

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, AUGUST 02, 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 THE REGULAR MEETING OF JULY 19, 2021:

ADDRESSING THE CITY COUNCIL

1. Your comments shall be made during times set aside for that purpose.
2. Stand or raise a hand to indicate that you wish to speak.
3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to 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

1. American Rescue Plan Act. Presentation detailing the American Rescue Plan Act.

PUBLIC HEARINGS

1. Special Assessment District No. 2021-02. Conduct a public hearing to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2021-02 for Glenwood Avenue, from Farr Street to the south end for resurfacing.
2. Special Assessment District No. 2021-03. Conduct a public hearing to receive citizen comment regarding authorization for Resolution No. 5 for Special Assessment District No. 2021-03 for Garfield Avenue, from Corunna Avenue to the south end for resurfacing.
3. Special Assessment District No. 2021-04. Conduct a public hearing to receive citizen comment regarding authorization for Resolution No. 5 for Special Assessment District No. 2021-04 for Lincoln Avenue, from Farr Street to Monroe Street for resurfacing.
4. Special Assessment District No. 2021-05. Conduct a public hearing to receive citizen comment regarding authorization for Resolution No. 5 for Special Assessment District No. 2021-05 for McMillan Avenue, from Industrial Drive to the south end for resurfacing.

5. Special Assessment District No. 2021-06. Conduct a public hearing to receive citizen comment regarding authorization for Resolution No. 5 for Special Assessment District No. 2021-06 for Park Street, from Harper Street to Ridge Street for resurfacing.
6. Special Assessment District No. 2021-07. Conduct a public hearing to receive citizen comment regarding authorization for Resolution No. 5 for Special Assessment District No. 2021-07 for Pearce Street, from South Street to Francis Street for resurfacing.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Traffic Control Order - Block Party. Consider request from River North Neighborhood Planning Committee for closure of Clark Street between Oliver Street and King Street from 5:00 p.m.-12:00 midnight Friday, August 6, 2021 for a block party and approve Traffic Control Order No. 1455 formalizing the request.
2. Traffic Control Order – Vintage Motorcycle Days. Consider request from Owosso Main Street/DDA for closure of Main Street Plaza (Lot #13) and South Washington Street from Main Street to Jerome Avenue on Saturday, August 28, 2021 from 7:00am until 3:30 pm for Owosso Vintage Motorcycle Days and approve Traffic Control Order No. 1456 formalizing the request.
3. Change Order – 2021 Water Service Line Replacement Project. Approve Change Order No. 2 to the 2021 Water Service Line Replacement Project Contract with W.T. Stevens Construction, Inc. increasing the contract in the amount of \$19,352.00 for the addition of seven non-compliant water service lines on Maple Avenue to the list of streets for service line replacement, and further approve payment to the contractor up to the contract amount, including Change Order Nos. 1 & 2.
4. Emergency Repair Authorization – 2021 Retaining Wall Project. Approve emergency stabilization repairs to the City Hall Retaining Wall by Gordon Construction Services, Inc. in the amount of \$55,440.00 (to be known as Change Order No. 1) and authorize payment to the contractor up to the amount of the contract, plus Change Order no. 1.
5. Contract Amendment – Groundwater Resource Evaluation Contract. Approve Amendment No. 2 to the 2019 Groundwater Resource Evaluation Contract with OHM Advisors increasing the contract in the amount of \$56,500.00 for engineering services to investigate, design and test a test-production well to replace existing well Palmer 3, and further approve payment to the contractor up to the contract amount, including Amendment Nos. 1 & 2.
6. Purchase Authorization – AF-4500 Polymer. Waive competitive bidding requirements and authorize sole source purchase of bulk AF-4500 Polymer from Polydyne, Inc. in the amount of \$0.142/lb., with an estimated annual contract of \$27,000.00, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022.
7. Purchase Authorization – Body Worn Camera System. Waive competitive bidding requirements and authorize a purchase agreement with Watchguard Video, Inc./Motorola Solutions, Inc. for the purchase of a Body Worn Camera System with 17 cameras for the Owosso Police Department, utilizing MiDeal Contract No. 180000001059, in an amount not to exceed \$48,693.00.
8. Bid Award – Certified Grant Administrator Services. Waive bidding irregularities, approve the bid from Carter Consulting, LLC for certified grant administrator services for the Howard Street Development Project in the amount of \$20,300.00, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.

9. Bid Award - Bentley Park Tennis Court Project. Accept sole bid of McKearney Asphalt & Sealing, Inc. for the resurfacing of two tennis courts and the conversion of two tennis courts into pickleball courts at Bentley Park in the amount of \$56,950.00, and authorize payment to the contractor upon satisfactory completion of the project.
10. Bid Award - 2021 Street Program – Contract No. 1. Approve low bid of C & D Hughes, Inc. for the 2021 Street Program - Contract No. 1 in the amount of \$709,604.31, with a contingency of \$25,000.00, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.
11. Warrant No. 602. Authorize Warrant No. 602 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund Payment-4/1/21-6/30/21	Water	\$50,356.22
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement Payment-4/1/21-6/30/21	Water	\$16,456.29
Shiawassee Area Transportation Agency	Local Funding Commitment for FY 2021/2022	General	\$69,594.93
BS&A Software	Annual Service and Support for 10 Modules – 8/1/21-8/1/22	Various	\$12,763.00

ITEMS OF BUSINESS

1. MML Annual Meeting Delegate. Designate the City's official representative for the MML Annual Meeting.
2. MOU Update – DDA/OMS Director. Consider approving the updated Memorandum of Understanding between the DDA/OMS Board and the City of Owosso for the provision of DDA/OMS Director services.
3. Contract Extension – DDA/OMS Director. Consider extending the Independent Contractor Agreement between the DDA/OMS Board, Joshua D. Adams, and the City of Owosso for the provision of DDA/OMS Director services until July 31, 2024.

COMMUNICATIONS

1. Owosso Historical Commission. Minutes of July 12, 2021.
2. Downtown Development Authority. Minutes of July 14, 2021.
3. Planning Commission. Minutes of July 26, 2021.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Thursday, August 5, 2021 – 5:00 p.m. Strategic Planning
Monday, August 16, 2021 – 7:30 p.m. Regular Meeting

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. The City of Owosso Website address is www.ci.owosso.mi.us.

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

The Owosso City Council will conduct an in-person meeting on August 2, 2021. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, August 2, 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/84362971014?pwd=Y0cyS3VYaWhqVVZTRG5Va2hMaU0zd09>
- **Meeting ID: 843 6297 1014**
- **Password: 951638**
- **One tap mobile**
 - +13017158592,,84362971014#,,,,*951638# US (Washington DC)
 - +13126266799,,84362971014#,,,,*951638# US (Chicago)
- **Dial by your location**
 - +1 301 715 8592 US (Washington DC)
 - +1 312 626 6799 US (Chicago)
 - +1 646 558 8656 US (New York)
 - +1 253 215 8782 US (Tacoma)
 - +1 346 248 7799 US (Houston)
 - +1 669 900 9128 US (San Jose)
- **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 August 2, 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. 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 JULY 19, 2021
7:30 P.M.**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER NICHOLAS L. PIDEK

PLEDGE OF ALLEGIANCE: COUNCILMEMBER JEROME C. HABER

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 Pidek and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 6, 2021

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of July 6, 2021 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Ordinance Amendment – Addition of Article X, Off-Road Vehicles, to Chapter 33, Traffic and Motor Vehicles

The proposed amendment would govern the use of ORVs on City streets.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 33, Traffic and Motor Vehicles, the addition of Article X, *Off-Road Vehicles*.

Nathan Henne, City Manager detailed the difference between ORVs and ATVs and indicated the proposed ordinance amendment would not include ATVs.

The following people commented regarding the proposed amendment:

Mike Schutt, 307 Dimmick Street-He thanked the Council for putting this together and has high hopes responsible ORV owners will be enjoying the community in a new way. He noticed in Section 33-187 of the proposed ordinance that the hours ORVs may be operated did not match other local municipalities nor

Shiawassee County's ordinances. If this isn't changed, there will be different operating times for ORVs and Golf Carts. He suggested to amend this section to say, "ORVs may be operated during daylight hours only; specifically not later than one-half hour after sunset and not earlier than one-half hour before sunrise." He also requested the addition of P) Equipped with at least one mirror securely mounted and positioned on the ORV in such a manner to be able to clearly view traffic approaching from behind.

Mayor Eveleth and Pro-Tem Osika inquired about safety issues and the difference between a quad and ORV.

Tom Manke, 2910 West M-21, said he thinks a person should be able to do what they want as long as they are not hurting others. It gives liberty to live life as they see fit.

Eddie Urban, 601 Glenwood, cautioned owners to be sure they put air in the tires to prevent rollovers.

Hearing no further comments, Mayor Eveleth closed the public hearing.

Mayor Eveleth verified Mr. Schutt's suggestions were the time of operation and the addition of a mirror. Councilmember Teich inquired if the mirror was required for golf carts. He would like to see this added to the golf cart ordinance. It was noted there would need to be a public hearing to make additions. Councilmember Osika visited Carts R Us to understand the safety of ORVs. Councilmember Teich inquired if there is a speed governor on ORVs. It was noted some can travel up to 60mph.

Concerns raised included enforcement, speed, juvenile drivers, size of the community, accidents, those who do not follow rules.

Councilmember Law indicated he was against the ORVs, just as he was against Golf Carts. He said the lines between living in the city and the country are being blurred. He is concerned this will increase police interactions.

Councilmembers continued discussion with concerns about police enforcement, speed, the possibility of pulling permits from juveniles that break the rules, motorcycle noise, and being bound by speed limits.

Councilmembers Fear and Pidek commended all for speaking on the issue, giving a more well rounded discussion.

Whereas, the Council, after due and legal notice, has heard all interested parties, a motion made by Councilmember Pidek that the following ordinance be adopted, as amended:

ORDINANCE NO. 820

AUTHORIZING THE 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, a public hearing has been held and all interested parties have been heard.

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.~~ *ORVs may be operated during daylight hours only; specifically not later than one-half hour after sunset and not earlier than one-half hour before sunrise.*
- 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.
- p) *Equipped with at least one mirror securely mounted and positioned on the ORV in such a manner to be able to clearly view traffic approaching from behind.*

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. EFFECTIVE DATE. This amendment shall become effective August 9, 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: Councilmember Fear, Pidek, Haber, Mayor Eveleth.

NAYS: Councilmember Law, Pro-Tem Osika, Councilmember Teich.

Ordinance Amendment – Addition of Division 2, Water Street Exchange, to Article III, Service Charge in Lieu of Taxes for Certain Housing Developments to Chapter 32, Taxation.

The proposed amendment would establish a PILOT for the proposed Water Street Exchange Project.

A public hearing was conducted to receive citizen comment regarding the proposed amendment to Chapter 32, Taxation, the addition of Division 2, Water Street Exchange to Article III, *Service Charge in Lieu of Taxes for Certain Housing Developments*.

CJ Felton of The Community Housing Network explained an issue with a flood way issue that is holding up the timeline for purchasing the property. It is expected renovations will begin late 2022-early 2023.

Mayor Eveleth was concerned about the execution of an easement for the Amphitheater. It was noted an easement would be completed once The Community Housing Network had obtained all necessary

financing and closed on the property. City Manager Henne reassured Council they have worked together in the past and never had any issues obtaining the necessary easements, an example being the James Miner Trail.

Justin Horvath, 818 S Washington Street compared this development to Lincoln House. The developer is different, but the concept is similar and assured Council it's a long, complicated process for the developer. He expects this will have a positive impact on downtown business traffic and the Farmer's Market.

Eddie Urban, 601 Glenwood, noted the Amphitheater would provide free entertainment next door.

Hearing no further comments, Mayor Eveleth closed the public hearing.

Motion by Pro-Tem Osika to approve the ordinance amendment as proposed:

ORDINANCE NO. 821

AUTHORIZING THE 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, a public hearing was held and all interested parties have been heard.

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. EFFECTIVE DATE. This amendment shall become effective August 9, 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 Law.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Kim White, Director of the Shiawassee District Library introduced herself. She appeared to thank Councilmember Teich for his 20 years of service to the library as an advocate for library service in the County. There are plans to improve library service and encourages all to bring any concerns to her attention.

Eddie Urban, 601 Glenwood, spoke about motorcycles, slow moving vehicles and motor accidents.

Tom Manke, 2910 West M-21, asked what was to be the fate of the Skate Park near Allendale Avenue now that the new park was built. He wanted to encourage the City to leave the old so residents in that area could use it.

Mike Schutt, 307 Dimmick, thanked Council for the ORV ordinance passage. He suggested rules be passed out when they receive their sticker. He feels people will obey the rules and respect their equipment and only use them to enjoy the City streets.

It was noted the Parks and Recreation Commission will make a recommendation regarding the skate park. Councilmember Teich requested the recommendation come to Council.

Councilmember Law wanted to go on record that he voted no on the golf cart ordinance and all the people that said they would obey the rules drove their golf carts to the meeting that evening before it was legal.

Pro-Tem Osika spoke about the brick ribbons in the downtown sidewalks sinking, causing tripping hazards especially by Cutting Edge Salon, Mootzie's and Gilbert's. City Manager Henne noted we typically bid these types of things in the winter and research will need to be done to fix the problem. Councilmember Fear inquired if they fall under the Downtown Development Authority or the City. It was noted it may need to be a partnership in order to accommodate businesses.

Karen Mead-Elford of The Independent Newspaper inquired as to when those sidewalks were put in.

Mayor Eveleth estimated the sidewalks were installed 2000-2010 with a grant. He encouraged Councilmembers and staff to see the repairs that were done in front of the Wesener building.

Tom Manke stated many businesses were against it when they were installed.

CONSENT AGENDA

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

Special Assessment District No. 2021-02. Authorize Resolution No. 4 setting a public hearing for Monday, August 2, 2021 to receive citizen comment regarding Special Assessment District No. 2021-02 for Glenwood Avenue, from Farr Street to the south end for resurfacing.

RESOLUTION NO. 122-2021

SPECIAL ASSESSMENT RESOLUTION NO. 4

**SETTING A PUBLIC HEARING
TO RECEIVE COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2021-02
GLENWOOD AVENUE, A PUBLIC STREET, FROM SOUTH END TO FARR AVENUE**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Glenwood Avenue, a Public Street, from south end to Farr Avenue

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

Street Resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 2, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2021-03. Authorize Resolution No. 4 setting a public hearing for Monday, August 2, 2021 to receive citizen comment regarding Special Assessment District No. 2021-03 for Garfield Avenue, from Corunna Avenue to the south end for resurfacing.

RESOLUTION NO. 123-2021

SPECIAL ASSESSMENT RESOLUTION NO. 4

SETTING A PUBLIC HEARING TO RECEIVE COMMENT REGARDING SPECIAL ASSESSMENT DISTRICT NO. 2021-03 GARFIELD AVENUE, A PUBLIC STREET, FROM SOUTH END TO CORUNNA AVENUE

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Garfield Avenue, a Public Street, from south end to Corunna Avenue

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

Street Resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 2, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2021-04. Authorize Resolution No. 4 setting a public hearing for Monday, August 2, 2021 to receive citizen comment regarding Special Assessment District No. 2021-04 for Lincoln Avenue, from Farr Street to Monroe Street for resurfacing.

RESOLUTION NO. 124-2021

SPECIAL ASSESSMENT RESOLUTION NO. 4

SETTING A PUBLIC HEARING

TO RECEIVE COMMENT REGARDING

SPECIAL ASSESSMENT DISTRICT NO. 2021-04

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

4. The notice of said hearing to be published and mailed shall be in substantially the following form:

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Lincoln Avenue, a Public Street, from Farr Avenue to Monroe Street

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

Street Resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 2, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2021-05. Authorize Resolution No. 4 setting a public hearing for Monday, August 2, 2021 to receive citizen comment regarding Special Assessment District No. 2021-05 for McMillan Avenue, from Industrial Drive to the south end for resurfacing.

RESOLUTION NO. 125-2021

SPECIAL ASSESSMENT RESOLUTION NO. 4

**SETTING A PUBLIC HEARING
TO RECEIVE COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2021-05
MCMILLAN AVENUE, A PUBLIC STREET, FROM SOUTH END TO INDUSTRIAL DRIVE**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll is hereby accepted and shall be filed in the office of the City Clerk for public examination.

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

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

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

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

Street Resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 2, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2021-06. Authorize Resolution No. 4 setting a public hearing for Monday, August 2, 2021 to receive citizen comment regarding Special Assessment District No. 2021-06 for Park Street, from Harper Street to Ridge Street for resurfacing.

RESOLUTION NO. 126-2021

SPECIAL ASSESSMENT RESOLUTION NO. 4

**SETTING A PUBLIC HEARING
TO RECEIVE COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2021-06
PARK STREET, A PUBLIC STREET, FROM HARPER STREET TO RIDGE STREET**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Park Street, a Public Street, from Harper Street to Ridge Street

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

Street Resurfacing

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

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

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 2, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Special Assessment District No. 2021-07. Authorize Resolution No. 4 setting a public hearing for Monday, August 2, 2021 to receive citizen comment regarding Special Assessment District No. 2021-07 for Pearce Street, from South Street to Francis Street for resurfacing.

RESOLUTION NO. 127-2021

SPECIAL ASSESSMENT RESOLUTION NO. 4

**SETTING A PUBLIC HEARING
TO RECEIVE COMMENT REGARDING
SPECIAL ASSESSMENT DISTRICT NO. 2021-07
PEARCE STREET, A PUBLIC STREET, FROM SOUTH STREET TO FRANCIS STREET**

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

Pearce Street, a Public Street, from South Street to Francis Street

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

Street Resurfacing

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

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

within thirty days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall, Owosso, Michigan at 7:30 p.m. on Monday, August 2, 2021 for the purpose of reviewing said special assessment roll and for the purpose of considering all objections to said roll submitted in writing.

Change Order – 2021 Water Service Line Replacement Project Contract. Authorize Change Order No. 1 to the 2021 Water Service Line Replacement Project Contract adding three additional replacements in the amount of \$17,748.00 to the contract and further authorized payment to the contractor up to contract amount plus Change Order No. 1.

RESOLUTION NO. 128-2021

AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND W.T. STEVENS CONSTRUCTION, INC. FOR THE 2021 WATER SERVICE LINE REPLACEMENT PROJECT

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

WHEREAS, the discovery of three additional non-compliant water service lines in the 600 block of Lincoln Avenue has resulted in the need for additional water service line replacements; and

WHEREAS, W.T. Stevens Construction, Inc. has agreed to complete these additional water service line replacements on Lincoln Avenue in the amount of \$17,748.00, and a change order is necessary to increase the contract amount.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2021 Water Service Line Replacement contract with W.T. Stevens Construction, Inc. to increase the contract amount to complete additional water service line replacements.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 in the amount of \$17,748.00; an increase to the Contract for Services between the city of Owosso and W.T. Stevens Construction, Inc., revising the total current contract amount from \$136,738.00 to \$154,486.00.

THIRD: The accounts payable department is authorized to pay W.T. Stevens Construction, Inc. for work satisfactorily completed up to the revised contract amount of \$154,486.00.

FOURTH: The above expenses shall be paid from Water Fund Account 591-552-818.000-LSLREPLACE.

Sole Source Purchase – Tasers. Waived competitive bidding requirements and approved the sole source purchase of 8 Taser-7 units and related accessories from Axon Enterprise, Inc. in the amount of \$26,904.00 to be paid over a period of five years.

RESOLUTION NO. 129-2021

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF OWOSSO AND AXON ENTERPRISE, INC.
FOR THE PURCHASE OF TASERS FOR THE POLICE DEPARTMENT**

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

WHEREAS, Tasers used by officers are essential pieces of equipment; and

WHEREAS, Axon Enterprise, Inc. is a sole source provider for this product in the state of Michigan.

WHEREAS, staff recommends awarding a contract with Axon for the purchase of eight (8) Taser 7 units for a total expenditure not to exceed \$ 26,904.00, payable over five (5) years.

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 eight (8) Taser 7 units with accessories for a total expenditure not to exceed \$26, 904.00, payable over five (5) years.

SECOND: The money for this purchase was approved in the 2021-2022 budget.

THIRD: The Mayor and City Clerk are hereby authorized to the sign the agreement entitled Q-291180-44267.929LY, as attached.

FOURTH: The City of Owosso authorizes five yearly payments for the following amounts:

2021-2022: \$5,928.00
2022-2023: \$5,244.00
2023-2024: \$5,244.00
2024-2025: \$5,244.00
2025-2026: \$5,244.00

Bid Award – Water Main Replacement. Waived formal bidding requirements and accepted the bid from ETNA Distributors, LLC dba ETNA Supply for water main replacement components for Maple Street in the amount of \$15,131.00, authorized a contingency of \$3,500.00, and further authorized payment to the vendor upon satisfactory completion of the work satisfactory delivery of said components.

RESOLUTION NO. 130-2021

**AUTHORIZING PURCHASE OF MATERIAL AND PAYMENT TO
ETNA DISTRIBUTORS, LLC DBA ETNA SUPPLY
FOR MAPLE STREET WATER DISTRIBUTION SYSTEM UPGRADES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Water Replacement Fund for the replacement of water mains and water distribution system components, and

WHEREAS, the existing water distribution system infrastructure components along Maple Street from Corunna Avenue to the north end are in need of upgrades and replacement prior to street rehabilitation, and

WHEREAS, the Director of Public Services & Utilities has reviewed the quotes of materials and verified the replacement components needed to upgrade and restore water distribution system piping to full operating capacity, for compliance with AWWA product standards and MDEQ regulations, and

recommends authorizing ETNA Supply to provide materials in the amount of \$15,131.00, plus contingency components of up to \$3,500.00.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with ETNA Distributors, LLC dba ETNA Supply for the purchase of water distribution system components to be used on Maple Street, and to waive purchasing policy formal bid requirements, in order to initiate immediate procurement upon approval and authorization.

SECOND: The accounts payable department is authorized to submit payment to ETNA Supply for purchased materials in the amount of \$15,131.00, plus contingency in the amount of \$3,500.00, to be supplier specified at time of need, for a total of \$18,631.00.

THIRD: The above expenses shall be paid from Account No. 591-901-972.000.

Professional Services Agreement – Water/Sewer Rate Consultant. Authorized engagement letter agreement with Baker Tilly Municipal Advisors, LLC for a water and sewer rate study in the amount of \$31,500.00 and further authorized payment to the consultant upon completion of the work or portion thereof.

RESOLUTION NO. 131-2021

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BAKER TILLY MUNICIPAL ADVISORS, LLC TO CONDUCT THE 2021 WATER AND SEWER UTILITY RATE STUDY

WHEREAS, the city of Owosso, Shiawassee County, adjusts water and sewer utility rates annually, and

WHEREAS, the city relies on staff to calculate and recommend rate adjustments on an annual basis, and

WHEREAS, new state rules regarding drinking water and increased urgency to replace aging utility infrastructure require the special consideration offered by a professional rate study, and

WHEREAS, the city of Owosso and the Director of Public Services & Utilities desire to enter into a professional services agreement with Baker Tilly Municipal Advisors, LLC, for advisory services related to the city's 2021 utility rate study and adjustment.

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

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into an agreement with Baker Tilly Municipal Advisors, LLC for the provision of a water and sewer utility rate study and recommendation.

SECOND: The accounts payable department is authorized to submit payment to Baker Tilly Municipal Advisors, LLC in an amount not to exceed \$31,500.00.

THIRD: The above expenses shall be paid for from the FY 2021-2022:

- Water Fund Account 591-200-801.000
- Sewer Fund Account 590-200-801.000
- Wastewater Fund Account 599-548-801.000

Check Register – June 2021. Affirmed check disbursements totaling \$1,182,740.09 for June 2021.

Motion supported by Councilmember Law.

Roll Call Vote.

AYES: All.

NAYS: None.

ITEMS OF BUSINESS

Special Assessment Deferment Policy Amendment. Consider amending the Special Assessment Deferment Policy & Guidelines to reflect the State's ending of their program to pay special assessments on behalf of low-income senior citizens and totally/permanently disabled persons.

City Manager Henne noted this is an update due to the fact the State no longer has a deferment program.

Motion by Councilmember Pidek to approve the updated as presented:

SPECIAL ASSESSMENT DEFERMENT POLICY AND GUIDELINES

POLICY

The City of Owosso may postpone payment of special assessments by persons who are unable to contribute toward the cost of public improvement by reason of poverty. (Section 28-28. Owosso City Ordinances).

The applicant must apply for deferment annually before April 1st.

The special assessment payment schedule will not be deferred for a period of more than three years.

The applicant will be required to submit an application provided by the Assessor. The Assessor and Council will apply guidelines as adopted by the City without prejudice to all applicants and shall not deviate from the adopted guidelines without substantial and compelling reasons.

The applicant will execute a lien to the City according to Section 28-28 of the Owosso City Ordinance.

GUIDELINES

The applicant must be the owner and occupant of the homestead property for which a deferral is applied for.

The applicant must supply a copy of the most recently filed federal and state income tax returns for all persons residing in the homestead.

The applicant will provide proof of income for the most recent one month period for all household members (current pay stubs, benefit statement, etc.).

The applicant will provide proof of residency and/or identification if requested by the Assessor or Council.

The applicant's income shall not exceed the federal poverty income thresholds as defined and determined annually by the U.S. Department of Commerce or 40% of the median income for Shiawassee County as provided by the State of Michigan Housing Development Authority, whichever threshold is higher. The most recent available income guidelines will be used.

Applicants may be required to be present at the Council meeting to respond to questions.

Applicants who will be increasing their income beyond the qualified limits during the year in which the special assessment payment schedule will commence will not be eligible.

The special assessment is payable in full with interest when the homestead or any part thereof is sold or transferred to another party.

~~Application will be denied if applicant is eligible for deferment by PA 1976 No. 225. (Senior citizen deferment available from the State of Michigan.)~~

Motion supported by Councilmember Fear.

Roll Call Vote.

AYES: All.

NAYS: None.

Set Special Meeting. Consider setting a special meeting date for the purpose of discussing strategic planning.

Discussion regarding setting a date and time for a special meeting in Council Chambers with Patrice Martin as facilitator for the purpose of strategic planning.

Closed Session. Consider holding a closed session after the last Citizen Comments & Questions period for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

Motion by Councilmember Pidek to approve holding a Closed Session to consult with the City Attorney regarding trial or settlement strategy in connect with specific pending litigation.

Motion supported by Councilmember Haber.

Roll Call Vote.

AYES: All.

NAYS: None.

COMMUNICATIONS

1. N. Bradley Hissong, Building Official. June 2021 Building Department Report.
2. N. Bradley Hissong Building Official. June 2021 Code Violations Report.
3. N. Bradley Hissong Building Official. June 2021 Inspections Report.
4. N. Bradley Hissong Building Official. June 2021 Certificates Issued Report.
5. Kevin D. Lenkart, Public Safety Director. June 2021 Police Report.
6. Kevin D. Lenkart, Public Safety Director. June 2021 Fire Report.
7. Downtown Development Authority. Minutes of June 15, 2021.
8. Historic District Commission. Minutes of June 30, 2021.

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood, asked for details about the tasers on the agenda. He would like to see Public Safety have those, if they are good ones.

Mayor Pro-Tem Osika encouraged Councilmembers, staff and public to attend the open house for Capital Sports and Sideline Sports Bar on Wednesday, July 28, 2021.

ADJOURNED TO CLOSED SESSION AT 8:57 P.M.

RETURNED FROM CLOSED SESSION AT 9:02 P.M.

APPROVAL OF THE MINUTES OF CLOSED SESSION OF JULY 6, 2021

Motion by Pro-Tem Osika to approve the Minutes of the Closed Session of July 6, 2021 as presented.

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

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 9:03 p.m.

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

Christopher T. Eveleth, Mayor

Carrie A. Farr, Deputy City Clerk



American Rescue Plan Act

American Rescue Plan Act (ARPA)

Broad relief plan with many programs and initiatives

- Signed by President Biden – March 11, 2021

Objectives

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs
- Support immediate economic stabilization for households and businesses
- Address public health and economic challenges that have contributed to the inequal impact of the pandemic

American Rescue Plan Act (ARPA)

Established the Coronavirus Local Fiscal Recovery Fund (CLFRF)

- Provides substantial funding to local governments by either:
 - Federal direct payments to Counties
 - Federal direct payments to Entitlement Metropolitan Cities (includes some Townships)
 - State payments to Non-Entitlement Units of Local Government (NEUs)

3

American Rescue Plan Act (ARPA)

Counties

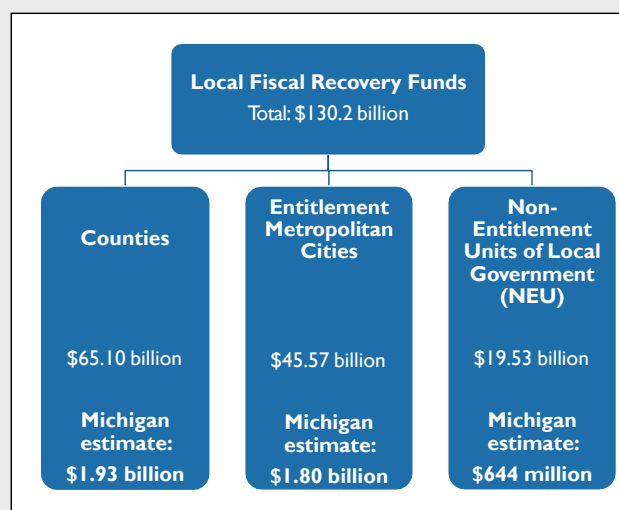
- Payments based on the county's relative population
- Direct payment from U.S. Treasury

Entitlement Metropolitan Cities

- Payments based on Community Development Block Grant (CDBG) Entitlement and a statutory formula
- Direct payments from U.S. Treasury

Non-Entitlement Units of Local Government (NEUs)

- Payments based on population
- Funding distributed to States which distributes to local governments



4

Payments and Related Expenditures

Two payments will be issued

- 50% in 2021 and 50% in 2022

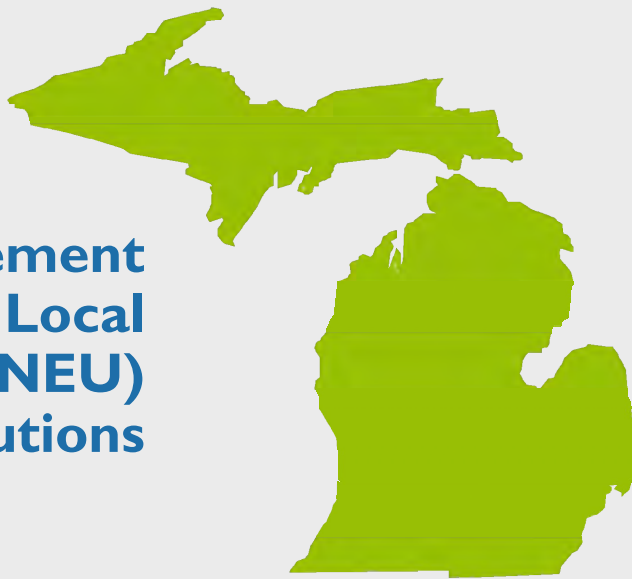
Cover expenditures beginning March 3, 2021

Must be obligated by December 31, 2024

- Under the interim rule, obligated is incurred
- Period of performance extends to December 31, 2026

5

Non-Entitlement Units of Local Government (NEU) Distributions



6

Timeline on NEU Information

- U.S.Treasury released Interim Rule – May 10th
- [City, village and township population data released by U.S.Treasury – May 10th](#)
- U.S.Treasury released NEU Guidance – May 24th
- U.S.Treasury issued NEU payment to Michigan – May 28th
- U.S.Treasury released FAQ – last update June 10th
- Deadline for NEUs to apply – July 27th

7

Non-Entitlement Units of Local Government (NEU)

Non-Entitlement Units of Local Government

- Local governments typically serving populations of less than 50,000
- Includes cities, villages, and townships as determined by U.S.Treasury

8

NEU Payment Options

- Option One: NEU Requests Funding
 - NEU Requests Payment from State of Michigan
- Option Two: Funds Transferred to State
 - NEU Request transfer to State of Michigan
 - Required to submit signed federal form
 - Form forthcoming from U.S. Treasury
- Option Three: Funds Transferred to other NEUs
 - NEUs that decline the funds by neither selecting Options One or Two are treated as unresponsive

The selected option applies to both tranches and cannot be changed for the 2022 payment

9

NEU Resources

Treasury website: [Michigan.gov/ARPA](https://michigan.gov/ARPA)

- Many required documents available
- Additional forms and documents coming soon

Updated NEU Estimates

- Resolves Township and Village Calculation Issue

10

ARPA ALLOWABLE USES



11

Disclaimer

The U.S. Department of Treasury has issued interim rules for the American Rescue Plan Act.

These rules are subject to change.

The information provided during this webinar is solely intended for general reference and is not comprehensive or final information.

All units that accept Local Fiscal Recovery Funds are responsible for being audited by U.S. Treasury.

It is recommended that local governments review all guidance from federal Treasury and contact their legal counsel and auditor for your specific situation.

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Allowable Uses and Prohibitions

Allowable uses include the following:

1. Response to public health emergency or its negative economic impacts
2. Provide premium pay for essential workers, within caps
3. Provide government services to the extent of revenue lost
4. Make necessary investments in water, sewer, or broadband infrastructure

Prohibited from using funds:

- Pension contributions*
- Replenishing budget stabilization fund, rainy day fund, or similar reserve account
- Legal settlements
- Outstanding debt

* Does not include portion part of "covered benefits"

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Allowable Use #1: Public Health and Economic Impacts

Assessing whether a program or service "responds to" the COVID-19 public health emergency requires the recipient to:

1. Identify a need or negative impact of the COVID-19 public health emergency and,
2. Identify how the program, service, or other intervention addresses the identified need or impact.

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Allowable Use #1:

COVID-19 Eligible Expenditures

Eligible Uses	Details (IFR p. 11-21)
Containing/Mitigating Covid-19	<ul style="list-style-type: none"> •Vaccine programs, PPE, medical expenses •Enhancing public health data systems •Capital investments in public facilities to meet pandemic operational needs etc.
Behavioral Healthcare Needs	<ul style="list-style-type: none"> •Mental health/substance abuse treatment •Crisis intervention/hotlines •Services to promote access to social services
Payroll/Benefits: Public health/safety Human services Similar employees	<ul style="list-style-type: none"> •Eligible to the extent that the work completed was for COVID-19 response/mitigation. •For administrative convenience, public health/safety workers, recipients can use funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response. •Payroll and covered benefits can also be used for an employee's pension benefits as part of their payroll contribution to their pensions .

Sources:GFOA

24

Allowable Use #1:

Negative Economic Impact

Eligible Uses	Details (p. 21-38)
Impacted Industries (Tourism/Travel/Hospitality etc.)	<ul style="list-style-type: none"> •Implement COVID-19 mitigation/prevention measures to enable safe resumption of tourism, travel, and hospitality services e.g., improvements to ventilation, physical barriers or partitions, signage to facilitate social distancing, provision of masks or personal protective equipment, or consultation with infection prevention professionals to develop safe reopening plans
Rebuilding Public Sector Capacity to Pre-Pandemic Levels	<ul style="list-style-type: none"> •Payroll Benefits •Rehiring public-sector staff •Replenishing UI trust funds
Small Business Support	<ul style="list-style-type: none"> •Loans, grants, in-kind assistance for operation continuity, mitigation/prevention, and counseling programs to rebound from the downturn
Hardest-Hit Communities	<ul style="list-style-type: none"> •Investing in socioeconomic disparities, housing/communities •Addressing disparities in education

Sources:GFOA

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Allowable Use #2: Premium Payments

Workers Performing Essential Work During COVID

Eligible workers are those: "...needed to maintain continuity of operations of essential critical infrastructure..."

Examples include:

- Staff at nursing homes, hospitals, and home care settings
- Workers at farms, food production facilities, grocery stores, and restaurants
- **Janitors and sanitation workers**
- Truck drivers, transit staff, and warehouse workers
- **Public health and safety staff**
- Childcare workers, educators, and other school staff
- Social service and human services staff
- **Other sectors can be added as long as they are deemed critical to protect the health and well-being of residents**

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Allowable Use #2: Premium Payments

Allowable Payment:

- Additional pay up to \$13/hour for all work.
- Can not reduce or substitute normal earnings
- May not exceed \$25,000/person
- Justification required if workers pay will be above 150% state or county average annual wage (\$28,437 per person – 2019)
- Retroactive pay allowed

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Allowable Use #3: Revenue Loss

How can you use these funds?

“Government Services”

- Maintenance or new infrastructure, such as roads
- Health services
- Environmental remediation
- Police, fire, and other public safety services

Excludes

- Issuance of new debt or payment of outstanding debt
- Reserves
- Paying settlements/judgements

19

Allowable Use #3: Revenue Loss “General Revenue”

•What is Revenue?

•Includes

- Taxes, current charges, rentals, miscellaneous revenues
- All revenue streams (i.e. entity-wide)
- Other Government Transfers (i.e., revenue sharing)

•Excludes

- Federal Transfers
- Utilities (water supply, electric power, gas supply, and public mass transit systems)
- Refunds
- Correcting transactions,
- Proceeds from issuance of debt
- Sale of investments

20

Allowable Use #4: Investment in Infrastructure

Water and Sewer (FAQ 6.1 to 6.4)

Clean Water State Revolving Fund (CWSRF)

- “construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution”
- Includes Stormwater, cybersecurity, green infrastructure and climate change

Drinking Water State Revolving Fund (DWSRF)

- “building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines”
- Includes consolidation, cybersecurity, and climate change

Additional Reporting (additional guidance at later date)

- “workforce plans and practices related to water, sewer, and broadband projects undertaken with Fiscal Recovery Funds”

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Allowable Use #4: Investment in Infrastructure

Broadband

Unserved or Underserved

- Less than - download 25 Mbps and upload 3 Mbps

Required level

- 100 Mbps symmetrical upload/download
- Exception for lower speed due to geography, or excessive costs

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Examples of Possible Projects/Uses

1. **Public Health Impact Uses**

- Additional months of public safety payroll not covered from the Coronavirus Relief Fund grants during 2020.
- Needed improvements to city hall during pandemic (i.e. engineering office, building department, front desk improvements.)

2. **Premium Payments**

- All city employees have already received premium payments through CRF grant and the federal workshare program. I do not recommend further premium payments using ARPA funding.

3. **Revenue Loss**

- Downtown sidewalk repair and beautification project to coincide with downtown lead service line replacement.
 - LSR replacement could be funded with CRF as well – or with city water funds. However, both LSR and sidewalk repair would have to be completed together.
- Reconstruction of Jerome St along river. This would be a transformational project that would greatly enhance the city's recreational opportunities along the national water trail.
- Curwood Castle gift shop and admittance revenue lost as a result of COVID shutdown.
- Pavilion and park rental revenue not received due to COVID shut down

4. **Infrastructure**

- Sewer and Water system improvements
 - Wastewater Plant
 - LSR replacements (until Dec 2026)
 - Water main replacement
 - Sewer interceptor cleaning (could alleviate SSO problem in collection system)





MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: Resolution No. 5 for Glenwood Avenue Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2021-02 and the subject project will be conducted on August 2, 2021, bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

Glenwood Avenue, Public Street, from south end to Farr Avenue

Attachment/s: Glenwood Avenue Resolution No. 5

RESOLUTION NO.
DISTRICT NO. 2021-02
GLENWOOD AVENUE
FROM SOUTH END TO FARR AVENUE
SPECIAL ASSESSMENT RESOLUTION NO. 5

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

Glenwood Avenue from south end to Farr Avenue
Street Resurfacing

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$29,889.99 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-02.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

GLENWOOD FROM SOUTH END TO FARR

SPECIAL ASSESSMENT ROLL NO. 2021-02

RESO 4

WEST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE
912	GLENWOOD	COOMER, CASSANDRA L & DEBRA	050-010-003-001-00	41	1	41.00	\$21.24	\$870.84	R1
904	GLENWOOD	WEST, CHRISTOPHER M	050-010-003-024-00	66	1	66.00	\$21.24	\$1,401.84	R1
902	GLENWOOD	LAWSON, JO ANN	050-010-003-023-00	33	1	33.00	\$21.24	\$700.92	R1
830	GLENWOOD	CUMMINGS, JOHN & BARBARA	050-010-003-022-00	66	1	66.00	\$21.24	\$1,401.84	R1
822	GLENWOOD	GRACE, SHAWN M	050-010-003-021-00	198	1	198.00	\$21.24	\$4,205.52	R1
710	GLENWOOD	REDMOND, JASON J	050-101-003-018-00	141	1	141.00	\$21.24	\$2,994.84	R1
706	GLENWOOD	CRAMMER, TRACY O	050-010-003-026-00	68	1	68.00	\$21.24	\$1,444.32	R1
704	GLENWOOD	KAISER, ANGELA	050-010-003-025-00	61	1	61.00	\$21.24	\$1,295.64	R1
702	GLENWOOD	HAMMOND, BREENNA	050-010-003-015-00	51	0.75	38.25	\$21.24	\$812.43	R1
				725		712.25		\$15,128.19	

EAST SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE
969	GLENWOOD	MILLS, KURT	050-010-004-001-00	41	1	41.00	\$21.24	\$870.84	R1
903	GLENWOOD	MILLS, KURT	050-010-004-002-00	66	1	66.00	\$21.24	\$1,401.84	R1
837	GLENWOOD	MILLS, KURT	050-010-004-003-00	99	1	99.00	\$21.24	\$2,102.76	R1
827	GLENWOOD	JAMROCH, MONICA	050-010-004-004-00	99	1	99.00	\$21.24	\$2,102.76	R1
823	GLENWOOD	JAMROCH, MONICA	050-010-004-005-00	66	1	66.00	\$21.24	\$1,401.84	R1
819	GLENWOOD	LOUCH, TIMOTHY	050-010-004-006-00	66	1	66.00	\$21.24	\$1,401.84	R1
721	GLENWOOD	LOUCH, TIMOTHY	050-010-004-007-00	66	1	66.00	\$21.24	\$1,401.84	R1
715	GLENWOOD	ROACH, MARK A	050-010-004-008-00	102	1	102.00	\$21.24	\$2,166.48	R1
703	GLENWOOD	LOTT, VINCENT G	050-010-004-010-00	120	0.75	90.00	\$21.24	\$1,911.60	R1
				725		695.00		\$14,761.80	

SOUTH SIDE

ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	ZONING TYPE
CALEDONIA TOWNSHIP			007-30-100-001	0	0.75	0.00	\$21.24	\$0.00	
				0		0.00		\$ -	

TOTALS:

1450.00

1407.25

\$29,889.99

GLENWOOD FROM SOUTH END TO FARR**SPECIAL ASSESSMENT ROLL NO. 2021-02****RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$95,757.64
TOTAL ASSESSABLE FRONT FEET	1407.25

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$95,757.64	\$95,757.64	
CITY SHARE $\geq 60\%$	\$65,860.62	\$57,454.58	
PROPERTY SHARE @ $\leq 40\%$	\$29,897.02	\$38,303.06	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/1407.25	\$21.24	\$27.22	
TOTAL FRONT FEET PER TYPE	1407.25	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$29,897.02	\$0.00	\$29,897.02

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

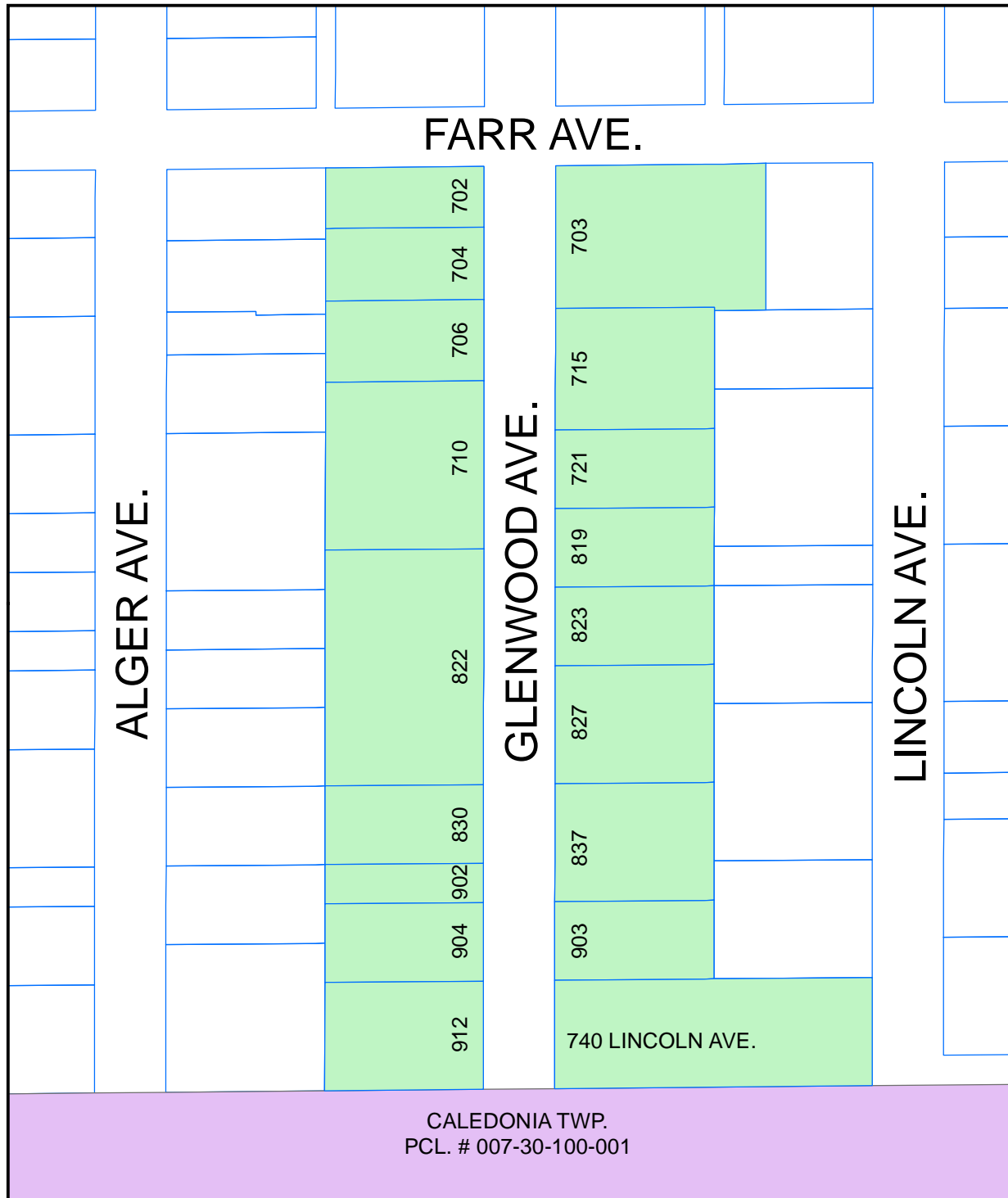
WEST SIDE	\$15,128.19
EAST SIDE	\$14,761.80
SOUTH SIDE	\$0.00
TOTAL SPECIAL ASSESSMENT	<u>\$29,889.99</u>

6-Jul-21

RESO 4

GLENWOOD AVENUE FROM SOUTH END TO FARR AVENUE ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.18	LSUM	\$55,700.00	\$ 10,026.00	\$ 10,026.00	\$ 6,015.60	\$ 4,010.40	\$ 4,010.40
Pavt, Rem	205.5	Syd	\$12.00	\$ 2,466.00				
Sidewalk, Rem	15	Syd	\$20.00	\$ 300.00				
Embankment, CIP	20	Cyd	\$15.00	\$ 300.00				
Excavation, Earth	28	Cyd	\$15.00	\$ 420.00				
Subgrade Undercutting, Special	54	Cyd	\$30.00	\$ 1,620.00				
Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$100.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
Subbase, CIP	6	Cyd	\$25.00	\$ 150.00				
Aggregate Base, LM, Modified	4.5	Cyd	\$110.00	\$ 495.00				
Aggregate Base, 8 inch, Modified	149	Syd	\$12.00	\$ 1,788.00				
Aggregate Base, 9 inch, Modified	524	Syd	\$14.00	\$ 7,336.00	\$ 1,630.22	\$ 978.13		\$ 652.09
HMA Base Crushing and Shaping, Modified	1869	Syd	\$5.00	\$ 9,345.00	\$ 3,115.00	\$ 1,869.00		\$ 1,246.00
Material, Surplus and Unsuitable, Rem, LM	4.5	Cyd	\$50.00	\$ 225.00				
Salv Crushed Material, LM	1.8	Cyd	\$25.00	\$ 45.00				
Asphalt Cement Stabilized Base, Modified	1869	Syd	\$3.94	\$ 7,363.86	\$ 3,681.93	\$ 2,209.16		\$ 1,472.77
Ashpalt Cement Binder	2990	Gal	\$3.58	\$ 10,704.20	\$ 5,352.10	\$ 3,211.26		\$ 2,140.84
Trenching, Modified	14	Sta	\$400.00	\$ 5,600.00	\$ 3,733.33	\$ 2,240.00		\$ 1,493.33
Maintenance Gravel	18	Ton	\$25.00	\$ 450.00				
Approach, CI I, LM	35	Cyd	\$100.00	\$ 3,500.00				
Geotextile, Separator, Modified	149	Syd	\$5.00	\$ 745.00				
Sewer, SDR-26, 10 inch, Tr Det B, Modified	62	Ft	\$75.00	\$ 4,650.00				
Sewer, SDR-26, 12 inch, Tr Det B, Modified	78	Ft	\$75.00	\$ 5,850.00				
Sanitary Service, Conflict	0.9	Ea	\$1,200.00	\$ 1,080.00				
Abandoned Gas Main, Conflict	0.9	Ea	\$750.00	\$ 675.00				
Dr Structure Cover, Adj, Case 1	8	Ea	\$600.00	\$ 4,800.00	\$ 4,800.00	\$ 2,880.00	\$ 1,920.00	\$ 1,920.00
Dr Structure, Adj, Add Depth	3	Ft	\$200.00	\$ 600.00				
Dr Structure Cover, EJ 1040 w/ Vented Cover	4	Ea	\$750.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	3	Ea	\$750.00	\$ 2,250.00	\$ 2,250.00	\$ 1,350.00	\$ 900.00	\$ 900.00
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	4	Ea	\$750.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00
Dr Structure, 36 inch dia, Modified	2	Ea	\$2,500.00	\$ 5,000.00				
Dr Structure, 48 inch dia, Modified	1	Ea	\$2,500.00	\$ 2,500.00				
Dr Structure, Temp Lowering	5	Ea	\$300.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
HMA, 13A (4")	497	Ton	\$71.85	\$ 35,709.45	\$ 35,709.45	\$ 21,425.67	\$ 14,283.78	\$ 14,283.78
Cement	0.36	Ton	\$200.00	\$ 72.00				
Driveway, Nonreinf Conc, 6 inch	32	Syd	\$50.00	\$ 1,600.00				
Sidewalk, Conc, 6 inch	161	Sft	\$6.00	\$ 966.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$131.25	\$ 131.25				
Minor Traf Devices, Max \$10,000	0.18	LSUM	\$10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,080.00	\$ 720.00	\$ 720.00
Plastic Drum, Fluorescent, Furn and Oper	4.5	Ea	\$23.25	\$ 104.63				
Sign, Type B, Temp, Prismatic, Furn and Oper	69	Sft	\$4.15	\$ 286.35				
Pedestrian Type II Barricade, Temp	0.9	Ea	\$75.00	\$ 67.50				
Turf Establishment, Performance	396	Syd	\$5.00	\$ 1,980.00				
Post, Steel, 3 lb	14.4	Ft	\$10.00	\$ 144.00				
Sign, Type III. Erect, Salv	0.9	Ea	\$45.00	\$ 40.50				
Sign, Type III, Rem	0.9	Ea	\$40.00	\$ 36.00				
Post, Mailbox	12	Ea	\$200.00	\$ 2,400.00				
SUB TOTALS				\$143,321.74	\$79,798.04	\$47,878.82	\$24,914.18	\$31,919.21
ENGINEERING AT 15% ASSESSABLE COST				\$ 21,498.26	\$ 11,969.71	\$ 7,181.82	\$ 3,737.13	\$ 4,787.88
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 7,166.09	\$ 3,989.90	\$ 2,393.94	\$ 1,245.71	\$ 1,595.96
GRAND TOTALS				\$171,986.08	\$95,757.64	\$57,454.59	\$29,897.02	\$38,303.06



City of Owosso

Proposed Special Assessment No. 2021-02

Glenwood Avenue
from South end to Farr Ave.



Legend

- Special Assessment Parcels
- Caledonia Twp Parcels
- Other City of Owosso Parcels
- 501 Street Address Number



1 inch = 132 feet



MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: Resolution No. 5 for Garfield Avenue Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2021-03 and the subject project will be conducted on August 2, 2021, bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

Garfield Avenue, Public Street, from south end to Corunna Avenue

Attachment/s: Garfield Avenue Resolution No. 5

RESOLUTION NO.
DISTRICT NO. 2021-03
GARFIELD AVENUE
FROM SOUTH END TO CORUNNA AVENUE
SPECIAL ASSESSMENT RESOLUTION NO. 5

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

Garfield Avenue from south end to Corunna Avenue
Street Resurfacing

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$13,529.30 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-03.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

GARFIELD AVE FROM SOUTH END TO CORUNNA

SPECIAL ASSESSMENT ROLL NO. 2021-03

RESO 4

WEST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
900	CORUNNA AVE	GREAT LAKES CENTRAL RAILROAD, INC	050-011-001-001-00	0	0.75	0.00	\$20.05	\$0.00	I1
532	GARFIELD AVE	JULIE A WINELAND	050-010-023-005-00	108	1	108.00	\$15.99	\$1,726.92	R1
528	GARFIELD AVE	ROBERT BATES	050-010-023-004-00	66	1	66.00	\$15.99	\$1,055.34	R1
522	GARFIELD AVE	HAROLD SWAN III	050-010-023-003-00	66	1	66.00	\$15.99	\$1,055.34	R1
516	GARFIELD AVE	THOMAS SIMMINGTON	050-010-023-002-00	58	1	58.00	\$15.99	\$927.42	R1
990	CORUNNA AVE	THOMAS SIMMINGTON	050-010-023-001-00	139.39	1	139.39	\$15.99	\$2,228.85	R2
				437.39		437.39		\$6,993.87	

EAST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		HURON & EASTERN RAILWAY CO., INC	050-010-011-002-00	0	0.75	0.00	\$20.05	\$0.00	I1
541	GARFIELD AVE	LEE ANN FRENCH	050-010-024-024-00	0	1	0.00	\$15.99	\$0.00	R1
537	GARFIELD AVE	LEE ANN FRENCH	050-010-024-023-00	0	1	0.00	\$15.99	\$0.00	R1
533	GARFIELD AVE	MARGARET HUNT	050-010-024-022-00	113	1	113.00	\$15.99	\$1,806.87	R1
531	GARFIELD AVE	RONALD & JEAN ALLEN	050-010-024-019-00	49.5	1	49.50	\$15.99	\$791.51	R1
521	GARFIELD AVE	C & S RENTALS, LLC	050-010-024-020-00	49.5	1	49.50	\$15.99	\$791.51	R1
519	GARFIELD AVE	DIANA D BROWN TRUST	050-010-024-021-00	65.33	1	65.33	\$15.99	\$1,044.63	R1
1200	CORUNNA AVE	ODDO HOMES, LLC	050-010-024-001-00	131.39	1	131.39	\$15.99	\$2,100.93	R2
				408.72		408.72		\$6,535.43	

SOUTH SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		HURON & EASTERN RAILWAY CO., INC	050-010-011-002-00	0	0.75	0.00	\$20.05	\$0.00	I1
				0		0.00		\$ -	

TOTALS: 846.11 846.11 \$13,529.30

GARFIELD AVE FROM SOUTH END TO CORUNNA**SPECIAL ASSESSMENT ROLL NO. 2021-03****RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$42,407.46
TOTAL ASSESSABLE FRONT FEET	846.11

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$42,407.46	\$42,407.46	
CITY SHARE $\geq 60\%$	\$28,878.11	\$25,444.48	
PROPERTY SHARE @ $\leq 40\%$	\$13,529.35	\$16,962.98	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/846.11	\$15.99	\$20.05	
TOTAL FRONT FEET PER TYPE	846.11	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$13,529.35	\$0.00	\$13,529.35

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$6,993.87
EAST SIDE	\$6,535.43
SOUTH SIDE	\$0.00
TOTAL SPECIAL ASSESSMENT	<hr/> \$13,529.30

6-Jul-21

RESO 4

GARFIELD AVENUE FROM SOUTH END TO CORUNNA AVENUE ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.11	LSUM	\$55,700.00	\$ 6,127.00	\$ 6,127.00	\$ 3,676.20	\$ 2,450.80	\$ 2,450.80
Curb and Gutter, Rem	26	Ft	\$50.00	\$ 1,300.00				
Pavt, Rem	99.75	Syd	\$12.00	\$ 1,197.00				
Sidewalk, Rem	17	Syd	\$20.00	\$ 340.00				
Embankment, CIP	10	Cyd	\$15.00	\$ 150.00				
Excavation, Earth	16	Cyd	\$15.00	\$ 240.00				
Subgrade Undercutting, Type II	33	Cyd	\$30.00	\$ 990.00				
Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$100.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
Subbase, CIP	3	Cyd	\$25.00	\$ 75.00				
Aggregate Base, LM, Modified	2.75	Cyd	\$110.00	\$ 302.50				
Aggregate Base, 8 inch, Modified	71	Syd	\$12.00	\$ 852.00				
Aggregate Base, 9 inch, Modified	79	Syd	\$14.00	\$ 1,106.00	\$ 245.78	\$ 147.47		\$ 98.31
HMA Base Crushing and Shaping, Modified	981	Syd	\$5.00	\$ 4,905.00	\$ 1,635.00	\$ 981.00		\$ 654.00
Material, Surplus and Unsuitable, Rem, LM	2.75	Cyd	\$50.00	\$ 137.50				
Salv Crushed Material, LM	1.1	Cyd	\$25.00	\$ 27.50				
Asphalt Cement Stabilized Base, Modified	981	Syd	\$3.94	\$ 3,865.14	\$ 1,932.57	\$ 1,159.54		\$ 773.03
Ashpalt Cement Binder	1568	Gal	\$3.58	\$ 5,613.44	\$ 2,806.72	\$ 1,684.03		\$ 1,122.69
Trenching, Modified	2	Sta	\$400.00	\$ 800.00	\$ 533.33	\$ 320.00		\$ 213.33
Maintenance Gravel	11	Ton	\$25.00	\$ 275.00				
Approach, CI I, LM	15	Cyd	\$100.00	\$ 1,500.00				
Geotextile, Separator, Modified	71	Syd	\$5.00	\$ 355.00				
Sanitary Service, Conflict	0.55	Ea	\$1,200.00	\$ 660.00				
Abandoned Gas Main, Conflict	0.55	Ea	\$750.00	\$ 412.50				
Dr Structure Cover, Adj, Case 1	1	Ea	\$600.00	\$ 600.00	\$ 600.00	\$ 360.00	\$ 240.00	\$ 240.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	1	Ea	\$750.00	\$ 750.00	\$ 750.00	\$ 450.00	\$ 300.00	\$ 300.00
Dr Structure, Temp Lowering	1	Ea	\$300.00	\$ 300.00	\$ 300.00	\$ 180.00	\$ 120.00	\$ 120.00
HMA, 13A (4")	259	Ton	\$71.85	\$ 18,609.15	\$ 18,609.15	\$ 11,165.49	\$ 7,443.66	\$ 7,443.66
Cement	0.22	Ton	\$200.00	\$ 44.00				
Curb and Gutter, Conc, Det F4, Modified	26	Ft	\$70.00	\$ 1,820.00				
Sidewalk, Conc, 6 inch	181	Sft	\$6.00	\$ 1,086.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$131.25	\$ 131.25				
Minor Traf Devices, Max \$10,000	0.11	LSUM	\$10,000.00	\$ 1,100.00	\$ 1,100.00	\$ 660.00	\$ 440.00	\$ 440.00
Plastic Drum, Fluorescent, Furn and Oper	2.75	Ea	\$23.25	\$ 63.94				
Sign, Type B, Temp, Prismatic, Furn and Oper	50	Sft	\$4.15	\$ 207.50				
Pedestrian Type II Barricade, Temp	0.55	Ea	\$75.00	\$ 41.25				
Turf Establishment, Performance	184	Syd	\$5.00	\$ 920.00				
Gate Box, Adj, Temp, Case 1	1	Ea	\$500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ 200.00
Post, Steel, 3 lb	8.8	Ft	\$10.00	\$ 88.00				
Sign, Type III. Erect, Salv	0.55	Ea	\$45.00	\$ 24.75				
Sign, Type III, Rem	0.55	Ea	\$40.00	\$ 22.00				
SUB TOTALS				\$57,738.42	\$35,339.55	\$21,203.73	\$11,274.46	\$14,135.82
ENGINEERING AT 15% ASSESSABLE COST				\$ 8,660.76	\$ 5,300.93	\$ 3,180.56	\$ 1,691.17	\$ 2,120.37
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 2,886.92	\$ 1,766.98	\$ 1,060.19	\$ 563.72	\$ 706.79
GRAND TOTALS				\$69,286.10	\$42,407.46	\$25,444.48	\$13,529.35	\$16,962.98



City of Owosso

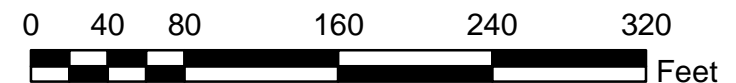
Proposed Special Assessment No. 2021-03

Garfield Avenue
from South end to Corunna Ave.

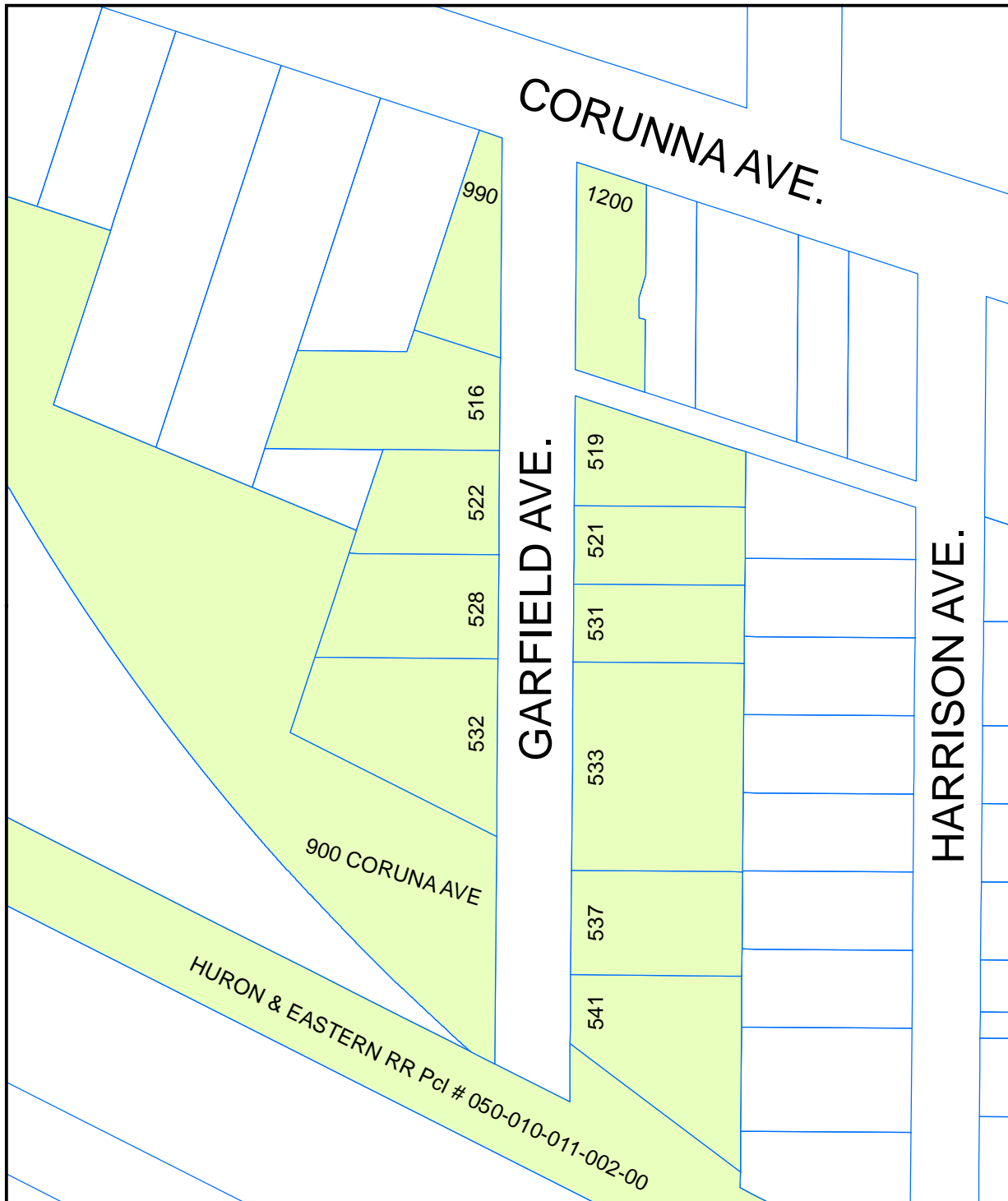


Legend

-  Special Assessment Parcels
-  City of Owosso Parcels
- 501 Street Address Number



1 inch = 100 feet





MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: Resolution No. 5 for Lincoln Avenue Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2021-04 and the subject project will be conducted on August 2, 2021, bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

Lincoln Avenue, Public Street, from Farr Avenue to Monroe Street

Attachment/s: Lincoln Avenue Resolution No. 5

RESOLUTION NO.
DISTRICT NO. 2021-04
LINCOLN AVENUE
FROM FARR AVENUE TO MONROE STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5

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

Lincoln Avenue from Farr Avenue to Monroe Street
Street Resurfacing

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$37,785.06 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-04.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

LINCOLN AVE FROM FARR TO MONROE

SPECIAL ASSESSMENT ROLL NO. 2021-04

RESO 4

WEST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
668	LINCOLN AVE	688 LINCOLN AVE, LLC	050-010-015-036-00	200	0.75	150.00	\$20.62	\$3,093.00	R1
656	LINCOLN AVE	OLIVER & PATRICIA CONDRA	050-010-015-031-00	160	1	160.00	\$20.62	\$3,299.20	R1
650	LINCOLN AVE	WENDELL & SHIRLEY STANFIELD	050-010-015-030-00	60	1	60.00	\$20.62	\$1,237.20	R1
642	LINCOLN AVE	RODNEY & BARBARA WEINERT	050-010-015-029-00	60	1	60.00	\$20.62	\$1,237.20	R1
640	LINCOLN AVE	ERICA VANDENBOSS	050-010-015-028-00	60	1	60.00	\$20.62	\$1,237.20	R1
638	LINCOLN AVE	MICHELLE BOWLES	050-010-015-027-00	60	1	60.00	\$20.62	\$1,237.20	R1
626	LINCOLN AVE	JEREMY SCHULTE	050-010-015-026-00	60	1	60.00	\$20.62	\$1,237.20	R1
622	LINCOLN AVE	MARY MALIK	050-010-015-025-00	90	1	90.00	\$20.62	\$1,855.80	R1
618	LINCOLN AVE	BRANDON & SARAH HARTWELL	050-010-015-023-00	60	1	60.00	\$20.62	\$1,237.20	R1
606	LINCOLN AVE	BRANDON & SARAH HARTWELL	050-010-015-022-00	90	1	90.00	\$20.62	\$1,855.80	R1
604	LINCOLN AVE	RYAN NICHOLAS & GERALYN	050-010-015-020-00	45	1	45.00	\$20.62	\$927.90	R1
600	LINCOLN AVE	HARLAN & JOYCE GILLIAM	050-010-015-019-00	34	0.75	25.50	\$20.62	\$525.81	R1
				979		920.50		\$18,980.71	

EAST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
1175	FARR AVE	CITY OF OWOSSO	050-010-012-001-00	874.1	0.75	655.58	\$26.67	\$17,484.19	C-OS
		CONSUMERS ENERGY, CO	050-010-010-001-00	66	0.75	49.50	\$26.67	\$1,320.17	I2
				940.1		705.08		\$18,804.35	

TOTALS: 1919.10 1625.58 \$ 37,785.06

LINCOLN AVE FROM FARR TO MONROE**SPECIAL ASSESSMENT ROLL NO. 2021-04****RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$108,395.54
TOTAL ASSESSABLE FRONT FEET	1625.58

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$108,395.54	\$108,395.54	
CITY SHARE $\geq 60\%$	\$74,881.89	\$65,037.32	
PROPERTY SHARE @ $\leq 40\%$	\$33,513.65	\$43,358.22	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/1625.58	\$20.62	\$26.67	
TOTAL FRONT FEET PER TYPE	920.50	705.08	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$18,977.48	\$18,806.14	\$37,783.62

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$18,980.71
EAST SIDE	\$18,804.35
TOTAL SPECIAL ASSESSMENT	<u>\$37,785.06</u>

6-Jul-21

RESO 4

LINCOLN AVENUE FROM FARR AVENUE TO MONROE STREET ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.24	LSUM	\$55,700.00	\$ 13,368.00	\$ 13,368.00	\$ 8,020.80	\$ 5,347.20	\$ 5,347.20
Pavt, Rem	296	Syd	\$12.00	\$ 3,552.00				
Sidewalk, Rem	14	Syd	\$20.00	\$ 280.00				
Embankment, CIP	33	Cyd	\$15.00	\$ 495.00				
Excavation, Earth	47	Cyd	\$15.00	\$ 705.00				
Subgrade Undercutting, Type II	72	Cyd	\$30.00	\$ 2,160.00				
Erosion Control, Inlet Protection, Fabric Drop	2	Ea	\$100.00	\$ 200.00	\$ 200.00	\$ 120.00	\$ 80.00	\$ 80.00
Subbase, CIP	6	Cyd	\$25.00	\$ 150.00				
Aggregate Base, LM, Modified	6	Cyd	\$110.00	\$ 660.00				
Aggregate Base, 8 inch, Modified	131	Syd	\$12.00	\$ 1,572.00				
Aggregate Base, 9 inch, Modified	311	Syd	\$14.00	\$ 4,354.00	\$ 967.56	\$ 580.53		\$ 387.02
HMA Base Crushing and Shaping, Modified	2514	Syd	\$5.00	\$ 12,570.00	\$ 4,190.00	\$ 2,514.00		\$ 1,676.00
Material, Surplus and Unsuitable, Rem, LM	6	Cyd	\$50.00	\$ 300.00				
Salv Crushed Material, LM	2.4	Cyd	\$25.00	\$ 60.00				
Asphalt Cement Stabilized Base, Modified	2514	Syd	\$3.94	\$ 9,905.16	\$ 4,952.58	\$ 2,971.55		\$ 1,981.03
Ashpalt Cement Binder	4022	Gal	\$3.58	\$ 14,398.76	\$ 7,199.38	\$ 4,319.63		\$ 2,879.75
Trenching, Modified	12	Sta	\$400.00	\$ 4,800.00	\$ 3,200.00	\$ 1,920.00		\$ 1,280.00
Maintenance Gravel	24	Ton	\$25.00	\$ 600.00				
Approach, CI I, LM	31	Cyd	\$100.00	\$ 3,100.00				
Geotextile, Separator, Modified	131	Syd	\$5.00	\$ 655.00				
Sanitary Service, Conflict	1.2	Ea	\$1,200.00	\$ 1,440.00				
Abandoned Gas Main, Conflict	1.2	Ea	\$750.00	\$ 900.00				
Dr Structure Cover, Adj, Case 1	4	Ea	\$600.00	\$ 2,400.00	\$ 2,400.00	\$ 1,440.00	\$ 960.00	\$ 960.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$750.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	2	Ea	\$750.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
Dr Structure, Temp Lowering	2	Ea	\$300.00	\$ 600.00	\$ 600.00	\$ 360.00	\$ 240.00	\$ 240.00
HMA, 13A (4")	666	Ton	\$71.85	\$ 47,852.10	\$ 47,852.10	\$ 28,711.26	\$ 19,140.84	\$ 19,140.84
Cement	0.48	Ton	\$200.00	\$ 96.00				
Driveway, Nonreinf Conc, 6 inch	31	Syd	\$50.00	\$ 1,550.00				
Sidewalk, Conc, 6 inch	157	Sft	\$6.00	\$ 942.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	2	Ea	\$131.25	\$ 262.50				
Minor Traf Devices, Max \$10,000	0.24	LSUM	\$10,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,440.00	\$ 960.00	\$ 960.00
Plastic Drum, Fluorescent, Furn and Oper	6	Ea	\$23.25	\$ 139.50				
Sign, Type B, Temp, Prismatic, Furn and Oper	118	Sft	\$4.15	\$ 489.70				
Pedestrian Type II Barricade, Temp	1.2	Ea	\$75.00	\$ 90.00				
Turf Establishment, Performance	591	Syd	\$5.00	\$ 2,955.00				
Post, Steel, 3 lb	19.2	Ft	\$10.00	\$ 192.00				
Sign, Type III. Erect, Salv	1.2	Ea	\$45.00	\$ 54.00				
Sign, Type III, Rem	1.2	Ea	\$40.00	\$ 48.00				
SUB TOTALS				\$139,295.72	\$90,329.62	\$54,197.77	\$27,928.04	\$36,131.85
ENGINEERING AT 15% ASSESSABLE COST				\$ 20,894.36	\$ 13,549.44	\$ 8,129.67	\$ 4,189.21	\$ 5,419.78
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 6,964.79	\$ 4,516.48	\$ 2,709.89	\$ 1,396.40	\$ 1,806.59
GRAND TOTALS				\$167,154.86	\$108,395.54	\$65,037.32	\$33,513.65	\$43,358.22



City of Owosso

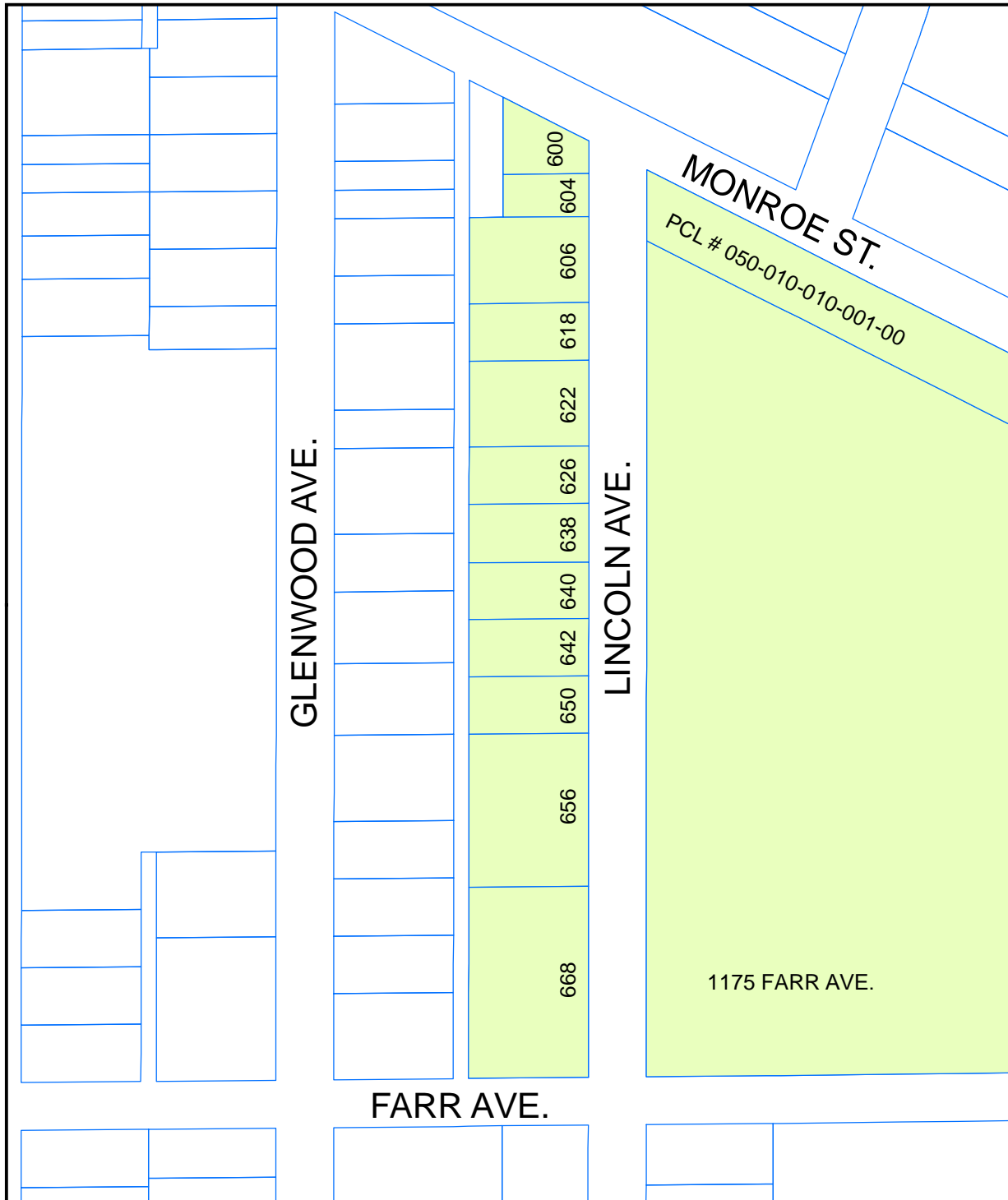
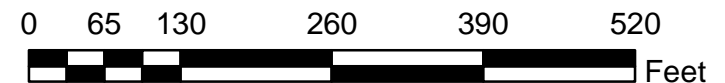
Proposed Special Assessment No. 2021-04

Lincoln Avenue
from Farr Ave. to Monroe St.



Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
- 501 Street Address Number





MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: Resolution No. 5 for McMillan Avenue Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2021-05 and the subject project will be conducted on August 2, 2021, bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

McMillan Avenue, Public Street, from south end to Industrial Drive

Attachment/s: McMillan Avenue Resolution No. 5

RESOLUTION NO.
DISTRICT NO. 2021-05
MCMILLAN AVENUE
FROM SOUTH END TO INDUSTRIAL DRIVE
SPECIAL ASSESSMENT RESOLUTION NO. 5

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

McMillan Avenue from south end to Industrial Drive
Street Resurfacing

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$26,572.70 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-05.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

MCMILLAN AVE FROM SOUTH END TO INDUSTRIAL

SPECIAL ASSESSMENT ROLL NO. 2021-05

RESO 4

WEST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		CITY OF OWOSSO	050-553-000-009-00	160	1	160.00	\$39.44	\$6,310.40	I1
1500	MCMILLAN AVE	GLENN BARNES	050-553-000-008-00	225	1	225.00	\$39.44	\$8,874.00	I1
				385		385.00		\$15,184.40	

EAST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		CITY OF OWOSSO	050-553-000-009-00	0	1	0.00	\$39.44	\$0.00	I1
1550	INDUSTRIAL DR	GLEN T. MERKEL, LLC	050-553-000-005-00	385	0.75	288.75	\$39.44	\$11,388.30	I1
				385		288.75		\$11,388.30	

SOUTH SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
		CITY OF OWOSSO	050-553-000-009-00	0	1	0.00	39.44	\$0.00	I1
				0		0.00			

TOTALS: 770 673.75 \$26,572.70

MCMILLAN AVE FROM SOUTH END TO INDUSTRIAL**SPECIAL ASSESSMENT ROLL NO. 2021-05****RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$69,362.36
TOTAL ASSESSABLE FRONT FEET	673.75

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$69,362.36	\$69,362.36	
CITY SHARE $\geq 60\%$	\$51,698.37	\$42,787.36	
PROPERTY SHARE @ $\leq 40\%$	\$17,663.99	\$26,575.00	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/673.75	\$26.22	\$39.44	
TOTAL FRONT FEET PER TYPE	0.00	673.75	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$0.00	\$26,575.00	\$26,575.00

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$15,184.40
EAST SIDE	\$11,388.30
TOTAL SPECIAL ASSESSMENT	<u>\$26,572.70</u>

6-Jul-21

RESO 4

MCMILLAN AVENUE FROM SOUTH END TO INDUSTRIAL DRIVE ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.11	LSUM	\$55,700.00	\$ 6,127.00	\$ 6,127.00	\$ 3,676.20	\$ 2,450.80	\$ 2,450.80
Culv, Rem, Less than 24 inch	1	Ea	\$500.00	\$ 500.00				
Pavt, Rem	373.75	Syd	\$12.00	\$ 4,485.00				
Embankment, CIP	5	Cyd	\$15.00	\$ 75.00				
Excavation, Earth	392	Cyd	\$15.00	\$ 5,880.00				
Subgrade Undercutting, Special	33	Cyd	\$30.00	\$ 990.00				
Subbase, CIP	29	Cyd	\$25.00	\$ 725.00				
Aggregate Base, LM, Modified	2.75	Cyd	\$110.00	\$ 302.50				
Aggregate Base, 10 inch, Modified	234	Syd	\$16.00	\$ 3,744.00	\$ 748.80	\$ 449.28		\$ 299.52
HMA Base Crushing and Shaping, Modified	1118	Syd	\$5.00	\$ 5,590.00	\$ 1,863.33	\$ 1,118.00		\$ 745.33
Material, Surplus and Unsuitable, Rem, LM	2.75	Cyd	\$50.00	\$ 137.50				
Salv Crushed Material, LM	1.1	Cyd	\$25.00	\$ 27.50				
Asphalt Cement Stabilized Base, Modified	1118	Syd	\$3.94	\$ 4,404.92	\$ 2,202.46	\$ 1,321.48		\$ 880.98
Asphalt Cement Binder	1788	Gal	\$3.58	\$ 6,401.04	\$ 3,200.52	\$ 1,920.31		\$ 1,280.21
Trenching, Modified	3	Sta	\$400.00	\$ 1,200.00	\$ 800.00	\$ 480.00		\$ 320.00
Maintenance Gravel	11	Ton	\$25.00	\$ 275.00				
Approach, CI I, LM	13	Cyd	\$100.00	\$ 1,300.00				
Shoulder, CI I	68	Ton	\$25.00	\$ 1,700.00	\$ 1,700.00	\$ 1,020.00	\$ 680.00	\$ 680.00
Geotextile, Separator, Modified	148	Syd	\$5.00	\$ 740.00				
Culv End Sect, Conc, 12 inch	5	Ea	\$700.00	\$ 3,500.00				
Culv, CI E, Conc, 12 inch	250	Ft	\$75.00	\$ 18,750.00				
Sanitary Service, Conflict	0.55	Ea	\$1,200.00	\$ 660.00				
Abandoned Gas Main, Conflict	0.55	Ea	\$750.00	\$ 412.50				
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	1	Ea	\$750.00	\$ 750.00	\$ 750.00	\$ 450.00	\$ 300.00	\$ 300.00
Dr Structure, 48 inch dia, Modified	1	Ea	\$2,500.00	\$ 2,500.00				
Cold Milling HMA Surface	953	Syd	\$8.00	\$ 7,624.00	\$ 7,624.00	\$ 4,574.40	\$ 3,049.60	\$ 3,049.60
Hand Patching	0	Ton		\$ -				
HMA, 13A (6.5")	441	Ton	\$71.85	\$ 31,685.85	\$ 31,685.85	\$ 19,011.51	\$ 7,799.59	\$ 11,699.39
Cement	0.22	Ton	\$200.00	\$ 44.00				
Driveway, Nonreinf Conc, 9 inch	255	Syd	\$70.00	\$ 17,850.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	1	Ea	\$131.25	\$ 131.25				
Minor Traf Devices, Max \$10,000	0.11	LSUM	\$10,000.00	\$ 1,100.00	\$ 1,100.00	\$ 660.00	\$ 440.00	\$ 440.00
Plastic Drum, Fluorescent, Furn and Oper	2.75	Ea	\$23.25	\$ 63.94				
Sign, Type B, Temp, Prismatic, Furn and Oper	50	Sft	\$4.15	\$ 207.50				
Pedestrian Type II Barricade, Temp	0.55	Ea	\$75.00	\$ 41.25				
Turf Establishment, Performance	1254	Syd	\$5.00	\$ 6,270.00				
Post, Steel, 3 lb	8.8	Ft	\$10.00	\$ 88.00				
Sign, Type III. Erect, Salv	0.55	Ea	\$45.00	\$ 24.75				
Sign, Type III, Rem	0.55	Ea	\$40.00	\$ 22.00				
SUB TOTALS				\$136,329.50	\$57,801.96	\$34,681.18	\$14,719.99	\$22,145.84
ENGINEERING AT 15% ASSESSABLE COST				\$ 20,449.42	\$ 8,670.29	\$ 5,202.18	\$ 2,208.00	\$ 3,321.88
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 6,816.47	\$ 2,890.10	\$ 1,734.06	\$ 736.00	\$ 1,107.29
GRAND TOTALS				\$163,595.40	\$69,362.36	\$41,617.41	\$17,663.99	\$26,575.00



City of Owosso

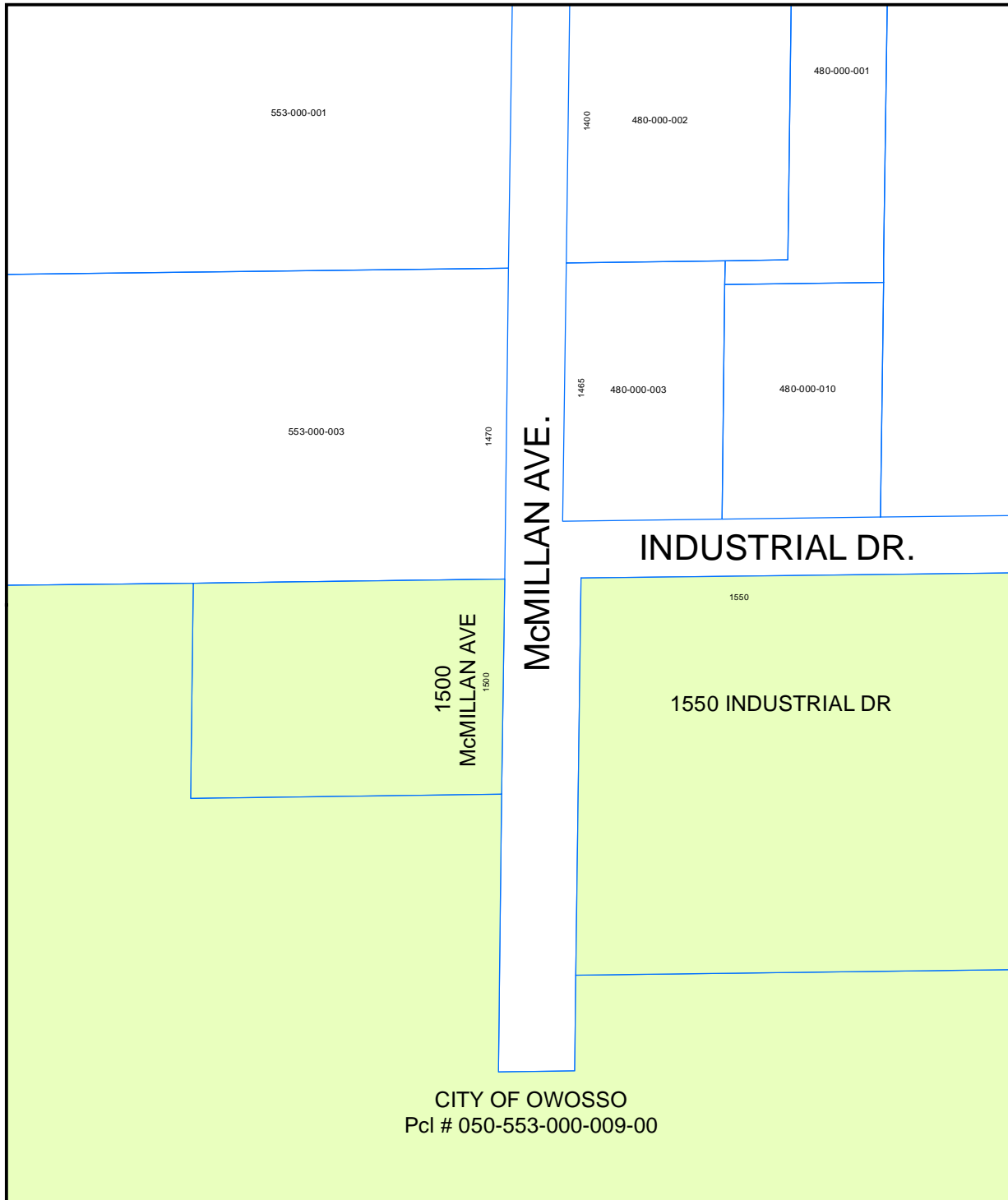
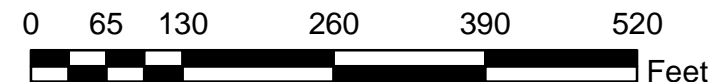
Proposed Special Assessment No. 2021-05

McMillan Avenue
from South end to Industrial Dr.



Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
- 501 Street Address Number





MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: Resolution No. 5 for Park Street Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2021-06 and the subject project will be conducted on August 2, 2021, bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

Park Street, Public Street, from Harper Street to Ridge Street

Attachment/s: Park Street Resolution No. 5

RESOLUTION NO.
DISTRICT NO. 2021-06
PARK STREET
FROM HARPER STREET TO RIDGE STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5

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

Park Street from Harper Street to Ridge Street
Street Resurfacing

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$25,882.32 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-06.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

PARK STREET FROM HARPER TO RIDGE

SPECIAL ASSESSMENT ROLL NO. 2021-06

RESO 4

WEST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
1018	S PARK ST	JAMES & SHARON BOWER	050-652-011-009-00	88	0.75	66.00	\$18.52	\$1,222.32	R1
1014	S PARK ST	JAMES & SHARON BOWER	050-652-011-020-00	82	1	82.00	\$18.52	\$1,518.64	R1
1007	S WASHINGTON ST	CROWE PROPERTIES, LLC	050-652-011-013-00	264	0.75	198.00	\$24.79	\$4,908.42	B4
		ALAN & DOROTHY MCMILLAN	050-652-011-005-00	44	1	44.00	\$18.52	\$814.88	R1
924	S PARK ST	ROBERTO LARRIVEY	050-652-011-004-00	44	1	44.00	\$18.52	\$814.88	R1
920	S PARK ST	BRANDON & MOLLY WARD	050-652-011-003-00	88	1	88.00	\$18.52	\$1,629.76	R1
112	E RIDGE ST	CHAD & SHANNON SWATMAN	050-652-011-001-00	132	0.75	99.00	\$18.52	\$1,833.48	R1
				742		621.00		\$12,742.38	

EAST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
971	S PARK ST	JACK & DORIS DESANTIS	050-652-010-015-00	86	0.75	64.50	\$18.52	\$1,194.54	R1
	S PARK ST	JEFFREY PELKEY	050-652-010-016-00	40	1	40.00	\$18.52	\$740.80	R1
946	S SAGINAW ST	JEFFREY PELKEY	050-652-010-012-00	44	1	44.00	\$18.52	\$814.88	R1
955	S PARK ST	JOSEPH SMITH	050-652-010-017-00	44	1	44.00	\$18.52	\$814.88	R1
951	S PARK ST	JOSEPH SMITH	050-652-010-018-00	44	1	44.00	\$18.52	\$814.88	R1
947	S PARK ST	JOSEPH SMITH	050-652-010-019-00	44	1	44.00	\$18.52	\$814.88	R1
	S PARK ST	JOSEPH SMITH	050-652-010-020-00	44	1	44.00	\$18.52	\$814.88	R1
	S PARK ST	JOSEPH SMITH	050-652-010-021-00	44	1	44.00	\$18.52	\$814.88	R1
	S PARK ST	KENNETH & KAYLEIGH WHITTLE JR	050-652-010-022-00	44	1	44.00	\$18.52	\$814.88	R1
	S PARK ST	GARY & PATRICK TKACZYK	050-652-010-023-00	88	1	88.00	\$18.52	\$1,629.76	R1
917	S PARK ST	RHONDA CAMPBELL	050-652-010-024-00	44	1	44.00	\$18.52	\$814.88	R1
	S PARK ST	RHONDA CAMPBELL	050-652-010-025-00	44	1	44.00	\$18.52	\$814.88	R1
	S PARK ST	RHONDA CAMPBELL	050-652-010-026-00	44	1	44.00	\$18.52	\$814.88	R1
905	S PARK ST	JEFF MOILES	050-652-010-027-00	44	1	44.00	\$18.52	\$814.88	R1
903	S PARK ST	JOSHUA & AMY NICHOLS	050-652-010-028-00	44	0.75	33.00	\$18.52	\$611.16	R1
				742		709.50		\$13,139.94	

TOTALS: 1484.00 1330.50 \$ 25,882.32

PARK STREET FROM HARPER TO RIDGE**SPECIAL ASSESSMENT ROLL NO. 2021-06****RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$82,466.62
TOTAL ASSESSABLE FRONT FEET	1330.50

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$82,466.62	\$82,466.62	
CITY SHARE $\geq 60\%$	\$57,820.64	\$49,479.97	
PROPERTY SHARE @ $\leq 40\%$	\$24,645.98	\$32,986.65	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/1330.50	\$18.52	\$24.79	
TOTAL FRONT FEET PER TYPE	1132.50	198.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$20,978.26	\$4,908.95	\$25,887.21

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$12,742.38
EAST SIDE	\$13,139.94
TOTAL SPECIAL ASSESSMENT	<u>\$25,882.32</u>

6-Jul-21

RESO 4

PARK STREET FROM HARPER STREET TO RIDGE STREET ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.19	LSUM	\$55,700.00	\$ 10,583.00	\$ 10,583.00	\$ 6,349.80	\$ 4,233.20	\$ 4,233.20
Pavt, Rem	195.75	Syd	\$12.00	\$ 2,349.00				
Embankment, CIP	24	Cyd	\$15.00	\$ 360.00				
Excavation, Earth	29	Cyd	\$15.00	\$ 435.00				
Subgrade Undercutting, Special	57	Cyd	\$30.00	\$ 1,710.00				
Erosion Control, Inlet Protection, Fabric Drop	5	Ea	\$100.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ 200.00
Aggregate Base, LM, Modified	4.75	Cyd	\$110.00	\$ 522.50				
Aggregate Base, 8 inch, Modified	129	Syd	\$12.00	\$ 1,548.00				
Aggregate Base, 9 inch, Modified	445	Syd	\$14.00	\$ 6,230.00	\$ 1,384.44	\$ 830.67		\$ 553.78
HMA Base Crushing and Shaping, Modified	1845	Syd	\$5.00	\$ 9,225.00	\$ 3,075.00	\$ 1,845.00		\$ 1,230.00
Material, Surplus and Unsuitable, Rem, LM	4.75	Cyd	\$50.00	\$ 237.50				
Salv Crushed Material, LM	1.9	Cyd	\$25.00	\$ 47.50				
Asphalt Cement Stabilized Base, Modified	1845	Syd	\$3.94	\$ 7,269.30	\$ 3,634.65	\$ 2,180.79		\$ 1,453.86
Ashpalt Cement Binder	2951	Gal	\$3.58	\$ 10,564.58	\$ 5,282.29	\$ 3,169.37		\$ 2,112.92
Trenching, Modified	15	Sta	\$400.00	\$ 6,000.00	\$ 4,000.00	\$ 2,400.00		\$ 1,600.00
Maintenance Gravel	19	Ton	\$25.00	\$ 475.00				
Approach, CI I, LM	12	Cyd	\$100.00	\$ 1,200.00				
Geotextile, Separator, Modified	129	Syd	\$5.00	\$ 645.00				
Sewer, SDR-26, 10 inch, Tr Det B, Modified	85	Ft	\$75.00	\$ 6,375.00				
Sanitary Service, Conflict	0.95	Ea	\$1,200.00	\$ 1,140.00				
Abandoned Gas Main, Conflict	0.95	Ea	\$750.00	\$ 712.50				
Dr Structure Cover, Adj, Case 1	2	Ea	\$600.00	\$ 1,200.00	\$ 1,200.00	\$ 720.00	\$ 480.00	\$ 480.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$750.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	1	Ea	\$750.00	\$ 750.00				
Dr Structure, 36 inch dia, Modified	1	Ea	\$2,500.00	\$ 2,500.00				
Dr Structure, Tap, 10 inch	1	Ea	\$500.00	\$ 500.00				
Dr Structure, Temp Lowering	2	Ea	\$300.00	\$ 600.00	\$ 600.00	\$ 360.00	\$ 240.00	\$ 240.00
HMA, 13A (4")	488	Ton	\$71.85	\$ 35,062.80	\$ 35,062.80	\$ 21,037.68	\$ 14,025.12	\$ 14,025.12
Cement	0.38	Ton	\$200.00	\$ 76.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	2	Ea	\$131.25	\$ 262.50				
Minor Traf Devices, Max \$10,000	0.19	LSUM	\$10,000.00	\$ 1,900.00	\$ 1,900.00	\$ 1,140.00	\$ 760.00	\$ 760.00
Plastic Drum, Fluorescent, Furn and Oper	4.75	Ea	\$23.25	\$ 110.44				
Sign, Type B, Temp, Prismatic, Furn and Oper	118	Sft	\$4.15	\$ 489.70				
Pedestrian Type II Barricade, Temp	0.95	Ea	\$75.00	\$ 71.25				
Turf Establishment, Performance	420	Syd	\$5.00	\$ 2,100.00				
Post, Steel, 3 lb	15.2	Ft	\$10.00	\$ 152.00				
Sign, Type III. Erect, Salv	0.95	Ea	\$45.00	\$ 42.75				
Sign, Type III, Rem	0.95	Ea	\$40.00	\$ 38.00				
SUB TOTALS				\$115,484.32	\$68,722.18	\$41,233.31	\$20,538.32	\$27,488.87
ENGINEERING AT 15% ASSESSABLE COST				\$ 17,322.65	\$ 10,308.33	\$ 6,185.00	\$ 3,080.75	\$ 4,123.33
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 5,774.22	\$ 3,436.11	\$ 2,061.67	\$ 1,026.92	\$ 1,374.44
GRAND TOTALS				\$138,581.18	\$82,466.62	\$49,479.97	\$24,645.98	\$32,986.65



City of Owosso

Proposed Special Assessment No. 2021-06

S. Park Street
from Harper St. to Ridge St.

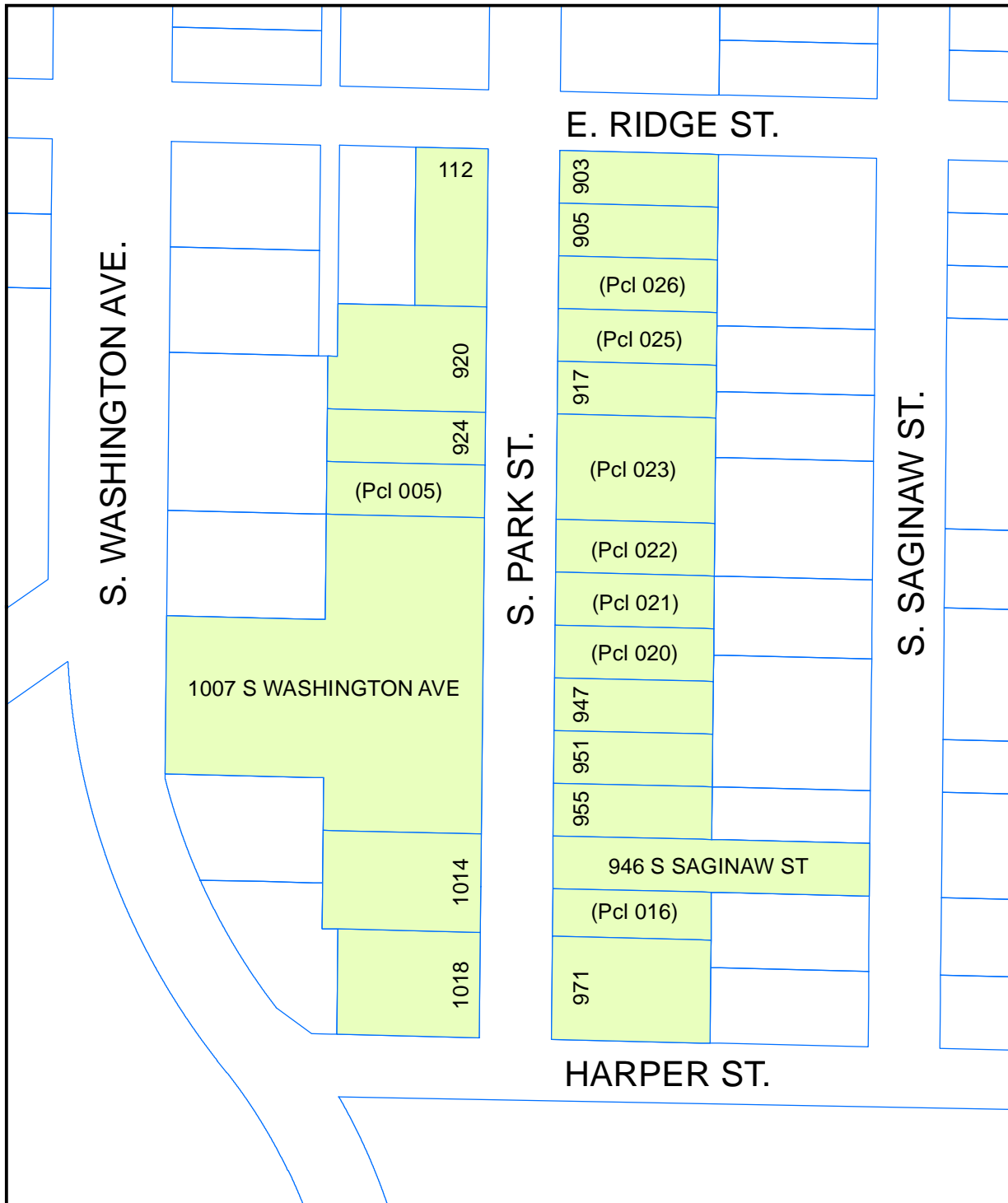


Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
- 501 Street Address Number



1 inch = 132 feet





MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: Resolution No. 5 for Pearce Street Resurfacing; Special Assessment Roll

RECOMMENDATION:

Approval of Resolution No. 5 which documents the public hearing, finalizes the special assessment roll, and sets the terms of payment.

BACKGROUND:

The public hearing for Special Assessment District No. 2021-07 and the subject project will be conducted on August 2, 2021, bringing us to Step Five as follows:

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

Tonight the council will be considering Resolution No. 5 for the following public improvement:

Pearce Street, Public Street, from South Street to Francis Street

Attachment/s: Pearce Street Resolution No. 5

RESOLUTION NO.
DISTRICT NO. 2021-07
PEARCE STREET
FROM SOUTH STREET TO FRANCIS STREET
SPECIAL ASSESSMENT RESOLUTION NO. 5

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

Pearce Street from South Street to Francis Street
Street Resurfacing

and;

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll as prepared by the City Assessor in the amount of \$26,108.16 is hereby confirmed and shall be known as Special Assessment Roll No. 2021-07.
2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2021, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2021.
3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2021 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

PEARCE STREET FROM SOUTH TO FRANCIS

SPECIAL ASSESSMENT ROLL NO. 2021-07

RESO 4

WEST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
1440	PEARCE ST	LUCY BILL	050-270-000-033-00	78	0.75	58.50	\$20.92	\$1,223.82	R2
1434	PEARCE ST	DJ PROPERTY HOLDINGS LLC	050-270-000-034-00	39	1	39.00	\$20.92	\$815.88	R2
1432	PEARCE ST	JRQ VENTURES LLC	050-270-000-035-00	39	1	39.00	\$20.92	\$815.88	R2
1428	PEARCE ST	HELEN JOHNSON	050-270-000-036-00	39	1	39.00	\$20.92	\$815.88	R2
1426	PEARCE ST	MICHAEL & CASSANDRA MARTIN	050-270-000-037-00	78	1	78.00	\$20.92	\$1,631.76	R2
1420	PEARCE ST	GEORGE MCCALLUM	050-270-000-038-00	117	1	117.00	\$20.92	\$2,447.64	R2
1412	PEARCE ST	1412 PEARCE STREET, LLC	050-270-000-040-00	78	1	78.00	\$20.92	\$1,631.76	R2
1312	PEARCE ST	RUTH & STEVEN DOWDY	050-270-000-041-00	58.5	1	58.50	\$20.92	\$1,223.82	R2
1308	PEARCE ST	BRIAN RATHBUN	050-270-000-042-00	58.5	1	58.50	\$20.92	\$1,223.82	R2
1300	PEARCE ST	SATENDRA GURU	050-270-000-043-00	78	0.75	58.50	\$20.92	\$1,223.82	R2
				663		624.00		\$13,054.08	

EAST SIDE									
ADDRESS NO.	STREET	PROPERTY OWNER NAME	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT DISCOUNT	ASSESSABLE FRONT FEET	FRONT FOOT RATE	AMOUNT OF ASSESSMENT	PROPERTY TYPE
720	W SOUTH ST	ANNETTE CANNON	050-270-000-095-00	78	0.75	58.50	\$20.92	\$1,223.82	R2
1433	PEARCE ST	JAMES & LOIS WHALEN	050-270-000-094-00	78	1	78.00	\$20.92	\$1,631.76	R2
1429	PEARCE ST	JASON CASE	050-270-000-093-00	117	1	117.00	\$20.92	\$2,447.64	R2
1418	PEARCE ST	CITY OF OWOSSO	050-270-000-087-00	156	1	156.00	\$20.92	\$3,263.52	R2
1309	PEARCE ST	DANNY SCOTT	050-270-000-089-00	62	1	62.00	\$20.92	\$1,297.04	R2
1305	PEARCE ST	BETTY NATZEL	050-270-000-086-00	94	1	94.00	\$20.92	\$1,966.48	R2
1301	PEARCE ST	BRADLEY BOWEN	050-270-000-085-00	78	0.75	58.50	\$20.92	\$1,223.82	R2
				663		624.00		\$13,054.08	

TOTALS: 1326.00 1248.00 \$ 26,108.16

PEARCE STREET FROM SOUTH TO FRANCIS**SPECIAL ASSESSMENT ROLL NO. 2021-07****RESO 4**

ENGINEER'S ESTIMATE ASSESSABLE AMOUNT	\$84,661.94
TOTAL ASSESSABLE FRONT FEET	1248.00

CALCULATING ASSESSABLE FRONT FOOT RATE AND AMOUNTS:

PROPERTY TYPE	RESIDENTIAL PROPERTY	COMMERCIAL PROPERTY	TOTAL
TOTAL ASSEMENT PER TYPE	\$84,661.94	\$84,661.94	
CITY SHARE $\geq 60\%$	\$58,551.40	\$50,797.17	
PROPERTY SHARE @ $\leq 40\%$	\$26,110.54	\$33,864.77	
ASSESSABLE FRONT FOOT RATE: PROP SHARE/1248	\$20.92	\$27.14	
TOTAL FRONT FEET PER TYPE	1248.00	0.00	
TOTAL AMOUNT OF ASSESSMENT PER TYPE:	\$26,110.54	\$0.00	\$26,110.54

SUMMARY: SPECIAL ASSESSMENT AMOUNTS PER SIDE OF STREET:

WEST SIDE	\$13,054.08
EAST SIDE	\$13,054.08
TOTAL SPECIAL ASSESSMENT	<u>\$26,108.16</u>

6-Jul-21

RESO 4

PEARCE STREET FROM SOUTH STREET TO FRANCIS STREET ENGINEER'S ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COST 60 PERCENT	ASSESSMENT AT 40% RESIDENTIAL	ASSESSMENT AT 40% COMMERCIAL
Mobilization, Max 10%, (Road and Storm)	0.17	LSUM	\$55,700.00	\$ 9,469.00	\$ 9,469.00	\$ 5,681.40	\$ 3,787.60	\$ 3,787.60
Culv, Rem, Less than 24 inch	3	Ea	\$500.00	\$ 1,500.00				
Pavt, Rem	255.25	Syd	\$12.00	\$ 3,063.00				
Embankment, CIP	40	Cyd	\$15.00	\$ 600.00				
Excavation, Earth	75	Cyd	\$15.00	\$ 1,125.00				
Subgrade Undercutting, Special	51	Cyd	\$30.00	\$ 1,530.00				
Erosion Control, Inlet Protection, Fabric Drop	8	Ea	\$100.00	\$ 800.00	\$ 800.00	\$ 480.00	\$ 320.00	\$ 320.00
Subbase, CIP	1	Cyd	\$25.00	\$ 25.00				
Aggregate Base, LM, Modified	4.25	Cyd	\$110.00	\$ 467.50				
Aggregate Base, 8 inch, Modified	173	Syd	\$12.00	\$ 2,076.00				
Aggregate Base, 9 inch, Modified	192	Syd	\$14.00	\$ 2,688.00	\$ 597.33	\$ 358.40		\$ 238.93
HMA Base Crushing and Shaping, Modified	1819	Syd	\$5.00	\$ 9,095.00	\$ 3,031.67	\$ 1,819.00		\$ 1,212.67
Material, Surplus and Unsuitable, Rem, LM	4.25	Cyd	\$50.00	\$ 212.50				
Salv Crushed Material, LM	1.7	Cyd	\$25.00	\$ 42.50				
Asphalt Cement Stabilized Base, Modified	1819	Syd	\$3.94	\$ 7,166.86	\$ 3,583.43	\$ 2,150.06		\$ 1,433.37
Asphalt Cement Binder	2910	Gal	\$3.58	\$ 10,417.80	\$ 5,208.90	\$ 3,125.34		\$ 2,083.56
Trenching, Modified	14	Sta	\$400.00	\$ 5,600.00	\$ 3,733.33	\$ 2,240.00		\$ 1,493.33
Maintenance Gravel	17	Ton	\$25.00	\$ 425.00				
Approach, CI I, LM	18	Cyd	\$100.00	\$ 1,800.00				
Geotextile, Separator, Modified	173	Syd	\$5.00	\$ 865.00				
Sanitary Service, Conflict	0.85	Ea	\$1,200.00	\$ 1,020.00				
Abandoned Gas Main, Conflict	0.85	Ea	\$750.00	\$ 637.50				
Dr Structure Cover, Adj, Case 1	4	Ea	\$600.00	\$ 2,400.00	\$ 2,400.00	\$ 1,440.00	\$ 960.00	\$ 960.00
Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	2	Ea	\$750.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
Dr Structure Cover, EJ 1040 w/ Type O2 Beehive	2	Ea	\$750.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 600.00	\$ 600.00
Dr Structure, Temp Lowering	2	Ea	\$300.00	\$ 600.00	\$ 600.00	\$ 360.00	\$ 240.00	\$ 240.00
HMA, 13A (4")	507	Ton	\$71.85	\$ 36,427.95	\$ 36,427.95	\$ 21,856.77	\$ 14,571.18	\$ 14,571.18
Cement	0.34	Ton	\$200.00	\$ 68.00				
Driveway, Nonreinf Conc, 6 inch	16	Syd	\$50.00	\$ 800.00				
Driveway, Nonreinf Conc, 7 inch	37	Syd	\$70.00	\$ 2,590.00				
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn & Oper	2	Ea	\$131.25	\$ 262.50				
Lighted Arrow, Type C, Furn & Oper	0	Ea		\$ -				
Minor Traf Devices, Max \$10,000	0.17	LSUM	\$10,000.00	\$ 1,700.00	\$ 1,700.00	\$ 1,020.00	\$ 680.00	\$ 680.00
Plastic Drum, Fluorescent, Furn and Oper	4.25	Ea	\$23.25	\$ 98.81				
Sign, Type B, Temp, Prismatic, Furn and Oper	118	Sft	\$4.15	\$ 489.70				
Pedestrian Type II Barricade, Temp	0.85	Ea	\$75.00	\$ 63.75				
Turf Establishment, Performance	1020	Syd	\$5.00	\$ 5,100.00				
Post, Steel, 3 lb	13.6	Ft	\$10.00	\$ 136.00				
Sign, Type III. Erect, Salv	0.85	Ea	\$45.00	\$ 38.25				
Sign, Type III, Rem	0.85	Ea	\$40.00	\$ 34.00				
Post, Mailbox	15	Ea	\$200.00	\$ 3,000.00				
SUB TOTALS				\$117,434.62	\$70,551.61	\$42,330.97	\$21,758.78	\$28,220.65
ENGINEERING AT 15% ASSESSABLE COST				\$ 17,615.19	\$ 10,582.74	\$ 6,349.65	\$ 3,263.82	\$ 4,233.10
ADMINISTRATIVE AT 5% ASSESSABLE COST				\$ 5,871.73	\$ 3,527.58	\$ 2,116.55	\$ 1,087.94	\$ 1,411.03
GRAND TOTALS				\$140,921.55	\$84,661.94	\$50,797.16	\$26,110.54	\$33,864.77




City of Owosso

Proposed Special Assessment No. 2021-07

Pearce Street
from South St. to Francis St.

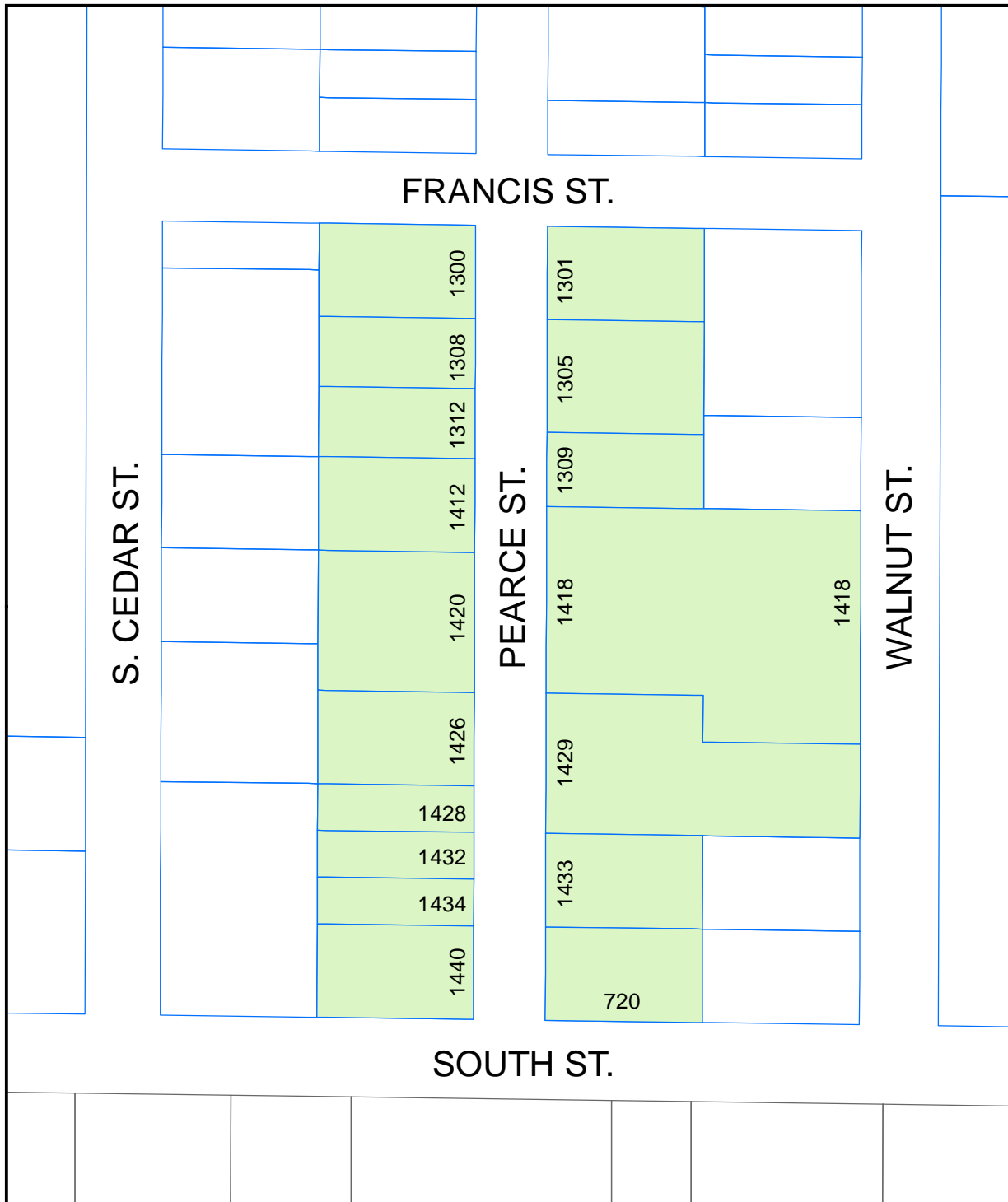


Legend

-  Special Assessment Parcels
-  Other City of Owosso Parcels
-  Owosso Township Parcels
- 501 Street Address Number



1 inch = 132 feet





OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: July 19, 2021
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1455

Laura Archer, River North Neighborhood planning committee member, is requesting the following street closure for a block party:

LOCATION:

Clark Street between Oliver and King

DATE:

August 6, 2021

TIME:

5:00 pm – 12:00 midnight

The Public Safety Department has issued Traffic Control Order # 1455 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends waiver of the insurance requirement, approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1455

7-19-2021

3:00 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street closure

LOCATION OF CONTROL

Clark Street between Oliver and King

EVENT:

River North Neighborhood Block Party

DATE: August 6, 2021

5:00 p.m.-12:00 midnight

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



APPLICATION FOR USE OF
PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: River North Neighborhood Date: 7/15/2021

Primary Contact Person

Name: Laura Archer

Title: _____

Address: 620 Clark Street

Owosso

Phone: 517/410-5915

Requested Date(s): 8/6/2021 Requested Hours: 5:00 p.m. – midnight

Area Requested (Parking Lot - Parade Route): Close Clark Street between Oliver and King

Detailed description of the use for which the request is made: The River North Neighborhood will be hosting a block party for residents on August 6. We will have a food truck and kids games. No alcohol will be provided.

- NA* ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☒ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

.....
Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCLA - Chairperson



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

MEMORANDUM

DATE: July 26, 2021
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1456

Josh Adams, Owosso DDA Executive Director, has requested a street closure for the Owosso Vintage Motorcycle Days Vintage Motorcycle Show. He does not have insurance for this event and is requesting the waiver.

LOCATION:

**South Washington Street from Main Street to Jerome Street
And Main Street Plaza**

DATE:

August 28, 2021

TIME:

7:00 am – 3:30 pm

The Public Safety Department has issued Traffic Control Order # 1456 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends waiver of the insurance requirement, approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO

TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.

DATE

TIME

1456

7/26/2021

4:30 pm

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

South Washington Street from Main Street to Jerome Street
And
Main Street Plaza (Lot #13)

EVENT:

Owosso Vintage Motorcycle Days Event
DATE: August 28, 2021
7:00 am - 3:30 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



APPLICATION FOR USE OF PARKING LOTS, PARADES, OR SIMILAR EVENTS

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 • (989) 725-0550 • FAX 725-0526

The request for use of the parking lots, parade, or similar event shall be submitted to the Director of Public Safety not less than 14 days nor more than 120 days before the date for which the use is requested.

The submission of a request by an individual or organization for a traffic control order pursuant to these rules and regulations shall constitute an agreement to indemnify and hold the City and its officers and employees harmless from any and all liability arising from the event or activities for which the request is made.

Name of individual or group: _____ Date: _____

Primary Contact Person

Name: _____

Title: _____

Address: _____

Phone: _____

Requested Date(s): _____ Requested Hours: _____

Area Requested (Parking Lot - Parade Route): _____

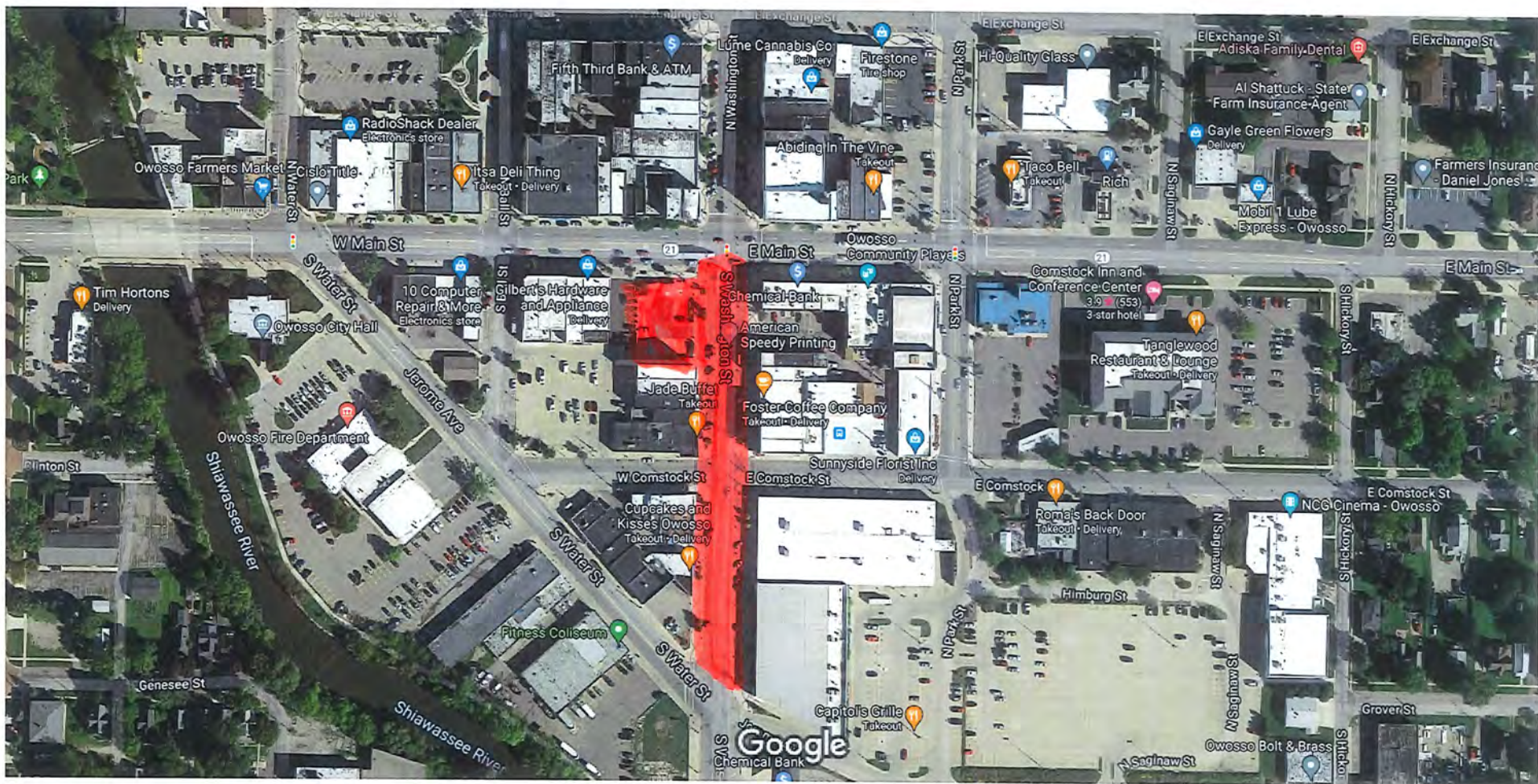
Detailed description of the use for which the request is made: _____

- ☐ Attach copies of any rules or policies applicable to persons participating in the event.
- ☐ Evidence to the City of insurance coverage applicable to the event or activity naming the City as an additional insured in an amount of not less than \$500,000 combined single limit.
- or
- ☐ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

.....
Do Not Write Below This Line - For Officials Use Only

Approved ☐ Not Approved ☐ Date: _____ Traffic Control Order Number _____

Cc: DDA - Director
WCIA - Chairperson





MEMORANDUM

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

DATE: August 2, 2021

TO: City Council

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

SUBJECT: Change Order No. 2 for the 2021 Water Service Line Replacement Project

RECOMMENDATION:

Approval of Change Order No. 2 to the Contract between the City of Owosso and W.T. Stevens Construction, Inc. of Flint, Michigan, for the 2021 Water Service Line Replacement Project.

BACKGROUND:

On June 7, 2021, City Council approved the contract to W.T. Stevens Construction, Inc. in the amount of \$136,738.00, plus \$7,000.00 contingency, for a total of \$143,738.00, for the 2021 Water Service Line Replacement Project.

On July 19, 2021 City Council approved Change Order No. 1, adding three additional non-compliant water service lines to the contract to W.T. Stevens Construction, Inc. in the amount of \$17,748.00. An increase that, when it was approved, revised the total contract amount to \$154,486.00, for the 2021 Water Service Line Replacement Project.

Seven additional non-compliant water service lines were discovered on Maple Avenue which is scheduled to have its water main replaced this year. Change Order No. 2 in the amount of \$19,352.00, is an increase that, when approved, will revise the total contract amount to \$173,838.00. This change order increases the quantities of the contract pay items to make the additional replacements.

FISCAL IMPACTS:

Additional expenses in the amount of \$19,352.00 for Change Order No. 2 shall be paid from the Water Fund Account 591-552-818.000-LSLREPLACE.

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

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

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 2
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
W.T. STEVENS CONSTRUCTION, INC.
FOR THE 2021 WATER SERVICE LINE REPLACEMENT PROJECT**

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

WHEREAS, the discovery of seven non-compliant water service lines on Maple Avenue resulted in the need for additional water service line replacements; and

WHEREAS, W.T. Stevens Construction, Inc. has agreed to complete these additional water service line replacements on Maple Avenue for the amount of \$19,352.00, and a change order is necessary to increase the contract amount.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2021 Water Service Line Replacement contract with W.T. Stevens Construction, Inc. to increase the contract amount to complete additional water service line replacements on Maple Avenue.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 2 in the amount of \$19,352.00; an increase to the Contract for Services between the City of Owosso and W.T. Stevens Construction, Inc., revising the total current contract amount from \$154,486.00 to \$173,838.00.
- THIRD: The accounts payable department is authorized to pay W.T. Stevens Construction, Inc. for work satisfactorily completed up to the revised contract amount of \$173,838.00.
- FOURTH: The above expenses shall be paid from Water Fund Account 591-552-818.000-LSLREPLACE.

CHANGE ORDER

No. 2

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

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

Description:

Add seven water service line replacements on Maple Avenue from Corunna Avenue to the north end due to upcoming water main replacement by Owosso Department of Public Works. All replacements will be from the water main to the building. Increase Substantial Completion Date to August 27, 2021 due to the additional service line replacements.

Adjust the following quantities to the Contract:

<u>Item No.</u>	<u>Description</u>	<u>Quantity Change</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
3	Water Service, Case 3, 1 inch, Main to Meter	300	Ft	\$55.00	\$16,500.00
7	Supply & Install Meter Pit, Complete	1	Ea	\$800.00	\$800.00
8	Sidewalk, Rem	30	Syd	\$9.90	\$297.00
11	Sidewalk, Conc, 4 inch, Modified	270	Sft	\$6.50	\$1,755.00
Total Change:					\$19,352.00

Attachments: Maple Avenue Water Service Line List, Maple Avenue Water Service Line Map

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>136,738.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>1</u> : \$ <u>17,748.00</u>
Contract Price prior to this Change Order: \$ <u>154,486.00</u>
Increase (Decrease) of this Change Order: \$ <u>19,352.00</u>
Contract Price incorporating this Change Order: \$ <u>173,838.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>August 6, 2021</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>1</u> : Substantial Completion: <u>7 days</u> Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>August 13, 2021</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>14 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>August 27, 2021</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: _____

ENGINEER (Authorized Signature)

Title: _____

Date: _____

APPROVED:

By: _____

OWNER (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: _____

CONTRACTOR (Authorized Signature)

Title: _____

Date: _____

ATTEST:

By: _____

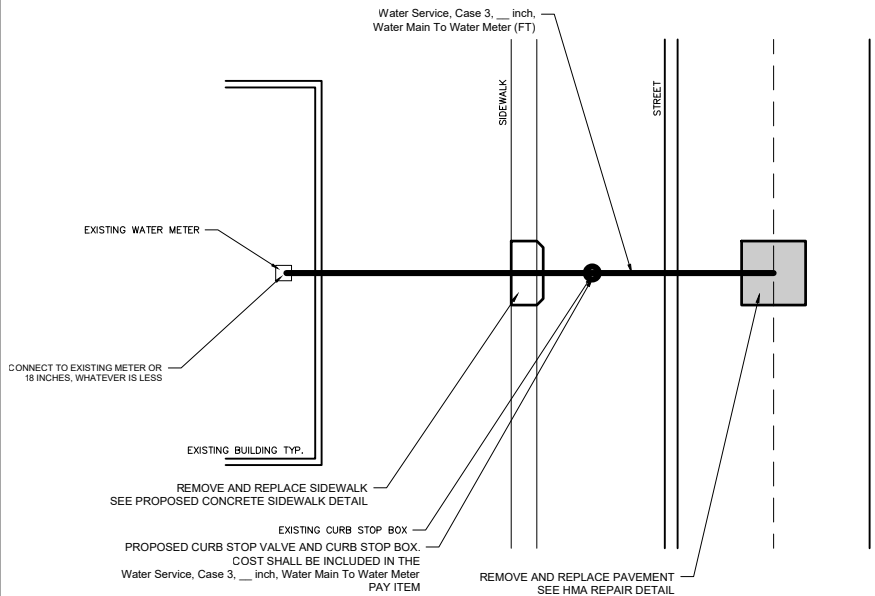
Amy K. Kirkland

Title: City Clerk

Date: _____

MAPLE AVENUE WATER SERVICE LINE REPLACEMENT LIST - CHANGE ORDER NO. 2

CASE #3 TYP. - WATER MAIN TO WATER METER



NOTES:

- 1.) EXCAVATE AT EXISTING CURB STOP BOX A MINIMUM OF 2 FEET IN EACH DIRECTION. TEMPORARILY REMOVE CURB STOP BOX/VALVE.
- 2.) SAWCUT/REMOVE 10 FEET OF EXISTING SIDEWALK, PAID FOR AS Sidewalk, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW CONCRETE CAN BE POURED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY.
- 3.) SAWCUT/REMOVE PAVEMENT OVER EXISTING WATERMAIN, PAID FOR AS HMA, Rem. CONTRACTOR SHALL MAINTAIN THE AREA WITH MAINTENANCE GRAVEL UNTIL NEW PAVEMENT CAN BE PLACED. COST FOR MAINTENANCE GRAVEL SHALL BE INCIDENTAL TO THE PROJECT AND NOT PAID FOR SEPARATELY. ADDITIONAL QUANTITY FOR CURB REMOVAL AND REPLACEMENT ARE INCLUDED TO BE USED AS DIRECTED BY THE ENGINEER.
- 4.) THE CONTRACTOR SHALL ATTEMPT TRENCHLESS INSTALLATION OF NEW WATER SERVICE LINE (CABLE METHOD, THEN BORING METHOD) FIRST. IF THESE METHODS FAIL, THE SERVICE LEAD SHALL BE PLACED IN AN OPEN TRENCH.
- 5.) FAILED ATTEMPTS AT TRENCHLESS INSTALLATION (CABLE/BORED) SHALL BE PAID FOR AS Failed Attempt - Cable Method OR Failed Attempt - Boring Method.
- 6.) THE NEW WATER SERVICE LINE SHALL EXTEND TO THE EXISTING WATER METER OR 18 INCHES, WHATEVER IS LESS. SHUT OFF VALVES SHALL BE INSTALLED WHERE NEEDED. COST SHALL BE INCLUDED WITH THE WATER SERVICE PAT ITEM AND NOT PAID FOR SEPARATELY.
- 7.) ALL NON-PAVED DISTURBED AREAS SHALL BE RESTORED WITH TURF. COST SHALL BE INCLUDED IN THE WATER SERVICE LINE PAY ITEM AND NOT PAID FOR SEPARATELY.

CASE #3 SERVICE LEAD QUANTITIES (FOR INFORMATION ONLY)

Address	Existing Material Type		Copper Service Lead (FT)	Notes
	City Side	Private Side		
703 Corunna	Lead	Galvanized	25	
400 Maple	Lead	Galvanized	85	
401 Maple	Lead	Copper	20	Galvanized in building
406 Maple	Lead	Galvanized	90	
407 Maple	Lead	Unknown	30	Install Meter Pit
413 Maple	Lead	Galvanized	25	
415 Maple	Lead	Galvanized	25	
TOTAL:			300	

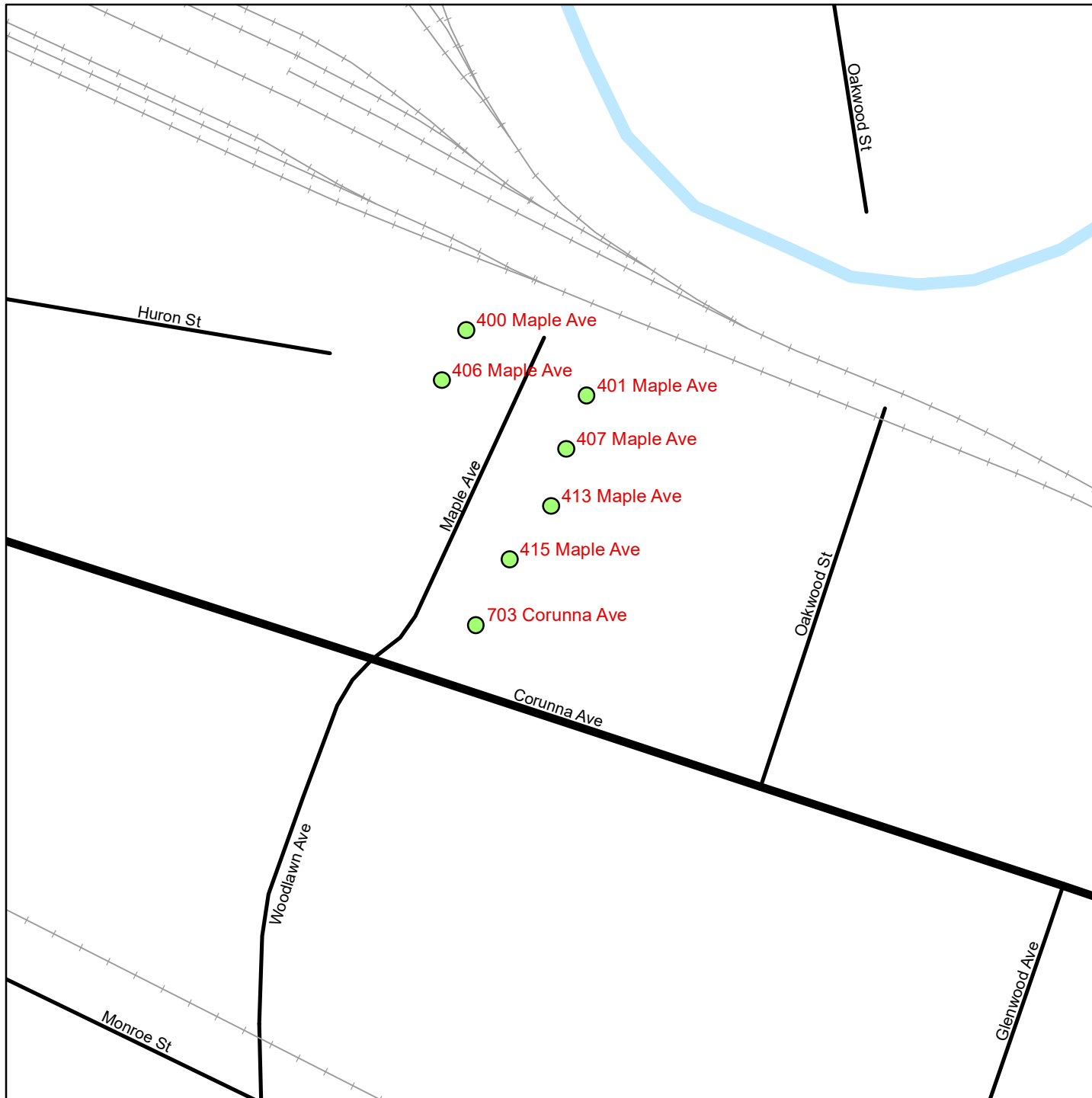


City of Owosso


2021 Water Service Line Replacements

Change Order No. 2




Maple Avenue



Replacement Locations

-  Case Type 3: Water Main to Water Meter

Other Features

-  City Limit
-  Railroads
-  Shiawassee River

0 40 80 120 160 Feet





MEMORANDUM

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

DATE: August 2, 2021

TO: City Council

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

SUBJECT: 2021 Retaining Wall Project Change Order No. 1 - Emergency Repairs

RECOMMENDATION:

Authorization to issue Change Order No. 1 to the contract for the 2021 Retaining Wall Project (P.O. No. 43318) with Gordon Construction Services of Lansing, Michigan in the amount of \$55,440.00.

BACKGROUND:

During the demolition of the existing retaining wall, unforeseen site issues were discovered. The City's structural engineering consultant recommended and designed a sheet pile system to stabilize the area.

Gordon Construction Services hired a subcontractor to perform the work the week of July 26, 2021. All other subcontractors could not perform the work until 2022, and were also more expensive.

This is an emergency request and waiver of the purchasing policy is requested.

FISCAL IMPACTS:

Funds for the above expense will be funded by the City's Capital Account No. 401-000-975.000-WALL000000 in the amount of \$55,440.00

Attachments: Resolution, Change Order No. 1

RESOLUTION NO.

**AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1
TO THE 2021 RETAINING WALL PROJECT CONTRACT
WITH GORDON CONSTRUCTION SERVICES, INC.
FOR EMERGENCY REPAIRS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, determined that it is in the best interest of the public to reconstruct the retaining wall at Owosso City Hall; and

WHEREAS, the city has budgeted from the capital account – building improvement funds to facilitate undertaking of the project; and

WHEREAS, during the demolition of the existing retaining wall, unforeseen site issues were discovered and a quote was provided by Gordon Construction Services, Inc. in the amount of \$55,440.00 to install sheet piling to stabilize the area; and

WHEREAS, the city's Director of Public Services & Utilities and City Manager have reviewed the quote and verified the repairs as necessary to reconstruct the retaining wall, and recommend authorizing Emergency Repair - Change Order No.1, in the amount of \$55,440.00.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2021 Retaining Wall Project contract with Gordon Construction Services, Inc. for emergency repairs due to unforeseen site conditions.

SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Emergency Repair - Change Order No. 1 in the amount of \$55,440.00; an increase to the Contract for Services between the City of Owosso and Gordon Construction Services, Inc., revising the total current contract amount from \$220,937.20 to \$276,377.20.

THIRD: The accounts payable department is authorized to submit payment to Gordon Construction Services, Inc. for work satisfactory completed up to the revised contract amount of \$276,377.20.

FOURTH: The above expenses shall be paid from account no. 401-000-975-000-WALL000000.

CHANGE ORDER

No. 1

OWNER: City of Owosso
CONTRACTOR: Gordon Construction Services
CONTRACT NAME: City of Owosso 2021 Retaining Wall Project
OWNER's P.O. NO. 43318

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

Description:

Add an additional item to place sheet piling at the north end of retaining wall. Sheet piling is needed to stabilized fractured limestones blocks at the M-21 bridge abutment. Increase Substantial Completion Date to October 1, 2021 due to the additional work required.

Adjust the following quantities to the Contract:

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Quantity</u> <u>Change</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
10	Sheet Piling for abutment reinforcement	1	LSUM	\$55,440.00	\$55,440.00
Total Change:				\$55,440.00	

Attachments: Quote for Sheet Piling from Gordon Construction Services, Sheet piling plan sheet

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>220,937.20</u>
Increase (Decrease) from previously approved Change Orders No. _____ to _____ \$ _____
Contract Price prior to this Change Order: \$ <u>220,937.20</u>
Increase (Decrease) of this Change Order: \$ <u>55,440.00</u>
Contract Price incorporating this Change Order: \$ <u>276,377.20</u>

Correction:
276,377.20

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>September 10, 2021</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) from previously approved Change Orders No. _____ to _____: Substantial Completion: _____ Ready for Final Payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>September 10, 2021</u> Ready for Final Payment: _____ (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>21 days</u> Ready for Final Payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>October 1, 2021</u> Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

By: Clayton Wehner

ENGINEER (Authorized Signature)

Title: Civil Engineer I

Date: 7/16/2021

APPROVED:

By: N. D. We

OWNER (Authorized Signature)

Title: City Manager

Date: 7-16-2021

ACCEPTED:

By: Terry L Gordon Jr

CONTRACTOR (Authorized Signature)

Title: Project Manager

Date: 7/16/21

By: _____

Christopher T. Eveleth

Mayor

Date: _____

ATTEST:

By: _____

Amy K. Kirkland

Title: City Clerk

Date: _____



GORDON CONSTRUCTION SERVICES

OWNER CHANGE ORDER #1

p.517-862-4846

Date 07/16/21

Project: **City Of Owosso - Retaining Wall 2021**

Contractor: Gordon Construction Services

Title: Sheet Pilings

Change Items				
Quantity	Unit	Description	Unit Price	Subtotal
1	ls	Sheet Pilings for abutment reinforcement.	\$ 55,440.00	\$ 55,440.00
1	ls	3 week extension for project completion until October 1st	\$ -	\$ -
1	ls		\$ -	\$ -
1	ls		\$ -	\$ -
1	ls		\$ -	\$ -
1	ls			\$ -
1	ls			\$ -
1	ls			\$ -
				\$ 55,440.00
Grand Total				\$ 55,440.00
Notes/Clarification				

Base Contract Value: \$ 220,937.20
CO Adjustment to Contract Value Prior to CO \$ -
CO Adjustment - This CO \$ **55,440.00**
Total Contract Value to Date: \$ 276,377.20

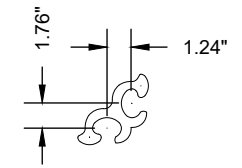
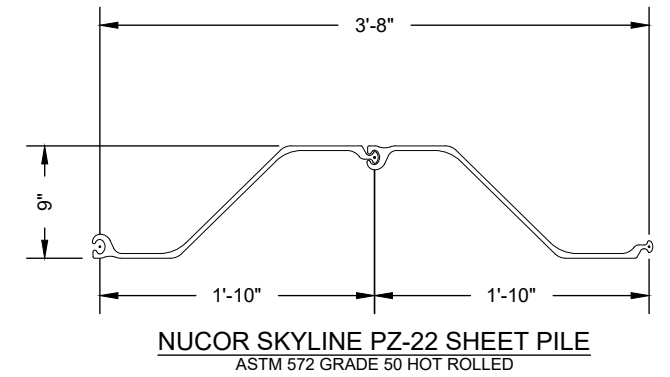
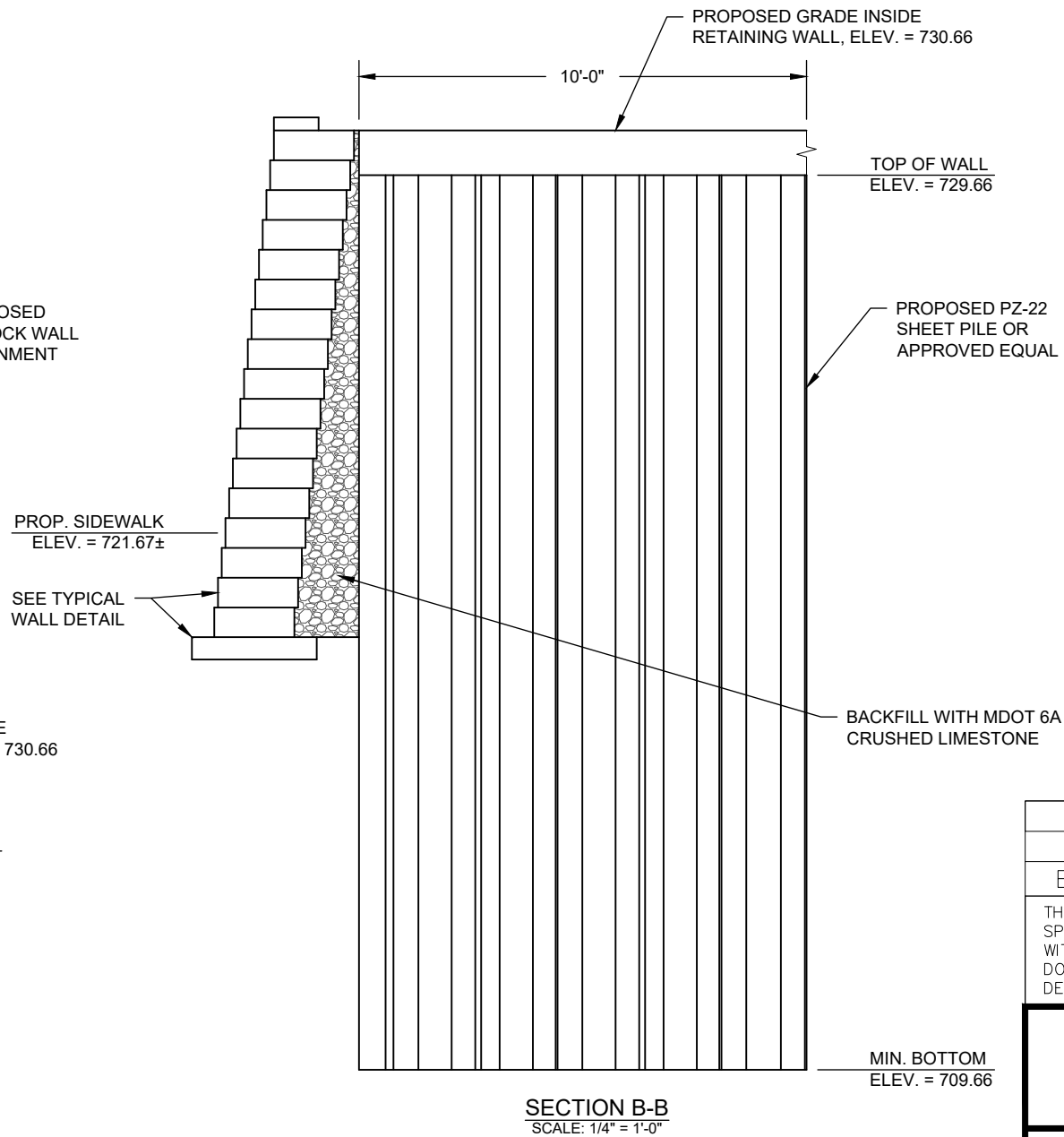
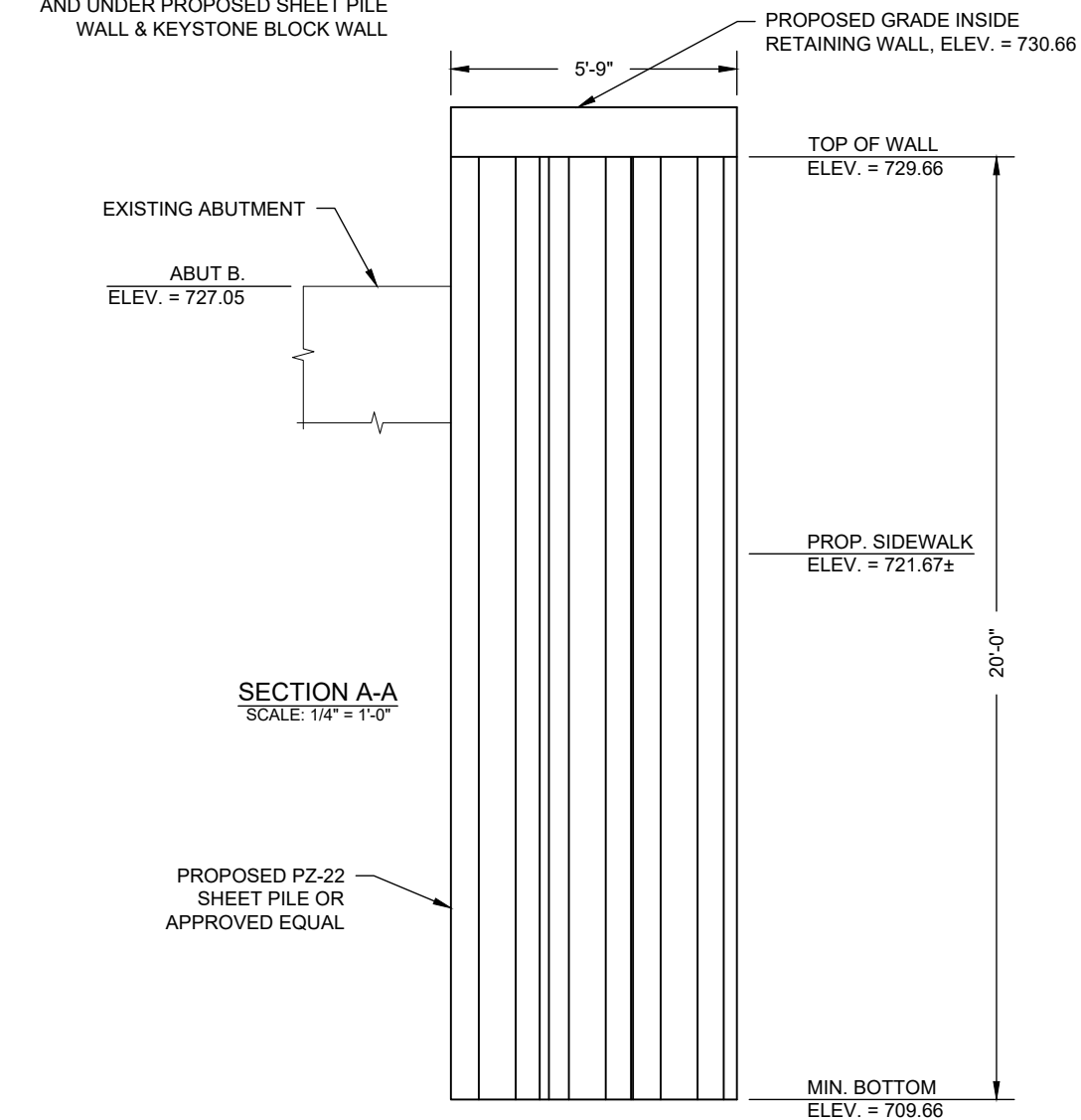
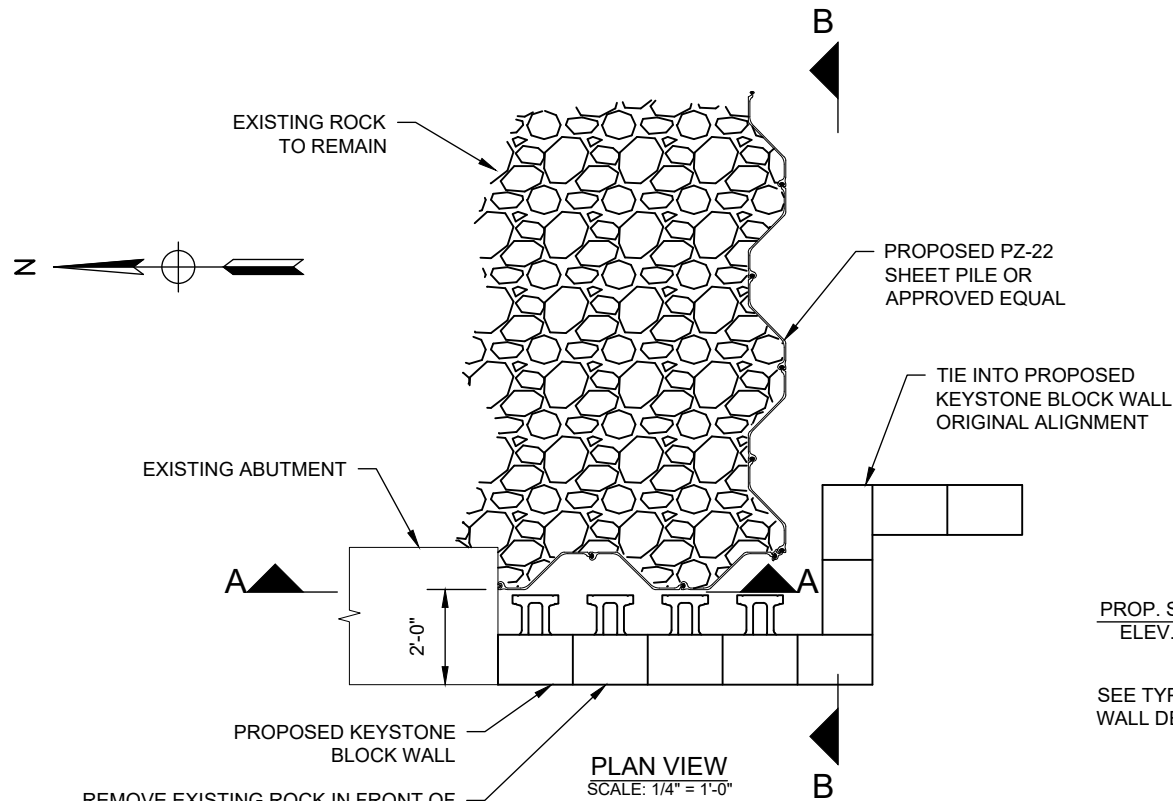
GCS Signature

Terry L Gordon Jr

Date 7/16/21

Owner Signature

Date _____



BY	MARK	REVISIONS	DATE
THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREON IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.			

CITY OF
OWOSSO, MICHIGAN

PROPOSED
SHEET PILE WALL
AT M-21 ROAD



SAGINAW OFFICE
230 S. Washington Ave.
Saginaw, MI 48607
Tel. 989-754-4717
Fax. 989-754-4440
www.SpicerGroup.com

DE. BY: DPZ DR. BY: MTS	CH. BY: APP. BY: DPZ	PROJECT NO. 130932SG2021
STDS.	SHEET 1 OF 1	S
DATE 7/13/2021 SCALE AS NOTED	FILE NO. DF-1130	1



MEMORANDUM

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

DATE: August 2, 2021

TO: City Council

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

SUBJECT: Groundwater Resource Evaluation - OHM Advisors Amendment No. 2

RECOMMENDATION:

Approval to amend the professional service agreement with Orchard, Hiltz, and McCliment (OHM) Advisors of Livonia, Michigan, for engineering services to investigate, design, and aquifer test the test-production well to replace existing Palmer 3 in the amount of \$56,500.00.

BACKGROUND:

City Council approved the first Ground Water Resources services agreement with OHM on July 15, 2019 in the amount of \$91,000.00. Expenses under this initial services agreement were reimbursed at 50% under the 2019-2020 Well Head Protection Plan (WHPP) Grant received in 2019. The WHPP Grant focused on well field development on city owned Vandekarr Road property and expansion of the existing Hintz Road well field. However, significant soil contamination was later discovered at South and McMillan Streets, which is within the restricted 2,000 feet safe zone for new well field development. Therefore the Vandekarr Road property was abandoned from further consideration.

City Council then approved Amendment No. 1 with OHM on August 17, 2020 in the amount of \$15,340.00. Staff then focused on the Hintz Road wellfield site and expanded the evaluation further to the west, to address state regulator concerns of existing private wells that may be impacted by the existing Hintz Road well field. In addition, staff is pursuing proposed development and expansion of the existing Osburn well field for a second ground well.

Now with the additional engineering services as proposed in amendment No.2, which will focus on the: investigation, design, and aquifer testing of a test-production well to replace existing well Palmer 3. These additional services will also be eligible to be reimbursed 50% through the 2021-2022 WHPP Grant application to be submitted in 2022.

WHPP Grants are offered by the Michigan Department of Environment, Great Lakes & Energy (EGLE) each year for eligible program costs.

FISCAL IMPACTS:

These services will be expensed to the FY2021-2022 Water Fund Account 591-901-972.000.

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

Attachments: (1) Resolution
(2) OHM Proposal

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO
THE GROUND WATER RESOURCES 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 to provide Ground Water Resource Evaluations for new wellfield development, which was adopted by council Resolution 106-2019 on July 15, 2019; and

WHEREAS, the city and Director of Public Services & Utilities desires to expand the Ground Water Resources Agreement to include additional evaluations of the existing Palmer Avenue Wellfield sites for new well development.

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 professional services agreement approved by Resolution 106-2019 on July 15, 2019 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional engineering services in the amount of \$56,500.00 for investigation, design, and aquifer testing of the test-production well to replace existing well Palmer 3.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$106,340.00, plus \$56,500.00 as amendment No. 2 for a total of \$162,840.00.
- THIRD: The above expenses shall be paid from FY2021-2022 Water Funds Account 591-901-972.000.

June 18, 2021

Mr. Ryan Suchanek
Director of Public Services
City of Owosso
301 West Main
Owosso, MI 48867

RE: Palmer #3 Well Replacement

Dear Mr. Suchanek,

OHM Advisors (OHM) is pleased to submit this proposal for the replacement of Palmer #3 well. We have prepared our project understanding and scope of services based on information received from the City of Owosso (City) in December 2020 and on-going discussions. This proposal addresses the investigation, design, bidding, and construction services associated with the replacement well.

PROJECT UNDERSTANDING

The city of Owosso wishes to replace a source water well, Palmer Well # 3, that was taken out of service in May 2019 due to casing damage. The existing well was installed in 1964 in a confined drift aquifer to a total depth of 146.5 feet. In September 2020, the City requested bids to rehab or replace the existing well but opted not to pursue the project due to a low number of responses. The City began planning for complete replacement of the well and wellhouse after meeting with representatives from EGLE to discuss options in November 2020. Water quality testing from 1996 through 2014 show trace amounts of cis 1,2 dichloroethylene in the water, a regulated contaminate. Concentrations of the contaminate in the existing well appeared to be stable across that time period. This contaminate has not been detected at the outlet of the drinking water treatment plant and is likely removed due to the induced aeration treatment process. Potential, historical contamination sources within 2000 feet of well site are a city landfill to the south and a removed underground storage tank to the northwest. The previous well was permitted by EGLE for 792 gallons per minute.

The scope of work for the replacement well at the Palmer 3 wellsite has evolved from straightforward construction and performance testing, to a formal aquifer test. The scope of work detailed in this proposal, therefore, includes aquifer testing under the guidelines described in the EGLE Policy/Procedure ODWMA-399-003 and ultimately addresses EGLE concerns with the nearby landfill and groundwater/surface water interaction.

This project to develop a test-production well at the Palmer 3 site will require the following steps:

- EGLE site inspection and walkover (this work has been completed as of the date of this letter).
- As this is a direct one-for-one replacement of capacity an ARI determination is not needed.



- Drilling and installation of one observation well. The Palmer Well No 2 will service as one of the two required observation wells.
- Drilling and installation of a test-production well. This well will later be converted into a production well.
- Performance of an aquifer test (the duration of the test will be 24 hours but could get extended depending on aquifer behavior during the aquifer testing).
- Collection of groundwater samples from the test-production well (Unit37, rads, PFAS, etc.)
- Analysis of the aquifer test data and preparation of an aquifer test report for EGLE review and approval.

SCOPE OF SERVICES

Task 1 – Initial Evaluation

Perform a desktop study to evaluate risk of contamination associated with groundwater source development in this aquifer. This analysis is intended to provide a “go/no go” answer prior to moving forward with exploratory drilling. This work has been completed as of the date of this letter.

- Review damage in the existing well casing to determine if a repair or lining would be possible.
- Prepare correspondence with EGLE regarding the option to install a 2nd lining of Palmer 3 well.
- Participate in conference calls with the City of Owosso and subsequently with EGLE to determine if repair to the existing well would be allowed or if the existing well was unserviceable.
- Review the existing data and water sample results from the existing Palmer 3 well. Research EGLE records to obtain site specific information regarding all sites of contamination located within 3,000 feet of the proposed wellsite.
- Utilize analytical element modeling packages to simulate proposed withdrawals and the effects these would have on local groundwater flow patterns.
- Prepare correspondence with EGLE regarding options for replacement of Palmer 3 well.
- Participate in conference calls with the City of Owosso and subsequently with EGLE to review options and identify next steps.
- Provide follow up documentation to EGLE as requested.
- Prepare correspondence to EGLE requesting site visit and walkover at Palmer 3 location. Attend site visit.

Task 2 –Test-Production Well – Engineering Design and Bidding Documents

This task will proceed once EGLE provides preliminary approval based on exploratory drilling results. The test-production well will be converted to a production well once it has been approved by EGLE.

Prepare observation well and test-production well installation and testing specifications which will include the drilling of one additional observation well (to be used for aquifer testing purposes), and the drilling and pump testing of a larger diameter test-production well.

- Preparation of complete bidding documents for the installation and testing of the test-production and monitoring well.
- Evaluation of Bids



Task 3 –Test-Production Well – Drilling Field Support, Aquifer Testing, and Analysis

This task will follow the installation of the test-production and new observation well. The pumping will be performed by the well drillers and observed by the OHM team.

- Field inspection during installation of an additional 5-inch observation well for use during aquifer testing.
- Field inspection and design during installation of the test-production well dependent on field conditions. Plumbness and alignment tests to be completed on well. Engineering assistance provided to driller during drilling and well development.
- Monitoring during 24-hour pump test and analysis. Data will be analyzed to calculate the hydraulic properties of the pumped aquifer, and groundwater samples will be collected and analyzed for Unit 37 parameters including general minerals, metals, VOC's SOC's (herbicides and pesticides), radionuclides, PFAS compounds, and corrosivity index parameters. Equipment for pumping to be provided and operated by driller; water level monitoring equipment to be provided by Engineer.
- Provide a report of the investigations for EGLE review and approval of the well.

The draft report will be submitted to the City for review prior to submittal to EGLE. Upon EGLE approval, the test-production well will be approved as a Type I well, and the Act 399 permitting of the well, wellhouse, appurtenances, etc. can be pursued.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The fee schedule is based on the following assumptions:

SERVICES NOT INCLUDED

The following are services that are not included with this proposal:

- Design of the new wellhouse and the abandonment of existing Palmer 3 well and wellhouse.
- Boundary or topographical surveying.
- Site civil such as tree clearing or temporary road design.
- Fees associated with the agency permit application and review process.
- Attendance at pre-bid meeting and Bid Opening
- Drilling services. Estimated drilling costs including pumping for the aquifer test \$90,000 to \$100,000.

DELIVERABLES

OHM will provide:

- A complete set of bidding documents (project manual and drawing) for the Palmer 3 test-production well.
- Palmer 3 Aquifer Test and Test Production Well Analysis.
- Documents will be provided in both electronic and paper versions.



FEE SCHEDULE

OHM proposes to provide the above outlined professional services in accordance with the following fee schedule. Services will be performed on a time and material basis not to exceed. The following budgets are presented for consideration:

➤ Task 1 – Initial Evaluation	\$ 15,500
➤ Task 2 – Test-Production Well Engineering Design & Bidding Documents	\$ 18,500
➤ Task 3 – Test Production Well Drilling Field Engineering and Analysis	\$ 22,500
➤ Total Investigation and Design Services	\$ 56,500

SCHEDULE

OHM intends to commence work immediately upon approval of this proposal.

Project Schedule	
Task 1 – Initial Evaluation	1/2021 – 6/2021
Task 2 – Test-Production Well – Engineering Design and Bidding Documents	7/2021 – 8/2021
Palmer 3 - Bid Process	8/2021
Palmer 3 Test Production Well – Installation	Fall 2021
Task 3 –Test Production Well: Drilling Field Support, Aquifer Testing, and Analysis	Fall 2021
Part 399 Well Permit Application Submittal to EGLE	Spring 2022
Part 399 Well Permit Potential Approval by EGLE	Summer 2022
Future Work (not included in this proposal)	
Well House Design	Spring/Summer 2022
Well House Bid Process	Summer 2022
Well House Install and System Commissioning	Fall 2022

ADDITIONAL SERVICES

Should the client require services beyond the scope of work outlined above, additional fees may apply and will be addressed on an as-needed basis. Major portions of work associated with additional services may require a separate future agreement.

BASIS OF PAYMENT

OHM will invoice the City monthly on an hourly not to exceed basis using our standard hourly rates and reimbursable expenses. We have attached Exhibit 1 with our 2021 rates and these rates are updated annually in December.

Mr. Ryan Suchanek
Director of Public Services, City of Owosso
Palmer #3 Well Replacement
June 18, 2021
Page 5 of 5




CONTRACT TERMS AND CONDITIONS

Exhibit 2 (attached), "Standard Terms and Conditions", dated March 2021 is incorporated into this proposal by reference. Consider the term Owner to mean Client as referred to in this letter.


ACCEPTANCE

If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed under previously agreed upon terms and conditions. Thank you for giving us the opportunity to be of service. We look forward to continue working with you on this project. This proposal is valid for 60 days from the date of this letter.

Sincerely,
OHM Advisors



Jennifer Drinan, P.E.



Matt Kennedy, P.E.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

City of Owosso
CLIENT

_____	(Signature)	_____
_____	(Name)	_____
_____	(Title)	_____
_____	(Date)	_____

Exhibit 1



OHM ADVISORS 2021 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$183.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$140.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$138.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$123.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$132.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$112.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$100.00
Technician IV	\$140.00
Technician III	\$120.00
Technician II	\$103.00
Technician I	\$83.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$162.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$117.00
Surveyor II	\$110.00
Surveyor I	\$90.00
Surveyor Aide	\$70.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$100.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$60.00
Principal	\$210.00
Sr. Associate	\$195.00
Associate	\$185.00

Rates as reflected subject to review and adjustment on an annual basis.
2021 Public Rates

TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



MEMORANDUM

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

DATE: August 2, 2021

TO: City Council

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

SUBJECT: Bulk Polymer AF-4500

RECOMMENDATION:

Authorization to enter into a purchase agreement with Polydyne Inc. of Riceboro, Georgia for bulk polymer necessary for conditioning wastewater sludge.

BACKGROUND:

Our sludge dewatering centrifuge went online in late 1999. Prior to startup there was an extensive testing process to determine which polymer would work best with our sludge with many vendors and polymers considered and tested. The Polydyne (Axchem at that time) AF-4500 was the one determined to give us the best dewatered sludge quality, with the added bonus of being one of the lowest cost options at that time. Over the years the AF-4500 has continued to work well and consistently give us dewatered sludge in the 25%-30% solids range, which in turn keeps our landfill costs lower. Additionally, the polymer cost (\$0.142/lb. delivered) has only increased \$0.032 per pound since 1999.

Considering any other vendor's lower priced product would have to include a series of tests to determine what sludge quality it would provide, up to and including processing whole loads of our sludge. This would be an extremely time-consuming process, necessitating setup of a separate feed system, running loads under different sludge conditions, etc.; and all with the likely result that the AF-4500 would still be our best option in terms of overall sludge processing/disposal costs.

Polydyne Inc. is a sole source provider for a polymer called AF-4500. Request waiver of purchasing policy formal bid requirements in order to initiate immediate procurement upon approval and authorization. The purpose of this polymer is to condition wastewater sludge for dewatering by centrifuge at the Wastewater Treatment Plant.

FISCAL IMPACTS:

Estimated \$27,000.00 annual expense. Funded from the Operations & Maintenance Budget account 599-548-743.200.

Document originated by:

Ryan E. Suchanek, Director of Public Services & Utilities

Attachments: (1) Polymer Price Quotation
(2) Resolution

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR AF-4500 WITH POLYDYNE INC.

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires AF-4500 in bulk deliveries for use in conditioning wastewater sludge for dewatering by centrifuge at the Wastewater Treatment Plant; and

WHEREAS, the City of Owosso has determined that Polydyne Inc. of Riceboro, Georgia is the only firm qualified to provide such product to condition wastewater sludge for dewatering by centrifuge at Wastewater Treatment Plant; and

WHEREAS, waiver of the purchasing policy formal Bid requirements is requested, in order 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 AF 4500 from Polydyne Inc. at the price of \$0.142 per pound with an estimated annual usage of 190,000 pounds.
- SECOND: The accounts payable department is authorized to submit payment to Polydyne Inc. of Riceboro, Georgia in an amount not to exceed \$27,000.00 for FY2021-2022.
- THIRD: The above expenses shall be paid from the WWTP fund following delivery, and chargeable to account 599-548-743.200.



Emailed to: timothy.guysky@ci.owosso.mi.us

July 9, 2021

Mr. Timothy Guysky
City of Owosso
1410 Chippewa Trail
Owosso, MI 48867

SUBJECT: Polymer Price Quotation

Dear Mr. Guysky:

Polydyne Inc. would like to thank you for allowing us to continue our supply position with the City of Owosso. However, we are no longer able to maintain the price we have held in place since 2018. Effective July 1, 2021, Polydyne Inc. is pleased to offer you the following price quotation:

PRODUCT	PACKAGE	UNIT PRICE
AF-4500	LTL. BULK	\$0.142/LB. DELIVERED *

*Freight/Tariff surcharge may apply.

Quotation Period: Prices are effective for the period of 07/01/2021 through 06/30/2022.

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any question or need any additional information, please feel free to contact Steve Wise, Technical Sales Representative at (330) 671-4686. Orders may be placed online at: www.polydyneinc.com/polydyne-online-order-form/ or through our Customer Service Department. Your Customer Service Representative is Heather Terry. You can reach Heather by calling (800) 848-7659, Ext. 8722.

Sincerely,

Boyd Stanley
Sr. Vice-President



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: July 22, 2021

TO: Owosso City Council

FROM: Kevin Lenkart
Public Safety Chief

RE: Watchguard/Motorola Body Worn

Background Information:

Approved in the 2021-2022 Budget, was the purchase of Body Worn Camera (BWC) system for the Owosso Police Department in the amount of \$48,693.00 from Watchguard/Motorola Inc.

BWC's have become the industry standard for police agencies across the country and the state of Michigan. The addition of BWC's will help maintain our transparency and public trust in the community.

Watchguard/Motorola is a member of the State of Michigan purchasing program (MiDeal). The bid meets the definition of the aforementioned section 2-345 (3) a joint purchase with one (1) or more governmental units.

Recommended Action:

Approval to enter into an agreement to purchase Watchguard/Motorola BWCs for the Owosso Police Department from Watchguard/Motorola Inc., Inc. for a total of \$48,693.00.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF BODY WORN CAMERAS BETWEEN THE CITY OF OWOSSO AND
WATCHGUARD VIDEO, INC./MOTOROLA SOLUTIONS, INC. FOR THE POLICE
DEPARTMENT**

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

WHEREAS, Body Worn Cameras used by officers are essential pieces of equipment; and

WHEREAS, Watchguard Video, Inc./Motorola Solutions, Inc., is a member of the State of Michigan (MiDeal) extended purchasing program.

WHEREAS, staff is recommending awarding a contract with Watchguard Video, Inc./Motorola Solutions, Inc., for the purchase of a Body Worn Camera System with 17 cameras for a total expenditure not to exceed \$ 48,693.00.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase a Body Worn Camera System with 17 cameras from Watchguard Video, Inc./Motorola Solution, Inc. in an amount not to exceed \$48,693.00 utilizing State of Michigan Contract No. 180000001059.
- SECOND: The accounts payable department is authorized to pay the vendor upon satisfactory installation, configuration, and training on the equipment.
- THIRD: The money for this purchase was approved in the 2021-2022 budget.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909



CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **180000001059**

CONTRACTOR	WatchGuard Video, Inc.
	415 E. Exchange Parkway
	Allen, TX 75002
	Giles Tipsword
	(480) 512-9337
	giles.tipsword@motorolasolutions.com
	CV0001770

STATE	Program Manager	Sgt. Roger Hunt	MSP
		989-818-2225	
		huntr4@Michigan.gov	
	Contract Administrator	Steven Motz	DTMB
		(517) 331-6086	
		motzs1@michigan.gov	

CONTRACT SUMMARY				
PUBLIC SAFETY VIDEO SYSTEMS – MICHIGAN STATE POLICE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
August 15, 2018	January 31, 2019	3 - 1 Year		January 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45 DAYS		Refer to Schedule 1, Section 3. Delivery		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
There is no minimum order requirement.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$11,000,000.00	\$0.00	\$11,000,000.00		
DESCRIPTION				
Effective May XX, 2021, V300 item numbers for body cameras, options, and related services are added to this Contract, per attached revised Schedule 5 Pricing:				
VIS-300-BWC-001 - V300 Body Camera				
VIS-300-BWC-002 - V300 Body Camera				
BW-ACK-V3-TS - V300 Transfer Station II with Power Supply and Cables.				
WGP02614 - V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh				
IV-ACK-BD-V3--- - V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch.				
WGA00640-KIT1 - V300 Base Assembly, USB Desktop Dock				
WGA00640-KIT2 - V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets				
VIS-300-VEH-002 - V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets				
WGW00300-003 - Warranty, V300 3 Year, No-Fault				
WGW00300-002 - Extended Warranty, V300, Two Years (1 year standard + 1 year extended) – Optional				

WGW00300-004 - Warranty, V300, 4th Year, (requires No Fault Warranty)
WGW00300-005 - Warranty, V300, 5th Year, (requires No Fault Warranty)
EVC-Dock-Install - Installation of (1) HiFi Mic Dock or (1) V300 In-Vehicle Dock
VIS-300-MNT-KIT - V300 Camera Mount: Magnetic Center Mount with quick release levers
VIS-300-MOL-KIT - V300 Camera Mount: MOLLE mount
VIS-300-ROT-SHRT - V300 Camera Mount; Shirt Clip rotatable

In addition, The Regional Sales Manager appointed by the Contractor specified in Section 11.1 Key Personnel has been changed to Giles Tipsword and the State of Michigan Contract Administrator has been changed to Steve Motz.

Section 25.5 Notices of the Contract Terms, has been updated to reflect these changes:

Giles Tipsword
MSSSI Vice President of Sales - North America
WatchGuard
415 E Exchange Pkwy
Allen, TX 75002-2616
Cell Phone: (480) 512-9337
Email: giles.tipsword@motorolasolutions.com

Steve Motz
DTMB, Central Procurement Services
Constitution Hall, 1st Floor, NE
525 West Allegan St.
Lansing, MI 48933
Cell Phone: (517) 331-6086
Email: Motzs1@michigan.gov

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.

 MOTOROLA SOLUTIONS		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Owosso Police Department - Attention: Kevin Lenkart			Date:	07-20-21
Project Name:	17 V300EL5			Quote ID:	DSW-0047-04

Qty	Item #	Description
(17)	BW-V30-10-- \$947.00 Each	V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount <ul style="list-style-type: none"> V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount
Subtotal Price (Excluding sales tax)		\$16,099.00

Qty	Item #	Description
(3)	BW-ACK-V3-TS \$1,495.00 Each	V300 Transfer Station II with Power Supply and Cables. <ul style="list-style-type: none"> V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.
Subtotal Price (Excluding sales tax)		\$4,485.00

Qty	Item #	Description
(6)	WGP02614 \$99.00 Each	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh
Subtotal Price (Excluding sales tax)		\$594.00

Qty	Item #	Description
(17)	WGW00300-003 \$450.00 Each	Warranty, V300 3 Year, No-Fault
Subtotal Price (Excluding sales tax)		\$7,650.00

Qty	Item #	Description
(17)	WGW00300-004 \$180.00 Each	Warranty, V300, 4th Year, (requires No Fault Warranty)
Subtotal Price (Excluding sales tax)		\$3,060.00

Qty	Item #	Description
(17)	WGW00300-005 \$235.00 Each	Warranty, V300, 5th Year, (requires No Fault Warranty)
Subtotal Price (Excluding sales tax)		\$3,995.00

Qty	Item #	Description
(1)	IV-SE-TW-10--16 \$5,995.00 Each	Tower Server 1-10 Concurrent Devices 16TB Usable Storage <ul style="list-style-type: none"> • Server, EL5, Tower, 1-10 Concurrent Cars • 16TB, RAID 6 • Linux • SQL Server 1 CAL • Keyboard, Monitor, Mouse
Subtotal Price (Excluding sales tax)		\$5,995.00

Qty	Item #	Description
(1)	WGP02400-500 \$1,000.00 Each	Evidence Library, Web Server Site License Key
Subtotal Price (Excluding sales tax)		\$1,000.00

Qty	Item #	Description
(17)	WGP02400-510 \$195.00 Each	Evidence Library, 4RE Annual Device License & Support Fee
Subtotal Price (Excluding sales tax)		\$3,315.00

Qty	Item #	Description
(1)	WGW00122-400 \$2,500.00 Each	Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation
Subtotal Price (Excluding sales tax)		\$2,500.00

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. NOTE TO SELLER: For existing customers, please validate whether additional terms are required for the sale of any new product, software, service or subscription with your assigned territory legal resource.

Quoted by: David Stum - Inside Territory Sales - 800-605-6734 - david.stum@motorolasolutions.com

Total Price	\$48,693.00 (Excluding sales tax)
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WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Dimensions

2.6 x 1.1 x 3.6 in (65 x 29 x 91 mm)
W x D x H

Weight

6.8 oz (193 g)

Storage

128 GB

IP Rating

IP 67

Resolution

1080p, 720p and 480p

Microphones

Dual

Vertical Field of View

Electronic Turret +15° /- 20°

Field of View

130°

Encryption

At rest and in transit

For more information, visit www.motorolasolutions.com/v300



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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MEMORANDUM

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

DATE: July 26, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Joshua D. Adams, Executive Director - OMS/DDA

SUBJECT: Authorizing the selection of a certified grant administrator for the Howard Street Development (CDBG RR) Project as required by the MEDC.

RECOMMENDATION:

Staff recommends the selection of Carter Consulting, LLC as the certified grant administrator for the Howard Street Development (CDBG RR) Project.

BACKGROUND:

The Michigan Strategic Fund receives funding for various programs from the United States Department of Housing and Urban Development (HUD) for projects such as this one. The city of Owosso is the unit of local government, and therefore has to “administer” the grant; however, the MEDC requires these types of programs use a certified grant administrator. The MEDC will pay for these services, with a total cost of \$20,300.

In collaboration with the MEDC, the city submitted a request for proposal (RFP) for certified grant administrator (CGA) services. At the time of the public bid opening no proposals were received. However, one proposal from Carter Consulting was mailed 3 days prior to the public opening and was delayed within the post office. Additionally, contact was made with two other CGAs throughout the state to verify why no other proposals were sent in. Input received indicated that many CGAs have a high workload and are no longer bidding on projects. Although, the proposal received by Crater Consulting, LLC was received after the bid deadline, their proposal is found to be reasonable and the company meets the CGA requirements.

Staff recommends awarding the bid to Carter Consulting, LLC even though it was the only proposal received for the following reasons: First, staff believes the proposal is found to be reasonable and the company meets the CGA requirements with a score of 120 points; and second, after receiving input from other CGAs, bidding on new projects has slowed and rebidding would not guarantee any new bids.

FISCAL IMPACTS:

The city will be a flow through for funds expended on this project.

RESOLUTION NO.
AUTHORIZING THE SELECTION OF
A CERTIFIED GRANT ADMINISTRATOR
FOR THE HOWARD STREET DEVELOPMENT PROJECT USING
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the city of Owosso sought proposals from consultants for management and administrative services required by the City for administration/implementation of a proposed Community Development Block Grant (CDBG) if funded by the state; and

WHEREAS, the project for which funds will be requested consists of the rehabilitation of 7 apartments totaling 4,200 square feet of new residential space on the second floor of 152 E. Howard Street; and

WHEREAS, the city of Owosso posted a Request for Proposal (RFP) to the MEDC for posting on their website for a certified grant administrator for the Howard Street Development (CDBG RR) Project; and

WHEREAS, at the time of the public bid opening no proposals were received. However, one proposal from Carter Consulting, LLC was mailed 3 days prior to the public opening and was delayed within the post office; and

WHEREAS, contact was made with two other CGAs throughout the state to verify why no other proposals were sent in. Input received indicated that many CGAs have a high workload and are no longer bidding on projects.

WHEREAS, staff recommends awarding the bid to Carter Consulting, LLC even though it was the only proposal received for the following reasons: the proposal is found to be reasonable and the company meets the CGA requirements with a score of 120 points using the scoring criteria from the RFP; and, after receiving input from other CGAs, bidding on new projects has slowed and rebidding would not guarantee any new bids; and

WHEREAS, the entire cost for the certified grant administrator will be paid for by the MEDC as part of the grant.

NOW, THEREFORE, BE IT RESOLVED that the Owosso City Council, county of Shiawassee, state of Michigan:

- FIRST: that the city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Carter Consulting, LLC to provide administrative consulting services for the Howard Street Development (CDBG RR) Project in the amount of \$20,300.00; and
- SECOND: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as: Contract for Administrative Consulting Services with Carter Consulting, LLC.
- THIRD: The above expenses shall be paid by the MEDC. The city will be a flow through for funds expended on this project

----- Forwarded message -----

From: **Lenore Costa (MEDC)** <costal@michigan.org>
Date: Mon, Jul 26, 2021 at 6:35 PM
Subject: RE: Howard Street Development - CGA Bid
To: Owosso Main Street <downtownowosso@gmail.com>

Josh,

Thank you for providing the bid and score sheet of the only respondent of the City's CDBG CGA RFP.

Although the bid was received after the public bid opening, per our conversation, the City followed its procurement policy allowing consideration the bid as it was postmarked prior to the bid opening.

Additionally, the City followed CDBG procurement requirements (2 CFR Part 200.320 (b)(2) and (c)) having the RFP posted on the CDBG CGA portal for professional services and also soliciting other eligible CGA sources.

For the reasons identified above and stated in your email below, the City is authorized to accept the one bid received and does not need to rebid.

Following are important pieces of the CGA approval process found in the Grant Administration Manual (GAM):

- The procurement process for selecting a CGA is found in the Grant Administration Manual (GAM) ([Form 14-A](#)).
- The CGA contract template ([Form 4-A](#)) and CGA Administrator Management Plan ([Form 14-B](#)).
 - The CGA Administrator Management Plan identifies who is responsible for overseeing various parts of the project and must be included in the CGA contract.
- Prior to signing the CGA contract, the City must submit the Environmental Review Exempt Forms ([5-A and 5-B](#)) and request in writing to incur administrative costs (template [Form 5-E](#)).

Please reach out if there are questions.

Thanks,
~Lenore

Lenore C. Costa
CDBG Program Specialist

Michigan Economic Development Corporation
Financial & Admin. Operations / Federal Programs
300 N. Washington Square | Lansing, MI 48913
Office: 517.241.6734 | Fax: 517.373.6683
costal@michigan.org

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From: Owosso Main Street <downtownowosso@gmail.com>
Sent: Monday, July 26, 2021 1:05 PM
To: Lenore Costa (MEDC) <costal@michigan.org>
Subject: Howard Street Development - CGA Bid

Lenore,

In collaboration with your office, the city submitted a request for proposal (RFP) for certified grant administrator (CGA) services. At the time of the public bid opening (July 15th) no proposals were received. However, one proposal from Carter Consulting was mailed 3 days prior to the public opening and was delayed within the post office. Additionally, contact was made with two other CGAs throughout the state to verify why no other proposals were sent in. Input received indicated that many CGAs have a high workload and are no longer bidding on projects. Although the proposal received by Crater Consulting, LLC. was received after the bid deadline, their proposal is found to be reasonable and the company meets the CGA requirements.

Staff recommends awarding the bid to Carter Consulting, LLC. even though it was the only proposal received for the following reasons: First, staff believes the proposal is found to be reasonable and the company meets the CGA requirements with a score of 120 points; and second, after receiving input from other CGAs, bidding on new projects has slowed and rebidding would not guarantee any new bids.

Attached please find Crater Consultings proposal and our score sheet.

We are seeking the MEDC's approval to accept this bid.

Thank you and have a great day.

--

Josh Adams
Executive Director

Owosso Main Street/DDA
301 W. Main Street
Owosso, MI 48867
P: 989.494.3344
C: 989.277.1553

CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of Owosso, State of Michigan (hereinafter called the "GRANTEE"), acting herein by Christopher T. Eveleth, Mayor, hereunto duly authorized, and Crater Consulting, LLC. of 3045 Hull Rd, Leslie, MI 49251 (hereinafter called the "CONSULTANT"), hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Michigan, MEDC, CDBG Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on August 12, 2021, and shall end on August 31, 2022. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the MEDC.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

4) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the MEDC for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed Twenty Thousand, Three Hundred Dollars (\$20,300). CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

- a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.
- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

5) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the Grantee. The CONSULTANT may retain reproducible copies of drawings and other documents.

6) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

7) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

8) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

9) Address of Notices and Communications

Clerk, City of Owosso
City Hall
301 W. Main Street
Owosso, MI 48867

Crater Consulting, LLC.
3045 Hull Rd
Leslie, MI 49251

10) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

11) Authorization

This Agreement is authorized by the City of Owosso, Resolution _____ adopted August 3, 2021, copies of which are attached hereto and made a part hereof.

ATTEST:

City of Owosso

Amy K. Kirkland, City Clerk

By: _____
Christopher T. Eveleth, Mayor

Date: _____

Crater Consulting, LLC.

By: _____
Kimberly Crater, Owner

Date: _____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the MEDC. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the MEDC.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the Grantee may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any authorized representative, and will be retained for five years after the MEDC has officially closed-out the CDBG Program unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice

shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

N. INTEREST OF MEMBERS OF THE GRANTEE

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The MEDC grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents,

papers, and records of the CONSULTANT which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years from the official date of close out of the grant by the MEDC.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Michigan State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.
- Compensation Insurance: Before any work is commenced, the CONSULTANT shall maintain during the life of the contract, Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- Commercial General Liability Insurance: The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of Two Million Dollars (\$2,000,000).
- Insurance Covering Special Hazards: Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- Licensed and Non-Licensed Motor Vehicles: The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

- Subcontractor's Insurance: The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this contract shall be in the 66th district court, county of Shiawassee, State of Michigan.

T. CODE OF ETHICS

The CONSULTANT acknowledges that the State of Michigan State Ethics Act applies to the Contracting Party in the performance of services called for in this contract. The CONSULTANT agrees to immediately notify the state if potential violations of the State of Michigan State Ethics Act arise at any time during the term of this contract.

U. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

V. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

W. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

I. **General Tasks**

- Establish project files in the GRANTEE's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- Prepare the Section 504 self-evaluation and transition plan, if applicable.
- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.

- Prepare progress reports for the GRANTEE, including obtaining financial and employment data from the developer. The estimated units for this task are **4** semi-annual progress reports;
- Prepare and submit for approval Community Development Block Grant Amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary, including but not limited to, coordinating and meeting with key players, preparing amendment requests for GRANTEE, and preparing environmental review amendments for GRANTEE.

Total estimated hours for General Tasks: 60 Hours

II. Financial Management

- Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG Program. The estimated units to complete this task are **24**;
- Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- Make progress inspections and certify private investment.
- Provide assistance during annual audit of CDBG programs, as necessary.

Total estimated hours for Financial Management: 40 Hours

III. Environmental Review - per project

- Assist GRANTEE with determining the required level of environmental review and prepare the required paperwork.
- Assist GRANTEE in providing documentation to ensure that project costs are not incurred until after the completion of the environmental review and authorization from the GRANTOR.

Total estimated hours for Environmental Review: 10 Hours

IV. Land Acquisition, Relocation, and One for One Replacement (N/A)

- Assist GRANTEE in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.).
- Assist GRANTEE in complying with regulations governing relocation of persons, including individuals, businesses and farms.
- Assist GRANTEE in complying with regulations governing the demolition/conversion of lower income dwelling units and the replacement of such dwelling units.

Total estimated hours for Land Acquisition, Relocation, and One for One Replacement: 0 Hours

V. Procurement

- Establish and maintain Procurement Policies and files.
- Assist the GRANTEE in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects
- Review and analyze proposals for qualifications, cost, and other factors.
- Provide required procurement reports to and obtain approvals from MEDC as appropriate.
- Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- Maintain Section 3 file for each contract in excess of \$100,000.
- Provide annual Project DBE and other related procurement reports.

Total estimated hours for Procurement: 30 Hours

VI. Construction and Labor Compliance

- a. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- b. Secure the Department of Labor's federal wage decision and include it in the bid documents. **(N/A for RR projects)**
- c. Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 504, etc.
- d. Obtain contractor clearance(s).
- e. Check weekly payrolls and complete Payroll Review Worksheet to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls. **(N/A for RR projects)**
- f. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- g. Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- h. Assist the project architect/engineer in obtaining any necessary permits.
- i. Monitor Section 3, DBE and other contractor and subcontractor reports.

Total estimated hours for Construction and Labor Compliance: 50 Hours

VII. Rental Rehabilitation Specific Tasks

- A. Assist with managing rehabilitation portion of project as required through MEDC to assure compliance with all regulations.
- B. Attend meetings with City personnel, City Council and owner for informational purposes and public hearings.
- C. Prepare State Historic Preservation Office (SHPO) site specific review.
- D. Prepare bid specifications to work with plans as provided by design professional.
- E. Serve as primary contact for property owner and contractor.
- F. Prepare all closing and construction documentation for contractor, owner, and the GRANTEE.
- G. Attend all inspections of completed work with owner and GRANTEE and prepare financial requests.
- H. Oversee budget management, fund draws, leveraged fund summary SHPO response, Proforma changes and final outcome report.
- I. Work with property owners to assure rental compliance and eligibility.
- J. Review leases for Fair Housing and MEDC compliance.
- K. Inspect property after 3 years to assure maintenance.
- L. Assist GRANTEE in preparation of Release of Lien document after 5 years.

Total estimated hours for Rental Rehabilitation Specific Tasks: 40 Hours

VIII. Monitoring and Close Out

- a. Attend and assist the GRANTEE during the MEDC's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- b. Prepare close-out documents.
- c. Conduct and document Performance Public Hearings on an annual and/or project basis as required.

Total estimated hours for Monitoring and Close Out: 40 Hours

IX. National Objective Compliance, Surveys, and Income verification

- A. For housing projects: Obtain documentation that at least 51% of the rental units are affordable and at least 51% of the rental units are leased to low income households.

Total estimated hours for National Objective Compliance: 20 Hours

TOTAL HOURS FOR ALL TASKS: 290 Hours



MEMORANDUM

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

DATE: July 27, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Amy Fuller, Assistant to the City Manager

SUBJECT: Resolution authorizing a contract with McKearney Asphalt & Sealing for work at Bentley Park

RECOMMENDATION:

Authorization to contract with McKearney Asphalt & Sealing for work on the tennis courts at Bentley Park.

BACKGROUND:

The Parks and Recreation Commission has identified the need to clean, repair, and paint the tennis courts at Bentley Park. The two existing tennis courts at Bentley Park are in poor condition.

In response to public comments requesting a space to play pickleball, the Parks and Recreation Commission identified the extra space within the tennis courts as an ideal location to place two pickleball courts. This space was selected due to the existing surface, lighting and fencing.

The completed project will result in two resurfaced tennis courts and two pickleball courts. The project is scheduled to be completed before October 31, 2021.

Proposals were solicited and the city received only one bid, which was from McKearney Asphalt & Sealing for \$56,950.00.

FISCAL IMPACTS:

Total cost of the project will be \$56,950. Funds will be from the Parks and Recreation Millage Fund Account.

Attachments: (1) Resolution
(2) Contract
(3) Bid Tab

RESOLUTION NO.

RESOLUTION AUTHORIZING A CONTRACT WITH MCKEARNEY ASPHALT & SEALING, INC. FOR WORK ON THE TENNIS COURTS AT BENTLEY PARK

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Parks and Recreation Commission, requested city staff to solicit bids for repairing the two existing tennis courts and adding two pickleball courts at Bentley Park; and

WHEREAS, staff recommends authorizing a contract with the sole bidder, McKearney Asphalt & Sealing, Inc.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize a contract with McKearney Asphalt & Sealing, Inc. for work on the tennis courts at Bentley Park.
- SECOND: The accounts payable department is authorized to submit payment to McKearney Asphalt & Sealing, Inc. in an amount not to exceed \$56,950.00.
- THIRD: The above expenses shall be paid for from the FY 2021-2022 Parks Millage Fund Account 208-756-974.000.

EXHIBIT A

Contract for Services Between

The City of Owosso

and

Mckearney Asphalt & Sealing, Inc.

Bentley Park Tennis Courts Resurfacing & Conversion

August 2021

CONTRACT

THIS AGREEMENT is made on August ____, 2021 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and MCKEARNEY ASPHALT & SEALING, INC. ("contractor"), a Michigan company, whose address is 16501 South US 27, Lansing, Michigan 48906.

Based upon the mutual promises below, the contractor and the city agree as follows:

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "Bentley Park Tennis Courts Resurfacing & Conversion", in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid documents
- Bid proposal
- Contract and exhibits
- General conditions

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed fifty-six thousand nine hundred fifty dollars (\$56,950.00). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

ARTICLE III – Assignment

This contract may not be assigned or subcontracted without the written consent of the city.

ARTICLE IV - Choice of law

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE V - Relationship of the parties

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VI – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

ARTICLE VII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

ARTICLE VIII - Entire agreement

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR

By _____

Its: _____

Date: _____

THE CITY OF OWOSSO

By _____

Its: Christopher T. Eveleth, Mayor

Date:

By _____

Its: Amy K. Kirkland, City Clerk

Date:

DATE 7/20/2021

DEPT. **Parks**

SUBJECT:	Bentley Park Tennis
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Courts Bid

McKearney Asphalt

16501 S US 27

Lansing, MI 48906

517-484-3188

ITEM

DESCRIPTION

**Total
Lump Sum**

**Total
Lump Sum**

**Total
Lump Sum**

**Total
Lump Sum**

1

Repair of Two (2) Tennis Courts and Two (2) Pickleball Courts

\$ 21,950.00

Option 1: Furnish & install 1,500 in/ft of Armor Crack Repair System

\$ 35,000.00

Note: Not budgeted: need budget Adjustment

TOTAL	\$	56,950.00
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DEPT
HEAD

PURCH.
AGENT:

STAFF
REC.:

GENERAL LIABILITY INSURANCE
EXPIRATION DATE:

5/1/2023

AWARDED:

WORKERS COMPENSATION INSURANCE	
EXPIRATION DATE:	

5/1/2022

COUNCIL
APPROVED:

SOLE PROPRIETORSHIP
EXPIRATION DATE:

PO NUMBER:



MEMORANDUM

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

DATE: August 2, 2021

TO: Owosso City Council

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

SUBJECT: 2021 Street Program – Contract 1

RECOMMENDATION:

Approval of the low responsive bid from C & D Hughes, Inc. (Charlotte, MI) for the resurfacing of various streets in the amount of \$709,604.31, and authorization for the Mayor and City Clerk to sign the necessary contract documents.

BACKGROUND:

On July 6, 2021, the City received bids for the 2021 Street Program – Contract 1. Work includes pavement crushing, base stabilization, and asphalt paving, altogether with related work items; along portions of Garfield Avenue, Glenwood Avenue, Lincoln Avenue, McMillan Avenue, Park Street, and Pearce Street. C & D Hughes, Inc. is the confirmed low and most responsive bid and agrees to perform the work for a total cost amount of \$709,604.31. A resolution for awarding the 2021 Street Program – Contract 1 to C & D Hughes, Inc. and tabulation of bids received is included for your consideration.

FISCAL IMPACTS:

The project is funded by the City's 2016 Unlimited Obligation Bond Proceeds Account Nos. 203-451-818.000-GARFIELD21 (\$57,738.41); 203-451-818.000-GLENWOOD21 (\$143,321.74); 203-451-818.000-LINCOLNAVE (\$139,295.72); 203-451-818.000-MCMILLIANA (\$136,329.50); 203-451-818.000-PARKST2021 (\$115,484.32); and 203-451-818.000-PEARCEST21 (\$117,434.62), Plus contingency fund for field adjustments by city staff is also requested in the amount of \$25,000.00.

ATTACHMENTS: Resolution, 2021 Street Program – Contract 1
Bid Tabulation 2021 Street Program – Contract 1

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH
C & D HUGHES, INC. FOR
THE 2021 STREET PROGRAM – CONTRACT 1**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to perform pavement improvements along portions of Garfield Avenue, Glenwood Avenue, Lincoln Avenue, McMillan Avenue, Park Street, and Pearce Street as set forth in the contract documents; and

WHEREAS, the city has sufficient funds to perform said improvements from its 2016 Unlimited Obligation Bond Proceeds funds to facilitate undertaking of the project; and

WHEREAS, the city of Owosso sought bids for the 2021 Street Program – Contract 1, and a bid was received from C & D Hughes, Inc. and it is hereby determined that C & D Hughes, Inc. is qualified to provide such services 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 heretofore determined that it is advisable, necessary and in the public interest to employ C & D Hughes, Inc. for the 2021 Street Program – Contract 1.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached as Exhibit A, Contract for Services between the City of Owosso, Michigan and C & D Hughes, Inc. in the amount of \$709,604.31.
- THIRD: The accounts payable department is authorized to pay C & D Hughes, Inc. for work satisfactorily completed on the project up to the bid contract amount of \$709,604.31, plus a contingency amount not to exceed \$25,000.00 for field adjustments authorized by city staff, for a total of \$734,604.31.
- FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds Account Nos. 203-451-818.000-GARFIELD21 (\$57,738.41); 203-451-818.000-GLENWOOD21 (\$143,321.74); 203-451-818.000-LINCOLNAVE (\$139,295.72); 203-451-818.000-MCMILLIANA (\$136,329.50); 203-451-818.000-PARKST2021 (\$115,484.32); and 203-451-818.000-PEARCEST21 (\$117,434.62).

EXHIBIT A

Contract for Services Between

The City of Owosso

and

C & D Hughes, Inc.

2021 Street Program - Contract No. 1

August 2021

CONTRACT

THIS AGREEMENT is made on August ____, 2021 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and C & D HUGHES, INC. ("contractor"), a Michigan company, whose address is 3097 Lansing Road, Charlotte, Michigan 48813 .

Based upon the mutual promises below, the contractor and the city agree as follows:

ARTICLE I - Scope of work

The contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "2021 Street Program - Contract No. 1", in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

- Bid documents
- Bid proposal
- Contract and exhibits
- Bonds
- General conditions
- Standard specifications
- Detailed specifications

ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, the unit prices as given in the bid forms not to exceed seven hundred nine thousand six hundred four dollars and thirty-one cents (\$709,604.31). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

ARTICLE III – Assignment

This contract may not be assigned or subcontracted without the written consent of the city.

ARTICLE IV - Choice of law

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE V - Relationship of the parties

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city

including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VI – Notice

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

ARTICLE VII - Indemnification

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

ARTICLE VIII - Entire agreement

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR

By_____

Its:_____

Date:_____

THE CITY OF OWOSSO

By_____

Its: Christopher T. Eveleth, Mayor

Date:

By_____

Its: Amy K. Kirkland, City Clerk

Date:

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/6/2021

DEPT. Engineering

Page 1 of 6

SUBJECT: 2021 Street Program - Contract 1

Road & Storm Sewer: Items 1-58

Engineer's Estimate

C & D Hughes, Inc.
3097 Lansing Road
Charlotte, MI 48813Crawford Contracting
2502 S. Meridian Rd
Mt. Pleasant, MI 48858

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$55,700 (Road, Storm, and Sanitary)	1	LSUM	\$ 55,700.00	\$ 55,700.00	\$ 55,700.00	\$ 55,700.00	\$ 55,700.00	\$ 55,700.00
2	Culv, Rem, Less than 24 inch	4	Ea	\$ 350.00	\$ 1,400.00	\$ 500.00	\$ 2,000.00	\$ 400.00	\$ 1,600.00
3	Curb and Gutter, Rem	26	Ft	\$ 10.00	\$ 260.00	\$ 50.00	\$ 1,300.00	\$ 10.00	\$ 260.00
4	Pavt, Rem	1,426	Syd	\$ 9.00	\$ 12,834.00	\$ 12.00	\$ 17,112.00	\$ 12.00	\$ 17,112.00
5	Sidewalk, Rem	46	Syd	\$ 10.00	\$ 460.00	\$ 20.00	\$ 920.00	\$ 8.00	\$ 368.00
6	Embankment, CIP	132	Cyd	\$ 8.00	\$ 1,056.00	\$ 15.00	\$ 1,980.00	\$ 15.00	\$ 1,980.00
7	Excavation, Earth	587	Cyd	\$ 10.00	\$ 5,870.00	\$ 15.00	\$ 8,805.00	\$ 17.00	\$ 9,979.00
8	Subgrade Undercutting, Special	300	Syd	\$ 25.00	\$ 7,500.00	\$ 30.00	\$ 9,000.00	\$ 55.00	\$ 16,500.00
9	Erosion Control, Inlet Protection, Fabric Drop	19	Ea	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00
10	Subbase, CIP	45	Cyd	\$ 10.00	\$ 450.00	\$ 25.00	\$ 1,125.00	\$ 20.00	\$ 900.00
11	Aggregate Base, LM, Modified	25	Cyd	\$ 20.00	\$ 500.00	\$ 110.00	\$ 2,750.00	\$ 56.00	\$ 1,400.00
12	Aggregate Base, 8 inch, Modified	653	Syd	\$ 15.00	\$ 9,795.00	\$ 12.00	\$ 7,836.00	\$ 16.00	\$ 10,448.00
13	Aggregate Base, 9 inch, Modified	1551	Syd	\$ 17.00	\$ 26,367.00	\$ 14.00	\$ 21,714.00	\$ 19.25	\$ 29,856.75
14	Aggregate Base, 10 inch, Modified	234	Syd	\$ 19.00	\$ 4,446.00	\$ 16.00	\$ 3,744.00	\$ 24.00	\$ 5,616.00
15	HMA Base Crushing and Shaping, Modified	10,146	Syd	\$ 2.00	\$ 20,292.00	\$ 5.00	\$ 50,730.00	\$ 2.95	\$ 29,930.70
16	Material, Surplus and Unsuitable, Rem, LM	25	Cyd	\$ 20.00	\$ 500.00	\$ 50.00	\$ 1,250.00	\$ 20.00	\$ 500.00
17	Salv Crushed Material, LM	10	Cyd	\$ 10.00	\$ 100.00	\$ 25.00	\$ 250.00	\$ 30.00	\$ 300.00
18	Asphalt Cement Stabilized Base, Modified	10,146	Syd	\$ 2.40	\$ 24,350.40	\$ 3.94	\$ 39,975.24	\$ 3.94	\$ 39,975.24
19	Asphalt Cement Binder	16,229	Gal	\$ 3.50	\$ 56,801.50	\$ 3.58	\$ 58,099.82	\$ 3.58	\$ 58,099.82
20	Trenching, Modified	60	Sta	\$ 250.00	\$ 15,000.00	\$ 400.00	\$ 24,000.00	\$ 250.00	\$ 15,000.00
21	Maintenance Gravel	100	Ton	\$ 20.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 42.00	\$ 4,200.00
22	Approach, C I I, LM	124	Cyd	\$ 30.00	\$ 3,720.00	\$ 100.00	\$ 12,400.00	\$ 37.00	\$ 4,588.00
23	Shoulder, C I I	68	Ton	\$ 30.00	\$ 2,040.00	\$ 25.00	\$ 1,700.00	\$ 37.00	\$ 2,516.00
24	Geotextile, Separator, Modified	801	Syd	\$ 2.00	\$ 1,602.00	\$ 5.00	\$ 4,005.00	\$ 4.25	\$ 3,404.25
25	Culv End Sect, Conc, 12 inch	5	Ea	\$ 500.00	\$ 2,500.00	\$ 700.00	\$ 3,500.00	\$ 625.00	\$ 3,125.00
26	Culv, C I E, Conc, 12 inch	250	Ft	\$ 50.00	\$ 12,500.00	\$ 75.00	\$ 18,750.00	\$ 94.00	\$ 23,500.00
27	Sewer, SDR-26, 10 inch, Tr Det B, Modified	147	Ft	\$ 75.00	\$ 11,025.00	\$ 75.00	\$ 11,025.00	\$ 94.00	\$ 13,818.00
28	Sewer, SDR-26, 12 inch, Tr Det B, Modified	78	Ft	\$ 80.00	\$ 6,240.00	\$ 75.00	\$ 5,850.00	\$ 102.00	\$ 7,956.00
29	Sanitary Service, Conflict	5	Ea	\$ 1,350.00	\$ 6,750.00	\$ 1,200.00	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00
30	Abandoned Gas main, Conflict	5	Ea	\$ 500.00	\$ 2,500.00	\$ 750.00	\$ 3,750.00	\$ 200.00	\$ 1,000.00
31	Dr Structure Cover, Adj, Case 1	19	Ea	\$ 500.00	\$ 9,500.00	\$ 600.00	\$ 11,400.00	\$ 500.00	\$ 9,500.00
32	Dr Structure, Adj, Add Depth	3	Ft	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 300.00	\$ 900.00
33	Dr Structure Cover, EJ 1040 w/ Vented Cover	4	Ea	\$ 700.00	\$ 2,800.00	\$ 750.00	\$ 3,000.00	\$ 300.00	\$ 1,200.00
34	Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	10	Ea	\$ 700.00	\$ 7,000.00	\$ 750.00	\$ 7,500.00	\$ 850.00	\$ 8,500.00
35	Dr Structure Cover, EJ 1040 w/ Type O2 Beehive Grate	10	Ea	\$ 700.00	\$ 7,000.00	\$ 750.00	\$ 7,500.00	\$ 800.00	\$ 8,000.00
36	Dr Structure, 36 inch dia, Modified	3	Ea	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00
37	Dr Structure, 48 inch dia, Modified	2	Ea	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00
38	Dr Structure, Tap, 10 inch	1	Ea	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
39	Dr Structure, Temp Lowering	12	Ea	\$ 225.00	\$ 2,700.00	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00
40	Cold Milling HMA Surface	953	Syd	\$ 2.00	\$ 1,906.00	\$ 8.00	\$ 7,624.00	\$ 8.95	\$ 8,529.35
41	HMA, 13A	2858	Ton	\$ 73.00	\$ 208,634.00	\$ 71.85	\$ 205,347.30	\$ 74.69	\$ 213,464.02

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/6/2021DEPT. Engineering

Page 2 of 6

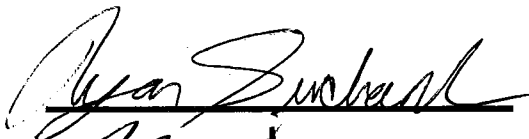
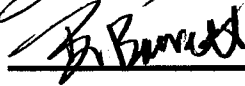
SUBJECT: 2021 Street Program - Contract 1

Road & Storm Sewer: Items 1-58

Engineer's Estimate

C & D Hughes, Inc.
3097 Lansing Road
Charlotte, MI 48813Crawford Contracting
2502 S. Meridian Rd
Mt. Pleasant, MI 48858

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
42	Cement	2	Ton	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 280.00	\$ 560.00
43	Driveway, Nonreinf Conc, 6 inch	79	Syd	\$ 45.00	\$ 3,555.00	\$ 50.00	\$ 3,950.00	\$ 46.00	\$ 3,634.00
44	Driveway, Nonreinf Conc, 7 inch	37	Syd	\$ 55.00	\$ 2,035.00	\$ 70.00	\$ 2,590.00	\$ 51.00	\$ 1,887.00
45	Driveway, Nonreinf Conc, 9 inch	255	Syd	\$ 60.00	\$ 15,300.00	\$ 70.00	\$ 17,850.00	\$ 60.00	\$ 15,300.00
46	Curb and Gutter, Conc, Del F4, Modified	26	Ft	\$ 20.00	\$ 520.00	\$ 70.00	\$ 1,820.00	\$ 26.00	\$ 676.00
47	Sidewalk, Conc, 6 inch	499	Sft	\$ 5.00	\$ 2,495.00	\$ 6.00	\$ 2,994.00	\$ 5.30	\$ 2,644.70
48	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	9	Ea	\$ 105.00	\$ 945.00	\$ 131.25	\$ 1,181.25	\$ 125.00	\$ 1,125.00
49	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00
50	Plastic Drum, Fluorescent, Furn & Oper	25	Ea	\$ 35.00	\$ 875.00	\$ 23.25	\$ 581.25	\$ 21.00	\$ 525.00
51	Sign, Type B, Temp, Prismatic, Furn & Oper	523	Sft	\$ 5.00	\$ 2,615.00	\$ 4.15	\$ 2,170.45	\$ 3.75	\$ 1,961.25
52	Pedestrian Type II Barricade, Temp	5	Ea	\$ 125.00	\$ 625.00	\$ 75.00	\$ 375.00	\$ 140.00	\$ 700.00
53	Turf Establishment, Performance	3865	Syd	\$ 6.00	\$ 23,190.00	\$ 5.00	\$ 19,325.00	\$ 7.00	\$ 27,055.00
54	Gate Box, Adj, Case 1	1	Ea	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00
55	Post, Steel, 3 lb	80	Ft	\$ 8.00	\$ 640.00	\$ 10.00	\$ 800.00	\$ 9.50	\$ 760.00
56	Sign, Type III, Erect, Salv	5	Ea	\$ 60.00	\$ 300.00	\$ 45.00	\$ 225.00	\$ 75.00	\$ 375.00
57	Sign, Type III, Rem	5	Ea	\$ 45.00	\$ 225.00	\$ 40.00	\$ 200.00	\$ 45.00	\$ 225.00
58	Post, Mailbox	27	Ea	\$ 100.00	\$ 2,700.00	\$ 200.00	\$ 5,400.00	\$ 100.00	\$ 2,700.00
TOTAL BID ROAD AND STORM SEWER:				\$ 612,418.90		\$ 709,604.31		\$ 711,054.08	

DEPT.
HEAD:PURCH.
AGENT:STAFF
REC.:

C & D Hughes, Inc.

GENERAL LIABILITY INSURANCE
EXPIRATION DATE:

8/1/2021

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE:

5/1/2022

SOLE PROPRIETORSHIP
EXPIRATION DATE:

N/A

AWARDED:

COUNCIL
APPROVED:

PO NUMBER:

- 500,000 budgeted (transfer from 411)
- balance local street fund balance

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/6/2021

DEPT. Engineering

Page 3 of 6

SUBJECT: 2021 Street Program - Contract 1

Road & Storm Sewer: Items 1-58

Rhode Bros. Excavating, Inc.
1240 N. Outer Drive
Saginaw, MI 48601Champagne & Marx Excavating, Inc.
1445 Liberty Road
Saginaw, MI 48604McGuirk Sand - Gravel
3046 Jen's Way
Mt. Pleasant, MI 48858

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$55,700 (Road, Storm, and Sanitary)	1	LSUM	\$ 55,700.00	\$ 55,700.00	\$ 53,945.29	\$ 53,945.29	\$ 55,700.00	\$ 55,700.00
2	Culv, Rem, Less than 24 inch	4	Ea	\$ 300.00	\$ 1,200.00	\$ 383.99	\$ 1,535.96	\$ 350.00	\$ 1,400.00
3	Curb and Gutter, Rem	26	Ft	\$ 15.00	\$ 390.00	\$ 40.70	\$ 1,058.20	\$ 14.50	\$ 377.00
4	Pavl, Rem	1,426	Syd	\$ 15.00	\$ 21,390.00	\$ 3.58	\$ 5,105.08	\$ 10.00	\$ 14,260.00
5	Sidewalk, Rem	46	Syd	\$ 15.00	\$ 690.00	\$ 21.17	\$ 973.82	\$ 15.00	\$ 690.00
6	Embankment, CIP	132	Cyd	\$ 15.00	\$ 1,980.00	\$ 20.38	\$ 2,690.16	\$ 24.00	\$ 3,168.00
7	Excavation, Earth	587	Cyd	\$ 15.00	\$ 8,805.00	\$ 4.75	\$ 2,788.25	\$ 27.00	\$ 15,849.00
8	Subgrade Undercutting, Special	300	Syd	\$ 23.00	\$ 6,900.00	\$ 24.81	\$ 7,443.00	\$ 43.00	\$ 12,900.00
9	Erosion Control, Inlet Protection, Fabric Drop	19	Ea	\$ 110.00	\$ 2,090.00	\$ 201.89	\$ 3,835.91	\$ 100.00	\$ 1,900.00
10	Subbase, CIP	45	Cyd	\$ 40.00	\$ 1,800.00	\$ 30.53	\$ 1,373.85	\$ 26.00	\$ 1,170.00
11	Aggregate Base, LM, Modified	25	Cyd	\$ 70.00	\$ 1,750.00	\$ 102.16	\$ 2,554.00	\$ 66.50	\$ 1,662.50
12	Aggregate Base, 8 inch, Modified	653	Syd	\$ 18.00	\$ 11,754.00	\$ 14.45	\$ 9,435.85	\$ 20.00	\$ 13,060.00
13	Aggregate Base, 9 inch, Modified	1551	Syd	\$ 20.00	\$ 31,020.00	\$ 16.42	\$ 25,467.42	\$ 20.00	\$ 31,020.00
14	Aggregate Base, 10 inch, Modified	234	Syd	\$ 22.00	\$ 5,148.00	\$ 18.06	\$ 4,226.04	\$ 21.00	\$ 4,914.00
15	HMA Base Crushing and Shaping, Modified	10,146	Syd	\$ 3.50	\$ 35,511.00	\$ 3.41	\$ 34,597.86	\$ 4.00	\$ 40,584.00
16	Material, Surplus and Unsuitable, Rem, LM	25	Cyd	\$ 20.00	\$ 500.00	\$ 49.32	\$ 1,233.00	\$ 37.50	\$ 937.50
17	Salv Crushed Material, LM	10	Cyd	\$ 20.00	\$ 200.00	\$ 82.79	\$ 827.90	\$ 50.00	\$ 500.00
18	Asphalt Cement Stabilized Base, Modified	10,146	Syd	\$ 3.00	\$ 30,438.00	\$ 4.56	\$ 46,265.76	\$ 5.00	\$ 50,730.00
19	Asphalt Cement Binder	16,229	Gal	\$ 3.60	\$ 58,424.40	\$ 4.14	\$ 67,188.06	\$ 5.00	\$ 81,145.00
20	Trenching, Modified	60	Sta	\$ 900.00	\$ 54,000.00	\$ 135.87	\$ 8,152.20	\$ 550.00	\$ 33,000.00
21	Maintenance Gravel	100	Ton	\$ 25.00	\$ 2,500.00	\$ 51.08	\$ 5,108.00	\$ 17.50	\$ 1,750.00
22	Approach, C I I, LM	124	Cyd	\$ 60.00	\$ 7,440.00	\$ 80.93	\$ 10,035.32	\$ 62.00	\$ 7,688.00
23	Shoulder, C I I	68	Ton	\$ 30.00	\$ 2,040.00	\$ 40.47	\$ 2,751.96	\$ 65.00	\$ 4,420.00
24	Geotextile, Separator, Modified	801	Syd	\$ 3.00	\$ 2,403.00	\$ 2.36	\$ 1,890.36	\$ 2.30	\$ 1,842.30
25	Culv End Sect, Conc, 12 inch	5	Ea	\$ 800.00	\$ 4,000.00	\$ 996.85	\$ 4,984.25	\$ 670.00	\$ 3,350.00
26	Culv, C I E, Conc, 12 inch	250	Ft	\$ 80.00	\$ 20,000.00	\$ 67.37	\$ 16,842.50	\$ 62.00	\$ 15,500.00
27	Sewer, SDR-26, 10 inch, Tr Det B, Modified	147	Ft	\$ 120.00	\$ 17,640.00	\$ 71.94	\$ 10,575.18	\$ 81.00	\$ 11,907.00
28	Sewer, SDR-26, 12 inch, Tr Det B, Modified	78	Ft	\$ 130.00	\$ 10,140.00	\$ 81.82	\$ 6,381.96	\$ 112.00	\$ 8,736.00
29	Sanitary Service, Conflict	5	Ea	\$ 400.00	\$ 2,000.00	\$ 1,554.47	\$ 7,772.35	\$ 1,785.00	\$ 8,925.00
30	Abandoned Gas main, Conflict	5	Ea	\$ 100.00	\$ 500.00	\$ 788.23	\$ 3,941.15	\$ 255.00	\$ 1,275.00
31	Dr Structure Cover, Adj, Case 1	19	Ea	\$ 900.00	\$ 17,100.00	\$ 476.06	\$ 9,045.14	\$ 450.00	\$ 8,550.00
32	Dr Structure, Adj, Add Depth	3	Ft	\$ 200.00	\$ 600.00	\$ 1,127.78	\$ 3,383.34	\$ 400.00	\$ 1,200.00
33	Dr Structure Cover, EJ 1040 w/ Vented Cover	4	Ea	\$ 600.00	\$ 2,400.00	\$ 717.05	\$ 2,868.20	\$ 555.00	\$ 2,220.00
34	Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	10	Ea	\$ 600.00	\$ 6,000.00	\$ 772.20	\$ 7,722.00	\$ 600.00	\$ 6,000.00
35	Dr Structure Cover, EJ 1040 w/ Type O2 Beehive Grate	10	Ea	\$ 600.00	\$ 6,000.00	\$ 704.79	\$ 7,047.90	\$ 550.00	\$ 5,500.00
36	Dr Structure, 36 inch dia, Modified	3	Ea	\$ 2,800.00	\$ 8,400.00	\$ 2,130.50	\$ 6,391.50	\$ 3,225.00	\$ 9,675.00
37	Dr Structure, 48 inch dia, Modified	2	Ea	\$ 3,200.00	\$ 6,400.00	\$ 2,533.76	\$ 5,067.52	\$ 3,430.00	\$ 6,860.00
38	Dr Structure, Tap, 10 inch	1	Ea	\$ 2,200.00	\$ 2,200.00	\$ 596.35	\$ 596.35	\$ 1,115.00	\$ 1,115.00
39	Dr Structure, Temp Lowering	12	Ea	\$ 280.00	\$ 3,360.00	\$ 239.62	\$ 2,875.44	\$ 150.00	\$ 1,800.00
40	Cold Milling HMA Surface	953	Syd	\$ 10.00	\$ 9,530.00	\$ 11.85	\$ 11,293.05	\$ 9.00	\$ 8,577.00
41	HMA, 13A	2858	Ton	\$ 83.00	\$ 237,214.00	\$ 95.11	\$ 271,824.38	\$ 94.00	\$ 268,652.00

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/6/2021

DEPT. Engineering

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SUBJECT: 2021 Street Program - Contract 1

Road & Storm Sewer: Items 1-58

Bid Contained Math Error

Rhode Bros. Excavating, Inc.
1240 N. Outer Drive
Saginaw, MI 48601Champagne & Marx Excavating, Inc.
1445 Liberty Road
Saginaw, MI 48604McGuirk Sand - Gravel
3046 Jen's Way
Mt. Pleasant, MI 48858

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
42	Cement	2	Ton	\$ 225.00	\$ 450.00	\$ 254.39	\$ 508.78	\$ 252.00	\$ 504.00
43	Driveway, Nonreinf Conc, 6 inch	79	Syd	\$ 50.00	\$ 3,950.00	\$ 52.04	\$ 4,111.16	\$ 61.00	\$ 4,819.00
44	Driveway, Nonreinf Conc, 7 inch	37	Syd	\$ 53.00	\$ 1,961.00	\$ 58.28	\$ 2,156.36	\$ 67.50	\$ 2,497.50
45	Driveway, Nonreinf Conc, 9 inch	255	Syd	\$ 63.00	\$ 16,065.00	\$ 70.77	\$ 18,046.35	\$ 79.00	\$ 20,145.00
46	Curb and Gutter, Conc, Det F4, Modified	26	Ft	\$ 33.00	\$ 858.00	\$ 37.00	\$ 962.00	\$ 43.00	\$ 1,118.00
47	Sidewalk, Conc, 6 inch	499	Sft	\$ 6.00	\$ 2,994.00	\$ 5.78	\$ 2,884.22	\$ 8.90	\$ 4,441.10
48	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	9	Ea	\$ 130.00	\$ 1,170.00	\$ 144.54	\$ 1,300.86	\$ 95.50	\$ 859.50
49	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00	\$ 8,372.15	\$ 8,372.15	\$ 10,000.00	\$ 10,000.00
50	Plastic Drum, Fluorescent, Furn & Oper	25	Ea	\$ 22.00	\$ 550.00	\$ 24.28	\$ 607.00	\$ 25.00	\$ 625.00
51	Sign, Type B, Temp, Prismatic, Furn & Oper	523	Sft	\$ 4.00	\$ 2,092.00	\$ 4.34	\$ 2,269.82	\$ 5.00	\$ 2,615.00
52	Pedestrian Type II Barricade, Temp	5	Ea	\$ 140.00	\$ 700.00	\$ 161.89	\$ 809.45	\$ 101.00	\$ 505.00
53	Turf Establishment, Performance	3865	Syd	\$ 3.80	\$ 14,687.00	\$ 7.62	\$ 29,451.30	\$ 8.50	\$ 32,852.50
54	Gate Box, Adj, Case 1	1	Ea	\$ 285.60	\$ 285.60	\$ 596.35	\$ 596.35	\$ 340.00	\$ 340.00
55	Post, Steel, 3 lb	80	Ft	\$ 10.00	\$ 800.00	\$ 10.99	\$ 879.20	\$ 7.10	\$ 568.00
56	Sign, Type III, Erect, Salv	5	Ea	\$ 76.00	\$ 380.00	\$ 86.73	\$ 433.65	\$ 30.00	\$ 150.00
57	Sign, Type III, Rem	5	Ea	\$ 46.00	\$ 230.00	\$ 52.04	\$ 260.20	\$ 30.00	\$ 150.00
58	Post, Mailbox	27	Ea	\$ 90.00	\$ 2,430.00	\$ 216.39	\$ 5,842.53	\$ 150.00	\$ 4,050.00
TOTAL BID ROAD AND STORM SEWER:				\$	757,160.00	\$	758,586.84	\$	836,748.90

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/6/2021

DEPT. Engineering

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SUBJECT: 2021 Street Program - Contract 1

Road & Storm Sewer: Items 1-58

Fessler & Bowman Inc.
4099 Eagles Nest Court
Flushing, MI 48433

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization, Max \$55,700 (Road, Storm, and Sanitary)	1	LSUM	\$ 55,696.25	\$ 55,696.25		\$ -		\$ -
2	Culv, Rem, Less than 24 inch	4	Ea	\$ 800.00	\$ 3,200.00		\$ -		\$ -
3	Curb and Gutter, Rem	26	Ft	\$ 13.00	\$ 338.00		\$ -		\$ -
4	Pavl, Rem	1,426	Syd	\$ 24.00	\$ 34,224.00		\$ -		\$ -
5	Sidewalk, Rem	46	Syd	\$ 24.00	\$ 1,104.00		\$ -		\$ -
6	Embankment, CIP	132	Cyd	\$ 30.00	\$ 3,960.00		\$ -		\$ -
7	Excavation, Earth	587	Cyd	\$ 33.00	\$ 19,371.00		\$ -		\$ -
8	Subgrade Undercutting, Special	300	Syd	\$ 100.00	\$ 30,000.00		\$ -		\$ -
9	Erosion Control, Inlet Protection, Fabric Drop	19	Ea	\$ 125.00	\$ 2,375.00		\$ -		\$ -
10	Subbase, CIP	45	Cyd	\$ 85.00	\$ 3,825.00		\$ -		\$ -
11	Aggregate Base, LM, Modified	25	Cyd	\$ 115.00	\$ 2,875.00		\$ -		\$ -
12	Aggregate Base, 8 inch, Modified	653	Syd	\$ 27.00	\$ 17,631.00		\$ -		\$ -
13	Aggregate Base, 9 inch, Modified	1551	Syd	\$ 28.00	\$ 43,428.00		\$ -		\$ -
14	Aggregate Base, 10 inch, Modified	234	Syd	\$ 30.00	\$ 7,020.00		\$ -		\$ -
15	HMA Base Crushing and Shaping, Modified	10,146	Syd	\$ 3.75	\$ 38,047.50		\$ -		\$ -
16	Material, Surplus and Unsuitable, Rem, LM	25	Cyd	\$ 38.00	\$ 950.00		\$ -		\$ -
17	Salv Crushed Material, LM	10	Cyd	\$ 29.00	\$ 290.00		\$ -		\$ -
18	Asphalt Cement Stabilized Base, Modified	10,146	Syd	\$ 4.25	\$ 43,120.50		\$ -		\$ -
19	Asphalt Cement Binder	16,229	Gal	\$ 4.00	\$ 64,916.00		\$ -		\$ -
20	Trenching, Modified	60	Sta	\$ 800.00	\$ 48,000.00		\$ -		\$ -
21	Maintenance Gravel	100	Ton	\$ 70.00	\$ 7,000.00		\$ -		\$ -
22	Approach, CII, LM	124	Cyd	\$ 110.00	\$ 13,640.00		\$ -		\$ -
23	Shoulder, CII	68	Ton	\$ 75.00	\$ 5,100.00		\$ -		\$ -
24	Geotextile, Separator, Modified	801	Syd	\$ 4.00	\$ 3,204.00		\$ -		\$ -
25	Culv End Sect, Conc, 12 inch	5	Ea	\$ 725.00	\$ 3,625.00		\$ -		\$ -
26	Culv, CIE, Conc, 12 inch	250	Ft	\$ 80.00	\$ 20,000.00		\$ -		\$ -
27	Sewer, SDR-26, 10 inch, Tr Det B, Modified	147	Ft	\$ 115.00	\$ 16,905.00		\$ -		\$ -
28	Sewer, SDR-26, 12 inch, Tr Det B, Modified	78	Ft	\$ 195.00	\$ 15,210.00		\$ -		\$ -
29	Sanitary Service, Conflict	5	Ea	\$ 4,000.00	\$ 20,000.00		\$ -		\$ -
30	Abandoned Gas main, Conflict	5	Ea	\$ 1,750.00	\$ 8,750.00		\$ -		\$ -
31	Dr Structure Cover, Adj, Case 1	19	Ea	\$ 725.00	\$ 13,775.00		\$ -		\$ -
32	Dr Structure, Adj, Add Depth	3	Ft	\$ 285.00	\$ 855.00		\$ -		\$ -
33	Dr Structure Cover, EJ 1040 w/ Vented Cover	4	Ea	\$ 860.00	\$ 3,440.00		\$ -		\$ -
34	Dr Structure Cover, EJ 1040 w/ Solid Gasket Sealed Cover	10	Ea	\$ 920.00	\$ 9,200.00		\$ -		\$ -
35	Dr Structure Cover, EJ 1040 w/ Type O2 Beehive Grate	10	Ea	\$ 850.00	\$ 8,500.00		\$ -		\$ -
36	Dr Structure, 36 inch dia, Modified	3	Ea	\$ 3,500.00	\$ 10,500.00		\$ -		\$ -
37	Dr Structure, 48 inch dia, Modified	2	Ea	\$ 4,000.00	\$ 8,000.00		\$ -		\$ -
38	Dr Structure, Tap, 10 inch	1	Ea	\$ 560.00	\$ 560.00		\$ -		\$ -
39	Dr Structure, Temp Lowering	12	Ea	\$ 200.00	\$ 2,400.00		\$ -		\$ -
40	Cold Milling HMA Surface	953	Syd	\$ 20.00	\$ 19,060.00		\$ -		\$ -
41	HMA, 13A	2858	Ton	\$ 88.00	\$ 251,504.00		\$ -		\$ -

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/6/2021DEPT. Engineering

Page 6 of 6

SUBJECT: 2021 Street Program - Contract 1

Road & Storm Sewer: Items 1-58

Fessler & Bowman Inc.
4099 Eagles Nest Court
Flushing, MI 48433

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
42	Cement	2	Ton	\$ 255.00	\$ 510.00		\$ -		\$ -
43	Driveway, Nonreinf Conc, 6 inch	79	Syd	\$ 55.00	\$ 4,345.00		\$ -		\$ -
44	Driveway, Nonreinf Conc, 7 inch	37	Syd	\$ 60.00	\$ 2,220.00		\$ -		\$ -
45	Driveway, Nonreinf Conc, 9 inch	255	Syd	\$ 72.00	\$ 18,360.00		\$ -		\$ -
46	Curb and Gutter, Conc, Det F4, Modified	26	Ft	\$ 39.00	\$ 1,014.00		\$ -		\$ -
47	Sidewalk, Conc, 6 inch	499	Sft	\$ 9.00	\$ 4,491.00		\$ -		\$ -
48	Barricade, Type III, High Intensity, Double Sided, Furn & Oper	9	Ea	\$ 100.00	\$ 900.00		\$ -		\$ -
49	Minor Traf Devices, Max \$10,000	1	LSUM	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -
50	Plastic Drum, Fluorescent, Furn & Oper	25	Ea	\$ 26.00	\$ 650.00		\$ -		\$ -
51	Sign, Type B, Temp, Prismatic, Furn & Oper	523	Sft	\$ 5.25	\$ 2,745.75		\$ -		\$ -
52	Pedestrian Type II Barricade, Temp	5	Ea	\$ 105.00	\$ 525.00		\$ -		\$ -
53	Turf Establishment, Performance	3865	Syd	\$ 11.00	\$ 42,515.00		\$ -		\$ -
54	Gate Box, Adj, Case 1	1	Ea	\$ 430.00	\$ 430.00		\$ -		\$ -
55	Post, Steel, 3 lb	80	Ft	\$ 7.50	\$ 600.00		\$ -		\$ -
56	Sign, Type III, Erect, Salv	5	Ea	\$ 32.00	\$ 160.00		\$ -		\$ -
57	Sign, Type III, Rem	5	Ea	\$ 32.00	\$ 160.00		\$ -		\$ -
58	Post, Mailbox	27	Ea	\$ 125.00	\$ 3,375.00		\$ -		\$ -
TOTAL BID ROAD AND STORM SEWER:				\$	954,600.00	\$	-	\$	-



Warrant 602 July 27, 2021

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia Utility Fund payment-4/1/21-6/30/21	Water	\$50,356.22
Owosso Charter Township	Owosso Charter Township 2011 Water Agreement payment-4/1/21-6/30/21	Water	\$16,456.29
Shiawassee Area Transportation Agency	Local funding commitment for FY 21/22	General	\$69,594.93
BS&A Software	Annual service and support for ten modules-8/1/21-8/1/22	Various	\$12,763.00
Total			\$149,170.44

July 2, 2021

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Grand Rapids, September 22-24, 2021. The League's "Annual Meeting" is scheduled for 4:15 pm on Wednesday, September 22 in Ambassador Ballroom East at the Amway Grand Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 20, 2021.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 20, 2021.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its *principal official* representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

1. Election of Trustees

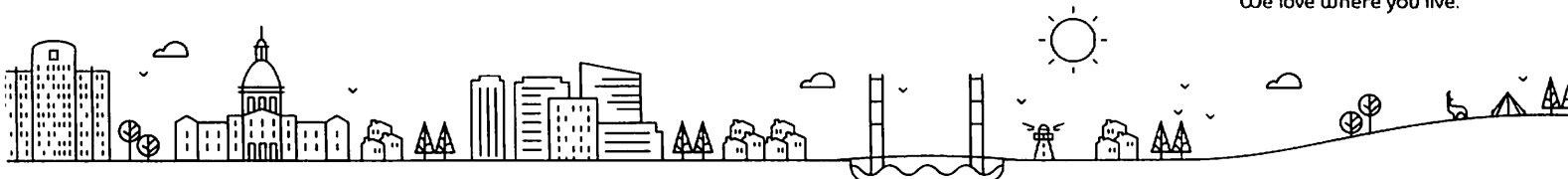
Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 20, 2021**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”

We love where you live.



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 21 at Amway Grand Hotel for the purpose of considering such other matters as may be requested by the membership, *in addition* to other agenda items.

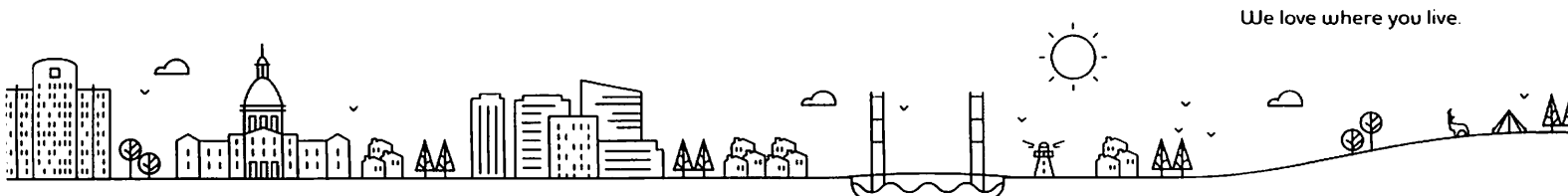
Sincerely,



William Wild
President
Mayor, City of Westland



Daniel P. Gilmartin
Executive Director & CEO



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MEMORANDUM

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

DATE: July 26, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: City Manager

SUBJECT: OMS/DDA Owosso MOU for Executive Director

RECOMMENDATION:

Approve the extension of the memorandum of understanding between the DDA and the city for duties and funding of the DDA Director.

BACKGROUND:

In July 2017, the administration signed a memo of understanding with the DDA for the duties and responsibilities of the DDA Director for economic development matters. It was renewed unchanged in 2018 but now requires updating and city council approval. There have been some changes to staffing responsibilities and available development programs so it is time to update the agreement.

I attended a meeting with the DDA Board Chair and the Director to realign this partnership – albeit with the same financial commitments due to no change in the amount of responsibility the Director will have on economic development matters.

In December 2020, City Council approved an updated memo of understanding with responsibilities that include: The rental rehab program, façade grants, Historic District Commission liaison, Certified Local Government liaison, development in Westown, participating as a member of the city manager's leadership team, and to work with certain state agencies on the city's behalf for all the above.

This is a request to extend the Memorandum of Understanding dated December 2020 to align with the new Independent Contractor Agreement to Joshua Adams for Executive Director Services through July 31, 2024

FISCAL IMPACTS:

Salary with health ins stipend for DDA Director: \$61,450 (unchanged)
Split 60/40 (DDA/City)
DDA: \$36,870
CITY: \$24,580

RESOLUTION NO.

**RESOLUTION AUTHORIZING APPROVAL OF
OMS/DDA MEMORANDUM OF UNDERSTANDING WITH THE CITY
FOR EXECUTIVE DIRECTOR DUTIES AND
COST SHARE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to continue the partnership with the Owosso OMS/DDA for certain services; and

WHEREAS, the City of Owosso and the Owosso OMS/DDA request an extension of the Memorandum of Understanding dated December 2020 to align with the new the Independent Contractor Agreement for Joshua Adams; and

WHEREAS, this is a budgeted item from the General Fund.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve the memorandum of understanding between the OMS/DDA and the City for administrative services related to economic development for a cost to the City of Owosso of \$24,580 for three years.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Joint Memorandum of Understanding between the City of Owosso, Michigan and Owosso OMS/DDA up to the amount of \$73,740.
- THIRD: The above expenses shall be paid from the General Fund.



**Joint Memorandum of Understanding
Between the City of Owosso
And
The Owosso Downtown Development Authority**

This Memorandum of Understanding ("MOU") by and between the city of Owosso ("City"), a Michigan municipal corporation located at 301 West Main Street, Owosso, Michigan, and the Owosso Downtown Development Authority ("DDA"), jointly referred to as the "Parties" and individually as the "Party" is effective as of August 3, 2021 ("Effective Date").

The City is entering into an agreement in which the salary for Josh Adams, current executive director for the DDA, is split 60/40 with the DDA paying 60% and the City paying 40%. This pay structure would include a monthly stipend for health insurance as depicted below. Annual cost to the DDA is Thirty Six Thousand Eight Hundred Seventy Dollars (\$36,870); annual cost to the City is Twenty Four Thousand Five Hundred Eighty Dollars (\$24,580). The City shall make a monthly payment of Two Thousand Forty-Eight Dollars and thirty-three cents (\$2,048.33), and shall be directly paid to the DDA for services provided in the preceding month.

Total compensation to Josh Adams is demonstrated in the breakdown below:

- \$56,650 with 60/40 split
 - Stipend for health insurance of \$400/month
 - DOA 60% = \$2,880
 - City 40% = \$1,920
 - ◆ Total cost to DDA = \$36,870
 - ◆ Total cost to city = \$24,580

This MOU is an understanding that Josh Adams shall provide 60% of his time working for the DDA and 40% of his time working for the City in the community development office. As such, Josh's job duties shall include but are not limited to:

- Rental Rehab
- Facade Grants
- HDC Review/Oversight
- CLG Review/Oversight
- Westtown development — facade grant inclusion, PSD development, and committee formation
- Assist in City-wide communication & inclusion efforts
- Interface to MEDC on downtown and Westtown projects

This MOU sets forth the intent of the Parties and as such is a binding obligation on both Parties.

To the knowledge of DDA, there is no event or circumstance involving the executive director of the DDA, that DDA has not disclosed to the City which would be considered conduct unbecoming or that could reasonably be expected to have a material adverse effect of this MOU and the performance thereof.

This MOU and any City obligation(s) stemming from same are several and not joint, and in no event shall the City have any liability or obligation with respect to the acts or omissions of any other party to this MOU.

This MOU obligates the DDA to indemnify and hold harmless the City, its directors, agents, and employees, of City and any such affiliate, as the case may be (Indemnatee), against any losses, claims, damages, or liabilities to any such person in connection with any matter referred to in this MOU, including without limitation the performance of the services that are the subject of this MOU, except to the extent that any such loss, claim, damages, or liability are finally judicially determined to have resulted from the gross negligence, bad faith, willful misfeasance, or reckless disregard by Indemnatee of its obligations or duties.

If one or more provisions of this MOU shall be invalid, illegal, or unenforceable in any respect under any applicable law or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way.

This MOU constitutes the entire agreement between the Parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all Parties, by the issuance of a written amendment, signed and dated by all the Parties.

This MOU may be signed in multiple copies and in counterparts which, when taken together, shall constitute the executed MOU. Faxed or scanned copies shall be considered an original.

Except as otherwise specified in this MOU, all costs and expenses incurred in connection with this MOU and the transactions contemplated by it shall be paid by the party incurring such costs and expenses.

This MOU is effective until the current contract entered into between the DDA and Josh Adams expires (July 31, 2024), is renewed, or terminated. At that time, both parties shall reevaluate the existing MOU to determine its necessity unless terminated earlier. Either Party may terminate, with or without cause, the MOU by providing notice in writing to the other Party thirty (30) days in advance of the termination. Upon the expiration of the current MOU, the City and DDA may elect to enter in to a new MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective authorized representatives.

Chris Eveleth, Mayor
City of Owosso

Date

Amy Kirkland, City Clerk
City of Owosso

Date

David Acton, Chairman
Owosso Downtown Development Authority

Date



MEMORANDUM

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

DATE: July 26, 2021

TO: Mayor Eveleth and the Owosso City Council

FROM: Dave Acton – OMS/DDA Chairman

SUBJECT: Contract Extension – DDA/OMS Executive Director

RECOMMENDATION:

Approve the extension of the Independent Contractor Agreement for the OMS/DDA Director.

BACKGROUND:

On Wednesday, July 14, 2021, during their regular board meeting, the OMS/DDA Board of Directors approved a three (3) year extension to the Independent Contractor Agreement to Joshua Adams for Executive Director Services through July 31, 2024.

FISCAL IMPACTS:

Salary with health ins stipend for DDA Director will adhere to the current Memorandum of Understanding that was approved by Council in December 2020: \$61,450 (unchanged)

Split 60/40 (DDA/City)

DDA: \$36,870

CITY: \$24,580

RESOLUTION NO.

**RESOLUTION AUTHORIZING APPROVAL OF
OMS/DDA INDEPENDENT CONTRACTOR AGREEMENT EXTENSION
BETWEEN OMS/DDA AND JOSHUA D. ADAMS**

WHEREAS, the City of Owosso Downtown Development Authority, Shiawassee County, Michigan, wishes to continue the agreement for services with Joshua D. Adams for Executive Director of the OMS/DDA Program; and

WHEREAS on Wednesday, July 14, 2021, during their regular board meeting, the OMS/DDA Board of Directors approved a three (3) year extension to the Independent Contractor Agreement with Joshua Adams for Executive Director Services through July 31, 2024.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve the Independent Contractor Agreement extension with Joshua D. Adams for Executive Director of the OMS/DDA Program until August, 1 2024.
- SECOND: The mayor is instructed and authorized to sign the document substantially in the form attached: Independent Contractor Agreement between Owosso Downtown Development Authority (DDA)/Main Street and Joshua D. Adams.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
OWOSSO DOWNTOWN DEVELOPMENT AUTHORITY (DDA)/MAIN STREET, CITY OF
OWOSSO AND JOSHUA D. ADAMS**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is between Owosso Downtown Development Authority ("DDA") and the City of Owosso, Michigan ("City") municipal corporations, which have a principal place of business at 301 West Main Street, Owosso, Michigan 48867 and Joshua D. Adams, a Michigan resident which has a principal residency at 2872 North M-52, Owosso, MI 48867 ("Adams").

WHEREAS, the DDA and Adams wish to enter into an independent contractor relationship pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement will become effective when signed by both parties; provided, however, that Adams acknowledges and agrees that this Agreement is subject to and conditional upon approval by a majority vote of the Owosso Downtown Development Authority (DDA)/Main Street Board ("Board"). This Agreement shall continue until terminated pursuant to Section 13 hereof and will continue in full force and effect August 3, 2021 through July 31st, 2024. A positive drug test nullifies this entire agreement.

2. Services to be Performed. Contractor agrees to provide the services of the Owosso Main Street Executive Director, see attached document for full job description.

3. Independent Contractor Status. The parties agree that Adams is an independent contractor, and that Adams is not deemed to be an employee of the City of Owosso (City). In its capacity as an independent contractor, Adams agrees to and represents the following:

- a. Adams has the right to perform services for third parties during the term of this Agreement, so long as they do not conflict with the duties that Adams is performing for the DDA hereunder.
- b. The services required hereunder must be performed to the satisfaction of the Board; provided, however, that the means, manner, and method by which the services will be performed will be determined by Adams.
- c. The services required by this Agreement shall be performed by Adams, and the DDA shall not hire, supervise, or pay any assistants to help Adams.
- d. Adams shall receive training from the DDA/Main Street in the professional skills necessary to perform the services required by this Agreement.
- e. Adams shall be required by the DDA/Board to devote full time to the performance of the services required by this Agreement.

The parties acknowledge and agree that the DDA/Board are entering into this Agreement with reliance on the representations made by the Adams relative to his independent contractor status.

4. Payment. In consideration for all of the services to be performed by Adams beginning August 3rd, 2021, the City agrees to pay Adams under the terms described in the **“Joint Memorandum of Understanding between the City of Owosso and the Owosso Downtown Development Authority”**. The referenced document is attached. The DDA will not:

- a. withhold FICA (Social Security and Medicare taxes) from Adams’ payments or make FICA payments on Adams’ behalf, or
- b. make state or federal unemployment compensation contributions on Adams’ behalf or withhold state or federal income tax from Adams’ payments.
- c. Adams shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Adams is not a corporation, self-employment (Social Security) taxes. On demand, Adams shall provide the DDA with proof that such payments have been made.

5. Expenses, Materials, Services and Benefits. The DDA/Board will provide Adams with workspace, office supplies, and such other services that the DDA/Board determines are necessary for Adams to perform the services required hereunder. Adams shall be responsible for all other expenses relating to providing the services required under this Agreement and shall furnish all materials, equipment and supplies used to provide such services, including license fees, memberships and dues, uniforms and meals. Adams will not be entitled to reimbursement of out-of-pocket expenses relating to the services required under this Agreement unless reimbursement is approved in writing by the Board Chairperson in advance.

6. Permits and Licenses. Adams represents that he has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

7. Fringe Benefits. Adams understands that he is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

8. Unemployment Compensation. The City shall make no state or federal unemployment compensation payments on behalf of Adams. Adams will not be entitled to these benefits in connection with work performed under this Agreement. If Adams files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Adams shall be deducted from and be an offset against the amount of compensation due and payable to Adams by the DDA under this Agreement.

9. Entire Agreement. This is the entire Agreement between Adams and the DDA/Board. This Agreement may be modified only by a writing signed by both parties.

10. Applicable Law. This Agreement will be governed by the laws of the State of Michigan (but any provision of Michigan law shall not apply if the application of such provision would result in the application of the law of a state or jurisdiction other than Michigan).

11. Assignment and Delegation. Adams may not assign or subcontract any rights or obligations under this Agreement without the DDA’s/Board’s prior written approval. Adams may not designate anyone other than himself to perform the services required hereunder without the DDA’s/Board’s prior written consent.

12. No Partnership. This Agreement does not create a partnership relationship. Adams does not have authority to enter into contracts on the DDA's behalf.

13. Termination. This Agreement may be terminated by either party for any reason, with or without cause, upon thirty (30) days advance written notice. Upon termination, Adams will return all materials and equipment provided by the DDA/Board under this Agreement.

14. Compliance with Other Agreements. Adams represents and warrants that the execution of this Agreement by it and its performance of its obligations hereunder will not conflict with, result in the breach of any provision of or the termination of or constitute a default under any agreement to which Adams is a party or by which Adams is or may be bound.

15. Nondiscrimination. The parties agree that this Agreement will not be interpreted or enforced in a manner, which discriminates on the basis of race, color, creed, religion, sex, age, national origin or disability.

16. Binding Arbitration. Any controversy or claim arising out of or relating in any way to this Agreement shall be settled exclusively by arbitration administered by the American Arbitration Association ("AAA") under its then-current National Rules for the Resolution of Employment Disputes, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This Agreement to submit to binding arbitration specifically includes, but is not limited to, all claims that this Agreement has been interpreted or enforced in a discriminatory manner. Arbitration shall take place at the AAA office located in Southfield, Michigan. The parties will share equally all administrative charges and arbitrators' fees; provided, however, that, upon the conclusion of the arbitration, the arbitrator shall direct the losing party to reimburse the prevailing party for the prevailing party's actual and reasonable expenses and attorney fees incurred in the arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Owosso Downtown Development Authority
(DDA)/Main Street and City of Owosso**

Dave Acton, Board Chairperson
Date: _____

Joshua D. Adams
Date: _____

ATTEST:

Bill Gilbert, Vice-Chairman
Date: _____

Christopher Eveleth, Mayor
Date: _____

Amy Kirkland, City Clerk
Date: _____



Regular Meeting of the Owosso Historical Commission

Minutes of July 12, 2021 – 6:00 P.M.

PRESIDING OFFICER: Dave Acton – Chair

MEMBERS PRESENT: Chair Dave Acton, Vice Chair Mark Erickson, Commissioner Gary Wilson, Commissioner Deb Adams, Mayor Pro Tem Osika,

MEMBERS ABSENT: Commissioner Albert Martenis

VICE CHAIR ACTON CALLED THE MEETING TO ORDER AT 6:00 P.M.

APPROVE MINUTES – May 10, 2021

Motion by Osika to approve

Supported by Adams

Passed by voice vote

APPROVE AGENDA

Motion by Wilson to approve the agenda with the addition of an item to set a commission workshop to discuss use of the Gould House and structure of standing committees.

Supported by Erickson

Passed by voice vote

ITEMS OF BUSINESS

1. Schedule Commission Workshop

- a. Motion by Erickson to hold commission workshop on July 26 at 6:00 PM at city hall to discuss future Gould House use and standing committee structure
- b. Supported by Wilson
- c. Passed by voice vote

2. Curwood Castle Exterior Lighting Replacement: Henne explained that one quote was received from Ludington Electric for \$8800 to replace the exterior flood lights at the Castle with modern LED lights. Commissioners discussed this and decided to wait until the Gould House project was

completed and the MCACA grant result was concluded before committing to the project. The Castle lighting project is on the city's 6-year CIP for 2025 in the amount of \$15,000.

- a. Motion by Erickson to wait for the MCACA grant to be awarded or not and to wait for the Gould House project to be completed.
- b. Supported by Adams
- c. Passed by voice vote.

FINANCIAL REVIEW AND DISCUSSION

Henne updated the Commission on the monthly financial reports and provided details on specific monthly expenses related to Gould House maintenance.

Ms. Grace updated the Commission on the latest Castle and gift shop revenue since reopening. Ms. Grace also outlined a partnership with Heather Brooks to create signage for Castle exhibits. Acton suggested an agenda item for this signage at the next meeting.

PUBLIC COMMENT PERIOD

None

COMMISSIONER COMMENTS

Henne explained that American Rescue Plan Act funds will be available soon and that he was going to give city council the option to fund revenue loss at the Castle due to COVID closures. He invited commissioners to the August 2, 2021 council meeting.

Henne explained that the Castle cleaning quote is \$1680.

Henne explained that the MCACA application will be reviewed by the state on Aug 4.

ADJOURNMENT

Osika moved to adjourn the meeting. Adams supported. Voice vote was unanimous to adjourn the meeting at 6:45 P.M.

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
JULY 14, 2021 AT 7:30 A.M.

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

ROLL CALL: Taken by Recording Secretary Debbie Hebert

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

MEMBERS ABSENT: Eric Lab

OTHERS PRESENT: Josh Adams, Owosso Mainstreet/DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER CARROLL TO AMEND THE AGENDA TO ADD #10 TO ITEMS OF BUSINESS AS:
ANNUAL MEETING – DISCUSSION.

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER OSIKA AND SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE MINUTES FOR THE REGULAR MEETING HELD 06/02/2021 AND SPECIAL MEETING HELD 06/15/2021.

AYES: ALL, MOTION CARRIED.

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

1) **CHECK REGISTER** – No discussion.

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

AYES: ALL. MOTION CARRIED.

2) **Budget Report** – The budget was reviewed with notations from Adams. Expenses have been added but revenue is yet to be received. The goal is to have \$12,000 to apply toward streetscape projects next year.

3) **Shia Cash Reports** – The board reviewed the reports provided.

4) Director Performance Review Summary Report – The results of the performance review were 99.5% positive. It was a successful process noting an opportunity to recognize the voluntary committees that assist Adams with implementing the work plans.

5) Executive Director Contractor Agreement – A 3-year contract renewal for Director Josh Adams was presented to the board.

IT WAS MOVED BY AUTHORITY MEMBER CARROLL, SUPPORTED BY AUTHORITY MEMBER OMER TO APPROVE THE CONTRACT FOR A 3-YEAR PERIOD STARTING AUGUST 3, 2021 THROUGH JULY 31, 2024.

AYES: ALL. MOTION CARRIED.

6) TIFF Update - Tax Increment Finance Plan – A 20-year plan which began in 2003, expires in 2024, preparation to have in place to hire consultant to draft new plan. The estimated cost is \$20,000. The desire is to start a discussion with the current consulting firm contracted with the City of Owosso.

7) Streetscape Loan Refinance – City's Finance director refinanced the bond, bond is extended to 2029 with lower interest rate saving \$66,000 or approximately \$8,000 year fluctuating some starting with a current year adding \$9,400 to the budget. Director Adams desires to add those unexpected monies to the Streetscape Fund.

8) Downtown Security Camera – Retriever Solutions is providing services, charging no labor to install security cameras at various locations throughout the downtown area. The number of units has been expanded to 64 camera jointly with Department of Public Works. Downtown and parks cameras are linked together by Wi-Fi provided by DayStarr Communications free of charge providing a security network throughout the city. Quality of the cameras were discussed. Retriever Solutions will assist with the placement of cameras. Electrical lines will need to be run between cameras provided by Ludington Electric with a total Cost of the project - \$6,697.37. Adams suggested using \$3,000 maintenance budget and \$4,000 from the reserve funds.

IT WAS MOVED BY AUTHORITY MEMBER MOORE, SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO APPROVE THE EXPENDITURE OF \$6,697.37 TO INCREASE AND UPGRADE SECURITY CAMERAS.

AYES: ALL. MOTION CARRIED.

9) Downtown Owosso Farmers Market – Peltier has been working with Chamber of Commerce to develop a plan to oversee the Farmers Market. A new director may have been found. The Chamber will present a plan to the DDA at the August 2021 meeting outlining the financial structure and who will oversee new director.

Adams suggests a partnership between DDA and Chamber of Commerce with a \$5,000.00 contribution. It has been suggested that an oversight board should include a representative from the Promotion and Outreach Committees.

10) Annual Meeting – The Annual meeting will be held in August, 2021. The election of the Chairman and Vice Chairman offices will be conducted.

COMMITTEE UPDATES:

- 1) Design and Business Vitality** – Consumers Energy will complete the transformer for the EV charging station by 8/6/2021. Chairman Acton will begin the EV Charging Station committee meetings.

- 2) **Promotion & Outreach** – Sidewalk sales begin Friday and Saturday. There will be 10 or 11 vendors on the sidewalk. Preparations are beginning for Art Walk to be held September 11th. Vintage Motorcycle Days is scheduled for August 27 and 28th. Close to \$2,000 in sponsorships have been received.
- 3) **Business Owners Committee** – Meeting scheduled for July 28 at Capitol Sports. Brianna Carroll will be speaking. There will be a tour of the facility. Nicole and Ricardo Reyna will be present to share information about their new sports bar.

BOARD CONTINUING EDUCATION/INFORMATION:

MMSC Fund Generation Technical Service – Tuesday, August 3, 2021; 9am-4pm Armory
MMSC Board Training – September 7, 2021. Time TBD.

PUBLIC COMMENTS: None

BOARD COMMENTS:

Osika informed the board that the SEDP was offering a free event that featured Kendra Leigh training with Tik Tok Videos on 8/2/2021 at 6:00 p.m. at the bookstore.

The tags that had been left on the flower baskets purchased from Everlasting have been removed.

Ardelean recommends AZEE Business Solutions for social media marketing. Carroll shared her favorable experience with their branding techniques.

Fosters Coffee launches a new collaboration beer with North Peak Brewing. It is being released at Roma's the next Wednesday.

A reminder was made that board members may not miss more than 3 meetings.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER MOORE AND SUPPORTED BY AUTHORITY MEMBER OSIKA TO ADJOURN AT 8:44 A.M.

AYES: ALL. MOTION CARRIED.

MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Monday, July 26, 2021 – 6:30 P.M.

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

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Planning & Building Director Tanya Buckelew

MEMBERS PRESENT: Chairman Wascher, Vice-Chair Livingston, Secretary Fear, Commissioners Jenkins, Law, Taylor

MEMBERS ABSENT: Commissioners Morris, Robertson, Yerian

OTHERS PRESENT: Justin Sprague, CIB Planning

APPROVAL OF AGENDA:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY SECRETARY FEAR TO APPROVE THE AGENDA FOR July 26, 2021.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE MINUTES FOR THE May 24, 2021 MEETING.

YEAS ALL. MOTION CARRIED.

PUBLIC HEARINGS: NONE

OLD BUSINESS: NONE

NEW BUSINESS: Site Plan Review – 1465 McMillan

Justin Sprague, CIB Planning, presented his review and recommendations regarding the proposed site plan to build a new marijuana grow facility at 1465 McMillan. The property is zoned I-1, Light Industrial, where this use is a permitted land use.

REVIEW COMMENTS:

- 1. Information items.** The site plan meets the informational requirements of the ordinance.
- 2. Area and Bulk.** The proposed site was reviewed in accordance with *Article 16, Schedule of Regulations*, as described in the following table.

	Required	Provided	Comments
Front Yard Building Setback	40 ft.	40 ft. and 65 ft.	In compliance
Side Yard Building Setback	20	40 ft. and 70+ ft.	In compliance
Rear Yard Building Setback	0 ft.	20 ft.	In compliance
Maximum Building Height	40 ft.	17 ft.	In compliance

- 3. Building Design & Materials.** The ordinance states that durable building materials which provide

an attractive, quality appearance must be utilized. **The proposed building materials are consistent with the City of Owosso Zoning Ordinance.**

4. Building Height. The proposed building complies with the maximum building height.

5. Mechanical Units. The Zoning Ordinance requires that all exterior mechanical equipment be screened. **The applicant is proposing to provide screening by planting arborvitae around all exterior mechanical equipment, which is an acceptable option instead of fencing. We would recommend as a condition of approval that all screening landscaping shall be up kept and in good condition, and that fencing could be required as a future option for screening if the landscaping material should not survive or does not provide enough screening.**

6. Dumpster. The proposed dumpster meets ordinance requirements.

7. Site Lighting. Proposed lighting is predominantly in compliance with the Zoning Ordinance. **As shown on the plan, the applicant has lighting that is not directed fully at the ground. The ordinance requires that all lighting should be directed to the ground and not on an angle.**

8. Parking Lot Requirements. This requirement has been met.

9. Landscaping. The landscaping plan is in compliance with the ordinance.

10. Other Approvals. The proposed site plan must be reviewed and approved by the appropriate city departments, consultants, and agencies.

The Applicant/Owner Gus Mansour, Attorney Randi Hermitz, Members and Planner were also present to discuss their project and answer any questions from the Planning Commissioners. They are aware of the recommended changes from both the City Planner and the City Engineer. These changes will be made to the site plan and implemented for the construction process.

Discussion was held regarding the detention basin and ensuring the City Engineer requirements are met. Odor control was discussed and the use of carbon filters.

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER TAYLOR TO APPROVE THE SITE PLAN REVIEW FOR 1465 MC MILLAN AVE CONDITIONED UPON THE FOLLOWING RECOMMENDATIONS AS PROVIDED BY JUSTIN SPRAGUE, CITY PLANNER:

- 1. Submission of a revised site plan that satisfactorily addresses the items in this letter, for administrative review and approval;**
- 2. That the use of landscaping (arborvitae) is acceptable for shielding mechanical equipment, but that fencing may be required if the landscaped shielding should be compromised in the future (should the screening not fully shield the equipment or should the landscaping material not survive);**
- 3. That all proposed lighting be directed at 90 degrees fixed toward the ground; and**
- 4. Review and approval by the appropriate city departments, consultants, and agencies.**

YEAS: SECRETARY FEAR, COMMISSIONERS JENKINS, LAW, VICE-CHAIR LIVINGSTON, COMMISSIONERS TAYLOR, CHAIRMAN WASCHER

NAYS: NONE

RCV Motion Carried

OTHER BOARD BUSINESS:

Justin Sprague stated the City is ready to proceed forward with a rewrite to the Zoning Ordinance since the Master Plan has been completed. He has submitted the proposal for City Manager review and Council approval. He is proposing a complete rewrite and asks the board members to submit any updates and suggestions.

PUBLIC COMMENTS AND COMMUNICATIONS: NONE

ADJOURNMENT:

MOTION BY COMMISSIONER TAYLOR SUPPORTED BY COMMISSIONER LAW TO ADJOURN AT 7:15 P.M. UNTIL THE NEXT MEETING ON August 23, 2021.

YEAS ALL, MOTION CARRIED.

Janae Fear, Secretary