

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 06, 2021  
7:30 P.M.**

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

**AGENDA**

**OPENING PRAYER:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**APPROVAL OF THE AGENDA:**

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JUNE 21, 2021:**

**APPROVAL OF THE MINUTES OF SPECIAL MEETING OF JUNE 28, 2021:**

**ADDRESSING THE CITY COUNCIL**

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS AND QUESTIONS**

**CONSENT AGENDA**

1. First Reading and Set Public Hearing - Ordinance Amendment - ORVs. Conduct first reading and set a public hearing for Monday, July 19, 2021 at 7:30 p.m. to receive citizen comment regarding the proposed addition of Article X, Off-road Recreation Vehicles, to Chapter 33, Traffic and Motor Vehicles, governing the use of ORVs on City streets.
2. First Reading and Set Public Hearing – Ordinance Amendment – PILOT Agreement. Conduct first reading and set a public hearing for Monday, July 19, 2021 at 7:30 p.m. to receive citizen comment regarding the proposed addition of Division 2, Water Street Exchange, to Article III, Service Charge in Lieu of Taxes for Certain Housing Developments, of Chapter 32, Taxation, establishing a PILOT for the proposed Water Street Exchange project.

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

Name	Board/Commission	Term Expires
Michael Dowler, City Assessor*	Building Authority	06/30/2024
Ed VanStrate*	Building Board of Appeals	06/30/2024
Kevin Maurer*	Building Board of Appeals	06/30/2024
Lance Omer*	Downtown Development Authority / Main Street Board	06/30/2025
Gary Wilson*	Downtown Historic District Commission	06/30/2024
Phil Hathaway*	Downtown Historic District Commission	06/30/2024
Steven Teich*	Downtown Historic District Commission	06/30/2024
Andrew Workman*	Parks & Recreation Commission	06/30/2023
Kevin Maginity*	Parks & Recreation Commission	06/30/2023
Janae Fear*	Planning Commission	06/30/2024
Frank Livingston*	Planning Commission	06/30/2024
William Wascher*	Planning Commission	06/30/2024
Thomas Taylor*	Zoning Board of Appeals	06/30/2024
Matthew Grubb*	Zoning Board of Appeals	06/30/2024
Kathy Teich	Shiawassee District Library Board	06/30/2025

\*Indicates reappointment

### **ITEMS OF BUSINESS**

1. Defined Contribution Plan Amendment/Restatement – General City Non-Union. Consider amending and restating the defined contribution plan for General City Non-Union employees hired after June 1, 2005.
2. Miscellaneous Water Policy and Service Charges Amendment. Consider amending the Water Policy and Service Charges to require connection to the City's water system.
3. Closed Session. Consider holding a closed session after the last Citizen Comments & Questions period for the purpose of discussing collective bargaining agreement negotiations and consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

### **COMMUNICATIONS**

1. Parks & Recreation Commission. Minutes of May 26, 2021.
2. Downtown Development Authority/Main Street. Minutes of June 2, 2021.
3. Wastewater Treatment Plant Review Board. Minutes of June 22, 2021.
4. Parks & Recreation Commission. Minutes of June 23, 2021.

### **CITIZEN COMMENTS AND QUESTIONS**

### **NEXT MEETING**

Monday, July 19, 2021

### **BOARDS AND COMMISSIONS OPENINGS**

Brownfield Redevelopment Authority – term expires June 30, 2022  
 Building Board of Appeals – Alternate - term expires June 30, 2022  
 Building Board of Appeals – Alternate - term expires June 30, 2024

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

### **ADJOURNMENT**

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).

**AGENDA ADDENDUM**  
**JULY 6, 2021**

**CONSENT AGENDA – ADDITION**

4. Warrant No. 495. Authorize Warrant No. 495 as follows:

Vendor	Description	Fund	Amount
Waste Management	Landfill charges-6/16/21-6/30/21	WWTP/ Streets	\$12,499.45

**ITEMS OF BUSINESS – ADDITION**

4. Property Purchase – 1112 Beehler Street. Consider resolution authorizing the purchase of the parcel commonly known as 1112 Beehler Street.

***PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING CAN ONLY BE VIEWED VIRTUALLY***

The Owosso City Council will conduct an in-person meeting on July 6, 2021. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL**  
**Tuesday, July 6, 2021**  
**at 7:30 p.m.**

***The public joining the meeting via Zoom CANNOT participate in public comment.***

- **Join Zoom Meeting:**  
<https://us02web.zoom.us/j/87973571116?pwd=ZjU3SGUxcVRjN0xlemFENWVieHJiUT09>
- **Meeting ID: 879 7357 1116**
- **Password: 806643**
- **One tap mobile**  
+16465588656,,87973571116#,,,,\*806643# US (New York)  
+13017158592,,87973571116#,,,,\*806643# US (Washington DC)
- **Dial by your location**  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)
- **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 July 6, 2021 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF JUNE 21, 2021  
7:30 P.M.**

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

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

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

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

**ABSENT:** None.

**APPROVE AGENDA**

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

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF JUNE 7, 2021**

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of June 7, 2021 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

None.

**PUBLIC HEARINGS**

**Proposed Special Assessment Project – Garfield Avenue, from Corunna Avenue to the south end**

City Manager Nathan R. Henne provided a presentation on the history of the street and the cost for resurfacing. He indicated that in addition to the resurfacing the City would be replacing all lead/galvanized water service lines on this section of street.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-03 for Garfield Avenue from Corunna Avenue to the south end for street resurfacing.

The following person commented in regard to the proposed special assessment project:

Roger Snyder, on behalf of Thomas Simmington, said the street gets very little traffic and he would rather see the money spent on a street more heavily traveled.

Seeing there were no more comments to be made the Mayor closed the public hearing.

Motion by Councilmember Pidek to approve the following resolution:

**RESOLUTION NO. 101-2021**

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3  
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-03  
GARFIELD AVENUE, FROM SOUTH END TO CORUNNA AVENUE  
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and having heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**GARFIELD AVENUE, A PUBLIC STREET, FROM SOUTH END TO CORUNNA AVENUE  
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$68,743.80 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$18,165.98 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$50,577.82 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Garfield Avenue, a Public Street, from south end to Corunna Avenue  
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

**Proposed Special Assessment Project – Lincoln Avenue, from Farr Street to Monroe Street**

City Manager Henne provided a presentation on the history of the street and the cost for resurfacing.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-04 for Lincoln Avenue from Farr Street to Monroe Street for street resurfacing.

There were no citizen comments made prior to, or during the meeting.

The hearing was closed.

Motion by Mayor Pro-Tem Osika to approve the following resolution:

**RESOLUTION NO. 102-2021**

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3  
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-04  
LINCOLN AVENUE, FROM FARR AVENUE TO MONROE STREET  
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and there being no one to be heard regarding the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

**LINCOLN AVENUE, A PUBLIC STREET, FROM FARR AVENUE TO MONROE STREET  
STREET RESURFACING**

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$155,101.20 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$40,994.48 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$114,106.72 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**Lincoln Avenue, a Public Street, from Farr Avenue to Monroe Street  
For Street Resurfacing**



5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

**Proposed Special Assessment Project – McMillan Avenue, from Industrial Drive to the south end**

City Manager Henne provided a presentation on the history of the street and the cost for resurfacing.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2021-05 for McMillan Road from Industrial Drive to the south end for street resurfacing.

There were no comments received prior to, or during, the meeting.

The public hearing was closed.

Motion by Mayor Pro-Tem Osika to approve the following resolution:

**RESOLUTION NO. 103-2021**

**AUTHORIZING SPECIAL ASSESSMENT RESOLUTION NO. 3  
ESTABLISHING SPECIAL ASSESSMENT DISTRICT NO. 2021-05  
MCMILLAN AVENUE, FROM SOUTH END TO INDUSTRIAL DRIVE  
FOR STREET RESURFACING**

WHEREAS, the City Council, after due and legal notice, has met and there being no one to be heard regarding proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

MCMILLAN AVENUE, A PUBLIC STREET, FROM SOUTH END TO INDUSTRIAL DRIVE  
STREET RESURFACING

2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$147,709.56 and approves said estimated cost and determines that the estimated life of said public improvement is fifteen (15) years.
3. The City Council determines that of said total estimated cost, the sum of \$28,951.04 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$118,758.52 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

**McMillan Avenue, a Public Street, from south end to Industrial Drive  
For Street Resurfacing**

5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

**Ordinance Amendment – Golf Carts**

City Manager Henne indicated the proposed ordinance would allow golf carts to be used on City streets, but ORVs would still be prohibited. He went on to say that around 50 cities in the state currently allow golf carts, though they are typically smaller in size than the City of Owosso. Lastly he noted that the City can require golf carts to be registered, but a registration fee cannot be charged.

A public hearing was conducted to receive citizen comment regarding the proposed addition of Article IX, *Golf Carts*, to Chapter 33, Traffic and Motor Vehicles, governing the use of golf carts on City streets.

The following people commented in regard to the proposed ordinance:

Mike Schutt, 307 Dimmick Street, said he was in favor of the ordinance and that he would like ORVs included as well.

Tom Manke, 2910 W. M-21, echoed Mr. Schutt's comments saying the County allows such vehicles, so should the City.

Jim Rust, 5100 Simpson Road, said he drives his golf cart like a second vehicle. He went on to say that he feels the 15 mile per hour speed limit will cause safety issues as would a requirement for turn signals as the signals on a golf cart do not automatically turn off.

Yvonne McCarrick, 405 Corunna Avenue, said she would like the ordinance to include ORVs as well as allow driving after dusk. She said she drives her cart everywhere and believes her golf cart is as safe as any vehicle on the road.

Carl Schmidtfranz, 1816 Kilbourn Avenue, said he drives his golf cart everywhere and golf carts make it easier for people to get around if they have health issues. He also said that he feels that bikes are a bigger safety problem than golf carts.

Janine Elbing, 1227 N. Ball Street, via email, said she does not support the use of golf carts within the City limits because they do not possess enough safety features. She said they are not made for city streets or city traffic.

Seeing there was no one else to be heard, the Mayor Eveleth closed the public hearing.

In response to questions posed during the hearing City Manager Henne indicated that the speed limit and the dusk rule are set by state law and the City does not have the authority to change them.

There was discussion regarding allowing ORVs. It was noted that rules governing the use of ORVs would have to be handled as a separate piece of legislation.

Mayor Pro-Tem Osika thanked Public Safety Director Kevin D. Lenkart for developing the ordinance.

Councilmember Fear asked that other areas of the Code be updated to reflect the new golf cart ordinance if it is passed, specifically Sec. 19-111 and Sec. 33-20.070.

Mayor Eveleth asked that any motions made to approve the proposed ordinance include instruction to staff to bring back an ORV ordinance at the July 6<sup>th</sup> meeting.

Motion by Mayor Pro-Tem Osika to approve the following ordinance amendment and direct staff to present an ORV ordinance for first reading at the July 6<sup>th</sup> meeting:

#### **ORDINANCE NO. 819**

#### **AN ORDINANCE TO ADD ARTICLE IX, *GOLF CARTS*, TO CHAPTER 33, TRAFFIC AND MOTOR VEHICLES, TO THE CODE OF ORDINANCES TO GOVERN THE USE OF GOLF CARTS IN THE CITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, does not have an ordinance for operation of golf carts on city streets,

WHEREAS, Public Act 491 of 2014 recently amended Public Act 300 of 1949, commonly known as the Michigan Vehicle Code, being MCL 257.1 through MCL 257.923; and,

WHEREAS, Public Act 491 of 2014 created a new section to the Michigan Vehicle Code which allows for the limited and regulated use of Golf Carts on public streets and highways which is found at MCL 257.657a; and,

WHEREAS, under the amended Michigan Vehicle Code, local units of government may allow for the limited and regulated use of Golf Carts on their streets and highways under the terms and conditions specified in law via the adoption of a Resolution or Ordinance; and,

WHEREAS, the City of Owosso desires to allow for the limited use of Golf Carts on its streets and highways as permitted and regulated by the ordinance proposed below; and,

WHEREAS, the Council has heard all interested parties at a hearing held June 21, 2021.

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

SECTION 1. ADDITION. That Article IX, *Golf Carts*, be added to Chapter 33, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Owosso as follows:

## **ARTICLE IX. – GOLF CARTS**

### **Sec. 33-170. - Operation of golf carts on city streets.**

A person may operate a golf cart on city streets, subject to the following restrictions:

- (1) A person shall not operate a golf cart unless he or she is at least 16 years old and licensed to operate a motor vehicle.
- (2) The operator of a golf cart shall comply with the signal requirements of MCL 257.648 that apply to the operation of a vehicle.
- (3) A person operating a golf cart upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.
- (4) A person shall not operate a golf cart on a state trunk line highway (including M-52, M-21 and M-71). This subsection does not prohibit a person from crossing a state trunk line highway when operating a golf cart on a city street, using the most direct line of crossing.
- (5) Where a usable and designated path for golf carts is provided adjacent to a highway or street, a person operating a golf cart shall be required to use that path.
- (6) A person operating a golf cart shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a two-way street or on the left or right of traffic in the case of a one-way street, in an unoccupied lane.
- (7) A golf cart shall not be operated on a sidewalk constructed for the use of pedestrians or on or across a cemetery or burial ground.
- (8) A golf cart shall be operated at a speed not to exceed 15 miles per hour and shall not be operated on a highway or street with a speed limit of more than 30 miles per hour except to cross that highway or street.
- (9) A golf cart shall not be operated on city streets during the time period from one-half hour before sunset to one-half hour after sunrise.
- (10) A golf cart shall not be operated on the James Miner Trail or the Riverwalk trail.
- (11) A person operating a golf cart or who is a passenger in a golf cart is not required to wear a crash helmet.
- (12) This article does not apply to a police officer in the performance of his or her official duties.
- (13) A golf cart operated on a city street under this article is not required to be registered under the Michigan Vehicle Code for purposes of section 3101 of the Insurance Code of 1956, 1956 PA 218, MCL 500.3101.

- (14) As used in this article, "golf cart" means a vehicle designed for transportation while playing the game of golf. A golf cart is not required to meet the vehicle safety requirements of a low-speed vehicle for approval under this article.
- (15) All golf carts intended for street use shall be registered and the owners or operators of those golf carts shall register such golf carts prior to operating the same on any city street, at no cost, with the Owosso Police Department and receive a registration sticker. The registration sticker must be affixed in plain view on the driver's side of the golf cart below the seating area at all times it is operated on city streets.
- (16) Violation of any of the provisions of this section shall be penalized as a civil infraction.

SECTION 2. EFFECTIVE DATE. This amendment shall become effective July 12, 2021.

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

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: Councilmember Law.

Motion by Councilmember Fear to update other areas of the Code to reflect the newly adopted ordinance, specifically Sec. 19-111, *Possession and use of marijuana*, and Sec. 33-20.070, *Operation in parks prohibited*.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

Mayor Eveleth clarified for everyone present that Council would be coming back to address ORVs in July.

Mayor Pro-Tem Osika noted that the golf cart ordinance does not go into effect for 20 days.

### **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 W. M-21, congratulated the Owosso Girls' Softball Team on winning the state championship. He suggested that a ticker tape style parade be organized in their honor.

Roger Snyder, 111 W. Mason Street, said he was at the softball game and it was a great experience. He suggested the City put up signs at the edges of town announcing their win.

Mayor Eveleth congratulated the varsity softball team for their win in the championship. He said he hoped to invite the girls to the next City Council meeting.

Councilmember Teich asked what it would take to get signs put up at the entrances to the City. City Manager Henne noted that he has been discussing how to honor the girls with the OPS Superintendent.

Councilmember Haber asked what it would take to put on a parade for the girls. Mayor Eveleth said he was in the process of reaching out to see what could be done.

### **CONSENT AGENDA**

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

**Proposed Special Assessment Project – Jerome Avenue.** Authorize Resolution No. 1 for proposed Special Assessment District No. 2022-01 for Jerome Avenue from 100' west of Hickory Street to Oakwood Avenue for street resurfacing as follows:

#### **RESOLUTION NO. 104-2021**

##### **JEROME AVENUE FROM 100 FEET WEST OF HICKORY STREET TO OAKWOOD AVENUE SPECIAL ASSESSMENT RESOLUTION NO. 1**

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

##### **Jerome Avenue from 100 feet west of Hickory Street to Oakwood Avenue Street Resurfacing**

NOW, THEREFORE, BE IT RESOLVED THAT:

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

**Proposed Special Assessment Project – North Street.** Authorize Resolution No. 1 for proposed Special Assessment District No. 2023-01 for North Street from Shiawassee Street to Hickory Street for street rehabilitation as follows:

#### **RESOLUTION NO. 105-2021**

##### **NORTH STREET FROM SHIAWASSEE STREET TO HICKORY STREET SPECIAL ASSESSMENT RESOLUTION NO. 1**

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

##### **North Street from Shiawassee Street to Hickory Street Street Rehabilitation**

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The matter of making said public improvement is hereby referred to the City Manager, who shall prepare a report thereon, which shall include plans and detailed estimates of the cost thereof and a description of the special assessment district and such other pertinent information as will permit the

City Council to decide the cost, extent and necessity of the public improvement and what proportion of the cost should be paid by the City at large.

3. The City Manager shall present said report to the City Council when same has been prepared.

**OMS/DDA RLF Loan Deferment - Kleeman Properties, LLC.** Approve the application from Kleeman Properties, LLC (Owosso Cookie Company) for a second 3 month loan deferment as follows:

**RESOLUTION NO. 106-2021**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE 3-MONTH LOAN DEFERMENT TO  
KLEEMAN PROPERTIES, LLC**

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; and

WHEREAS, on March 1, 2021, City Council approved Owosso Main Street/DDA's (OMS/DDA) recommendation to allow for loan deferments up to 6-months to Revolving Loan Fund loan holders; and

WHEREAS, in March of this year the City Council approved a 3-month deferment for Kleeman Properties, LLC; and

WHEREAS, a written request has recently been submitted by Kleeman Properties, LLC. explaining their reasoning for further deferment of their loan; and

WHEREAS, on June 2, 2021 the OMS/DDA board approved a 3-month deferment extension for Kleeman Properties, LLC.

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

FIRST: The City of Owosso approves a second 3-month deferment to Kleeman Properties, LLC according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

**OMS/DDA RLF Loan and Grant Funding Approval – Gilbert's.** Approve the applications from Charles F. Gilbert and Sons, Inc. requesting a grant from the OMS/DDA Revolving Loan Fund in the amount of \$3,000.00 for architectural services and a loan for \$50,000.00 for business expansion and new construction activities at 113 West Main Street as follows:

**RESOLUTION NO. 107-2021**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUNDS  
TO CHARLES F. GILBERT AND SONS, INC.  
FOR ASSOCIATED WORK AT 113 W. MAIN STREET**

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

and

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

WHEREAS, on March 30, 2021 a loan application was submitted to OMS/DDA by Charles F. Gilbert and Sons, Inc. for a loan of \$50,000.00 and a grant of \$3,000 for business expansion and new construction activities for 113 W. Main Street.

WHEREAS, on May 21, 2021 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 45. This score is above the 30 points required for consideration.

WHEREAS, on June 2, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

- FIRST: The City of Owosso approves the \$50,000.00 loan to Charles F. Gilbert and Sons, Inc. for business expansion activities for 113 W. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- SECOND: The City of Owosso approves the \$3,000.00 grant to Charles F. Gilbert and Sons, Inc. for architectural services for 113 W. Main Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.
- THIRD: The accounts payable department is authorized to release said loan and grant funds to Charles F. Gilbert and Sons, Inc. in the amount of \$53,000.00.

**GIS Support Services – Water & Sewer System Mapping Services.** Approval to amend professional services agreement with Orchard, Hiltz, and McCliment (OHM) of Livonia, Michigan, as an addendum to city council approved Resolution No. 116-2017 dated August 7, 2017, providing additional GIS & Asset Management Services in the amount of \$15,000.00 as follows:

#### **RESOLUTION NO. 108-2021**

#### **AUTHORIZING THE EXECUTION OF AMENDMENT NO. 5 TO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution No. 116-2017 on August 7, 2017; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the contract to include additional services for providing GIS database maintenance, new software applications, and training services for water distribution, sanitary sewer, and storm sewer mapping systems.

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution No. 116-2017 on August 7, 2017 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$15,000.00 for ongoing GIS database mapping services.



SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$78,366.25 previously approved, plus the proposed addendum amount of \$15,000.00, for a total not to exceed of \$93,366.25 for GIS-Asset Management General Services.

THIRD: The above expenses shall be paid from water funds, sewer funds, and street funds.

**Purchase Authorization - Ferric Chloride.** Authorize a purchase agreement with PVS Technologies, Inc. for Ferric Chloride utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$225.00 per liquid ton, with an estimated annual contract of \$62,325.00, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022 as follows:

#### **RESOLUTION NO. 109-2021**

##### **RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR FERRIC CHLORIDE WITH FROM PVS TECHNOLOGIES, INC. IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT 2021 CONSORTIUM COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Ferric Chloride (iron) in bulk deliveries for use in treating municipal wastewater; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for ferric chloride; and it is hereby determined that PVS Technologies, Inc. is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Ferric Chloride from PVS Technologies Inc. of Detroit, Michigan, at the price of \$225.00 per liquid ton, for an estimated usage of 277 liquid ton for FY 2021-2022.

SECOND: The accounts payable department is authorized to submit payment to PVS Technologies, Inc. in the amount of \$62,325.00 for FY2021-2022.

THIRD: The above expenses shall be paid from the wastewater fund following delivery, and chargeable to account 599-548-743.100.

**Purchase Authorization - Sodium Hypochlorite.** Authorize a purchase agreement with JCI Jones Chemicals, Inc. for Sodium Hypochlorite utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$0.7200 per gallon, with an estimated annual contract of \$38,880.00, plus \$1,140.00 for split deliveries, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022 as follows:

#### **RESOLUTION NO. 110-2021**

##### **RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR SODIUM HYPOCHLORITE WITH JCI JONES CHEMICALS, INC. OF RIVERVIEW, MICHIGAN IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT**

## **CONSORTIUM 2021 COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires sodium hypochlorite in bulk deliveries for use in treating municipal wastewater and drinking water; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for sodium hypochlorite; and it is hereby determined that JCI Jones Chemicals, Inc. of Riverview, Michigan is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase sodium hypochlorite from JCI Jones Chemicals, Inc. at the price of \$.7200 per gallon at an estimated usage of 54,000 gallons FY2021-2022
- SECOND: The accounts payable department is authorized to submit payment to JCI Jones Chemicals Inc. in the amount of \$38,880.00, plus a split delivery charge of \$1,140.00, for total of 40,020.00.
- THIRD: The above expenses shall be paid from the wastewater and water fund following delivery, and chargeable to account 599-548-743.300 in the amount of \$30,020.00 and to account 591-553-743.000 in the amount of \$10,000.00.

**Purchase Authorization - Bulk Lime.** Authorize a purchase agreement with Graymont Western Lime Inc. for the purchase of bulk lime for the Filtration Plant and Wastewater Plant, utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$143.50 per dry ton, with an estimated annual contract of \$120,540.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022 as follows:

### **RESOLUTION NO. 111-2021**

#### **RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR LIME (PEBBLE QUICK LIME) WITH GRAYMONT WESTERN LIME INC. IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM 2021 COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Lime in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for lime; and it is hereby determined that Graymont Western Lime Inc. of Westbend, Wisconsin is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Lime from Graymont Western Lime Inc. at the price of \$143.50 per ton with an estimated usage of 840 ton for FY2021-2022.
- SECOND: The accounts payable department is authorized to submit payment to Graymont Western Lime Inc. in the amount of \$120,540.00.

THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

**Sole Source Purchase – LimeCure-25**. Waive competitive bidding requirements and approve the sole source purchase of LimeCure-25 from Applied Specialties Inc. in the amount of \$23,750.00 and authorize payment up to the approved amount as follows:

**RESOLUTION NO. 112-2021**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR  
LIMECURE-25 WITH APPLIED SPECIALTIES INC.  
IN ACCORDANCE WITH THE PERMIT REQUIREMENTS AS APPROVED BY THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires LimeCure-25 in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) has approved the use of LimeCure-25, and it is hereby determined that Applied Specialties Inc. of Avon Lake, Ohio is the only firm qualified and permitted to provide such product in softening residual Lime used in the potable water treatment process; and

WHEREAS, waiver of the purchasing policy formal Bid requirements is requested, in order to comply with the MDEQ permit requirements, and to initiate procurement upon approval and authorization.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase LimeCure-25 from Applied Specialties Inc. at the price of \$0.95 per pound with an estimated annual usage of 25,000 pounds.

SECOND: The accounts payable department is authorized to submit payment to Applied Specialties Inc. of Avon, Ohio in an amount not to exceed \$23,750.00 for FY2021-2022.

THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

**Bid Award - Sand and Gravel, Selection #1**. Accept the low bid of Smith Sand & Gravel for Class II Backfill Sand in the amount of \$6.00 per ton, 21 AA limestone in the amount of \$20.05 per ton, and 6A limestone in the amount of \$24.10 per ton for the fiscal year ending June 30, 2022, authorize payment in accordance with unit prices up to 3,000 tons, 500 tons, and 150 tons respectively for a total amount not to exceed \$31,640.00 as follows:

**RESOLUTION NO. 113-2021**

**AUTHORIZING THE PURCHASE AND DELIVERY OF A SAND, GRAVEL, AND LIMESTONE FROM  
SMITH SAND & GRAVEL OF OWOSSO, MICHIGAN, FUOSS GRAVEL COMPANY OF OWOSSO,  
MICHIGAN, AND OCENASEK, INC. OF PERRY, MICHIGAN**

WHEREAS, the city of Owosso, Shiawassee County, Michigan requires backfill sand to fill underground trenches and gravel and limestone for use in permanent street patches and other city properties; and

WHEREAS, the city sought bids for Class II backfill sand, 22A gravel, 21AA Limestone, 6A limestone, and H1 limestone chip fiscal year 2021-2022; and

WHEREAS, it is hereby determined that Smith Sand & Gravel, Fuoss Gravel Company, and Ocenasek, Inc. are qualified to provide such products and have submitted the lowest responsible and responsive bids; and

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the sand and limestone bids to Smith Sand & Gravel of Owosso, Michigan in the amount of \$6.00 per ton for Class II Sand, \$20.05 per ton for 21AA Limestone, and \$24.10 per ton for 6A limestone for fiscal year ending June 30, 2022.
- SECOND The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award gravel bids to Fuoss Gravel Company of Owosso, Michigan in the amount of \$10.74 per ton for 22A Gravel for fiscal year ending June 30, 2022
- THIRD The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award limestone bid to Ocenasek, Inc. of Perry, Michigan in the amount of \$33.50 per ton for H1 Limestone Chip for fiscal year ending June 30, 2022.
- FOURTH: The contracts between the City of Owosso and the companies above shall be in the form of Purchase Orders.
- FIFTH: The accounts payable department is authorized to pay Smith Sand & Gravel up to the bid amount of \$31,640.00.
- SIXTH: The accounts payable department is authorized to pay Fuoss Gravel Company up to the bid amount of \$12,888.00.
- SEVENTH: The accounts payable department is authorized to pay Ocenasek, Inc. up to bid amount of \$6,700.00.
- EIGHTH: The above expenses shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds.

**Bid Award - Sand and Gravel, Selection #2.** Accept the low bid of Fuoss Gravel Company for 22A gravel in the amount of \$10.74 per ton for the fiscal year ending June 30, 2022, authorize payment in accordance with unit prices up to 1,200 tons for a total amount not to exceed \$12,888.00 as detailed above.

**Bid Award - Sand and Gravel, Selection #3.** Accept the low bid of Ocenasek, Inc. for H1 limestone chip in the amount of \$33.50 per ton for the fiscal year ending June 30, 2022, authorize payment in accordance with the unit price up to 200 tons for a total amount not to exceed \$6,700.00 as detailed above.

**Warrant No. 601.** Authorize Warrant No. 601 as follows:

Vendor	Description	Fund	Amount
Gould Law PC	Professional Services- 05/11/2021-06/14/2021	General	\$10,727.60

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

## **ITEMS OF BUSINESS**

### **City Budget Amendment**

Motion by Councilmember Fear to adopt Amendment No. 6 to the 2020-2021 Budget as follows:

#### **CITY OF OWOSSO BUDGET AMENDMENTS Quarter Ending 6/30/21 To be Approved 6/21/21**

	<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>CURRENT BUDGET</b>			<b>AMENDED BUDGET</b>
		To reflect spending, collections and labor changes				
			<b>Budget Balance Prior to Recommend ed Adjustment</b>	<b>Expenditure Adjustment Requested</b>	<b>Revenue Adjustment Requested</b>	<b>Budget Balance After Recommended Adjustment</b>
		<b>General Fund</b>				
<b>1</b>	101-756-728.000	Park Supplies	4,083	6,500		10,583
	101-000-671.675	Donations	2,083		6,500	8,583
		<b>Record Dewey Marker Restoration Donations and Fish Stocking Donations</b>				
<b>2</b>	101-265-831.000	Building Maintenance	8,000	20,000		28,000
	101-265-702.100	Bldg & Grds Wages	45,047	5,000		50,047
	101-265-716.000	Bldg & Grds Fringes	-	2,800		2,800
	101-000-539.573	Local Community Stabilization-- PPT Reimb.	65,000		27,800	92,800
		<b>Elevator Repair and other City Hall Costs</b>				
<b>3</b>	101-299-850.000	Bad Debt Expense	90,000	15,000		105,000
	101-000-539.573	Local Community Stabilization-- PPT Reimb.	92,800		15,000	107,800
		<b>Ambulance Bad Debt Adjustment</b>				
<b>4</b>	101-210-801.000	Professional Service-Admin	55,000	4,500		59,500
	101-215-702.100	Clerk Salaries	114,548	2,650		
	101-000-539.573	Local Community Stabilization-- PPT Reimb.	107,800		7,150	114,950
		<b>Adjust for Actual Costs</b>				
<b>5</b>	101-000-600.630	Ambulance Mileage Charges	314,000		(51,500)	262,500
	101-000-600.631	Ambulance/Advanced Life Support	509,000		(75,000)	434,000

	101-000-539.575	Revenue Sharing	1,745,711		126,500	1,872,211
		<b>Adjust for expected state revenue sharing and decrease ambulance receipts</b>				
6	101-258-728.000	Operating Supplies	6,650	11,000		17,650
	101-258-833.000	Equipment Maintenance	10,000	2,500		12,500
	101-000-671.687	Insurance Refunds	125,000		13,500	138,500
		<b>To adjust IT supplies and Equipment Maint.</b>				
7	101-300-728.000	Operating Supplies	6,650	5,610		12,260
	101-335-728.000	Operating Supplies	10,000	5,610		15,610
	101-000-528.000	Other Federal Grants	100,000		11,220	111,220
		<b>To record Dept of Justice grant-Coronavirus Emergency Funding for Police and Fire supplies</b>				
		<b>Other Funds</b>				
8	273-200-818.000	Contractual Services	-	35,017		35,017
	273-000-695.698	Other Financing Sources	-		35,017	35,017
		<b>Adjust Revolving Loan Fund to reflect activity</b>				
9	401-000-975.000	Capital Improvement Bldg Improvements	-	25,000		10,000
	401-000-695.699	Use of Fund Balance	-		25,000	10,000
		<b>Retaining Wall Expenditures - Permits, Surveys, etc. so work can begin in July</b>				
10	411-270-801.000	Professional Services-Administrative	-	1,145		1,145
	411-000-695.699	Use of Fund Balance	990,000		1,145	991,145
		<b>Record activity</b>				
11	466-901-974.000	Bank Fees	-	15		15
	466-000-664.664	Interest Income	-		15	15
		<b>Record activity</b>				
12	497-000-671.000	Sale of Fixed Assets	-		35,000	35,000
	497-270-851.000	Loss on Sale of Fixed Assets	-	35,000		35,000
		<b>Subdivision Phase I Complete- park lots left</b>				
13	599-548-801.000	Professional Services-Admin	69,400	145,000		214,400
		<b>Additional cost for engineering</b>				

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **OMS/DDA RLF Loan Approval – Capital Sports**

City Manager Henne indicated the application before the Council this evening was for a new sports complex in the former bowling alley. He went on to say that despite the dates listed on the application the projects the applicant has applied to fund have not yet been started.

Mayor Pro-Tem Osika said she sits on the DDA and she questioned this item because loans should not be given to projects that have already started, per the RLF manual. She said she now understood that the projects in question have not yet started. She thanked the applicant for coming to the meeting and asked him for a memorandum to include with the loan documents explaining the perceived deviation from the rules.

Councilmember Pidek said that as a business owner it's pretty common to exceed dates for starting and stopping a project. He went on to say that he thinks this will be a great use of space downtown.

Motion by Mayor Pro-Tem Osika to approve the application from Ihm Enterprises, LLC d.b.a. Capital Sports requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$50,000.00 for business start-up activities at 219 South Washington Street as follows:

#### **RESOLUTION NO. 114-2021**

#### **RESOLUTION AUTHORIZING THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO IHM ENTERPRISES, LLC ASSOCIATED FOR WORK AT 219 S. WASHINGTON STREET**

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

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

WHEREAS, on May 24, 2021 a loan application was submitted to OMS/DDA by Ihm Enterprises, LLC's (dba Capital Sports) loan application for business startup activities located within 219 S. Washington Street.

WHEREAS, on June 10, 2021 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 52. This score is above the 30 points required for consideration.

WHEREAS, on June 15, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

FIRST: The City of Owosso approves the \$50,000.00 loan to Ihm Enterprises, LLC's (dba Capital Sports) for business startup activities for 219 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts Ihm Enterprises, LLC in the amount of \$50,000.00.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

**OMS/DDA RLF Loan Funding Approval – Sideline Sports Bar**

City Manager Henne indicated this application seeks a loan for start-up costs related to the opening of a sports bar at the old bowling alley. Again, he stated that the projects in question have not yet started despite the dates listed on the application.

Mayor Pro-Tem Osika said she initially had the same issue with this loan as she did with the previous loan, saying it was important to be careful when loaning out taxpayer dollars. She said she understood now the projects have not yet started. She thanked the applicants for coming to the meeting.

Motion by Mayor Pro-Tem Osika to approve the application from Ricardo & Nicole Reyna requesting a loan for \$50,000.00 for business start-up costs associated with a new restaurant at 219 N. Washington Street (Sideline Sports Bar) as follows:

**RESOLUTION NO. 115-2021**

**RESOLUTION AUTHORIZING  
THE APPROVAL OF THE RELEASE OF AN OMS/DDA REVOLVING LOAN FUND LOAN TO  
THE SIDELINE SPORTS BAR OWOSSO, LLC  
ASSOCIATED TO WORK AT 219 S. WASHINGTON STREET**

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

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

WHEREAS, on May 14, 2021 a loan application was submitted to OMS/DDA by The Sideline Sports Bar Owosso LLC's loan application for business startup activities located within 219 S. Washington Street.

WHEREAS, on May 21, 2021 the OMS/DDA Design & Business Vitality – Revolving Loan Sub-Committee reviewed and approved the application, giving it an overall score of 50. This score is above the 30 points required for consideration.

WHEREAS, on June 2, 2021 the OMS/DDA Board of Directors approved the recommendation.

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

FIRST: The City of Owosso approves the \$50,000.00 loan to The Sideline Sports Bar Owosso LLC. for business start-up activities at 219 S. Washington Street according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

SECOND: The accounts payable department is authorized to release said loan funds to The Sideline Sports Bar LLC (Ricardo & Nicole Reyna) in the amount of \$50,000.00.



Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

### **Lot Split Authorization – Vacant Land on McMillan Avenue**

Motion by Councilmember Teich to authorize division of a City lot under Michigan Subdivision Control Act for the City owned 30-acre vacant lot on McMillan Avenue, parcel # 050-553-000-009-00 as detailed below:

#### **Current Description:**

Address	Status	Parcel #1
1500 McMillan Avenue	Before Split	050-553-000-008-00
<b>Description:</b> BEG AT PT S 01°29'00" W ON E LN SEC 30, T7N-R3E, 660.22' & S 90°00'00" W 1870.35' FROM NE COR OF SD SEC 30 - S 01°29'00" W 225' - S 90°00" W 325' - N 01°29'00" E 225' - N 90° 00'00" E 325' TO POB		

Address	Status	Parcel #2
VL on McMillan Avenue	Before Split	050-553-000-009-00
<b>Description:</b> 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		

#### **Descriptions After Split:**

Address	Status	Parcel #1
1500 McMillan Avenue	After Split	050-553-000-008-00
<b>Description:</b> Part of the Northeast 1/4 of Section 30, T7N-R3E, City of Owosso, Shiawassee County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of Section 30, thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 659.92 feet (recorded as S 01°29'00" W, 660.22 feet); thence along the South line of "OWOSSO SOUTHEAST INDUSTRIAL PARK", as recorded in Liber 14 of Plats, Page 25, Shiawassee County Records, S 89°14'17" W, 1870.19 feet (recorded as West, 1870.35 feet), to the POINT OF BEGINNING of the Parcel to be described; thence S 00°44'41" W, 224.95 feet (recorded as S 01°29'00" W, 225 feet); thence S 89°22'47" W, 614.86 feet; thence N 00°44'41" E, 224.95 feet; thence N 89°22'47" E (recorded as East), 614.86 feet, to the POINT OF BEGINNING, containing 3.17 acres, more or less, and including the use of McMillan Ave. (60 foot wide). Also subject to any other easements or restrictions of record.		

Address	Status	Parcel #2
VL on McMillan Avenue	After Split	050-553-000-009-00
<b>Description:</b> Part of the Northeast 1/4 of Section 30, T7N-R3E, City of Owosso, Shiawassee County, Michigan, more particularly described as follows: Commencing at the Northeast Corner of		

Section 30, thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 659.92 feet (recorded as S 01°29'00" W, 660.22 feet); thence along the South line of "OWOSSO SOUTHEAST INDUSTRIAL PARK", as recorded in Liber 14 of Plats, Page 25, Shiawassee County Records, S 89°14'17" W, 1870.19 feet (recorded as West, 1870.35 feet); thence S 89°22'47" W (recorded as West), 614.86 feet, to the POINT OF BEGINNING of the Parcel to be described; thence S 00°44'41" W, 224.95 feet; thence N 89°22'47" E, 614.86 feet; thence S 00°44'41" W, 190.02 feet (recorded as South, 290 feet); thence N 89°14'02" E, 1870.20 feet (recorded as East, 1870.35 feet); thence along the centerline of Aiken Road (variable width Right of Way) and the East line of Section 30, S 00°44'37" W, 419.50 feet (recorded as South, 417.22 feet); thence S 89°44'19" W, 2642.30 feet (recorded as West, 2642.43 feet); thence along the North-South 1/4 line of Section 30, N 00°44'06" E, 813.15 feet (recorded as North, 816.61 feet); thence N 89°22'47" E (recorded as East), 157.83 feet, to the POINT OF BEGINNING, containing 28.94 acres, more or less, and subject to the rights of the public over the existing Aiken Road and including the use of McMillan Ave. Also subject to any other easements or restrictions of record.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

### **COMMUNICATIONS**

Cheryl A. Grice, Finance Director. May 2021 Revenue and Expenditure Report.  
N. Bradley Hisson, Building Official. May 2021 Building Department Report.  
N. Bradley Hisson, Building Official. May 2021 Code Violations Report.  
N. Bradley Hisson, Building Official. May 2021 Inspections Report.  
N. Bradley Hisson, Building Official. May 2021 Certificates Issued Report.  
Kevin D. Lenkart, Public Safety Director. May 2021 Police Report.  
Kevin D. Lenkart, Public Safety Director. May 2021 Fire Report.

### **CITIZEN COMMENTS AND QUESTIONS**

There were no citizen comments.

Mayor Pro-Tem Osika thanked Carl Schmidtfranz for being a crossing guard and said she is still waiting for an update from Consumers Energy on the electric car charging station.

Councilmember Fear asked if there were any tentative dates for the strategic planning session. City Manager Henne indicated that he hoped the session would be held in July.

### **NEXT MEETING**

Monday, June 28, 2021, 7:30 p.m. - Special  
Tuesday, July 06, 2021, 7:30 p.m. - Regular

### **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  
Owosso Historical Commission – 2 terms expire December 31, 2021  
Owosso Historical Commission – term expires December 31, 2022  
Owosso Historical Commission – term expires December 31, 2023  
Parks & Recreation Commission-term expires June 30, 2022  
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 8:23 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

**CITY OF OWOSSO  
SPECIAL MEETING OF THE CITY COUNCIL  
MINUTES OF JUNE 28, 2021  
7:30 P.M.**

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

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

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

**ABSENT:** Mayor Pro-Tem Susan J. Osika.

**CITIZEN COMMENTS AND QUESTIONS**

There were no citizen comments.

**PUBLIC HEARING**

**DWRF Project Plan – Lead/Galvanized Service Line Replacement Plan**

Public Services Director Ryan E. Suchanek presented a summary of the project saying the City is seeking funding for a proposed three-year project to replace lead and galvanized water service lines. The City was recently mandated by the State of Michigan to replace at least 5% of lead service lines in the City over the course of the next twenty years, this project aims to take care of as many lines each year as possible. Areas to be targeted include areas undergoing street repairs, known problematic areas, and those areas known to have older lines. Potential project impacts include noise, dust, additional equipment traffic, and temporary water shut-offs. He went on to explain the financial impacts noting that the City has been tentatively awarded a \$3 million loan that will be 100% forgiven. Monies from the Drinking Water Revolving Fund can only be used for construction costs and are capped at \$5,000 per address. He noted that the City is currently ranked at the top of the list for funds but is subject to change. The application process concludes in late March of 2022 with the formal award of funds thereafter.

A public hearing was conducted to receive citizen comment regarding the Michigan Department of Environment Great Lakes & Energy Drinking Water Revolving Fund Project Plan to replace water service lines constructed of lead or galvanized metal.

There were no citizen comments received prior to, or during the meeting.

The public hearing was officially closed at 7:35 p.m.

Councilmember Teich sought clarification on how much money the City is applying for and how the properties on the replacement list are selected. It was noted the City is applying for \$3 million, the maximum amount that can be loaned to a municipality with a population under 50,000 in this program.

Councilmember Pidek inquired what percent of service lines are unknown as to whether they are lead or galvanized. He also asked about the estimated costs non-construction related items for the project and how the City plans to communicate with residents about the project. Public Services Director Suchanek indicated that they are doing their best to monitor costs but they will not know the full extent of costs until the number of service lines needing replacement is known. As to communication, he noted that every individual homeowner will get a direct mailer explaining the project and a door hanger as construction time draws closer.

Councilmember Fear asked how many lines are in need of replacement. Director Suchanek said they do not know at this point, the City is in the first year of a five-year discovery process.

Motion by Councilmember Pidek to authorize the following resolution approving the proposed project plan:

#### **RESOLUTION NO. 116-2021**

##### **ADOPTION OF FINAL PROJECT PLAN FOR THE MICHIGAN DEPARTMENT OF ENVIRONMENT GREAT LAKES & ENERGY (EGLE) DRINKING WATER STATE REVOLVING FUND APPLICATION AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

WHEREAS, the City of Owosso recognizes the need to replace water service lines from the water main to the building premises that are constructed of lead or galvanized material. The purpose of the proposed project is to comply with the State of Michigan's Lead and Copper Rules and the Michigan Clean Water Act; and

WHEREAS, the City of Owosso submitted an application for and has been recently selected to receive qualifying funding up to the maximum allowed of \$3.0 million dollars from the Michigan Department of Environment, Great Lakes, & Energy (EGLE), for its proposed lead service line project plan. All water service line replacement construction costs are eligible for 100% reimbursement, as the City of Owosso has obtained disadvantaged community status in accordance with EGLE guidelines; and

WHEREAS, said Project Plan was presented at a Public Hearing held on June 28<sup>th</sup>, 2021 and all public comments have been considered and addressed.

NOW THEREFORE BE IT RESOLVED, that the City of Owosso formally adopts said Project Plan and agrees to:

- Replacement of selected lead service lines
- Replacement of selected galvanized service lines

BE IT FURTHER RESOLVED, that the Director of Public Services & Utilities, a position currently held by Ryan Suchanek, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan, which has already been completed and submitted to the State of Michigan in cooperation with city staff and EGLE regulatory guidelines.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Mayor Pro-Tem Osika.

#### **COMMUNICATIONS**

Caledonia Charter Township. Public hearing notice for special use permit request.

#### **NEXT MEETING**

Tuesday, July 06, 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  
Parks & Recreation Commission-term expires June 30, 2022  
Zoning Board of Appeals – Alternate – term expires June 30, 2021  
Zoning Board of Appeals – term expires June 30, 2023

### **ADJOURNMENT**

Motion by Councilmember Teich for adjournment at 7:47 p.m.

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

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Christopher T. Eveleth, Mayor

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Amy K. Kirkland, City Clerk



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202 S. WATER • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 •

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# ***MEMORANDUM***

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DATE: June 22, 2021

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: Set Public Hearing – ORV Ordinance

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## **Recommendation:**

I recommend Council approve the attached resolution setting a public hearing for July 19, 2021 to receive citizen comment regarding the proposed ordinance governing the use of ORV's on City streets.

## **Background:**

Currently the City of Owosso does not have an ordinance for Off-Road Vehicles (ORV) on city streets. The adoption of this ordinance would allow limited use of ORV's on city streets.

## RESOLUTION NO.

### **AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR THE PROPOSED ADDITION OF ARTICLE X, *OFF-ROAD RECREATION VEHICLES*, TO CHAPTER 33, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES TO GOVERN THE USE OF ORVS IN THE CITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, does not have an ordinance for the operation of Off-Road Vehicles on city streets; and

WHEREAS, Public Act 491 of 2014 recently amended Public Act 300 of 1949, commonly known as the Michigan Vehicle Code, being MCL 257.1 through MCL 257.923; and,

WHEREAS, Public Act 491 of 2014 created a new section to the Michigan Vehicle Code which allows for the limited and regulated use of Off-Road Vehicles on public streets and highways, which is found at MCL 257.657a; and,

WHEREAS, under the amended Michigan Vehicle Code, local units of government may allow for the limited and regulated use of Off-Road Vehicles on their streets and highways under the terms and conditions specified in MCL 257.657a via the adoption of an Ordinance; and,

WHEREAS, the City of Owosso desires to allow for the limited use of Off-Road Vehicles on its streets and highways as permitted and regulated by MCL 257.657a; and,

WHEREAS, it is the long-standing practice of the City Council to hold a public hearing to receive citizen comment regarding any and all proposed ordinance amendments.

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

SECTION 1. ADDITION. That Article X, *Off-road Recreation Vehicles*, be added to Chapter 33, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Owosso as follows:

#### **ARTICLE X. – OFF-ROAD RECREATION VEHICLES**

##### **Sec. 33-186. - Definitions.**

As used in this section:

*ATV* means a vehicle with three or more wheels that is designed for off-road use, has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50cc to 1,000cc gasoline engine or an engine of comparable size using other fuels.

*Operate* means to ride in or on, and be in actual physical control of, the operation of an ORV.

*Operator* means an individual who operates or is in actual physical control of the operation of an ORV.

*ORV or vehicle* means a motor-driven off-road recreation vehicle capable of cross-country travel without benefit of a road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. ORV or vehicle includes, a side-saddle four-wheel vehicle or other means of transportation deriving motive power from a source other than muscle or wind. ORV or vehicle does not include a golf cart, registered snowmobile, a multi-track or multi-wheel drive vehicle, an ATV, a motorcycle or related two-wheel, three-wheel or six-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing



maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft. [MCL 324.81101 (o)]

*Street* means a city major street or city local street as described in section 9 or 1951 PA 51, MCL 247.659, or a segment thereof.

**Sec. 33-187. - Operation of off-road recreation vehicles (ORVs) on city streets.**

Except as set forth herein or otherwise provided by law, an individual may operate an ORV on city streets subject to the following restrictions:

- a) ORVs may be operated from May 1 to October 31 during the hours of 6:00 a.m. to 9:00 p.m., and from November 1 to April 30 during the hours of 8:00 a.m. to 5:00 p.m.
- b) No person under 12 years of age shall operate an ORV.
- c) A person under the age of 18 years of age shall not operate an ORV unless the person is in possession of a valid driver license or under the direct supervision of a parent or guardian and the person has in his or her immediate possession an ORV safety certificate issued pursuant to Part 811 of the Michigan Natural Resources and Protection Act or a comparable ORV safety certificate issued under the authority of another state or a province of Canada. These requirements are in addition to any applicable requirements of state law in MCL 324.81129, as may be amended.
- d) All ORV operators 18 years of age or older shall have in their immediate possession a valid driver license.
- e) A person shall not operate an ORV at a speed greater than 25 miles per hour or a lower posted ORV speed limit or in a manner that interferes with traffic on the street. In no event shall a person operate an ORV at a rate of speed greater than is reasonable and proper, or in a careless manner, having due regard for conditions then existing.
- f) Unless the person possesses a valid driver license pursuant to MCL 257.25, as amended, a person shall not operate an ORV if the ORV is registered as a motor vehicle and either is more than 65 inches wide or has three wheels.
- g) ORVs shall travel single file except that an ORV may travel abreast of another ORV when it is overtaking or passing, or being overtaken and passed by, another ORV.
- h) ORVs shall display a lighted headlight and lighted taillight at all times.
- i) A person shall operate an ORV with the flow of traffic on the far right of the maintained portion of the street, in a manner that does not interfere with traffic on the street.
- j) Operation of ORVs is not allowed on the James Miner Trail or the Riverwalk Trail.
- k) A person shall not transport any passenger in or upon an ORV unless the manufacturing standards for the vehicle make provisions for transporting passengers.
- l) A person shall not operate an ORV unless the vehicle is equipped with a braking system that may be operated by hand or foot, capable of producing deceleration at 14 feet per second on level ground at a speed of 20 miles per hour; a brake light, brighter than the taillight, visible from behind the vehicle when the brake is activated, if the vehicle is operated during the hours of one-half hour after sunset and one-half hour before sunrise; and a throttle so designed that when the pressure used to advance the throttle is removed, the engine speed will immediately and automatically return to idle.
- m) An individual who is operating or is a passenger on an ORV shall wear a crash helmet and protective eyewear that are approved by the United States department of transportation. This subsection does not apply to an individual wearing a properly adjusted and fastened safety belt if the ORV is equipped with a roof that meets or exceeds United States department of transportation standards for a crash helmet.

- n) An ORV shall not be operated on any state trunkline (i.e., M-52, M-21 and M-71) right-of-way, except that the operator of a vehicle may cross a street, county road, or highway, other than a limited access highway, at right angles, for the purpose of getting from one area to another, if the operation can be done in safety. The operator shall bring the vehicle to a complete stop before proceeding across a street, county road, or highway, and shall yield the right-of-way to oncoming traffic.
- o) These requirements are in addition to any applicable requirements of state law in Part 811 of Act 451 of 1994, the Natural Resources and Environmental Protection Act, as may be amended.

It is lawful for city employees or city contractors to operate a city-owned ORV for any purposes within the scope of city operations.

#### **Sec. 33-188. – Responsibility.**

- a) The operator of an ORV involved in any accident resulting in any property damage, personal injury, or death shall report such accident to the local police immediately.
- b) The operator of the vehicle is liable for damages to private property caused by operation of the vehicle under this chapter, including, but not limited to, damage to trees, shrubs, or growing crops, injury to other living creatures, or erosive or other ecological damage. The owner of the private property may recover from the individual responsible nominal damages of not less than the amount of damage or injury.

#### **Sec. 33-189. – Penalties.**

- a) A person who violates this section is responsible for a civil infraction and subject to a fine of not more than \$500.00 and/or impoundment of the vehicle. In the event an ORV is impounded, the owner of the ORV must pay the cost of transportation, towing, storage, and prove ownership of the ORV before it is released to that owner.
- b) In addition to the fine provided for herein, a court shall order violators of this section to pay the cost of repairing any damage to the environment, a street, county road, or highway, or public property as a result of the violation pursuant to MCL 324.81131(17).
- c) The city treasurer shall deposit fines and damages collected for violations of this section into a fund to be designated as the "ORV Fund." City council shall appropriate revenue in the ORV Fund as follows:
  - 1) Fifty percent to the Owosso Police Department for ORV enforcement and training.
  - 2) Fifty percent to the Owosso Public Works Department to be used for repairing damage to streets and the environment that may have been caused by ORVs and for posting signs indicating ORV speed limits or indicating whether streets are open or closed to the operation of ORVs under this section.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, July 19, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed addition to the Code of Ordinances.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

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



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# *MEMORANDUM*

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DATE: July 6, 2021

TO: OWOSSO CITY COUNCIL

FROM: Nathan Henne, City Manager

RE: 219 North Water Street - PILOT Ordinance – Schedule Public Hearing for July 19, 2021

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The Community Housing Network (Troy, MI) has successfully negotiated a purchase agreement with Owosso Schools to acquire the Middle School property. They are proposing to reuse the existing Middle School for 50 Low Income Housing Tax Credit (LIHTC) residential units within the building along with common areas and business opportunity areas. All residential units will be subject to LIHTC rent control.

**This agenda item will set the public hearing to receive comment on the required Payment in Lieu of Taxes (PILOT) ordinance for the Middle School redevelopment project for July 19, 2021 at 7:30 P.M.**

## Zoning

The property is zoned RM-2 (Residential Multi-Family Hi Rise). This zoning allows for the use proposed by the redevelopment as it accommodates a mixed residential/business plan. No rezoning is required. Furthermore, since the footprint of the building will not change with the redevelopment, no site plan is necessary. However, building permits will be required.

## Payment in Lieu of Taxes (PILOT)

Concerning the PILOT, this is a standard request with housing projects that meet a public need for some sort of affordable and/or senior housing component. The project needs

approval by the Michigan State Housing Development Authority for low income housing tax credits. These credits are the financial assistance that enables the provision of affordable rents. In order to qualify for such credits the city needs to consider a PILOT for this project.

This means that the owner will pay the city a sum that is calculated based upon the project rents less utilities instead of paying real property taxes. The difference in what this amount is compared to projected taxes is not known at this time, but my estimation is that the PILOT will be about 1/4 of a normal tax payment, totaling ≈\$15,400 per year with the city portion being \$5,400 per year. This remainder of the estimated \$15,400 would still be distributed to taxing entities in the same manner as a tax payment.

The PILOT proposed is reasonable. It will last only as long as the credits and affiliated rent controls are in place, and it will amount to 4% of the total of all shelter rents less provided utilities. The attached Estimated PILOT Calculation gives you an idea of the average tax assessment on a property with an SEV of \$50,000 and gives an example of a possible PILOT on the Middle School with a max schedule of 45 years.

I recommend setting the public hearing for this PILOT ordinance for the Middle School development project for July 19, 2021 at 7:30 P.M.

ATTACHED:

1. PILOT Ordinance
2. Estimated PILOT Calculation

## **RESOLUTION NO.**

### **AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR THE PROPOSED ADDITION OF DIVISION 2, WATER STREET EXCHANGE, TO CHAPTER 32, TAXATION, OF THE CODE OF ORDINANCES TO ESTABLISH A PILOT AGREEMENT FOR THE WATER STREET EXCHANGE DEVELOPMENT**

WHEREAS, the Owosso Public Schools have recently agreed to sell the former middle school building to Community Network Housing, Inc. of Troy, Michigan; and

WHEREAS, Community Network Housing, Inc. plans to convert the building into a mixed use development with residential spaces catering to people with low incomes funded in part by low-income housing tax credits; and

WHEREAS, the City of Owosso agrees to forego property tax payments on the property to assist in the financial feasibility of the project; and

WHEREAS, the City of Owosso is authorized to establish a service charge in lieu of property taxes for such developments; and

WHEREAS, said service charges are instituted by the adoption of an ordinance; and

WHEREAS, it is a long-standing practice of the City Council to hold a public hearing to receive citizen comment regarding any and all proposed ordinance amendments.

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

SECTION 1. ADDITION. That Division 2, Water Street Exchange, be added to Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*, of Chapter 32, Taxation, of the Code of Ordinances of the City of Owosso as follows:

#### **ARTICLE III. - SERVICE CHARGE IN LIEU OF TAXES FOR CERTAIN HOUSING DEVELOPMENTS**

Secs. 32-44—32-49.-Reserved.

#### **DIVISION 2. – WATER STREET EXCHANGE**

##### **Sec. 32-50. - Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL 125.1401 et seq.). The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act.

It is further acknowledged that such housing for persons of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this article for tax exemption and the service charge in lieu of taxes during the periods contemplated in this article are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such ordinance and service charge.

The City further acknowledges that Community Housing Network, a nonprofit corporation (a sponsor), has offered subject to receipt of a mortgage loan from the authority, to erect and/or reuse an existing structure, own and operate a housing development identified as Water Street Exchange on certain property located at (see legal description on file with the City Clerk) in the City to serve persons of

low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

The City further acknowledges that Community Housing Network, a nonprofit corporation, has offered subject to receipt of low income housing tax credits from the authority, to erect, own and operate a housing development to the required standards of SHPO, identified as the Water Street Exchange on certain property located at 219 N. Water Street in the City, hereinafter referred to as the "Site" and further described as:

COM 70' S OF NE CORNER BLK 38 TH W 143.8' TH S 62' TH W 334.7' TH S TO SHIA RIVER TH SE'LY TO PT 6" N OF THE PT WHERE N LN OF EXCHANGE ST IF EXT'D W'LY WOULD INTERSECT E BANK OF SD RIVER TH ON A LN PAR'L WITH N LN OF EXCHANGE ST SO EXT'D TO A PT 126' W OF W LN OF WATER ST TH N 2' TH E'LY ON A LN PAR'L WITH THE N LN OF EXCHANGE ST SO EXT'D 38' TH S 2'6" TO N LN EXCHANGE ST SO EXT'D TH E ON LINE OF EXCHANGE ST SO EXT'D 88' TO THE W LN OF WATER ST TH N TO BEG BLK 38 ORIGINAL PLAT

Parcel Number: 050-470-038-002-00

to persons of low income, and that the sponsor has offered to pay the City on account of the development an annual service charge for public services in lieu of all taxes.

### **Sec. 32-51. - Definitions.**

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

*Act* means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.

*Annual shelter rents* means the total collections during an agreed annual period from all occupants of a housing development representing rents or occupancy charges exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.

*Authority* means the Michigan State Housing Development Authority.

*Contract rents* are as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended.

*Housing development* means a development which contains a significant element of housing for elderly persons of low income or persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the authority determines improve the quality of the development as it relates to housing for persons of low income.

*HUD* means the Department of Housing and Urban Development of the United States Government.

*Mortgage loan* means a loan to be made by the authority or Farmers Home Administration or the Department of Housing and Urban Development to a sponsor for the construction and permanent financing of a housing development or a mortgage loan insured by HUD or a federally aided mortgage as otherwise defined by the Act.

*Persons of low income* means persons and families eligible to move into a housing development; families and persons who cannot afford to pay the amounts at which private enterprise, without federally-aided mortgages or loans from the authority, is providing a substantial supply of decent, safe, and sanitary housing and who fall within income limitations set in this act or by the authority in its rules. Among low income or moderate income persons, preference shall be given to the elderly and those displaced by urban renewal, slum clearance, or other governmental action.

*Sponsor* means persons or entities which have applied to either the authority for a mortgage loan to finance a housing development or to another governmental entity or is a federally-aided mortgage, as otherwise defined by the Act.

*State Historic Preservation Office* means The Michigan State Historic Preservation Office (SHPO) helps property owners, developers, and local and state agencies recognize and seize opportunities to maintain and rehabilitate structures that define communities and define Michigan. The SHPO encourages the rehabilitation of historic buildings so they can continue to enrich communities where people want to

live and visit. Through the protection of historic and archaeological sites and other cultural resources, preservation provides a record of Michigan's history and creates a link between Michigan's residents: past, present and future.

*Utilities* means fuel, water, sanitary sewer service and/or electrical service which are paid by the housing development.

**Sec. 32-52. - Class of housing developments.**

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be multiple dwellings for persons of low income which are financed or assisted by the authority or which have a federally aided mortgage, as defined in the Act. It is determined that Water Street Exchange is of this class.

**Sec. 32-53. - Establishment of annual service charge for Water Street Exchange.**

The housing development identified as Water Street Exchange and the property on which it shall be constructed shall be exempt from all property taxes from and after the commencement of construction. The City, acknowledging that the sponsor and the authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this article and the qualification of the housing development for exemption from all property taxes and a payment in lieu of taxes as established herein, and in consideration of the sponsor's offer, subject to receipt of a mortgage loan from the authority, to construct, own and operate the housing development, hereby agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charges shall be equal to four (4) percent of the difference between contract rents actually collected and utilities.

**Sec. 32-54. - Payment of service charge.**

The service charge in lieu of taxes as determined under this article shall be payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before March 31 of each year.

**Sec. 32-55. - Duration.**

The tax exempt status of a housing development approved for such status by the City council shall remain in effect and shall not terminate so long as the mortgage loan for such housing development remains outstanding and unpaid, as long as the property is subject to restrictive rents in compliance with the low income housing tax credit program administered by MSHDA, or for such period as the authority or other governmental entity has any interest in the property; provided, the construction of such housing development commences within two (2) years from the effective date the City council approves the housing development for tax exempt status as provided in this article.

**Sec. 32-56. - Contractual effect.**

Notwithstanding the provisions of section 15a(5) of the Act (MCL 125.1415a(5)), to the contrary, a contract between the City and the sponsor with the authority as third part beneficiary thereunder, to provide tax exemption and accept payments in lieu thereof as previously described is effected by enactment of this article.

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, July 19, 2021 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed addition to the Code of Ordinances.

SECTION 3. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

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

Owosso Middle School  
CHN Water Street LDHA LP  
50 Multifamily Units

**Sample Tax Summary in Owosso**  
**\$50,000 Taxable Value (SEV)**

		All Taxes	City Portion
		50	
City Operating	13.9172	695.86	695.86
City Debt	3.2000	160.00	160.00
SATA	0.3310	16.55	-
State Education	6.0000	300.00	-
County Operating	5.5105	275.53	-
Historic/Parks	-	-	-
Admin Fee		14.48	14.48
Seniors	0.4960	24.80	24.80
Med Care	2.0000	100.00	100.00
Veterans PA 214	0.1000	5.00	5.00
Veterans Voted	0.1989	9.95	9.95
MSU Extension	0.0752	3.76	-
INTMD Sch	4.4393	221.97	-
School Oper	18.0000	900.00	-
School Sinking	1.9922	99.61	
Library	1.2263	61.32	61.32
School Debt	4.7300	236.50	-
Admin Fee	-	16.63	16.63
Total Estimate	<u>62.2166</u>	<u>3,141.94</u>	<u>1,088.03</u>
		City Portion -	34.6%

**PILOT Calculation**

		Calculation	Non-City	City Portion
Total Gross Rents		454,464		
Less Vacancy	7%	(31,812)		
Less Landlord Paid Utilities		(12,500)		
Less Water & Sewer		<u>(25,000)</u>		
Net Collected Rents		385,152		
PILOT Percentage		<u>4%</u>		
PILOT Payment		<u>15,406</u>	<u>10,071</u>	<u>5,335</u>



Owosso Middle School  
CHN Water Street LDHA LP  
50 Multifamily Units

**PILOT Projections**

		Projected Rent Increase %	Total PILOT Amount	Non-City Portion	City Portion	Total Payments To Owosso
<b>PILOT Approved</b>						
2021						
2022-2023						
				Development Time		
				Construction and Lease up Time		
<b>PILOT Starts</b>						
Year 1	12/31/2024	n/a	15,406	10,071	5,335	5,335
Year 2	12/31/2025	1.00%	15,560	10,172	5,388	10,723
Year 3	12/31/2026	1.00%	15,716	10,273	5,442	16,166
Year 4	12/31/2027	1.00%	15,873	10,376	5,497	21,662
Year 5	12/31/2028	1.00%	16,032	10,480	5,552	27,214
Year 6	12/31/2029	1.00%	16,192	10,585	5,607	32,821
Year 7	12/31/2030	2.00%	16,516	10,796	5,719	38,540
Year 8	12/31/2031	2.00%	16,846	11,012	5,834	44,374
Year 9	12/31/2032	2.00%	17,183	11,233	5,950	50,324
Year 10	12/31/2033	2.00%	17,527	11,457	6,069	56,394
Year 11	12/31/2034	2.00%	17,877	11,686	6,191	62,584
Year 12	12/31/2035	2.00%	18,235	11,920	6,315	68,899
Year 13	12/31/2036	2.00%	18,599	12,159	6,441	75,340
Year 14	12/31/2037	2.00%	18,971	12,402	6,570	81,909
Year 15	12/31/2038	2.00%	19,351	12,650	6,701	88,610
Year 16	12/31/2039	2.00%	19,738	12,903	6,835	95,445
Year 17	12/31/2040	2.00%	20,133	13,161	6,972	102,417
Year 18	12/31/2041	2.00%	20,535	13,424	7,111	109,528
Year 19	12/31/2042	2.00%	20,946	13,693	7,253	116,782
Year 20	12/31/2043	2.00%	21,365	13,966	7,398	124,180
Year 21	12/31/2044	2.00%	21,792	14,246	7,546	131,727
Year 22	12/31/2045	2.00%	22,228	14,531	7,697	139,424
Year 23	12/31/2046	2.00%	22,673	14,821	7,851	147,276
Year 24	12/31/2047	2.00%	23,126	15,118	8,008	155,284
Year 25	12/31/2048	2.00%	23,589	15,420	8,169	163,452
Year 26	12/31/2049	2.00%	24,060	15,728	8,332	171,784
Year 27	12/31/2050	2.00%	24,542	16,043	8,499	180,283
Year 28	12/31/2051	2.00%	25,032	16,364	8,669	188,951
Year 29	12/31/2052	2.00%	25,533	16,691	8,842	197,793
Year 30	12/31/2053	2.00%	26,044	17,025	9,019	206,812
Year 31	12/31/2054	2.00%	26,565	17,365	9,199	216,011
Year 32	12/31/2055	2.00%	27,096	17,713	9,383	225,394
Year 33	12/31/2056	2.00%	27,638	18,067	9,571	234,965
Year 34	12/31/2057	2.00%	28,191	18,428	9,762	244,727
Year 35	12/31/2058	2.00%	28,754	18,797	9,957	254,685
Year 36	12/31/2059	2.00%	29,329	19,173	10,157	264,841
Year 37	12/31/2060	2.00%	29,916	19,556	10,360	275,201
Year 38	12/31/2061	2.00%	30,514	19,947	10,567	285,768
Year 39	12/31/2062	2.00%	31,125	20,346	10,778	296,546
Year 40	12/31/2063	2.00%	31,747	20,753	10,994	307,540
Year 41	12/31/2064	2.00%	32,382	21,168	11,214	318,753
Year 42	12/31/2065	2.00%	33,030	21,592	11,438	330,191
Year 43	12/31/2066	2.00%	33,690	22,024	11,667	341,858
Year 44	12/31/2067	2.00%	34,364	22,464	11,900	353,758
Year 45	12/31/2068	2.00%	35,051	22,913	12,138	365,896



## Warrant 602 July 2, 2021

Vendor	Description	Fund	Amount
Waste Management	Landfill charges-6/16/21-6/30/21	wwtp/sts	\$12,499.45
Total			\$12,499.45



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

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# MEMORANDUM

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DATE: June 29, 2021

TO: Honorable Mayor Eveleth & City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: City of Owosso ICMA-RC Amendment

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Per the attached documents, and approved in the 2021-22 City of Owosso budget, changes are being made to the ICMA-RC 401(a) plan for non-union employees. We are increasing city contributions from four percent (4%) to six percent (6%) and if an employee contributes three percent (3%) the City will match an additional three percent (3%). I have updated the *ICMA-RC Governmental Money Purchase Plan Adoption Agreement* (attached). The ICMA-RC plan is a combined plan between the non-union (General City) group and American Federation of State, County and Municipal Employees (AFSCME) group hired after 6/1/2005. The changes for the non-union employees are specified in the ADDENDUM, but the AFSCME employees also had to be included based on what their current contract provisions state. I recommend approval and authorization of the ICMA-RC amendment.

**RESOLUTION NO.**

**APPROVING AMENDMENT TO, AND RESTATEMENT OF,  
THE ICMA DEFINED CONTRIBUTION PLAN FOR  
GENERAL CITY NON-UNION EMPLOYEES HIRED AFTER JUNE 1, 2005  
AND AFSCME EMPLOYEES**

WHEREAS, the City of Owosso has employees rendering valuable services; and

WHEREAS, the City of Owosso has established a qualified retirement plan for such employees that serves the interest of the city by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City of Owosso has determined that an amendment of the qualified defined contribution (401(a)) retirement plan will serve these objectives; and

NOW THEREFORE BE IT RESOLVED that the City of Owosso hereby amends and restates the qualified retirement plan (the "Plan") in the form of The ICMA Retirement Corporation Governmental Money Purchase Plan Adoption Agreement.

BE IT FURTHER RESOLVED that the City of Owosso's contribution to the ICMA Retirement Corporation Governmental Money Purchase Plan 401(a) increase to six percent for non-union employees enrolled in the plan and if the employee contributes three percent towards the retirement plan, the City will contribute an additional three percent to said plan;

BE IT FURTHER RESOLVED that the amendments are approved and effective July 1, 2021.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign appropriate documents to effectuate this change.

**ICMA RETIREMENT CORPORATION**  
**NOW MISSION SQUARE RETIREMENT**  
**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST**  
**ADOPTION AGREEMENT – ADDENDUM**  
**CITY OF OWOSSO – 401(a) – PLAN # 106249**

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**VI. CONTRIBUTION PROVISIONS**

1. The Employer will follow the contribution schedule outlined below:

<b>Position</b>	<b>Employer Contribution</b>	<b>Employee Contribution</b>
Non-union Employees	6% non-match. The ER shall contribute on behalf of each participant dollar-for-dollar a matching contribution for every participant contribution up to a maximum of 3% of EE's pre-tax contributions in a given plan year.	After-tax up to IRS maximum, except for the 3% match listed under ER contributions.
AFSCME Union Employees hired after 6/1/2005	4%	Required "picked-up" mandatory participant contribution of 6%.

**EMPLOYER SIGNATURE & DATE**

Signature of Authorized Plan Representative: \_\_\_\_\_

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

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

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

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE  
PLAN ADOPTION AGREEMENT**

Plan Number 10- 106249

The Employer hereby establishes a Money Purchase Plan to be known as City of Owosso  
\_\_\_\_\_ (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan.

**New Plan or Amendment and Restatement (Check One):**

☒ **Amendment and Restatement**

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

City of Owosso

**Effective Date of Restatement.** The effective date of the Plan shall be:

7/1/2021

*(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)*

☐ **New Plan**

**Effective Date of New Plan.** The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: \_\_\_\_\_

*(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)*

**I. EMPLOYER:** City of Owosso

*(The Employer must be a governmental entity under Internal Revenue Code § 414(d))*

**II. SPECIAL EFFECTIVE DATES**

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

See 6/1/2005 special effective date under eligibility.

*(Note provision and effective date.)*

**III. PLAN YEAR:**

The Plan Year will be:

☒ January 1 – December 31 (*Default*)

☐ The 12 month period ending \_\_\_\_\_  
Month Day

**IV. Normal Retirement Age shall be age 65 (not less than 55 nor in excess of 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

**In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age \_\_\_\_\_.**

*Important Note to Employers:* Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

**V. COVERED EMPLOYMENT CLASSIFICATIONS**

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☒ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.  
Specific positions are acceptable.) AFSCME union employees hired after 6/1/2005

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

**Note:** As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.



2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be \_\_\_\_\_ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age \_\_\_\_\_ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

☐ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant see adden% of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☐ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. \_\_\_\_\_% of Earnings,

ii. \$\_\_\_\_\_, or

iii. a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions' (pick up is required if Option A is not selected).

☐ Yes

☐ No

*("Yes" is the default provision under the Plan if no selection is made.)*

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 0 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.).

The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_% of Earnings or \$\_\_\_\_\_. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

<sup>1</sup> Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- ☐ **Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$\_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is ☐ more or ☐ less.

- ☐ **Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- ☐ **Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_);

PLUS \_\_\_\_\_ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$\_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is ☐ more or ☐ less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in \_\_\_\_\_ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly      ☒ Biweekly      ☐ Monthly      ☐ Annually in \_\_\_\_\_ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☒ Yes      ☐ No      (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes      ☒ No      (*"No" is the default provision under the Plan if no selection is made.*)

## VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☒ Yes      ☐ No      (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☒ Yes      ☐ No      (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

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## VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes      ☐ No      (*"Yes" is the default provision under the Plan if no selection is made.*)

## IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	0 _____ %
One	0 _____ %
Two	50 _____ %
Three	60 _____ %
Four	70 _____ %
Five	80 _____ %
Six	90 _____ %
Seven	100 _____ %
Eight	100 _____ %
Nine	100 _____ %
Ten	100 _____ %

## XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
  - ☐ Normal Retirement Age
  - ☒ Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
  - ☐ Alternate age (after Normal Retirement Age): \_\_\_\_\_
  - ☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
  - ☒ Yes      ☐ No      (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
  - ☐ Yes      ☒ No      (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
  - ☐ Yes      ☒ No      (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
  - ☒ Yes      ☐ No      (*"No" is the default provision under the Plan if no selection is made.*)

## XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

### XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- ☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- ☐ 2. Other: \_\_\_\_\_  
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

**Final Pay shall be defined as (select one):**

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):  
\_\_\_\_\_

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of Final Pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

### XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- ☐ 2. Other: \_\_\_\_\_  
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

**Accrued Leave shall be defined as (select one):**

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

☐ **1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant \_\_\_\_\_ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute \_\_\_\_\_ % (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to \_\_\_\_\_ % (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVI.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan. This ICMA Retirement Corporation Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018, and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

**XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.



In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: \_\_\_\_\_

Nathaniel R. Henne

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

City Manager

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

Attest: \_\_\_\_\_

Date:  $\frac{06}{Month}$  /  $\frac{29}{Day}$  /  $\frac{2021}{Year}$  \_\_\_\_.

**For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:**

ICMA-RC  
777 N. Capitol St. NE  
Suite 600  
Washington, DC 20002  
800-326-7272 ICMA RETIREMENT CORPORATION



777 NORTH CAPITOL STREET, NE  
WASHINGTON, DC 20002-4240  
800-669-7400  
WWW.ICMARC.ORG  
BRC000-214-46187-0220-W1303



DATE: 7.6.21  
TO: CITY COUNCIL  
FROM: CITY MANAGER  
SUBJECT: Amendment to Miscellaneous Water Policy and Service Charges

**BACKGROUND:**

The city's water ordinance (Chapter 34, Article III) does not address a requirement to connect to the city's water system if it is available – unlike the city's sewer ordinance which does require connection (Chapter 34, Article IV, Section 34-123).

The water ordinance does allow the city manager to make additional rules and regulations concerning the water system and connections – subject to council approval. What Article III, Section 34-79 states is:

*The city manager may make and issue additional rules and regulations concerning the water distribution system, connections thereto, meter installations and maintenance, connection and meter installation fees, hydrants and water mains and the appurtenances thereto, not inconsistent herewith. Such rules and regulations shall be effective upon approval by the council. The rules and regulations now in effect shall continue until changed in accordance with this section.*

Currently, there are two businesses within the city limits that have access to the city's water system that are refusing to connect – or connect solely to – the city's water system. These businesses are connecting to private wells for drinking water which poses hazards. In addition, there are two known residential properties on Nafus and Frederick that are currently operating with private wells subject to legal nonconforming status (properties must connect to water if/when they sell).

The main goal of this rule is to make it clear that private wells are not allowed in the city. Recent health and safety standards passed by the state and federal governments necessitate that the city be clear about the safety of drinking water within its jurisdiction.

This new rule would not apply outside of city limits.

**RECOMMENDATION:**

Approve the amended "Miscellaneous Water and Service Charges" Policy to include the following language:

*The owner of any house, building, or property used for human occupancy, employment, recreation, or other purposes – situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may hereafter be located a city water distribution system – is hereby required at his or her expense to install suitable water service connection to said city water distribution system directly in accordance with local and state laws, rules, and policies for*

*water service connections within ninety (90) days after the date of official notice from the city to make said connection. Existing private water wells must be abandoned and taken out of service once a city water distribution system service connection is made.*

ATTACHED: Revised Miscellaneous Water and Service Charges Policy.

## RESOLUTION NO.

### ESTABLISHMENT OF MISCELLANEOUS WATER POLICY AND SERVICE CHARGES EFFECTIVE IMMEDIATELY

WHEREAS, the city of Owosso owns and operates water and wastewater utilities; and

Whereas, the city of Owosso must have policies and service charges in addition to the basic rates pursuant to the *Code of Ordinances of the City of Owosso, Michigan* Sec. 34-79. Additional regulations and Sec. 34-81 Rules, regulations and fees.

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

FIRST: The city council hereby adopts the following policies and service charges for the water utility which shall become effective immediately.

SECOND: That any policies previously adopted which conflict with the provisions of the following policies and services are hereby repealed.

#### I. Service Costs – Customer Request for Turn-on/off of Water Service

- a. There shall be no service charge for routine turn-on or turn-off of a water service during normal working hours or for an emergency after-hours call. Normal work hours are 7:00 a.m. to 3:30 p.m. Monday-Friday excluding holidays. An emergency is a situation such as a ruptured water service line that would result in significant loss of water and/or property damage and is not due to negligence or fault of the customer.
- b. A \$30.00 service charge shall apply for return appointments during normal work hours when required by the customer's failure to keep a previous service appointment. (Note: A water service will not be turned on unless a responsible person is present who can verify that there are no leaks in the internal plumbing.)
- c. A \$30.00 service charge shall no longer apply for seasonal meter turn-on and account activation (during normal working hours only). Quarterly Readiness to Service charges shall continue to be billed.
- d. A \$60.00 service charge shall apply for after-hours, non-emergency customer-requested and scheduled service calls up to one hour in duration. After-hours service exceeding one hour and/or requiring more than one employee will be charged the actual cost.

#### II. Service Costs - Customer Request for RPZ (reduced pressure zone) Backflow Inspection

- a. Initial compliance inspections and noncompliance inspections are at no charge to the customer.
- b. If additional inspections are necessary, a \$30.00 re-inspection fee for each additional inspection will be added to the water bill.

#### III. Service Costs - Nonpayment of Water and/or Sewer Bills by Due Date

- a. A \$30.00 service charge shall be applied when payment is not received by the shut-off due date, and the past due account was added to the shut-off listing.
- b. An additional \$30.00 service charge shall be paid prior to turning on a water service, which was turned off for nonpayment, if such turn-on request would occur after 5:00 p.m. on a normal working day.

- c. A \$25.00 service charge shall be paid for returned payments (for any reason), for account holders having insufficient funds. A \$35.00 service charge shall be paid if the returned payment amount is not repaid within seven days of notification.

#### IV. Water Service Permit

- a. The owner of any house, building, or property used for human occupancy, employment, recreation, or other purposes – situated within the city and abutting on any street, alley, or right-of-way in which there is now located or may hereafter be located a city water distribution system – is hereby required at his or her expense to install suitable water service connection to said city water distribution system directly in accordance with local and state laws, rules, and policies for water service connections within ninety (90) days after the date of official notice from the city to make said connection. Existing private water wells must be abandoned and taken out of service once a city water distribution system service connection is made.
- b. A permit processing fee of \$30.00 will be required for all new services requested.

#### V. Hydrant Use Requests

- a. Contractors and special projects. A \$1,000 service charge will be required at time of permit application. This fee includes the minimum charge of \$50.00 for 5,000 bulk gallons of water, plus additional charges of \$10.00 per 1,000 gallons, or fraction thereof, consumed greater than the minimum quantity. Owosso water system personnel will attach a water meter and RPZ backflow preventer to the hydrant for contractor use. If the water meter and RPZ are returned in good operating condition, the contractor will receive a \$450.00 refund, less charges for additional water consumed greater than the minimum quantity. Hydrant meters will not be provided from December 1 and March 31, unless the contractor can provide acceptable protection of equipment during freezing temperatures.
- b. Resident pool filling. Minimum charge for the filling of pools is \$300.00, and includes the first 5,000 gallons of water. A \$10.00-per-1,000 gallons, or fraction thereof, will be charged after the first 5,000 gallons.

#### VI. Hydrant Flow Data Requests

- a. The charge for water distribution modeling data (average day psi, max day psi, peak hour psi, and available fire flow in gallons per minute/GPM @ residual pressure of 20 psi) is \$135.00.
- b. The charge for actual field flow data & psi testing will be \$270.00. This field work does not include providing distribution modeling data.

#### VII. Customer Deposits

- a. Deposit for in-city-of-Owosso tenant accounts is \$245.00.
- b. Deposit for all accounts outside the city of Owosso is \$245.00.

*I hereby certify that the foregoing document is a true and complete copy of action taken by the Owosso City Council at the regular meeting of July 6, 2021.*

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Amy K. Kirkland, City Clerk



## **MEMORANDUM**

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

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DATE: July 2, 2021  
TO: Mayor Eveleth and the Owosso City Council  
FROM: Nathan R. Henne, City Manager  
SUBJECT: 1112 Beehler Street property acquisition

### **RECOMMENDATION:**

Acquire the property at 1112 Beehler Street for direct access to the City's sewer interceptor.

### **BACKGROUND:**

In May of 2016 the City sold the lot at 1112 Beehler Street as part of an auction of City-owned properties. Unfortunately this sale was completed in error as the property was originally purchased by the City to maintain direct access to the City's sewer interceptor which runs along the river toward the rear of the property. Direct access to the interceptor would be needed for the potential waste water holding tank project as part of the solution for the City's sanitary sewer overflow issues. Also, this lot would provide needed access to clean and maintain the interceptor itself. With the Council's blessing, the City approached the new owners of the property several times to see if it could be reacquired, but the owners were unwilling to sell. Recently the property was put up for sale and the City took advantage of the opportunity putting in a full-price offer, which was accepted.

The purchase agreement and resolution are attached.

### **FISCAL IMPACTS:**

The owner has agreed to sell the property for \$30,000 with the closing to take place toward the end of July.

**RESOLUTION NO.**

**AUTHORIZING THE PURCHASE OF REAL PROPERTY  
COMMONLY KNOWN AS 1112 BEEHLER STREET**

WHEREAS, the City of Owosso was made aware of a parcel of property available for sale within the City, commonly known as 1112 Beehler Street; and

WHEREAS, said property offers direct access to the City's sewer interceptor which is essential to the waste water holding tank project that is being proposed as part of the solution to the City's sanitary sewer overflow issues; and

WHEREAS, the City Council desires to purchase said property and a reasonable price of \$30,000 has been negotiated with the seller.

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 it is advisable and in the public interest to purchase the parcel commonly known as 1112 Beehler Street in the amount of \$30,000 plus closing, recording, and other miscellaneous costs.
- SECOND: The purchase is contingent upon the receipt of a satisfactory title and search and other items included in the purchase agreement.
- THIRD: The Mayor, City Clerk, and City Manager are hereby instructed and authorized to sign necessary documents and take necessary actions to complete the purchase.
- FOURTH: Payment for said property will be made with funds from the Sewer Capital Outlay Fund (590-901-973.000).



## GREATER SHIAWASSEE ASSOCIATION OF REALTORS®

## BUY AND SELL AGREEMENT



THIS IS A LEGAL BINDING CONTRACT; IF NOT UNDERSTOOD PLEASE SEEK ADVICE.

SELLING OFFICER REMAX of Owosso

989-725-8119

989-725-6531

SELLING BROKER

TELEPHONE

FAX

LISTING OFFICE Prime Real Estate Group

810-214-4011

LISTING BROKER

TELEPHONE

FAX

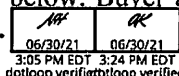
1) On this Date 06/30/2021, BUYER(S) Nathan Henne and Amy Kirkland

(Print name as you wish to appear on final documents)

☐ Spouse ☐ Other hereinafter called the Buyer hereby offers to buy from seller the following property located in the City/Twp. of Owosso, County of Shiawassee, Michigan, commonly known as 1112 Beehler St./Ave./Rd. Property is on private road, ☐ Yes ☒ No.

Tax Roll # 050-060-007-017-00 ☐ Legal Attached ☒ Supplied later.Purchase is subject to any existing building and use restrictions, zoning ordinances and easements, if any, and therefore pay the sum of: Thirty Thousand Dollars(\$ 30,000.00 )

2) **AGENCY AGREEMENT** – The Buyer(s) has reviewed, signed and is in receipt of the Agency Disclosure Form. Buyer acknowledges that the Selling Broker has the agency status indicated below. Buyer acknowledges that they are not party to a Exclusive Buyers Agency Agreement with any other real estate Broker.



Buyers Initials

☐ Seller's Agent ☒ Buyer's Agent ☐ Transaction Coordinator ☐ Dual Agent  
☐ Designated Seller's Agent ☐ Designated Buyer's Agent ☐ None of the above

*Designated Agency relationships are contractual and buyer acknowledges signing proper contracts creating a designated agency relationship, if applicable.*

3) **METHOD OF PAYMENT:** All monies will be paid by certified check, cashiers check, or money order. The sale will be completed by the following method:

☒ CASH. Buyer will pay the sales price in full upon Seller's delivery of a warranty deed conveying marketable title. Buyer shall deliver evidence of available funds on or before \_\_\_\_\_.

☐ NEW MORTGAGE. This contract is contingent on Buyer's ability to obtain a \_\_\_\_\_ mortgage loan in the amount of \_\_\_\_\_% of price. Buyer will apply for the loan within \_\_\_\_\_ business days after Seller's acceptance. If buyer fails to deliver to Seller evidence of the loan approval on or before \_\_\_\_\_, Seller may cancel this contract. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title. TIME IS OF THE ESSENCE! Any change in type of financing during the course of this transaction must be agreed upon in writing by all parties.

☐ LAND CONTRACT. See Attached Addendum.

4) **INCLUDED IN SALE:** All improvements and appurtenances are included in the purchase price, unless rented, including any of the following items which are in or on subject property: GAS, OIL and MINERAL RIGHTS OWNED BY SELLER (s); all buildings; plumbing, heating, and electrical fixtures; air conditioning equipment (window units excluded); incinerator; ceiling fan(s); built-in appliances; water softener; all drinking water and filter systems; water pumps and pressure tanks; sump pump and all back-up systems; laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds and curtain and drapery rods; attached floor coverings; all fireplace doors, grates, and screen; garage door opener and controls; screens, storm windows and doors; all awnings; landscaping; all plants; fences; mailboxes; fuel in tank at time of possession, fuel tank, attached outdoor play equipment; satellite dish and controls; all attached mirrors and bathrooms mirrors; timers; security and fire systems; pool and equipment; attached work benches; all attached shelving; underground sprinkling system; attached basketball hoop, back-board and pole; custom made items which are affixed by nail, screw or adhesive.

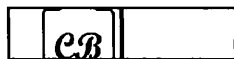
EXCEPTIONS/ADDITIONS: \_\_\_\_\_

5) **THE BUYER'S OBLIGATION** to consummate this transaction

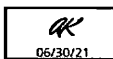
☒ is not contingent upon the sale or closing of another home.

☐ is contingent upon the sale and closing of the property located at \_\_\_\_\_

See Attached Addendum regarding sales contingency. Said property ☐ is currently ☐ is not currently pending.



Seller Initials



Buyer Initials





6) **INSPECTIONS:** It is recommended by Broker that Buyer select a licensed contractor and/or inspector to inspect and investigate the premises, as well as to conduct tests for possible environmental hazards. Buyer elects the following (check one).

- ☒ Buyer will not obtain an inspection, and hereby agrees to accept the premises in its present: "AS IS" condition.
- ☐ Buyer will obtain an inspection of the premises, at Buyer's expense, and shall, if not satisfied with the results of the inspection declare this offer null and void, in writing, within \_\_\_\_\_ calendar days of final acceptance date. If Buyer fails to terminate this agreement in the manner provided above, then it will be deemed that the Buyer accepts the premises in its present "AS IS" condition and will proceed to closing.

**SELLER AGREES** to comply with Shiawassee County Point of Sale well/septic inspection ordinance, if applicable, and to pay all costs necessary to provide Health Department Conformance Letter and inspection report to Buyer.

☐ Applicable ☒ Not Applicable

Well/septic inspections or **recommendations** not required by County ordinance will be at Buyer's choice and expense. Any inspection required for Buyers financing shall be at Buyers expense.

7) **TAXES:** Seller agrees to pay all taxes and fees billed prior to closing date. Buyer acknowledges that they are responsible for all real estate tax bills due after date of closing. **Method of prorating taxes does not necessarily represent the billing period of the taxing authority. Both Buyer and Seller understand and agree** that at time of closing these taxes will be:

- ☐ Not Prorated: Buyer agrees to pay all taxes billed on or after day of closing.
- ☒ Prorated: The immediately previous December and July tax bills (if any) having been paid by the Seller, will be prorated to the date of closing **as if paid in advance** for the current year of December 1<sup>st</sup> through November 30<sup>th</sup> and July 1<sup>st</sup> through June 30<sup>th</sup> respectively.
- ☐ July and December taxes to be combined and prorated in ARREARS, with Seller being charged from January 1st, to closing date, less July tax amount if paid by Seller.
- ☐ Other: \_\_\_\_\_

Village taxes, if any, to be prorated in ☐ advance ☐ arrears

8) **SPECIAL ASSESSMENTS:**

- ☒ Seller will pay all special assessments billed prior to closing date and all current deferred special assessments.
- ☐ Buyer will assume or pay off special assessments.

9) **SALE TO BE CLOSED** no later than 07/30/2021 unless mutually agreed to extend. Closing shall be coordinated by listing broker. **TIME IS OF THE ESSENCE. Buyer will pay** for recording fees for all recordable documents, title company closing fee if mortgage sale (except VA): mortgage closing costs required by lender, all inspections other than Shiawassee County Point of Sale Inspection.

Buyer shall pay for ☐ stake survey/recertification ☐ mortgage report survey ☒ Buyer requires no survey

**Seller will pay** for an owner's policy of title insurance in the amount of the sale price; all cost required to comply with Shiawassee County Point of Sale ordinance, all cost required to convey clear title, title company closing fee if closing a cash, purchase money mortgage, land contract transaction or VA mortgage; state, county transfer tax on deed, land contract, and/or other security instruments and documents to convey clear title.

10) **POSSESSION TO BE DELIVERED:**

- ☒ To the Buyer at closing.
- ☐ Seller shall have the privilege to occupy the property for a period of \_\_\_\_\_ days from the date of closing to terminate at 12:00 noon on the final day. From the date of closing through the date of vacating, Seller shall pay to buyer an occupancy fee of \$\_\_\_\_\_ per day to be collected in advance from sellers proceeds at closing and deposited in either Listing Broker trust account or Listing Broker designated title company escrow, which will be paid to buyer upon seller vacating with any amount for unused days reimbursed to seller.
- ☐ Buyer may do a walk through 24 hours prior to closing.

**IF TENANTS OCCUPY THE PROPERTY, THEN:**

- ☐ Seller will vacate the tenants before closing.
- ☐ Buyer will assume responsibility for tenant's rights. All rent monies, as prorated, all security deposits, leases and inventory check sheets, if any, will be transferred to the Buyer from the Seller at the time of Closing.

**CB**

Seller Initials

**MM**

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**AK**

Buyer Initials

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**11) SELLER IS RESPONSIBLE** for fire and extended coverage insurance until sale is closed and is liable to Buyer for any utility bills and any damage caused to the property after closing and before vacating. Seller confirms by signing this agreement that property and improvements will be in comparable condition upon possession, natural wear excepted. **The property will be left free and clear of all trash and personal property not included in this contract.** ☐ Broker shall hold \$100.00 from the sellers' proceeds at closing to cover the final water bill. Said funds shall be held by either Listing Broker trust account or Listing Broker designated title company escrow, which will pay the final water bill and reimburse the remainder to the seller.

**12) BUYER AGREES** that Buyer is not relying on any representation made by the Seller or any real estate salesperson (whether made intentionally or negligently) regarding the condition of the property or any aspect of this sale transaction, except as may be expressly set forth in this agreement, a written addendum to this agreement, or a disclosure statement signed separate by the Seller. Accordingly, Buyer agrees to accept premises "AS IS" and "WITH ALL FAULTS" (whether obvious or concealed) except as otherwise provided in the documents specified in the preceding sentence. The closing of this sale shall constitute acknowledgement by the buyer that the buyer has had the opportunity to retain a professional to inspect the property and that the condition of the property is acceptable to the buyer.

**13) SELLERS DISCLOSURE:**

- ☐ Buyer acknowledges that a Seller Disclosure Statement has been provided to buyer.
- ☒ Seller shall provide Buyer with a Seller Disclosure Statement no later than Seller's response to this offer. Buyer shall have 72 hours from receipt to withdraw their offer based on the Sellers Disclosure Statement.
- ☐ Property is exempt from the Sellers Disclosure Act.

**14) LEAD-BASED PAINT DISCLOSURE/INSPECTION:**(For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller on \_\_\_\_\_ the terms of which are incorporated herein by reference.

- ☐ Buyer shall have a \_\_\_\_\_ day opportunity after date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.
- ☒ Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**15) LAND DIVISION ACT** (For unplatted only) ☐ see attached addendum

**16) EARNEST MONEY,** Buyer herewith deposits \$1000.00 \_\_\_\_\_ showing Buyer's good faith; which will be deposited with REMAX of Owosso \_\_\_\_\_ in escrow or in the trust account of REMAX of Owosso \_\_\_\_\_ (Broker) and to apply as part of the purchase price. If the Buyer defaults, Seller may demand the deposit and pursue legal remedies. If the Seller defaults, Buyer may demand refund of the deposit and pursue legal remedies. In the event of a dispute the Broker holding the deposit shall notify Buyer and Seller in writing of Broker's intended disposition of the deposit. If the parties do not object to such disposition within thirty (30) days after the date of Broker's notice, they shall be deemed to have agreed to the Broker's proposed disposition. If a party objects and no mutual agreement can be negotiated, Broker may deposit the funds by interpleader with court of proper jurisdiction or wait for further action by the parties.

**17) ATTORNEY RECOMMENDED:** This is a legal, binding contract. Broker recommends to all parties that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been satisfied. This contract binds Buyer, Seller, their personal representatives and heirs, and any one succeeding to their interest in the property. Buyer shall not assign this contract without Seller's prior written permission.

**18) FACSIMILE AGREEMENT:** The Buyer(s) and the Seller(s) agree that an electronic transfer/facsimile of any original document shall have the same effect as an original. Any signature required on an original shall be completed when a facsimile copy has been signed. The parties agree that originally signed facsimile copies of documents shall be appended to the originals thereof, and given full effect as if an original.

**19) CIVIL RIGHTS:** It is agreed by the Agent, Broker and Seller or Lessor, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, family status, marital status, height or weight by said parties in respect to the sale or lease of the subject property is PROHIBITED.

**CS**

Seller Initials

**AM**  
06/30/21  
3:05 PM EDT  
document verified

PAGE 0000000000

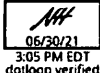
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06/30/21  
3:04 PM EDT  
document verified

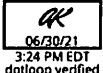
Buyer Initials

**CE**  
07/01/21  
10:17 AM EDT  
document verified

**20) ARBITRATION:** Any claim of Seller or Buyer arising out of the agreement relating to the disposition of the earnest money deposit or the physical condition of any property covered by this agreement, shall be arbitrated in accordance with the rules, then in effect, adopted by the CAS and Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitration, MCL 600.5001, as amended, and the applicable court rules, MCR 3.602, as amended. The terms of this provision shall survive the closing.

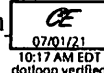
Buyer's accept arbitration

  
 06/30/21  
 3:05 PM EDT  
 dotloop verified

  
 06/30/21  
 3:24 PM EDT  
 dotloop verified

 (Initials)  
  
 07/01/21  
 10:17 AM EDT

Buyer's waive arbitration

  
 07/01/21  
 10:17 AM EDT  
 dotloop verified

 (Initials)  

**21) OTHER PROVISIONS:**

None

☐ See Attached Addendum

**22)** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this agreement and the marketability of title, and Buyer(s) and Seller(s) release the Listing Broker and Selling Broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to the Buy and Sell Agreement, any addendums or counteroffers; all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker from any and all claims related to those matters.

**23) ACKNOWLEDGEMENT:** Buyer and Seller agree that this is the entire agreement between the parties and that there are not other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understanding or representations made by the parties or their agents. Buyer(s), by signing this offer, further acknowledges receipt of a copy of this written offer. Buyer(s) has the right to rescind this offer in writing until notice is given to Buyer(s) or Buyers Agent of Seller(s) response. If notice of response of this offer by the Seller(s) is not given by (Date) \_\_\_\_\_ at \_\_\_\_\_ AM/PM, this offer will expire and be of no further force and effect.

Nathan Henne

 dotloop verified  
 06/30/21 3:05 PM EDT  
 DSHE-MCBI-ZVEP-JOPQ

BUYER

Amy Kirkland

 dotloop verified  
 06/30/21 3:24 PM EDT  
 WLDE-403B-WQES-TBAV

BUYER

Received from above named Buyer, Deposit monies in the form of CK# \_\_\_\_\_

by

Lance R. Omer

 dotloop verified  
 06/30/21 2:50 PM EDT  
 MK8C-JHCM-Y4JC-0IDB

Agent/Broker

Chris Eveleth

 dotloop verified  
 07/01/21 10:17 AM EDT  
 PLIB-KBJW-BOPU-YCCP

**24) THE ABOVE AGREEMENT:** Written on 6/30/2021 From Nathan Henne, Amy Kirkland, and Chris Eveleth  
 Buyer's name

Property located at 1112 Beehler, Owosso, MI 48867

SELLER'S ACCEPTANCE OR COUNTER OFFER is:

☒ Accepted as written☐ Rejected☐ Seller's counteroffer☐ see addendum (s) attached hereto

**25) The Seller agrees to pay** the Listing Broker, the brokerage fee specified in a sales agency contract or other agreement between them. Seller agrees that the Brokerage fee may be shared by the Listing Broker with any cooperating Broker who participates in the sale, in such amount as the Listing Broker decides, without further disclosure to or consent from Seller. EXCEPTIONS: \_\_\_\_\_

**26) SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT SHALL NOT RELIEVE THE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR LAND CONTRACT TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR VENDOR OR REQUIRED BY LAW OR REGULATION.**




Seller Initials





Buyer Initials

Authenticsign ID: 2597E171-01DB-4E1A-A4A0-FC7E7E814E22

**27) ARBITRATION:**

Seller agrees to arbitrate as indicated in paragraph # 19   seller's initials  
Seller waives arbitration   seller's initials

**28) ACKNOWLEDGEMENT:**

Seller hereby acknowledges receipt of a copy of this agreement on (Date) \_\_\_\_\_, \_\_\_\_\_ AM \_\_\_\_\_ PM  
In the event of this offer being accepted as written as indicated above this date shall be the "final acceptance date."

Authenticsign  
*Charles Gilbert III* 07/01/2021  
SELLER 7/01/21 12:09:48 PM EDT ADDRESS PHONE#  
  
SELLER ADDRESS PHONE#

**29) BUYER'S RECEIPT/RESPONSE:**

☐ RECEIPT is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ ACCEPTS SELLER'S counter offer. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

☐ REJECTS

(Date) \_\_\_\_\_ AM \_\_\_\_\_ PM  
In the event that the buyer has accepted Sellers counter offer as indicated above, this shall be the final acceptance date, otherwise the date of the sellers acceptance on page 4 will be the final acceptance date.

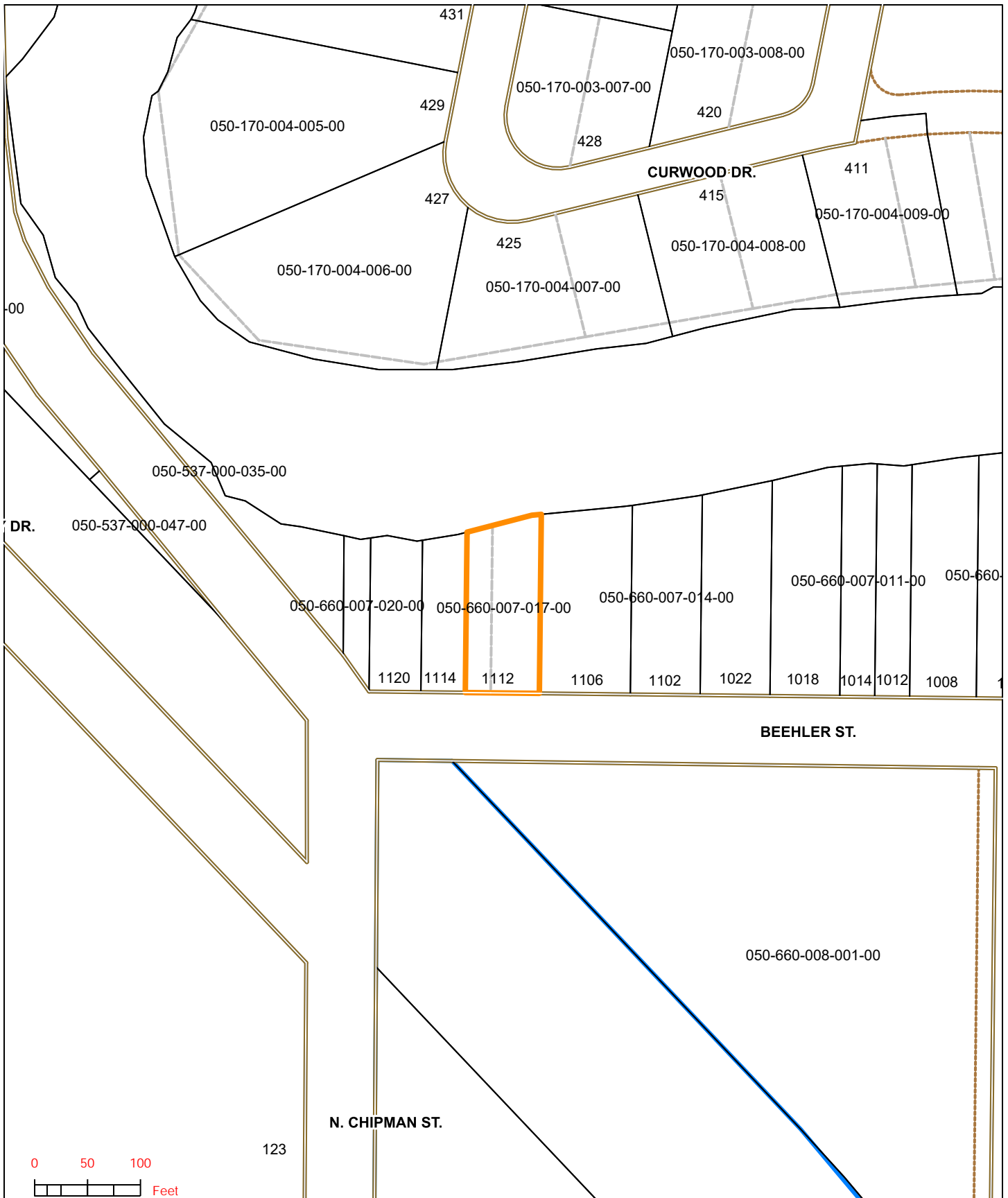
301 W. Main, Owosso, MI 48867 989-484-8407  
BUYER ADDRESS PHONE#  
 301 W. Main St., Owosso, MI 48867  
BUYER ADDRESS PHONE#

DISCLAIMER: This form is provided solely for REALTOR® members of the Greater Shiawassee Association of REALTORS®. Any unauthorized use of this form shall constitute copyright infringement. Those who use this form are expected to review both this form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Shiawassee Association of REALTORS® is not responsible for the use or misuse of the form, for misrepresentation, or warranties made in connection with the form.

Seller Initials  *CB*  Buyer Initials  
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# OWOSSO

Originally emailed to Council: 07/02/2021  
Distributed at Meeting  
From: Staff



**PARKS AND RECREATION COMMISSION  
REGULAR MEETING  
WEDNESDAY, May 26<sup>th</sup> 2021  
7:00PM  
Virtual Meeting – via Zoom**

**CALL TO ORDER:** Chairman Workman called the meeting to order at 7:05 p.m.

**PLEDGE OF ALLEGIANCE:** Was recited

**ROLL CALL:** Was taken by Amy Fuller

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

**MEMBERS ABSENT:** Commissioner Christopher Owens.

**OTHERS PRESENT:** Amy Fuller

**APPROVAL OF AGENDA:** **VICE-CHAIR SELBIG MADE A MOTION TO APPROVE THE AGENDA FOR, MAY 26, 2021 AS PRESENTED. MOTION SUPPORTED BY COMMISSIONER GREENWAY. AYES ALL, MOTION CARRIED.**

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

**PUBLIC COMMENTS:** None

**COMMUNICATIONS:** None

**OLD BUSINESS:**

Park Wireless Internet: Internet is scheduled to be installed this week (5/26) at Bentley Park. Once the installation is complete DPW and DayStarr will focus on installation at Curwood Castle. Electrical work has already been completed at the Castle to prepare for WiFi installation. Once that installation is complete, we will have a better idea of the WiFi range to decide if additional coverage should be added.

Grove Holman Building: Trust Thermal was hired for an asbestos survey which was conducted Monday (5/24). The results could take up to one month. Ms. Fuller has talked to H2A, our architect. They are recreating our original plan, with changes to try to make it fit in our budget. With construction costs as they are there and the building lacking all utilities, we have to be very budget conscious. They are trying to give us the space we want without removing any walls. Commission reviewed the two options from H2A. The building will need security camera's.

Hopkins Lake fish stocking: 1800 bluegill were ordered for delivery the first week in June. Ms. Fuller is going to try to be there when they are delivered to post to the city's social media. None of the local hatcheries had bass. We will order bass in the fall assuming they are available. We reserved \$900 of our fish stocking budget for a fall order. The DNR permit process was surprisingly easy. The permit was secured within a few days.

Old Skate Park: Ms Fuller spoke with Nick Seabasty about the skate park, per the commission's recommendation. His suggestion is to remove it. Commissioner Maginity will try to get some thought from the users of the park.

Splash Pad: DPW is expecting to turn on the splash pad Friday 5/28. They are several people short right now and a bit overwhelmed with getting things wrapped up before Curwood. Ms. Fuller will post to the city's social media pages the day it is turned on.

Tennis/Pickleball Courts: Ms. Fuller has drafted a bid document and will get it to the building department to be posted next week.

Disc Golf: The posts have all been placed for the disc golf course. We are waiting on Tim Law to bring his \$300 for signs and a written quote from the sign place so we can order signs.

Hopkins Lake Dock: The dock manufacturer created a piece to fix a trip hazard on the new dock. It has been delivered and installed.

Kayak Landing: The city/schools have a new easement for the middle school property to allow for the kayak landing. The increasing cost of materials has caused a bit of concern for the budget. The city's engineering office will be bidding out the stairs for the landing within the next month or two. This will provide more concrete numbers for our budget. We will be applying for our permit from the state as soon as the easement document is signed by the Mayor, Clerk and School District. We anticipate that will be within the next week.

### **NEW BUSINESS:**

Check Register Review, no comments.

Bench and Tree Program: There have been people purchasing and/or inquiring about purchasing trees & benches for placement in our parks. The Commission will be developing a process to be put up on the city website.

**BENTLEY PARK SECURITY CAMERAS: COMMISSIONER SMITH MADE A MOTION TO ALLOCATE \$1,800 FOR A CAMERA SYSTEM TO BE INSTALLED BY RETRIEVER SOLUTIONS. MOTION SUPPORTED BY BY VICE-CHAIR SELBIG, AYES ALL. MOTION CARRIED.**

The Commission is looking into another dock to be located between the boat launches on the east side of Hopkins Lake. Last year we were quoted \$4,624 for this project. Ms. Fuller is getting updated pricing.

Park Signage: The commission is looking to improve overall signage for our parks. Ms. Fuller has taken inventory of the signs for all of our parks and we think improvements could be made. We will be starting with Bennett Field.

**PARK SIGNAGE: VICE-CHAIR SELBIG MADE A MOTION TO HAVE MS. FULLER CONTACT MDOT TO SEE IF THEY CAN PROVIDE BETTER WAYFINDING TO BENNETT FIELD ON STATE HIGHWAYS. MOTION SUPPORTED BY COMMISSIONER GREENWAY. AYES ALL, MOTION PASSED.**

Ballfield lights: Ms Fuller inquired as to the commissions willingness to supply a missing at Demuth field. It was decided that ballfield lights should be supplied out of the general fund.

**NEXT MEETING: COMMISSIONER MAGINITY MADE A MOTION THAT OUR NEXT MEETING BE HELD AT BENTLEY PARK. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION PASSED**

Next Meeting: JUNE 23, 2021 @ 7:00 PM @ Bentley Park

Public/Commissioners Comments: None

### **ADJOURNMENT:**

**VICE-CHAIR SELBIG MADE A MOTION TO ADJOURN AT 8:25 P.M. MOTION SUPPORTED BY COMMISSIONER GREENWAY. AYES ALL, MOTION CARRIED.**

**MINUTES**  
**REGULAR MEETING OF THE**  
**DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET**  
**CITY OF OWOSSO**  
**JUNE 2, 2021 AT 7:30 A.M.**

**CALL TO ORDER:** The meeting was called to order by Chairman Dave Acton at 7:36 A.M.

**ROLL CALL:** Taken by Recording Secretary Debbie Hebert

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

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Josh Adams, Owosso Mainstreet/DDA Director

**AGENDA:** IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE AGENDA AS PRESENTED.

**AYES: ALL. MOTION CARRIED.**

**MINUTES:** IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE MINUTES FOR MEETING HELD MAY 5, 2021.

**AYES: ALL, MOTION CARRIED.**

**PUBLIC COMMENTS:** None

**ITEMS OF BUSINESS:**

**1) NEW BOARD MEMBER RECOGNITION** – Chairman Dave Acton welcomed new board members Brianna Carroll and Eric Lab. He extended his assistance should they have any questions as they learn more about the board and share their passion to grow downtown Owosso.

**2) CHECK REGISTER** – the board reviewed the check register. Authority Member Osika requested to have credit card statement paid in this register to be attached to the minutes.

**IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER MOORE TO APPROVE THE CHECK REGISTER FOR MAY 2021 AS PRESENTED.**

**AYES: ALL. MOTION CARRIED.**



**3) Budget Report** – the final budget report of FY 2020/2021 was presented to the board. Maintenance was increased for expenses in early fall. A reserve of \$8,000 - \$12,000 will carry over into the next fiscal year for possible upcoming streetscape improvements.

**IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE BUDGET REPORT FOR JUNE 2021.**

**AYES: ALL. MOTION CARRIED.**

**3) Shia Cash Reports** – President Greg Klapko provided a report detailing the promotion of the Owosso Main Street logo on the Chamber website under the ShiaCash tab. Owosso Main Street logo was included in all 4 ShiaCash videos ran. The page has been viewed 3,602 times in the last 30 days.

**4) Revolving Loan Applications** – Two Applications were presented to the board by the Revolving Loan Committee as follows:

- a. Charles F. Gilbert and Sons, Inc. – New Addition Construction: \$50,000.00, 3-Year Term
- b. The Sideline Sports Bar – New bar/restaurant Start-UP: \$50,000, 5-Year Term

**IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE REVOLVING LOAN APPLICATIONS APPROVED BY THE REVOLVING LOAN COMMITTEE AS PRESENTED.**

**AYES: ALL. MOTION CARRIED.**

**5) Revolving Loan Deferment** – Kleeman Properties was given a three-month deferment earlier this spring. The Revolving Loan Fund Manual allows up to 6 months deferral. Kleeman Properties continues to work with Consumers Energy to retrofit the building for the machinery they plan to use. An extension of the additional 3 months deferment is requested.

**IT WAS MOVED BY AUTHORITY MEMBER CUSHMAN, SUPPORTED BY AUTHORITY MEMBER OSIKA TO APPROVE THE REVOLVING LOAN APPLICATIONS APPROVED BY THE REVOLVING LOAN COMMITTEE AS PRESENTED.**

**AYES: ALL. MOTION CARRIED.**

**6) Board Member Training w/Michigan Main Street** –The Michigan Mainstreet Team is willing to do a virtual board member training including a history with how “Michigan Main Street Works”. Members discussed possible days and times. It was concluded that an in-person training after Covid 19 restrictions are lifted would be more beneficial. Director Adams will contact Michigan Mainstreet for fall 2021 availability.

Owosso Mainstreet/DDA has been selected to receive a Development Technical Service, a \$2,000 - \$4,000 value. Michigan Mainstreet will provide a consultant to assist with developing a fund-raising strategy for the organization. Members agreed this is a beneficial opportunity.

#### **COMMITTEE UPDATES:**

- 1) Design and Business Vitality** – Design committee met with Doug Peterson to address controlling weeds, progress on new beds and to note weak areas to address in near future. The walkabout provided beneficial. The committee will have shorter agendas and plan to do the walkabout each meeting.

The window decal program, will offer double-sided decals as a historical emblem or badge with a historical perspective of the building.

The Vibrancy grant along with unused streetscape bond money will be used for tables, benches and trash containers. Benches needed on Exchange Street. The walkabout assisted in locating areas to add items, as well as, areas of concern. Streetscape and design committees will have short agendas and will do repeat walkabouts.

Hanging baskets are being hung today, June 2<sup>nd</sup>. Department of Public Works still have to hang large hanging brackets after Curwood Festival. Bridge baskets will be placed this week. Downtown beds have been planted. Bags of dirt have been placed for gardeners to add to the beds. Petersons Landscaping will add mulch to each bed for a uniform appearance and provides an organic fertilizer for beds. Each bed will be professionally weeded and maintained.

- 2) **Promotion & Outreach** – Preparations are beginning for Artwalk. It has been proposed to obtain permission from property owners of downtown vacant buildings to allow for additional vendors to set up in front of their buildings to sell their wares. Allowing for a larger more vibrant sidewalk sale. Scheduled for July 15-18<sup>th</sup>.  
The RLF has been very successful. If monies are available, it would be helpful to add to the existing fund. It is possible that future monies from the federal government may become available. The Owosso Mainstreet/DDA will request to be included, as well as, offer to be a template for other small communities to pattern their own Revolving Loan Fund Program.

- 3) **Business Owners Committee** – None

**BOARD CONTINUING EDUCATION/INFORMATION:**

**Director Update:** (See attached report) the structure of report has changed. It is now in an “At A Glance” format.

**PUBLIC COMMENTS:** None

**BOARD COMMENTS:** Chairman Dave Acton prepared the board for the live evaluation of Director Adam’s Performance to follow after adjournment and a short break.

**ADJOURNMENT:** IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO ADJOURN AT 8:30 A.M.

**AYES: ALL. MOTION CARRIED.**

12:49 PM

05/03/21

**Owosso Main Street**  
**Reconciliation Summary**  
**296-000-202.100 Credit Card, Period Ending 04/15/2021**

	Apr 15, 21
Beginning Balance	197.05
Cleared Transactions	
Charges and Cash Advances - 8 items	-761.81
Payments and Credits - 1 item	197.05
Total Cleared Transactions	-564.76
Cleared Balance	761.81
Uncleared Transactions	
Charges and Cash Advances - 2 items	-329.30
Total Uncleared Transactions	-329.30
Register Balance as of 04/15/2021	1,091.11
Ending Balance	1,091.11

12:49 PM

05/03/21

**Owosso Main Street**  
**Reconciliation Detail**  
**296-000-202.100 Credit Card, Period Ending 04/15/2021**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						197.05
<b>Cleared Transactions</b>						
<b>Charges and Cash Advances - 8 items</b>						
Credit Card Charge	03/12/2021		Notion Labs	X	-20.00	-20.00
Credit Card Charge	03/15/2021		BlueHost, Inc	X	-157.96	-177.96
Credit Card Charge	03/17/2021		Zoom	X	-158.89	-336.85
Credit Card Charge	03/18/2021		Squarespace	X	-144.00	-480.85
Credit Card Charge	03/24/2021		Google	X	-9.99	-490.84
Credit Card Charge	03/25/2021		Network Solutions	X	-15.98	-506.82
Credit Card Charge	04/02/2021		MusicBed	X	-14.99	-521.81
Credit Card Charge	04/14/2021		SignWorld	X	-240.00	-761.81
Total Charges and Cash Advances					-761.81	-761.81
<b>Payments and Credits - 1 item</b>						
Bill	04/05/2021		First Bank Card	X	197.05	197.05
Total Cleared Transactions					-564.76	-564.76
Cleared Balance					564.76	761.81
<b>Uncleared Transactions</b>						
<b>Charges and Cash Advances - 2 items</b>						
Credit Card Charge	03/17/2017		Luke Lisi		-1.00	-1.00
Credit Card Charge	03/16/2018		Deluxe Business C...		-328.30	-329.30
Total Charges and Cash Advances					-329.30	-329.30
Total Uncleared Transactions					-329.30	-329.30
Register Balance as of 04/15/2021					894.06	1,091.11
<b>Ending Balance</b>					<b>894.06</b>	<b>1,091.11</b>

### RECENT ACTIVITY “AT-A-GLANCE”

Item	Activity
Woodard Place Repairs	All concrete work is complete; new flower containers need to be purchased; the whole pocket park will be restored this spring
Match on Main	OMS/DDA was awarded a \$25k Match on Main grant for Gilbert’s Hardware & Appliance for their new building addition; Final grant agreement documents have been submitted to the MEDC.
Michigan Main Street Vibrancy Grant	OMS/DDA was awarded a \$20,000.00 Vibrancy Grant from Michigan Main Street. Pending final grant agreement documents.
Fund Generation Technical Service	OMS/DDA has been awarded a “Fund Generation” Technical Service from Michigan Main Street. This service will hire a consultant to visit our community in August and help us develop a comprehensive fundraising strategy for our program.

### COMMITTEE ACTIVITY “AT-A-GLANCE”

Promotion & Outreach Committee	
Work Plan/Task	Activity
Glow Owosso	Committee will start up meeting/planning in July. They are also working on a holiday shopping booklet for Downtown Holiday Advertising.
ArtWalk	Promotion Committee is starting planning. A “save the date” and “request for artist” promo will go out on Friday, June 4th. Committee will be reviewing all databases on Google Drive.
NYE Block Party	Committee will start up meetings in August.
Vintage Motorcycle Days	Committee met on 5/27/21. Date of event is set for 8/27-28/21. Currently getting sponsors. Event promotion will start mid-June. Next meeting is scheduled for Thursday, June 10th.
Retail Shopping Events	Pending Team Leader. We would like to start up new events by late-summer
Downtown Trick or Treat	Promo & Outreach Committee will start discussing this event at their August meeting.
Film at the Fountain	John Hankerd is planning 2 Film at the Fountain Events this summer. Dates TBD.
Chocolate Walk	Promo & Outreach Committee will start discussing this event at their September meeting.
Sidewalk Sales	Event will take place on 7/15-18/21. Promo & Outreach Committee have plans to expand this event into a sidewalk sale & vendor show. They are in the process of naming the event and gathering participating businesses & vendors.
Fund Generation	Fund Generation & Volunteer Recruitment have new team leaders. Tori Young & Sara Adams will start all planning. Their first meeting is scheduled for Wednesday, June 2nd at 6pm. They will be volunteering to help develop comprehensive fundraising & volunteer processes for our program. They will also be planning our next volunteer appreciation party that will happen in late 2021. OMS/DDA has received a technical service from the Michigan Main Street Center for “Fund Generation”. This service will take place this summer. Tori & Sara will be joining the Board in this training.
Volunteer Recruitment	

Promotion & Outreach Committee continued...	
Work Plan/Task	Activity
Websites	AJ Morris has added the Social District information to the downtown website. The event calendar and document section of the website will be updated in June/July. AZee Business Solutions has gotten access to the shopping website and will be contacting businesses to upload their profiles & selected inventory to the site.
Notion Platform Development	New Notion Platform is up. All work plans & volunteer information is imported. Step by step sign-in directions have been sent to board & committee members. This application will start being used at the committee level.
Design & Business Vitality Committee	
Work Plan/Task	Activity
Downtown Streetscape	Streetscape Improvements are scheduled to start in early July. OMS/DDA was recently awarded a \$20,000.00 "Vibrancy Grant" from Michigan Main Street. These grant dollars will go toward further progressing the streetscape plan (new benches, tables, trash cans, planters, etc.)
Way-Finding	This task is currently on hold.
Downtown Beautification	The Downtown Flower Program is started. Volunteer Gardeners have started planting flowers throughout the downtown. After planting, all flowerbeds will be mulched. In addition, this year all downtown flowerbeds and sidewalks will be professionally maintained & weeded. Downtown Flower Baskets will be placed on Thursday, June 3rd. Bridge Baskets will be planted in Monday, June 7th. Note: All downtown flowers will be professionally watered this year.
EV Charging Stations	Pending Consumers Power transformer replacement. Gilbert's easement to be signed by June 7th. Future Energy is waiting Consumers Power to schedule station installation. Sub-Committee will be starting to meet later this month.
Entrepreneurial Ecosystems	Next meeting is scheduled for Tuesday, June 8th at 6pm at the Armory.
Ready to Recruit Team	Team met on Monday, 5/24/21. They agreed that new data needs to be collected and have developed a plan to reissue a new Top Prospect Survey and update the vacancy list. The new survey will be posted and run from June 28th through July 12th. The next two meetings are scheduled for June 28th and July 26th.
Certified Local Govt. Committee	The SubCommittee had its first meeting on 4/14 and met again on Monday, 5/24. The SubCommittee determined it's goals and objectives for 2021/2022 and discussed ways that other historic organizations could help in accomplishing them. This SubCommittee will also be working with Representative Frederick's office to educate the community on the new State Historic Tax Credit for both commercial & residential buildings.
Revolving Loan Fund	The RLF Committee reviewed and approved two applications on 5/21/21.
Social District	Social Districts are live! A formal press packet was sent to the Argus & Independent on 5/7. All Social District information is now on the Downtown website. All boundary signage is installed. Additional, new signage will be placed throughout the district by Friday, June 4th. All businesses have branded cups, stickers, and signage for their operations. More aggressive promotions will be done for the district after Curwood. Also, new seating will be placed throughout the district later this summer.
Business Owners Meeting	These meetings are currently on hold. Our goals is to start them back up in August 2021.
Window Decal	New Historic Write-up Decals have been developed for downtown buildings (Steve Teich & Lorraine Weckwert developed them). A decal mock-up has been created and the first prototype is currently at the printers for completion. These will provide a professional, sleek, low-cost window decal that explains the historic significants for each downtown building throughout our district.



OUTREACH



DESIGN



EVENTS



ECONOMIC  
VITALITY

## BOARD INITIATIVES:

### **2020/2021 STRATEGIC PLANNING INITIATIVE REMINDER:**

During the Board Retreat the Board determined that two board-level initiatives should take place over the next year. They are as follows:

1. Develop a comprehensive volunteer recruitment & retention strategy that increases the capacity of the overall program; and
2. Develop a fund generation structure/program (in addition to DDA & TIF funding) that secures adequate financial resources for building program capacity.

### **CUSTOMER SERVICE TRAINING:**

- Another large discussion during the Board Retreat was the need for district-wide customer service training. The Board agreed to research and work with local stakeholders to organize this training for all downtown businesses.
- After a brief discussion with the City Manager, there is interest to have all city staff to take part in this training as well. This will aid in our RRC process.
- It would be beneficial to start discussing a plan of action on this initiative.

**The Board has decided to continue these efforts into the 2021/2022FY.**

## DIRECTOR-LED INITIATIVES:

### **WORK PLANS:**

- 2020/2021 Modified Work Plans have been imported into Notion Platform for committees to use.
  - This app will start being used at the Committee Level this month.

### **SECURITY CAMERAS:**

- OMS/DDA is still pending Retriever Solutions to schedule installation of all cameras
- All locations have been selected and all access has been acquired.
- OMS/DDA Director can email board members camera locations if requested.

### **Director Advocacy/Impact:**

The National Main Street Center is encouraging local directors to start measure the impact that they have on their local communities. Reviewing data, the following is the financial impact the Director's office has had in revitalization since 2013:

- Since 2013 the Director's office has generated (through networking stakeholders with national tax incentive programs; advocating for Downtown Owosso's program at a national & state level; and applying for State grants & services) \$2,575,222.00 for downtown revitalization efforts.
- That breaks down to \$367,888.86 per year. The Director's services (and subsequent salary) make a return on investment of 5.9 times per year. Meaning, the Director's leadership efforts "5-tuple" the OMS/DDA Board's & City's investment in that position.
- NOTE: These numbers are not counting the recent activities (Match on Main, Vibrancy Grant, and Technical Service awards) totaling another \$50,000.00.



### PROPERTY DEVELOPMENT:

- The OMS/DDA Director is in continuing conversations with new and old downtown property owners regarding the redevelopment of their buildings. The below projects are actively working together with the OMS Director, the City and MEDC to find the best path for redevelopment. Some conversations at this point are confidential but the properties I can mention are:
  - Ludington Electric Property - project under final review with MEDC
  - The former City Club Building - in initial conversations with MEDC; property owner is pursuing the State Historic Tax Credit
  - Ruesswood Property - MEDC Application has been submitted to the property owner's consultant for review
  - The Matthews Building - all legally required compliance activities have been completed. The Director is working with the property owner to get a timeline for future development activities.
  - Owosso Middle School - in conversation with MSHDA. The Director is scheduling a meeting with the developers in late-April.

### “PROGRAM PARKING-LOT”

#### OMS WORK PLAN DEVELOPMENT:

- Work Plan Parking-Lot” - meaning that they are waiting for a Work Plan Leader. Committee Chairs are currently looking for leaders for these projects. Work Plans are:
  - Downtown Workshops
  - Downtown Business Videos
  - Downtown Discussions
  - Open Streets Owosso

#### OTHER PROJECT IDEAS:

- Business Education Team - there has been discussion about forming a team of business owners that would volunteer their services to work with new business owners.

*NOTE: THIS REPORT DOES NOT COMMUNICATE THE OTHER PROJECTS/RESPONSIBILITIES THE OMS/DDA DIRECTOR IS IN CHARGE OF WITH THE FOLLOWING DEPARTMENTS (PER HIS MOU WITH THE CITY):*

- DOWNTOWN HISTORIC DISTRICT COMMISSION
- CERTIFIED LOCAL GOVERNMENT DESIGNATION UPKEEP
- ADDITIONAL COMMUNITY DEVELOPMENT ACTIVITIES
  - RENTAL REHAB PROGRAM
  - FACADE GRANT PROGRAM
  - STATE CDGB & CRP PROGRAM OVERSIGHT



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**OWOSSO MID-SHIAWASSEE COUNTY WWTP REVIEW BOARD**  
**MEETING MINUTES - DRAFT**

June 22, 2021

4:30 P.M.

W.W.T.P. (in person with virtual option)

1. Roll (4:32 P.M.)  
Members Present: J. Archer, R. Holzheuer, R. Suchanek  
Alternates Present: T. Crawford  
Others Present: T. Guysky, WWTP Superintendent/Board Secretary  
G. Chinavare, outgoing Owosso Utilities Director
2. Minutes of the April 27, 2021 meeting: Motion by Archer to approve the April 27, 2021 meeting minutes with support by Holzheuer. No Discussion. Motion carries 4-0.
3. Secretary's Report:
  - a) Plant Performance Summaries (April-May 2021) Guysky noted full permit compliance for April and May 2021.
  - b) Plant Operations: Guysky noted efficient plant operation for April and May 2021, with relatively dry conditions allowing for reduced chemical and energy usage. He also noted all new headworks equipment continues to work as expected. He described the purpose and operation of the new low pressure blowers, purchased and installed to replace the existing 40 year old blowers. Guysky also noted a short-term change in the plant process, with the secondary clarifiers taken offline. Data will be gathered with the plant process in this state, which will help in choosing future treatment options for the plant.
  - c) WWTP Project Updates: Guysky updated the board regarding the headworks project progress, noting a few punch list items remain incomplete. Suchanek noted a meeting has been scheduled with consultant and contractor to resolve the issues. Chinavare discussed the sludge processing equipment replacement project timetable, with public notice period and public hearing complete. Due to a shift in the funding schedule, construction should commence in April 2022, rather than February 2022 as previously planned.
4. Old Business:
  - a) Owosso Utilities Director Retirement/replacement: Chinavare informed the board that he will be leaving City employment as of Friday, June 25, while still being available for consultation if the need arises.
  - b) 1977 Wastewater Plant Agreement Review: Chinavare discussed his intention to continue his review of the agreement and submit recommendation to the Board at a later date.

5. New Business:  
None
6. Citizens'/Members' Comments: Chinavare discussed the roughing/nitrification tower replacement project schedule, noting that this will completed the current 5 year SRF projects. He also noted more rehab/replacement projects will be necessary after this period is up. He discussed the ongoing efforts by the City to resolve inflow and infiltration issues. Guysky noted City staff and WWTP Review Board appreciation for Chinavare's work during his time with the City.
7. Adjourn: Motion to adjourn by Holzheuer, with support by Crawford. No discussion. Motion carries 4-0. Meeting adjourned at 4:53 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary  
Approval by Review Board pending

Draft

**PARKS AND RECREATION COMMISSION  
REGULAR MEETING  
WEDNESDAY, June 23, 2021  
7:00 p.m.  
Bentley Park Pavilion**

**CALL TO ORDER:** Chairman Workman called the meeting to order at 7:02 p.m.

**PLEDGE OF ALLEGIANCE:** Was recited

**ROLL CALL:** Was taken by Amy Fuller

***MEMBERS PRESENT:*** Chairman Andrew Workman, Vice-Chair Jeff Selbig, Commissioner Carol Anne Smith, Commissioner Kevin Maginity, and Commissioner Elaine Greenway  
***MEMBERS ABSENT:*** Commissioner Christopher Owens.  
***OTHERS PRESENT:*** Amy Fuller

**APPROVAL OF AGENDA:** **COMMISSIONER SMITH MADE A MOTION TO APPROVE THE AGENDA FOR, JUNE 23, 2021 AS PRESENTED. MOTION SUPPORTED BY VICE-CHAIR SELBIG. AYES ALL, MOTION CARRIED.**

**APPROVAL OF MINUTES:** **COMMISSIONER GREENWAY MADE A MOTION TO APPROVE THE MINUTES FOR, MAY 26, 2021 WITH NO CHANGES. MOTION SUPPORTED BY COMMISSIONER MAGINITY. AYES ALL, MOTION CARRIED.**

**PUBLIC COMMENTS:** None

**COMMUNICATIONS:** Ms. Fuller reported that she gave a presentation to the Kiwanis Club on park projects. They would like to help with some improvements at Collamer Park.

**OLD BUSINESS REPORT FROM CITY LIAISON:** Updates were given on wayfinding signage for Bennett Field, Amphitheater painting and step repair, park wireless internet, cameras for Bentley Park, Grove Holman building renovations, Hopkins Lake fish stocking, splash pad, tennis court repairs, disc golf signage, a second dock at Hopkins Lake, and the Middle School kayak landing.

**NEW BUSINESS:**

Check Register Review: no comments.

Bylaws: A review of the Parks and Recreation Commission bylaws was conducted. Ms. Fuller will create a draft with the purposed amendments for review at the July meeting.

Future Meetings: The commission discussed future meeting locations.

**COMMISSIONER SMITH MADE A MOTION TO HOLD THE JULY 28, 2021 MEETING OF THE PARKS AND RECREATION COMMISSION AT HARMON PATRIDGE PARK. MOTION SUPPORTED BY COMMISSIONER MAGINITY. AYES ALL, MOTION CARRIED.**

**VICE-CHAIR SELBIG MADE A MOTION TO CHANGE THE DATE OF THE SEPTEMBER MEETING TO SEPTEMBER 29, 2021. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.**

Next Meeting: July 28, 2021 at 7:00 PM

Public/Commissioners Comments: None

**ADJOURNMENT:**

**COMMISSIONER SMITH MADE A MOTION TO ADJOURN AT 8:08 P.M. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES ALL, MOTION CARRIED.**