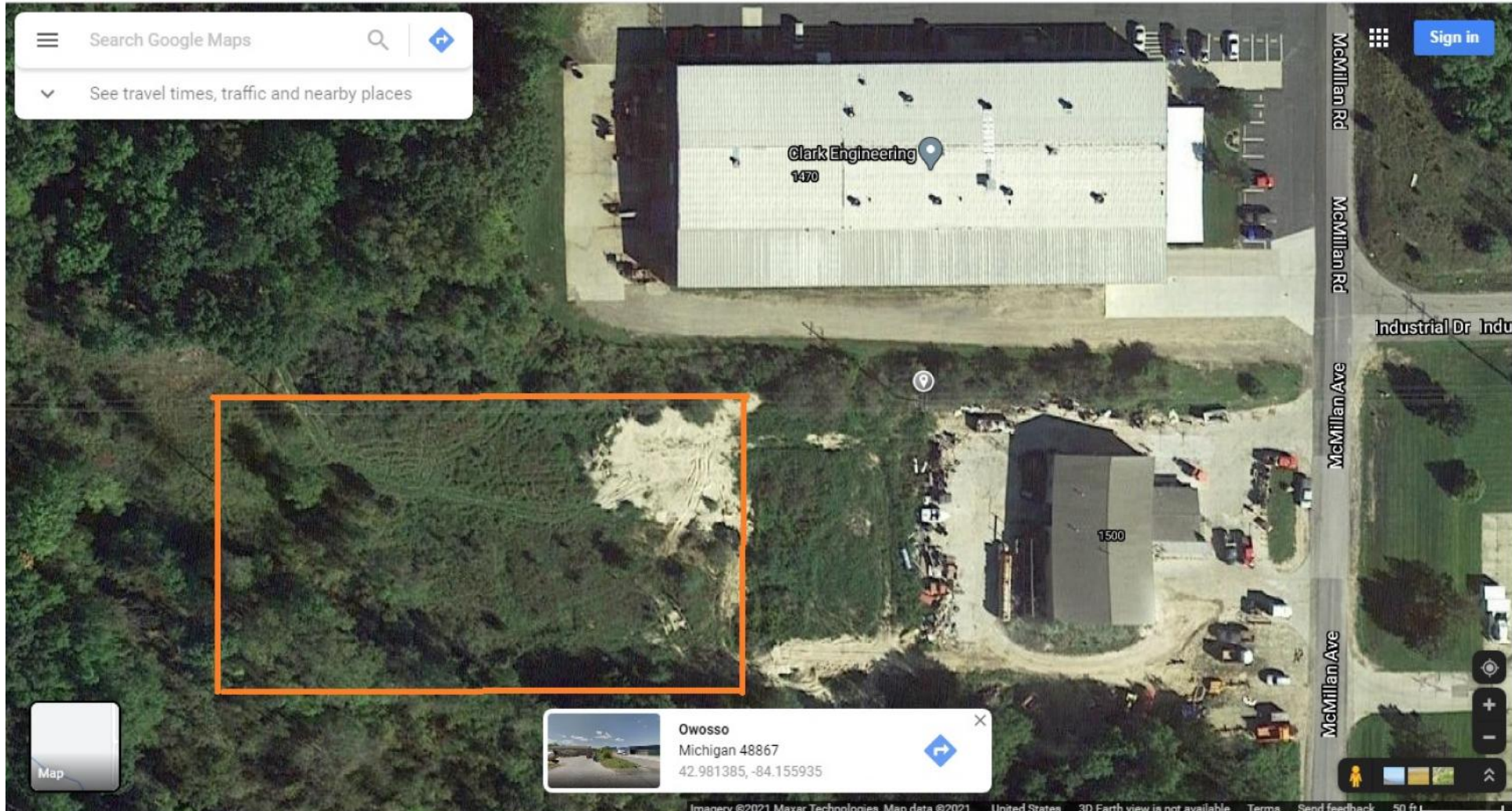
**Real Estate situated in the City of Owosso, County of Shiawassee, State of Michigan, described as follows:**

**BEG AT PT S 01°29'00" W ON E LN SEC 30 660.22' & S 90°00'00" W 2195.35' FROM NE COR OF SD SEC 30 - CONT W 445.36' - S 816.61' - E 2642.43' - N 417.22' - W 1870.35' - N 290' - W 325' N 01°20'00" E 225' TO PO13.**

**Commonly known as: Approximately 1.5 acres of land located West of 1500 McMillan Avenue, Owosso MI 48867 (the "Real Property").**

**Parcel Number: 050-553-000-009-00 (NB: a tract comprised of approximately one and one half acres within this parcel).**







MINUTES FOR  
REGULAR MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
Wednesday, February 3, 2021 6:00 p.m.  
VIA ZOOM VIDEO CONFERENCING

**MEETING CALLED TO ORDER** at 6:08 p.m. by Chairman Teich.

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

**PRESENT:** Chairman Steven Teich; Commissioner Gary Wilson; Secretary Philip Hathaway (6:24); Commissioner Lance Omer; Commissioner Dianne Acton; Commissioner Matthew Van Epps

**ABSENT:** Commissioner Scott Newman; Commissioner Lance Omer

**OTHERS IN ATTENDANCE:** None

**AGENDA APPROVAL:**

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

**AYES ALL. MOTION CARRIED.**

**MINUTE APPROVAL:**

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

**AYES ALL. MOTION CARRIED.**

**COMMUNICATIONS:** 300 W. Main Street Owner Response Letter to the HDC's Demolition by Neglect Update Letter

**PUBLIC/COMMISSIONER COMMENTS:** None

**Committee Reports:** None

**Public Hearings:** None

**Items of Business:**

**1) 123 N. Washington Street - Discussion**

Chairman Teich stated he had received questions from members of the community on the status of the building's redevelopment efforts.

Mr. Adams referred the commissioners to an email correspondence from the building owner indicating that they have engaged a consultant to help them secure grant funds from the State of Michigan Economic Development Corporation (MEDC). Mr. Adams also stated that this process has just started and could take a significant amount of time to acquire the funding needed to complete the project.

*Draft*



Chairman Teich stated that he is concerned that the building could sit unfinished for any significant amount of time. He indicated that the building sits on a predominant corner of the downtown district and its redevelopment is vital.

Commissioner Wilson stated that he would like to see the building be redeveloped right rather than fast. He also stated that it is important that the building owners continue to show forward motion on all building redevelopment efforts. He suggested that Chairman Teich reach out to the property owner (as the representative of the HDC) to create partnership with them.

Chairman Teich asked Mr. Adams if he could set up a meeting with the building owners.

## **2) 300 W. Main Street - Discussion**

Chairman Teich stated that the owner's response to the HDC's Demolition by Neglect Letter was received in a timely manner and properly outlined the activities that they are taking to bring the building up to code.

Mr. Adams stated that the new roof had been installed on the building and development is under way. He also mentioned that he will be contacting the building owners to ensure that they know any window repair and/or replacement must go before the HDC for approval prior to any action being taken.

**PUBLIC COMMENTS:** None

**BOARD COMMENTS:** None

**ADJOURNMENT:**

**MOTION BY COMMISSIONER HATHAWAY AND SECONDED BY COMMISSIONER VAN EPPS TO  
ADJOURN AT 6:47 P.M.**

---

Phil Hathaway, Secretary



**MINUTES**  
**REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION**  
**VIRTUAL MEETING**  
**Monday, February 22, 2021 – 6:30 P.M.**

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

**PLEDGE OF ALLEGIANCE:** Recited

**ROLL CALL:** Recording Secretary Tanya Buckelew

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

**MEMBERS ABSENT:** Commissioners Taylor and Yerian

**OTHERS PRESENT:** Amy Fuller, Assistant to the City Manager

**APPROVAL OF AGENDA:**

**MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER ROBERTSON TO APPROVE THE AGENDA FOR February 22, 2021.**

**YEAS ALL. MOTION CARRIED.**

**APPROVAL OF MINUTES:**

**MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY SECRETARY FEAR TO APPROVE THE MINUTES FOR THE January 25, 2021 MEETING.**

**YEAS ALL. MOTION CARRIED.**

**PUBLIC HEARINGS:** NONE

**OLD BUSINESS:** NONE

**NEW BUSINESS:**

**1. 2021 – 2027 CIP (CAPITAL IMPROVEMENT PLAN)**

The plan requires approval from both the Planning Commission and City Council prior to the beginning of the budget process.

**MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER MORRIS TO APPROVE THE 2021 – 2027 CIP (CAPITAL IMPROVEMENT PLAN)**

**YEAS: COMMISSIONERS JENKINS AND LAW, VICE-CHAIR LIVINGSTON,  
COMMISSIONERS MORRIS AND ROBERTSON, SECRETARY FEAR AND  
CHAIRMAN WASCHER**

**NAYS: NONE**

**RCV 7-0 MOTION CARRIED**

**OTHER BOARD BUSINESS:** NONE

**PUBLIC COMMENTS AND COMMUNICATIONS:** NONE

**ADJOURNMENT**

**MOTION BY COMMISSIONER ROBERTSON SUPPORTED BY VICE-CHAIR LIVINGSTON TO ADJOURN AT 6:40 P.M. UNTIL THE NEXT MEETING ON March 22, 2021.**

**YEAS ALL, MOTION CARRIED.**

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Janae L. Fear, Secretary