

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, FEBRUARY 7, 2022
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JANUARY 18, 2022:

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. Swearing In Ceremony - Fire Department Employee. A ceremony to swear in City Firefighter Erin O'Hara.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. First Reading and Set Public Hearing – Rezoning 701 South Chestnut Street. Conduct first reading and set a public hearing for Tuesday, February 22, 2022 to receive citizen comment regarding the request from Terry and Georgia Gregoricka to rezone the property at 701 South Chestnut Street from R-1, Single Family Residential District, to I-1, Light Industrial District.
2. Traffic Control Order - JARS Rail Jam. Approve request from JARS Owosso for the closure of South Lansing Street from West Main Street south 150' toward Lynn Street on Friday, February 25, 2022 at 9:00 a.m. thru Sunday, February 27, 2022 at 9:00 p.m. for the JARS Rail Jam and approve Traffic Control Order No. 1465 formalizing the request.

3. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointment:

Name	Board/Commission	Term Expires
Don Horton	Parks & Recreation Commission filling unexpired term of E. Greenway	06-30-2022

4. Professional Services Agreement – Termination. Authorize termination of the professional services agreement with Robert W. Baird & Co. Incorporated for services as Underwriter/Placement Agent/Municipal Advisor associated with three separate revenue bond issuances, per the terms of the agreement.
5. Professional Services Agreement – Underwriter/Placement Agent/Municipal Advisor. Authorize professional services agreements with MFCI, LLC, in an amount not to exceed \$36,000.00, to serve as Underwriter/Placement Agent/Municipal Advisor associated with three separate revenue bond issuances and further authorize payment to the firm for services rendered in accordance with the agreement.
6. Purchase Authorization Cancellation – Sodium Hypochlorite. Authorize cancellation of the purchase order with Jones Chemicals, Inc. for sodium hypochlorite due to the company's inability to fulfill the contract.
7. Purchase Authorization - Sodium Hypochlorite. Authorize a purchase agreement with Olin Corporation dba Olin Chlor Alkali Products and Vinyls for Sodium Hypochlorite utilizing the Lansing Board of Water & Light's joint purchasing consortium Mid-Michigan Drinking Water Consortium Bulk Chemical Contract in the amount of \$1.19 per gallon, with an estimated contract of \$21,633.90, plus \$425.00 for split deliveries, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2022.
8. Change to Street Lighting Contract – Addition of Street Light. Authorize amendment to the Street Light Contract with Consumers Energy to reflect the addition of one LED Cobrahead streetlight at 1633 Lynn Street, authorize the Mayor and City Clerk to execute appropriate documents, and approve payment to Consumers Energy in the amount of \$983.75 for installation.
9. Payment Authorization - Voting Equipment Maintenance. Authorize annual payment to Miller Consultants & Elections, Inc. dba Election Source for annual maintenance costs associated with voting equipment for the years 2022-2026 in an amount not to exceed \$28,230.00, in accordance with the State of Michigan Contract No. 071B7700117.
10. Professional Services Agreement - Governmental Accounting Services. Authorize a professional services agreement with Taylor and Morgan, C.P.A., P.C. for the provision of onsite governmental accounting services in an amount not to exceed \$40,000.00 and further authorize payment to the firm for services rendered in accordance with the contract.
11. Bid Award – Tree Removal – Option 3. Approve bid award to Advanced Tree Care Service, Inc. for the 2022 Tree Removal Contract – Option 3 in the amount of \$32,400.00 with a contingency amount of \$3,000.00 and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.
12. Tentative Bid Award – WWTP Solids Handling Project. Approve tentative bid award to Sorensen Gross Company of Flint, Michigan for the WWTP Solids Handling Project, a 2022 CWSRF project, in the amount of \$4,374,000.00, contingent upon receipt of SRF loan proceeds, and further approve payment to the contractor upon satisfactory completion of the project or portion thereof.
13. Check Register – December 2021. Affirm check disbursements totaling \$2,007,868.86 for December 2021.

14. Check Register – January 2022. Affirm check disbursements totaling \$12,473,208.75 for January 2022.

ITEMS OF BUSINESS

1. Property Purchase Offer. Authorize twenty-one (21) day posting period for the proposed purchase of 10.85 acres of vacant city owned property off of Penbrook Drive by Moxie Holdings, LLC in the amount of \$50,000.00.
2. Policy Amendment – Rules for Certain Traffic Control Orders. Consider amendments to the Rules and Regulations for the Issuance of Certain Traffic Control orders and corresponding application, updating the insurance coverage requirements.
3. Strike Delinquent Personal Property Taxes. Consider resolution authorizing the removal of \$2,583.23 in delinquent personal property taxes from the City tax rolls for years 2010-2015 due to uncollectibility and further authorize the City Treasurer to proceed with the procedure to strike said taxes from the appropriate tax rolls for the stated years.
4. Loan Write-Off - Brownfield Redevelopment Plan District #11. Consider writing off the loan (due from BRA) in the amount of \$5,858.45 associated with the installation of eight Chairman lights surrounding the property at 219 South Washington Street in 2006-2007 as a part of Brownfield Redevelopment Plan District #11 – Capitol Bowl.
5. Loan Purchase – Infrastructure Improvements for Brownfield Redevelopment Plan District #17. Consider authorizing the General Fund (101) to purchase the remaining portion of a long-term advancement issued from the Water Fund (591) in the amount of \$612,419.02, related to infrastructure improvements for Brownfield Redevelopment Plan - District #17 – Cargill-Sonoco site.
6. Ordinance Adoption - Bonding for SRF Financing – WWTP Solids Handling Improvements. Consider adoption of an ordinance to authorize and provide for the issuance of revenue bonds for SRF financing of the cost of acquisition and construction of solids handling equipment improvements at the Waste Water Treatment Plant under the provisions of Act 94, Public Acts of Michigan, 1933, as amended.
7. Capital Improvement Plan Adoption. Consider adoption of the 2022-2028 Capital Improvement Plan as adopted and recommended by the Planning Commission.

COMMUNICATIONS

1. Tanya S. Buckelew, Planning & Building Director. 2021 Planning Commission Annual Report.
2. Amy K. Fuller, Assistant to the City Manager. 2021 Parks & Recreation Commission Annual Report.
3. Brad A. Barrett, Finance Director. Monthly Financial Reports – December 2021.
4. Downtown Historic District Commission. Minutes of December 15, 2021.
5. Downtown Development Authority/Main Street. Minutes of January 5, 2022.
6. Downtown Development Authority/Main Street Special Meeting. Minutes of January 7, 2022.
7. Owosso Historical Commission. Minutes of January 10, 2022.
8. Downtown Historic District Commission. Minutes of January 19, 2022.
9. Planning Commission. Minutes of January 24, 2022.
10. WWTP Review Board. Minutes of January 25, 2022.
11. Parks & Recreation Commission. Minutes of January 26, 2022.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Tuesday, February 22, 2022

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF JANUARY 18, 2022
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER NICHOLAS L. PIDEK

PLEDGE OF ALLEGIANCE: COUNCILMEMBER JANA L. FEAR

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

ABSENT: None.

APPROVE AGENDA

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

Remove Consent Agenda 1. Traffic Control Order – JARS Rail Jam

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JANUARY 3, 2022

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of January 3, 2022 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Special Assessment District No. 2022-03 Maple Avenue, from Corunna Avenue to north end

City Manager Nathan R. Henne gave a brief presentation explaining how the special assessment amounts were determined. He noted that due to the high cost of reconstructing the street and the limited number of properties staff is recommending Council approve the Special Assessment Roll for a period of 15 years instead of the usual ten. He also noted that the street does not extend north all the way to the Great Lakes Central Railroad property, thus they will not be assessed.

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2022-03 for Maple Avenue from M-71 (Corunna Avenue) to the north end for street reconstruction.

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

Whereas, the Council, after due and legal notice, has met and there being no one to be heard, motion by Mayor Pro-Tem Osika that the following resolution be adopted:

RESOLUTION NO. 03-2022

**DISTRICT NO. 2022-03
MAPLE AVENUE
FROM CORUNNA AVENUE (M-71) TO NORTH END
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:

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

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 \$40,284.76 is hereby confirmed and shall be known as Special Assessment Roll No. 2022-03.
2. Said special assessment roll shall be divided into fifteen (15) installments, the first of which shall be due and payable on September 1, 2022, 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, 2022.
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, 2022 and shall be paid annually on each installment due date.
4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Adam Bronson, 3032 E. Juddville Road, indicated that he is a partial owner of property at 108 N. Chipman Street which was considered for rezoning at the last meeting. He said he was not present at the last meeting for various reasons, but that he had expected to receive notice as to when he needed to be here. He went on to explain the history of the parcel, indicated that he would be open to a conditional rezoning, and asked that Council reconsider the matter.

Mayor Eveleth thanked Mayor Pro-Tem Osika for running the last meeting in his absence.

CONSENT AGENDA

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

Traffic Control Order - JARS Rail Jam. (This item was removed from the agenda.)

Traffic Control Order No. 1466. Approve Traffic Control Order No. 1466 for no stopping, standing, or parking on the west side of Maple Avenue from Corunna Avenue to the north end upon completion of construction.

***Contract Extension – Auditing Services**. Approve a one-year extension of the professional services agreement with Gabridge & Company for auditing services for the 21-22 fiscal year, including a federal single audit, in the amount of \$32,000.00, and further authorize payment to the firm upon satisfactory completion of the project as follows:

RESOLUTION NO. 04-2022

RESOLUTION AUTHORIZING THE EXECUTION OF A LETTER OF ENGAGEMENT WITH GABRIDGE & COMPANY, PLC CERTIFIED PUBLIC ACCOUNTANTS, EXTENDING THE 2018 CONTRACT TO INCLUDE THE AUDIT OF THE FISCAL YEAR ENDING JUNE 30, 2022

WHEREAS, the city of Owosso, Michigan is required by the state of Michigan to have an independent audit performed annually according to generally accepted auditing standards; and

WHEREAS, the city requested proposals for the provision of auditing services, resulting in a professional services agreement with Gabridge & Company, PLC in April 2018; and

WHEREAS, said agreement had an original term of three years, with the option for two one-year extensions; and

WHEREAS, the city extended the agreement for one year in 2021 and now wishes to enter into the second, and final, one-year extension.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO,
SHIAWASSEE COUNTY, MICHIGAN:

FIRST: that the city of Owosso has heretofore determined that engaging Gabridge & Company, PLC, certified public accountants, is advisable and necessary to conduct and prepare an audit of the basic financial statements and prepare a federal single audit for the city of Owosso, Michigan;

SECOND: that the letter of engagement between the city of Owosso and Gabridge & Company, PLC, attached as Exhibit A with a cost not to exceed \$32,000, is hereby approved; and

THIRD: that the mayor and city clerk of the city of Owosso are hereby instructed and authorized to sign the document attached as Exhibit A for the city of Owosso.

FOURTH: payment of \$32,000 is hereby approved upon successful completion of the audit, with funding taken from the various funds being audited.

***Contract Amendment – Demolition of 623 Frazer Avenue.** Approve Amendment No. 1 to the contract for Demolition – 623 Frazer Avenue with S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel, adding \$8,700.00 for additional asbestos protections and removal, extending the completion deadline to March 31, 2022, and authorizing payment to the contractor up to the contract amount, including Amendment No. 1 as follows:

RESOLUTION NO. 05-2022

AUTHORIZATION OF AMENDMENT NO. 1 TO THE CONTRACT FOR DEMOLITION – 623 FRAZER AVENUE WITH S.A. SMITH PAVING & TRUCKING, INC. DBA SMITH SAND & GRAVEL

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel on September 20, 2021 for the demolition of the house at 623 Frazer Avenue to be completed by October 29, 2021; and

WHEREAS, as of October 29, 2021, Consumers Energy had not disconnected the gas and electric services to this property nor had the asbestos abatement survey been completed; and

WHEREAS, Consumers Energy completed the disconnects the first week of January 2022 and the asbestos survey and proper abatement process was also determined; and

WHEREAS, the City desires to expand the agreement to include asbestos containment and removal services, and extension of the completion deadline to March 31, 2022.

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 demolition contract for 623 Frazer Avenue with S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel to add asbestos containment and removal services in the amount of \$8,700.00 and extend the contract deadline to March 31, 2022.

SECOND: The mayor and city clerk are instructed and authorized to sign the document attached as Amendment No. 1 to the contract between the City of Owosso and S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel in the amount of \$8,700.00.

THIRD: The Accounts Payable Department is authorized to pay S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for work satisfactorily completed in the original amount of \$10,130.00, and Amendment No. 1 in the amount of \$8,700.00, for a total of \$18,830.00.

FOURTH: The above expenses shall be paid from account 101-370-818.000.

***Professional Services Agreement – Private Credit Assessment Services.** Approve professional services agreement with S&P Global Ratings for the provision of private credit assessment services in the amount of \$28,500.00, and further approve payment to the firm upon satisfactory completion of the contracted tasks as follows:

RESOLUTION NO. 06-2022

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
S&P GLOBAL RATINGS
FOR CREDIT ASSESSMENT SERVICES**

WHEREAS, on December 20, 2021 the City of Owosso, Shiawassee County, Michigan, approved two resolutions of intent to issue revenue bonds per Public Act 94 of 1933, as amended; and

WHEREAS, such revenue bonds will be purchased by the state of Michigan under their Drinking Water Revolving Loan Fund program and Clean Water State Revolving Fund program; and

WHEREAS, these state of Michigan programs require municipalities to include private credit assessments with their applications; and

WHEREAS, professional services are exempt from the city's adopted purchasing ordinance; and

WHEREAS, S & P Global Ratings provides such service that meets the requirements of the state of Michigan programs.

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 waive competitive bidding requirements and enter into a professional service agreement with S&P Global Rating to provide two private credit assessments for two separate revenue bond issuances involving the State of Michigan Drinking Water Revolving Loan Fund Program and Clean Water State Revolving Fund Program.

SECOND: The contract between the City of Owosso and S&P Global Ratings shall be in the form of a City Purchase Order.

THIRD: The accounts payable department is authorized to pay S&P Global Ratings for work satisfactorily completed at a cost estimated at \$28,500 under said professional services agreement.

FOURTH: The above expense shall be paid from the Water Fund 591.200.801.000 DWRF745801 and WWTP Fund 599.548.801.000 CESR571001.

***Repair Authorization – East Roughing Tower Pump.** Waive competitive bidding requirements, authorize the removal, inspection, rehabilitation, and installation of the east roughing tower pump at the WWTP by Professional Pump, Inc. in the amount of \$18,575.00, and further authorize payment to the contractor upon satisfactory completion of the work as follows:

RESOLUTION NO. 07-2022

**RESOLUTION AUTHORIZING THE EXECUTION
OF A PURCHASE ORDER FOR
REHABILITATION OF EAST ROUGHING TOWER PUMP
FOR THE WASTE WATER TREATMENT PLANT**

WITH PROFESSIONAL PUMP, INC.

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires rehabilitation of the east vertical turbine pump serving the roughing tower at its Waste Water Treatment Plant; and

WHEREAS, the pump was removed, disassembled and inspected by Professional Pump, Inc. at a cost of \$2,880.00 in accordance with a purchase order issued subsequent to a competitive request for quotation process, and this inspection process determined the need for replacement parts and labor as detailed in the January 12, 2022 quotation from Professional Pump, Inc. in the amount of \$15,695.00; and

WHEREAS, the City Utilities Director has reviewed the proposal and verified the parts and services needed to restore the pump to like-new condition, recommends waiving competitive bidding requirements, authorizing Professional Pump, Inc. to perform said work, and further authorizing payment to the contractor upon satisfactory reinstallation of the pump.

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 waive competitive bidding requirements according to Sec. 2-346(1) and authorize Professional Pump, Inc. to rehabilitate the pump at a cost of \$18,575.00.
- SECOND: The contract between the City and Professional Pump shall be in the form of a City Purchase Order.
- THIRD: The Accounts Payable Department is authorized to submit payment to Professional Pump, Inc. in an amount not to exceed \$18,575.00 upon satisfactory rehabilitation and reinstallation of the pump.
- FOURTH: The above expenses shall be paid from the Waste Water Fund Account No. 599-901-977.000.

***Contract Authorization – 2022 DWAM Grant Engineering Services.** Waive competitive bidding requirements, approve contract with Orchard, Hiltz, and McCliment, Inc. dba OHM Advisors for administrative services for the City's Drinking Water Asset Management Grant (DWAM) in the amount of \$120,810.00, and further approve payment to the engineer upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 08-2022

**AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS
FOR DWAM GRANT ADMINISTRATION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, renewed an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors for professional utilities engineering services with the adoption of Resolution No. 161-2021 on September 7, 2021 for the term of November 1, 2021 through October 30, 2022; and

WHEREAS, the City and Director of Public Services & Utilities desire to expand the contract to include administrative services for the DWAM Grant; and

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

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal as provided by OHM Advisors in the amount of \$120,810.00, and has determined that the scope of services submitted in response to a request for administrative services for the DWAM Grant is acceptable and recommends approval of the same.

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 waive competitive bidding requirements and enter into a contract with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors for the provision of administrative services for the DWAM Grant in the amount of \$120,810.00.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached as Addendum No.1 to the 2021 Professional Engineering Services Contract between the City of Owosso, Michigan and Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors for administrative services for the DWAM Grant.
- THIRD: The Accounts Payable Department is authorized to submit payment to OHM Advisors for work satisfactorily completed, in the amount of \$120,810.00 for said services.
- FOURTH: The above expenses shall be paid from the Water Funds Accounts 591-552-818.000-DWAMEGLE21 upon satisfactory completion of the work or portion thereof.

***Bid Award – 2022 Street Program – Contract No. 1.** Approve bid award to Malley Construction, Inc. for the 2022 Street Program – Contract No. 1 in the amount of \$154,458.55, authorize a contingency amount of \$15,000.00 for field adjustments by City staff, and further approve payment to the contractor upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 09-2022

AUTHORIZING THE EXECUTION OF A CONTRACT WITH MALLEY CONSTRUCTION, INC. FOR THE 2022 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 street improvements along Maple Avenue 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 and Local Streets funds to facilitate undertaking of the project; and

WHEREAS, the City of Owosso sought bids for the 2022 Street Program – Contract 1, and a bid was received from Malley Construction, Inc. and it is hereby determined that Malley Construction, 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 Malley Construction, Inc. for the 2022 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 Malley Construction, Inc. in the amount of \$154,458.55.

THIRD: The accounts payable department is authorized to pay Malley Construction, Inc. for work satisfactorily completed on the project up to the bid Contract amount of \$154,458.55, plus a contingency amount not to exceed \$15,000.00 for field adjustments authorized by city staff, for a total of \$169,458.55.

FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds and Local Street Account No. 203-451-818.000-MAPLESTR21.

Warrant No. 612. Authorize Warrant No. 612 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Caledonia utility fund payment-9/1/21-12/31/21	Water	\$45,908.62
Owosso Charter Township	Owosso charter township 2011 water agreement payment-9/1/21-12/31/21	Water	\$20,460.59

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ITEMS OF BUSINESS

Loan Write-Off - Brownfield Redevelopment Plan District #11

City Manager Henne gave a brief detail of the history of this item indicating the DDA had provided a \$60,000.00 loan to Capitol Bowl for infrastructure improvements to the area around their building. The loan was supposed to be paid back via TIF funds collected as a part of Brownfield Redevelopment Plan District #11, with the DDA third in line for payment. Unfortunately, the plan did not generate enough money to pay back the DDA loan and since that time the business has closed and the Brownfield Plan has expired, necessitating the write-off of the loan. The DDA/OMS Board has already approved writing off the loan.

Motion by Mayor Pro-Tem Osika to authorize writing off the loan (due from BRA) financed by the DDA in the amount of \$60,000 associated with infrastructure improvements made at 219 South Washington Street in 2006-2007 as a part of Brownfield Redevelopment Plan District #11 – Capitol Bowl as follows:

RESOLUTION NO. 10-2022

AUTHORIZE THE WRITING OFF OF CAPITOL BOWL / TRECHA ENTERPRISES AB, LLC LOAN ASSOCIATED WITH BROWNFIELD DISTRICT #11 AT 219 N. WASHINGTON STREET

WHEREAS, in January of 2006 fire claimed Owosso's downtown bowling alley, Capitol Bowl; and

WHEREAS, the Owosso City Council approved a Brownfield Redevelopment Plan for District #11 – Capitol Bowl, located at 219 N. Washington Street, on April 17, 2006 to induce the restoration of the site; and

WHEREAS, as a part of the plan the Owosso Downtown Development Authority (DDA) authorized a loan to Capitol Bowl / Trecha Enterprises AB, LLC in the amount of \$60,000 for infrastructure improvements around the property; and

WHEREAS, the Owosso Downtown Development Authority was third in line to be repaid for its loan with the use of captured tax dollars from the brownfield redevelopment plan (BRA); and

WHEREAS, Capitol Bowl closed in December 2020, the BRA plan ended in April 2021, and the BRA plan did not capture enough revenue to pay all of the loans taken on by the business in 2006, leaving the DDA as an unpaid creditor; and

WHEREAS, the Owosso DDA/Main Street Board voted at its January 5, 2022 meeting to recommend the loan be written off.

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

FIRST: it has been heretofore determined that it is advisable, necessary and in the public interest for the DDA to write off a loan (Due from BRA) financed by the DDA in the amount of \$60,000 associated with infrastructure improvements made at 219 Washington Street (Capitol Bowl) in 2006-2007.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

City Budget Amendment – 2021-22 Budget Amendment No. 1

Motion by Mayor Pro-Tem Osika to adopt Amendment No. 1 to the 2021-2022 Budget as follows:

ACCOUNT NUMBER	DESCRIPTION	2021-22 APPROVED BUDGET	2021-22 AMENDED BUDGET (6 MONTH)	2021-22 AMT CHANGE
ESTIMATED REVENUES	101 - GENERAL FUND			
101-000-501.506	GRANT-FEDERAL		56,178	56,178
101-000-539.531	LOCAL GRANT		2,000	2,000
101-000-539.573	LOCAL COMMUNITY STABILIZATION SHARE	65,000	75,000	10,000
101-000-539.575	REVENUE SHARING-CONSTITUTIONAL	1,279,571	1,406,485	126,914
101-000-662.000	DRUG FORFEITURES-ADJUDICATED		100	100
101-000-664.665	INTEREST INCOME-RESTRICTED ASSETS		50	50
101-000-664.666	ICMA INTEREST INCOME		50	50
101-000-671.673	SALE OF FIXED ASSETS		9,263	9,263
101-000-671.675	DONATIONS-PRIVATE		11,500	11,500
101-000-671.687	INSURANCE REFUNDS	125,000	116,123	(8,877)
101-000-671.692	RECOVERY OF BAD DEBTS		1,500	1,500

101-000-695.699	APPROPRIATION OF FUND BALANCE	827,490	772,984	(54,506)
TOTAL ESTIMATED REVENUES		8,744,235	8,898,407	154,172
APPROPRIATIONS	GENERAL FUND			
101-201-702.100	SALARIES	182,366	145,806	(36,560)
101-201-715.000	SOCIAL SECURITY (FICA)	14,345	11,155	(3,190)
101-201-818.000	CONTRACTUAL SERVICES	3,430	50,000	46,570
101-299-856.000	MISCELLANEOUS		84,958	84,958
101-335-716.000	FRINGES		125	125
101-441-702.400	WAGES - TEMPORARY		2,730	2,730
101-441-715.000	SOCIAL SECURITY (FICA)	40,773	40,982	209
101-966-999.296	TRANSFER TO DDA		36,000	36,000
TOTAL APPROPRIATIONS		8,744,235	8,875,077	130,842
NET OF REVENUES/APPROPRIATIONS - FUND 101			23,330	23,330
BEGINNING FUND BALANCE		6,799,527	6,799,527	
ENDING FUND BALANCE		6,799,527	6,822,857	23,330
ESTIMATED REVENUES	202 - MAJOR STREET FUND			
TOTAL ESTIMATED REVENUES		2,671,401	2,671,401	
APPROPRIATIONS	MAJOR STREET FUND			
202-486-728.000	OPERATING SUPPLIES		750	750
202-486-843.000	EQUIPMENT RENTAL		200	200
202-491-818.000	CONTRACTUAL SERVICES		22,627	22,627
202-492-843.000	EQUIPMENT RENTAL		10	10
TOTAL APPROPRIATIONS		2,159,372	2,182,959	23,587
ENDING FUND BALANCE - FUND 202		1,642,176	2,130,618	(23,587)
BEGINNING FUND BALANCE		1,130,147	1,642,176	512,029
ENDING FUND BALANCE		1,642,176	2,130,618	488,442
ESTIMATED REVENUES	208 - PARK/RECREATION SITES FUND			
208-000-664.664	INTEREST INCOME		25	25
208-000-695.699	APPROPRIATION OF FUND BALANCE	50,000	75,000	25,000
TOTAL ESTIMATED REVENUES		50,000	75,025	25,025
APPROPRIATIONS	PARK/RECREATION SITES FUND			
208-756-831.000	BUILDING MAINTENANCE		25	25
208-756-974.000	SYSTEM IMPROVEMENTS	50,000	75,000	25,000
TOTAL APPROPRIATIONS		50,000	75,025	25,025
NET OF REVENUES/APPROPRIATIONS - FUND 208				
BEGINNING FUND BALANCE		125,934	125,934	
ENDING FUND BALANCE		125,934	125,934	
ESTIMATED REVENUES	273 - OMS/DDA REVLG LOAN FUND			
273-000-671.686	LOAN REPAYMENTS		86,000	86,000
273-000-695.699	APPROPRIATION OF FUND BALANCE	1,000		(1,000)
TOTAL ESTIMATED REVENUES		1,500	86,500	85,000
APPROPRIATIONS	OMS/DDA REVLG LOAN FUND			
273-200-818.000	CONTRACTUAL SERVICES		9,175	9,175
TOTAL APPROPRIATIONS		1,500	10,675	9,175
NET OF REVENUES/APPROPRIATIONS - FUND 273			75,825	75,825
BEGINNING FUND BALANCE		1,231,276	1,231,276	

ENDING FUND BALANCE		1,231,276	1,307,101	75,825
ESTIMATED REVENUES	275 - HOUSING & REDEVELOPMENT			
275-000-501.522	GRANT - MSHDA: NEP		37,500	37,500
TOTAL ESTIMATED REVENUES			37,500	37,500
APPROPRIATIONS	HOUSING & REDEVELOPMENT			
275-690-818.100	CONTRACTUAL-HOUSING		33,500	33,500
TOTAL APPROPRIATIONS			33,500	33,500
NET OF REVENUES/APPROPRIATIONS - FUND 275			4,000	4,000
BEGINNING FUND BALANCE		73	73	
ENDING FUND BALANCE		73	4,073	4,000
ESTIMATED REVENUES	277 - OBRA FUND DISTRICT #20 - J&H OIL			
277-000-539.529	STATE SOURCES		116,888	116,888
TOTAL ESTIMATED REVENUES			116,888	116,888
APPROPRIATIONS	OBRA FUND DISTRICT #20 - J&H OIL			
277-901-965.000	CAPITAL CONTRIBUTION-PRIVATE		116,888	116,888
TOTAL APPROPRIATIONS			116,888	116,888
NET OF REVENUES/APPROPRIATIONS - FUND 277				
BEGINNING FUND BALANCE				
ENDING FUND BALANCE				
ESTIMATED REVENUES	287 - ARPA - AMERICAN RESCUE PLAN ACT			
287-000-528.000	OTHER FEDERAL GRANTS		1,511,520	1,511,520
287-000-664.664	INTEREST INCOME		100	100
TOTAL ESTIMATED REVENUES			1,511,620	1,511,620
NET OF REVENUES/APPROPRIATIONS - FUND 287			1,511,620	1,511,620
BEGINNING FUND BALANCE				
ENDING FUND BALANCE			1,511,620	1,511,620
ESTIMATED REVENUES	291 - OBRA FUND-DIST#11(CAPITOL BOWL)			
291-000-401.407	OBRA:TAX CAPTURE		358	358
TOTAL ESTIMATED REVENUES			358	358
APPROPRIATIONS	OBRA FUND-DIST#11(CAPITOL BOWL)			
291-730-801.000	PROFESSIONAL SERVICES:			
	ADMINISTRATIVE		864	864
TOTAL APPROPRIATIONS			864	864
NET OF REVENUES/APPROPRIATIONS - FUND 291			(506)	(506)
BEGINNING FUND BALANCE		6,017	6,017	
ENDING FUND BALANCE		6,017	5,511	(506)
ESTIMATED REVENUES	296 - DOWNTOWN DEVELOPMENT AUTHORITY			
296-000-600.626	CHARGE FOR SERVICES RENDERED		56,033	56,033
296-000-695.101	GENERAL FUND TRANSFER		36,000	36,000
TOTAL ESTIMATED REVENUES			92,033	92,033
APPROPRIATIONS	DOWNTOWN DEVELOPMENT AUTHORITY			
296-200-728.000	OPERATING SUPPLIES		2,500	2,500
296-200-810.000	INSURANCE & BONDS		3,000	3,000
296-200-820.300	TELEPHONE		180	180

296-299-702.100	SALARIES	62,000	62,000
296-299-715.000	SOCIAL SECURITY (FICA)	4,743	4,743
296-299-716.100	HEALTH INSURANCE	18,913	18,913
296-299-716.200	DENTAL INSURANCE	748	748
296-299-716.300	OPTICAL INSURANCE	111	111
296-299-716.400	LIFE INSURANCE	456	456
296-299-716.500	DISABILITY INSURANCE	364	364
296-299-717.000	UNEMPLOYMENT INSURANCE	33	33
296-299-718.200	DEFINED CONTRIBUTION	5,580	5,580
296-299-719.000	WORKERS' COMPENSATION	440	440
TOTAL APPROPRIATIONS		99,068	99,068
NET OF REVENUES/APPROPRIATIONS - FUND 296		(7,035)	(7,035)
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		(7,035)	(7,035)
ESTIMATED REVENUES	297 - HISTORICAL FUND		
297-000-664.664	INTEREST INCOME	25	25
TOTAL ESTIMATED REVENUES		32,900	32,925
APPROPRIATIONS	HISTORICAL FUND		
297-797-719.000	WORKERS' COMPENSATION	15	15
297-799-820.000	UTILITIES	3,900	3,900
TOTAL APPROPRIATIONS		31,428	35,343
NET OF REVENUES/APPROPRIATIONS - FUND 297		1,472	(2,418)
BEGINNING FUND BALANCE		63,010	64,482
ENDING FUND BALANCE		64,482	62,064
ESTIMATED REVENUES	298 - HISTORICAL SITES FUND		
298-000-695.699	APPROPRIATION OF FUND BALANCE	129,500	207,353
TOTAL ESTIMATED REVENUES		129,500	207,353
APPROPRIATIONS	HISTORICAL SITES FUND		
298-799-831.000	BUILDING MAINTENANCE	129,500	200,000
TOTAL APPROPRIATIONS		129,500	200,000
NET OF REVENUES/APPROPRIATIONS - FUND 298		7,353	7,353
BEGINNING FUND BALANCE		114,870	114,870
ENDING FUND BALANCE		114,870	122,223
ESTIMATED REVENUES	327 - DEBT SERVICE		
327-000-695.698	OTHER FINANCING SOURCES	7,371	7,371
TOTAL ESTIMATED REVENUES		804,777	812,148
APPROPRIATIONS	Fund 327 - DEBT SERVICE		
TOTAL APPROPRIATIONS		804,777	804,777
NET OF REVENUES/APPROPRIATIONS - FUND 327		7,371	7,371
BEGINNING FUND BALANCE		30,624	30,624
ENDING FUND BALANCE		30,624	37,995
ESTIMATED REVENUES	368 - 2009 SPECIAL ASSESSMENT		
368-000-664.664	INTEREST INCOME	2,986	2,986
TOTAL ESTIMATED REVENUES		2,986	2,986
NET OF REVENUES/APPROPRIATIONS - FUND 368		2,986	2,986

BEGINNING FUND BALANCE			
ENDING FUND BALANCE		2,986	2,986
ESTIMATED REVENUES	374 - 2012 SPECIAL ASSESSMENT		
374-000-401.404	SPECIAL ASSESSMENTS	3,510	3,510
374-000-401.445	INTEREST & PENALTIES ON TAXES	211	211
TOTAL ESTIMATED REVENUES		3,721	3,721
NET OF REVENUES/APPROPRIATIONS - FUND 374		3,721	3,721
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		3,721	3,721
ESTIMATED REVENUES	376 - 2013 SPECIAL ASSESSMENT		
376-000-401.404	SPECIAL ASSESSMENTS	2,364	2,364
376-000-401.445	INTEREST & PENALTIES ON TAXES	296	296
TOTAL ESTIMATED REVENUES		2,660	2,660
NET OF REVENUES/APPROPRIATIONS - FUND 376		2,660	2,660
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		2,660	2,660
ESTIMATED REVENUES	382 - 2016 SPECIAL ASSESSMENT		
382-000-401.404	SPECIAL ASSESSMENTS	1,397	1,397
382-000-401.445	INTEREST & PENALTIES ON TAXES	838	838
TOTAL ESTIMATED REVENUES		2,235	2,235
NET OF REVENUES/APPROPRIATIONS - FUND 382		2,235	2,235
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		2,235	2,235
ESTIMATED REVENUES	383 - 2017 SPECIAL ASSESSMENTS		
383-000-401.404	SPECIAL ASSESSMENTS	23,058	23,058
383-000-401.445	INTEREST & PENALTIES ON TAXES	4,673	4,673
TOTAL ESTIMATED REVENUES		27,731	27,731
NET OF REVENUES/APPROPRIATIONS - FUND 383		27,731	27,731
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		27,731	27,731
ESTIMATED REVENUES	384 - 2018 SPECIAL ASSESSMENTS		
384-000-401.404	SPECIAL ASSESSMENTS	69,229	69,229
384-000-401.445	INTEREST & PENALTIES ON TAXES	16,527	16,527
TOTAL ESTIMATED REVENUES		85,756	85,756
NET OF REVENUES/APPROPRIATIONS - FUND 384		85,756	85,756
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		85,756	85,756
ESTIMATED REVENUES	385 - 2019 SPECIAL ASSESSMENTS		
385-000-401.404	SPECIAL ASSESSMENTS	68,046	68,046
385-000-401.445	INTEREST & PENALTIES ON TAXES	7,286	7,286
TOTAL ESTIMATED REVENUES		75,332	75,332
NET OF REVENUES/APPROPRIATIONS - FUND 385		75,332	75,332
BEGINNING FUND BALANCE			
ENDING FUND BALANCE		75,332	75,332

ESTIMATED REVENUES	386 - 2020 SPECIAL ASSESSMENTS			
386-000-401.404	SPECIAL ASSESSMENTS		24,649	24,649
386-000-401.445	INTEREST & PENALTIES ON TAXES		6,173	6,173
TOTAL ESTIMATED REVENUES			30,822	30,822
NET OF REVENUES/APPROPRIATIONS - FUND 386			30,822	30,822
BEGINNING FUND BALANCE				
ENDING FUND BALANCE			30,822	30,822
ESTIMATED REVENUES	387 - 2021 SPECIAL ASSESSMENTS			
387-000-401.404	SPECIAL ASSESSMENTS		171,269	171,269
387-000-401.445	INTEREST & PENALTIES ON TAXES		72	72
TOTAL ESTIMATED REVENUES			171,341	171,341
NET OF REVENUES/APPROPRIATIONS - FUND 387			171,341	171,341
BEGINNING FUND BALANCE				
ENDING FUND BALANCE			171,341	171,341
ESTIMATED REVENUES	397 - 2009 LTGO DEBT			
TOTAL ESTIMATED REVENUES		76,460	76,460	
APPROPRIATIONS	Fund 397 - 2009 LTGO DEBT			
397-905-980.998	PAYING AGENT FEES	750	500	(250)
TOTAL APPROPRIATIONS		76,460	76,210	(250)
NET OF REVENUES/APPROPRIATIONS - FUND 397			250	250
BEGINNING FUND BALANCE				
ENDING FUND BALANCE			250	250
ESTIMATED REVENUES	401 - CAPITAL PROJECT FUND			
TOTAL ESTIMATED REVENUES		820,453	820,453	
APPROPRIATIONS	Fund 401 - CAPITAL PROJECT FUND			
401-000-975.000	BUILDING IMPROVEMENTS	342,980	350,000	7,020
TOTAL APPROPRIATIONS		820,453	827,473	7,020
NET OF REVENUES/APPROPRIATIONS - FUND 401			(7,020)	(7,020)
BEGINNING FUND BALANCE		181,053	181,053	
ENDING FUND BALANCE		181,053	174,033	(7,020)
ESTIMATED REVENUES	411 - CAPITAL PROJECTS-STREET PROGRAM			
411-000-664.664	INTEREST INCOME		140	140
411-000-695.699	APPROPRIATION OF FUND BALANCE	1,174,084	1,173,843	(241)
TOTAL ESTIMATED REVENUES		1,174,084	1,173,983	(101)
APPROPRIATIONS	Fund 411 - CAPITAL PROJECTS-STREET PROGRAM			
411-966-999.202	TRANSFER TO MAJOR STREET	674,084	668,993	(5,091)
411-966-999.203	TRANSFER TO LOCAL STREET	500,000	504,990	4,990
TOTAL APPROPRIATIONS		1,174,084	1,173,983	(101)
NET OF REVENUES/APPROPRIATIONS - FUND 411				
BEGINNING FUND BALANCE		2,173,241	2,173,241	
ENDING FUND BALANCE		2,173,241	2,173,241	
ESTIMATED REVENUES	494 - CAPITAL PROJECTS FUND			
Dept 000 - REVENUE				
494-000-529.530	INFRASTRUCTURE		34,665	34,665

494-000-695.699	APPROPRIATION OF FUND BALANCE	20,000	2,495	(17,505)
TOTAL ESTIMATED REVENUES		20,000	37,160	17,160
APPROPRIATIONS	Fund 494 - CAPITAL PROJECTS FUND			
494-270-834.000	MAINTENANCE	20,000	37,160	17,160
TOTAL APPROPRIATIONS		20,000	37,160	17,160
NET OF REVENUES/APPROPRIATIONS - FUND 494				
BEGINNING FUND BALANCE		36,297	36,297	
ENDING FUND BALANCE		36,297	36,297	
ESTIMATED REVENUES	588 - TRANSPORTATION FUND			
588-000-401.403	GENERAL PROPERTY TAX	40,000	37,527	(2,473)
588-000-695.699	APPROPRIATION OF FUND BALANCE		32,068	32,068
TOTAL ESTIMATED REVENUES		40,000	69,595	29,595
APPROPRIATIONS	Fund 588 - TRANSPORTATION FUND			
588-200-818.000	CONTRACTUAL SERVICES	88,089	69,595	(18,494)
TOTAL APPROPRIATIONS		88,089	69,595	(18,494)
NET OF REVENUES/APPROPRIATIONS - FUND 588		(48,089)		48,089
BEGINNING FUND BALANCE		81,523	33,434	(48,089)
ENDING FUND BALANCE		33,434	33,434	
ESTIMATED REVENUES	590 - SEWER FUND			
590-000-671.694	MISCELLANEOUS		1,900	1,900
TOTAL ESTIMATED REVENUES		2,081,500	2,083,400	1,900
APPROPRIATIONS	Fund 590 - SEWER FUND			
590-200-818.000	CONTRACTUAL SERVICES	13,000	18,100	5,100
TOTAL APPROPRIATIONS		2,270,405	2,275,505	5,100
NET OF REVENUES/APPROPRIATIONS - FUND 590		(188,905)	(192,105)	(3,200)
BEGINNING FUND BALANCE		3,787,078	3,598,173	(188,905)
ENDING FUND BALANCE		3,598,173	3,406,068	(192,105)
ESTIMATED REVENUES	591 - WATER FUND			
591-000-450.478	PERMITS-CALEDONIA TOWNSHIP		9,200	9,200
591-000-450.479	PERMITS-OWOSSO TOWNSHIP		17,968	17,968
591-000-600.640	MATERIAL & SERVICE	16,000	21,000	5,000
591-000-671.694	MISCELLANEOUS	1,500	15,000	13,500
TOTAL ESTIMATED REVENUES		4,032,200	4,077,868	45,668
APPROPRIATIONS	Fund 591 - WATER FUND			
591-200-818.000	CONTRACTUAL SERVICES	16,000	27,500	11,500
591-200-845.000	LEASE	1,700	1,720	20
591-200-856.000	MISCELLANEOUS		275	275
591-553-702.300	OVERTIME	38,500	35,800	(2,700)
591-553-818.000	CONTRACTUAL SERVICES	54,000	55,500	1,500
TOTAL APPROPRIATIONS		4,841,757	4,852,352	10,595
NET OF REVENUES/APPROPRIATIONS - FUND 591		(809,557)	(774,484)	35,073
BEGINNING FUND BALANCE		12,819,829	12,010,272	(809,557)
ENDING FUND BALANCE		12,010,272	11,235,788	(774,484)
ESTIMATED REVENUES	599 - WASTEWATER FUND			
TOTAL ESTIMATED REVENUES		5,487,110	5,457,110	

APPROPRIATIONS	Fund 599 - WASTEWATER FUND			
599-548-702.400	WAGES - TEMPORARY		3,900	3,900
599-548-715.000	SOCIAL SECURITY (FICA)	39,863	40,163	300
TOTAL APPROPRIATIONS		5,172,229	5,176,429	4,200
NET OF REVENUES/APPROPRIATIONS - FUND 599		314,881	310,681	4,200
BEGINNING FUND BALANCE		4,071,425	4,386,306	314,881
FUND BALANCE ADJUSTMENTS				(34,200)
ENDING FUND BALANCE		4,386,306	4,696,987	310,681
ESTIMATED REVENUES	661 - FLEET MAINTENANCE FUND			
TOTAL ESTIMATED REVENUES		705,000	705,000	
APPROPRIATIONS	Fund 661 - FLEET MAINTENANCE FUND			
661-891-703.000	OTHER COMPENSATION	10,000	10,500	500
661-891-716.500	DISABILITY INSURANCE		325	325
TOTAL APPROPRIATIONS		605,553	606,378	825
NET OF REVENUES/APPROPRIATIONS - FUND 661		99,447	98,622	(825)
BEGINNING FUND BALANCE		3,542,787	3,642,234	99,447
ENDING FUND BALANCE		3,642,234	3,740,856	98,622
ESTIMATED REVENUES - ALL FUNDS		28,875,410	31,450,061	(23,330)
APPROPRIATIONS - ALL FUNDS		28,994,132	29,533,551	23,330
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		(118,722)	1,916,510	
BEGINNING FUND BALANCE - ALL FUNDS		37,727,997	37,609,275	(118,722)
FUND BALANCE ADJUSTMENTS - ALL FUNDS				(825)
ENDING FUND BALANCE - ALL FUNDS		37,609,275	39,525,785	1,916,510

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

N. Bradley Hissong, Building Official. December 2021 Building Department Report.

N. Bradley Hissong Building Official. December 2021 Code Violations Report.

N. Bradley Hissong Building Official. December 2021 Inspections Report.

N. Bradley Hissong Building Official. December 2021 Certificates Issued Report.

Kevin D. Lenkart, Public Safety Director. December 2021 Police Report.

Kevin D. Lenkart, Public Safety Director. December 2021 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

There were no citizen comments.

Councilmember Pidek inquired as to the practice for notifying people of hearings. It was noted that staff followed the established notification process for an ordinance amendment as rezonings are handled as

ordinance amendments. Councilmember Pidek expressed his desire to see stakeholders contacted when hearings are held.

Councilmember Law echoed Pidek's sentiments saying no one reads the paper and posting a notice to Facebook was not adequate enough.

NEXT MEETING

Monday, February 07, 2022

BOARDS AND COMMISSIONS OPENINGS

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

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 7:52 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

*Due to their length, text of marked items is not included in the minutes. Full text of these documents is on file in the Clerk's Office.

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

The Owosso City Council will conduct an in-person meeting on February 7, 2022. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, February 7, 2022
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/86811468348?pwd=VWNSNm1GdnQzVnFXT0Y5dFgrdTJJdz09>
- **Meeting ID:** 868 1146 8348
- **Password:** 926074
- **One tap mobile**
 - +13017158592,,86811468348#,,,926074# US (Washington DC)
 - +13126266799,,86811468348#,,,926074# 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 February 7, 2022 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>

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.



MEMORANDUM

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

DATE: January 25, 2022
TO: Mayor Eveleth and the Owosso City Council
FROM: Planning Commission
SUBJECT: Rezoning Request 701 South Chestnut Recommendation

RECOMMENDATION:

The Planning Commission recommends amending the zoning ordinance to rezone the following parcel:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
701 S Chestnut St	050-546-000-026-00	R-1 Single Family	I-1 Light Industrial

Conduct first reading and set a public hearing for Tuesday, February 22, 2022 at 7:30 p.m. to receive citizen comment regarding the request to rezone the parcel at 701 S. Chestnut Street from R-1, Single Family District, to I-1 Light Industrial District.

BACKGROUND:

The City is in receipt of a rezoning request from Terry & Georgie Gregoricka to rezone the above listed parcel. The proposed use is a recreational vehicle indoor storage facility.

The Planning Commission, after mailing notices and holding a public hearing, voted at its regular meeting on January 24, 2022 to approve the rezoning requests.

FISCAL IMPACTS:

There are no direct fiscal impacts to the City

Document originated by: Tanya S. Buckelew, Planning & Building Director

RESOLUTION NO.

**AUTHORIZING FIRST READING & SETTING PUBLIC HEARING
TO AMEND CHAPTER 38, ZONING, OF THE CODE OF ORDINANCES
TO REZONE A PARCEL OF REAL PROPERTY AT 701 S. CHESTNUT STREET
AND AMEND THE ZONING MAP**

WHEREAS, the City of Owosso received a request from Terry and Georgie Gregoricka, owners of the property located at 701 South Chestnut Street, parcel # 050-546-000-026-00, to rezone the parcel from R-1 Single Family to I-1 Light Industrial District; and

WHEREAS, the Planning Commission published and mailed notices for the request, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the Planning Commission finds that the proposed rezoning meets the intent and criteria for a zoning amendment as it relates to the master plan and the zoning ordinance; and

WHEREAS, the Planning Commission recommends the rezoning of a select parcel in the area to reduce spot zoning and create an area with effective zoning for potential development and economic growth; and

WHEREAS, the City staff and Planning Commission recommend, without reservations or conditions, the rezoning of the following parcel:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
701 S Chestnut St	050-546-000-026-00	R-1 Single Family	I-1 Light Industrial

and

WHEREAS, a public hearing by the City Council is required before any such ordinance amendment can be approved.

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

SECTION 1. OFFICIAL ZONING MAP AMENDMENT. That Chapter 38, Zoning, Sec. 38-27, *Zoning Districts and Map*, is proposed to reflect the following changes, to be noted on the official map and filed with the city clerk:

Parcel Address	Parcel Number	Current Zoning	Proposed Zoning
701 S Chestnut St	050-546-000-026-00	R-1 Single Family	I-1 Light Industrial

SECTION 2. PUBLIC HEARING. A public hearing is set for Tuesday, February 22, 2022 at 7:30 p.m. in the City Hall Council Chambers, 301 West Main Street, Owosso for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

SECTION 3. NOTICE. Council hereby directs staff to supply a public notice concerning the rezoning to a newspaper of general circulation within the city.

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

SECTION 5. EFFECTIVE DATE. This amendment shall become effective twenty days after passage.

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, MI 989-725-0535
building@ci.owosso.mi.us**TO THE OWOSSO CITY COUNCIL:**

I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested

1. PROPERTY TO BE REZONED:Address: 701 S. CHESTNUTParcel ID #: 050-546-000-026-00Legal Description: SEE ATTACHEDFrontage in feet: 231.81Depth in feet: 624.44**2. PROPERTY OWNERSHIP:**Name: Terry & Georgia GregorickAddress: 2300 N Chipman RdPhone Number: 989 277-4235 E-mail: Tegecorp@aol.com**3. ZONING REQUEST:**Current Zoning: R-1Requested Zoning: I-1 Light Industrial**4. PROPOSED USE OF THE PROPERTY:**RV & Indoor StorageMOVE MAIN BUILDING DESIGNE INTO INDUSTRIAL USE

Indicate why, in your opinion, the requested change is consistent with the ordinance in prompting and protecting the public health, safety, peace, morals, comfort, convenience and general welfare of the inhabitants of the city of

Owosso: THIS IS A CLEAN USE AND IS SURROUNDED BY INDUSTRIAL USE. ADS, WIRE ELECTRIC, AGENCIES*The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.*Signature of Applicant: [Signature]Date: 1-5-22

1. Application fee is \$550.00 + \$5.00 per acre.

3.323 acres 550 + 16.62 = 566.62

2. Escrow fee (Consultant fees for planning, zoning) is \$1,500

1500

- A cash deposit of \$1,500.00 shall be placed with the City of Owosso
- The City will let the applicants know when additional funds are needed (typically when about 25% is remaining).
- Should there be funds remaining in the account after completion of the project, the balance will be returned

2066.62

3. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

4. Application must be received by the end of the previous month before Planning Commission meeting. City Council will address the rezoning at the following Council Meeting after Planning Commission makes its recommendations for the rezoning.

2022 Meeting Date**Submittal Deadline****2022 Meeting Date****Submittal Deadline**

January 24

December 29

July 25

June 30

February 28

January 31

August 22

July 29

March 28

February 28

September 26

August 31

April 25

March 31

October 24

September 30

May 23

April 29

November 28

October 31

June 27

May 31

December 12

November 21

FOR OFFICIAL USE ONLYCase # PREZ 2022-01Planning Commission Hearing Date 01-24-2022Receipt # 554597

Action Taken

Date Filed 01-05-2022

City Council Hearing Date


Description Checked [Signature]

Action Taken


This map illustrates a city block with the following streets and lot details:


- Streets:** S Chestnut St, Gregory St, Nafus St, W Stewart St, Bock St, Tracy St, and Isham St.
- Lots and Building Footprints:**
 - Top Left:** Lots 409, 630, 630, 770.
 - Top Right:** Lots 501, 0, 621, 621.5, 623, 635, 640, 641, 650, 1620.
 - Center:** Large red lot 701, surrounded by lots 700, 704, 708, 712, 775, 1740, 1716, 716, 1704, 1700.
 - Bottom Left:** Lots 1938, 802, 816.
 - Bottom Center:** Lots 1817, 807, 811, 1813, 1803, 812, 817, 814, 821, 816.
 - Bottom Right:** Lots 1711, 1709, 1705, 1701, 806, 811, 813, 815, 808, 824.
 - Far Right:** Lots 1625, 1623, 1605, 1603, 1523, 815, 817, 821, 825.

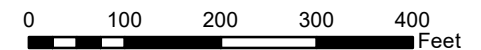
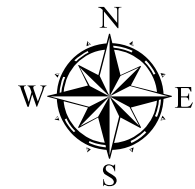
Subject Parcel

 701 S. Chestnut St.

**Areas within 300'
of Subject Parcel**

 City of Owosso

 Owosso Township





January 18, 2022

Planning Commission
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Subject: REZONING
Location: 701 S Chestnut Chipman Street
Size of Site: 3.23 acres
Request: To rezone roughly 3 acres at 701 S. Chestnut Street from R-1 Residential, to I-1 Light Industrial.
Applicant: City of Owosso

Dear Planning Commissioners:

At your request, we have reviewed the above application from Terry and Georgia Gregoricka to rezone 3 acres from R-1 Residential to I-1, Light Industrial. The property currently has a structure and a parking lot, and the applicant would like to develop an indoor storage facility for recreational and other vehicles. The applicant will need to submit a full site plan for review and approval prior to any new development on the property.

Our comments are based on a review of the information submitted by the applicant, a site visit, meetings with the applicant, discussions with the Planning Commission, and conformance to the City's Master Plan and Zoning Ordinance. In reaching a decision on the application, the Planning Commission should consider our comments along with those from other staff and consultants, relevant input from the public, additional information provided by the applicant, and your own findings based on ordinance standards as part of your deliberation and recommendation to City Council.

LOCATION AND DESCRIPTION

The subject parcel is located along the east side of S. Chestnut Street, north of the intersection of Stewart Street. The parcel is shaped like a rectangle and is surrounded by commercial and industrial uses on three sides. The property is identified in the master plan as a "District" for industrial uses.

EXISTING LAND USE, ZONING AND FUTURE LAND USE

	Existing Land Use	Zoning	Master Plan
Subject Site	Existing structure with 20-space parking lot	R-1 Residential	District - Industrial
North	Industrial & Office	Industrial and Office	District - Industrial

17195 Silver Parkway, #309
Fenton, MI 48430

Phone: 810-734-0000
Email: sprague@cibplanning.com

South	Industrial	Industrial and Multi-Family	District – Industrial
East	Residential	R-1	Residential
West	Industrial	Industrial	District – Industrial

***The map below is the existing zoning map for the City of Owosso**



DISCUSSION

In considering any petition for an amendment to the official zoning map, the planning commission and city council shall consider the following criteria in making its findings, recommendations and decision:

1. Consistency with the goals, policies, and future land use map of the City of Owosso Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.

Finding – This rezoning would be consistent with both the intent of the Zoning Ordinance and the recently adopted Master Plan which shows this area a future industrial district.

2. Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.

Finding – While this site would be compatible with the host of uses permitted under the I-1 Zoning Classification, it should be noted that there are residential properties to the east of this site, so any new development will need to be screened and buffered appropriately.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) use permitted under the current zoning.

Finding – To our knowledge, no evidence exists showing that the applicant could not receive a reasonable return on investment through developing the property as residential, the rezoning would be compatible with the Master Plan.

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

Finding – As noted above, there is residential properties to the east of this site, however property to the north, south and west are all either existing commercial or industrial uses.

5. The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."

Finding – There should be no issues with existing infrastructure being able to accommodate and service this site.

6. The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

Finding – We find that the proposed use is more commercial in nature than industrial, however the proposed use fits in the industrial district. There is some land available for industrial development in the city, however not much.

7. The request has not previously been submitted within the past one (1) year, unless conditions have changed, or new information has been provided.

Finding – This application has not been previously before the City.

RECOMMENDATION

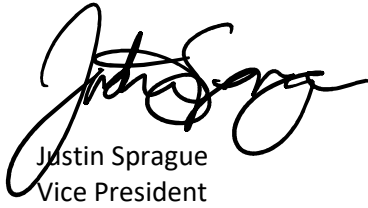
Based upon the above comments, **we recommend approval of the rezoning request for 701 S. Chestnut based on the following items;**

1. That the request is not in conflict with the Master Plan or the Zoning Ordinance;
2. The site is compatible with uses in the proposed I-1 Zoning District;
3. The applicant is not rezoning to increase the return on investment of the property;
4. That the Planning Commission understands that the proposed use may be more compatible with surrounding land uses;
5. Infrastructure to the site is appropriate for the proposed use; and
6. The request has not been previously submitted to the City for consideration.

We look forward to discussing this with you at your January Planning Commission meeting. If you have any further questions, please contact us at 810-734-0000.

Sincerely,

CIB Planning

A handwritten signature in black ink, appearing to read "Justin Sprague", written in a cursive style.

Justin Sprague
Vice President



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

MEMORANDUM

DATE: December 27, 2021

TO: City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: Traffic Control Order # 1465

Stefanie Michels, JARS Holdings Marketing Director, is requesting a street closure for the JARS Owosso event. The certificate of insurance is pending.

LOCATION:

South Lansing Street from West Main Street and 150ft south towards Lynn Street

DATE:

February 25th, 26th and 27th, 2022

TIME:

8:00 am – 9:00 pm

The Public Safety Department has issued Traffic Control Order# 1465 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends 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

1465

12/27/21

10:00 am

REQUESTED BY

Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL

Street Closure

LOCATION OF CONTROL

South Lansing Street from West Main Street and 150ft south towards Lynn Street

EVENT:

JARS Owosso

DATE: February 25th – 27th, 2022

TIME: 8:00 am – 9:00 pm

APPROVED BY COUNCIL

_____, 20 ____

REMARKS



JARS OWOSSO COMMUNITY EVENT

Overview

To celebrate our customers and community in the city of Owosso, JARS is seeking to host a free event Saturday, Feb. 26 from 1-9PM on S. Lansing Street. Consumers can either spectate or participate in JARS Rail Jam, which will feature a 90 ft. course with a prize pool for both skiers and snowboarders.

Details

Example Registration: <https://jarscannabis.com/events/jars-rail-jam/>

Participant Requirements: Must be 18+, US resident, free registration, waiver required

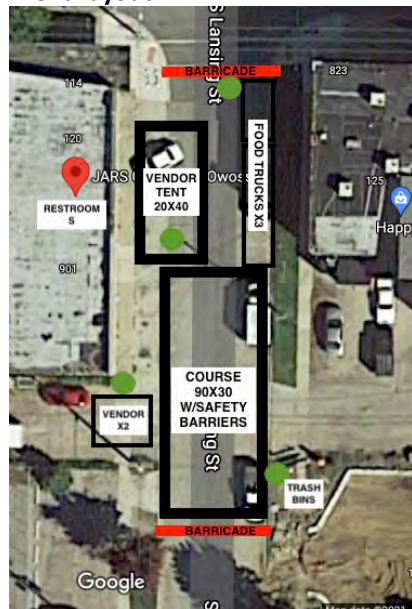
Competition: Jam format, 3 judges, ski & snow category

Spectators: Watch the competition, enjoy local vendors, music and food

Course Rendering



Event Layout



Waiver, COI, TCO application following pages



RELEASE OF LIABILITY AND ASSUMPTION OF RISK¹

The individual named below (referred to as "**I**" or "**me**") desires to enter the building and surrounding premises located at [REDACTED] (the "**Activity**"), which is owned by [REDACTED], a Michigan limited liability company (the "**Company**"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I acknowledge the contagious nature of COVID-19 and assume the risk that I may be exposed to or infected by COVID-19 by my participation in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and even death. I understand and assume the risk of becoming exposed to or infected by COVID-19 during my participation in the Activity caused by the actions, omissions, or negligence of others, including, but not limited to, the Company and the Releasees.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

¹ NTD: Before signing, please consult with John Kenny (Taft attorney).



I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Oakland County, Michigan and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]



BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Company Name:

Date: _____



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

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

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: JARS Holdings LLC; JARS Owosso Date: 12/1/2021

Primary Contact Person Stefanie Michels
Name: Marketing Director
Title: 901 W. Main St.
Address: Owosso, MI 48867
314.258.4593
Phone:

Feb. 25-27, 2022 Requested Date(s): 8AM-9PM Requested Hours:

S. Lansing St. from W. Main St and 150ft. south towards
Area Requested (Parking Lot - Parade Route): Lynn St.

Free Community Event- Saturday, Feb. 26.
Detailed description of the use for which the request is made: We'll be hosting a snowboarding competition, local vendors and local food.

- ☒ 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



JARSH-1

OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benchmark Financial Ltd. 30600 Telegraph Rd. Ste. 3355 Bingham Farms, MI 48025 Steven A. Jaboro	248-642-0700	CONTACT NAME: Sam Nanu PHONE (A/C, No, Ext): 248-642-0700 FAX (A/C, No): 248-642-0701 E-MAIL ADDRESS: snanu2@ben-fin.com
INSURED Jars Holdings LLC 803 W. Big Beaver Rd Ste 202 Troy, MI 48084		INSURER(S) AFFORDING COVERAGE INSURER A : Kinsale Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		0100176639-0	02/25/2022	02/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Owosso is listed as additional insured. This policy shall be primary and non-contributory to any other insurance the City of Owosso has. Event Location-S Lansing St from W. Main St and 150ft south towards Lynn St.

CERTIFICATE HOLDER

CANCELLATION

OWOSSOC The City of Owosso 301 W Main St Owosso, MI 48867	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Steven A. Jaboro
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY DECLARATIONS CHANGES

Attached To and Forming Part of Policy 0100176639-0	Effective Date of Endorsement 02/25/2022 12:01AM at the Named Insured address shown on the Declarations	Named Insured Jars Holdings LLC
Additional Premium: \$500		Return Premium:

MI Tax \$12.50
TOTAL A/P \$512.50

Policy Change Number: 3

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following item(s):

	Named Insured	X	Insured's Mailing Address
	Policy Number		Company
X	Effective/Expiration Date		Insured's Legal Status/Business of Insured
	Retroactive Date		Premium Basis
	Additional Interested Parties	X	Coverage Form and Endorsements
	Limits/Exposures		Deductibles
X	Covered Property/Located Description		Classification/Class Codes
	Rates		Description of Operations
	Broker of Record		Increase/Decrease in Policy Values
	Company Fee Amendment		Location Address
	Extended Reporting Period Endorsement		

is (are) changed as shown {See Additional Pages(s)}:

The above amendments result in a change in the premium as shown above.

<input type="checkbox"/>	If this box is checked, any additional premium shown above is considered non-refundable as of the effective date of the endorsement.
--------------------------	--

POLICY CHANGES ENDORSEMENT DESCRIPTION

The policy term has been amended to read: From 02/25/2022 To: 02/27/2022 at 12:01 AM at the address of the name insured.

Amend Mailing Address to: 803 W. Big Beaver Rd Ste 202, Troy, MI 48084

Amend Forms:

CAS2018-0110 - Coverage For Designated Events - Commercial General Liability

CAS2042-0418 - Limitation of Coverage A and Coverage C to Designated Location(s) or Project(s) or Event(s)

Signed By:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - EXCLUDING
PRODUCTS/COMPLETED OPERATIONS**

<i>Attached To and Forming Part of Policy</i> 0100176639-0	<i>Effective Date of Endorsement</i> 02/26/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Jars Holdings LLC
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

- A. SECTION II - WHO IS AN INSURED** is amended to include any person or organization you are required to include as an Additional Insured on this Policy by written contract in effect during the policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the Named Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract to provide for such Additional Insured.
- B.** The insurance provided to the Additional Insured under this endorsement is limited as follows:
1. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard."
 2. Any insurance provided by this endorsement to an Additional Insured shall be excess over any other valid and collectible insurance available to the Additional Insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance apply on a primary or primary and noncontributory basis.
 3. Where there is no duty to defend the Named Insured, there is no duty to defend the Additional Insured. Where there is no duty to indemnify the Named Insured, there is no duty to indemnify the Additional Insured.
 4. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the Additional Insured or any employees of the Additional Insured.
- C.** With respect to the insurance afforded to the Additional Insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the written contract; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

D. Duties of the Additional Insured in the event of "occurrence", claim or "suit":

- 1.** The Additional Insured must promptly give notice of an "occurrence", a claim which is made or a "suit", to any other insurer which has insurance for a loss to which this insurance may apply.
- 2.** The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer which also issued insurance to the Additional Insured as a Named Insured or to which the Additional Insured may qualify as an Additional Insured for a loss to which this insurance may apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Boards and Commissions Application

Please return your completed application to the City Clerk's office at 301 ^WE. Main St, Owosso, MI 48867.

Application for appointment to: PARKS COMMISSION
Name of board(s) or commission(s)

DONALD L. HORTON

Name:

[REDACTED]

Email:

[REDACTED]

Phone:

840 W. CORUNNA AVE APT. 4-B

Address:

CORUNNA

City:

MI

State:

48817

Zip:

Why do you wish to serve on this board or commission?

I WAS ASKED TO by AMY FULLER
IT SOUNDS INTERESTING

Briefly describe community activities you have been involved in:

SALVATION ARMY COUNCIL
PAST PRESIDENT CHAMBER OF COMMERCE
50 YR MEMBER KIWANIS

Briefly describe the skills and experience you would bring to this position?

LEADERSHIP, ORGANIZATION

What is your education and training background?

SOME COLLEGE FERRIS ST. UNIV. TRADES + IND.
BANKER FOR 10 YEARS 5@ STATE SAVING & 5@ OWOSSO
SAVINGS BANK

What is your job experience?

REAL ESTATE SALES PERSON/BROKER & APPRAISER FOR PAST 50 YRS
OWNED DON HORTON REALTORS 25 YRS
PAST PRES. of SHIA CO. BRD OF REALTORS

Important Public Records Information

All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the Clerk at (989) 725-0500 if you have questions or concerns about the disclosure of specific information.

Truth and Accuracy

I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

A handwritten signature in blue ink, reading "Ronald L. Horton", written over a horizontal line.

Signature

A handwritten date in blue ink, reading "1/24/22", written over a horizontal line.

Date



MEMORANDUM

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

DATE: January 31, 2022

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Terminate Professional Services Agreement with Robert W. Baird & Co. Inc. & Authorize Professional Services Agreement with MFCI, LLC

RECOMMENDATION:

The Finance Department recommends terminating the professional service agreements with Robert W. Baird & Co. Incorporated associated with loan facilitation for Clean Water State Revolving Fund Project No. 5710-01 and Drinking Water Revolving Fund Projects Nos. 7555-01 and 7458-01.

The Finance Department recommends entering into professional service agreements with MFCI, LLC (MFCI) as its municipal advisor associated with the Clean Water State Revolving Loan Fund project and Drinking Water Revolving Fund projects noted above.

BACKGROUND:

In October 2021, the Owosso City Council approved professional service agreements with Robert W. Baird to be its municipal advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board in association with three revenue bond issuances. The bond issuances are to finance capital improvement projects at the wastewater treatment plant, replace lead service lines throughout the city, replace the Center Street water main and rehabilitate water towers. RW Baird costs for such services were contracted at \$56,250.

In January 2022, the city was informed its primary contact / account representative with RW Baird moved to MFCI, LLC. MFCI has presented professional services agreements for similar work and representation in the amount of \$36,000.

The city's agreements with RW Baird have termination language that states the following:

"The term of this engagement shall extend from the date of this letter to the closing of the Loan. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party."

The city's bond attorney, Eric McGlothlin, Dickinson Wright, has been informed of such events.

FISCAL IMPACTS:

Underwriter/placement agent/municipal fees are estimated at \$36,000 with MFCI, LLC a savings of \$20,250. This expense will be charged to the Water Fund (591.200.801.000) and the Sewer Collection Fund (590.200.801.000). This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state.

Attachments: (1) Resolution
(2) Professional Services Agreements
(3) Termination Letter

RESOLUTION NO.

**TERMINATING PROFESSIONAL SERVICES AGREEMENTS WITH
ROBERT W. BAIRD & CO. INCORPORATED**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to obtain the services of an underwrite/placement agent/municipal advisor for debt issuances; and

WHEREAS, the City of Owosso is undertaking water and sewer infrastructure improvement projects involving the issuance of debt; and

WHEREAS, the City of Owosso entered into professional services agreements with Robert W. Baird & Co. Incorporated in October 2021 to assist with the issuance of bonds for the noted projects; and

WHEREAS, the City of Owosso wishes to terminate said agreements due to a change in key personnel at the firm; and

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to terminate its professional service agreements with Robert W. Baird & Co. Incorporated as allowed under paragraph 4 of the engagement letters.
- SECOND: The mayor and city clerk are instructed and authorized to sign a termination letter addressed to Robert W. Baird & Co. Incorporated regarding the three loan facilitation agent engagement letters and staff is instructed to send said letter.



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

SENT VIA ELECTRONIC MAIL

February 7, 2022

R.W. Baird & Co. Incorporated
c/o Michael McCarty / Alyson Hayden
MMcCarty@rwbaird.com
ahayden@rwbaird.com

RE: Loan Facilitation Agent Engagement Letters/DWRF 7458-01 and 7555-01 each dated as of December 9, 2021

Loan Facilitation Agent Engagement Letter/SRF 5710-01 dated as of December 9, 2022

To Whom It May Concern:

The City of Owosso (the “City”) provides this letter as notice that it elects to terminate each of the engagement letters referenced above pursuant to paragraph 4 of each of the referenced engagement letters.

The City requests that R.W. Baird & Co. Incorporated forward all file materials relating to the DWRF and SRF loans referenced above to a loan facilitation agent or municipal advisor to be designated by the City.

Sincerely,

Christopher Eveleth
Mayor

Amy Kirkland
City Clerk

RESOLUTION NO.

**AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS WITH
MFCI, LLC TO SERVE AS UNDERWRITER/PLACEMENT AGENT/MUNICIPAL
ADVISOR FOR 2022 BOND ISSUANCES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to obtain the services of an underwrite/placement agent/municipal advisor for debt issuances; and

WHEREAS, the City of Owosso is undertaking water and sewer infrastructure improvement projects involving the issuance of debt; and

WHEREAS, the City of Owosso recently terminated its agreements with Robert W. Baird & Co. Incorporated for said services; and

WHEREAS, the City of Owosso has been approached by MFCI, LLC offering to provide the required services for a significantly lower price; and

WHEREAS, MFCI, LLC is a Michigan independent financial services company qualified to provide said services; and

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

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into professional service agreements with MFCI, LLC to provide underwriter/placement agent/municipal advisor services associated with three separate revenue bond issuances involving the State of Michigan Drinking Water Revolving Loan Fund program and Clean Water State Revolving Fund program.
- SECOND: The mayor and city clerk are instructed and authorized to sign professional services agreements between the City of Owosso and MFCI, LLC, as attached, estimated at \$36,000, for three separate revenue bond issuances.
- THIRD: The accounts payable department is authorized to pay MFCI, LLC for work satisfactorily completed up to the amount of \$36,000 under said professional services agreements.
- FOURTH: The above expense shall be paid from the Water Fund 591.200.801.000 and Sewer Collection Fund 590.200.801.000.

**PROFESSIONAL SERVICES AGREEMENT
FOR
SERVICES RELATED TO THE ISSUANCE OF DWSRF PROJECT BONDS
WITH MFCI, LLC**

This signature page is attached and made part of the agreement for professional services dated January 28, 2022 between the city of Owosso, Michigan (City) and MFCI, LLC (Firm) providing for professional services.

CITY OF OWOSSO DWSRF PROJECT NO. 7555-01
LEAD SERVICE LINE REPLACEMENT FINANCING

PROJECT SCOPE OF WORK

The project scope of work is attached as: City of Owosso Drinking Water State Revolving Fund Project Number: 7555-01 Lead Service Line Replacement Financing.

COMPENSATION

The cost proposal of the Firm for the project is attached as: City of Owosso Drinking Water State Revolving Fund Project Number: 7555-01 Lead Service Line Replacement Financing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the date indicated below.

Approved by Council: February 7, 2022

For the Firm:

MFCI, LLC

For the City:

City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth, Mayor

By: _____

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2022

Executed: _____, 2022

**PROFESSIONAL SERVICES AGREEMENT
FOR
SERVICES RELATED TO THE ISSUANCE OF CWSRF & DWSRF PROJECT BONDS
WITH MFCI, LLC**

This signature page is attached and made part of the agreement for professional services dated January 28, 2022 between the city of Owosso, Michigan (City) and MFCI, LLC (Firm) providing for professional financial services.

CITY OF OWOSSO - STATE REVOLVING FUND FINANCING
CWSRF Project Number: 5710-01 Wastewater Treatment Plant Solids Handling
DWSRF Project Number: 7458-01 Water Main Replacement and Water Tower Rehab

PROJECT SCOPE OF WORK

The project scope of work is attached as: City of Owosso State Revolving Fund Financing.

COMPENSATION

The cost proposal of the Firm for the project is attached as: City of Owosso State Revolving Fund Financing, Appendix C, in the amount of:

CWSRF Project No. 5710-01 - Wastewater Treatment Plant Solids Handling: \$20,250

DWSRF Project No. 7458-01 - Water Main Replacement and Water Tower Rehab: \$15,750

The Firm shall submit for payment upon completion of the assignment.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the date indicated below.

Approved by Council: February 7, 2022

For the Firm:

MFCI, LLC

For the City:

City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth, Mayor

By: _____

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2022

Executed: _____, 2022

January 28, 2022

VIA EMAIL

Brad A. Barrett
Finance Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

**Re: City of Owosso Drinking Water State Revolving Fund
Project Number: 7555-01 Lead Service Line Replacement Financing**

Dear Mr. Barrett:

This letter serves to record the terms of our engagement to represent the City of Owosso (the “City”) as a client with regard to the captioned matters.

Our firm (“MFCI, LLC” or the “firm”) is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) (www.sec.gov) and the Municipal Securities Rulemaking Board (MSRB) (www.msrb.org).

MFCI, LLC agrees that the scope of our services in connection with the captioned matters is as follows:

Drinking Water State Revolving Fund (DWSRF) Lead Service Line Replacement Financing

- Review of documentation from prior financial advisor relationship;
- Coordinate the completion and submittal of the Loan Applications with the City;
- Evaluate the proposed structure and terms of the Loan;
- Assist in the preparation of materials to apply and attain a credit assessment letter, if any;
- Assist working group with closing activities.

The services provided by MFCI, LLC are limited to the services described above unless otherwise agreed to in writing by MFCI, LLC.

Unless otherwise provided above, MFCI, LLC is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about MFCI, LLC provided by MFCI, LLC for inclusion in such documents.

Fees:

Our fees on these matters are based on a fee schedule attached hereto as Appendix C. As a professional courtesy to the City, MFCI has waived all fees in connection with the DWSRF Project Number: 7555-01 Lead Service Line Replacement financing. Warren M. Creamer will be the principal financial consultant contact on these matters.

Disclosure of Conflicts of Interest and Other Information:

As a registered municipal advisor MFCI, LLC is required to disclose potential conflicts of interest

and other information regarding MFCI, LLC's registration, including where to locate MFCI, LLC's registration information on the SEC's EDGAR system. MFCI, LLC's required disclosures are included as Appendix B to this letter, incorporated herein by reference. Any additional disclosures made by MFCI, LLC to update the disclosures contained in Appendix B are also incorporated by reference to this letter.

This letter is supplemented by our Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. MFCI, LLC agrees to promptly amend or supplement this letter to reflect any material changes or additions to our engagement. If you agree that this letter provides acceptable terms for our engagement in this matter, please acknowledge via an email reply.

We look forward to working with you.

Sincerely,

MFCI, LLC

By: /s/ Warren M. Creamer
Warren M. Creamer
Managing Director

CC:

Steven Burke, CFA, MFCI, LLC
Stacey Mills, MFCI, LLC

Appendix A

MFCI, LLC (MUNICIPAL FINANCIAL CONSULTANTS)

STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of our engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm's obligations under applicable federal securities rules and regulations ; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) cooperate with MFCI, LLC and the finance team to provide accurate and necessary information, records and data about the client and access to client personnel necessary to structure the debt, complete the disclosure documents and prepare the transaction documentation. ; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction in a manner that would violate our regulatory obligation to deal fairly with all persons or; (B) demand any assistance which violates the federal or state laws.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the Client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK/TERM

You should have a clear understanding of the financial consulting services we will provide, as described in the preceding letter. Any questions that you have should be dealt with promptly.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of financial consulting services rendered and out-of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Unless otherwise provided in our engagement letter, we will provide you with a bill upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. Moreover, you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Appendix B

CONFLICTS OF INTEREST AND OTHER DISCLOSURES

Conflicts Due to the Form and Basis of Our Compensation

MFCI, LLC's future fee compensation is contingent upon a successful closing of the issue and the par (dollar) amount of the issue. This could potentially cause a conflict of interest for MFCI, LLC. For example, fees based on the principal amount of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Similarly, fees that are only paid on the successful completion of a financing presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. MFCI, LLC manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its clients that requires it to put the interests of a client above and ahead of MFCI, LLC's interests.

Most Recent SEC Filings:

The SEC Form MA and MI-I provide clients with information about our firm, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. This can be accessed at:

<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001732526&owner=exclude&count=40>

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

<http://www.msrb.org>

<http://www.sec.gov>

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission
Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

APPENDIX C

SCHEDULE OF FINANCIAL CONSULTING FEES

FOR

City of Owosso

Financial Advisor Fees:

DWSRF Project Number: 7555-01: Fee waived

January 28, 2022

VIA EMAIL

Brad A. Barrett
Finance Director
City of Owosso
301 W. Main Street
Owosso, MI 48867

**Re: City of Owosso - State Revolving Fund Financing
CWSRF Project Number: 5710-01 Wastewater Treatment Plan Solids Handling
DWSRF Project Number: 7458-01 Water Main Replacement and Water Tower Rehab**

Dear Mr. Barrett:

This letter serves to record the terms of our engagement to represent the City of Owosso (the “City”) as a client with regard to the captioned matters.

Our firm (“MFCI, LLC” or the “firm”) is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) (www.sec.gov) and the Municipal Securities Rulemaking Board (MSRB) (www.msrb.org).

MFCI, LLC agrees that the scope of our services in connection with the captioned matters is as follows:

- Review of documentation from prior financial advisor relationship;
- Coordinate the completion and submittal of the Loan Applications with the City;
- Evaluate the proposed structure and terms of the Loan;
- Assist in the preparation of materials to apply and attain a credit assessment letter;
- Assist working group with closing activities.

The services provided by MFCI, LLC are limited to the services described above unless otherwise agreed to in writing by MFCI, LLC.

Fees:

Our fees on these matters are based on a fee schedule attached hereto as Appendix C. Warren M. Creamer will be the principal financial consultant contact on these matters. We will bill on a transactional basis, through closing. If closing does not occur, we will not bill for any fees. We will transmit our billing to you upon closing of each issue.

Disclosure of Conflicts of Interest and Other Information:

As a registered municipal advisor MFCI, LLC is required to disclose potential conflicts of interest and other information regarding MFCI, LLC’s registration, including where to locate MFCI, LLC’s registration information on the SEC’s EDGAR system. MFCI, LLC’s required disclosures are included as Appendix B to this letter, incorporated herein by reference. Any additional disclosures made by MFCI, LLC to update the disclosures contained in Appendix B are also incorporated by reference to this letter.

This letter is supplemented by our Standard Terms of Engagement for Financial Consulting Services, attached, which are incorporated in this letter and apply to this matter and other matter(s) for which you engage us. MFCI, LLC agrees to promptly amend or supplement this letter to reflect any material changes or additions to our engagement. If you agree that this letter provides acceptable terms for our engagement in this matter, please acknowledge via an email reply.

We look forward to working with you.

Sincerely,

MFCI, LLC

By: /s/ Warren M. Creamer
Warren M. Creamer
Managing Director

CC:

Steven Burke, CFA, MFCI, LLC
Stacey

Mills,

MFCI,

LLC

Appendix A

MFCI, LLC (MUNICIPAL FINANCIAL CONSULTANTS)

STANDARD TERMS OF ENGAGEMENT FOR FINANCIAL CONSULTING SERVICES

This statement provides the standard terms of our engagement as your financial consultants. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

GENERAL RIGHTS AND RESPONSIBILITIES OF CLIENTS OF THE FIRM

A client of the firm has the right to: (A) expect competent representation by the firm; (B) determine the purposes to be served by the financial consulting representation, so long as those purposes are legal and do not violate the firm's obligations under applicable federal securities rules and regulations ; (C) be kept reasonably informed about the status of the matter and have the firm respond promptly to reasonable requests for information; and (D) terminate the representation at any time, with or without cause, subject to the obligation for payment of financial services provided and costs incurred by the firm.

A client of the firm has the responsibility to: (A) cooperate with MFCI, LLC and the finance team to provide accurate and necessary information, records and data about the client and access to client personnel necessary to structure the debt, complete the disclosure documents and prepare the transaction documentation. ; and (B) pay the firm as provided by this agreement and any other agreements regarding payment for financial consulting services and expenses. A client may not: (A) demand that the firm use offensive tactics or treat anyone involved in the transaction in a manner that would violate our regulatory obligation to deal fairly with all persons or; (B) demand any assistance which violates the federal or state laws.

WHOM WE REPRESENT

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of the Client unless our engagement letter expressly provides otherwise.

THE SCOPE OF OUR WORK/TERM

You should have a clear understanding of the financial consulting services we will provide, as described in the preceding letter. Any questions that you have should be dealt with promptly.

We will, at all times, act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your matters are expressions of our best professional judgement, but are not guarantees. Such advice is necessarily limited by our knowledge of the facts and are based on the state of the facts at the time they are expressed. Your obligations to pay our fees as provided in this letter is not contingent upon a result or results in the matter.

Our relationship will be considered ended upon the earliest of (a) our completion of services in the matter(s) for which you have engaged us, (b) notifications by you to us that you desire to terminate such services, or (c) notification by the firm of termination of our client relationship.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of financial consulting services

rendered and out-of-pocket costs and internal charges incurred before termination and in connection with an orderly transition of the matter.

BILLING ARRANGEMENTS AND TERMS OF PAYMENT

Unless otherwise provided in our engagement letter, we will provide you with a bill upon completion of the assignment. Payment is due on receipt.

We will give you notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. Moreover, you agree that non-payment of our fees is a valid basis for our request to so withdraw. To the extent collection of your account becomes necessary, you agree that in addition to any unpaid balance and interest thereon, we will be entitled to recover all costs and expenses of collection, including reasonable attorney fees.

Appendix B

CONFLICTS OF INTEREST AND OTHER DISCLOSURES

Conflicts Due to the Form and Basis of Our Compensation

MFCI, LLC's future fee compensation is contingent upon a successful closing of the issue and the par (dollar) amount of the issue. This could potentially cause a conflict of interest for MFCI, LLC. For example, fees based on the principal amount of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Similarly, fees that are only paid on the successful completion of a financing presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. MFCI, LLC manages and mitigates this conflict primarily by adherence to the fiduciary duty that it owes to its clients that requires it to put the interests of a client above and ahead of MFCI, LLC's interests.

Most Recent SEC Filings:

The SEC Form MA and MI-I provide clients with information about our firm, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. This can be accessed at:

<https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001732526&owner=exclude&count=40>

MSRB Rule G-10 Disclosure

MFCI, LLC (Municipal Financial Consultants) is registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities and Exchange Commission (SEC).

Clients can access the MSRB or SEC via the internet at:

<http://www.msrb.org>

<http://www.sec.gov>

The MSRB provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. Certain of those protections also apply to potential clients of a municipal advisor. Municipal advisors must comply with MSRB rules when engaging in municipal advisory activities. Read about rule protections when working with a municipal advisory in the MSRB's brochure for municipal advisory clients.

If you have a complaint about your municipal advisor or about the municipal securities market, contact:

U.S. Securities and Exchange Commission
Office of Municipal Securities
100 F Street, N.E.
Washington, DC 20549
(202) 551-5680

APPENDIX C

Schedule of Financial Consulting Fees

For

The City of Owosso

Fees:

- CWSRF Project Number 5710-01 - Wastewater Treatment Plant Solids Handling: \$20,250
- DWSRF Project Number 7458-01 - Water Main Replacement and Water Tower Rehab: \$15,750



MEMORANDUM

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

DATE: February 7, 2022

TO: Owosso City Council

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

SUBJECT: Replacing JCI with Olin–Lansing Board of Water & Light (LBWL) Consortium for Bulk Chemicals Contract

RECOMMENDATION:

Due to Jones Chemical Incorporated being unable to meet the needs and requirements of their contract, staff has determined it to be in the best interest of the public to terminate the contract with JCI for Sodium Hypochlorite (NaOCl), and authorize entering into a new purchase agreement with Olin for supply of bulk Sodium Hypochlorite (NaOCl) necessary for treatment of potable water and wastewater.

BACKGROUND:

The Lansing Board of Water & Light solicits bids each year for bulk chemicals for its own operations and many other surrounding communities. The following Sodium Hypochlorite (NaOCl) chemical price from JCI was the lowest at the time, and was the lowest priced available through the competitive bid process for the 2021-2022 budget year. However JCI was unable to complete the contract at the below price:

Sodium Hypochlorite (NaOCl) is used at the Wastewater Treatment Works for disinfection of process wastewater effluent, and at the Water Filtration Facility for disinfection of potable drinking water. The City has been utilizing the chemicals contract with the Lansing Board of Water & Light for the supply of sodium hypochlorite. Of the bids received by LBWL, Jones Chemical Incorporated (JCI), of Riverview, Michigan was the low responsible and responsive bidder at \$0.72/gallon. Unfortunately, JCI is no longer able to complete the contract at the price quoted. The next lowest bid for sodium hypochlorite on the LBWL contract is from Olin Corporation dba Olin Chlor Alkali Products and Vinyls, though at a significantly higher price of \$1.19/gallon.

The Split delivery fee at Olin is \$85 vs. JCI's \$95 (\$10 savings per order).

FISCAL IMPACTS:

NaOCl remaining P.O. FY2021-2022 value @ \$1.19/gallon for total.....	\$21,633.90
Plus split delivery charges of \$85.00/5 deliveries.....	\$425.00

Attachments: (1) Notice of Contract Change
(2) Resolutions

RESOLUTION NO.

**AUTHORIZING TERMINATION OF THE PURCHASE ORDER
FOR SODIUM HYPOCHLORITE
WITH JCI JONES CHEMICALS, INC.**

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

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for sodium hypochlorite; and

WHEREAS, the City of Owosso contracted with JCI Jones Chemicals, Inc. for sodium hypochlorite; and

WHEREAS, JCI Jones Chemicals, Inc. has been unable to fulfill the contract and the City of Owosso wishes to terminate the remaining portion of the contract.

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 terminate the contract with JCI Jones Chemicals, Inc. for sodium hypochlorite for use in treating municipal wastewater and drinking water.

SECOND: The City Manager along with other appropriate City officials are hereby authorized to take the required actions to terminate the contract immediately.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
SODIUM HYPOCHLORITE WITH OLIN
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM
2021 COMPETITIVE BIDDING PROGRAM**

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

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for sodium hypochlorite; and it is hereby determined that Olin Corporation dba Olin Chlor Alkali Products and Vinyls of Downers Grove, IL is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase sodium hypochlorite from Olin Corporation dba Olin Chlor Alkali Products and Vinyls at the price of \$1.19 per gallon for the remaining portion of FY2021-2022.
- SECOND: The accounts payable department is authorized to submit payment to Olin Corporation dba Olin Chlor Alkali Products and Vinyls in the amount of \$21,633.90 based on unit prices, plus a split delivery charge of \$425.00, for total of \$22,058.90.
- THIRD: The above expenses shall be paid from the wastewater and water fund following delivery, and chargeable to account 599-548-743.300 in the amount of \$16,544.18 and to account 591-553-743.000 in the amount of \$5,514.72.

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Contract Number: 4600001797

Valid from: 12/20/2021 thru 06/30/2022

Incoterms: FOB Lansing

Payment Terms: Net payment due within 30 days

Your vendor number with us: 204905

OLIN
Attn: Lisbeth Todner
1001 31ST STREET, SUITE 200
DOWNERS GROVE IL 60515
USA

Contact Buyer: Tony DeLuca

Phone: 517-702-6194
Mobile:
Fax: 517-702-6042
Email: Tony.DeLuca@LBWL.COM

Phone: 630-243-2265
Mobile: 630-546-4315
Fax:
Email: lctodner@olin.com

12/20/2021 Pricing per email from Lisbeth Todner, dated 12/17/2021. Pricing valid for the duration of the agreement, 06/30/2022.

=====

This Contract is issued pursuant to the request for proposal for Mid-Michigan Water Bulk Chemical Consortium 2021/2022 RFP, dated 3/1/2021.

#

Item	Material	Description	Target Quantity	Order Unit	Net Price	Per	OPU
10	97-00101	CHLORINE SODIUM HYPOCHLORITE	1	GAL	1.19	1	GAL
20		Demurrage (first 2hours free)	1.0	HR	80.00	1	HR
30	97-00101	CHLORINE SODIUM HYPOCHLORITE	1	GAL	1.19	1	GAL
40	97-00101	CHLORINE SODIUM HYPOCHLORITE	1	GAL	1.19	1	GAL
50	97-00101	CHLORINE SODIUM HYPOCHLORITE	1	GAL	1.19	1	GAL
60		Split delivery (2 diff facilities)	1	EA	85.00	1	EA

The Contract incorporates the following documents by reference (#Contract Documents#):

Notice to Bidders, dated 2/4/2021;
Instructions to Bidders;
Addendum No. 1 and 2;
Scope of Work;
Email from Lisbeth Todner, dated 12/17/2021;
Pre-Bid Mandatory Meeting, dated 2/10/2021;
Sworn and Notarized Affidavit of Compliance - Iran Economic Sanctions Act;
Certificate of Liability Insurance;
Completed Acknowledgement; and
Terms and Conditions for Water Chemicals (#Terms and Conditions#).

The Terms and Conditions shall take precedence in the event of any inconsistency or conflict between those terms and the terms of any of the Contract Documents or other agreement incorporated into any Contract Document or supplemental agreements between the parties with respect to the subject matter herein. Olin - Olin Chlor Alkali Products & Vinyl, terms and

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conditions contained/referenced in the proposal/quote are not applicable;

Prior to start of work the contractor shall provide the following documents to:

Board of Water and Light
Attn: Jeff Schwarz, Warehouse Supervisor
PO Box 13007
Lansing MI 48901

Certificate of Liability Insurance;
Completed Contract Acknowledgement.

The BWL Designated Representative for this project is:

Dwayne Loper
517-702-6171
Dwayne.Loper@lbwl.com

All invoices shall be sent to bwlinvoices@lbwl.com, cc: BWL Designated Representative: crystal.jeffereson@lbwl.com
=====

TERMS AND CONDITIONS FOR WATER CHEMICALS

General Requirements may be individually modified or superseded by PURCHASER Supplemental Requirements. In case of conflicts, the PURCHASER Supplemental Requirements shall govern.

1. DEFINITIONS

All terms and conditions of the Seller most recent Permit application shall remain in effect except as may be modified herein.

2. TERM

The following meanings are ascribed to the terms used in these General Requirements:

PURCHASER # means the City of Lansing, by its Board of Water and Light.

Consortium # means Mid-Michigan Drinking Water Consortium, consisting of the City of Lansing, by its Board of Water and Light, City of Jackson Water and Wastewater, City of Adrian, Ann Arbor Drinking Water Treatment Plant, East Lansing-Meridian Water and Sewer Authority, Delhi Charter Township, and Delta Township.

Contract Documents # means the PURCHASER#s solicitation, including the invitation to bid or request for proposal or quotation, instructions to bidders/offerors, SELLER#S response to the solicitation, PURCHASER drawings, the specifications, any addenda or supplements including Change Orders, the purchase order, these General Requirements, and Supplemental Requirements.

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SELLER# means the individual, partnership, corporation or other entity awarded a purchase order by the PURCHASER.

Day # means a calendar day.

Designated Representative # means the General Manager of the PURCHASER, or authorized designee. Designated Representative shall be the individual designated to receive submissions and notices from SELLER and to represent the PURCHASER in the performance of the Contract. Any interaction with another division of the PURCHASER shall be coordinated through the Designated Representative.

Participants # means entities part of Mid-Michigan Drinking Water Consortium.

Work # means the products and services to be furnished under the Contract Documents. Work includes and is the result of performing services, transporting chemicals, and furnishing chemicals.

3. TERMS

A. QUALITY

- (1) Chemicals shall meet all criteria identified in the Specifications.
- (2) The PURCHASER reserves the right to reject all chemicals that fail to meet those criteria.
- (3) Chemicals that fail to meet those criteria that have been delivered to the PURCHASER must be removed by the SELLER at SELLER#s expense.

B. CHEMICALS FURNISHED BY SELLER

(1) The SELLER shall arrange and pay all charges for the proper delivery, receipt, rigging, unloading, and storage of all chemicals requested by the PURCHASER. The place of delivery is the PURCHASER#s place of business. The PURCHASER will provide an area for storage of the material at its delivery site. SELLER must supply a sufficient number of individuals to promptly unload and store chemicals. SELLER continues to bear all responsibility for care, custody, control and protection of the chemicals until the chemicals are properly stored. After storage, SELLER retains responsibility only for the quality of the chemicals.

- (2) The SELLER shall notify the PURCHASER#s Representative when any material is ready for shipment. Before arranging for any shipment, SELLER must ensure that the delivery will not cause undue blocking at the delivery site.
- (3) SELLER shall supply the manufacturer#s name and catalog number for each item, if applicable.
- (4) PURCHASER#s Designated Representative must coordinate shipment to the site.
- (5) If requested by the PURCHASER#s Designated Representative, SELLER shall furnish copies of bills of lading, shipping manifests, and other papers showing shipment of chemicals and/or reports of their receipt.
- (6) SELLER shall show the PURCHASER#s purchase order number and release number on all shipments, packing lists, and invoices. Shipments may be refused without this information.

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(7) All chemicals shall be new and from a reputable manufacturer currently engaged in the production of like chemicals.

4. PERMITS

SELLER shall obtain all permits necessary to transport and deliver chemicals to the PURCHASER. The PURCHASER shall obtain any necessary permit to store the chemicals on its properties.

5. PRICE

All prices shall be a firm delivered price for the term of the contract, unless specified in SELLER's proposal or bid and accepted by the PURCHASER before award. Prices shall include any fuel surcharge.

The PURCHASER shall solely be financially responsible for such material it procures on its own behalf and through its own bilateral contracts under the proposal of this agreement. The PURCHASER shall not in any shape or form be financially responsible for any procured material obtained from contracts by any other Participant(s) of Consortium.

6. SAFETY

(1) SELLER shall proceed with the Work in a manner dictated by all applicable federal and state safety regulations, the PURCHASER Safety Manual, and safe practice, using chemicals, tools and rigging of a safe character. The current version of the PURCHASER's Safety Manual can be found at http://www.lbwl.com/uploadedFiles/MainSite/Content/Doing_Business/BWL_Safety_Manual.pdf. SELLER shall strictly comply with these laws, rules and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA #Right to Know# obligations, MCL 408.1001 et seq., and shall provide documented evidence of that compliance upon the Designated Representative's request.

(2) SELLER shall provide and use all protective devices to permit safe working conditions for SELLER's employees and to prevent hazards to employees of other Seller, the PURCHASER and its employees, or the public.

(3) While on PURCHASER property, SELLER's personnel shall wear appropriate personal protection equipment.

(4) If, in the PURCHASER's opinion, SELLER is not proceeding with its Work in a safe manner or in accordance with federal, state, or PURCHASER safety regulations, the PURCHASER may issue a Seller Safety Violation Notice or otherwise stop the Work and direct the SELLER to rectify the unsafe conditions immediately. If SELLER fails to promptly rectify the situation, the PURCHASER may proceed to rectify the unsafe conditions at SELLER'S expense. Compliance with this paragraph shall effect neither the Contract price nor the schedule. SELLER shall comply with all PURCHASERS, OSHA, and MIOSHA confined space requirements and procedures, including PURCHASER permitting requirements.

7. INSURANCE

(1) At its own expense, SELLER shall acquire and continue in effect for the term of the Contract, insurance providing the following coverage(s):

(a) Commercial General Liability Insurance on an occurrence basis. This coverage shall include Personal Injury, Contractual Liability, and Products/Completed Operations insurance. The limit of liability shall be at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be no exclusion for work within any distance of railroad property.

(b) Automobile liability insurance that complies with the requirements of the Michigan No-fault law with

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residual liability limit of at least \$1,000,000 combined single limit for bodily injury and property damage. There shall be coverage for owned, hired, and non-owned vehicles.

(c) Worker's compensation insurance as required by Michigan law.

(2) SELLER shall purchase insurance from companies acceptable to the PURCHASER. Generally, a company rated A- or better by A.M. Best and domiciled in the United States will be acceptable to the PURCHASER. The A.M. Best website can be found at: <http://www.ambest.com/>.

(3) Certificates of insurance shall state that they will not be canceled nor any changes made, which alters, restricts or reduces the insurance provided or changes the name of the insured, without first giving thirty (30) days' notice in writing to the Corporate Secretary, PURCHASER, 1232 Haco Dr., P.O. Box 13007, Lansing, Michigan 48901.

8. INDEMNITY

SELLER shall, to the fullest extent allowed by law, defend, indemnify, and hold harmless the PURCHASER, the City of Lansing, their respective officers, agents, employees and insurers against any liability, loss, damage, demand, governmental action, citation, cause of action, or expense of whatever nature (including costs of defense, settlement, court costs and attorney's fees) which may result from any loss, injury, death, or damage (including environmental harm) allegedly sustained by any person, firm, corporation, or other entity, which arises out of or is caused by any act or omission of SELLER its officers, agents, or employees in connection with or in any way arising out of this Contract. SELLER's obligations under this paragraph shall survive the expiration or termination of this Contract.

9. REMEDIES

If SELLER fails or refuses to substantially perform according to the terms of this Contract, SELLER shall be declared to be in default by the PURCHASER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the SELLER has ceased to pursue the correction with due diligence, the PURCHASER may elect to (a) cover by purchasing the chemicals from another responsible vendor at the lowest cost available to the PURCHASER, and passing any additional cost on to the SELLER, who must pay the additional costs within 30 days of invoice receipt; (b) terminate the agreement and seek damages, or (c) treat the agreement as continuing and require specific performance, or (d) avail itself of any other remedy at law or equity.

If the PURCHASER fails or refuses to substantially perform according to the terms of this Contract, the PURCHASER shall be declared to be in default by the SELLER by a written notice and shall be given an opportunity to perform in accordance with the notice. If the default has not been corrected or begun to be corrected within the time specified in the notice, or the PURCHASER has ceased to pursue the correction with due diligence, the SELLER may elect to (a) terminate the agreement and seek damages, or (b) treat the agreement as continuing and require specific performance, or (c) avail itself of any other remedy at law or equity.

10. PLANT PROTECTION AND SECURITY

(1) If the Work requires SELLER's employees to enter a protected or policed area of the PURCHASER, including all utility operating areas, the SELLER shall arrange, in conjunction with PURCHASER security, for visible identification badges for all SELLER personnel employed on such Work. SELLER's trucks or common carriers entering PURCHASER property are subject to inspection.

(2) SELLER, its employees, or suppliers, shall observe traffic rules, speed regulations, or other safety rules in the

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operation of its vehicles and equipment on PURCHASER property, as established by PURCHASER.

(3) SELLER#s employees shall comply with the PURCHASER#s #Weapons in the Workplace# policy and #Prevention of Violence in the Workplace# policy.

11. TIME AND MANNER OF PERFORMANCE

(1) The PURCHASER#s Designated Representative shall contact SELLER when a shipment of chemicals is needed. The SELLER shall deliver the chemicals within 21 days to the PURCHASER location identified by the PURCHASER#s Designated Representative, unless a shorter time is specified in the bid/proposal documents. In some cases, a shipment may be split between two PURCHASER locations.

(2) SELLER shall keep a sufficient quantity of chemicals on hand to meet the PURCHASER#s demands, in accordance with the Specifications.

(3) Any activities occurring on PURCHASER property shall be performed from 8 a.m. through 5 p.m., Monday through Friday, excluding PURCHASER holidays. If SELLER wishes to perform Work on PURCHASER property during other times, SELLER must receive express written permission from the Designated Representative.

12. REPORTING

SELLER shall provide quarterly reports to the PURCHASER, including sales per month, order fulfillment percentage, backorder reports, on time delivery tracking, and other information requested by the PURCHASER.

13. DELAY

(1) Time is of the essence in the execution of the Work.

(2) If SELLER fails to deliver the chemicals within 21 days after demand, or shorter time specified in the bid/proposal documents, and the delay is not caused by the PURCHASER or its agent, SELLER shall pay the PURCHASER#s direct costs caused by the delay, including the need to #cover# by purchasing chemicals from another vendor, if applicable. The PURCHASER may elect to waive this penalty, in writing, by permitting a back-order of up to fourteen days past the expected delivery date.

13. GOVERNING LAW AND VENUE

(1) The Contract Documents shall be interpreted in accordance with the laws of the State of Michigan, without regard to conflict of laws provisions.

(2) Venue shall be in Ingham County, Michigan.

14. FORCE MAJEURE

Neither the PURCHASER nor SELLER shall be held responsible for any delay or default caused by fire, act of God, riot, terrorist act, other violent act, war, or flood where such cause was beyond the delaying or defaulting party#s reasonable control. However, SELLER shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligation under this Contract. SELLER#S management of its plant operations and compliance with regulations, even if they impact SELLER#S ability to meet the contract requirements, do not constitute force majeure.

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15. RIGHT TO AUDIT RECORDS

The PURCHASER shall be entitled to audit the books and records of a SELLER or under any PURCHASER contract or subcontract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. The SELLER shall maintain such books and records for a period of three years from the date of final payment under the prime contract for a period of three years from the date of final payment under the subcontract.

16. NONDISCRIMINATION

SELLER agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, sex, disability, age, height, weight, veteran status, marital status, or any other reason prohibited by law. A breach of this covenant shall be considered a material breach of contract.

17. INDEPENDENT SELLER

SELLER shall be, for all purposes, an independent SELLER and not an employee or agent of the PURCHASER. SELLER shall not hold itself out as an agent of the PURCHASER or the City of Lansing.

SELLER acknowledges that PARTICIPANTS are, for all purposes, independent SELLER(S) and not an employee or agent of the PURCHASER or the City of Lansing.

18. TERMINATION FOR CONVENIENCE

The PURCHASER may also terminate this Contract for its own convenience upon thirty days written notice. If the PURCHASER terminates for convenience, however, it shall compensate SELLER for all Specification-conforming chemicals delivered to the PURCHASER.

19. CONTRACT

The final versions of the Contract Documents, taken as a whole, constitute the sole and final agreement between the parties (Contract), which can only be modified by a written document properly executed by both parties.

20. LOADING/UNLOADING

Prior to offloading any chemical, the facility personnel shall:

- # Verify the Bill of Lading for the correct chemical and correct PURCHASER delivery address.
- # Assure that the material is being off loaded into the correct bulk tank.
- # Determine the available tank volume is sufficient for the incoming delivery.

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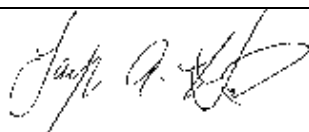
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- # Require that the driver remain in line of sight of the delivery hose and bulk tank connection at all times.
- # Require that the driver have the appropriate facility personal protective equipment, including but not limited to hardhat, steel toed shoes, chemical safety goggles, etc.
- # Require that the driver have appropriate spill response supplies and that any storm drains in the immediate area will be protected with appropriate #drain blocker# mats or plugs prior to starting the off-loading process.

Immediately report to management any problems with driver actions, PURCHASER tank fill connections, fill valve containment, tank level indicators, secondary containment, or any other safety or environmental concern.

END OF TERMS AND CONDITIONS

##



Authorized by Taylor Heins
Purchasing Manager

Lansing Board of Water & Light Contract Acknowledgement

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Valid from: 12/20/2021 thru 06/30/2022
Incoterms: FOB Lansing

Your vendor number with us: 204905

OLIN
Attn: Lisbeth Todner
1001 31ST STREET, SUITE 200
DOWNERS GROVE IL 60515
USA

Phone: 630-243-2265
Mobile: 630-546-4315
Fax:
Email: lctodner@olin.com

Complete this acknowledgement and return to:

Lansing Board of Water and Light
Attn: Tony DeLuca
Phone: 517-702-6194
Mobile:
Fax: 517-702-6042
Email: Tony.DeLuca@LBWL.COM

RESPONSE REQUIRED WITHIN 24 HOURS

Check and complete as appropriate:

_____ **Contract is accepted.**

_____ **Vendor comments:** _____

_____ **Corrections to business name, address or contact information:**

Signature: _____

Date: _____

Print Name: _____



MEMORANDUM

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

DATE: February 7, 2022
TO: Mayor Eveleth and the Owosso City Council
FROM: Ryan E. Suchanek, Director of Public Services & Utilities
SUBJECT: Change to Street Lighting Contract – Addition of Street Light at 1633 Lynn Street

RECOMMENDATION:

Recommend approval of the proposed contract amendment.

BACKGROUND:

City staff received a request for a street light at 1633 Lynn Street. The nearest street light is at the intersection of Lynn St and Lillian St. A new street light at 1633 Lynn Street will help illuminate the dead end area of Lynn Street. Consumers Energy has provided the city with a customer packet including an invoice for the new street light and an amendment to the LED street light contract.

FISCAL IMPACTS:

The cost to install the new street light is \$983.75. Electricity costs for the street light are estimated to be about \$150/year. These expenses will come from the Street Lighting account 101-441-821.000.

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of OWOSSO, dated 9/27/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated 02/07/2022,

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

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

STATE OF MICHIGAN
COUNTY OF Shiawassee

I, Amy K. Kirkland, Clerk of the City of OWOSSO, do hereby certify that the foregoing resolution was duly adopted by the ☐ commission ☒ council ☐ board of said municipality, at the meeting held on 02/07/2022.

Amy K. Kirkland, City Clerk

Dated:

Municipal Customer Type: City



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

Contract Number: 103033853856

Consumers Energy Company is authorized as of February 7, 2022, by the City of OWOSSO, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of OWOSSO, dated 9/27/2018.

Lighting Type:

General Unmetered Experimental Lighting Rate GU-XL

Notification Number(s):

1059562760

Construction Work Order Number(s):

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

City of OWOSSO

By:

Christopher T. Eveleth, Mayor

Date

Attest:

Amy K. Kirkland, City Clerk

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

Amount Due:	\$983.75
Please pay by:	February 03, 2022

Account: 3000 1958 4071**NONENERGY INVOICE**

TOTAL DUE:		\$983.75
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Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



PREPAYMENT REQUEST

Amount Due:	\$983.75
Please pay by:	February 03, 2022
Enclosed:	

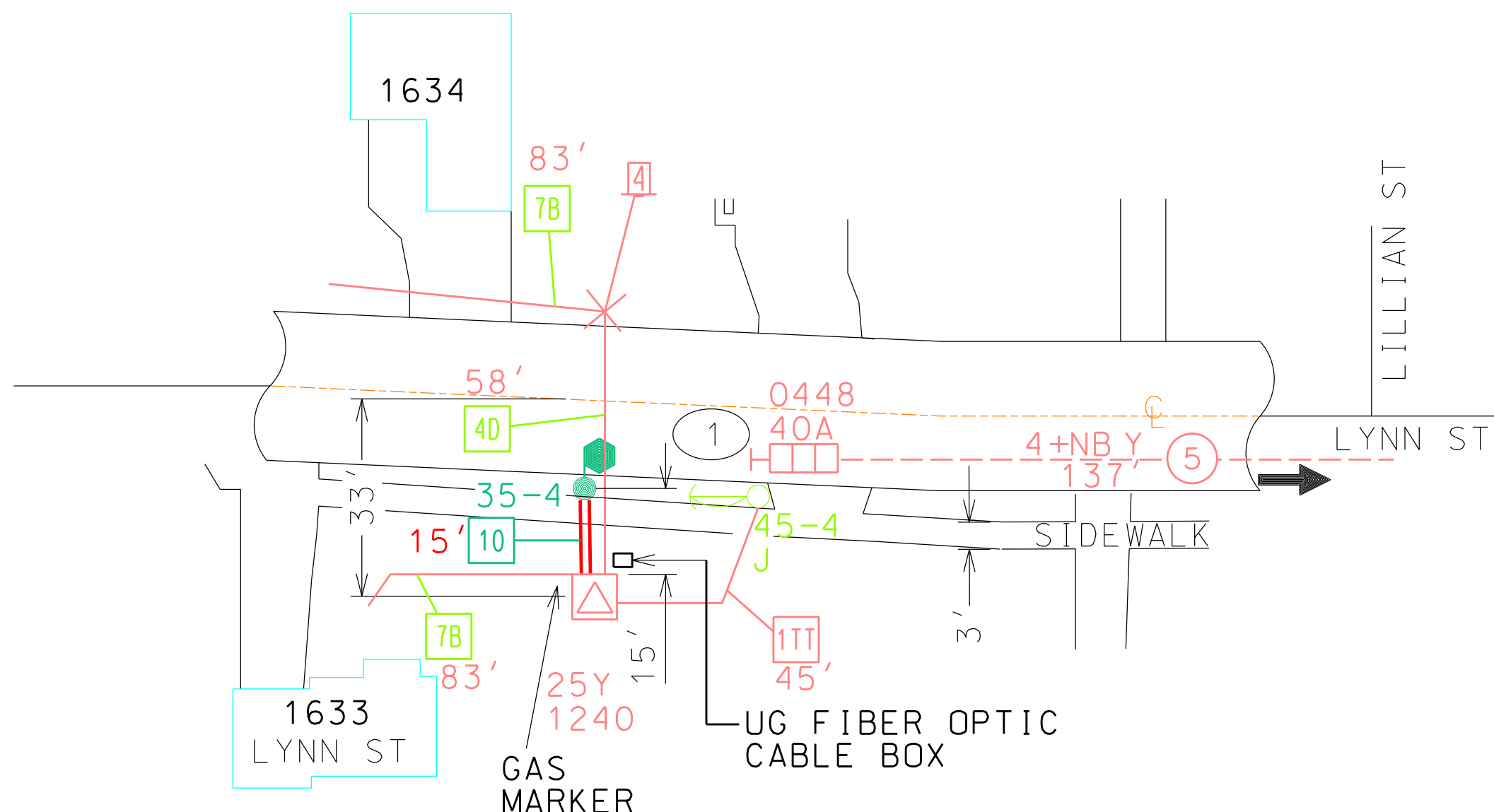
6 330031480138 0000000983759 0000 2056 5 300019584071 H

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>54</u>	<u>LED</u>	<u>Cobrahead</u>	<u>Cutoff</u>	<u>Install</u>	1633 LYNN ST, OWOSSO



- 1
- INSTALL
35-4 POLE
STREETLIGHT RISER FIGURE 42-210
6' COBRA BRACKET FIGURE 42-103
AND A 54W LED STREETLIGHT
MOUNT STREETLIGHT 25' ABOVE ROAD
PER 42-107



UNDERGROUND LEGEND

1. Single-phase primary
2. Open wye primary
3. Three-phase primary
4. Single-phase secondary
5. Combination light and power secondary
6. Three-phase power secondary
7. Single-phase service
8. Combination lighting and power service
9. Three-phase power service
10. Streetlighting conductor (2/C-#10 CU)
11. Streetlighting conductor (2/C-#8 AL)
12. Covered neutral conductor for ducts
13. Streetlighting conductor (3/C-#1/0 AL)

CONDUIT

- P2 2"Plastic P3 3"Plastic P4 4"Plastic P6 6"Plastic
S2 2"Steel S3 3"Steel S4 4"Steel S5 5"Steel S6 6"Steel

- PROP. ELEC. CONDUCTORS ONLY
PROP. ELEC. AND GAS LINES ONLY
PROP. GAS LINE ONLY
PROP. ELEC., GAS AND TELECOMMUNICATIONS
EXIST. ELEC. CONDUCTORS ONLY
EXIST. GAS LINE ONLY
FUTURE ELECTRIC TRENCH


CABLE MATERIAL AND SIZE

- A. No 2 AL cable, 175 mils, 15KV, or secondary.
B. No 1/0 AL cable, 175 mils, 15KV, or secondary.
C. No 3/0 AL cable, 175 mils, 15KV, or secondary.
D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.
E. 500 kcmil copper cable, 175 mils, 15KV, or secondary.
F. 750 kcmil AL cable, 175 mils, 15KV, or secondary.
G. No 1/0 stranded AL cable, 280 mils, 28KV.
H. No 3/0 stranded AL cable, 280 mils, 28KV.
I. 750 kcmil AL cable, 280 mils, 28KV.
J. Cable joint.
K. 350 kcmil AL cable, 260 mils, 25KV.
M. Marker to locate cable
N. Refer to Note on Drawing, N1 for Note 1, etc.
R. No 1/0 AL, solid cable, 280 mils, 28KV.
T. No 1/0 AL stranded cable 280 mils, 28KV, jacketed
TT. No 1/0 AL stranded cable, 260 mils tree-retardant INS, 25KV, Jacketed.
V. 350 kcmil AL stranded, 260 mils, 25KV, jacketed.
VT. 350 kcmil AL cable, 260 mils tree-retardant INS, 25KV, Jacketed.
W. 750 kcmil AL stranded, 280 mils, 28KV, jacketed.
WT. 750 kcmil AL cable, 260 mils tree-retardant INS, 25KV, Jacketed.

- EX: 3R - No. 1/0 solid AL cable for three-phase primary
3G4D - No. 1/0 AL cable for 3-phase primary
and 350 AL cable for 1-phase secondary

CONDUCTOR CHANGE

NOTE:
HYDRO VAC IS NEEDED TO
INSTALL POLE AND TRENCH
DUE TO UNDER GROUND
GAS AND FIBER OPTIC IN
AREA.

SUBSTATION WEST MAIN		WD NO. 0451		1633 LYNN ST. OWOSSO ECNC STLT			JOB PURPOSE: INSTALL A NEW POLE AND A 54W LED STREETLIGHT ON A 6' BRACKET																
CIRCUIT CURWOOD		CKT NO. 01		LCP NO. 0448		TLM NUMBER 0752231240		# OF RODS		OHMS		CM NO. 100006638587		ORDER TYPE ECNC		MAT. TYPE STL		NOTIFICATION NUMBER 1059562760		DESIGN NUMBER 11310647		ORDER NUMBER	
 A CMS Energy Company				CE STAKING REQ'D <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				FORESTRY REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				UPSTREAM PROTECTIVE DEVICE: 0448-40A				LOCATION: UG# LYNN S 3W LILLIAN ST				CONSUMERS ENERGY CONTACTS			
																COORDINATOR K.R. GREENWOOD 269-986-7352				DESIGNER DAN HOKSEMA 517-513-9125			
SHEET C		SHEET 1 OF 1		SCALE		NTS		SHIAWASSEE CO OWOSSO TWP T 07N R 02E SEC. 23															



MEMORANDUM

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

DATE: January 24, 2022
TO: Mayor Eveleth and the Owosso City Council
FROM: Amy K. Kirkland, City Clerk
SUBJECT: Approval of Voting Equipment Maintenance Costs

RECOMMENDATION:

I recommend approval of the payment of the annual service and maintenance costs for the City's voting equipment in the amount of \$28,230.00, covering contract years 2022-2026.

BACKGROUND:

In July of 2017 City Council approved a 10-year agreement with the State of Michigan governing the purchase and maintenance of new voting equipment. At that time the City purchased 6 precinct tabulators, 4 handicap accessible terminals, and one high speed AV scanner. According to the terms of the grant the State agreed to cover a large portion of the purchase price as well as the cost of the first five years of annual maintenance for the equipment (2017-2021). The first five years of the contract have come and gone and the City is now responsible for the annual maintenance costs for the 2017 purchase.

Additionally, in June of 2020 the City authorized the purchase of another high speed AV scanner to help process the huge number of AV ballots used by voters in the 2020 elections. While we were required to pay the full purchase price for this unit, the State did agree to cover the first five years of annual maintenance (2020-2024) for this unit as well.

FISCAL IMPACTS:

I am requesting authorization for payment of the annual maintenance costs for the remaining five years of the contract as follows (the first three years reflect the maintenance costs for the 2017 purchase, while years 2025-2026 reflect the addition of the 2nd AV scanner):

Year	Annual Maintenance Charges
2022	\$ 4,950.00
2023	\$ 4,950.00
2024	\$ 4,950.00
2025	\$ 6,690.00
2026	\$ 6,690.00
TOTAL	\$ 28,230.00

Attachments: Resolution
Invoice
Contract Excerpt

RESOLUTION NO.

**PAYMENT AUTHORIZATION
ANNUAL MAINTENANCE COSTS
FOR ELECTIONS VOTING EQUIPMENT**

WHEREAS, the City of Owosso requires voting equipment to facilitate the counting of ballots for its elections; and

WHEREAS, in July 2017 the City of Owosso entered into a ten-year agreement with the State of Michigan for the purchase and maintenance of 11 pieces of new voting equipment sold by Miller Consultations & Elections, Inc. dba Election Source; and

WHEREAS, the City purchased an additional piece of new voting equipment in June 2020 to assist in counting the high number of Absent Voter Ballots issued during the 2020 election cycle; and

WHEREAS, the State of Michigan agreed to pay the first five years of the annual maintenance charges for each piece of equipment, per the terms of the contract; and

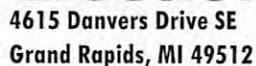
WHEREAS, the first five years of the contract have passed and staff is now seeking authorization for payment of the annual maintenance fees for years six through ten of the contract.

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

- FIRST: it has been heretofore determined that it is advisable, necessary and in the public interest to properly maintain the City's voting equipment for the course of the remaining five years of the contract for said equipment in the amount of \$28,230.00.
- SECOND: the accounts payable department is authorized to pay Miller Consultations & Elections, Inc. dba Election Source for annual maintenance charges each calendar year as follows:

Year	Annual Maintenance Charges
2022	\$ 4,950.00
2023	\$ 4,950.00
2024	\$ 4,950.00
2025	\$ 6,690.00
2026	\$ 6,690.00
TOTAL	\$ 28,230.00

- THIRD: the above charges shall be paid from account # 101-215-833000.



INVOICE

DATE	INVOICE #
12/15/2021	21-3829

BILL TO
City of Owosso Amy Kirkland 301 West Main St. Owosso, MI 48867

SHIP TO
City of Owosso Amy Kirkland 301 West Main St. Owosso, MI 48867

**PLEASE REMIT PAYMENT BY CHECK
OR CREDIT CARD TO: ElectionSource
4615 Danvers DR SE
Grand Rapids, MI 49512**

P.O. NO.	TERMS	ASSOCIATE	DUE DATE
	Net 30	H	1/14/2022

[illegible]

**2022 Annual Preventative Maintenance Invoice Year 6-10 State of Michigan
Contract No. 071B7700117 for 2017 Implementation.**

Note: PM's for Additional equipment purchased after implementation will be invoiced after it's SOM paid warranty ends.

Credit Card Type: ☐MC ☐VISA ☐American Express ☐Discover

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: ____/____/____ CID Number: _____ (Last 3 digits on back of card)

Total	\$4,950.00
Payments/Credits	\$0.00
Balance Due	\$4,950.00

Credit card orders are subject to a processing fee from the credit card companies. Fee amounts can be from 3.5% to no more than 7% of the total order amount.

Visit WWW.ELECTIONSOURCE.COM for all our current products and specials!

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 7
 to
 Contract Number 071B7700117

CONTRACTOR	DOMINION VOTING SYSTEMS, INC.	STATE	Program Manager	David Tarrant	MDOS
	1201 18th Street , Suite 210			517-373-2543	
	Denver, CO 80202		Contract Administrator	tarrantd2@michigan.gov	
	Lori Patricola			Valerie Hiltz	DTMB
	720-257-5209 x 9252			(517) 249-0459	
	lori.patricola@dominionvoting.com			hiltzv@michigan.gov	
	CV0010968				

CONTRACT SUMMARY				
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		Refer to Section 2.1 Time Frames		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input 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"/>		February 28, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$25,545,311.07	\$0.00	\$25,545,311.07		
DESCRIPTION				
Effective May 17, 2021, this contract is updating language in Standard Terms and Schedule A as attached.				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.				

Cost Table 1. Precinct Tabulators and Accessible Voting Systems

	PURCHASE AND INITIAL SERVICE / MAINTENANCE PERIOD (ACQUISITION YEAR + 4 YEARS)			EXTENDED SERVICE / MAINTENANCE PERIOD (ANNUAL PAYMENT – UP TO 5 ADDITIONAL YEARS)
	Per-Unit Purchase Price	Incentive Program (existing equipment per-unit trade-in discount) See Schedule A Section 1.9	Per-Unit Purchase Price with Discount	Per-Unit Annual Extended Service/Maintenance Price
Precinct Tabulators – <ul style="list-style-type: none"> 1 at State level (no charge) 1 per county 1 per precinct AVCB Tabulators 	\$5,390.00	(\$95.00)	\$5,295.00	\$375.00
Accessible Voting System 15" ICX Classic (1 per polling place)**	\$3,555.00	(\$40.00)	\$3,515.00	\$240.00
Accessible Voting System 21" ICX Prime (1 per polling place)**	\$3,500.00	N/A	N/A	\$305.00

**Polling places with more than 2 precincts may receive an additional accessible voting system.

Cost Table 3. OPTIONAL ITEM – High Speed AVCB Tabulator

	Hardware COTS? (Y/N)	Additional Hardware / Software Required? (Y/N)**	Processing Speed (Ballots per Minute)	Per-Unit Purchase Price (includes Service / Maintenance for acquisition year + 4 years)	Annual Per-Unit Extended Service / Maintenance Price (5 additional years)
High Speed AVCB Tabulator*					
ICC G1130 System			11" - 80/min, 4,800/hr		
Canon DR-G1130	Yes	Yes – ICC Software	14" - 64/min, 3,840/hr	\$14,050.00	\$2,500.00
Workstation	Yes	Yes – ICC Software	17" - 53/min, 3,180/hr	\$2,200.00	\$115.00
ICC Software	NA	Yes – Workstation and Scanner	20" - 45/min, 2,700/hr	\$19,100.00	\$2,900.00
				\$35,350.00	\$5,515.00
ICC M160II System			11" - 60/min, 3,600/hr		
Canon DR-M160II	Yes	Yes – ICC Software	14" - 47/min, 2,820/hr	\$3,480.00	\$725.00
Workstation	Yes	Yes – ICC Software	17" - 38/min, 2,280/hr	\$2,200.00	\$115.00
ICC Software	NA	Yes – Workstation and Scanner	20" - 33/min, 1,980/hr	\$7,300.00	\$900.00
				\$12,980.00	\$1,740.00

***NOTE:**

- The AVCB tabulators are utilized at the local jurisdiction (city/township) level, not at the county level.



MEMORANDUM

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

DATE: February 2, 2022

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Professional Services Agreement with Taylor and Morgan, C.P.A., P.C.

RECOMMENDATION:

Enter into a professional service agreement with Taylor & Morgan, P.C. for onsite accounting services and annual audit/single audit preparation estimated to be \$40,000.

BACKGROUND:

Per Section 7.5 of the Owosso City Charter, the Finance Department shall be the general accountant of the city, keep the books of account of the assets, receipts, and expenditures of the city and keep the Council and city manager informed of the financial affairs of the city. In addition, the Finance Department shall examine and audit all accounts and claims against the city, balance all the books of account of the city and conform to the state of Michigan's uniform chart of accounts.

At this time, the accountant position is still vacant. The Finance Department is busy with regular tasks such as biweekly payables, monthly reconciliation and annual budget preparation, beginning in February. In addition, the city continues to undertake capital improvement and economic development projects that require the department's participation.

Accounting service proposals were requested from Taylor & Morgan P.C. out of Flint and Maner Costerisan out of Lansing. The Taylor & Morgan P.C. proposal was lower and stipulated onsite work.

FISCAL IMPACTS:

The accounting firm has estimated a cost of \$40,000 for 1-2 days a week of onsite accounting services for 22 weeks. This expense will be charged to the Finance Department (101.201.818.000 Contractual Services). A full time accountant position was included in the departmental budget, however is unfilled.

Document originated by:

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

RESOLUTION NO.

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
TAYLOR AND MORGAN, C.P.A., P.C.
FOR GOVERNMENTAL ACCOUNTING SERVICES**

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

WHEREAS, the Finance Department has statutory responsibilities per Section 7.5 of the Owosso City Charter; and

WHEREAS, Taylor and Morgan, C.P.A., P.C., a full service public accounting firm, has submitted a proposal for onsite accounting services for the fiscal year ending June 30, 2022; and

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

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to enter into a professional service agreement with Taylor and Morgan, C.P.A., P.C. for governmental accounting services, annual budget creation and annual independent audit preparation services.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in form attached as Professional Services Agreement between the City of Owosso and Taylor and Morgan, C.P.A., P.C.
- THIRD: The accounts payable department is authorized to pay Taylor and Morgan, C.P.A., P.C. according to unit prices in an amount not to exceed \$40,000.00 under said professional services agreement.
- FOURTH: The above expenses shall be paid from General Fund Account 101.201.818.000.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ONSITE GOVERNMENTAL ACCOUNTING SERVICES
WITH TAYLOR AND MORGAN, C.P.A., P.C.**

This signature page is attached and made part of the agreement for professional services dated January 13, 2022 between the city of Owosso, Michigan (City) and Taylor and Morgan, C.P.A., P.C. (Firm) providing for professional governmental accounting services.

ONSITE GOVERNMENTAL ACCOUNTING SERVICES

PROJECT SCOPE OF WORK

The project scope of work is attached as: City of Owosso Proposal for Professional Consulting Services.

COMPENSATION

The cost proposal of the Firm for the project is attached as: City of Owosso Proposal for Professional Consulting Services. Services are estimated at \$40,000.00, on a per unit basis as noted in the proposal.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the date indicated below.

Approved by Council: February 7, 2022

For the Firm:

Taylor and Morgan, C.P.A., P.C.

For the City:

City of Owosso, Michigan

By: _____

By: _____
Christopher T. Eveleth, Mayor

By: _____

By: _____
Amy K. Kirkland, City Clerk

Executed: _____, 2022

Executed: _____, 2022



City of Owosso
Proposal for Professional Consulting Services

Prepared by Taylor & Morgan, P.C.

2302 Stonebridge Drive, Bldg. D | Flint, MI 48532 | 810.230.8200
3150 Livernois Road, Suite 175 | Troy, MI 48083 | 248.688.9399
1213 W. Morehead Street, 5th Floor | Charlotte, NC 28208 | 704.926.7570

www.tmcpa.com

January 13, 2022

Brad Barrett
City of Owosso
301 W. Main Street
Owosso, MI 48867

Dear Mr. Barrett:

Taylor & Morgan, P.C. proposes to provide financial and accounting consulting services for the City of Owosso. These services will include:

- Fixed asset reconciliation
- Spreadsheet creation for budget allocations
- Oversight of general ledger activity for all funds
- Performing month end general ledger account reconciliations
- Consultation on other financial matters as requested

Thank you for the opportunity to submit a quote, and we welcome any questions you may have about this proposal.

Very truly yours,

Shawna Farrell

Shawna Farrell, CPA
Certified Public Accountant

Fee Schedule

All services will be under the direction of Shawna Farrell, CPA Manager. Please see that attached staff resumes for the individuals that will be assigned to this engagement.

We anticipate starting this engagement as soon as the terms have been agreed upon. We are available to provide on-site consulting services 1-2 days/per week as needed by a staff accountant. At the onset of the engagement, we will sit down with your staff and devise a schedule that works around required deadlines and allows for optimum efficiency.

We will invoice you monthly on a per hour basis at our standard hourly rates for the following individuals:

Manager-Shawna Farrell	\$185.00/hour
Senior Staff Accountant-Sheri Sprygada	\$130.00/hour
Senior Staff Accountant-Tyler Cherry	\$120.00/hour

The fees above include all costs for travel and out-of-pocket expenses and are due upon presentation.

Firm Profile and Qualifications

Company Overview

Taylor & Morgan, P.C. has three principals (also referred to as “partners” in this proposal):

Thomas M. Taylor, CPA – Managing Partner

William S. Morgan, CPA – Partner

Robert T. Taylor, JD, CPA – Partner

The firm has a total of 24 professional staff.

The firm provides a full range of accounting, auditing, and management advisory services. Currently, the firm either audits or provides financial management services for over twenty governmental organizations including Michigan public schools and charter schools, as well as numerous other nonprofit organizations. We feel this track record with governments and nonprofits is due not only to the quality audit and consulting services we provide, but also to the sound, management-oriented suggestions we help to implement that improve general financial management and efficiencies.

Location

Taylor & Morgan, P.C. plans to use employees from its Flint office on this engagement. The address and telephone number for this office is:

G-2302 Stonebridge Drive
Building D
Flint, Michigan 48532
Ph.: (810) 230-8200
Fax: (810) 230-8203

Governmental & Nonprofit Experience

Taylor & Morgan has performed audits for Michigan governments and nonprofit clients since 1983. The experience gained during that period gives us a unique perspective on the current challenges facing the governmental and nonprofit community, and also positions us as an ideal source of information and advice on a variety of issues, including implementation of accounting pronouncements, compliance with grant requirements, creation and implementation of internal accounting controls, and budgeting issues.

We’ve audited several of our audit clients for over 20 years, and have retained several of our governmental and nonprofit consulting clients for many years as well. We’re proud of this history of client retention, and attribute it to a philosophy of striving for continual improvement in the quality and level of service provided while maximizing value to the client.

Firm Profile and Qualifications

Taylor & Morgan currently provides a variety of consulting and financial oversight services to Michigan municipalities and nonprofit organizations. Our extensive experience has led us to develop timely and cost-effective solutions for organizations that do not have the resources to employ a full-time financial manager, but still need oversight, segregation of duties, and budgetary and grant compliance assistance.

The following is a list of governmental organizations currently receiving audit or consultation services by Taylor & Morgan, P.C.:

Organization	Contact Name	Phone Number
Mundy Township*	Chad Young	810-655-4631
Metro Police Authority of Genesee County*	Matthew Bade	810-820-2190
Gaines Township*	Paul Fortino	810-635-3200
George Washington Carver Academy*	Felicia Williams	248-905-5992
Summerfield Township	Joan Wiederhold	734-279-1214
Genesee Cty 9-1-1 Consortium Commission*	Tim Jones	810-223-0481
Flint Area Narcotics Group*	Danelle Barker	810-233-3689
Flint Downtown Development Authority	Gerard Burnash	810-767-2297

*Managed by Shawna Farrell, CPA

Other Relevant Criteria

- A. Taylor & Morgan, P.C. is a properly licensed CPA firm in the state of Michigan.
- B. Taylor & Morgan, P.C. will follow the American Institute of Certified Public Accountants Interpretation 501-3.
- C. Taylor & Morgan, P.C. provides well trained, qualified staff and partners. As mentioned previously, our licensed accounting staff members comply with the continuing professional education requirements mandated by the Michigan Board of Accountancy and *Government Auditing Standards*. In addition, non-licensed staff members with governmental auditing responsibilities complete relevant training on an annual basis.
- D. Taylor & Morgan, P.C. carries \$2 million in professional liability insurance.

Staff Resumes

Taylor & Morgan, P.C. is comprised of dedicated professional staff who bring to this engagement an exceptional blend of public accounting skills. These skills derive from varied professional experiences and a conscious effort to establish our firm as a principal firm in the public sector audit market. Our staff is especially sensitive to the demands for leadership that the public sector imposes on its elected officials. This sensitivity has developed not only from individual professional experiences, but from our individual interests in serving the local communities in which we reside.

Shawna Farrell, CPA – Manager



- Over 25 years of experience auditing school districts and governmental units.
- Serves as finance director at two local municipalities.
- Member of the MACPA.

Shawna specializes in taxation and the audits of non-profit organizations, municipalities, school districts, and businesses. She is proficient with yellow book standards and Uniform Guidance audit requirements. Shawna also consults with non-profits and small businesses in the areas of budget management, financial strategies, and financial information systems.

Shawna has over 25 years of public accounting experience. During this time, she has specialized in working with governmental units, school districts, and non-profit entities in both supervisory roles as an auditor and internal roles as a consultant. She currently serves as finance director for two local municipalities and a mid-sized non-profit organization. Shawna also has extensive experience providing tax preparation and consulting services for individuals and business organizations.

Shawna graduated with distinction from the University of Michigan – Flint with a Bachelor of Business Administration in Accounting. She is a licensed CPA in the state of Michigan.

Staff Resumes – Continued

Sheri Sprygada, CPA Senior Staff Accountant



- Fourteen years public accounting experience
- Experienced with governmental entities
- Member of the Michigan Association of Certified Public Accountants

Sheri came to Taylor & Morgan in September of 2019 with eleven years of public accounting experience mostly in the areas of personal and corporate tax and consulting. While at Taylor & Morgan, she has expanded her expertise into the governmental industry through auditing and consulting engagements

Sheri graduated with high distinction from the University of Michigan-Flint with a Bachelor of Science in Accounting, and with High Honors from Mott Community College with an Associate of Science in Business Administration.

Tyler Cherry, CPA Senior Staff Accountant



- Experienced with governmental entities
- Proficient with internal controls
- Recent Certified Public Accountant

Tyler started working at Taylor & Morgan in September of 2013. During his time at Taylor & Morgan, Tyler has worked in a variety of fields including governmental, not-for-profit, and school district audits; business valuation; personal and business tax preparation; and consulting for both private and governmental clients.

Tyler graduated from Grace College in Winona Lake, Indiana, in 2013. While at Grace, Tyler majored in accounting, finance, and business administration.



MEMORANDUM

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

DATE: February 7, 2022

TO: City Council

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

SUBJECT: Contract Award for 2022 City Tree Removal Services

RECOMMENDATION:

Award of contract to Advanced Tree Care Service, Inc. of Swartz Creek, Michigan, for tree removal services, in the amount of \$32,400.00.

BACKGROUND:

This program involves removing dead and/or diseased trees within the City right of way that are at risk of having falling branches or collapse.

Seven bids were received.

Broken into 3 options:

1. Must Remove (Trees 1 – 21)
2. Selective Removal (Trees 22 – 29)
3. Combination (Trees 1 – 29)

The lowest bid received for all services was from Advanced Tree Care Service, Inc. of Swartz Creek, Michigan.

FISCAL IMPACTS:

The low and responsible bid of \$32,400.00 plus \$3,000.00 for contingency (total of \$35,400.00) reflects trees known at this time that require removal. Costs for these services shall be paid from the local and major street funds account 202/203-480-818.000.

RESOLUTION NO.

**AUTHORIZATION TO ENTER INTO A SERVICE AGREEMENT WITH
ADVANCED TREE CARE SERVICE, INC.
FOR TREE REMOVAL SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that maintenance and removal of city owned trees within the street right of way is required, and in the public interest to maintain an aesthetically pleasing community, and to avoid risk of property damage and risk to the general public; and

WHEREAS, the City of Owosso solicited bids to perform tree removal services, for the remainder of the 2021-2022 fiscal year; and

WHEREAS, Advanced Tree Care Service, Inc. of Swartz Creek, Michigan has offered to provide the tree removal services in the low responsive amount of \$32,400.00 as bid for option no. 3.

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 Advanced Tree Care Service, Inc. for tree removal services for the remainder of the 2021-2022 fiscal year.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the contract document/s for services between the City of Owosso, Michigan and Advanced Tree Care Service, Inc. in the amount of \$32,400.00.
- THIRD: The accounts payable department is authorized to pay Advanced Tree Care Service, Inc. for work satisfactorily completed in the amount of \$32,400.00 plus \$3,000.00 for contingency (for a total of \$35,400.00).
- FOURTH: The above expenses shall be paid from accounts 202/203-480-818.000.

EXHIBIT A

**Contract for Services Between
The City of Owosso
and
Advanced Tree Care Service, Inc.
2022 1st Quarter Tree Removal**

February 2022

CONTRACT

THIS AGREEMENT is made on February ____, 2022 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and ADVANCED TREE CARE SERVICE, INC. ("contractor"), a Michigan company, whose address is 3236 Grand Blanc Road, Swartz Creek, Michigan 48473.

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

ARTICLE I - Scope of work

The contractor agrees to provide the services listed in the proposal entitled "2022 1st Quarter Tree Removal Bid," as attached, 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, in the unit prices as given in the proposal not to exceed thirty-two thousand four hundred dollars (\$32,400.00), plus a contingency amount of \$3,000.00 for additional services required based on prior written approval. 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 1/18/2022

DEPT. DPW

SUBJECT: 2022 1st Quarter Tree

Removal Bid

Advanced Tree Care Service

3236 Grand Blanc Rd.
Swartz Creek, MI 48473
810-208-0554

Always There Tree Care LLC

2295 S Alger Road
Ithaca, MI 48867
307-749-5305

Lynch Tree Company LLC

16040 Duffield Rd.
Byron, MI 48418
810-444-4671

ITEM #	DESCRIPTION	Tree #	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Option 1-Must Remove							
	Trees 1 - 21 Total	1-21	N/A	\$ 32,400.00	N/A	\$ 26,250.00	N/A	\$ 29,000.00
2	Option 2-Selective Removal							
	Trees 22-29	22-29		\$ 8,500.00		\$ 9,750.00		\$ 10,900.00
3	Option 3 - Combination							
	Trees 1 - 29 Total	1-29		\$ 40,900.00		\$ 36,000.00		\$ 39,900.00
Mathematical Errors Found in Proposal Totals Actual Totals Shown Below:								
1	Option 1-Must Remove							
	Trees 1 - 21 Total	1-21	N/A	\$ 23,900.00				
2	Option 2-Selective Removal							
	Trees 22-29	22-29		\$ 8,500.00				
3	Option 3 - Combination							
	Trees 1 - 29 Total	1-29		\$ 32,400.00				
TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:				N/A		N/A		N/A

DEPT HEAD:	<i>Myron Surhanich</i>	GENERAL LIABILITY INSURANCE		AWARDED:	
PURCH. AGENT:	<i>JB. 1/28/21</i>	EXPIRATION DATE:	12/28/2022	COUNCIL APPROVED:	
STAFF REC.:	Advanced Tree Care Service, Inc	WORKERS COMPENSATION INSURANCE			
		EXPIRATION DATE:	12/28/2022		
		SOLE PROPRIETORSHIP			
		EXPIRATION DATE:	N/A	PO NUMBER:	

203-480-818.000 \$20,400.00

202-480-818.000 12,000.00

budget 30,000

budget 30,000

DEPT.	DPW
-------	-----

[illegible]

						DATE	1/18/2022
CITY OF OWOSSO BID TABULATION SHEET						DEPT.	DPW
SUBJECT: 2021 Tree Removal Bid		J. Ranck Electirc, Inc. 1993 Gover Parkway Mt. Pleasant, MI 48858 989-775-7393		NONE		NONE	
ITEM #	DESCRIPTION	Tree	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
1	Option 1-Must Remove						
	Trees 1 - 21 Total	1-21	N/A	\$ 104,055.00			
2	Option 2-Selective Removal						
	Trees 22-29	22-29		\$ 39,640.00			
3	Option 3 - Combination						
	Trees 1 - 29 Total	1-29		\$ 143,695.00			
6							
TOTAL BID PRICING ADJUSTED FOR LOCAL PURCHASING PREFERENCE:				N/A	N/A		N/A



MEMORANDUM

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

DATE: February 7, 2022

TO: City Council

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

SUBJECT: WWTP - State Revolving Fund Solids Handling Project 2022

RECOMMENDATION:

Approval of a tentative bid award to Sorensen Gross Company of Flint, Michigan for the Solids Handling project at the City of Owosso's Wastewater Treatment Plant contingent upon receipt of 2022 CWSRF loan proceeds for the project.

BACKGROUND:

The existing centrifuge/solids handling process equipment was purchased used (20 years old when purchased) and installed in 1999. This equipment is not very efficient and becoming more difficult to support due to obsolescence. The rotating element/gear box must be replaced every 3 to 4 years at a cost \$35,000, which puts the process equipment out of service 6 to 8 weeks for rebuilding, and significantly increases sludge process costs by having to truck sludge to another operating wastewater treatment plant. The operating controls for the centrifuge are also out-dated 45 year old technology. This operating equipment was identified in the 2017 SAW Grant Asset Management Plan as a priority replacement item. Processed solids/sludge disposal costs to regulated landfills have nearly doubled in the past few years. The newer technology proposed for installation has the potential of slashing landfill disposal fees by 50% to 65% / \$70,000 to \$100,000 annually.

City Council previously approved the start to this project at its regular scheduled meeting held on September 8, 2020, and authorized an update to it at the October 4, 2021 meeting.

Execution of this contract is contingent upon receipt of the 2022 CWSRF bond/loan funds the City is pursuing for this project.

FISCAL IMPACTS:

Funds in the amount of \$4,374,000.00 will be provided from the wastewater operating fund and 2022 SRF Bond funds.

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

Attachment: (1) Resolution
(2) Bid Tab

RESOLUTION NO.
TENTATIVELY AWARDING
A CONSTRUCTION CONTRACT
FOR THE WWTP SOLIDS HANDLING PROJECT
TO SORENSEN GROSS COMPANY

WHEREAS, the City of Owosso wishes to construct improvements to its existing wastewater treatment and collection system through the construction and installation of updated solids handling equipment at the Wastewater Treatment Plant; and

WHEREAS, the WWTP Solids Handling Equipment Project, formally adopted on October 4, 2021, will be funded through Michigan's State Revolving Fund Program; and

WHEREAS, the City of Owosso has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$ 4,374,000.00 from Sorensen Gross Company; and

WHEREAS, the project engineer, Fishbeck, has recommended awarding the contract to the low bidder.

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

- FIRST: the City of Owosso tentatively awards the contract for construction of the proposed WWTP Solids Handling Equipment Project to Sorensen Gross Company, contingent upon successful financial arrangements with the State Revolving Fund Program.
- SECOND: upon receipt of the 2022 SRF Loan Proceeds, the mayor and city clerk are hereby authorized and instructed to sign, without further Council action, Exhibit A, substantially as attached.
- THIRD: The accounts payable department is authorized to submit payment to Sorensen Gross Company in the amount of \$4,374,000.00 upon satisfactory completion of the project or portion thereof.
- FOURTH: The above expenses shall be paid for from the Wastewater Fund, and 2022 SRF Bond Funds.

Bid Tabulation



DATE: January 28, 2022
LOCATION: City Hall

TIME: 3 p.m.

PROJECT NAME: Owosso Solids Handling
PROJECT NO.: 211549

COMPANY	BID AMOUNT
J.F. Cavanaugh	4,620,200.00/100 ✓
Heineman	4,390,000 00/100 ✓
J.F. Sorenson Gross Company	4,374,000 00/100 ✓
Staff Recommendation: Sorenson Gross Company	
Dept Head Signature:	
Purchasing Agent Signature:	
General Liability Insurance Expiration Date: 01/01/2023	
Worker's Compensation Insurance Expiration Date: 01/01/2023	

https://fishbeck-my.sharepoint.com/personal/bvanzie_fishbeck_com/documents/desktop/OWOSSO/BID TAB.DOCX

B. Barnett 2/3/2022 SRF financing contingent
5710.01
WWTP Solids Handling

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Owosso** ("Owner") and **Sorenson Gross Company** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project to include removal of existing sludge tanks, sludge pumps, incinerator, sludge press, lime tanks, high pressure compressors, sump pump, ferric and polymer feed systems, and all associated electrical and piping. Clean and paint Solids Handling room, Install new 2-screw press, 2-sludge pumps and tanks, ferric and polymer feed systems, HVAC and ventilation, electrical controls, and replacement of entire plant building roof.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project to include removal of existing sludge tanks, sludge pumps, incinerator, sludge press, lime tanks, high pressure compressors, sump pump, ferric and polymer feed systems, and all associated electrical and piping. Clean and paint Solids Handling room, Install new 2-screw press, 2-sludge pumps and tanks, ferric and polymer feed systems, HVAC and ventilation, electrical controls, and replacement of entire plant building roof.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Fishbeck, 5913 Executive Drive, Suite 100, Lansing, MI 48911 to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by C2AE.

ARTICLE 4—CONTRACT TIMES

4.01 Time Is Of The Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially complete by March 25, 2023 as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by April 29, 2023.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	General Requirements	LS	1	\$418,000	\$418,000
2	Demolition	LS	1	476,000	476,000
3	Electrical	LS	1	591,000	591,000
4	Controls	LS	1	261,000	261,000
5	Architectural	LS	1	17,000	17,000
6	Building Roof	LS	1	521,000	521,000
7	Painting	LS	1	199,000	199,000
8	Structural	LS	1	92,000	92,000

Unit Price Work					
9	Mechanical Plumbing	LS	1	20,000	20,000
10	HVAC & Ventilation	LS	1	96,000	96,000
11	Air Compressors	LS	1	144,000	144,000
12	Process Piping	LS	1	262,000	262,000
13	Sludge Tanks	LS	1	250,000	250,000
14	Sludge/Mixing Pumps	LS	1	37,000	37,000
15	In-line Grinder	LS	1	29,000	29,000
16	Screw Presses, Hopper, Conveyor	LS	1	703,000	703,000
17	Polymer Skid & Mixing Equipment	LS	1	68,000	68,000
18	Polymer Tank	LS	1	8,500	8,500
19	Ferric Skid Equipment	LS	1	43,000	43,000
20	Ferric Tank	LS	1	22,000	22,000
21	Sump Pumps	LS	1	51,000	51,000
22	Temporary Sludge Dewatering	Allowance	1		60,000
23	ASM Abatement	SFT	22,000	0.25	5,500
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$4,374,000

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. The retainage on payments due the Contractor shall be in accordance with applicable provisions of Michigan Act No. 524, Public Acts of 1980 and amendments thereto. The retainage shall be an amount equal to 10% of said estimate until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the Work completed.
- B. Upon Substantial Completion of the Work, any amount retained may be paid to the Contractor, said amount to be paid upon receipt of consent from the Contractor's surety,

complete with power of attorney as required, to release retainage to the Contractor. When the Work which cannot be completed because of weather conditions, lack of materials or other reasons, which in the judgement of the Owner are valid reasons for noncompletion, the Owner may make additional payments, retaining at all times an amount sufficient to secure the completion of the Work.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of five (5) percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - 6. Drawings (not attached but incorporated by reference) consisting of **61** sheets with each sheet bearing the following general title: **Owosso WWTP Solids Handling Improvements**.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid,
 - b. Notice of Award
 - c. Attachment A
 - d. Attachment B
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 7.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 6. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 10, 2022 (which is the Effective Date of the Contract).

Owner:

City of Owosso

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

301 West Main Street

Owosso, MI 48867

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Sorenson Gross Company

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

3407 Torrey Road

Flint, MI 48507

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 12/01/2021 - 12/31/2021

Check Date	Check	Vendor Name	Description	Amount
GENERAL FUND (POOLED CASH)				
12/10/2021	134401	DELANEY BEVERLY	REFUND	\$ 250.00
12/10/2021	134402	APEX SOFTWARE	MAINTENANCE RENEWAL-1/1/22-1/1/23	\$ 470.00
12/10/2021	134403	THE ARGUS-PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 411.40
12/10/2021	134404	ASCENSION MICHIGAN CORPORATE SERVICES	ACLS PROVIDER UPDATE/RECERTIFICATION	\$ 325.00
12/10/2021	134405	BENSON VALERIE	REFUND	\$ 157.77
12/10/2021	134406	BRONNER'S COMMERICAL DISPLAY	BULBS	\$ 232.09
12/10/2021	134407	CITY OF OWOSSO	2021 WINTER TAXES/OWOSSO DRAIN	\$ 5,885.30
12/10/2021	134408	CORUNNA MILLS FEED LLC	UREA	\$ 142.00
12/10/2021	134409	JUDY ELAINE CRAIG	COURIER SERVICE	\$ 171.00
12/10/2021	134410	D & D TRUCK & TRAILER PARTS	PARTS	\$ 299.65
12/10/2021	134411	DORT FINANCIAL CREDIT UNION	THREE MONTH CD	\$ 755,000.00
12/10/2021	134412	DOWNTOWN DEVELOPMENT AUTHORITY	VOID	\$ -
12/10/2021	134413	DURAND AUTO PARTS	LUBE	\$ 77.88
12/10/2021	134414	THE FEIGNER CO INC	ROLLING DOCK FOR HOPKINS LAKE	\$ 5,033.44
12/10/2021	134415	FIRST NATIONAL BANK OF OMAHA	ARMORER'S COURSE FOR RUSTY LAMAY	\$ 138.50
12/10/2021	134416	FIRST NATIONAL BANK OF OMAHA	ZOOM SERVICE/CHIMPMUNK	\$ 25.88
12/10/2021	134417	FUOSS GRAVEL COMPANY	22A GRAVEL	\$ 1,131.46
12/10/2021	134418	GABBARD OVERHEAD DOOR	DOOR REPAIRS	\$ 750.00
12/10/2021	134419	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$ 124.10
12/10/2021	134420	TIMOTHY J GUYSKY	REIMBURSEMENT	\$ 102.07
12/10/2021	134421	H2O COMPLIANCE SERVICES INC	NOV 21-INSPECTION SERVICES FOR CROSS CONNECTION	\$ 731.25
12/10/2021	134422	DAVID HAUT	REIMBURSEMENT	\$ 614.80
12/10/2021	134423	HOME DEPOT CREDIT SERVICES	SUPPLIES/MATERIALS	\$ 472.86
12/10/2021	134424	INDUSTRIAL LADDER AND SUPPLY INC	VOID	\$ -
12/10/2021	134425	LAMPHERE'S	PLUMBING REPAIRS	\$ 549.73
12/10/2021	134426	LAW ENFORCEMENT RECORDS MANAGEMENT	CLASS-S GOETZINGER/A BOWEN	\$ 40.00
12/10/2021	134427	LEPLEY, ROBERT B & CORY R	BD Bond Refund	\$ 12,746.00
12/10/2021	134428	MANSOUR, GHASSAN & VANESSA	BD Payment Refund	\$ 578.00
12/10/2021	134429	MICHIGAN FIRE INSPECTORS SOCIETY	MEMBERSHIP FOR RICHARD BREWBAKER	\$ 30.00
12/10/2021	134430	MICHIGAN MUNICIPAL LEAGUE WORKERS' COMP FUND	WORKERS COMP	\$ 4,427.97
12/10/2021	134431	NATIONAL HOSE TESTING SPECIALTIES I	2021 GROUND LADDER TESTING	\$ 1,111.90
12/10/2021	134432	NATIONAL ROOFING & SHEET METAL CO I	WATER LEAKS REPAIRED	\$ 950.00
12/10/2021	134433	NORTHERN TOOL & EQUIPMENT	WELDING CART	\$ 71.95
12/10/2021	134434	OFFICE SOURCE	SUPPLIES	\$ 68.50
12/10/2021	134435	OWOSSO BOLT & BRASS CO	PARTS	\$ 288.72
12/10/2021	134436	OWOSSO CHARTER TOWNSHIP TREASURER	TAX PAYMENTS	\$ 159.03
12/10/2021	134437	OWOSSO CHARTER TWP TREAS &	2021 OWOSSO DRAIN ASSESSMENT PER AGREEMENT	\$ 766.10
12/10/2021	134438	OWOSSO CHARTER TWP TREAS &	2021 OWOSSO DRAIN ASSESSMENT PER AGREEMENT	\$ 204.66
12/10/2021	134439	OWOSSO CHARTER TWP TREAS &	2021 OWOSSO DRAIN ASSESSMENT PER AGREEMENT	\$ 311.92

12/10/2021	134440	OWOSSO READY MIX COMPANY	CONCRETE	\$	541.00
12/10/2021	134441	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$	375.44
12/10/2021	134442	PENNINGTON FARM DRAINAGE LLC	AIKEN RD BRUSH AND LEAF SITE SERVICES	\$	14,485.00
12/10/2021	134443	POSTMASTER	PERMIT 51 FEE	\$	265.00
12/10/2021	134444	REPUBLIC SERVICES INC	DECEMBER 2021-REFUSE SERVICE	\$	443.48
12/10/2021	134445	SHIAWASSEE COUNTY TREASURER	NOVEMBER 2021-MOBILE HOME TAX DISTRIBUTION	\$	422.50
12/10/2021	134446	SHIAWASSEE COUNTY TREASURER	2021 SUMMER TAX COLLECTION	\$	6,721.61
12/10/2021	134447	SHKRELI LESH	BD Payment Refund	\$	900.00
12/10/2021	134448	STATE OF MICHIGAN	BROWNFIELD REDEVELOPMENT FUNDS	\$	14,856.50
12/10/2021	134449	STATE OF MICHIGAN-EGLE	WATER TESTING SERVICES	\$	648.00
12/10/2021	134450	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$	60.00
12/10/2021	134451	VALLEY LUMBER	PARTS	\$	49.08
12/10/2021	134452	WIN'S ELECTRICAL SUPPLY OF OWOSSO	PARTS	\$	441.00
12/10/2021	134453	WT STEVENS CONSTRUCTION INC	2021 WATER SERVICE LINE REPLACEMENT PROJECT	\$	16,637.50
12/10/2021	7(S)	FIRST NATIONAL BANK OF OMAHA	FUNERAL FLOWERS-PAID BY EMPLOYEE DONATIONS	\$	-
12/10/2021	7381(A)	THE ACCUMED GROUP	AMBULANCE BILLING SERVICES & STATE REPORTING	\$	4,155.00
12/10/2021	7382(A)	ALLMAX SOFTWARE INC	ANTERO MAINTENANCE ANNUAL SUPORT	\$	1,360.00
12/10/2021	7383(A)	AMAZON CAPITAL SERVICES	SUPPLIES	\$	367.59
12/10/2021	7384(A)	BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	\$	960.89
12/10/2021	7385(A)	C D W GOVERNMENT, INC.	VERITAS BACKUP	\$	3,417.00
12/10/2021	7386(A)	CENTRON DATA SERVICES, INC.	2021 WINTER TAX BILLS-POSTAGE/PROCESSING	\$	1,869.93
12/10/2021	7387(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.09
12/10/2021	7388(A)	CMP DISTRIBUTORS INC	EQUIPMENT FOR SCOTT DAVIS	\$	171.00
12/10/2021	7389(A)	COMPRESSOR ENGINEERING CORP	COMP CLEAN II	\$	1,131.36
12/10/2021	7390(A)	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	42,457.83
12/10/2021	7392(A)	Void Reason: Created From Check Run Process		\$	-
12/10/2021	7393(A)	Void Reason: Created From Check Run Process		\$	-
12/10/2021	7394(A)	CRUISERS INC	PRINTERS FOR TWO NEW VEHICLES OPD 7 AND 12	\$	1,147.25
12/10/2021	7395(A)	DALTON ELEVATOR LLC	RENT/SUPPLIES	\$	453.36
12/10/2021	7396(A)	DELAU FIRE & SAFETY INC	FIRE EXTINGUISHERS (5)	\$	1,495.00
12/10/2021	7397(A)	DOWNTOWN DEVELOPMENT AUTHORITY	2021 SUMMER TAX COLLECTION	\$	67.37
12/10/2021	7398(A)	EMPLOYEE BENEFIT CONCEPTS INC	DEC 2021 FSA ADMIN FEE	\$	126.50
12/10/2021	7399(A)	ENGINEERED PROTECTION SYSTEMS INC	ALARM SYSTEM MONITORING-1/1/22-3/31/22	\$	150.00
12/10/2021	7400(A)	FISHBECK, THOMPSON, CARR & HUBER,	ENGINEERING SERVICES	\$	2,374.50
12/10/2021	7401(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME	\$	6,694.28
12/10/2021	7402(A)	HALLIGAN ELECTRIC INC	REWIRE PUMP	\$	445.92
12/10/2021	7403(A)	JON STEWART HARRIS	ELECTRICAL INSPECTIONS	\$	600.00
12/10/2021	7404(A)	HOSPITAL NETWORK HEALTHCARE SERVICE	SHARPS DISPOSAL	\$	240.00
12/10/2021	7405(A)	J & H OIL COMPANY	FUEL-PE 11/30/21	\$	6,339.04
12/10/2021	7406(A)	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE	\$	2,890.49
12/10/2021	7407(A)	KODIAK EMERGENCY EQUIPMENT INC	REPAIR TO MEDIC 3	\$	77.90
12/10/2021	7408(A)	LANSING UNIFORM CO.	JACKET FOR KEVIN LENKART	\$	122.45
12/10/2021	7409(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK	\$	1,054.80
12/10/2021	7410(A)	MISS DIG SYSTEM, INC.	2022 MEMBERSHIP TO MISS DIG	\$	2,701.12
12/10/2021	7411(A)	MOORE TROSPER CONSTRUCTION CO	GOULD HOUSE RENOVATIONS	\$	4,996.93

12/10/2021	7412(A)	GENUINE PARTS COMPANY	PARTS	\$	544.82
12/10/2021	7413(A)	OFFICE DEPOT	SUPPLIES	\$	511.86
12/10/2021	7414(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	210.00
12/10/2021	7415(A)	PASSPORT LABS INC	NOVEMBER 2021-PARKING TICKET MANAGEMENT	\$	39.63
12/10/2021	7416(A)	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	\$	5,140.36
12/10/2021	7417(A)	RUBOB'S INC	NOVEMBER 2021 DRY CLEANING-PUBLIC SAFETY	\$	269.35
12/10/2021	7418(A)	SAFEUILT MICHIGAN LLC	NOVEMBER 2021-BUILDING DEPARTMENT SERVICES	\$	11,290.07
12/10/2021	7419(A)	SAFETY-KLEEN SYSTEMS INC	WWTP-QUARTERLY REPLACE/RECYCLE OF PARTS FLUID	\$	344.00
12/10/2021	7420(A)	SHERIDAN SURVEYING CO	LOGOON #1 BOTTON SURVEY	\$	1,100.00
12/10/2021	7421(A)	THE SHERWIN-WILLIAMS CO.	PUMP	\$	22.65
12/10/2021	7422(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	VEHICLE AND REPAIRS	\$	35,931.55
12/10/2021	7423(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$	569.97
12/10/2021	7424(A)	SUNBURST GARDENS, INC.	DOWNTOWN PAVER AND IRRIGATION REPAIRS	\$	2,495.00
12/10/2021	7425(A)	UNITED PARCEL SERVICE	SHIPPING	\$	6.63
12/10/2021	7426(A)	USA BLUE BOOK	PARTS/SUPPLIES	\$	966.61
12/10/2021	7427(A)	VISTA ANALYTICAL LABORATORY INC	WASTEWATER ANALYSES	\$	1,355.00
12/22/2021	134454	LACINA DANIEL	REFUND	\$	179.60
12/22/2021	134455	MARTINEZ BONNIE	REFUND	\$	87.62
12/22/2021	134456	JAYNE S BROWN	BOARD OF REVIEW MEETING	\$	50.00
12/22/2021	134457	BOWSER ALEC	UB refund for account: 2921190029	\$	166.85
12/22/2021	134458	MAY MICHELLE	UB refund for account: 5505570003	\$	189.70
12/22/2021	134459	MILLIGAN KELLY	UB refund for account: 1752000009	\$	159.40
12/22/2021	134460	PUGH JOSHUA	UB refund for account: 2001840008	\$	167.24
12/22/2021	134461	MILLAR JEFFERY	UB refund for account: 2206590009	\$	103.61
12/22/2021	134462	HERALD TARA	UB refund for account: 1750000007	\$	73.76
12/22/2021	134463	SIMPLEX PROPERTIES	UB refund for account: 2921190030	\$	42.18
12/22/2021	134464	COMMUNITY IMAGE BUILDERS	COMMUNITY DEVELOPMENT SERVICES	\$	5,182.50
12/22/2021	134465	CORELOGIC	2021 Sum Tax Refund 050-390-003-006-00	\$	3,202.84
12/22/2021	134466	RONALD DANKERT	BOARD OF REVIEW MEETING	\$	50.00
12/22/2021	134467	DAYSTARR COMMUNICATIONS	JANUARY 2022-PHONE AND INTERNET SERVICE	\$	1,102.09
12/22/2021	134468	DELTA DENTAL PLAN OF MICHIGAN INC	JANUARY 2022-DENTAL INSURANCE PREMIUM	\$	4,254.02
12/22/2021	134469	DUNN, JOHN C./DUNN, RICHARD T.	2021 Sum Tax Refund 050-673-005-025-00	\$	640.53
12/22/2021	134470	FARVER TOM	REIMBURSEMENT	\$	2,500.00
12/22/2021	134471	HOPKINS, PEGGY A	2021 Sum Tax Refund 050-070-004-003-00	\$	656.56
12/22/2021	134472	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS/SUPPLIES	\$	127.90
12/22/2021	134473	JERRY L JONES	BOARD OF REVIEW MEETING	\$	50.00
12/22/2021	134474	LLOYD MILLER & SONS, INC	PARTS	\$	130.78
12/22/2021	134475	LOPEZ ENGINEERING INC	216 S ELM ST TRAVEL AND COURT HEARING	\$	1,050.00
12/22/2021	134476	MICHIGAN CO INC	RAGS	\$	371.75
12/22/2021	134477	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	TRANSFER OF SETTLEMENT FUNDS	\$	148.10
12/22/2021	134478	NATIONAL FIRE PROTECTION ASSOCIATION	FIRE PLAN EXAMINER RECERTIFICATION	\$	150.00
12/22/2021	134479	NORTH AMERICAN OVERHEAD DOOR INC	RECEIVER/TRANSMITTER	\$	79.98
12/22/2021	134480	OWOSSO PUBLIC SCHOOLS	2021 TAX COLLECTION	\$	348,074.92
12/22/2021	134481	PHP MEDICARE	JANUARY 2021-RETIRES HEALTH CARE	\$	237.00
12/22/2021	134482	ROGUE INDUSTRIAL SERVICES LLC	STORM SEWER TELEVISIONING	\$	4,732.60

12/22/2021	134483	MIKE SELLECK	BOARD OF REVIEW MEETING	\$	50.00
12/22/2021	134484	SHIAWASSEE COUNTY TREASURER	2021 SUMMER OPRA TAX COLLECTION	\$	274.22
12/22/2021	134485	SHIAWASSEE COUNTY TREASURER	OWOSSO DRAIN PAYMENTS	\$	210.94
12/22/2021	134486	SHIAWASSEE COUNTY TREASURER	2021 TAX COLLECTION	\$	227,093.70
12/22/2021	134487	STATE OF MICHIGAN	NPDES ANNUAL PERMIT FEE FOR 2022	\$	5,500.00
12/22/2021	134488	STATE OF MICHIGAN	TAX DISTRIBUTION	\$	5,418.48
12/22/2021	134489	STATE OF MICHIGAN-DEPT OF T M & B	MIDEAL MEMBERSHIP ID#358-CITY OF OWOSSO	\$	230.00
12/22/2021	7428(A)	AMERICAN WATER WORKS ASSOCIATION	2022 MEMBERSHIP-2/1/22-1/31/23	\$	2,304.00
12/22/2021	7429(A)	BIO-CARE INC	RESPIRATORY SURVEILLANCE TESTING (15)	\$	1,504.00
12/22/2021	7430(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.09
12/22/2021	7431(A)	D & K TRUCK COMPANY INC	PARTS	\$	144.13
12/22/2021	7432(A)	DORNBOS SIGN INC	CHILDREN PLAYING SIGN (2)	\$	59.46
12/22/2021	7433(A)	DOWNTOWN DEVELOPMENT AUTHORITY	2021 TAX COLLECTION	\$	207.87
12/22/2021	7434(A)	DOWNTOWN DEVELOPMENT AUTHORITY	2021 TAX COLLECTION	\$	87.05
12/22/2021	7435(A)	DOWNTOWN DEVELOPMENT AUTHORITY	AD VALOREM TAX CAPTURE	\$	147,408.91
12/22/2021	7436(A)	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING SERVICES	\$	912.00
12/22/2021	7437(A)	AMBER FULLER	BOARD OF REVIEW MEETING	\$	50.00
12/22/2021	7438(A)	GORDON CONSTRUCTION SERVICES INC	2021 RETAINING WALL PROJECT-WEST OF CITY	\$	5,637.03
12/22/2021	7439(A)	GOULD LAW PC	PROFESSIONAL SERVICES	\$	12,756.28
12/22/2021	7440(A)	H2A ARCHITECTS INC	RENOVATION OF GROVE PARK WARMING CENTER	\$	834.00
12/22/2021	7441(A)	UTILITY CONSUMER ANALYTICS INC	ANNUAL MAINTENANCE ACE PROTAL	\$	22,500.00
12/22/2021	7442(A)	HODGE GLASS SERVICE INC	WINDSHIELD REPAIR-DUMP TRUCK	\$	40.00
12/22/2021	7443(A)	HYDROTEX INC	ACCULUBE	\$	662.82
12/22/2021	7444(A)	INTERSTATE BILLING SERVICE INC	PARTS	\$	1,039.31
12/22/2021	7445(A)	J & H OIL COMPANY	FUEL PE 12/15/21	\$	6,820.78
12/22/2021	7446(A)	LOGICALIS INC	NETWORK ENGINEERING	\$	7,105.00
12/22/2021	7447(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL SERVICE	\$	175.00
12/22/2021	7448(A)	MEI TOTAL ELEVATOR SOLUTIONS	REPAIR TO CITY HALL ELEVATOR	\$	1,241.19
12/22/2021	7449(A)	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT LABS	\$	177.75
12/22/2021	7450(A)	MICH BUSINESS POWERED BY MDPA	JANUARY 2022 COBRA ADMIN FEE	\$	200.00
12/22/2021	7451(A)	MOORE TROSPER CONSTRUCTION CO	GOULD HOUSE RENOVATIONS	\$	21,943.63
12/22/2021	7452(A)	OHM	ENGINEERING SERVICES	\$	3,913.00
12/22/2021	7453(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	210.00
12/22/2021	7454(A)	PHP INSURANCE COMPANY	JANUARY 2022-HEALTH INSURANCE	\$	100,212.17
12/22/2021	7455(A)	PRINTING SYSTEMS, INC.	ELECTIONS SUPPLIES	\$	234.24
12/22/2021	7456(A)	SHIAWASSEE DISTRICT LIBRARY	2021 TAX COLLECTION	\$	34,818.19
12/22/2021	7457(A)	TETRA TECH INC	DEVELOPMENT OF A WATER TREATMENT PLANT SCADA SYSTEM	\$	5,700.00
12/22/2021	7458(A)	UNITED PARCEL SERVICE	SHIPPING	\$	4.39
12/22/2021	7459(A)	VERIZON WIRELESS	MODEM FEES FOR AMR	\$	155.22
12/22/2021	7460(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-11/16/21-11/30/21	\$	14,423.44

1 TOTALS:

(5 Checks Voided)

Total of 165 Disbursements:

\$ 2,006,673.96

OSSO HISTORICAL COMMISSION FUND

12/10/2021	5469	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	745.09
12/10/2021	5470	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	89.94
12/10/2021	5471	MICHIGAN MUNICIPAL LEAGUE WORKERS' COMP FUND	PAYROLL AUDIT	\$	4.03
12/10/2021	5472	NO MOW PROBLEMS LAWN CARE	NOV 2021 SERVICES AT GOULD HOUSE	\$	180.00
12/10/2021	5473	VALLEY LUMBER	MATERIALS	\$	53.46
12/22/2021	5474	AMERICAN SPEEDY PRINTING	CHRISTMAS PARTY PRINTING	\$	45.00
12/22/2021	5475	DAYSTARR COMMUNICATIONS	PHONE/INTERNET SERVICE	\$	77.38

10 TOTALS:

Total of 7 Disbursements:

\$ 1,194.90

REPORT TOTALS:

(5 Checks Voided)

Total of 172 Disbursements:

\$ 2,007,868.86

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 01/01/2022 - 01/31/2022

Check Date	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)				
01/07/2022	134490	AZEE BUSINESS SOLUTIONS LLC	DDA LOAN PROCEEDS	\$ 23,000.00
01/07/2022	134491	J F CAVANAUGH COMPANY	WTP WASH WATER PUMP & PIPING REPLACEMENT	\$ 44,668.89
01/07/2022	134492	JUDY ELAINE CRAIG	DECEMBER 2021-COURIER SERVICE	\$ 189.00
01/07/2022	134493	D & D TRUCK & TRAILER PARTS	PARTS/SUPPLIES	\$ 1,770.16
01/07/2022	134494	DORT FINANCIAL CREDIT UNION	INVENSTMENT FUNDS	\$ 4,000,000.00
01/07/2022	134495	DURAND AUTO PARTS	HYDRAULIC FITTINGS	\$ 66.56
01/07/2022	134496	CHRISTOPHER EVELETH	COUNCIL PAY AND MAYORIAL STIPEND	\$ 260.00
01/07/2022	134497	JANAE L FEAR	COUNCIL PAY	\$ 150.00
01/07/2022	134498	FIRST NATIONAL BANK OF OMAHA	FUNERAL FLOWERS PAID BY EMPLOYEE DONATIONS	\$ 66.77
01/07/2022	134499	FIRST NATIONAL BANK OF OMAHA	TASER INSTRUCTOR CERTIFICATION-M OLSEY	\$ 375.00
01/07/2022	134500	H2O COMPLIANCE SERVICES INC	WATER SUPPLY BACKFLOW PREVENTERS TESTING	\$ 2,903.63
01/07/2022	134501	JEROME C HABER	COUNCIL PAY	\$ 130.00
01/07/2022	134502	HANKERD SPORTSWEAR	BALL CAPS (22) FOR OFD	\$ 550.00
01/07/2022	134503	HOME DEPOT CREDIT SERVICES	PARTS/SUPPLIES	\$ 445.52
01/07/2022	134504	JABB MANAGEMENT, LLC	BD Payment Refund	\$ 811.00
01/07/2022	134505	LAMPHERE'S	PLUMBING REPAIR	\$ 420.35
01/07/2022	134506	DANIEL A. LAW	COUNCIL PAY	\$ 150.00
01/07/2022	134507	LEGAL & LIABILITY RISK MANAGEMENT	SEMINAR FOR JON CECIL-#15618	\$ 150.00
01/07/2022	134508	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE	WINTER 22 FULL CONFERENCE REGISTRATION-K LENKAR	\$ 280.00
01/07/2022	134509	SUSAN J. OSIKA	COUNCIL PAY	\$ 140.00
01/07/2022	134510	OWOSSO BOLT & BRASS CO	PARTS	\$ 219.95
01/07/2022	134511	OWOSSO CHARTER TOWNSHIP TREAS	PAYMENT PER CONSERVATION EASEMENT AGREEMENT	\$ 272.39
01/07/2022	134512	OWOSSO CHARTER TWP TREAS	2021 OWOSSO DRAIN ASSESSMENT PER AGREEMENT	\$ 104.41
01/07/2022	134513	OWOSSO CHARTER TWP TREAS	2021 OWOSSO DRAIN ASSESSMENT PER AGREEMENT	\$ 84.93
01/07/2022	134514	OWOSSO CHARTER TWP TREAS	2021 OWOSSO DRAIN ASSESSMENT PER AGREEMENT	\$ 759.97
01/07/2022	134515	OWOSSO PUBLIC SCHOOLS	2021 TAX COLLECTION MINUS TAX CAPTURE	\$ 968,745.67
01/07/2022	134516	OWOSSO-WATER FUND	WATER/SEWER USAGE	\$ 5,288.22
01/07/2022	134517	NICHOLAS L PIDEK	COUNCIL PAY	\$ 140.00
01/07/2022	134518	SHIAWASSEE COUNTY TREASURER	2021 SUMMER OPRA TAX CAPTURE	\$ 585.63
01/07/2022	134519	SHIAWASSEE COUNTY TREASURER	2021 TAX COLLECTION MINUS TAX CAPTURE	\$ 732,865.53
01/07/2022	134520	STANDARD INSURANCE COMPANY	GROUP LIFE INSURANCE	\$ 5,747.89
01/07/2022	134521	STATE OF MICHIGAN	QUALITY ASSURANCE ASSESSMENT-10/1/21-12/31/21	\$ 1,700.13
01/07/2022	134522	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEE	\$ 30.00
01/07/2022	134523	STREAMLIGHT	FLASH LIGHTS CHANGED TO LED (4)	\$ 186.18
01/07/2022	134524	SUNNYSIDE FLORIST	FUNERAL FLOWERS-PAID BY EMPLOYEE DONATIONS	\$ 40.00
01/07/2022	134525	SUTTON, JAYNE	BD Payment Refund	\$ 749.00

01/07/2022	134526	ROBERT J TEICH JR	COUNCIL PAY	\$	150.00
01/07/2022	134527	THREE FIT CHECKS DBA BANGIN' BOWLS	DDA LOAN PROCEEDS	\$	50,000.00
01/07/2022	134528	TRACTOR SUPPLY COMPANY	TARP	\$	5.99
01/07/2022	134529	WIN'S ELECTRICAL SUPPLY OF OWOSSO	SUPPLIES	\$	926.80
01/07/2022	7461(A)	AMAZON CAPITAL SERVICES	SUPPLIES	\$	93.49
01/07/2022	7462(A)	APPLIED SPECIALTIES INC	LIMECURE-25	\$	4,702.50
01/07/2022	7463(A)	AXON ENTERPRISE INC	TRAINING SUPPLIES	\$	528.00
01/07/2022	7464(A)	BISBEE INFRARED SERVICES INC	INFRARED INSPECTION	\$	550.00
01/07/2022	7465(A)	CENTRON DATA SERVICES, INC.	WATER/SEWER BILLS PRINTING AND MAILING SERVICES	\$	5,626.68
01/07/2022	7466(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.09
01/07/2022	7467(A)	COMMUNITY IMAGE BUILDERS	PLANNING, ZONING & DEVELOPMENT ADVISORY	\$	1,560.50
01/07/2022	7468(A)	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	35,035.62
01/07/2022	7469(A)	Void Reason: Created From Check Run Process		\$	-
01/07/2022	7470(A)	DALTON ELEVATOR LLC	DEC 21 CYLINDER RENTAL/SUPPLIES	\$	462.94
01/07/2022	7471(A)	DETROIT SALT COMPANY LLC	ROAD SALT	\$	11,593.70
01/07/2022	7472(A)	DOWNTOWN DEVELOPMENT AUTHORITY	2021 TAX COLLECTION	\$	207.68
01/07/2022	7473(A)	EDWARDS SIGN & SCREEN PRINTING, INC	SIGN FOR PUBLIC SAFETY BUILDING	\$	4,925.00
01/07/2022	7474(A)	ETNA SUPPLY COMPANY	PARTS	\$	1,260.00
01/07/2022	7475(A)	FISHER SCIENTIFIC CO.	LAB SUPPLIES	\$	120.45
01/07/2022	7476(A)	FRANKENMUTH CREDIT UNION	INVESTMENT FUNDS	\$	4,200,010.00
01/07/2022	7477(A)	GILBERT'S DO IT BEST HARDWARE & APPLIANCE	SUPPLIES	\$	375.20
01/07/2022	7478(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME	\$	6,684.23
01/07/2022	7479(A)	HAMILTON ELECTRIC CO., INC.	EAST ROUGHING TOWER (E-RT) 100 HP MOTOR	\$	2,375.00
01/07/2022	7480(A)	JON STEWART HARRIS	DECEMBER 2021-ELECTRICIAL ENSPECTIONS	\$	3,665.00
01/07/2022	7481(A)	INTERNATIONAL CODE COUNCIL INC	CODE BOOKS	\$	173.00
01/07/2022	7482(A)	J & H OIL COMPANY	FUEL PE 12/31/21	\$	6,112.96
01/07/2022	7483(A)	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE	\$	3,298.61
01/07/2022	7484(A)	KENT COMMUNICATIONS INC	PERSONAL PROPERTY STATEMENT PROCESSING	\$	343.25
01/07/2022	7485(A)	KIESLER POLICE SUPPLY INC	HAND GUNS (25)	\$	4,279.60
01/07/2022	7486(A)	KODIAK EMERGENCY EQUIPMENT INC	PARTS	\$	675.05
01/07/2022	7487(A)	LUDINGTON ELECTRIC, INC.	ELECTRICAL REPAIRS	\$	652.48
01/07/2022	7488(A)	MATHESON TRI-GAS INC	BULK CARBON DIOXIDE (CO2)	\$	1,810.32
01/07/2022	7489(A)	MEYER ELECTRIC INC	ELECTRICAL REPAIRS	\$	1,440.00
01/07/2022	7490(A)	MICHIGAN MUNICIPAL RISK MANAGEMENT	BUILDING AND PROPERTY INSURANCE	\$	65,885.57
01/07/2022	7491(A)	MPH INDUSTRIES, INC.	VOID	\$	-
		Void Reason: SENT BY ACH-ACCOUNT CLOSED			
01/07/2022	7492(A)	MUNICIPAL EMPLOYEES RETIREMENT SYSTEM	DEC 2021-EMPLOYER CONTRIBUTIONS	\$	89,175.34
01/07/2022	7493(A)	OHM	ENGINEERING SERVICES	\$	5,870.50
01/07/2022	7494(A)	PAXXO (USA) INC	SUPPLIES	\$	810.85
01/07/2022	7495(A)	POLICE OFFICERS LABOR COUNCIL	DUES	\$	1,658.25
01/07/2022	7496(A)	POLYDYNE INC	AF 4500 POLYMER	\$	2,399.04
01/07/2022	7497(A)	QUADIENT FINANCE USA INC	POSTAGE FUNDS FOR METER	\$	2,002.00

01/07/2022	7498(A)	REPUBLIC SERVICES INC	JANUARY 2022-REFUSE SERVICE	\$ 443.48
01/07/2022	7499(A)	SHIAWASSEE DISTRICT LIBRARY	2021 TAX COLLECTION	\$ 113,463.75
01/07/2022	7500(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	PUBLIC SAFETY VEHICLE REPAIRS	\$ 753.77
01/07/2022	7501(A)	STAPLES BUSINESS CREDIT	SUPPLIES	\$ 495.30
01/07/2022	7502(A)	WITMER PUBLIC SAFETY GROUP INC	GLOVES (2)	\$ 166.89
01/07/2022	7503(A)	TOTAL ENERGY SYSTEMS LLC	GENERATOR MAINTENANCE	\$ 200.89
01/07/2022	7504(A)	TRUCK & TRAILER SPECIALTIES	DUMP BODY INSTALLED ONTO NEW TRUCK	\$ 82,689.00
01/07/2022	7505(A)	VERIZON WIRELESS	MODEM FEES	\$ 480.12
01/07/2022	7506(A)	WASTE MANAGEMENT OF MICHIGAN INC	LANDFILL DISPOSAL CHARGES-12/16/21-12/31	\$ 7,344.81
01/07/2022	7507(A)	WEST SHORE FIRE INC	2021 SIREN MAINTENANCE AND INSPECTION	\$ 1,540.00
01/21/2022	134530	H K ALLEN PAPER CO	SUPPLIES	\$ 401.00
01/21/2022	134531	AMROCK LLC	VOID	\$ -
		Void Reason: VOID PER TREASURER		
01/21/2022	134532	BUKOVICK JENNIFER	LSL REPLACEMENT PROGRAM-1016 N WATER ST	\$ 1,250.00
01/21/2022	134533	CALEDONIA CHARTER TOWNSHIP	PAYMENT PER WATER DISTRICT AGREEMENT	\$ 45,908.62
01/21/2022	134534	CAPITAL REAL ESTATE TAX SERVICE	2021 Win Tax Refund 050-666-000-033-00	\$ 876.38
01/21/2022	134535	CHEMCO SYSTEMS LP	PARTS	\$ 577.00
01/21/2022	134536	CISLO TITLE	REFUND	\$ 659.63
01/21/2022	134537	CORELOGIC CENTRALIZED REFUNDS	2021 Win Tax Refund 050-520-000-003-00	\$ 13,255.53
01/21/2022	134538	DAYSTARR COMMUNICATIONS	FEBRUARY 2022-PHONE AND BROADBAND INTERNET	\$ 1,083.33
01/21/2022	134539	DELTA DENTAL PLAN OF MICHIGAN INC	FEBRUARY 2022-DENTAL INSURANCE PREMIUM	\$ 4,165.62
01/21/2022	134540	DORT FINANCIAL CREDIT UNION	INVESTMENT FUNDS	\$ 1,000,000.00
01/21/2022	134541	ELHORN ENGINEERING COMPANY	ACCU-TAB TABLETS (13 PAILS)	\$ 1,924.00
01/21/2022	134542	EMPCO INC	SECTION BREAKDOWN FOR WATER	\$ 50.00
01/21/2022	134543	GRAND RIVER CONSTRUCTION INC	WASTEWATER TREATMENT PLANT HEADWORKS IMPROV	\$ 45,100.66
01/21/2022	134544	INDUSTRIAL SUPPLY OF OWOSSO INC	SUPPLIES	\$ 19.00
01/21/2022	134545	INTERNATIONAL ASSO FOR PROPERTY AND EVIDENCE	MEMBERSHIP FOR S GOETZINGER/ E CHERRY	\$ 130.00
01/21/2022	134546	KERR PUMP & SUPPLY	DEWATERING PUMP	\$ 1,231.08
01/21/2022	134547	LIVINGSTON COUNTY ASSESSOR'S ASSOCIATION	TRAINING FOR MARY JO CALKINS/ MIKE DOWLER	\$ 70.00
01/21/2022	134548	LLOYD MILLER & SONS, INC	PARTS	\$ 1,997.50
01/21/2022	134549	MICHIGAN ASSOCIATION OF CHIEFS OF POLICE	MEMBERSHIP FOR ERIC CHERRY-3/1/22-2/28/23	\$ 100.00
01/21/2022	134550	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT COMPENSATION	\$ 173.18
01/21/2022	134551	MICHIGAN TOWNSHIP ASSOCIATION	BOARD OF REVIEW TRAINING-RON DANKERT	\$ 113.00
01/21/2022	134552	MID MICHIGAN CHIEFS OF POLICE ASSO	KEVIN LENKART MEMBERSHIP	\$ 25.00
01/21/2022	134553	NORTH AMERICAN OVERHEAD DOOR INC	DOOR REPAIR	\$ 220.47
01/21/2022	134554	OWOSSO PUBLIC SCHOOLS	2021 TAX COLLECTION	\$ 251,681.16
01/21/2022	134555	P F PETTIBONE & CO	RED MINUTE BOOK	\$ 198.90
01/21/2022	134556	SHIAWASSEE COUNTY HEALTH DEPARTMENT	PERMIT FOR MAPLE AVE	\$ 187.00
01/21/2022	134557	SHIAWASSEE COUNTY TREASURER	2021 TAX COLLECTION	\$ 143,383.72
01/21/2022	134558	STATE OF MICHIGAN	MEDICAL WASTE PRODUCING FACILITY FEE	\$ 75.00
01/21/2022	134559	STATE OF MICHIGAN-MSHDA	GRANT PROGRAM FUNDS RETURNED TO MSHDA	\$ 18,750.00
01/21/2022	134560	SUMMIT TITLE SERVICES, LLC	2021 Win Tax Refund 050-380-003-020-00	\$ 149.70

01/21/2022	134561	VALLEY LUMBER	SUPPLIES	\$	41.57
01/21/2022	134562	WAKELAND OIL COMPANY	CAR WASHES-OPD	\$	336.00
01/21/2022	134563	WT STEVENS CONSTRUCTION INC	2021 WATER SERVICE LINE REPLACEMENT PROJECT	\$	13,493.90
01/21/2022	7508(A)	ABSOPURE WATER COMPANY LLC	WATER FOR LAB USE ONLY.	\$	106.00
01/21/2022	7509(A)	THE ACCUMED GROUP	AMBULANCE BILLING SERVICES & STATE REPORTING	\$	6,788.21
01/21/2022	7510(A)	AMAZON CAPITAL SERVICES	SUPPLIES	\$	154.88
01/21/2022	7511(A)	APOLLO FIRE EQUIPMENT COMPANY	BOOTS FOR A BUDD	\$	391.94
01/21/2022	7512(A)	B S & A SOFTWARE	MR LOANS MODULE FOR LOAN MANAGEMENT	\$	5,745.00
01/21/2022	7513(A)	BIO-CARE INC	RESPIRATORY SURVEILLANCE-S FLETCHER	\$	85.00
01/21/2022	7514(A)	BOUND TREE MEDICAL LLC	AMBULANCE MEDICAL SUPPLIES	\$	938.47
01/21/2022	7515(A)	CINTAS CORPORATION #308	FLOOR MATS	\$	46.09
01/21/2022	7516(A)	CONSUMERS ENERGY	GAS/ELECTRIC USAGE	\$	43,808.63
01/21/2022	7517(A)	DETROIT SALT COMPANY LLC	ROAD SALT	\$	22,294.80
01/21/2022	7518(A)	DORNBOS SIGN INC	STREET SIGNS (4)	\$	143.96
01/21/2022	7519(A)	EMPLOYEE BENEFIT CONCEPTS INC	JANUARY 2022 FSA ADMIN FEE	\$	415.50
01/21/2022	7520(A)	ETNA SUPPLY COMPANY	WATER INVENTORY	\$	1,946.60
01/21/2022	7521(A)	FISHBECK, THOMPSON, CARR & HUBER, INC	ENGINEERING SERVICES	\$	2,517.00
01/21/2022	7522(A)	FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING SERVICES	\$	20.00
01/21/2022	7523(A)	GABRIDGE & COMPANY PLC	AUDIT SERVICES OF FINANCIAL STATEMENTS	\$	29,500.00
01/21/2022	7524(A)	GOULD LAW PC	PROFESSIONAL SERVICES 12/14/21-1/10/22	\$	8,755.24
01/21/2022	7525(A)	GRAYMONT WESTERN LIME INC	BULK PEBBLE QUICK LIME	\$	6,562.26
01/21/2022	7526(A)	H2A ARCHITECTS INC	RENOVATION OF GROVE PARK WARMING CENTER	\$	1,545.00
01/21/2022	7527(A)	HACH COMPANY	LAB SUPPLIES	\$	1,835.84
01/21/2022	7528(A)	HODGE GLASS SERVICE INC	WINDSHIELD-GOLD IMPALA	\$	275.89
01/21/2022	7529(A)	INTERNATIONAL ASSOCIATION OF CHIEFS	2022 MEMBERSHIP-KEVIN LENKART	\$	190.00
01/21/2022	7530(A)	J & H OIL COMPANY	FUEL PE 1/15/22	\$	6,653.25
01/21/2022	7531(A)	KENT COMMUNICATIONS INC	ASSESSMENT NOTICES PROCESSING AND MAILING SERVI	\$	2,532.57
01/21/2022	7532(A)	KMI ROAD MAINTENANCE LLC	2021 SIDEWALK RESTORATION PROGRAM	\$	23,493.47
01/21/2022	7533(A)	LOGICALIS INC	NETWORK ENGINEERING	\$	8,469.00
01/21/2022	7534(A)	MCMASTER-CARR SUPPLY CO	PARTS	\$	292.89
01/21/2022	7535(A)	MERIT LABORATORIES INC	ANNUAL WATER TESTING SERVICES	\$	30.00
01/21/2022	7536(A)	GENUINE PARTS COMPANY	PARTS/SUPPLIES	\$	227.25
01/21/2022	7537(A)	NEOGEN CORPORATION	WTP LAB SUPPLIES	\$	1,895.49
01/21/2022	7538(A)	OWOSSO CHARTER TOWNSHIP	PAYMENT PER 2011 WATER AGREEMENT	\$	20,460.59
01/21/2022	7539(A)	PACE ANALYTICAL SERVICES INC	WASTEWATER ANALYSES	\$	210.00
01/21/2022	7540(A)	PASSPORT LABS INC	PARKING TICKET MANAGEMENT SYSTEM SERVICE	\$	114.22
01/21/2022	7541(A)	PHP MEDICARE	FEBRUARY 2022 RETIREES INSURANCE	\$	237.00
01/21/2022	7542(A)	PROLIME CORPORATION	REMOVAL OF SPENT LIME RESIDUALS FROM WTP	\$	151,598.77
01/21/2022	7543(A)	SAFEUILT MICHIGAN LLC	DECEMBER 2021-BUILDING DEPARTMENT SERVICES	\$	10,899.92
01/21/2022	7544(A)	SAFETY-KLEEN SYSTEMS INC	WWTP-QUARTERLY REPLACE/RECYCLE OF PARTS	\$	359.13
01/21/2022	7545(A)	SHIAWASSEE DISTRICT LIBRARY	201 TAX COLLECTION	\$	22,677.86
01/21/2022	7546(A)	SIGNATURE AUTO GROUP-OWOSSO MOTORS	REPAIRS OF PUBLIC SAFETY VEHICLES	\$	2,224.89

01/21/2022	7547(A)	SLC METER LLC	WATER METERS	\$	1,306.33
01/21/2022	7548(A)	SMITH SAND & GRAVEL INC	CLASS II SAND	\$	1,308.72
01/21/2022	7549(A)	TETRA TECH INC	DEVELOPMENT OF A WATER TREATMENT PLANT SCADA	\$	13,375.00
01/21/2022	7550(A)	TRUCK & TRAILER SPECIALTIES	PARTS	\$	706.40
01/21/2022	7551(A)	UNITED PARCEL SERVICE	SHIPPING	\$	8.46
01/21/2022	7552(A)	USA BLUE BOOK	LAB EQUIPMENT	\$	643.46
01/21/2022	7553(A)	VERIZON WIRELESS	CELL PHONE EQUIPMENT AND SERVICE	\$	138.01

1 TOTALS:

(3 Checks Voided)

Total of 164 Disbursements: \$12,470,673.42

Bank 10 OWOSSO HISTORICAL COMMISSION FUND

01/07/2022	5476	CONSUMERS ENERGY	GAS/ELECTRIC SERVICE	\$	822.43
01/07/2022	5477	FAMILY FARM & HOME	PEST SUPPLIES	\$	22.35
01/07/2022	5478	H2O COMPLIANCE SERVICES INC	WATER SUPPLY BACKFLOW PREVENTERS TESTING	\$	100.00
01/07/2022	5479	LAMPHERE'S	PLUMBING REPAIRS	\$	118.00
01/07/2022	5480	MICHIGAN MUNICIPAL RISK MANAGEMENT	BUILDING AND PROPERTY INSURANCE	\$	888.93
01/07/2022	5481	NO MOW PROBLEMS LAWN CARE	DECEMBER 2021-SNOW REMOVAL AT GOULD HOUSE	\$	40.00
01/07/2022	5482	OWOSSO-WATER FUND	WATER/SEWER SERVICE	\$	280.98
01/21/2022	5483	DAYSTARR COMMUNICATIONS	FEBRUARY 2022-PHONE AND INTERNET SERVICE	\$	80.39
01/21/2022	5484	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT COMPENSATION	\$	9.19
01/21/2022	5485	SPARTAN STORES LLC	CHRISTMAS PARTY FOOD	\$	173.06

10 TOTALS:

Total of 10 Disbursements: \$ 2,535.33

REPORT TOTALS:

(3 Checks Voided)

Total of 174 Disbursements: \$12,473,208.75



MEMORANDUM

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

DATE: February 2, 2022

TO: Mayor Eveleth and the Owosso City Council

FROM: City Manager

SUBJECT: 21 Day Posting – Offer to Purchase City Property on Morrice Rd

BACKGROUND:

The city received an offer of \$50,000 to purchase 10.85 acres of city owned property - parcel # 050-549-000-008-00(map attached). This parcel is zoned residential multi-family (RM1).

Recommendation

Authorize the posting of this offer for 21 days according to Section 14.3(B)(2) of the city charter governing the sale of real property.

RESOLUTION NO.

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

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcel 050-549-000-008-00, consisting of 10.85 acres of residential-zoned property vacant land; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase said parcel for fifty thousand dollars (\$50,000); and

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

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

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary, and in the public interest to consider selling the aforementioned parcel to Moxie Holdings, LLC in the amount of \$50,000.

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



BUY AND SELL AGREEMENT FOR VACANT LAND

Office of MOXIE HOLDINGS, LLC

_____, Broker,

GRAND RAPIDS

(city), Michigan Phone: 989.284.8494

Fax: _____

Email: ERICF@WORKWITHMOXIE.COM

Offer Date: 1-31-2022

4:00 PM (time)

1. **Agency Disclosure.** The undersigned Buyer and Seller each acknowledge the Broker named above is acting as (choose one):

- ☐ Subagent of the Seller ☒ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)
☐ Other (specify): _____

2. **Buyer's Offer.** The undersigned Buyer hereby offers and agrees to purchase property located in the CITY of OWOSSO, Shiawassee County, Michigan, commonly known as PENNBROOK DR, OWOSSO, MI, 48867

Permanent Parcel Number 050-549-000-008-00

and legally described as follows:

PT OF NE 1/4 SEC 26, T7N, R2E, CITY OF OWOSSO COM 66' N & 835' W OF E 1/4 COR SD SEC TO BEG., TH
W 485' TO CFN OF SEC. TH N 974 60' E 485' S TO POB (APPROX 10.85 ACRES)
(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

3. **Purchase Price.** The purchase price for the Property is:
FIFTY THOUSAND

Dollars (\$ 50,000.00).

4. **Payment of Purchase Price and Financing.** Complete subparagraph "A" and subparagraph "B".

Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

- ☒ **Cash.** Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.
- ☐ **Land Contract.** Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of \$ _____ and payment of the balance \$ _____ in _____ installments of \$ _____ or more, at Buyer's option, including interest at the rate of _____ % per annum computed monthly, interest to start on date of closing, and first payment to become due _____ after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

- ☒ **No Financing Contingency.** Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.
- ☐ **Financing Contingency.** Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within _____ (_____) calendar days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.


5. **Survey.** Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

- ☒ A new survey:
☐ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or
☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or
- ☐ A recertified survey; or
- ☐ No new or recertified survey;

shall be ☒ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within _____ (_____) calendar days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do

Property Address PENNBROOK DR, OWOSSO, MI

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Revision Date 5/2017

 _____

Buyer's Initials

Seller's Initials

so within the required time, then Buyer may order the required survey at Seller's expense. If the new or recertified survey (or absent such the existing survey, if any) discloses any material and adverse encumbrance that is not acceptable to Buyer, then Buyer shall have the right to object and to terminate this Agreement under the terms and conditions set forth in the Title Insurance paragraph contained in this Agreement; otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

6. **Title Insurance.** At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be ordered within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) calendar days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) calendar days of receiving written notice (the "Title Commitment Cure Period"), Buyer shall have the right to terminate this Agreement by giving Seller written notice within ten (10) calendar days after the expiration of the Title Commitment Cure Period, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

CLOSING THROUGH CHICAGO TITLE AGENCY OF MICHIGAN- SHELLEY MODRAK

7. **Inspections.** By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/investigations, including, but not limited to, the following:

☐ No Inspections ☒ Soil Borings ☒ Zoning ☒ Site Plan Approval ☒ Utilities ☒ Permitting ☒ Other (specify):

1. ACCEPTABLE CONSTRUCTION COST

2. ACCEPTABLE INFRASTRUCTURE COST TO EXTEND UTILITIES

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within ONE TWENTY (20) calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. **Closing Adjustments.** The following adjustments shall be made between the parties by the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- a. Prepaid rent and Additional Rent (as defined in the paragraph);
 - b. Interest on any existing indebtedness assumed by Buyer;
 - c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
 - d. Utility deposits;
 - e. Security deposits;
 - h. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent; Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall reassign the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent. Other:

9. **Property Taxes.** All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):

☐ No Proration:
☐ Buyer ☐ Seller shall pay the taxes billed in July.
☐ Buyer ☐ Seller shall pay the taxes billed in December.

- ☒ **Calendar Year Proration.** Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.



Buyer's Initials

Seller's Initials

10. **Special Assessments**, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:

11. **Conveyance.** Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 565.101 et seq.).

The following paragraph applies only if the Property includes unplatted land:

Seller agrees to grant Buyer at closing the right to make (insert number) _____ division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval, on or before _____ (date), of the proposed division to create the Premises. Other:

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:

- a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's interests, under this Agreement.
- c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
- d. Other:

13. **Warranties of Seller.** Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:

- a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
- b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
- c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or that could adversely affect Buyer's title or use of the Property.
- d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the interim between the signing of this Agreement and the closing date.
- e. If a statement(s) of income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
- f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the index of Exhibits:
 - (1) All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
 - (2) The rents set forth are being collected on a current basis and there are no arrearages;
 - (3) No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
- g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
- h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
- i. Other:

PENNBROOK DR, OWOSSO, MI



Buyer's Initials

Seller's Initials

14. **Damage to Business.** If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer or such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be with respect to any insurance proceeds or eminent domain award.
15. **Closing.** The closing shall be held on or before 6-29-2022 (date) and as promptly as practical after all necessary documents have been prepared. An additional period of THIRTY (30) days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or repairs, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plan/Section 7a Compliance Analysis (if such assessments or plans were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.
16. **Possession.** Seller shall tender to Buyer possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:
17. **Seller's Closing Obligations.** At closing, Seller shall deliver the following to Buyer:
- The warranty deed, land contract or assignment of land contract required by this Agreement.
 - A bill of sale for any Personal Property (described in Exhibit "D").
 - A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
 - An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
 - A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
 - An accounting of operating expenses including, but not limited to, CAM, taxes, insurance and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
 - Payment of the County and State real estate transfer tax.
 - Any other documents required by this Agreement to be delivered by Seller.
18. **Buyer's Closing Obligations.** At closing, Buyer shall deliver to Seller the following:
- The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
 - A written assumption by Buyer of the obligations of Seller under the leases arising after closing, including an acknowledgement of the receipt of all security deposits.
 - Any other documents required by this Agreement to be delivered by Buyer.
19. **1031 Tax Deferred Exchange.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.
20. **Notices.** Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by email (with a confirmation copy sent the same day by overnight delivery).
21. **Authority of the Parties.** Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.
22. **Additional Acts.** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.
23. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
24. **Earnest Money.** Buyer gives _____, Broker, _____ (____) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller. Buyer shall deposit \$ 5,000.00 with CHICAGO TITLE Escrow Agent, [insert name of Broker, Title Company or other] ☐ with this offer or ☒ within TEN (10) days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If this offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposits as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent is notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

PENN BROOK DR, OWOSSO, MI

Property Address
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 Revision Date 5/2017



Buyer's Initials



Seller's Initials

25. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Multiple Listing Service (CARWM) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter offer that would require a counter acceptance.
26. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.
27. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.
28. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

29. Environmental.

A. Notice to buyers and sellers (environmental risks).

Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. Environmental reports and assessments.

- (1) Within ONE TWENTY (20) calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").
- (2) Buyer shall have a period of ONE TWENTY (20) calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead based paint ("Environmental Assessments"). The Environmental Assessments may not include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.
- (3) Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of TWENTY (20) calendar days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller with two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.
- (4) If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition. Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

C. Nondisclosure.

- (1) If Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended ("NREPA") or a "site" as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.
- (2) If Buyer exercises its right to terminate this Agreement pursuant to subparagraph b(3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

D. Other:

30. **Brokerage Fee.** Seller and/or Buyer agree(s) to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☒ Buyer ☐ Seller agrees to pay a brokerage fee of \$1,500.00 TO MOXIE HOLDINGS, LLC. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction is/are an intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

31. **Other Provisions:**

1. BUYER WOULD LIKE TO IMMEDIATELY PURSUE THE PURCHASE OF THE ADJACENT LAND OWNED BY SELLER UPON PROPER REZONING, LAND SPLIT AND SITE PLAN APPROVAL FOR THE SUM OF \$30,000.00. AREA TO BE SPLIT OFF IS HIGHLIGHTED AND LABELED "FUTURE EXPANSION".

2. BUYER UNDERSTANDS THAT SELLER RESPONSE TO THIS OFFER MAY BE DELAYED DUE TO THE REQUIRED POSTING OF THE OFFER TO THE PUBLIC.

3. BUYER IS WILLING, AND WOULD LIKE TO MEET WITH SELLER TO DEMONSTRATE THEIR KNOWLEDGE AND EXPERIENCE IN MULTI-FAMILY HOUSING. DEVELOPMENT PARTNERS WITHIN THE BUYING ENTITY HAVE DEVELOPMENT MORE THAN 2,000 UNITS IN THE STATE OF MICHIGAN.

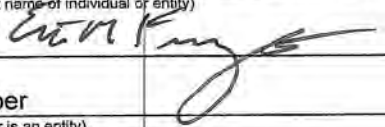
32. **Effective Date.** For purposes of this Agreement, the phrase, "Effective Date of this Agreement" ("Effective Date") shall be the date upon which this Agreement is fully executed.

33. **Index of Exhibits.** Seller to furnish within the calendar days from effective date as specified below:

Not Applicable	Attached	Exhibit #	Subject	Exhibit to be furnished within 10 number of calendar days
		A	Disclosure Regarding Real Estate Agency Relationships	
		B	Income and Expense with respect to the operation of the Premises	
		C	Written leases and any tenancies not arising out of written leases	
		D	Service Contracts	
		F	Addendum	
	X	H	GIS REPORT OF SUBJECT PARCEL	
	X	I	DIAGRAM TO PURCHASE ADJACANT LAND	

34. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.

Buyer: MOXIE Development LLC OR ASSIGNS
(print name of individual or entity)

Signature: 

Its: Member
(if Buyer is an entity)

Buyer's Address: 3520 Davenport Ave.
Saginaw, MI 48602

Buyer: _____
(print name of individual or entity)

Signature: _____

Its: _____
(if Buyer is an entity)

Bus. Phone: _____ Fax: _____

Email: _____

35. SELLER'S ACCEPTANCE

Date: _____ Time: _____

The above offer is hereby accepted ☐ as written ☐ modified as follows:

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _____ (time) _____ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: _____
(print name of individual or entity)Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)Its: _____
(if Seller is an entity)

Seller's Address: _____

Bus. Phone: _____ Fax: _____

Email: _____

36. BUYER'S RECEIPT OF ACCEPTANCE

Date: _____ Time: _____

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer.

☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ modified as follows:

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _____ (time) _____ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: _____
(print name of individual or entity)Buyer: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Buyer is an entity)Its: _____
(if Buyer is an entity)**37. SELLER'S RECEIPT OF ACCEPTANCE**

Date: _____ Time: _____

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: _____
(print name of individual or entity)Seller: _____
(print name of individual or entity)

Signature: _____

Signature: _____

Its: _____
(if Seller is an entity)Its: _____
(if Seller is an entity)

PENNBROOK DR, OWOSSO, MI

Property Address
©Commercial Alliance of REALTORS®, 2017/2018
Revision Date 5/2017


☐

Buyer's Initials

☐
☐

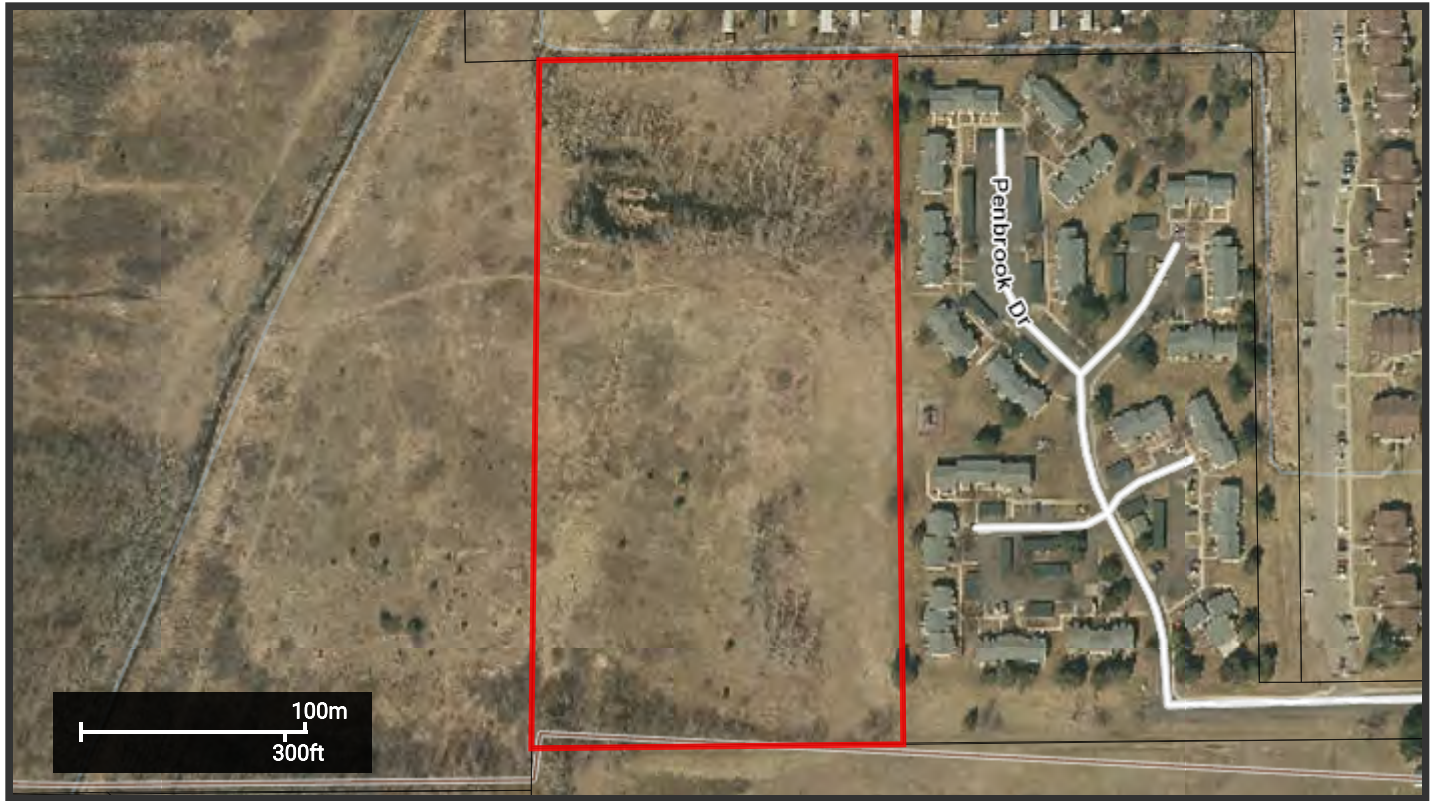
Seller's Initials

EXHIBIT H



Shiawassee GIS

Parcel Report: 050-549-000-008-00



Property Address

PENNBROOK DR
OWOSSO, MI, 48867

Owner Address

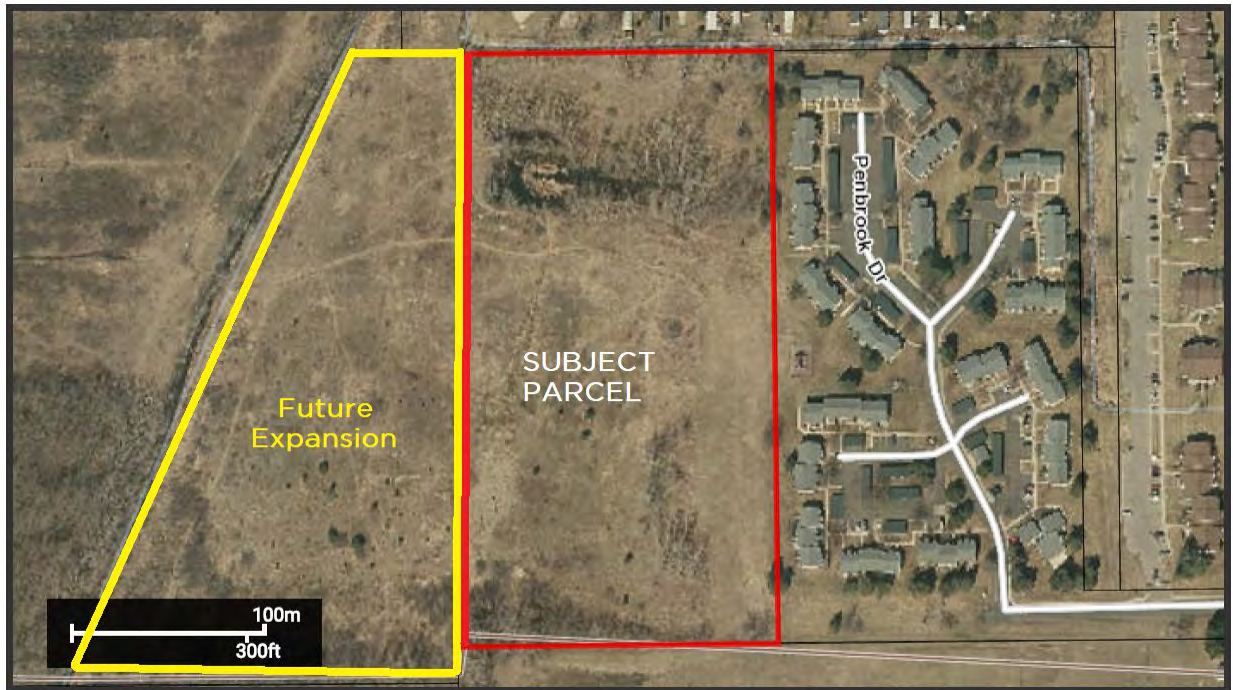
CITY OF OWOSSO
--
301 W MAIN ST
OWOSSO, MI 48867-2999

Unit:	050
Unit Name:	CITY OF OWOSSO

General Information for 2021 Tax Year

Parcel Number:	050-549-000-008-00
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EXHIBIT I





MEMORANDUM

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

DATE: January 20, 2022

TO: Mayor Eveleth and the Owosso City Council

FROM: Amy K. Kirkland, City Clerk

SUBJECT: Amendment of Rules and Regulations for the Issuance of Certain Traffic Control Orders
- Updating Insurance Requirements

RECOMMENDATION:

Update the Rules and Regulations for the Issuance of Certain Traffic Control Orders to increase the required insurance coverage to \$1,000,000 per occurrence and include language indicating the policy is the primary coverage and is non-contributory to any other insurance the City has.

BACKGROUND:

In November of 2006 the Council developed rules governing the use of streets and City parking lots for special events. At that time \$500,000 of liability insurance was required unless Council determined the coverage was unavailable or could not be obtained for a reasonable cost and the event was in the public interest or fulfilled a legitimate and recognized public purpose. Over 15 years have passed since the minimum insurance amount was set and re-examination of the insurance requirement is appropriate. The City's insurance carrier was kind enough to review the requirements and recommended an increase in the liability coverage amount to \$1,000,000 per occurrence, as well as additional language declaring the applicant's policy to be the primary insurance policy and not contributing to any other insurance coverage the City maintains.

Attached you will find the Rules and Regulations for the Issuance of Certain Traffic Control Orders and its corresponding application showing the suggested edits.

FISCAL IMPACTS:

There could be significant fiscal impacts if the rules are not updated to require the larger coverage limit and additional language.

RESOLUTION NO.

**APPROVING AMENDMENTS TO THE
RULES & REGULATIONS FOR THE ISSUANCE
OF CERTAIN TRAFFIC CONTROL ORDERS
FOR THE CITY OF OWOSSO**

WHEREAS, the City of Owosso adopted the Rules and Regulations for the Issuance of Certain Traffic Control Orders in November 2006 to regulate use of City streets and parking lots for special events; and

WHEREAS, the amount of insurance coverage required by the policy has not been adjusted since the policy's creation; and

WHEREAS, the policy has been reviewed by the City's insurance carrier and recommendations have been made to update the policy and ensure that the City is requesting the proper insurance coverage when granting a request to use a City street or parking lot for an event; and

WHEREAS, the City Council has reviewed the recommended changes to the policy and its corresponding application and finds it in the best interest of the City to adopt the revisions.

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

FIRST: the City of Owosso has determined it is advisable, necessary, and in the public interest to amend the Rules and Regulations for the Issuance of Certain Traffic Control Orders to update the insurance coverage requirements.

SECOND: this Resolution and the Rules and Regulations, attached as follows, shall take effect immediately.

**CITY OF OWOSSO
RULES AND REGULATIONS
FOR THE ISSUANCE OF CERTAIN
TRAFFIC CONTROL ORDERS**

AUTHORITY. These rules and regulations are promulgated pursuant to the provisions of section 7.18 of the Owosso City Charter.

APPLICABILITY. These rules and regulations shall be applicable to traffic control orders approved by the City Council for the use of parking lots subject to the provisions of section 33-43 of the Owosso City Code and streets other than for their usual and customary purposes.

APPROVAL BY THE COUNCIL REQUIRED. The approval of the City Council is required before the issuance of any traffic control order for the use of parking lots and streets for events, parades and the like, regardless of the duration or frequency of the use.

RESCINDING OF TRAFFIC CONTROL ORDERS. The City Council may at any time rescind any traffic control order issued pursuant to these regulations, upon the receipt of a recommendation from the City Manager or upon its own initiative, when the Council determines that the interests of the City and its citizens are best served through such action. Traffic control orders approved pursuant to these regulations may also be superseded by temporary traffic control orders issued by the appropriate City officials when such action is required to safeguard the public health, safety and welfare.

PARKING LOTS. The following conditions shall pertain to the issuance of traffic control orders prohibiting parking in City parking lots when such lots are to be used for events or other purposes:

1. The request for use of the parking lot shall be submitted to the Public Safety Department not less than 14 days nor more than 120 days before the date for which the use is requested or, in the case of a use that occurs on more than one day, not less than 60 days nor more than 120 days before the first date in the calendar year on which the use would take place. Except in such cases that must be reviewed by the Zoning Board of Appeals per paragraph 4 below.
2. The request for use of the parking lot shall contain the name of the individual or organization making the request, the name, title, address and telephone number of the primary contact person, the dates and hours for which the request is made, and a detailed description of the use for which the request is made. The request should also include copies of any rules or policies applicable to persons participating in the event that is the proposed use of the lot.
3. The City Council may deny the request for a traffic control order prohibiting parking if:
 - The City Council determines that the loss of such parking would present an unreasonable hardship for area businesses or their customers;
 - The applicant has failed to submit a request that complies with the requirements of this policy or other applicable ordinances, laws or rules; or
 - For such other reasonable cause or causes as the City Council might determine.
4. Nothing stated herein shall abrogate the duty of an applicant to apply to the zoning board of appeals as required by Owosso City Code section 38-504(4)(b) for a conditional use permit if the intended use is not allowed in the zoning district involved. In such case, the notice requirements of the zoning ordinance shall apply.

PARADES AND SIMILAR EVENTS. The following conditions shall pertain to the issuance of traffic control orders regulating parking and traffic necessary to permit parades, foot races, walk-a-thons and similar events on public streets.

1. The request for the event shall be submitted to the Public Safety Department not less than 14 days nor more than 120 days before the date for which the use is requested.
2. The request for the event shall contain the name of the individual or organization making the request, the name, title, address and telephone number of the primary contact person, the dates and hours for which the request is made, and a detailed description of the use for which the request is made. The request should also include copies of any rules or policies applicable to persons participating in the event.
3. The City Council may deny the request for a traffic control order regulating parking and traffic for a proposed event if:
 - The City Council determines that such regulations would represent an unreasonable hardship for motorists, pedestrians and property owners and occupants that might be affected by the event;
 - The City Council determines that the duration of the event or the frequency of occurrence of similar events would represent an unreasonable hardship for motorists, pedestrians, and property owners and occupants that might be affected by the event or events.
 - The applicant has failed to submit a request that complies with the requirements of this policy or other applicable ordinances, laws or rules; or
 - For such other reasonable cause or causes as the City Council might determine.
4. Approval by the City Council of a request for a traffic control order shall not diminish in any way the obligations of event organizers and participants to comply with applicable provisions of City ordinances and state law pertaining to the use of street rights-of-way, nor shall such approval eliminate the requirement to apply for and obtain the necessary permits for the occupancy and use of street rights-of-way issued by the City Engineer.

APPEAL PROCEDURE. Rules and policies applicable to events and activities organized in such a manner as to constitute an invitation to members of the general public to participate in the event or activity shall comply with all applicable local, state and federal laws and regulations and shall include, at a minimum, a process for appealing decisions that have the effect of denying participation or imposing limitations on participation beyond those generally applicable to all other participants.

COSTS FOR MAINTENANCE, REPAIRS, UTILITIES AND SECURITY. The City Manager shall have the authority to impose charges for the costs of maintenance and repair of City properties and facilities, for the use of utilities and for the provision of security associated with events and activities for which traffic control orders are issued when such costs exceed the costs associated with the ordinary public use of such properties and facilities. The City Manager may require a deposit be paid or a bond be submitted to cover such costs before issuance of the requested traffic control order.

HOLD HARMLESS AND INDEMINIFICATION. 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.

INSURANCE. The individual or organization requesting a traffic control order pursuant to these rules and regulations shall provide evidence to the City of a Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event or activity in the minimum amount of \$1,000,000 per occurrence. Coverage shall name the City of Owosso as additional insured and declare the policy to be primary and non-contributory to any other insurance the City has 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; provided, however, that 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.

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NOTIFICATION. Notification shall be provided to the Downtown Development Authority Director and/or the Westtown Corridor Improvement Authority Chairperson for events proposed within Authority boundaries.

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

301 W. MAIN OWOSSO, MICHIGAN 48867-2958 · (989) 725-~~0550~~-0580 · 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: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Requested Date(s): _____ Requested Hours: _____

Area Requested (Parking Lot - Parade Route): _____

Name of event and 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.

☐ Attach a map of the route with any barricades marked that are required for street/lot closure.

☐ A Certificate of Insurance and Endorsement acceptable to the City evidencing General Liability insurance for the event or activity in the minimum amount of \$1,000,000 per occurrence. Coverage shall be endorsed to name the City of Owosso as additional insured and be primary and non-contributory to any other insurance the City has.
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

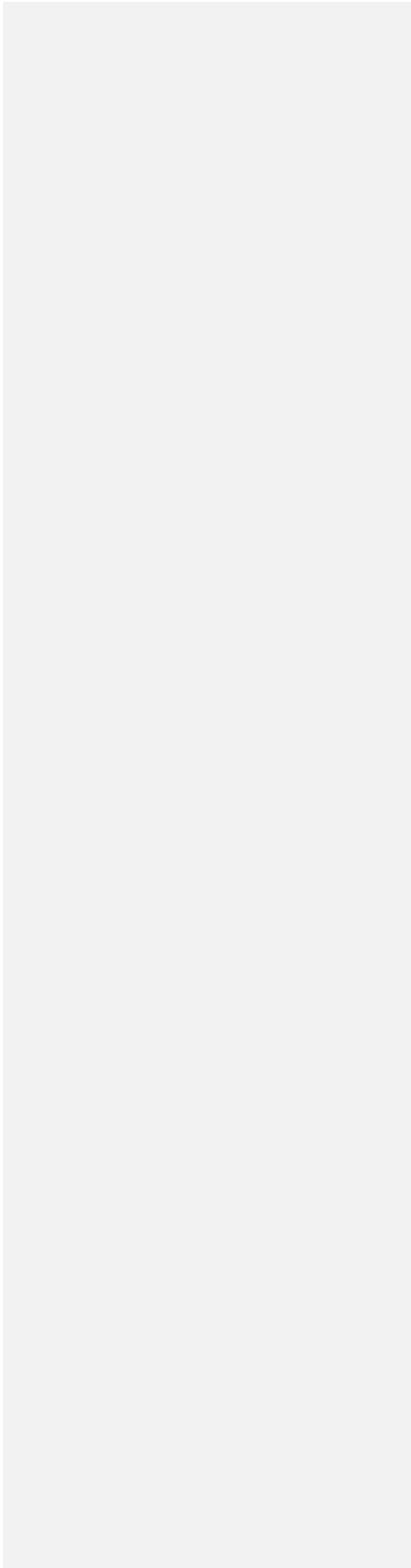
☐ The City Council may waive such insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose.

Do Not Write Below This Line - For Officials Use Only

Formatted: Indent: Hanging: 0.5"

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

Cc: DDA – Director; WCIA - Chairperson





301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: February 1, 2022
TO: Owosso City Council
FROM: Katherine Fagan, Treasurer
SUBJECT: Striking of Delinquent personal property taxes

I recommend that City council approve the write-off of 2010-2015 delinquent personal property taxes in the amount of \$2,583.23.

According to PA 206 (Property Tax Act) 211.56a, delinquent personal property taxes may be written off after being delinquent for five years. There are personal property taxes from 2010-2015 that are deemed uncollectible and I would like to complete the procedure to write these off, which includes obtaining permission from the taxing jurisdictions and submission to circuit court. Attached are reports of the delinquent taxes to be written off. The write off will reduce the overall city tax revenue by \$2,583.23, as broken down below:

City operating	\$2,296.42
City debt	\$ 37.58
SATA	\$ 36.32
Administration fee	\$ 51.72
Interest	\$ 161.19

RESOLUTION NO.

AUTHORIZING THE WRITE OFF OF 2010-2015 DELINQUENT PERSONAL PROPERTY TAXES

WHEREAS, delinquent personal property taxes remain outstanding for the 2010-2015 tax years; and

WHEREAS, per public Act 206 of the State of Michigan, delinquent personal property taxes that have been outstanding for five years may be written off; and

WHEREAS, the Treasurer's office has made a diligent attempt to collect the outstanding balances and believe that the delinquent amounts will not be recovered; and

WHEREAS, the Treasurer's office is requesting City Council to approve the write off of \$2,583.23 in delinquent 2010-2015 personal property ad valorem taxes.

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 authorize the write off of \$2,583.23 in delinquent personal property taxes.

SECOND: The Treasurer is authorized to proceed with the procedure to have these taxes stricken from the appropriate tax rolls.



MEMORANDUM

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

DATE: January 28, 2022

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Capitol Bowl / Trecha Enterprises AB, LLC – 219 South Washington Street
Brownfield Redevelopment Authority (BRA) Redevelopment Plan Loan

RECOMMENDATION:

The Finance Department recommends writing off the balance associated with a loan between the Revolving Loan Fund and the Brownfield Redevelopment Authority - Brownfield #11 – Capital Bowl in the amount of \$5,858.45.

BACKGROUND:

In 2006, the City of Owosso Brownfield Redevelopment Authority (BRA) adopted a redevelopment plan for Capital Bowl. Additional funding sources were provided to this property at such time. These sources included a loan from the city's revolving loan fund, an advancement from the property owner/contractor (BRA Loan) and a \$60,000 loan from the Owosso Downtown Development Authority for infrastructure improvements around the property (bowling alley).

City records indicate the payment for such loans would be in the following order: 1. City of Owosso 2. Capital Bowl and 3. Owosso Downtown Development Authority using annual BRA tax capture. Unfortunately, the BRA redevelopment plan did not bring in enough tax capture revenue to cover the loans.

At this time, the second loan for \$24,125, further described as "8 Street Lights", has a balance of \$5,858.45. The payment source for this loan, the BRA redevelopment plan, has expired.

FISCAL IMPACTS:

The Revolving Loan Fund (273) assets will be reduced by \$5,858.45 and the city will waive its administrative reimbursement authorized under the BRA redevelopment plan for the current fiscal year.

Attachments: (1) Resolution

RESOLUTION NO.

**AUTHORIZE THE WRITE OFF OF THE BALANCE OF
THE BROWNFIELD REDEVELOPMENT AUTHORITY LOAN
ASSOCIATED WITH THE INSTALLATION OF CHAIRMAN LIGHTS
AROUND THE BROWNFIELD #11 – CAPITOL BOWL SITE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Brownfield Redevelopment Authority under Public Act 381 of 1996; and

WHEREAS, the Brownfield Development Authority allows a community the opportunity to create a local brownfield financing resource, enhance local economic development capacities and market difficult sites based on private incentives; and

WHEREAS, the City of Owosso Brownfield Redevelopment Authority created and adopted a brownfield redevelopment plan for Capitol Bowl (219 S. Washington) on March 17, 2006; and

WHEREAS, the Owosso City Council adopted said brownfield redevelopment plan for Capitol Bowl on April 17, 2006; and

WHEREAS, the brownfield redevelopment plan authorized tax capture to pay three loans (city's revolving loan fund, an advancement from the property owner/contractor (BRA Loan) and a \$60,000 loan from the Owosso Downtown Development Authority); and

WHEREAS, the brownfield redevelopment plan expired April 2021 and did not capture enough tax to pay all three loans.

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 waive the collection of an annual administration reimbursement in the amount of \$864 and the placement of said amount towards the BRA loan financed by the Revolving Loan Fund.
- SECOND: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to write off the loan balance in the amount of \$5,858.45 described as "8 Street Lights" financed by the Revolving Loan Fund (273) for the BRA – Brownfield #11 – Capitol Bowl site.
- THIRD: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to close Fund 291 – OBRA Fund – District #11 (Capitol Bowl).



MEMORANDUM

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

DATE: January 28, 2022

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Long Term Advancement – Brownfield Fund District #17 (Cargill)

RECOMMENDATION:

Finance Department recommends the General Fund purchase the Water Fund's portion of a long-term advancement made to Brownfield District #17 (Cargill) in the amount of \$612,419.02.

BACKGROUND:

In 2016, the Owosso City Council approved a Brownfield Plan for District #17 – Cargill-Sonoco Infrastructure Project. In addition, contracts were approved with OHM and Crawford Contracting, Inc. totaling \$1,851,322 to construct a road and water main to service Brownfield District #17.

City documents indicate the road and water main improvement was self-financed using General Fund and Water Fund dollars. As a result, a loan in the amount of \$1,851,322 was approved for 13 years at an annual interest rate of 4%. The loan is to be paid off by June 30, 2032 from tax capture revenue authorized under BRA Brownfield Redevelopment Plan – District #17.

Ongoing capital improvement projects associated with the water distribution system and water treatment plant increase the need for liquid cash in the Water Fund. The city has to pay capital improvement expenditures upfront and submit reimbursements to the state of Michigan under their financing / grant programs. Increasing cash in the Water Fund by liquidating noncurrent assets (long term advancement) will increase available liquid cash during upcoming construction improvement projects.

FISCAL IMPACTS:

The Water Fund's cash and investments (current assets) will increase by \$612,419.02.

The General Fund's cash and investments (current assets) will decrease by \$612,419.02, its noncurrent assets (Advance to Component Unit) will increase by \$612,419.02 and the city will earn an additional 4% of interest each year on such advancement until June 30, 2032.

Attachments: (1) Resolution

RESOLUTION NO.

**AUTHORIZE THE GENERAL FUND TO PURCHASE THE REMAINDER OF A
LONG TERM ADVANCEMENT TO THE INFRASTRUCTURE PROJECT FOR
BRA DISTRICT #17 – CARGILL-SONOCO
FROM THE WATER FUND**

WHEREAS, the City of Owosso Brownfield Development Authority and Owosso City Council adopted a brownfield redevelopment plan for Cargill – Sonoco in 2016 (District #17); and

WHEREAS, the General Fund and Water Fund financed a water main and roadway project to benefit the Brownfield Redevelopment Plan District #17 – Cargill-Sonoco site in the amount of \$1,851,322 to be paid back over a 13 year period at an annual interest rate of 4%; and

WHEREAS, the brownfield redevelopment plan authorized tax capture to pay back this long term advancement made by the General Fund and Water Fund; and

WHEREAS, the Water Fund needs to increase its liquid cash due to ongoing and much needed capital improvement projects that benefit the residents, distribution system and water treatment plant; and

WHEREAS, the City of Owosso Annual Financial Report for the Year ended June 30, 2021 reflects an increase of \$799,335 in the General Fund's fund balance.

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 for the General Fund to purchase from the Water Fund its portion of the long-term advancement to Brownfield Redevelopment Plan – District #17 – Cargill-Sonoco in the amount of \$612,419.02.
- SECOND: The City of Owosso authorizes the use of fund balance from the General Fund for such monetary transaction.
- THIRD: The City of Owosso authorizes the Finance Department to make necessary monetary and accounting transactions to reflect said long term advancement purchase between Funds 101 (General Fund) and 591 (Water Fund).



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

MEMORANDUM

DATE: February 1, 2022

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Ordinance Adoption – Authorizing Issuance of Revenue Bonds for State Revolving Loan Fund (SRF) for the Waste Water Treatment Plant – Solids Handling Improvements

RECOMMENDATION:

Recommend approval of the ordinance to allow the city to obtain SRF Financing for 2022. This is a required step in the financing of the wastewater treatment plant's solids handling project, which includes, but is not limited to, the installation of two new screw presses for sludge dewatering, sludge storage and pumping equipment, a new roof and other structural, mechanical, and electrical equipment and improvements to WWTP buildings and facilities.

The city's bond attorney has advised the city the adoption of such ordinance is required to issue revenue bonds under Public Act 94 of 1933 and have them purchased by the state of Michigan.

BACKGROUND:

City council previously approved and authorized the publication of a Notice of Intent to issue revenue bonds at its regular scheduled meeting held Monday, December 20, 2021.

FISCAL IMPACTS:

Proposed funding is in an amount not-to-exceed \$4,885,000 for the Waste Water Treatment Fund. The bond issuance will be a 30 year bond at 2.125% interest against the Waste Water Treatment Fund (599).

ORDINANCE NO.

A SUPPLEMENTAL ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO PAY THE COST OF THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE WASTEWATER TREATMENT SYSTEM OF THE CITY OF OWOSSO; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR SECURITY FOR THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF REVENUES OF THE SYSTEM; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE SYSTEM.

THE CITY OF OWOSSO ORDAINS:

Section 1. 2022 SUPPLEMENTAL ORDINANCE. This ordinance (hereinafter referred to as the "2022 Supplemental Ordinance") is adopted in accordance with Section 21 of the Prior Ordinance (defined below) and pursuant to the authority in Act 94.

Section 2. DEFINITIONS. Except as hereinafter provided, all terms which are defined in Section 1 of the Prior Ordinance shall have the same meanings in this 2022 Supplemental Ordinance. In addition, whenever used in this 2022 Supplemental Ordinance, except when otherwise indicated by context, the following definitions shall apply to the terms in this 2022 Supplemental Ordinance:

- (a) "Authority" means the Michigan Finance Authority, or any successor agency.
- (b) "Authorized Officer" means the Mayor, City Manager, Finance Director, or Public Utilities Director of the City, or any one or more of them.
- (c) "Bonds" as defined in the Prior Ordinance shall include the Series 2022 Bonds that are being issued on a parity with the Series 2020 Bond pursuant to Section 20 of the Prior Ordinance.
- (d) "Contract Documents" means the Purchase Contract between the City and the Authority, the Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes, and Energy, and the Issuer's Certificate for the Series 2022 Bonds, and such other closing documents required by the Authority for the issuance of the Series 2022 Bonds.
- (e) "Improvements" means the design, acquisition and construction of improvements to the System, including solids handling improvements at the City's wastewater treatment plant (the "WWTP"), including without limitation, the acquisition, construction, and installation of two new screw presses for sludge dewatering, sludge storage and pumping equipment, a new roof and other structural, mechanical, and electrical equipment and improvements to WWTP buildings and facilities, as well as all other work and equipment necessary or incidental to these improvements.
- (f) "Issue Date" means the date on which the Series 2022 Bonds are delivered to the original purchaser thereof.
- (g) "Prior Ordinance" means Ordinance No. 807 adopted by the City Council on April 20, 2020.
- (h) "Series 2022 Bonds" means the Bonds authorized in Sections 5 and 6.

Section 3. NECESSITY, PUBLIC PURPOSE. It is hereby determined to be necessary for the public health, safety and welfare of the City to acquire and construct the Improvements to the System in accordance with the maps, plans and specifications therefor prepared by the City's consulting engineers, which are hereby approved.

Section 4. ESTIMATED COST; PERIOD OF USEFULNESS. The cost of the Improvements has been estimated not to exceed \$4,917,975, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be not less than thirty (30) years.

Section 5. ISSUANCE OF BONDS. To pay all or a portion of the cost of designing, acquiring, and constructing the Improvements and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2022 Bonds, the City shall borrow the sum of not to exceed \$4,885,000 and issue its revenue bonds pursuant to the provisions of Act 94. The Series 2022 Bonds

shall be issued in the aggregate principal sum of not to exceed \$4,885,000, as finally determined by the Authorized Officer at the time of sale, or such lesser amount thereof as shall have been advanced to the City pursuant to the Contract Documents. The remaining cost of the Improvements, if any, shall be paid from City funds on hand and legally available for such use.

During the time funds are being drawn down by the City under the Series 2022 Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2022 Bonds.

Section 6. SERIES 2022 BOND DETAILS. The Series 2022 Bonds shall be designated "Wastewater Treatment System Revenue Bonds, Series 2022." The Series 2022 Bonds shall be issued as one fully registered bond, shall be sold and delivered to the Authority in the denomination of the principal amount of the Series 2022 Bonds. The Series 2022 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no later than thirty years after the date of issuance. The Series 2022 Bonds shall bear interest at a rate of not to exceed 3.00% per annum as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer at the time of sale.

Notwithstanding the above, the final amount of any maturity and terms of the Series 2022 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

Section 7. PAYMENT OF SERIES 2022 BONDS; CONFIRMATION OF STATUTORY LIEN. The principal of, premium, if any, and interest on the Series 2022 Bonds shall be payable solely from the Net Revenues, and, to secure such payment from the Net Revenues, the statutory lien upon the whole of the Net Revenues established by Act 94 and the pledge created in Section 6 of the Prior Ordinance is hereby confirmed in favor of the Series 2022 Bonds and lien shall be of equal standing and priority with the Series 2020 Bond, but junior and subordinate to the lien of all, if any, subsequently issued Senior Lien Bonds.

The Series 2022 Bonds, including both principal and interest thereon, shall not be a general obligation of the City and shall not constitute an indebtedness of the City for the purpose of any debt limitations imposed by any constitutional or statutory provisions.

The statutory lien on the Net Revenues with respect to the Series 2022 Bonds will continue until payment in full of the principal of and interest on the Series 2022 Bonds, or until sufficient cash or Sufficient Government Obligations, or a combination thereof, have been deposited in trust for the payment in full of the principal of and interest on the Series 2022 Bonds to maturity, or, if called for redemption, to the date fixed for redemption, together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, or a combination thereof, as provided in the previous sentence, the statutory lien shall be terminated with respect to the Series 2022 Bonds, the holder of the Series 2022 Bonds shall have no further rights under the Ordinance except for payment from the deposited funds, and the Series 2022 Bonds shall be considered to be defeased and shall not longer be considered to be outstanding under the Ordinance.

Section 8. STATE REVENUE SHARING PLEDGE. If required by the Authority, as additional security for repayment of the Series 2022 Bonds, the City Council agrees to pledge the state revenue sharing payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of the Series 2022 Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the City and the Authority.

Section 9. PRIOR REDEMPTION. The Series 2022 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity upon the terms and conditions set forth in the form of Series 2022 Bonds contained in Section 12 hereof.

Section 10. PAYING AGENT AND REGISTRATION.

- (a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a Paying Agent, which shall also act as transfer agent and bond registrar. The initial Paying Agent shall be the City Treasurer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.
- (b) Registration of Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by a Paying Agent. Bonds may be transferred only by submitting the same, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, to the Paying Agent, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in any denomination, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption.
- (c) Authority's Depository. Notwithstanding any other provision of the Prior Ordinance, this 2022 Supplemental Ordinance or the Series 2022 Bonds, so long as the Authority is the owner of the Series 2022 Bonds: (a) the Series 2022 Bonds shall be payable in lawful money of the United States; (b) the Series 2022 Bonds are payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (c) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2022 Bonds in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 p.m. (noon) on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (d) written notice of any redemption of the Series 2022 Bonds shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Section 11. SALE OF BONDS. The Series 2022 Bonds shall be sold to the Authority by means of a negotiated sale. The City determines that a negotiated sale to the Authority is in the best interest of the City because the terms offered by the Authority are more favorable than those available from other sources of funding.

Section 12. BOND FORM. The Series 2022 Bonds shall be in substantially the following form with such completions, changes and additions as may be required by the Authority or as recommended by the City's Bond Counsel and approved by the officers of the City signing the Series 2022 Bonds:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF SHIAWASSEE

CITY OF OWOSSO
WASTEWATER TREATMENT SYSTEM REVENUE BOND, SERIES 2022

Interest Rate

Maturity Date

Date of Original Issue

See Schedule I

_____, 2022

Registered Owner: Michigan Finance Authority

Principal Amount:

The City of Owosso, Shiawassee County, Michigan (the "Issuer"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Wastewater Treatment System of the City (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the amounts and on the Dates of Maturity set forth on Schedule I herein, together with interest thereon from the dates of receipt of such funds, or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of April and October of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

The Issuer promises to pay to the Michigan Finance Authority (the "Authority") the principal amount of this Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environment, Great Lakes and Energy, and the Order of Approval issued by the Department of Environment, Great Lakes and Energy.

Interest on this Bond is payable to the registered owner of record as of the close of business on the 15th day of the month immediately preceding any interest payment as shown on the registration books of the Issuer kept by the Treasurer of the Issuer, as bond registrar and paying agent, by check or draft mailed by the Treasurer of the Issuer to the registered owner at the registered address. Interest on this Bond shall be computed on the basis of a 360-day year comprised of twelve 30-day months. During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This Bond, being one fully registered bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended Ordinance No. 807 adopted by the City Council of the Issuer on April 20, 2020, as supplemented on February 7, 2022 (as supplemented, the "Ordinance"), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating bond, and is not a general obligation of the Issuer within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance. **The City has reserved the right, on the conditions stated in the Ordinance, to issue additional bonds of prior and senior or equal standing of priority of lien with this Bond as to the Net Revenues.** For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or superior standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Ordinance.

Bonds of this series may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provided funds to purchase this Bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Owosso, Shiawassee County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and City Clerk, all as of the _____ day of _____, 2022.

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)

the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____

Name of Issuer: CITY OF OWOSSO
EGLE Project No: 5710-01
EGLE Approved Amount: \$

SCHEDULE I

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule that shall be effective upon receipt by the Issuer.

<u>Due Date</u>	<u>Amount of Principal Installment Due</u>
-----------------	--

Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of ____% per annum, payable _____ 1, 20__, and semiannually thereafter.

The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

[END OF BOND FORM]

Section 13. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF SERIES 2022 BONDS. The Series 2022 Bonds shall be sold at a private, negotiated sale to the Authority, as authorized by Act 227, Public Acts of Michigan, 1985, as amended. The City Council determines that the sale and delivery of the Series 2022 Bonds to the Authority as provided in this 2022 Supplemental Ordinance will provide the City with the lowest cost of borrowing money for the Improvements. The sale shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") related to the Series 2022 Bonds. The Authorized Officer is authorized to execute and deliver the Supplemental Agreement and the Purchase Contract in such forms as shall be approved by the Authorized Officer, with such approval to be evidenced by the Authorized Officer's signature thereon. Notwithstanding any other provision of this 2022 Supplemental Ordinance, the Series 2022 Bonds shall be initially sold to the Authority as one bond, numbered 1, in the aggregate principal amount of not to exceed the original principal amount of the Series 2022 Bonds. In addition, the Authorized Officer and other City employees and officials are authorized to execute and deliver to the Authority and such certificates and documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Series 2022 Bonds in accordance with the provisions of this 2022 Supplemental Ordinance. The Authorized Officer is authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, and any revenue sharing pledge agreement. The Authorized Officer is authorized to seek a credit assessment, or similar, from Standard & Poor's or another nationally recognized rating organization and to execute and file any applications to the Michigan Department of Treasury, including an Application for State Treasurer's Approval to Issue Long-Term Securities and any other applications to the Michigan Department of Treasury and to seek any waivers from the Michigan Department of Treasury.

Section 14. TAX COVENANT. The City covenants to comply with all requirements of the Code necessary to assure that the interest on the Series 2022 Bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate officials of the City are authorized to do all things necessary to assure that the interest on the Series 2022 Bonds will be and will remain excludable from gross income for federal income tax purposes.

Section 15. EXECUTION OF BONDS. The Mayor or the Mayor Pro Tem, and the Clerk or Deputy Clerk of the City, are hereby authorized and directed to sign the Series 2022 Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Series 2022 Bonds shall be delivered to the purchaser upon receipt of the purchase price or upon compliance with the terms and conditions of the Purchase Contract.

Section 16. CONSTRUCTION FUND. The City Treasurer is hereby directed to create and maintain a construction fund for the Improvements (the "Construction Fund"), into which the proceeds of the Series 2022 Bonds shall be deposited. Such moneys shall be used solely for the purpose for which the Series 2022 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2022 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

Section 17. SERIES 2022 BOND PROCEEDS. The proceeds of the sale of the Series 2022 Bonds shall be used solely to pay the costs of the Improvements and any engineering, legal and other expenses incident thereto; provided that the City Council shall not authorize the payment of any such moneys for acquisition and construction of any part of the Improvements until there shall have been first filed with it by the consulting engineer in charge of such work, a written statement to the effect that the sum so to be paid is in full or partial payment of a contractual obligation in connection with the Improvements and that the City has received the consideration for such payment. The statement of the consulting engineer shall also show the cost of acquisition and construction of the Improvements that has theretofore been approved by him for payment and the amount of the balance that will be required for completion of the Improvements.

Section 18. PUBLICATION AND RECORDATION. This 2022 Supplemental Ordinance shall be published once in full in a newspaper of general circulation in the City qualified under state law to publish legal notices, and the same shall be recorded in the records of the City and such recording authenticated by the signature of the City Clerk.

Section 19. ORDINANCE SUBJECT TO MICHIGAN LAW. The provisions of this 2022 Supplemental Ordinance are subject to the laws of the State of Michigan.

Section 20. SECTION HEADINGS. The section headings in this 2022 Supplemental Ordinance are furnished for convenience of reference only and shall not be considered to be a part of this 2022 Supplemental Ordinance.

Section 21. SEVERABILITY. If any section, paragraph, clause or provision of this 2022 Supplemental Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this 2022 Supplemental Ordinance.

Section 22. RATIFICATION OF PRIOR ORDINANCE; CONFLICTING ORDINANCES. The Prior Ordinance, as supplemented by this 2022 Supplemental Ordinance, is hereby ratified and confirmed. All ordinances or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Series 2020 Bond or the Series 2022 Bonds.

Section 23. EFFECTIVE DATE OF ORDINANCE. Pursuant to Section 6 of Act 94, this 2022 Supplemental Ordinance shall be approved on the date of first reading and this 2022 Supplemental Ordinance shall be effective immediately upon its adoption.

YEAS:

NAYS:

ORDINANCE DECLARED ADOPTED.

Christopher T. Eveleth , Mayor

Amy K. Kirkland, City Clerk

CERTIFICATION

I, Amy K. Kirkland, the duly qualified and acting Clerk of the City of Owosso, Shiawassee County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. ____ adopted by the City Council at a regular meeting held on February 7, 2022, and that notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I further hereunto affixed my signature this ____ day of February, 2022.

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: February 2, 2022

TO: Mayor Eveleth and Owosso City Council members

FROM: City Manager

SUBJECT: **Capital Improvement Plan 2022-2028**

RECOMMENDATION:

Planning Commission reviewed and adopted the attached Capital Improvement Plan 2022-28 at their January 24, 2022 meeting. Planning Commission's motion recommended that City Council also adopt the CIP.

BACKGROUND:

The Capital Improvement Plan (CIP) serves as the city's multi-year planning instrument used to identify needs and financing sources for public infrastructure improvements. Preparation of the CIP is performed under the authority of the Michigan Planning Enabling Act:

"The capital improvements program shall show those public structures and improvements, in the general order of their priority that in the commission's judgment will be needed or desirable and can be undertaken within the ensuing 6-year period. The capital improvements program shall be based upon the requirements of the local unit of government for all types of public structures and improvements. Consequently, each agency or department of the local unit of government with authority for public structures or improvements shall upon request furnish the planning commission with lists, plans, and estimates of time and cost of those public structures and improvements."

A comprehensive CIP is an essential tool for the planning and development of the social, physical, and economic wellbeing of the community. This process is a necessary step in an organized effort to strengthen the quality of public facilities and services; provide a framework for the realization of community goals and objectives; and provide a sound basis on which to build a healthy and vibrant community.

Some of the many benefits that the CIP provides the residents and stakeholders include:

- Use as a tool to optimize the use of revenue
- Focus attention on community goals, needs, and capabilities
- Guide future growth and development
- Encourage efficient government
- Improve intergovernmental and regional cooperation
- Help maintain a sound and stable financial program
- Enhance opportunities for the participation in federal and/or state grant programs

FISCAL IMPACTS:

None

Attachment: Capital Improvement Plan 2022-28

RESOLUTION NO.

**APPROVING THE SIX-YEAR CAPITAL IMPROVEMENT PLAN
FOR 2022-28**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission has recommended Council approval of the 2022 to 2028 six-year Capital Improvement Plan; and

WHEREAS, the City of Owosso is required by the MEDC Redevelopment Ready Communities program to approve a six-year CIP annually; and

WHEREAS, the six-year CIP is a valuable resource to plan projects and expenses city-wide.

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 2022 - 2028 Capital Improvement Plan as recommended by the Owosso Planning Commission.



CAPITAL IMPROVEMENT PLAN

CITY OF OWOSSO
2022-2028

City Council

Christopher Eveleth, Mayor
Susan Osika, Mayor Pro-Tem
Robert Teich
Janae Fear
Jerry Haber
Daniel Law
Nicholas Pidek

Planning Commission

William Wascher, Chair
Francis Livingston, Vice Chair
Janae Fear, Secretary
Linda Robertson
Daniel Law
Thomas Taylor
Tara Jenkins
Tadd Morris

Capital Improvement Review Committee

Beth Kuiper, Main Street, DDA & Parks and Rec Director
Ryan Suchanek, Director of Public Services
Brad Barrett, Finance Director
Nathan Henne, City Manager
Amy Kirkland, City Clerk
Kevin Lenkart, Director of Public Safety
Jessica Unangst, Human Resources & IT Director

CAPITAL IMPROVEMENT PLAN (CIP) OVERVIEW

WHAT IS A CIP?

The Capital Improvement Plan (CIP) serves as the city's multi-year planning instrument used to identify needs and financing sources for public infrastructure improvements. Preparation of the CIP is performed under the authority of the Michigan Planning Enabling Act:

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Some of the many benefits that the CIP provides the residents and stakeholders include:

- Use as a tool to optimize the use of revenue
- Focus attention on community goals, needs, and capabilities
- Guide future growth and development
- Encourage efficient government
- Improve intergovernmental and regional cooperation
- Help maintain a sound and stable financial program
- Enhance opportunities for the participation in federal and/or state grant programs

A CIP project is defined as a major expenditure that includes one or more of the following:

1. Any construction of a new facility (i.e. public building, water/sewer mains, storm sewers, roads, and recreation facilities), an addition to, or an extension of such a facility, provided that the cost is \$10,000 or more and will have a useful life of one year or more.
2. Any rehabilitation of all or a part of a building, its grounds, a facility, or equipment, provided that the cost is \$10,000 or more and will have a useful life of one year or more.
3. Any purchase or replacement of major equipment to support community programs provided that the cost is \$10,000 or more, will have a useful life of one year or more and will be considered a capital asset
4. Any planning, feasibility, engineering, or design study provided that the cost is \$10,000 or more.
5. Any acquisition of land for a public purpose.

CIP AND BUDGET PROCESS

The CIP process precedes the budget process and is used by City Council when developing the annual budget. Recommending approval of the CIP by the Planning Commission does not mean that they grant final approval of all projects contained within the plan. Rather by recommending approval of the CIP, the Planning Commission acknowledges that these projects represent a reasonable interpretation of the upcoming needs for the community and that projects contained in the first year of the plan are suitable for inclusion in the upcoming budget, if funding is available.

Priority rankings do not necessarily correspond to funding sequence. For example, a road project which is ranked lower than a park project may be funded before the park project because the road project has access to a road millage revenue source, whereas a park project may have to compete for funding from other revenue sources, like grants or general fund dollars.

It is important to keep in mind that the CIP is a planning tool, a guide that deals with physical condition and improvements throughout the City over a six year period of time. It is subject to changing priorities based on needs, wants reflected in our community and its citizenry.

CIP DEVELOPMENT PROCESS

In the fall, the CIP Plan Group members submitted proposed projects for the CIP. A draft list of projects was then created by the CIP Project Lead. The list of projects was then reviewed by the CIP Plan Group and the Year 1 projects were ranked based on the following:

1. Is the proposed project already in process due to its inclusion in the current budget year? Is the project under construction, under contract, and is there a continuing debt obligation payable?
2. Is the project mandated by law or court action?
3. Is there a relationship between the proposed project and the City's goals and objectives and/or the goals and objectives of the appropriate board or commission?
4. Is alternative funding available? Is funding available through other sources or is funding available through land contract or bonding to minimize annual cost requirement?
5. Does the proposed project generate revenue for the general fund and/or other funds? This item should be determined based upon an annual forecast and the schedule of revenues should be designated by the appropriate fund.
6. Does the proposed project result in the use of supplementary funds for "leverage" using matching funds with other funding sources.

Once the Committee members ranked the Year 1 projects, the list was then forwarded to the Administrative Team for final scoring of the projects requested prior to the draft CIP being created. Once the draft CIP document is compiled, it is forwarded on to Planning Commission for adoption after review during an open meeting. City Council adopts the CIP after the Planning Commission and prior to the budget adoption. CIP should be used as a tool by City Council during the budget process.

FUNDING

Each year during the Budget process City Council will review the CIP Year 1 projects and evaluate the available revenue to determine the feasibility of funding projects. While recommended funding sources are listed in the CIP, those may change during the budget process. Some Year 1 projects may also remain unfunded during the Budget process.

Below you will find a brief description of the possible funding sources for the six year CIP:

Major and Local Street Fund – The major and local street funds are considered special revenue funds which utilize state and weight tax revenues for the maintenance and improvements to city streets.

Bond - When the City sells bonds, purchasers are, in effect, lending the community money. The money is repaid, with interest, from taxes or fees over the years. The logic behind issuing bonds (or “floating a bond issue”) for capital projects is that the citizens who benefit from the capital improvements over a period of time should help the community pay for them.

Grants - The federal and state governments make funds available to communities through numerous grants and aid programs. The City has no direct control over the amount of grant money awarded to the City or if a grant is awarded. MMRMA, our liability/property insurer, also offers grants. These are risk avoidance grants, as well as, some training grants.

Special Assessment District - Capital improvements that benefit particular properties, rather than the community as a whole, may be financed more equitably by a special assessment, i.e., by those who directly benefit. Local improvements often financed by this method include street improvements (including pavement, curb and gutter, sidewalks, etc.).

General Fund – The general fund is the City’s primary operating fund. The general fund is a government fund that generates revenues to cover general operational expenses and is accounted for on the modified accrual basis. Modified accrual basis of accounting is a blend of both cash and full accrual. Revenue is recognized when it is considered available and measurable, while expenses are recognized when the liability has occurred.

Motor Pool - This fund operates like a business by purchasing and maintaining much of the city vehicles and equipment. When other funds require the use of this equipment or vehicles, they are charged rental income.

Sewer Fund – The sewer fund collects user fees to operate and maintain the city’s sewer system.

Water Fund – The water fund collects user fees to operate and maintain the city’s water system.

Wastewater Treatment Fund – This fund accounts for the treatment of waste water utilizing user fees from the city’s water fund and user fees from the Mid-County service area participants.

Downtown Development Authority (DDA) Fund – The DDA collects revenues from taxes generated by a 2-mil levy and a tax increment financing district. Proceeds from these revenues are used as operating monies and as debt service for physical improvements and other activities in the DDA boundary.

Parks and Historic Millage – This millage was approved by the voters in November of 2018. This millage will levy a new additional millage of one mill (\$1.00 per \$1,000.00) on the taxable value of property located in the City of Owosso. The millage shall be levied for two years beginning with the 2019 tax levy year and running through the 2020 tax year (inclusive). As approved, the millage will provide funding to the City of Owosso Parks and Recreation Commission and the City of Owosso Historical Commission. Revenue will be used to maintain, improve, and upgrade parks and preserve historical sites within the City of Owosso.

Donations & Private Sponsorship – This funding source is based on dollars or in-kind donations received from individuals or businesses for specific projects or to specific organizations.

American Rescue Plan Act (ARPA) – This funding source comes from the United States government in response to the COVID-19 pandemic's effects on local services. There are rules for the appropriation of these funds that limit spending to government services listed in the US Department of Treasury Final ARPA Rule.

CIP COMPONENTS

The components of the CIP have been established as follows:

CATEGORY	DEPARTMENT
Comm Dev	Community Development
Historical	Historical Facilities
IT	Information Technology
Main St/DDA	Main Street and Downtown Development Authority
Parks and Rec	Parks and Recreation
Public Safety	Public Safety
Public Service	Public Service
Public Works	Public Works
WTP	Water Treatment Plant
WWTP	Waste Water Treatment Plant

PROJECTS BY CATEGORY

CATEGORY	PROJECT NAME	FUNDING SOURCE	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	TOTAL
Comm Dev	Ada Street Demo	General Fund	\$ 20,000							\$ 20,000
Comm Dev	Fraser Street Demo	General Fund	\$ 18,000							\$ 18,000
Comm Dev	Cedar St Demo	General Fund		\$ 20,000						\$ 20,000
Comm Dev	Park St Demo	General Fund		\$ 20,000						\$ 20,000
Comm Dev	Alger Street Demo	General Fund		\$ 18,000						\$ 18,000
Comm Dev	MSHDA NEP Program	Grant		\$ 37,500						\$ 37,500
Comm Dev	Zoning Ordinance Update	General Fund	\$ 40,000							\$ 40,000
Comm Dev	TOTAL		\$ 78,000	\$ 95,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,500
Historical	Curwood Castle Exterior Lighting	OHC					\$ 15,000			\$ 15,000
Historical	Curwood Castle Boiler Replacement	OHC				\$ 20,000				\$ 20,000
Historical	Curwood Castle Exterior/Interior Stucco Repair	OHC		\$ 10,000						\$ 10,000
Historical	Curwood Castle Energy Efficient Windows	Millage, Grants			\$ 15,000					\$ 15,000
Historical	Gould House Porch Rebuild (3)	Millage	\$ 50,000							\$ 50,000
Historical	Gould House Energy Efficient Windows	OHC			\$ 35,000					\$ 35,000
Historical	Gould House Furnace Replacement(3) and Hot Water Replacement (3)	Millage	\$ 20,000							\$ 20,000
Historical	Gould House Exterior Painting	OHC			\$ 15,000					\$ 15,000
Historical	Gould House Carriage House Restoration	Grants							\$ 200,000	\$ 200,000
Historical	Gould House Interior Restoration	OHC			\$ 35,000					\$ 35,000
Historical	Gould House Roof, Gutter, and Soffit Repair	Millage	\$ 150,000							\$ 150,000
Historical	TOTAL		\$ 220,000	\$ 10,000	\$ 100,000	\$ 20,000	\$ 15,000	\$ -	\$ 200,000	\$ 550,000
IT	General IT Upgrades	General Fund	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 70,000
IT	Replace Cisco Routers	General Fund	\$ 40,000							\$ 40,000
IT	Replace Battery back up	General Fund			\$ 25,000					\$ 25,000
IT	Replace Phone Handsets	General Fund			\$ 24,000					\$ 24,000
IT	Replacement of Firewall	General Fund, MMRPA RAP Grant		\$ 32,000						\$ 32,000
IT	Improve Wireless Accessibility - City Hall	General Fund	\$ 18,000							\$ 18,000
IT	Halcyon Fire System in Server Room	General Fund	\$ 16,200							\$ 16,200
IT	Virtual Server	General Fund		\$ 20,000						\$ 20,000
IT	Water Meter Customer Portal	Water Fund	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 133,000
IT	TOTAL		\$ 103,200	\$ 81,000	\$ 78,000	\$ 29,000	\$ 29,000	\$ 29,000	\$ 29,000	\$ 378,200
Main St/DDA	ATV with snow blower/plow for Downtown Snow Removal	DDA		\$ 15,000						\$ 15,000
Main St/DDA	Light Up the City - Streetlight Replacement	DDA, Donation		\$ 146,000	\$ 146,000	\$ 146,000	\$ 146,000	\$ 146,000	\$ 146,000	\$ 876,000
Main St/DDA	Mural Project	Grant				\$ 37,500	\$ 37,500			\$ 75,000
Main St/DDA	Woodard Place	DDA, donation		\$ 25,000						\$ 25,000
Main St/DDA	Downtown Planters	DDA	\$ 10,000							\$ 10,000
Main St/DDA	Downtown Security Cameras	DDA, Donations, Grant		\$ 10,000						\$ 10,000
Main St/DDA	Downtown Streetscape Improvements	DDA, Grant		\$ 92,000	\$ 92,000	\$ 92,000				\$ 276,000
Main St/DDA	TOTAL		\$ 10,000	\$ 288,000	\$ 238,000	\$ 275,500	\$ 183,500	\$ 146,000	\$ 146,000	\$ 1,287,000
Parks and Rec	Adams Park Pavilion	Grant, Donations			\$ 30,000					\$ 30,000
Parks and Rec	5-Year Master Plan	General Fund		\$ 20,000						\$ 20,000
Parks and Rec	Barrier Free Landing at Oakwood Ave Bridge	General Fund, Grant			\$ 80,000					\$ 80,000
Parks and Rec	Bennett and DeMuth Field Light Replacement	General Fund				\$ 250,000				\$ 250,000
Parks and Rec	Collamer Park Boat Launch	General Fund, Grant, Donation		\$ 15,000						\$ 15,000
Parks and Rec	Hopkins Lake Dock Replacement	Millage	\$ 28,000							\$ 28,000
Parks and Rec	Collamer Park East Side Parking	General Fund, Grant, Donation						\$ 30,000		\$ 30,000
Parks and Rec	Collamer Park Fishing Pier	General Fund, Grant, Donation				\$ 15,000				\$ 15,000
Parks and Rec	Harmon Patridge Trail Rehab	Millage, General Fund		\$ 10,000						\$ 10,000
Parks and Rec	Middle School Kayak/Canoe Landing	Millage, Grant, Donation		\$ 40,000						\$ 40,000
Parks and Rec	Curwood Castle Parking Lot Improvements	Millage		\$ 75,000						\$ 75,000

PROJECTS BY CATEGORY

CATEGORY	PROJECT NAME	FUNDING SOURCE	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	TOTAL
Parks and Rec	Grove Holman Parking Lot	Millage			\$ 15,000					\$ 15,000
Parks and Rec	Hugh Parker Equipment Storage Building	Grant, Donation				\$ 30,000				\$ 30,000
Parks and Rec	Hugh Parker Field Improvements	General Fund, Grant, Donation				\$ 40,000				\$ 40,000
Parks and Rec	N. Chipman Footbridge	General Fund, Grant, Donation						\$ 200,000		\$ 200,000
Parks and Rec	Park Entrance Signage	General Fund, Grant, Donation				\$ 30,000				\$ 30,000
Parks and Rec	Rosevear Drain Culvert	General Fund, Grant, Donation					\$ 30,000			\$ 30,000
Parks and Rec	Rosevear Parking Lot	General Fund, Grant, Donation					\$ 30,000			\$ 30,000
Parks and Rec	Replace Oakwood Bridge Decking	General Fund, Millage		\$ 30,000						\$ 30,000
Parks and Rec	Rosevear to Collamer Connection Path	General Fund, Grant, Donation					\$ 30,000			\$ 30,000
Parks and Rec	Rudy DeMuth Parking Removal	General Fund, Grant, Donation					\$ 20,000			\$ 20,000
Parks and Rec	Permanent Connection to CIS Trail	Grants							\$ 2,500,000	\$ 2,500,000
Parks and Rec	TOTAL		\$ 28,000	\$ 190,000	\$ 125,000	\$ 365,000	\$ 110,000	\$ 230,000	\$ 2,500,000	\$ 3,548,000
Public Safety	Ambulance Replacement	General Fund		\$ 214,000						\$ 214,000
Public Safety	Automatic External Defibrillator (AED)	General Fund	\$ 33,000	\$ 33,000						\$ 66,000
Public Safety	Detective Car	General Fund	\$ 30,000							\$ 30,000
Public Safety	Lucas Device (CPR Machine)	General Fund		\$ 17,500						\$ 17,500
Public Safety	Patrol Vehicle Replacement	General Fund	\$ 57,200	\$ 57,200	\$ 57,200	\$ 57,200	\$ 57,200	\$ 57,200	\$ 57,200	\$ 400,400
Public Safety	Magnet Officer Vehicle	General Fund		\$ 35,000						\$ 35,000
Public Safety	Public Safety Building	General Fund							\$ 10,000,000	\$ 10,000,000
Public Safety	Fire Truck Replacement - Engine #1	General Fund, Grant		\$ 619,000						\$ 619,000
Public Safety	Fire Department Radios	General Fund, Grant	\$ 20,700							\$ 20,700
Public Safety	Body Cameras	General Fund, Grant	\$ 83,000							\$ 83,000
Public Safety	Self-Contained Breathing Apparatus (SCBA) Bottles	General Fund, Grant		\$ 141,000						\$ 141,000
Public Safety	TOTAL		\$ 223,900	\$ 1,116,700	\$ 57,200	\$ 57,200	\$ 57,200	\$ 57,200	\$ 10,057,200	\$ 11,626,600
Public Service	Ada Street Reconstruction	Bond, SAD						\$ 105,000	\$ 105,000	\$ 210,000
Public Service	Ball Street Rehabilitation	Bond, SAD					\$ 583,500	\$ 583,500		\$ 1,167,000
Public Service	Broadway Avenue Rehabilitation	Bond, SAD					\$ 169,000	\$ 169,000		\$ 338,000
Public Service	Campbell Drive Rehabilitation	Bond/SAD						\$ 191,500	\$ 191,500	\$ 383,000
Public Service	Carmody Street Rehabilitation	Bond, SAD		\$ 50,000						\$ 50,000
Public Service	Cedar Street Rehabilitation	Bond, SAD, Water Fund				\$ 1,014,200	\$ 1,014,200			\$ 2,028,400
Public Service	Center Street Rehabilitation - King St to 132 ft north of Alturas	DWRF, WATER, ARPA		\$ 850,000						\$ 850,000
Public Service	Center Street Resurfacing - Alturas Drive to North	Bond, SAD, Water Fund			\$ 424,600					\$ 424,600
Public Service	Chip Seal Program	PA-51 Major and Local Funds		\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,200,000
Public Service	Chip Seal Contract #2	PA-51 Major and Local Funds	\$ 405,000							\$ 405,000
Public Service	Chipman Resurfacing - Harding to North	Bond, SAD				\$ 425,500	\$ 425,500			\$ 851,000
Public Service	Chipman Street Reconstruction - Main St to Beehler St	Bond, MDOT Grant, SAD		\$ 872,300						\$ 872,300
Public Service	Clinton Street Rehabilitation	Bond, SAD					\$ 380,900	\$ 380,900		\$ 761,800
Public Service	Comstock Street Rehabilitation	Bond, SAD						\$ 546,000	\$ 546,000	\$ 1,092,000
Public Service	Clyde Street Resurfacing	Bond, SAD, Water, DWRF			\$ 292,000					\$ 292,000
Public Service	Crush and Shape Contract	Bond, Streets, SAD	\$ 500,000							\$ 500,000
Public Service	Dewey Street Rehabilitation	Bond, SAD						\$ 1,122,000		\$ 1,122,000
Public Service	Division Street Rehabilitation	Bond, SAD			\$ 280,000					\$ 280,000
Public Service	Elm Street Reconstruction	Bond, SAD							\$ 496,000	\$ 496,000
Public Service	Exchange Street Rehabilitation	Bond, SAD			\$ 210,000	\$ 210,000				\$ 420,000
Public Service	Gould Street Rehabilitation - North to Moore (water main inc)	Bond, SAD, Small Urban Grant						\$ 232,500	\$ 232,500	\$ 465,000
Public Service	Huntington Drive Rehabilitation	Bond, SAD						\$ 224,000	\$ 224,000	\$ 448,000
Public Service	Howell Street Resurfacing	Bond, SAD			\$ 88,000					\$ 88,000
Public Service	King Street Rehabilitation	Bond, SAD, MDOT Grant						\$ 645,000	\$ 645,000	\$ 1,290,000
Public Service	Jerome Street Resurfacing and LSR	Act 51, SAD, Water			\$ 378,950					\$ 378,950
Public Service	Lee Street Rehabilitation and Water Main	Act 51, SAD, Water, DWRF		\$ 458,000						\$ 458,000
Public Service	Lynn Street Resurfacing	Bond, SAD			\$ 135,700					\$ 135,700

PROJECTS BY CATEGORY										
CATEGORY	PROJECT NAME	FUNDING SOURCE	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	TOTAL
Public Service	Maple Street Reconstruction (water main inc)	Bond, SAD		\$ 230,500						\$ 230,500
Public Service	Martin Street Rehabilitation	Bond, SAD						\$ 364,000	\$ 364,000	\$ 728,000
Public Service	Mason Street Rehabilitation	Bond, SAD				\$ 541,000	\$ 541,000			\$ 1,082,000
Public Service	Monroe Street Rehabilitation - Washington to Broadway	Bond, SAD					\$ 517,300	\$ 517,300		\$ 1,034,600
Public Service	North Street Rehabilitation - N. Shiawassee to Hickory	Bond, SAD, Small Urban Grant			\$ 610,000					\$ 610,000
Public Service	Pearce Street Resurfacing	Bond, SAD						\$ 200,000		\$ 200,000
Public Service	Sanitary Sewer River Crossing - M-52	Sewer Fund					\$ 1,500,000			\$ 1,500,000
Public Service	Sanitary Sewer Interceptor	Wastewater Fund			\$ 250,000					\$ 250,000
Public Service	Sewer Rehab-St. Construction	Wastewater Fund			\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
Public Service	Shady Lane - Resurfacing	Bond, SAD			\$ 350,400	\$ 350,400				\$ 700,800
Public Service	Sidewalk Replacement	Act-51 local & major street fund	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 900,000
Public Service	Stewart Street Rehabilitation	Bond, SAD, TEDF Category F grant			\$ 736,120	\$ 736,120				\$ 1,472,240
Public Service	Storm Sewer Lining	Bond, SAD	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 900,000
Public Service	Street Patch	Act-51 local & major street fund, water, sewer fund	\$ 85,715	\$ 85,715	\$ 85,715	\$ 85,715	\$ 85,715	\$ 85,715		\$ 514,290
Public Service	Water Main Replacement - 2026 - Construction Misc Other	Water Fund						\$ 1,426,900		\$ 1,426,900
Public Service	Water Main Replacement - 2027 - Construction Misc Other	Water Fund							\$ 380,000	\$ 380,000
Public Service	Water Main Replacement - 2022 - Construction Misc Other	Water Fund	\$ 850,000							\$ 850,000
Public Service	Water Main Replacement - 2023 - Construction Misc Other	Water Fund			\$ 682,000					\$ 682,000
Public Service	Water Main Replacement - 2024 - Construction Misc Other	Water Fund				\$ 919,600				\$ 919,600
Public Service	Water Main Replacement - 2025 - Construction Misc Other	Water Fund					\$ 1,412,500			\$ 1,412,500
Public Service	Water Service Line Replacement - LSR	Water Fund, ARPA, DWRF	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 7,500,000
Public Service	Woodlawn Avenue Rehabilitation - Farr to Auburndale	Bond, SAD			\$ 232,000	\$ 232,000				\$ 464,000
Public Service	Woodlawn Avenue Rehabilitation - Monroe to Corunna	Bond, SAD			\$ 78,000	\$ 78,000				\$ 156,000
Public Service	TOTAL		\$ 990,715	\$ 5,146,515	\$ 6,983,485	\$ 6,742,535	\$ 8,779,615	\$ 8,943,315	\$ 5,334,000	\$ 42,920,180
Public Works	1/2 Ton Pickup	Motor Pool				\$ 25,600				\$ 25,600
Public Works	Administrative Car (2)	Motor Pool		\$ 51,000						\$ 51,000
Public Works	Bucket Truck Aerial Lift	Motor Pool	\$ 210,000							\$ 210,000
Public Works	Carpet for Finance/IT Wing of City Hall	General Fund	\$ 10,000							\$ 10,000
Public Works	Heavy Service Truck	Motor Pool			\$ 561,000					
Public Works	City Hall Front Steps	General Fund		\$ 18,000						\$ 18,000
Public Works	Leaf Vac Machine	Motor Pool					\$ 60,000			\$ 60,000
Public Works	Library Heating Pipes	General Fund						\$ 75,000		\$ 75,000
Public Works	Mobile Light Tower	Motor Pool	\$ 5,500							\$ 5,500
Public Works	Library Air Conditioning	General Fund	\$ 33,000							\$ 33,000
Public Works	Mower Blower - John Deere	Motor Pool			\$ 28,000					\$ 28,000
Public Works	Overhead Street Lights and Poles	General Fund	\$ 30,000							\$ 30,000
Public Works	Tandem Dump Truck (2)	Motor Pool		\$ 360,000						\$ 360,000
Public Works	Pickups (3)	Motor Pool		\$ 80,400						\$ 80,400
Public Works	Pole Barn Expansion	General Fund		\$ 110,000						\$ 110,000
Public Works	Pickups - 3/4 Ton (2)	Motor Pool				\$ 60,000				\$ 60,000
Public Works	Public Works Building Improvements	General Fund, Motor Pool	\$ 72,000							\$ 72,000
Public Works	Security & Accessibility Technology at City Hall	General Fund	\$ 10,000							\$ 10,000
Public Works	Skid Steer - W/Attachments	Motor Pool				\$ 90,667				\$ 90,667
Public Works	Sweeper	Motor Pool					\$ 300,000			\$ 300,000
Public Works	Sewer Vactor Truck	Motor Pool				\$ 600,000				\$ 600,000
Public Works	Tractor 4X4 - Mowing	Motor Pool		\$ 40,500						\$ 40,500
Public Works	Wheel Loaders - 2	Motor Pool			\$ 375,000	\$ 375,000				\$ 750,000
Public Works	TOTAL		\$ 370,500	\$ 659,900	\$ 964,000	\$ 1,151,267	\$ 360,000	\$ 75,000	\$ -	\$ 3,019,667
WTP	Chlorine Distribution Tanks	Water Fund				\$ 40,000				\$ 40,000
WTP	CO2 Distribution System Rehab	Water Fund			\$ 100,000					\$ 100,000
WTP	Fluoride Distribution System	Water Fund				\$ 27,000				\$ 27,000

PROJECTS BY CATEGORY

CATEGORY	PROJECT NAME	FUNDING SOURCE	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	TOTAL
WTP	Hintz Well Rehab	Water Fund					\$ 40,000			\$ 40,000
WTP	Hintz Well Phase II	Water Fund							\$ 185,000	\$ 185,000
WTP	Induced Draft Aerator Rehab	Water Fund			\$ 40,000					\$ 40,000
WTP	Lagoon Security Fence	Water Fund	\$ 40,400							\$ 40,400
WTP	SCADA Controls	Water Fund	\$ 222,750	\$ 119,250	\$ 292,250					\$ 634,250
WTP	Lab Room Remodel	Water Fund		\$ 15,000						\$ 15,000
WTP	Standpipe & Booster Pump Station Rehab	Water Fund		\$ 460,000						\$ 460,000
WTP	West Elevated Tower Rehab	Water Fund, DWRF			\$ 380,000					\$ 380,000
WTP	Palmer No 2 Well Rehab	Water Fund		\$ 180,000						\$ 180,000
WTP	Juniper St Well - New	Water Fund		\$ 225,000						\$ 225,000
WTP	Water Treatment Plant Well No. 1 Rehab	Water Fund	\$ 40,000							\$ 40,000
WTP	Backwash Lagoon No. 2 - New Lagoon	Water Fund			\$ 70,000					\$ 70,000
WTP	Backwash Lagoon No. 1 Rehab	Water Fund			\$ 25,000					\$ 25,000
WTP	Filter Rehab - 1st Floor	Water Fund					\$ 1,200,000			\$ 1,200,000
WTP	River Crossing Water Main Extension	Water Fund						\$ 1,000,000		\$ 1,000,000
WTP	WTP Well Rehab (2)	Water Fund						\$ 40,000	\$ 40,000	\$ 80,000
WTP	Osburn Well Rehab	Water Fund						\$ 40,000		\$ 40,000
WTP	No 1 Hi Service Pump and Controls	Water Fund							\$ 52,000	\$ 52,000
WTP	Plant Reservoir Replacement	Water Fund							\$ 2,500,000	\$ 2,500,000
WTP	Filter Rehab - Basement	Water Fund			\$ 500,000					\$ 500,000
WTP	Water Treatment Plant Main Power Transfer Switch Replacement	Water Fund		\$ 35,000						\$ 35,000
WTP	Portable Generator	Water Fund		\$ 55,000						\$ 55,000
WTP	TOTAL		\$ 303,150	\$ 1,089,250	\$ 1,407,250	\$ 67,000	\$ 1,240,000	\$ 1,080,000	\$ 2,777,000	\$ 7,963,650
WWTP	Administration Building Rehabilitation	Wastewater Fund		\$ 133,000	\$ 133,000	\$ 134,000				\$ 400,000
WWTP	Beehler/Bradley St Retention Basin	MDEQ SRF Loan					\$ 3,500,000			\$ 3,500,000
WWTP	East Roughing Tower Pump	Wastewater Fund	\$ 20,000							\$ 20,000
WWTP	Electrical/Instrumentation Rehabilitation - misc.	Wastewater Fund						\$ 1,000,000		\$ 1,000,000
WWTP	Main Building Roof Replacement	Wastewater Fund, Grant, SRF		\$ 398,000						\$ 398,000
WWTP	Nitrification Tower Replacement and Membrane System	Wastewater Fund, Grant, SRF			\$ 10,000,000					\$ 10,000,000
WWTP	Pump & Motor Replacement	Wastewater Fund	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 140,000
WWTP	SCADA System Install	Wastewater Fund						\$ 900,000		\$ 900,000
WWTP	Secondary Clarifier Replacement	Wastewater Fund				\$ 3,000,000				\$ 3,000,000
WWTP	Sludge Dewatering - Compactor	Wastewater Fund, Grant		\$ 4,000,000						\$ 4,000,000
WWTP	Tertiary Pump Replacement	Wastewater Fund		\$ 25,000	\$ 25,000	\$ 25,000				\$ 75,000
WWTP	West Roughing Tower Pump	Wastewater Fund			\$ 25,000					\$ 25,000
WWTP	10-yard Tandem Dump Truck Rehab	Motor Pool			\$ 65,000					\$ 65,000
WWTP	TOTAL		\$ 40,000	\$ 4,576,000	\$ 10,203,000	\$ 3,179,000	\$ 3,520,000	\$ 1,920,000	\$ 20,000	\$ 23,458,000
TOTAL			\$ 2,367,465	\$ 13,252,865	\$ 20,155,935	\$ 11,886,502	\$ 14,294,315	\$ 12,480,515	\$ 21,063,200	\$ 94,924,797

COMMUNITY DEVELOPMENT PROJECTS

1. Zoning Ordinance Update IN PROGRESS

Project Year:	2020-22	Estimated Cost:	\$40,000
Primary Funding Source:	General Fund	Add Funding Source:	Grant
Ranking:	High		

Description: This project would involve issuing an RFP to secure a consulting firm to handle the update of the existing zoning and sign ordinance. This would occur after the competition of the Master Plan update. The Master Plan will provide framework for the zoning ordinance update.

2. 900 Ada Street Demolition IN PROGRESS

Project Year:	2021-22	Estimated Cost:	\$20,000
Primary Funding Source:	General Fund	Add Funding Source:	Grant
Ranking:	Low		

Description: This project would involve hiring a contractor to test and abate any found asbestos, demolish the existing home, backfill, and plant grass.

3. 623 Fraser Street Demolition COMPLETED

Project Year:	2021-22	Estimated Cost:	\$18,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Low		

Description: Acquire and demolish home that was involved in a fire. Owner did not have home insurance. Outstanding bills must be paid by owner before city acquires property.

4. 1122 S Cedar St Demolition

Project Year:	2022-23	Estimated Cost:	\$20,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Low		

Description: Demolition subject to potential court order.

5. 917 S Park St Demolition

Project Year:	2022-23	Estimated Cost:	\$20,000
Primary Funding Source:	General Fund	Add Funding Source:	

COMMUNITY DEVELOPMENT PROJECTS

Ranking: Low

Description: Demolition subject to potential court order.

6. Exterior and Interior Home Rehab

CANCELLED

Project Year: 2021-23

Estimated Cost: \$75,000

Primary Funding Source: MSHDA NEP Grant

Add Funding Source:

Ranking: Low

Description: Hire contractors with MSHDA grant funds (not yet awarded) to repaint eligible single family homes identified by the building department as having peeling paint or deteriorating siding. Replace hot water heaters and furnaces in eligible single family homes based on income level on a first come first serve basis. Project dependent upon grant award.

MAIN STREET AND DDA PROJECTS

1. Downtown Streetscape Improvements

Project Year:	2022-2025	Estimated Cost:	\$250,000
Primary Funding Source:	DDA	Add Funding Source:	Grant/Donations
Ranking:	Medium		

Project Description: Create a walkable city: Repair/replace flowerbeds, remove trees and replace with appropriate species, add moveable planters, repair/replace serpentine sidewalk bricks, provide designated dumpster locations, and repair parking lots in the downtown district.

2. ATV with Snow Blower/Plow

Project Year:	2022-23	Estimated Cost:	\$15,000
Primary Funding Source:	DDA	Add Funding Source:	Donation
Ranking:	Low		

Description: Purchase an ATV/UTV with snow removal capability to clear snow and salt sidewalks during the winter months for the downtown district.

3. Downtown Security Cameras

Project Year:	2022-23	Estimated Cost:	\$10,000
Primary Funding Source:	DDA	Add Funding Source:	Grant
Ranking:	High		

Description: Install (6) security cameras in the downtown district to reduce vandalism. Focus on dark alleys that have access to buildings and limited sight from the street.

4. Mural Project

Project Year:	2024-26	Estimated Cost:	\$75,000
Primary Funding Source:	Grant	Add Funding Source:	Donation
Ranking:	Low		

Description: Highlight Owosso's vertical trajectory with multi-media placemaking.

5. Light up the City

Project Year:	2022-27	Estimated Cost:	\$875,000
Primary Funding Source:	Donation	Add Funding Source:	DDA, General Fund
Ranking:	High		

MAIN STREET AND DDA PROJECTS

Description: Repair existing Chairman Lights as a short-term solution and replace with energy efficient, directional lighting that fits within the historical narrative. Add colored lighting to “wash” poles with seasonal color.

6. Woodard Place

Project Year: 2022-23

Estimated Cost: \$25,000

Primary Funding Source: DDA

Add Funding Source: Donation

Ranking: High

Description: Repairs to furniture and fence, replace fabric umbrellas with metal umbrellas, add string lights – Edison bulbs, add planters with a grey water system, add mural (\$ from #4 project above) to west wall, and replace metal awnings.

HISTORICAL FACILITIES PROJECTS

1. Curwood Castle Interior/Exterior Stucco Repair

Project Year:	2022-23	Estimated Cost:	\$10,000
Primary Funding Source:	OHC	Add Funding Source:	
Ranking:	Medium		

Description: Repair to sections of the interior plaster that looks to have minor leaks due to condition of flashing/roof. Repair exterior stucco on chimney.

2. Gould House furnace Replacement (3) and Hot Water Heater Replacement (3) IN PROCESS

Project Year:	2021-22	Estimated Cost:	\$20,000
Primary Funding Source:	Millage	Add Funding Source:	
Ranking:	Medium		

Description: Replace the 3 forced air furnaces in the Gould House with new efficient units. Also replace the 3 hot water heaters that serve the two apartments and the first floor museum space. They are between 10-20 years old.

3. Gould House Roof, Gutter, and Soffit Repair COMPLETE

Project Year:	2021-22	Estimated Cost:	\$20,000
Primary Funding Source:	Millage	Add Funding Source:	
Ranking:	High		

Description: Repair leaks in the Gould House gutters, water damaged soffit, and repair areas of roof that may need attention.

4. Gould House Porch Rebuild (3) COMPLETE

Project Year:	2021-22	Estimated Cost:	\$60,000
Primary Funding Source:	Millage	Add Funding Source:	
Ranking:	Medium		

Description: Rebuild the 3 porches on the Gould House.

5. Gould House Exterior Painting

Project Year:	2023-24	Estimated Cost:	\$15,000
Primary Funding Source:	OHC	Add Funding Source:	

HISTORICAL FACILITIES PROJECTS

Ranking: Low

Description: Paint exterior wood on Gould House.

6. Gould House Interior Restoration

Project Year: 2023-24

Estimated Cost: \$35,000

Primary Funding Source: OHC

Add Funding Source:

Ranking: Low

Description: Repair plaster on the first floor to fix cracking in the ceiling and walls. Paint interior to match great room.

7. Curwood Castle Boiler Replacement

Project Year: 2024-25

Estimated Cost: \$20,000

Primary Funding Source: OHC

Add Funding Source:

Ranking: Low

Description: Replace boiler in Curwood Castle

8. Curwood Castle Exterior Lighting Improvements

Project Year: 2022-23

Estimated Cost: \$10,000

Primary Funding Source: OHC

Add Funding Source:

Ranking: Low

Description: Replace the existing exterior lighting system at the Castle with a better and/or more efficient system.

9. Gould House Carriage House Restoration

Project Year: 2027-28

Estimated Cost: \$200,000

Primary Funding Source: OHC

Add Funding Source: Grant

Ranking: Low

Description: Rehabilitation/restore the carriage house at the Gould House. This would include a new roof, repainting, structural repair, and electricity.

INFORMATION TECHNOLOGY PROJECTS

1. General IT Upgrades

Project Year:	2022-28	Estimated Cost:	\$70,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: Replacement of computers, printers, etc. as needed. Scheduled replacement, replacement of worn-out and obsolete equipment.

2. Replace Battery Backup

Project Year:	2023-24	Estimated Cost:	\$25,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: Replace worn-out, obsolete equipment and increase safety of City's emergency back-up power.

3. Replace Phone Handsets

Project Year:	2023-24	Estimated Cost:	\$24,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: Scheduled replacement of obsolete equipment.

4. Replace Cisco Routers

Project Year:	2021-22	Estimated Cost:	\$40,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: Needed for internet and phone system routing and for the various sites.

5. Firewall Replacement

Project Year:	2022-23	Estimated Cost:	\$32,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	High		

Description: Scheduled replacement and upgrade of obsolete cyber protection equipment and software.

INFORMATION TECHNOLOGY PROJECTS

6. Recharge/Refurbish Fire Suppression System in City Hall Server Room

Project Year:	2021-22	Estimated Cost:	\$16,200
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: 2020 Annual maintenance identified that the fire retardant propellant level was below recommended levels and uses a hazardous chemical that is no longer serviceable. The system is 15-20 years old. The system protects the server room and also provides smoke detection.

7. Improve Wireless Accessibility in City Hall

Project Year:	2021-22	Estimated Cost:	\$18,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Low		

Description: Upgrade wireless systems in City Hall. Coverage is ineffective for certain parts of the building.

8. Virtual Server w/ Management

Project Year:	2022-23	Estimated Cost:	\$20,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: Replace current virtual servers and consolidate existing physical servers.

PARKS AND RECREATION PROJECTS

1. Adams Park Pavilion

Project Year:	2023-24	Estimated Cost:	\$30,000
Primary Funding Source:	Millage	Add Funding Source:	Grant, Donation
Ranking:	Low		

Description: Build a pavilion in Adams Park

2. Barrier Free Landing at Oakwood Ave Bridge

Project Year:	2023-24	Estimated Cost:	\$80,000
Primary Funding Source:	General Fund	Add Funding Source:	Grant
Ranking:	High		

Description: Install barrier free canoe/kayak landing site at Oakwood Avenue Bridge

3. Harmon Patridge Park Trail Rehabilitation

Project Year:	2022-23	Estimated Cost:	\$10,000
Primary Funding Source:	Millage	Add Funding Source:	Donation
Ranking:	High		

Description: Work with the Rotary Club to replace all gravel on the walking trail

4. Baseball/Softball Field Light Replacement

Project Year:	2024-25	Estimated Cost:	\$250,000
Primary Funding Source:	Millage	Add Funding Source:	
Ranking:	High		

Description: Replace ball field lights at Rudy Demuth and Bennet Park

5. Grove Holman Parking Lot Improvements

Project Year:	2023-24	Estimated Cost:	\$15,000
Primary Funding Source:	Millage	Add Funding Source:	
Ranking:	High		

Description: With the completion of the skate park and the possible repurposing of the Holman Pool building, the parking lot needs to be repaved as it is in very poor shape

PARKS AND RECREATION PROJECTS

6. Improved Connection to CIS Trail

Project Year:	2027-28	Estimated Cost:	\$2,500,000
Primary Funding Source:	Grant	Add Funding Source:	
Ranking:	High		

Description: Link the City's river trail system to the CIS trail that currently ends in Owosso Township. This is an improvement to the current route that comes in at the north end of the city. This will require an easement or maintenance agreement with the RR as the new connection would utilize about a mile of RR right of way. MDOT TAP Grant with a match from DNR Trust Fund Grant would fund the project.

7. Collamer Park East Side Parking

Project Year:	2026-27	Estimated Cost:	\$30,000
Primary Funding Source:	Millage	Add Funding Source:	Grant, Donation
Ranking:	Low		

Description: Develop parking on east side of Hopkins Lake with the fishing pier to satisfy the needs of the trailhead and pier at the south end of Palmer Street.

8. Collamer Park Fishing Pier

COMPLETE

Project Year:	2024-25	Estimated Cost:	\$15,000
Primary Funding Source:	Millage	Add Funding Source:	Grant, Donation
Ranking:	Low		

9. Curwood/Middle School Area Boat Launch

GRANT APPROVED – PLANNING PROCESS

Project Year:	2022-23	Estimated Cost:	\$40,000
Primary Funding Source:	Millage	Add Funding Source:	Grant, Donation
Ranking:	High		

Description: Build a canoe/kayak launch at or near the middle school. An alternate location to improve parking availability could be behind retriever solutions just downstream. An agreement with the property would have to be executed for this alternate location and a sidewalk will have to be built to the launch at the water's edge.

10. Hugh Parker Equipment Storage Building

Project Year:	2024-25	Estimated Cost:	\$30,000
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PARKS AND RECREATION PROJECTS

Primary Funding Source: Millage Add Funding Source: Donation
Ranking: Low

Description: Build and equipment shed possibly in partnership with service groups.

11. Hugh Parker Field Improvements

Project Year: 2024-25 Estimated Cost: \$40,000
Primary Funding Source: Millage Add Funding Source:
Ranking: Low

Description: Partner with service groups to improve bathrooms and field, establish and implement a maintenance standard for the Abrey Creek drain embankments and add permanent surface in the parking lot on Lincoln Ave

12. Park Entrance Signage

Project Year: 2024-25 Estimated Cost: \$30,000
Primary Funding Source: General Fund Add Funding Source: Donation, Sponsorship
Ranking: Medium

Description: Replace all signage at park entrances.

13. Rosevear Drain Culvert

Project Year: 2025-26 Estimated Cost: \$30,000
Primary Funding Source: General Fund Add Funding Source:
Ranking: Medium

Description: Repair the existing drain culvert at Rosevear Park and install guard rails

14. Rosevear Parking Lot

Project Year: 2025-26 Estimated Cost: \$30,000
Primary Funding Source: General Fund Add Funding Source:
Ranking: Low

Description: Build a parking lot at Rosevear Park

15. Rosevear to Collamer Park Connection Path

Project Year: 2025-26 Estimated Cost: \$30,000

PARKS AND RECREATION PROJECTS

Primary Funding Source: General Fund Add Funding Source: Grant
Ranking: Low

Description: Build a non-motorized path connecting Rosevear to Collamer Park through the industrial park

16. Rudy Demuth Oakwood Parking Lot

Project Year: 2025-26 Estimated Cost: \$20,000
Primary Funding Source: General Fund Add Funding Source:
Ranking: Low

Description: Eliminate Parking between ball diamonds but maintain the gated service drive

17. Hopkins Lake Dock Replacement COMPLETE

Project Year: 2021-22 Estimated Cost: \$28,000
Primary Funding Source: Parks Millage Add Funding Source:
Ranking: High

Description: Replace Hopkins Lake floating dock with longer/larger floating dock.

18. Replace Oakwood Bridge Decking

Project Year: 2022-23 Estimated Cost: \$30,000
Primary Funding Source: Millage Add Funding Source: General Fund
Ranking: High

Description: Replace wooden deck on Oakwood walk-bridge.

19. 5-Year Parks and Rec Master Plan

Project Year: 2022-2023 Estimated Cost: \$20,000
Primary Funding Source: General Fund Add Funding Source:
Ranking: High

Description: The current Parks and Rec Master Plan expires in 2023. A new 5-year plan will need to be adopted in order to qualify for DNR Trust Fund grants. The Parks and Rec Master Plan outlines the city's parks and recreation assets and plans for future projects.

PUBLIC SAFETY PROJECTS

1. Patrol Vehicle Replacement

Project Year:	2020-27	Projected Cost:	\$400,000
Primary Funding Source:	General Fund	Add Funding Source:	USDA Grant
Ranking:	Medium		

Description: Purchase of four vehicles every three years to replace a worn out/obsolete units. This purchase will increase safety and improvement service in the community.

2. Automatic External Defibrillator (AED) COMPLETE

Project Year:	2021-24	Projected Cost:	\$99,000
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Low		

Description: Purchase 3 AED machines to replace one and add two more. This purchase will increase safety and improve service in the community.

3. Detective Car COMPLETE

Project Year:	2021-22	Projected Cost:	\$30,000
Primary Funding Source:	General Fund	Add Funding Source:	USDA Grant
Ranking:	Low		

Description: Replace one of the unmarked detective cars.

4. Self-Contained Breathing Apparatus (SCBA) Tanks

Project Year:	2022-23	Projected Cost:	\$141,000
Primary Funding Source:	General Fund	Add Funding Source:	Grant
Ranking:	High		

Description: Purchase of 25 SCBA bottles which are scheduled for replacement.

5. Public Safety Building Replacement

Project Year:	2027-28	Projected Cost:	\$10,000,000
Primary Funding Source:	General Fund	Add Funding Source:	Grant, Bond
Ranking:	Medium		

PUBLIC SAFETY PROJECTS

Description: Demolish and replace existing Public Safety building with a more energy efficient building per the needs assessment of the current building that was completed in the 2017-2018 budget year.

6. Ambulance Replacement COMPLETE

Project Year:	2022-23	Projected Cost:	\$214,000
Primary Funding Source:	General Fund	Add Funding Source:	USDA Grant
Ranking:	Medium		

Description: Scheduled replacement of existing unit nearing the end of its useful service life. Ambulances can last 7-10 years.

7. Body Cameras IN PROCESS

Project Year:	2021-22	Projected Cost:	\$83,000
Primary Funding Source:	General Fund	Add Funding Source:	RAP Grant
Ranking:	High		

Description: The city now has the server capacity to handle information from body cameras. This will increase service to the community and better protect the city's liability for police incidents.

8. Fire Department Radios COMPLETE

Project Year:	2022-23	Projected Cost:	\$20,700
Primary Funding Source:	General Fund	Add Funding Source:	Grant
Ranking:	Medium		

Description: Replace 4 radio units that are nearing the end of their service life.

9. Lucas Device (automatic chest compression)

Project Year:	2022-23	Projected Cost:	\$17,500
Primary Funding Source:	General Fund	Add Funding Source:	
Ranking:	Medium		

Description: Purchase 1 device to supplement the single Lucas Device utilized by EMS. This will increase service to the community as our single unit has proved very useful in saving lives.

10. Vehicle for MAGNET Officer

Project Year:	2022-23	Projected Cost:	\$35,000
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PUBLIC SAFETY PROJECTS

Primary Funding Source: General Fund
Ranking: Medium

Add Funding Source:

Description: In Jan 2022, the city was informed that the Michigan State Police will no longer provide a vehicle for our officer assigned to MAGNET. A lease agreement with Hertz is possible that could be funded by a grant to the MSP for this purpose. This vehicle purchase is a backup plan should that grant not materialize.

11. Fire Truck Replacement

Project Year: 2022-23
Primary Funding Source: General Fund
Ranking: Low

Projected Cost: \$619,000
Add Funding Source: Grant

Description: Replace Engine #1. This truck is a 1997 so it is over the NFPA recommended replacement schedule of 15 years for these types of fire trucks. Regular maintenance will only increase in cost and frequency. The price of these units is predicted to increase 10% in by spring of 2023.

PUBLIC SERVICE PROJECTS

1. 2022 Water Main Replacement (Center Street)

Project Year:	2022-23	Projected Cost:	\$850,000
Primary Funding Source:	DWRF	Add Funding Source:	Water, ARPA

Description: Water main and service line replacement along Center Street from King St to North St; altogether with related items plus engineering fee.

2. Chipman Street Reconstruction & Water Main Replacement

GRANT APPLICATION SUBMITTED. ON HOLD PENDING FUNDING

Project Year	2022-23	Projected Cost:	\$872,300
Primary Funding Source:	Act 51, SAD, Water	Add Funding Source:	MDOT Grant

Description: From Main Street to Beehler Street. City/MDOT project for .17 mile road reconstruction along with HMA pavement, curb and gutter, ADA sidewalks, storm sewer, permanent signing, pavement markings, and water main replacement; altogether with related work items plus engineering fee.

3. Division Street Rehabilitation

ON HOLD PENDING FUNDING

Project Year:	2023-24	Projected Cost:	\$280,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	

Description: From Harper Street to Ridge Street. City project for .15 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

4. Lee Street Rehabilitation & Water Main Replacement

Project Year:	2022-23	Projected Cost:	\$458,000
Primary Funding Source:	Act 51, SAD, Water	Add Funding Source:	Water, DWRF

Description: From Clark Street to Ada Street. City project for 0.07 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, sidewalk replacement, ADA sidewalk ramps, storm sewer replacement, and water main and service line replacement; altogether with related work items plus engineering fee.

PUBLIC SERVICE PROJECTS

5. North Street Rehabilitation & Water Main Replacement

Project Year:	2022-24	Projected Cost:	\$1,717,000
Primary Funding Source:	Bond, SAD, Water	Add Funding Source:	Grant

Description: From Shiawassee Street to Hickory Street. City project for .49 mile road rehabilitation, isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main and service line replacements; altogether with related work items plus engineering fee.

6. Chip Seal Program

Project Year:	2022-28	Projected Cost:	\$1,200,000
Primary Funding Source:	Act 51	Add Funding Source:	

Description: General maintenance operation for existing asphalt road pavement surfaces. Chip seal is a proven low-budget method for prolonging pavement life and delaying higher cost pavement treatments. City staff will prioritize work sites and develop annual project lists for the six-year period.

7. Water Service Line Replacement Project

Project Year:	2022-28	Projected Cost:	\$7,500,000
Primary Funding Source:	Water	Add Funding Source:	DWRF, ARPA

Description: Replacement of non-compliant water service lines throughout the city as required by EGLE.

8. Sidewalk Replacement Program

Project Year:	2022-28	Projected Cost:	\$900,000
Primary Funding Source:	Act 51	Add Funding Source:	

Description: Replace misaligned, deteriorated, or damaged sections of sidewalk in the city. Construct sidewalks so they are ADA compliant.

9. Storm Sewer Lining

Project Year:	2022-28	Projected Cost:	\$900,000
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PUBLIC SERVICE PROJECTS

Primary Funding Source: Bond

Add Funding Source:

Description: Various locations in conjunction with road projects. Best practice method is to evaluate existing storm sewer during a project's design phase. Best construction choice is made, either open-cut or lining. Those sewers recommended for lining should be bundled and done on a two year rotation cycle. Sewer lining is a more economical and less intrusive method for prolonging life expectancy of a sewer versus open-cut method.

10. Street Patch Program

Project Year: 2022-28

Projected Cost: \$600,000

Primary Funding Source: Act 51

Add Funding Source: Water

Description: Remove patches that were cold patched over the winter and replace with hot mix asphalt. These patches are caused by water main breaks, sewer repairs, catch basin repairs, etc.

11. Carmody Street Resurfacing

ON HOLD PENDING FUNDING

Project Year: 2023-24

Projected Cost: \$50,100

Primary Funding Source: Bond, SAD

Add Funding Source:

Description: From Main Street to Cleveland Avenue. City project for .13 mile road resurfacing (crush, stabilize, cap); altogether with related work items plus engineering fee.

12. Center Street Resurfacing – King to Alturas

Project Year: 2023-24

Projected Cost: \$119,000

Primary Funding Source: Act 51, SAD

Add Funding Source: POTENTIAL

TARGET FOR ARPA

Description: From King Street to 132 feet north of Alturas Drive. City project for .26 mile of road resurfacing (crush, stabilize, cap); altogether with related work items plus engineering fee.

13. Center Street Rehabilitation – Alturas to North

Project Year: 2023-24

Projected Cost: \$279,000

Primary Funding Source: Act 51, SAD

Add Funding Source:

PUBLIC SERVICE PROJECTS

Description: From 132 feet north of Alturas Drive to North Street. City project for .26 mile road rehabilitation (pavement replacement), and isolated curb and gutter replacement; altogether with related work items plus engineering fee.

14. Clyde Street Resurfacing & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2023-24
Primary Funding Source: Bond, SAD

Projected Cost: \$292,000
Add Funding Source: Water, DWRF

Description: From Walnut Street to Shiawassee Street. City project for .13 mile road resurfacing (crush, stabilize, cap) and water main replacement; altogether with related work items plus engineering fee.

15. Howell Street Resurfacing

ON HOLD PENDING FUNDING

Project Year: 2023-24
Primary Funding Source: Bond, SAD

Projected Cost: \$88,000
Add Funding Source:

Description: From south end of street to Clinton Street. City project for .07 mile road resurfacing (crush, stabilize, cap); altogether with related work items plus engineering fee.

16. Jerome Street Resurfacing & Water Service Line Replacement

Project Year: 2023-24
Primary Funding Source: Act 51, SAD, Water

Projected Cost: \$378,950
Add Funding Source:

Description: From Hickory Street to Oakwood Street. City project for .37 mile road resurfacing (crush, stabilize, cap) and water service line replacement; altogether with related work items plus engineering fee.

17. Lynn Street Resurfacing & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2023-24
Primary Funding Source: Bond, SAD

Projected Cost: \$135,700
Add Funding Source: Water, DWRF

Description: From west end of street to Howell Street. City project for .06 mile road resurfacing (crush, stabilize, cap) and water main replacement; altogether with related work items plus engineering fee.

PUBLIC SERVICE PROJECTS

18. Sanitary Sewer Interceptor

Project Year:	2023-24	Projected Cost:	\$250,000
Primary Funding Source:	Wastewater	Add Funding Source:	ARPA

Description: Televis, inspect, and clean 27-inch sewer main along Shiawassee River.

19. 2023 Water Main Replacement

Project Year:	2023-24	Projected Cost:	\$682,000
Primary Funding Source:	DWRF	Add Funding Source:	Water

Description: Water main and service line replacement along the following streets; altogether with related work items plus engineer fee:

N. Dewey – Brandon to Moore
Milwaukee - S. Lyon to S. Cedar
Huron - Huggins to E. End

20. Exchange Street Rehabilitation

ON HOLD PENDING FUNDING

Project Year:	2023-25	Projected Cost:	\$420,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	

Description: From Saginaw Street to Dewey Street. City project for .27 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

21. Shady Lane Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year:	2023-25	Projected Cost:	\$700,800
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water, DWRF

Description: From Meadow Drive to Chipman Street. City project for .22 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

PUBLIC SERVICE PROJECTS

22. Stewart Street Rehabilitation & Water Main Replacement

Project Year:	2023-25	Projected Cost:	\$1,472,240
Primary Funding Source:	Act 51, SAD, Water	Add Funding Source:	Grant, DWRF

Description: From Shiawassee Street to Washington Street. City/MDOT project for .31 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, water main and service line replacement; altogether with related work items plus engineering fee.

23. Woodlawn Avenue Rehabilitation & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2023-25	Projected Cost:	\$464,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water, DWRF

Description: From Farr Avenue to Auburndale Avenue. City project for .16 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

24. Woodlawn Avenue Rehabilitation ON HOLD PENDING FUNDING

Project Year:	2023-25	Projected Cost:	\$156,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	

Description: From Monroe St to Corunna Ave. City project for .10 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

25. Sanitary Sewer Rehab – Open Cut Replacement

Project Year:	2023-28	Projected Cost:	\$2,000,000
Primary Funding Source:	Wastewater	Add Funding Source:	

Description: Replacement of sanitary sewer main and manholes which are not able to be lined due to severe deterioration.

26. 2024 Water Main Replacement

PUBLIC SERVICE PROJECTS

Project Year:	2024-25	Projected Cost:	\$919,600
Primary Funding Source:	Water	Add Funding Source:	DWRF

Description: Water main and service line replacement along the following streets; altogether with related work items plus engineer fee:

Genesee - Michigan to Green
Grace - M-52 to Cedar
Young - Chestnut to Brooks
Nafus - Frederick to Freeman
Tracy- Frederick to Stewart
Nafus - Frederick to S. End (DPW Project)

27. Cedar Street Rehabilitation & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2024-26	Projected Cost:	\$2,028,400
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water, DWRF

Description: From Hampton Street to Main Street. City project for .75 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

28. Chipman Street Rehabilitation & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2024-26	Projected Cost:	\$851,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	

Description: From Harding Avenue to North Street. City project for .32 mile road rehabilitation, isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

29. Mason Street Rehabilitation & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2024-26	Projected Cost:	\$1,082,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water, DWRF

Description: From Park Street to Dewey Street. City project for .33 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm

PUBLIC SERVICE PROJECTS

sewer; water main replacement from Saginaw to Dewey; altogether with related work items plus engineering fee.

30. Sanitary Sewer River Crossing west of M-52

Project Year:	2024-26	Projected Cost:	\$1,500,000
Primary Funding Source:	Wastewater	Add Funding Source:	ARPA

Description: Replace the sanitary sewer river crossing west of M-52 with a mechanical system.

31. 2025 Water Main Replacement

Project Year:	2025-26	Projected Cost:	\$1,412,450
Primary Funding Source:	Water	Add Funding Source:	DWRF

Description: Water main and service line replacement along the following streets; altogether with related work items plus engineer fee:

Adams - Oliver to King
Adams - Elizabeth to N. of Jennett
Brandon - Summit to Dingwall
Dingwall - Brandon to N. End
Gilbert - Mason to Oliver

32. Clinton Street Rehabilitation & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2025-27	Projected Cost:	\$761,800
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water

Description: From Cedar Street to Shiawassee Street. City project for .24 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

33. Ball Street Rehabilitation & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2025-27	Projected Cost:	\$1,167,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water, DWRF

PUBLIC SERVICE PROJECTS

Description: From Exchange Street to King Street. City project for .43 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; water main replacement from Exchange to Mason and from Oliver to 450' north of Oliver; altogether with related work items plus engineering fee.

34. Broadway Avenue Rehabilitation

ON HOLD PENDING FUNDING

Project Year: 2025-27
Primary Funding Source: Bond, SAD

Projected Cost: \$338,000
Add Funding Source:

Description: From Auburndale Avenue to Monroe Street. City project for .17 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

35. Monroe Street Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2025-27
Primary Funding Source: Bond, SAD

Projected Cost: \$1,034,600
Add Funding Source: Water, DWRF

Description: From Washington Street to Broadway Street. City project for .39 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

36. 2026 Water Main Replacement

Project Year: 2026-27
Primary Funding Source: Water

Projected Cost: \$1,426,900
Add Funding Source: DWRF

Description: Water main and service line replacement along the following streets; altogether with related work items plus engineer fee:

Gould - Exchange to Oliver

Gould - Oliver to North

Jennett - M-52 to Adams

Oak - M-21 to Williams

Williams - Washington to Dewey

37. Ada Street Rehabilitation

ON HOLD PENDING FUNDING

PUBLIC SERVICE PROJECTS

Project Year: 2026-28 Projected Cost: \$210,000
Primary Funding Source: Bond, SAD Add Funding Source:

Description: From Jennett St to Campbell Dr. City project for .11 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

38. Campbell Drive Rehabilitation

ON HOLD PENDING FUNDING

Project Year: 2026-28 Projected Cost: \$383,000
Primary Funding Source: Bond, SAD Add Funding Source:

Description: From Ada St to Ada St. City project for .17 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

39. Comstock Street Rehabilitation

ON HOLD PENDING FUNDING

Project Year: 2026-28 Projected Cost: \$1,092,000
Primary Funding Source: Bond, SAD Add Funding Source:

Description: From Park St to Gould St. City project for .59 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

40. Gould Street Rehabilitation

ON HOLD PENDING FUNDING

Project Year: 2026-28 Projected Cost: \$465,000
Primary Funding Source: Bond, SAD Add Funding Source:

Description: From Moore Street to North Street. City project for .24 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

41. Huntington Drive Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2026-28 Projected Cost: \$448,000

PUBLIC SERVICE PROJECTS

Primary Funding Source: Bond, SAD

Add Funding Source: Water, DWRF

Description: From Moore Street to Stevens Street. City project for .15 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

42. King Street Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2026-28

Projected Cost: \$1,290,000

Primary Funding Source: Bond, SAD, Water

Add Funding Source: Grant, DWRF

Description: From Seventh Street to Shiawassee Street. City/MDOT project for .41 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

43. Martin Street Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2026-28

Projected Cost: \$728,000

Primary Funding Source: Bond, SAD

Add Funding Source: Water, DWRF

Description: From Stewart Street to Milwaukee Street. City project for .27 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

44. Water Street Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2026-28

Projected Cost: \$476,000

Primary Funding Source: Bond, SAD

Add Funding Source: Water, DWRF

Description: From Oliver Street to King Street. City project for .21 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

45. Dewey Street Rehabilitation & Water Main Replacement

ON HOLD PENDING FUNDING

Project Year: 2027-28

Projected Cost: \$2,169,000

Primary Funding Source: Bond, SAD

Add Funding Source: Water, DWRF

PUBLIC SERVICE PROJECTS

Description: From Comstock Street to King Street. City project for .57 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, storm sewer, and water main replacement; altogether with related work items plus engineering fee.

46. Elm Street Reconstruction & Water Main Replacement ON HOLD PENDING FUNDING

Project Year:	2027-28	Projected Cost:	\$496,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water, DWRF

Description: From Main Street to River Street. City project for .13 mile road reconstruction along with new curb and gutter, ADA sidewalk ramps, storm sewer, and water main replacement from Main to Bradley; altogether with related work items plus engineering fee.

47. 2027 Water Main Replacement

Project Year:	2027-28	Projected Cost:	\$380,000
Primary Funding Source:	Water	Add Funding Source:	DWRF

Description: Water main and service line replacement along the following streets; altogether with related work items plus engineer fee:

Washington – Stratford to North
Wiltshire – Huntington to Moore

Completed Projects

48. Cedar Street Rehabilitation – Phase 1 COMPLETED 2020

Project Year:	2019-21	Projected Cost:	\$771,000
Primary Funding Source:	Bond, SAD	Add Funding Source:	Water

Description: From South Street to Hampton Street. City project for .25 mile road rehabilitation (pavement replacement), water main, isolated curb and gutter replacement, ADA sidewalks, and storm sewer; altogether with related work items plus engineering fee.

49. Sewer Rehab (Street Construction) COMPLETED 2020

PUBLIC SERVICE PROJECTS

Project Year: 2020-21 Projected Cost: \$1,400,000
Primary Funding Source: Wastewater Add Funding Source:

Description: Repair of sanitary sewer main and manholes, with some replacements (minimal), as identified during condition assessments performed 2017 during SAW Grant project initiatives.

50. 2020 Water Main Replacement

COMPLETED 2020

Project Year: 2020-21 Projected Cost: \$1,716,800
Primary Funding Source: Water, DWRF Add Funding Source:

Description:

S. Cedar - South to Hampton

Cleveland - Chestnut to Brooks

Lafayette - M-21 to Cleveland

Robbins - Mack to S. End (DPW Project)

Morris - Mack to N. End (DPW Project)

51. North Street Rehabilitation (Hickory to Gould)

COMPLETED 2020

Project Year: 2020-21 Projected Cost: \$1,899,000
Primary Funding Source: Bond, SAD Add Funding Source: Water

Description: From Hickory Street to Gould Street. City project for .47 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items plus engineering fee.

52. Gould Street Rehabilitation (Oliver to Moore)

COMPLETED 2021

Project Year: 2021-22 Projected Cost: \$780,000
Primary Funding Source: Bond, SAD Add Funding Source: Grant

Description: From Oliver Street to Moore Street. City project for .50 mile road rehabilitation (pavement replacement), isolated curb and gutter replacement, ADA sidewalk ramps, and storm sewer; altogether with related work items.

53. Retaining Wall Replacement at City Hall

COMPLETED 2021

PUBLIC SERVICE PROJECTS

Project Year: 2021-2022 Projected Cost: \$210,000
Primary Funding Source: General Fund Add Funding Source:

Description: Restore and reconstruct collapsed retaining wall between the Shiawassee River and City hall. Replace sidewalk, handrails, and lighting within project area.

54. 2021 Water Main Replacement

COMPLETED 2021

Project Year: 2022-23 Projected Cost: \$90,000
Primary Funding Source: Water Add Funding Source:

Description:

Water main and service line replacement along Maple Avenue from Corunna Avenue to north end. Work to be completed by DPW crews.

55. 2021 Chip Seal Contract #1

COMPLETED 2021

Project Year: 2020-21 Projected Cost: \$401,000
Primary Funding Source: Act 51 Add Funding Source:

- Auburndale from Broadway to Alger
- Carr from South to Herman
- George from South to Herman
- Glenwood from Farr to Monroe
- Herman from Carr to Kenwood
- Hiram from George to Chipman
- Nelson from South to Herman
- South from Chipman to Shiawassee
- Washington from city limits to Gute
- Woodlawn from sound end to Farr

56. 2021 Chip Seal Contract #2

COMPLETED 2021

Project Year: 2021-22 Projected Cost: \$405,000
Primary Funding Source: Streets Add Funding Source:

- Adams from King to Elizabeth
- Alta Vista from Center to Shady Lane
- Alturas from Center to Shady Lane
- Chestnut from Stewart to Main
- Chipman Lane from Chipman to east end

PUBLIC SERVICE PROJECTS

- Corlett from south end to Marion
- Jennett from Adams to Washington
- Mack from Robbins to Chipman
- Marion from Chipman to Hanover
- Morris from Mack to north end
- North St over Corlett Creek
- Orchard from Marion to north end

57. 2021 Crush and shape contract

COMPLETED 2021

Project Year: 2021-22
Primary Funding Source: Bond, SAD

Projected Cost: \$700,000
Add Funding Source: Streets

Description: Crush and shape the local streets listed. These streets do not have curb and gutter and will be restored to that layout. By concentrating on these types of streets, the remaining bond funds will be stretched as far as possible (i.e. more miles completed compared to complete reconstructions elsewhere).

- Glenwood from south end to Farr
- Garfield from sound end to Corunna
- Pearce from South to Francis
- Lincoln from Farr to Monroe
- McMillan from south end to Industrial
- Park from Harper to Ridge

PUBLIC WORKS PROJECTS

1. Bucket Truck/Aerial Lift Purchase IN PROCESS

Project Year: 2021-22 Projected Cost: \$210,000
Primary Funding Source: Motor Pool Add Funding Source:

Description: Scheduled replacement of one of the two existing units.

2. Replace Carpet in Finance Wing of City Hall

Project Year: 2021-22 Projected Cost: \$10,000
Primary Funding Source: General Fund Add Funding Source:

Description: Replace carpet in 2nd floor east wing of City Hall.

3. Repair City Hall Front Steps

Project Year: 2022-23 Projected Cost: \$18,000
Primary Funding Source: General Fund Add Funding Source:

Description: Rehab of front steps to correct misalignments, control separations, to extend usefulness and enhance aesthetics and insure safe ingress and egress to the building.

4. Public Works Building Improvements IN PROCESS

Project Year: 2021-22 Projected Cost: \$72,000
Primary Funding Source: General Fund Add Funding Source: Motor Pool

Description: Replacement of insulated overhead doors in main building. Priority - High. Re-roof main building with steel sheeting, facility upgrades. Priority - Medium. Added storage facilitates. Priority - Low.

5. Replace Library Air Conditioners IN PROCESS

Project Year: 2021-22 Projected Cost: \$33,000
Primary Funding Source: General Fund Add Funding Source:

PUBLIC WORKS PROJECTS

Description: Replace two 40 year old air conditioning units. Engineer and design system for efficiently cooling the building.

6. Security and Accessibility Technology for City Hall IN PROCESS

Project Year: 2021-22 Projected Cost: \$10,000
 Primary Funding Source: General Fund Add Funding Source:

Description: Place a panic button in lobby of City Hall and on all employees' computers. Add an ADA accessible entrance to the lower floor of City Hall which would include ADA push buttons for the doors.

7. Administrative Cars (2)

Project Year: 2022-23 Projected Cost: \$51,000
 Primary Funding Source: Motor Pool Add Funding Source:

Description: Purchase 2 new vehicles to replace the current (2) Chevy Impala models.

8. Replace Library Heating Pipes

Project Year: 2026-27 Projected Cost: \$75,000
 Primary Funding Source: General Fund Add Funding Source: Library

Description: Replace all boiler heating pipes throughout the building. Existing pipes are developing leaks at a higher rate every year. Patching is needed quite often.

9. 4x4 Tractor – Mowing

Project Year: 2022-23 Projected Cost: \$40,500
 Primary Funding Source: Motor Pool Add Funding Source:

Description: Scheduled replacement of existing unit.

10. Light Tower COMPLETE

Project Year: 2022-23 Projected Cost: \$5,500

PUBLIC WORKS PROJECTS

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Increased safety for crews while working in the dark.

11. Pickups 4x2 (3)

Project Year: 2022-23

Projected Cost: \$80,400

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing units.

12. Tandem Dump (2)

Project Year: 2022-23

Projected Cost: \$360,000

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing units.

13. Pole Barn Expansion

Project Year: 2022-23

Projected Cost: \$110,000

Primary Funding Source: General Fund

Add Funding Source:

Description: To increase heated storage for mobile equipment. This would be done by adding on to existing grey barn. Heating insulation and electrical all included and also adding more insulation to existing structure.

14. John Deere Mower Blower

Project Year: 2023-24

Projected Cost: \$28,000

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Purchase a snow blowing machine to improve snow removal services.

15. Wheel Loader (2)

Project Year: 2023-25

Projected Cost: \$750,000

PUBLIC WORKS PROJECTS

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing units.

16. Heavy Service Truck

Project Year: 2023-24

Projected Cost: \$561,000

Primary Funding Source: Motor Pool

Add Funding Source:

Description: New piece of equipment for water utility service work.

17. 1/2 Ton Pickup

Project Year: 2024-25

Projected Cost: \$25,600

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing unit.

18. Purchase ¾ Pickups (2)

Project Year: 2024-25

Projected Cost: \$60,000

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing units.

19. Skid Steer w/ Attachments

Project Year: 2024-25

Projected Cost: \$90,667

Primary Funding source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing unit.

20. Sewer Vactor Truck

Project Year: 2024-25

Projected Cost: \$600,000

Primary Funding Source: Motor Pool

Add Funding Source:

PUBLIC WORKS PROJECTS

Description: Scheduled replacement of existing unit

21. Purchase Leaf Vac Machine

Project Year:	2025-26	Projected Cost:	\$60,000
Primary Funding Source:	Motor Pool	Add Funding Source:	

Description: Purchase a leaf vac attachment for dump truck to improve annual leaf pickup service.

22. Street Sweeper

Project Year:	2025-26	Projected Cost:	\$300,000
Primary Funding Source:	Motor Pool	Add Funding Source:	

Description: Scheduled replacement of one of the city's two Elgin sweepers.

COMPLETED/CANCELLED

23. Purchase 72" John Deere Mower

COMPLETED

Project Year:	2020-21	Projected Cost:	\$24,917
Primary Funding Source:	Motor Pool	Add Funding Source:	

Description: Purchase 72" front-deck John Deere mower to replace the current unit that has reached the end of its useful life.

24. Single Axle 5-yard Dump Truck

COMPLETED

Project Year:	2020-21	Projected Cost:	\$100,750
Primary Funding Source:	Motor Pool	Add Funding Source:	

Description: Scheduled replacement of existing unit

25. Tandem Axle 10-yard Dump Truck

COMPLETED

Project Year:	2020-21	Projected Cost:	\$152,000
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PUBLIC WORKS PROJECTS

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Scheduled replacement of existing unit

26. Chipper Body (Mount on Hook Lift Chassis)

COMPLETED

Project Year: 2020-2021

Projected Cost: \$10,055

Primary Funding Source: Motor Pool

Add Funding Source: None

27. WACHS Valve Turner

COMPLETED

Project Year: 2020-2021

Projected Cost: \$32,095

Primary Funding Source: Water Fund

Add Funding Source: None

28. Hook Lift Bodies

CANCELLED

Project Year: 2020-21

Projected Cost: \$17,000

Primary Funding Source: Motor Pool

Add Funding Source:

Description: Purchase of 2 hook lifts – chipper box and flat bed.

WATER TREATMENT PROJECTS

- | | | | |
|-----------------------------|-----------|---------------------|-----------|
| 1. SCADA Controls - Phase I | | IN PROCESS | |
| Project Year: | 2020-21 | Projected Cost: | \$124,250 |
| Primary Funding Source: | DWRF Loan | Add Funding Source: | Water |
| SCADA Controls - Phase II | 2021-2022 | Project Cost | \$222,750 |
| SCADA Controls - Phase III | 2022-2023 | Project Cost | \$119,250 |
| SCADA Controls - Phase IV | 2022-2023 | Project Cost | \$292,250 |

Description: Existing hardware and software is outdated. Upgrades should have been completed before 2014. This proposal will include automation of distribution controls allowing for future unattended WTP operations during third shifts. All projected costs include engineering, material, installation construction, and contingency of \$10,250 for each phase. Per comments in the 2021 Sanitary Survey

2. Lagoon Security Fence

Project Year:	2021-22	Projected Cost:	\$40,400
Primary Funding Source:	Water	Add Funding Source:	

Description: Repair of damaged fence and installation of 1,700 lin. ft. of new fence with signage installed. Per comments in the 2021 Sanitary Survey

3. Palmer No. 3 Well Rehab

Project Year:	2021-22	Projected Cost:	\$195,900
Primary Funding Source:	Water	Add Funding Source:	None

Description: This well development at the Palmer 3 site is currently active. Well drilling and testing to be completed by 12/27/21. Submittal to EGLE for Well Permit by 1/2022. 6 month Permitting process with EGLE. 7/22 to 9/22 Engineering design and permitting. Bidding and Construction 11/22 to 9/23. Project to include prefab building, security fencing protecting both Palmer Wells.

4. WTP Lab/Control Rm. Interior Repairs

Project Year:	2022-23	Projected Cost:	\$15,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: Project Repair – Roof leaks, wall, ceiling tiles and flooring

WATER TREATMENT PROJECTS

5. Standpipe and Booster Pump Station Rehab

Project Year:	2022-23	Projected Cost:	\$460,000
Primary Funding Source:	DWRF Loan	Add Funding Source:	Water

Description: Complete interior piping and tank repaint. Complete exterior repaint. Lead joint and valve replacement. Included installation of mixer @ \$30,000.00. An additional \$380,000.00 for exterior blasting and \$80,000.00 for specialty Engineering is included in the 11/8/2021 OHM Probable budget pricing for both tanks. See comments above.

6. Juniper Street Well – New Well Construction (Osburn Lakes Development Area)

Project Year:	2022-23	Projected Cost:	\$225,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: This well development at the Juniper site is currently active. Well drilling and testing to be completed by 1/24/22. Submittal to EGLE for Well Permit by 2/2022. 6 month Permitting process with EGLE. 8/22 to 10/22 Engineering design and permitting. Bidding and Construction 12/22 to 10/23. Project to include prefab building, access roads, raw water main extensions to Hintz Road with a service road and security fencing protecting Juniper Well.

7. WTP Main Power Transfer Switch Replacement

Project Year:	2022-23	Projected Cost:	\$35,000
Primary Funding Source:	Water	Add Funding Source:	None

8. Portable Generator

Project Year:	2022-23	Projected Cost:	\$55,000
Primary Funding Source:	Water	Add Funding Source:	None

9. WTP Palmer 2 Rehab

Project Year:	2022-23	Projected Cost:	\$180,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: Project to include combined prefab building use with Palmer 3 to save costs, Probable Well Rehab based on inspection and removal, with likely future offset or submersible well replacement and building abandonment.

10. WTP Filter Rehab (first floor only)

WATER TREATMENT PROJECTS

Project Year:	2025-26	Projected Cost:	\$1,200,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: Project Per comments in the 2021 Sanitary Survey

11. CO2 Distribution System Rehab

Project Year:	2023-24	Projected Cost:	\$100,000
Primary Funding Source:	Water	Add Funding Source:	

Description: Replacement of existing worn out equipment and explanation of service life. The OEM will be contracted to inspect and provide current estimate prior to 2023.

12. Induced Draft Aerator Rehab

Project Year:	2023-24	Projected Cost:	\$40,000
Primary Funding Source:	Water	Add Funding Source:	

Description: Replacement of existing worn out equipment and explanation of service life. Per comments in the 2021 Sanitary Survey, WTP Plant Study.

13. West Elevated Tower Rehab

Project Year:	2023-24	Projected Cost:	\$380,000
Primary Funding Source:	DWRF Loan	Add Funding Source:	Water

Description: Repaint the interior and exterior of the water tower. Includes mixer @ \$30,000. See comments above. Must include a security fence and gate.

14. Backwash Lagoon No.2 – New Lagoon

Project Year:	2023-24	Projected Cost:	\$70,000
Primary Funding Source:	Water	Add Funding Source:	None

15. Backwash Lagoon No.1 Rehab

Project Year:	2023-24	Projected Cost:	\$25,000
Primary Funding Source:	Water	Add Funding Source:	None

WATER TREATMENT PROJECTS

16. WTP Filter Rehab (basement level equipment/control panels on first floor)

Project Year:	2023-24	Projected Cost:	\$500,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: Project Per comments in the 2021 Sanitary Survey, WTP Plant Study.

17. WTP River Crossing Raw Water Main Replacements

Project Year:	2023-24	Projected Cost:	\$1,000,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: Project Per comments in the 2021 Sanitary Survey, WTP Plant Study

18. Chlorine Distribution Tanks

Project Year:	2024-25	Projected Cost:	\$40,000
Primary Funding Source:	Water	Add Funding Source:	

Description: Replacement of existing worn out equipment. This will also include a cost and availability analysis of the existing Cl2 system, and the purchase and installation of an onsite hypochlorite generator system.

19. Fluoride Distribution System

Project Year:	2024-25	Projected Cost:	\$27,000
Primary Funding Source:	Water	Add Funding Source:	

Description: Replacement of existing worn out equipment. Per comments in the 2021 Sanitary Survey this Fluoride system will be included in the WTP Study. Lab analysis equipment and methods are included.

20. WTP Hintz Well Rehab

Project Year:	2025-26	Projected Cost:	\$40,000
Primary Funding Source:	Water	Add Funding Source:	None

Description: Project to include well inspection and rehab. Must include offset well fencing and gate.

21. WTP Osburn Well Rehab

Project Year:	2026-27	Projected Cost:	\$40,000
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WATER TREATMENT PROJECTS

Primary Funding Source: Water

Add Funding Source: None

Description: Project to include well inspection and rehab. Include Silo door replacement, fence repair with brush and tree clearing around fence.

22. WTP Well Rehab (2)

Project Year: 2026-27

Projected Cost: \$80,000

Primary Funding Source: Water

Add Funding Source: None

Description: Project to include well inspection and rehab.

23. WTP Reservoir Design/Rehab/Replacement

Project Year: 2027-28

Projected Cost: \$2,500,000

Primary Funding Source: Water

Add Funding Source: None

Description: Project Per comments in the 2021 Sanitary Survey, WTP Plant Study

24. Hintz Well Phase II – New Well

Project Year: 2027-28

Projected Cost: \$185,000

Primary Funding Source: Water

Add Funding Source: Grant

Description: Maximum aquifer withdrawal is possible if a 2nd well can be permitted by the State. This location is our best water quality, an excellent location, already piped for larger RW capacity. SCADA monitoring controls and an emergency generator are included in planning. This well development has been moved to the Juniper site due to greater aquifer capacity. Well drilling and testing to be completed by 1/24/22. Submittal to EGLE for Well Permit by 2/2022. Hintz II is still a valid future project as final additional well site.

25. No. 1 High Service Pump and Controls

Project Year: 2027-28

Projected Cost: \$52,000

Primary Funding Source: Water

Add Funding Source:

Description: Replacement of existing worn out equipment, installation of VFD.

WATER TREATMENT PROJECTS

COMPLETED

26. 16" High Service Pipe Replacement

Completed

Project Year: 2020-21
Primary Funding Source: DWRP Loan

Projected Cost: \$479,000
Add Funding Source: Water

Description: This pipe is located in the basement of the WTP has needed replacement for decades. It potentially will burst if not replaced.

27. Filter Backwash Pump, VFD, and Controls

Completed

Project Year: 2020-21
Primary Funding Source: DWRP Loan

Projected Cost: \$460,000
Add Funding Source: Water

Description: Replace existing 1940 backwash pump with new unit and add redundant unit with controls.

28. WTP Well No. 1 Rehab

Completed

Project Year: 2021-2022
Primary Funding Source: Water

Projected Cost: \$40,000
Add Funding Source: None

WASTEWATER TREATMENT PLANT PROJECTS

1. East Roughing Tower Pump

Project Year:	2021-22	Projected Cost:	\$20,000
Primary Funding Source:	Wastewater	Add Funding Source:	

Description: Scheduled rehabilitation of existing pump/motor to original specs

2. Sludge Dewatering Compactor/Screw Press

Project Year:	2022-23	Projected Cost:	\$4,000,000
Primary Funding Source:	Wastewater, SRF	Add Funding Source:	Grant

Description: Replace existing dewatering centrifuge with a new screw compactor system (SCS). The SCS will consist of new screw presses, replacement of sludge tanks, replace sludge pumps, new polymer feed, new ferric feed, replace high pressure blowers, replace building sump pump.

3. Pump and Motor Replacement

Project Year:	2021-27	Projected Cost:	\$140,000
Primary Funding Source:	Wastewater	Add Funding Source:	

Description: Repair/replace miscellaneous process pumps/motors on an annual basis.

4. Main Building Roof Replacement

Project Year:	2022-23	Projected Cost:	\$398,000
Primary Funding Source:	SRF Loan, Wastewater	Add Funding Source:	Grant

Description: Replacing the existing roofing on the main plant building. The original (1980) built-up roof (concrete slab, insulation, and asphalt/felt) was recovered in 1988 with an EPDM membrane. Due to significant leaking, this roof requires patching/repair annually. Replacement would be down to the existing concrete slabs. This will occur when the solids handling project (No. 12) is completed.

5. Administration Building Rehab

Project Year:	2022-25	Projected Cost:	\$400,000
Primary Funding Source:	Wastewater	Add Funding Source:	

WASTEWATER TREATMENT PLANT PROJECTS

Description: The administration/laboratory building is the original 1935 plant building, with conversion to its current configuration in 1980. Repointing and reroofing are necessary to remedy significant leaking which occurs during storm events. Doors need to be replaced. Interior water-damaged areas need rehabilitation, and additional office, meeting, and storage areas can be added with better use of available space. Consulting engineers and mechanical contractors would be necessary for design and construction.

6. Tertiary Pump Replacement

Project Year:	2022-25	Projected Cost:	\$75,000
Primary Funding Source:	Wastewater	Add Funding Source:	

Description: Scheduled rehabilitation of existing pump/motor to original specs

7. Nitrification Tower Replacement (3) and Membrane System

Project Year:	2023-24	Projected Cost:	\$10,000,000
Primary Funding Source:	SRF Loan, Grant	Add Funding Source:	Wastewater

Description: Replacement of the (3) existing nitrification towers, which date back to 1986. The interior plastic media has exceeded its original life expectancy (25 years), and there is structural degradation of the tank concrete to the failure point in several areas. Replace secondary clarifiers and sand filters with membrane system.

8. West Roughing Tower Pump

Project Year:	2023-24	Projected Cost:	\$25,000
Primary Funding Source:	Wastewater	Add Funding Source:	

Description: Scheduled rehabilitation of existing pump/motor to original specs

9. 10-Yard Tandem Dump Rehab. Used for Bio-solids Hauling

Project Year:	2023-24	Projected Cost:	\$65,000
Primary Funding Source:	Wastewater	Add Funding Source:	

WASTEWATER TREATMENT PLANT PROJECTS

Description: Replace engine, as body & chassis is good condition at this time

10. Electrical/Instrumentation Rehab

Project Year:	2026-27	Projected Cost:	\$1,000,000
Primary Funding Source:	Wastewater	Add Funding Source:	

Description: Repair/replace existing electrical distribution equipment, controllers, VFD's, and miscellaneous instrumentation.

11. SCADA System

Project Year:	2026-27	Projected Cost:	\$900,000
Primary Funding Source:	Wastewater	Add Funding Source:	Grant

Description: There is currently no SCADA (Supervisory Control and Data Acquisition) system installed at the WWTP. As our processes are upgraded, a SCADA system will be installed, allowing for greater and more effective control. SCADA allows more automatic adjustments for changing conditions, and removes the need for a 3rd shift operator to be present in normal conditions.

Completed/Cancelled

12. Grit Removal System

COMPLETED

Project Year:	2020-21	Projected Cost:	\$1,030,000
Primary Funding Source:	SRF Loan, Wastewater	Add Funding Source:	Grant

Description: The original automatic grit removal system was removed in the early 1990's and never replaced. Manual removal of accumulated grit has not proven to be an effective approach to this standard, vital part of headworks operation. Without effective grit removal, downstream process equipment is worn out much faster, with higher rehab costs occurring at a frequent rate. Consulting engineers and mechanical contractors would be necessary for design and installation. The cost would also include cleanout of existing grit chamber.

13. Screw Pumps (3)

COMPLETED

Project Year:	2020-21	Projected Cost:	\$1,200,000
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WASTEWATER TREATMENT PLANT PROJECTS

Primary Funding Source: SRF Loan, Grant

Add Funding Source:

Description: Purchase of 3 screw pumps to replace worn out equipment

14. Secondary Clarifier Replacement

Project Year: CANCELLED

Projected Cost: \$3,000,000

Primary Funding Source: Wastewater

Add Funding Source: Grant

Description: Purchase/construction of secondary clarifiers. Existing clarifiers date back to 1935, with rehab in 1986. Existing clarifiers are undersized for the plant process and structural degradation is to the point of failure at several points. Consulting engineers and mechanical contractors would be necessary for design and construction.

NOTES: If the City goes with the current plan of installing the membrane filtration system, there is no need for this project. Secondary clarifiers will not be a necessary part of our process. The existing clarifiers will need to be demolished at some point.



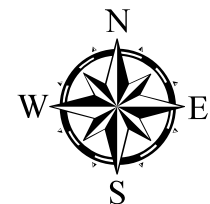
City of Owosso 2022 Street Improvement and Water Main Projects

Project Locations

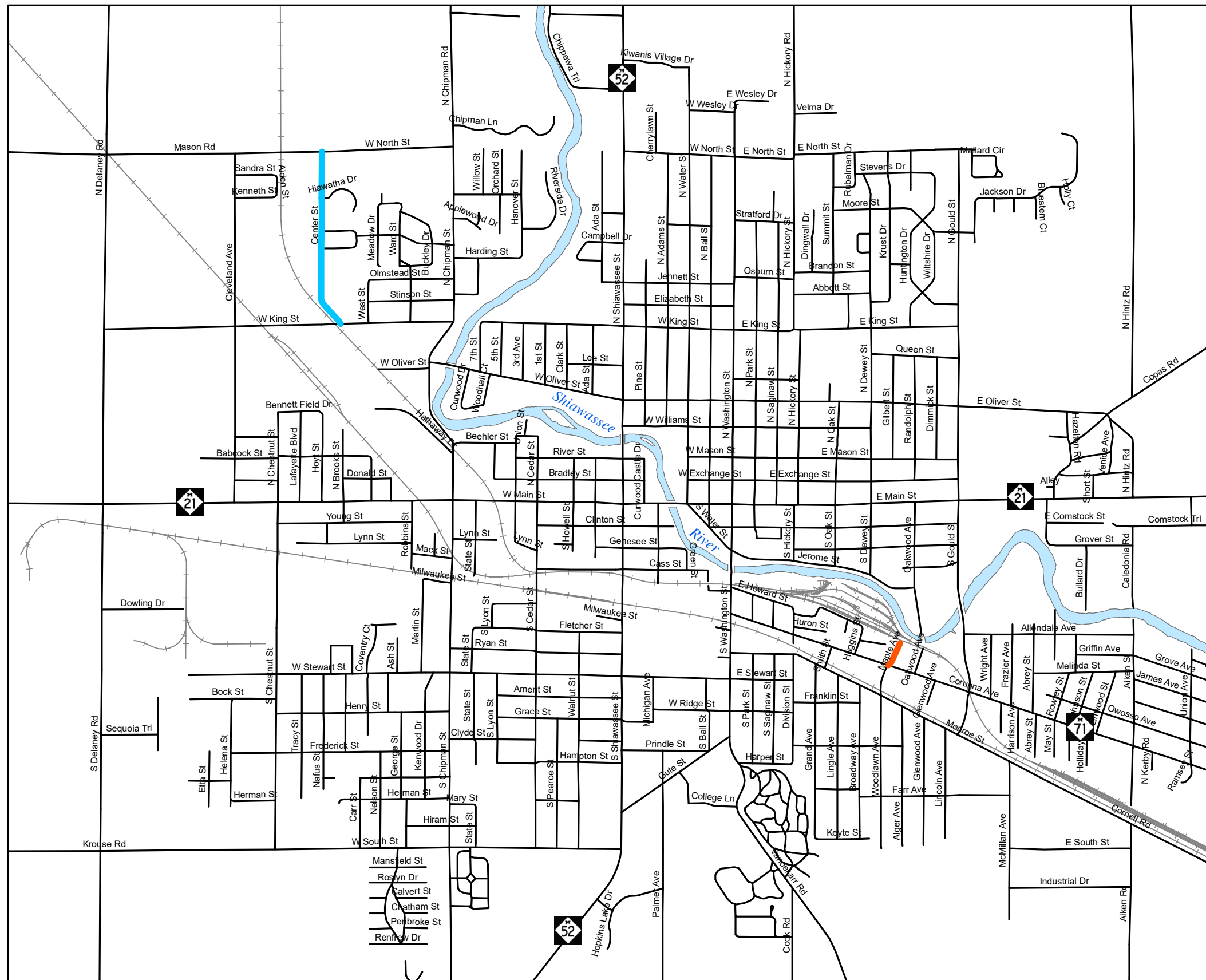
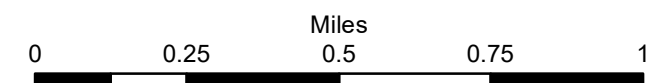
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- 2022 Water Main Replacement

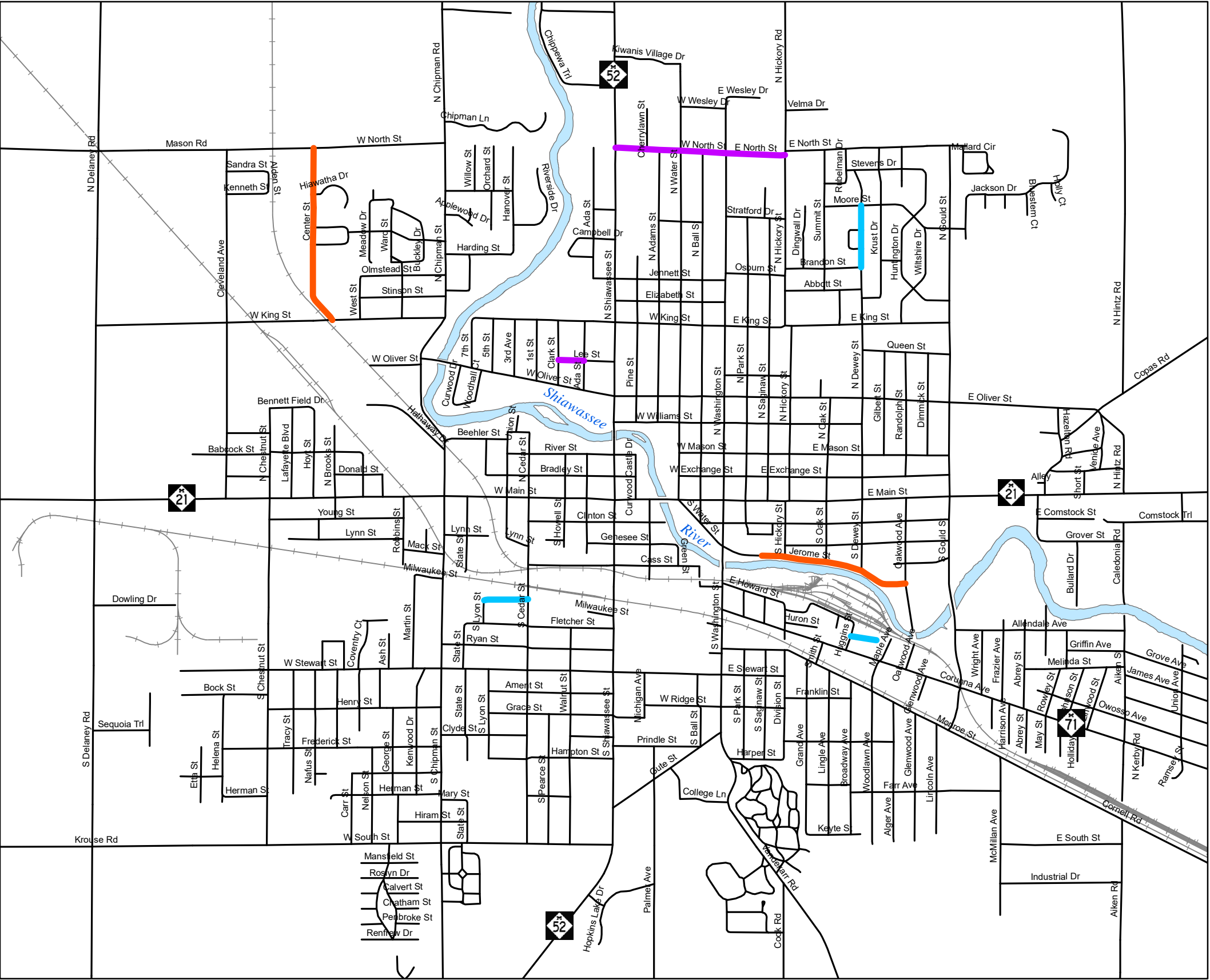
Other Features

- Streets & Roads
- Railroads



Map updated 2 December, 2021





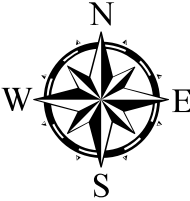
City of Owosso 2023 Street Improvement and Water Main Projects

Project Locations

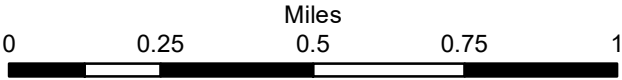
- 2023 Street Improvement
- 2023 Water Main Replacement
- 2023 Street and Water Main

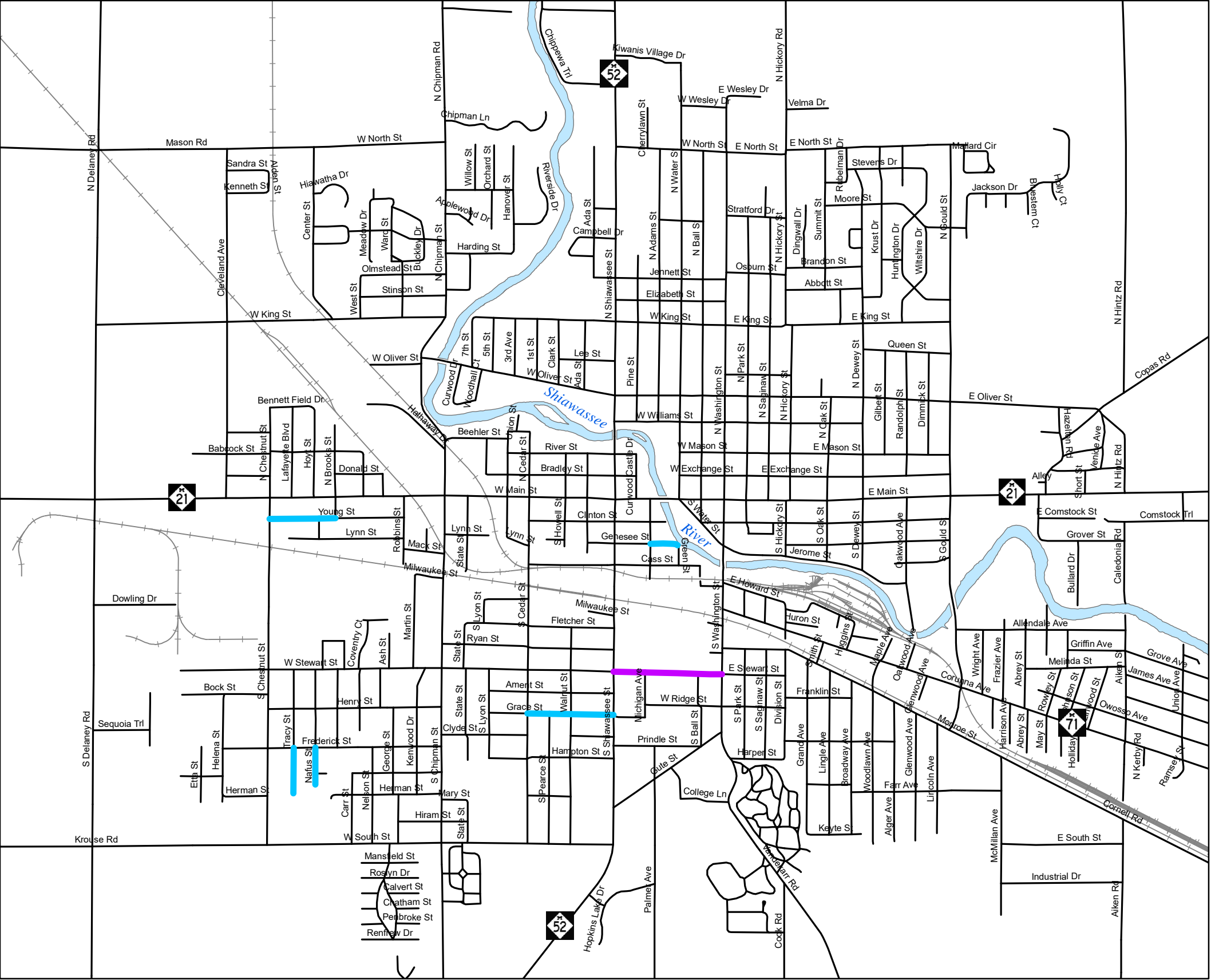
Other Features

- Streets & Roads
- Railroads



Map updated 2 December, 2021





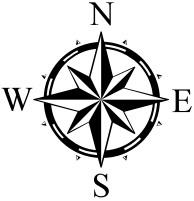
City of Owosso 2024 Street Improvement and Water Main Projects

Project Locations

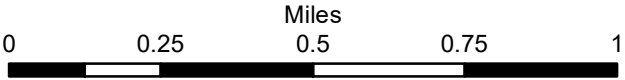
- 2024 Water Main Replacement
- 2024 Street and Water Main

Other Features

- Streets & Roads
- Railroads



Map updated 2 December, 2021







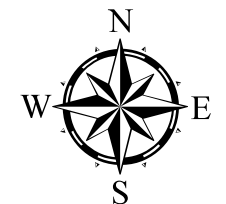
City of Owosso 2025 Street Improvement and Water Main Projects

Project Locations

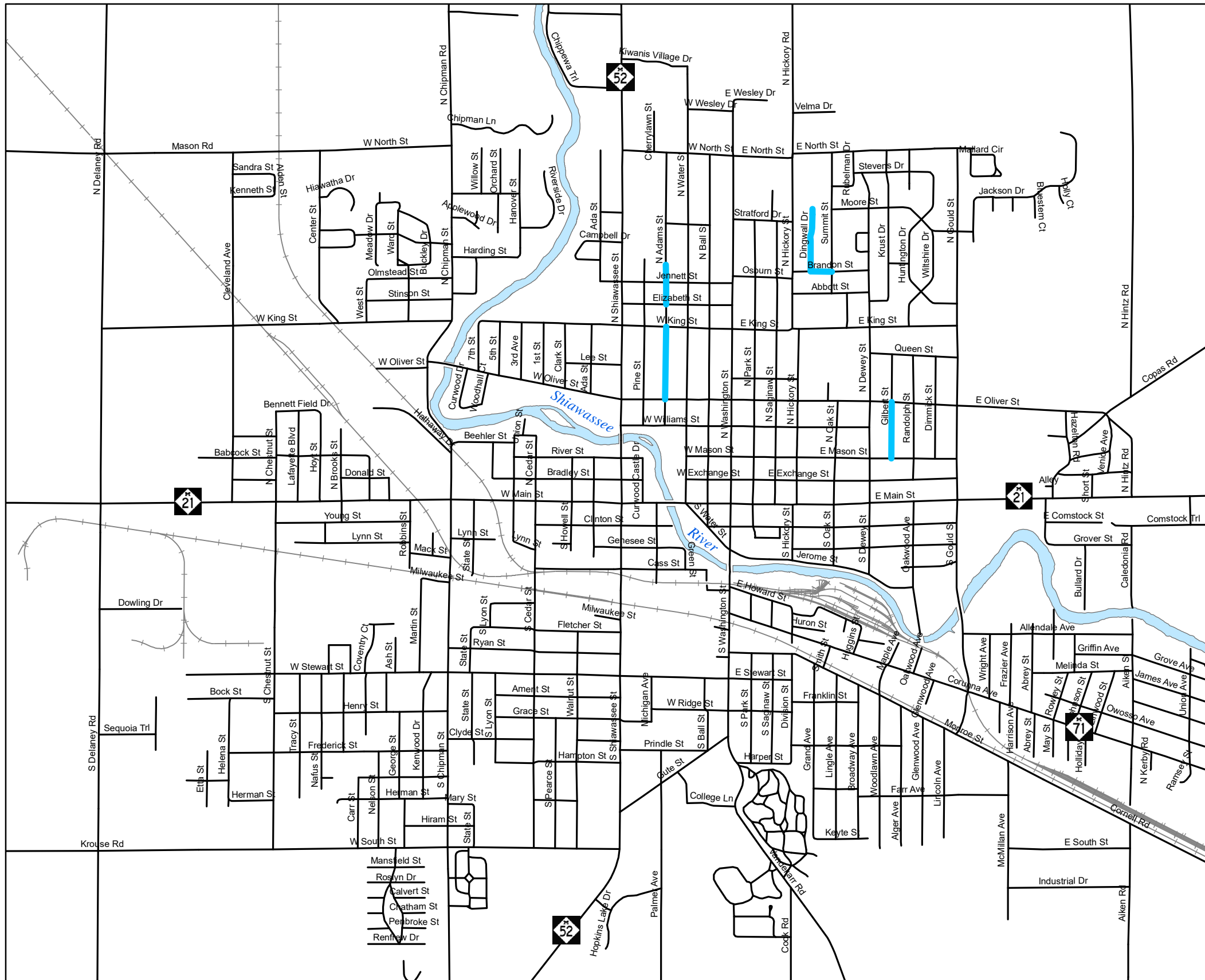
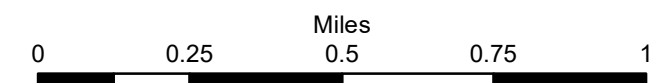
 2025 Water Main Replacement

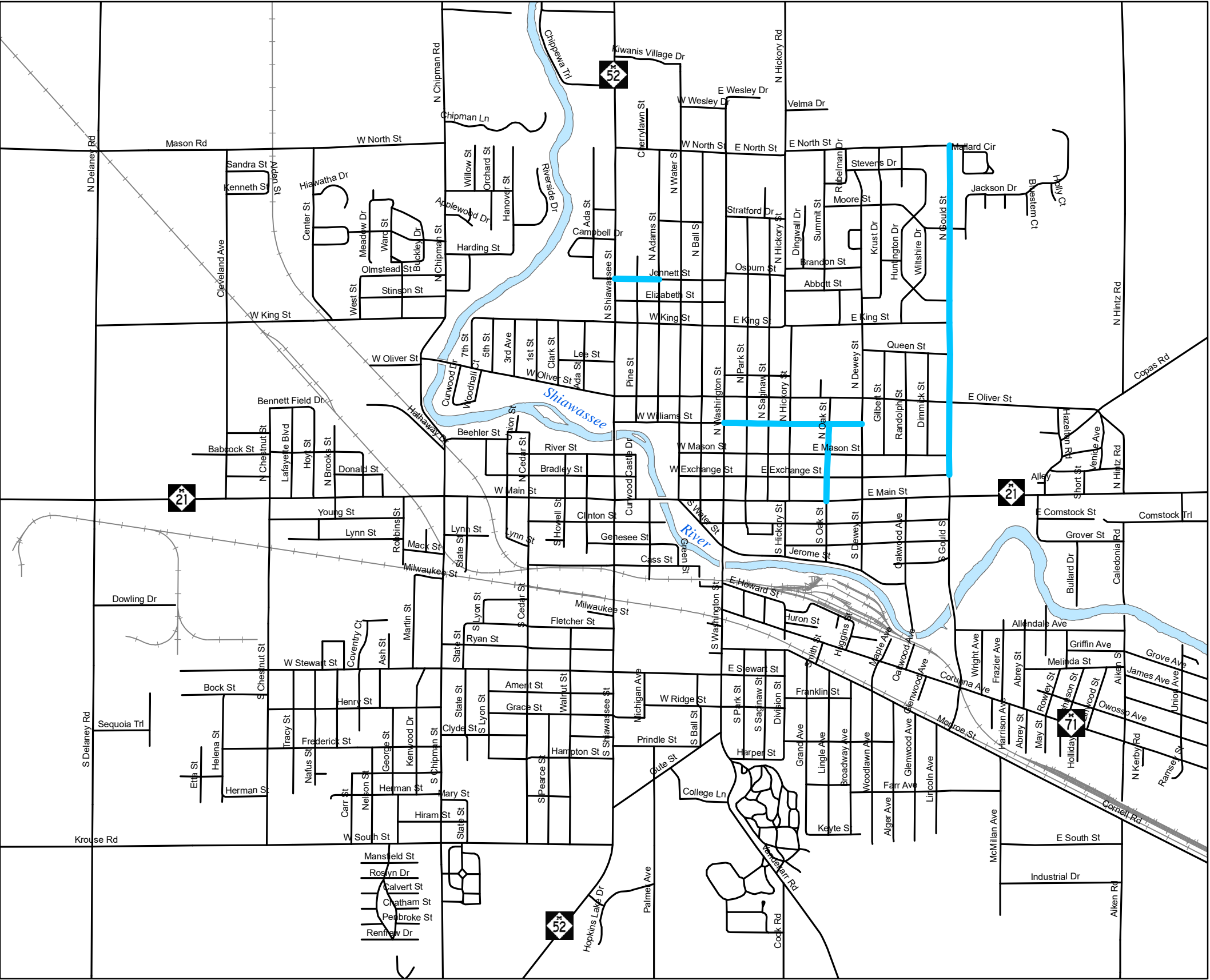
Other Features

 Streets & Roads
 Railroads



Map updated 2 December, 2021





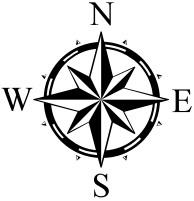
City of Owosso 2026 Street Improvement and Water Main Projects

Project Locations

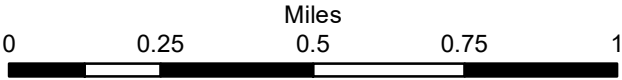
2026 Water Main Replacement

Other Features

Streets & Roads
Railroads



Map updated 2 December, 2021







City of Owosso 2027 Street Improvement and Water Main Projects

Project Locations

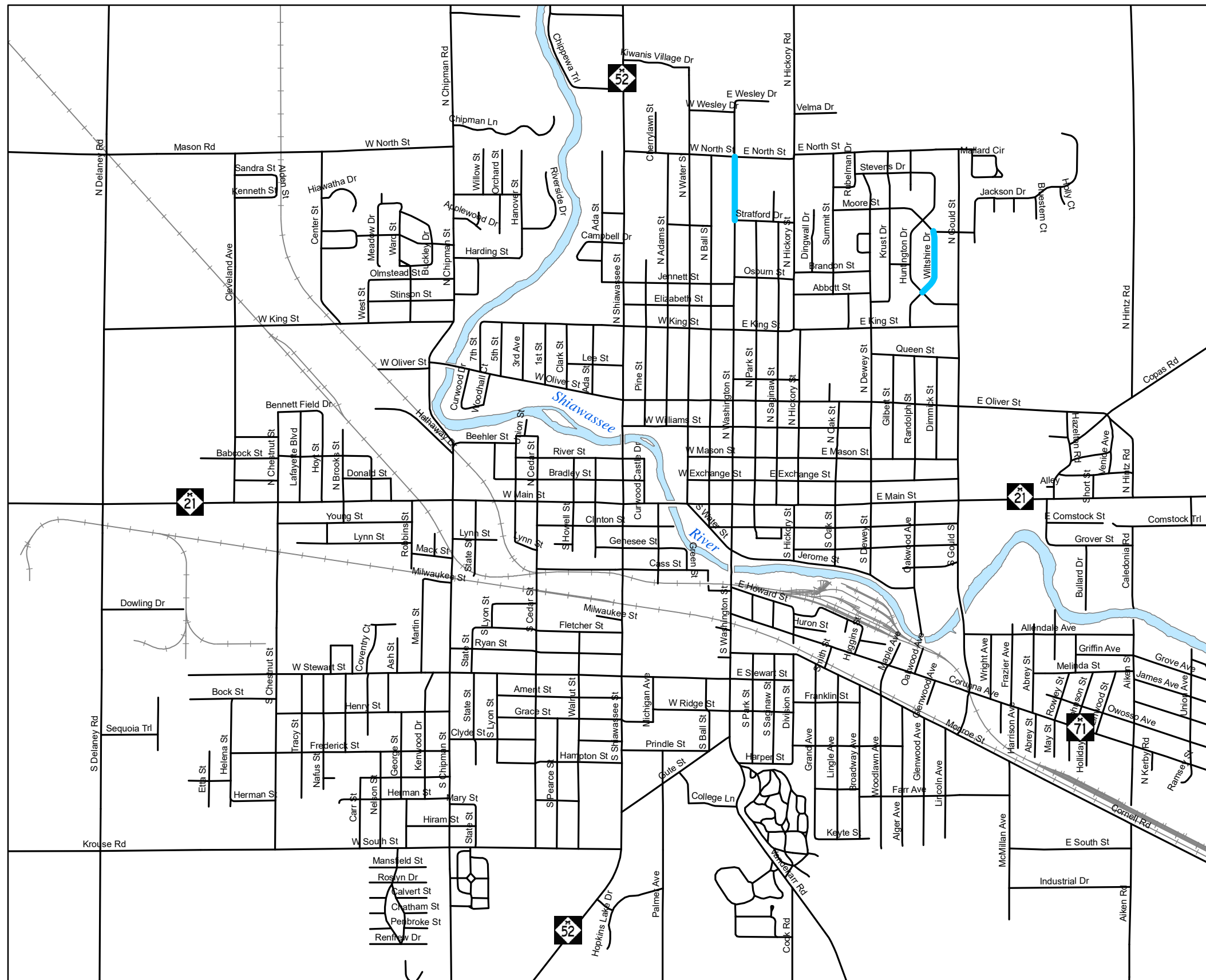
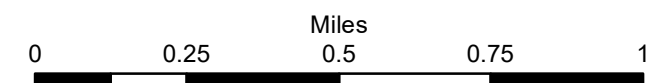
 2027 Water Main Replacement

Other Features

 Streets & Roads
 Railroads



Map updated 2 December, 2021





MEMORANDUM

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

DATE: January 25, 2022

TO: Mayor Eveleth and the Owosso City Council

FROM: Planning Commission and Tanya Buckelew, Planning & Building Director

SUBJECT: 2021 Planning Annual Report

RECOMMENDATION:

The Planning Commission recommends the approval of the 2021 Planning Annual Report per 125.319 (2) of the Michigan Planning Enabling Act 33 of 2008

BACKGROUND:

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

FISCAL IMPACTS:

None



2021 PLANNING COMMISSION ANNUAL REPORT

PLANNING COMMISSION

1. MEMBERSHIP

MEMBER	TITLE	TERM EXPIRES
William Wascher	Chair	06-30-2024
Francis Livingston	Vice Chair	06-30-2024
Janae Fear	Secretary	06-30-2024
Tara Jenkins	Commissioner	06-30-2022
Daniel Law	Council Rep	11-12-2024
Tadd Morris	Commissioner	06-30-2023
Linda Robertson	Commissioner	06-30-2022
Thomas Taylor	ZBA Rep.	06-30-2023
Pete Yerian	Commissioner	Resigned 08/27/2021

2. ATTENDANCE (X = PRESENT)

	Wascher	Fear	Jenkins	Law	Livingston	Morris	Robertson	Taylor	Yerian
Jan	X	X		X	X	X			X
Feb	X	X	X	X	X	X	X		
Mar	X	X		X	X	X	X	X	X
Apr	X	X		X	X		X	X	
May	X			X	X	X	X		
Jun	NO MEETING-LACK OF ITEMS								
Jul	X	X	X	X	X			X	
Aug	NO MEETING-LACK OF QUORUM								
Sept	X	X	X	X	X	X	X		Resigned
Oct	NO MEETING-LACK OF ITEMS								
Nov	X	X		X		X	X	X	
Dec	X	X		X	X	X	X	X	

3. MEETINGS (4th Monday of each month at 6:30 p.m.)

Meeting Date	Agenda Items
January 25	<ul style="list-style-type: none"> Site Plan Review – new construction for marihuana grow
	<ul style="list-style-type: none"> 2020 Planning Commission Report
February 22	<ul style="list-style-type: none"> 2021-2027 Capital Improvement Plan
March 22	<ul style="list-style-type: none"> Site Plan Review – Garden Center
April 26	<ul style="list-style-type: none"> Master Plan
May 24	<ul style="list-style-type: none"> Master Plan
June 28	<ul style="list-style-type: none"> Meeting Cancelled – Lack of agenda items
July 26	<ul style="list-style-type: none"> Site Plan Review – new construction for marihuana grow
August 23	<ul style="list-style-type: none"> Meeting Cancelled - Lack of quorum
September 27	<ul style="list-style-type: none"> Rezoning (R-1 to RM-1)
	<ul style="list-style-type: none"> Rezoning (R-2 to RM-1)

	<ul style="list-style-type: none"> Rezoning (R-2 to RM-1) 	715 S Washington	Approved
	<ul style="list-style-type: none"> Rezoning (R-2 to RM-1) 	803 S Washington	Approved
	<ul style="list-style-type: none"> Site Plan Review – renovations to existing buildings for marihuana grow 	403 State	Approved
	<ul style="list-style-type: none"> Marihuana – keep the current number of licenses for retail or increase Add Excess Grow License to the list allowed 	Voted to keep the current number of licenses for retail at 4	Approved adding Excess Grow License (unlimited)
October 25	<ul style="list-style-type: none"> Meeting Cancelled – lack of agenda items 		
November 22	<ul style="list-style-type: none"> Rezoning (B-3 to I-1) 	108 N Chipman	Approved
December 13	<ul style="list-style-type: none"> Site Plan Review – new construction and renovations to existing structures for marihuana grow 	1410/1420 Hathaway	Approved

4. MASTER PLAN REVIEW

The Master Plan was adopted by the Planning Commission and the City Council in June 2021. Following the plan's adoption, the city hired a consultant to lead City Council and staff through three strategic planning sessions (two have been completed) centered on the Master Plan. One of the outcomes from these sessions was staff correlating Council agenda items with Master Plan Goals. Each agenda item now clearly states which Master Plan goals it will work toward. This keeps the Master Plan and the identified goals front and center as the city moves forward.

Although it is too soon to assess Master Plan progress in-depth, the city has made several significant strides. CIP Planning was hired to assist with a Zoning Ordinance rewrite. Having the Zoning Ordinance aligned with the Master Plan will be instrumental in helping the city achieve its goals. The city has pursued Safe Routes to School funding to enhance walkable neighborhoods. A developer was located for the former church property at Washington and Monroe Streets, and the property was successfully rezoned to accommodate reuse of the church for apartments with additional units built around it.

Master Plan Goals:

- Goal 1: Protect health, safety, and general wellbeing of the community
- Goal 2: Provide excellent customer service to residents and investors
- Goal 3: Maintain fiscal responsibility and sustainability
- Goal 4: Identify, preserve, and enhance the community's character
- Goal 5: Increase quality of life and quality of place for all
- Goal 6: Boost local economy
- Goal 7: Strengthen public and private partnerships

5. ECONOMIC DEVELOPMENT STRATEGY REVIEW

The Economic Development Strategy was adopted as part of the Master Plan by the Planning Commission and City Council in June 2021.

Steps the City has taken towards achieving economic development goals include:

- Continuing to work toward Redevelopment Ready Community Certification
- The city is in the process of a Zoning Ordinance rewrite
- The city has hired a second code enforcement staff member
- The city has created and maintains an online Guide to Development
- The city continues to partner with the Shiawassee Economic Development Partnership

6. ZONING ORDINANCE AMENDMENTS**a. Zoning Ordinance:**

June 2021 – the city contracted with CIB Planning to rewrite the zoning ordinance. This is about a 15-18 month process.

b. Rezoning Requests:

Address:	Rezoning Request:	Status:
702 S Park	R-1 to RM-1	Approved
703 S Washington	R-2 to RM-1	Approved
715 S Washington	B-1 to RM-1	Approved
803 S Washington	R-2 to RM-1	Approved
108 N Chipman	B-3 to I-1	Approved

ZONING BOARD OF APPEALS**1. MEMBERSHIP**

MEMBER	TITLE	TERM EXPIRES
RANDY HORTON	Chair	6-20-2023
THOMAS TAYLOR	PC Representative	6-30-2024
CHRISTOPHER EVELETH	Vice Chair Council Rep	11-14-2022
KENT TELESZ		Resigned 09/2021
MATTHEW GRUBB	Secretary	6-30-2024
MICHAEL BRUFF	Alternate	Moved 01/2021
ROBERT TEICH	Alternate	06-30-2022

2. ATTENDANCE (X = PRESENT)

	Horton	Eveleth	Taylor	Telesz	Bruff	Teich	Grubb
Jan	No meeting				Moved		
Feb	No meeting						
Mar	No meeting						
Apr	No meeting						
May	No meeting						
June	No meeting						
July	No meeting						
Aug	X		X			X	
Sept	No meeting			Resigned			
Oct	No meeting						
Nov	No meeting						
Dec	No meeting						

3. MEETINGS (3RD Tuesday of each month at 9:30 a.m.)

Meeting Date	Agenda Items
January 19	Cancelled due to lack of agenda items
February 16	Cancelled due to lack of agenda items
March 16	Cancelled due to lack of agenda items
April 20	Cancelled due to lack of agenda items
May 18	Cancelled due to lack of agenda items
June 15	Cancelled due to lack of agenda items
July 20	Cancelled due to lack of agenda items
August 17	<ul style="list-style-type: none"> Variance - Fence 612 W Stewart – residential Approved Variance – Fence 1225 W Stewart – commercial Approved

September 21	Cancelled due to lack of agenda items		
October 19	Cancelled due to lack of agenda items		
November 16	Cancelled due to lack of agenda items		
December 21	Cancelled due to lack of agenda items		
TRAINING			
None held in 2021			
JOINT MEETINGS			
None held in 2021			
PUBLIC PARTICIPATION PLAN			
<p>The City’s Public Participation Plan was adopted October 2017 and will be updated in 2022. Staff will work on reviewing and updating the plan to send recommendations to the Planning Commission and then City Council by July.</p> <p>The recently approved Master Plan went above recommendations laid out in the participation plan. A committee was formed, a driving tour was conducted, numerous public meetings were held, and drafts of the plan were sent directly to key stakeholders, as was a public survey.</p> <p>The COVID-19 pandemic has caused many challenges for citizen participation. The city pivoted to holding virtual public meetings, utilizing social media, conducting electronic surveys and more. The city also installed equipment in Council Chambers so public meetings can be live streamed, offering a hybrid participation option of in-person and online.</p> <p>The city has increased its social media presence to include Facebook, Instagram and Twitter. In 2020, the city started using an email-marketing platform to send out monthly newsletters, bid notifications, employment opportunities, and emergency alerts. Staff continues to use traditional methods of communication as well, such as newspaper postings, mailing letters, and using door hangers when applicable.</p>			
SURVEY REVIEW AND DEVELOPMENT PROCESS ASSESSMENT			
<p>This section of the annual report is for the Commission to discuss and review the development process. Some helpful questions to cover include:</p> <ul style="list-style-type: none">• Did the Commission receive any surveys regarding the development process?• Is there anything the Commission can do to receive more surveys?• Are there changes the Commission can make to address concerns mentioned in the surveys?• How does the Commission feel the process is working? <p>As of December 2021, the forms have been reviewed by staff and updated in terms of readability and process flow. Now having one dedicated employee to complete the review process, there seems to be fewer issues in communication and obtaining the appropriate department feedback required for the Planning Commission. This in turn puts a full packet together for the Planning Commission members to make educated decisions.</p>			
REDEVELOPMENT READY COMMUNITIES			
<p>Based on feedback from communities and partners, the MEDC redesigned the Redevelopment Ready Communities (RRC) program in February 2021. The new program has two paths, the Essentials Path and the Certified Path. There has also been updates to some of the Best Practices. Owosso has selected the Certified Path, which will have more requirements but will also offer enhanced benefits to the community. Items that have been added to the RRC program are noted in red while items that were removed are shown but are crossed out.</p>			
CRITERIA	REPORT OF FINDINGS	PROGRESS REPORT	PROGRESS REPORT
	AUGUST 1, 2017	DECEMBER 2020	DECEMBER 2021
BEST PRACTICE 1: THE PLAN AND ENGAGEMENT			

(1.1) The governing body has adopted a Master Plan in the past five years and annually assesses progress.	N	In 63-day public review	Y - The Master Plan annual assessment will be a component of the Planning Commission Annual Report
(1.2) The governing body has adopted a Downtown or Corridor Plan.	N	In 63-day public review	Y (June 2021)
The governing body has adopted a corridor plan.			Y (June 2021)
(1.3)The governing body has adopted a Capital Improvements Plan.	N	Y (Feb. 2020)	Y (Feb. 2021)
(1.4)The community has a Public Participation Plan for engaging a diverse set of community stakeholders and shares outcomes annually.	N	Y	Y – The plan will need to be reviewed and updated within the next year.
The community demonstrates that public participation efforts go beyond the basic methods.	Y	Y	Y
The community shares outcomes of public participation processes annually to City Council.	N	Y	Y – Included in the Planning Commission Annual Report
BEST PRACTICE 2: ZONING			
(2.1) The governing body has adopted a Zoning Ordinance that aligns with the goals of the current Master Plan.	N	Will occur after MP update	June 2021 – began the process and will take approx. 15 months to rewrite
(2.2) Accessibility and User-friendliness	N	Will occur after MP update	June 2021 – began the process and will take approx. 15 months to rewrite
(2.3) Concentrated Development: The Zoning Ordinance provides for areas of concentrated development in appropriate locations and encourages the type and form of development desired.	N	Will occur after MP update	June 2021 – began the process and will take approx. 15 months to rewrite
The zoning ordinance includes flexible zoning tools to encourage development and redevelopment.	Y	Y	Y
(2.4) Housing Diversity: The Zoning Ordinance allows for a variety of housing options.	Y	Y	Y
The zoning ordinance includes standards to improve non-motorized transportation.	N	Will occur after MP update	June 2021 – began the process and will take approx. 15 months to rewrite
(2.5) The Zoning Ordinance includes flexible parking requirements.	N	Will occur after MP update	June 2021 – began the process and will take approx. 15 months to rewrite
(2.6) The Zoning Ordinance includes standards for green infrastructure.	N	Will occur after MP update	June 2021 – began the process and will

			take approx. 15 months to rewrite
BEST PRACTICE 3: DEVELOPMENT REVIEW			
(3.1) Defined Processes: The Zoning Ordinance articulates a thorough Site Plan Review process.	Y	Y	Y
(3.2) Point of Contact: The community has clearly identified a point of contact for development review activities	Y	Y	Y
(3.3) Conceptual Review: The community defines and offers conceptual Site Plan Review meetings for applicants.	N	Y: Complete & on website	Y
The community encourages a developer to seek input from neighboring residents and businesses at the onset of the application process.	N	Y	Y
The appropriate departments engage in joint site plan reviews.	Y	Y	Y
(3.4) The community has a clearly documented internal staff review policy	N	Implemented BS&A tracking	
(3.5) Approval Authority: Approving permitting uses at the Planning Commission or Staff level allows faster approval and respects the administrative nature of development review.			Y
(3.6) The community annually reviews the fee schedule.	N	Y: Complete & on website	Y
(3.7) Payment Methods: The community accepts credit card payments and indicates this online			Y – Completed November 2021
(3.8) The community maintains an online Guide to Development that explains policies, procedures and steps to obtain approvals.	N	Y: Complete & on website	Y
The community promptly acts on development requests.	N	Implemented BS&A tracking	Y
(3.9) The community has a method to track development projects.	N	Implemented BS&A tracking	Y
(3.10) Continued Improvement: The community annually reviews the successes and challenges with the Site Plan Review and approval procedures.	N	N	Y: The process is reviewed annually as part of Planning Commission Annual Report
BEST PRACTICE 4: BOARDS AND COMMISSIONS			
(4.1) The community has a clear recruitment and appointment process			The application is online but the appointment process will need to be more clearly defined.
(4.2) The community sets expectations for Board and Commission positions.	N	Y: Complete & on website	Y

(4.3) The community provides orientation packets to all appointed and elected members of development related boards and commissions.	N	Y: Complete & on website	Y
(4.4) Bylaws: The community has bylaws for boards and commissions available online			November 2021
(4.5) Planning Commission Annual Report: The community issues a Planning Commission annual report			Y
(4.6) Training Strategy: The community identifies training goals, funding, how training outcomes are shared, encourages the community and updates this strategy annually.			This item consolidates the 3 items below with the added task of updating the strategy annually. This still needs to be completed.
The community identifies training needs and tracks attendance of the governing body, boards, commissions and staff.	N	Implemented	Y
The community encourages the governing body, boards, commissions and staff to attend trainings.	Y	Y	Y
The community shares information between the governing body, boards, commissions and staff.	N	N	Y: Virtual Clerk
(4.7) Joint Meetings: The community holds joint meetings with boards and commissions			N
BEST PRACTICE 5: ECONOMIC DEVELOPMENT AND MARKETING			
(5.1) The community has approved an Economic Development Strategy and annually assesses.	N	Included in the new Master Plan	June 2021 adopted Master Plan. The plan will be reviewed annually with the Master Plan as part of the Planning Commission Annual Report
The community annually reviews the economic development strategy.	N	N	N
(5.2) Incentives Policies: The community has adopted policies to guide economic development incentives			Y
(5.3) The community has developed a marketing strategy plan.	N	N	N
The community has an updated, user-friendly municipal website.	N	N	N
BEST PRACTICE 6: PRIORITY REDEVELOPMENT SITES (USED TO BE BEST PRACTICE 5) Best Practice 6 is for communities that are already certified. MEDC will provide support for these items.			
(6.1) The community identifies and prioritizes redevelopment sites.	N	Included in the new Master Plan	June 2021 adopted Master Plan

(6.2) Basic Information: Photos of site, owner information, building size, etc.			
(6.3) Vision: Identified project champion, identify high controversy site, Master Plan and zoning support vision			
(6.4) Potential Resources: development tools, financial incentives, etc.			
(6.5) Property Information Package: includes deed restrictions, survey, known environmental conditions, etc.			
(6.6) Marketing: Information packages are marketing in accordance with marketing strategy			
The community gathers preliminary background information for prioritized redevelopment sites.			
The community has development a vision for the priority redevelopment sites.			
The community identifies available resources and incentives for prioritized redevelopment sites.			
A property information package for the prioritized redevelopment site(s) is assembled.			
Prioritized redevelopment sites are actively marketed.			

2021

CITY OF OWOSSO PARKS AND RECREATION COMMISSION ANNUAL REPORT



INTRODUCTION

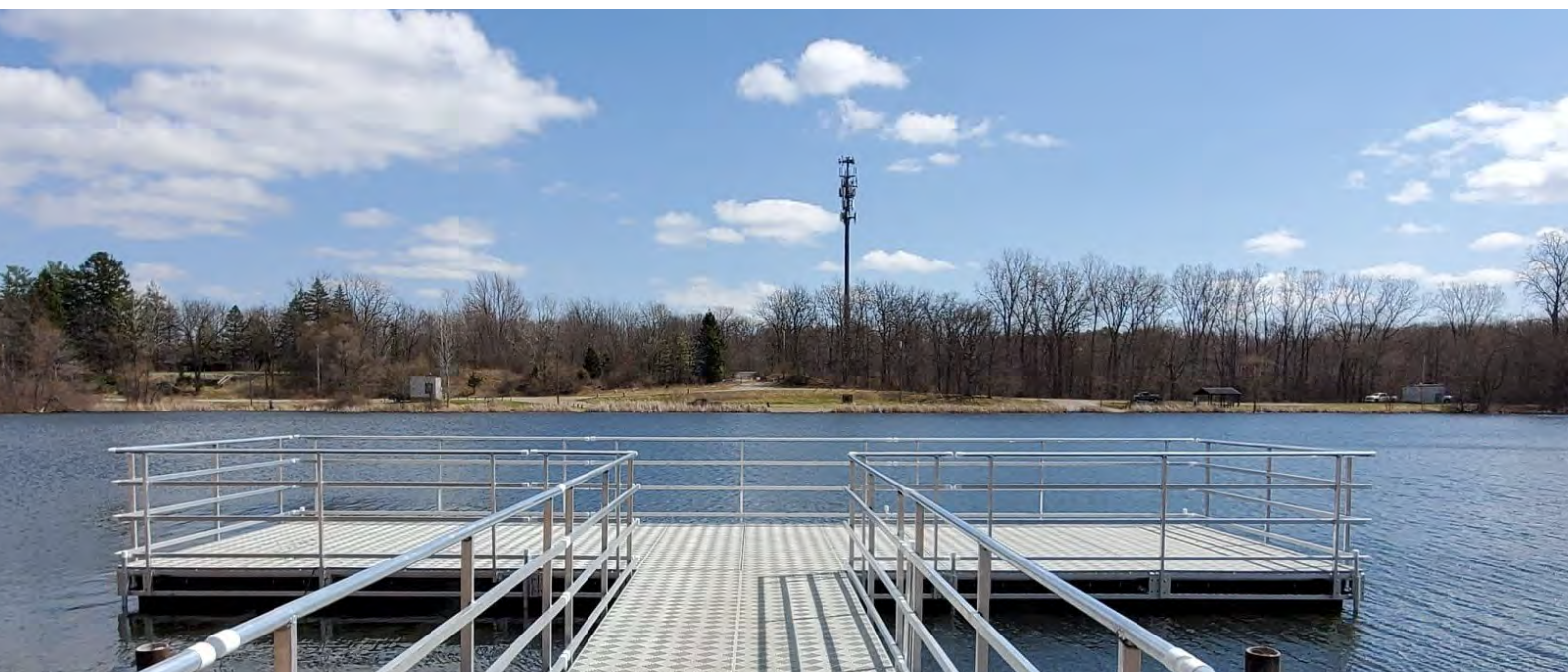
Thank you to the city of Owosso voters for passing the 2018 Historic Sites and Parks millage. This funding has been instrumental in the work the Parks and Recreation Commission has been able to complete.

Work began at Bennett Fields in the spring of 2020 with a new gravel parking lot and fixes to a drainage issue that caused flooding in the existing parking lot and caused water to run into Bennett Field. The city also purchased new grills and picnic tables for several parks and completed work on the Bentley Park Splash Pad, resulting in a large reduction in maintenance costs.

The Commission carried that momentum into 2021 completing projects at Harmon Patridge Park, Bentley Park, and Collamer Park. In response to residents requesting outdoor pickleball courts, the Parks and Recreation Commission added two new pickleball courts at Bentley Park. Pickleball combines elements of tennis, badminton, and ping-pong and can be enjoyed by all ages and skill levels. These are the first outdoor pickleball courts in Owosso.

The Parks and Recreation Commission has also completed exciting projects at Collamer Park and Hopkins Lake. A new, larger fishing dock was installed at the lake and a second smaller dock was purchased to be installed on the east side of the lake. House of Wheels worked with the city to place hundreds of trail markers on Kiwanis trails to make them easier to navigate. The Kiwanis donated \$10,000 for play equipment, a resident volunteered to design wayfinding signs for the Disc Golf course, and the Masonic Lodge donated funds for stocking Hopkins Lake with fish.

Going into 2022, the Commission looks forward to completing projects at Collamer Park, beginning work on the canoe/kayak landing at the old Junior High site, painting the amphitheater, and beginning work on a new five year Parks and Recreation Master Plan.



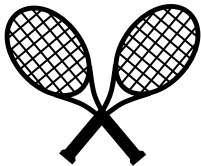
2021 COMPLETED PROJECTS

Internet and Security



The pandemic highlighted a need for access to high-speed Internet. In response, the Parks and Recreation Commission voted to invest in infrastructure and partner with DayStarr Communications to offer free Wi-Fi at Bentley Park. DayStarr provides internet service at no cost to the city. Internet access also allowed the Commission to address ongoing vandalism issues by installing cameras at the Park. This project was funded with millage funds.

Pickleball and Tennis Courts



The two tennis courts at Bentley Park were in very poor condition. The cracks were repaired and the courts were repainted. Two new pickleball courts were also installed on a previously unused space at the courts and the basketball courts were re-striped. This project was funded with millage funds.

Dock at Hopkins Lake



The fishing dock at Hopkins Lake had been built as a Kiwanis project in 1995. Over 25 years later it was in poor condition and needed to be replaced. A new, larger floating dock was purchased from Feighner Docks, for \$28,000 and installed by DPW in spring 2021. This project was funded with millage funds.

Pavilions at Harmon Patridge



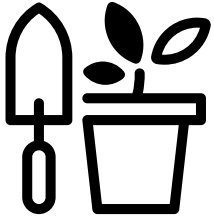
There was damage to the front two pavilions at Harmon Patridge Park caused by squirrels or other animals. DPW repaired the damage and painted the pavilions this summer.

Trail Markers at Hopkins Lake



Volunteers organized by House of Wheels installed almost 200 color-coded trail markers on the Kiwanis Trails at Collamer Park. The city purchased supplies and the City Manager volunteered to cut out the trail markers in his free time.

2021 COMPLETED PROJECTS CON'T



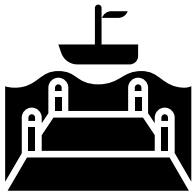
Garden Adoptions for Fayette Square

An amazing team of gardening volunteers stepped up to adopt the gardens at Fayette Square. Josephine Slingerland, Jeanne and Randy Nesbit, Cindy Nosis, Rosemary Wilson, Jayne Slingerland Brown, Jodi Slingerland Marrah, Gordon Pennington, Elizabeth Byrne, and Zach Gilna, thank you for your time and dedication to the gardens!



Fun with the Fire Department

The Owosso Fire Department came to Bentley Park on a particularly hot August day. Residents were able to meet the firefighters, see the inside of the firetruck, and best of all, they turned on the fire hose to create a refreshing mist for kids of all ages to play in.



Second Dock at Hopkins Lake

The Parks and Recreation Commission used millage funds to purchase a second, smaller dock for the east side of Hopkins Lake. This project from the Parks and Recreation Master Plan will be helpful for launching boats.



UPCOMING PROJECTS

Project	Summary	Timeline/Key Points
Concrete Canoe/Kayak landing with stairs at the former middle school site	This project is a partnership with Friends of the Shiawassee River. Saginaw Bay WIN has provided a \$9,900 grant. Millage funds will be used to fund the remainder of the project	<ul style="list-style-type: none"> The necessary permits have been obtained High water levels pushed this project to summer 2022.
Grove Holman Pool Building Renovation	A \$150,000 DNR grant was obtained to renovate the building for use as a warming center for the ice rink and sledding hill. \$50,000 in millage funds will also be used.	<ul style="list-style-type: none"> The total project has a budget of \$200,000 The low bid was \$434,000
Amphitheater Painting	The Parks and Recreation Commission committed \$3,800 for internal and exterior painting.	<ul style="list-style-type: none"> The amphitheater board is going to find a contractor. Expected to be done summer 2022
Improvements to Disc Golf Course	Wayfinding signage and maps will be installed at the Collamer Park disc golf course	<ul style="list-style-type: none"> DPW placed sign posts along the disc golf course Signs have been ordered and will be installed Spring 2022
Fish Stocking at Hopkins Lake	The Masonic Lodge donated \$2,500 for bluegill and large mouth bass for Hopkins Lake.	<ul style="list-style-type: none"> Staff attempted to purchase fish in the spring and fall but experienced supply issues A new vendor will be used for a spring 2022 purchase
Collamer Park Playground	The Kiwanis Club donated \$10,000 for play equipment. Parks and Recreation will use approximately \$2,500 in millage funds to complete the project. The Commission is also accepting donations for a large climbing boulder.	<ul style="list-style-type: none"> Play equipment was ordered November 2021 DPW will install Spring 2022

ACKNOWLEDGEMENTS

Thank you to the City of Owosso Parks and Recreation Commission for their time and commitment to Owosso's parks:

Andrew Workman

Jeff Selbig

Kevin Maginity

CarolAnne Smith

Gerald Bila

Ellen Rodman



Contact:

Amy Fuller

Assistant to the City Manager

989-725-0577

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301 W. Main Street



MEMORANDUM

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

DATE: January 31, 2022
TO: Owosso City Council
FROM: Brad Barrett, Finance Director
SUBJECT: Monthly Financial Report – December 2021

RECOMMENDATION:

Receive and file communication from Finance Department.

BACKGROUND:

Per Section 8.6(c) of the Owosso City Charter....

During each month, the City Manager shall submit to the Council data showing the relation between the estimated and actual revenues and expenditures to the end of the preceding month;....

A revenue and expenditure report and cash summary report is included for the period ending December 31, 2021.

Revenue Expense Report

The column labeled "Activity for month" reflects revenues received and expenses paid during the specific month and the column labeled "YTD Balance reflects revenues received and expenses paid since the beginning of the fiscal year (July 1st.)

Budget amendments approved by City Council in January 2022 have been entered with an effective date of 12-31-2021.

FISCAL IMPACTS:

None.

Document originated by:

Revenue and Expenditure Report for City of Owosso – Period ending 12-31-2021
Cash Summary by Account for City of Owosso – From 12-1-2021 – 12-31-2021

PERIOD ENDING 12/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22	2021-22	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 12/31/21 INCR (DECR)	12/31/2021 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-401.403	GENERAL PROPERTY TAX	3,575,000.00	3,575,000.00	25,052.04	3,443,291.65	131,708.35	96.32
101-000-401.424	TRAILER PARK TAXES	1,000.00	1,000.00	(422.50)	322.50	677.50	32.25
101-000-401.430	INDUSTRIAL/COMMERCIAL FACILITIES	24,000.00	24,000.00	0.00	22,120.79	1,879.21	92.17
101-000-401.431	OBSOLETE PROPERTY REHAB TAXES(O	670.00	670.00	663.74	663.74	6.26	99.07
101-000-401.443	ADMINISTRATION FEES	91,000.00	91,000.00	6,121.71	36,537.45	54,462.55	40.15
101-000-401.445	INTEREST & PENALTIES ON TAXES	20,000.00	20,000.00	1,051.64	5,619.07	14,380.93	28.10
101-000-439.000	MARIJUANA TAX DISTR.	84,000.00	84,000.00	0.00	0.00	84,000.00	0.00
101-000-450.452	PERMITS-BUILDING	150,000.00	150,000.00	10,342.20	53,994.81	96,005.19	36.00
101-000-450.453	LIQUOR LICENSES	10,000.00	10,000.00	2,971.65	10,552.30	(552.30)	105.52
101-000-450.454	PERMITS-ELECTRICAL	35,000.00	35,000.00	1,175.00	12,582.00	22,418.00	35.95
101-000-450.455	PERMITS-PLUMBING & MECHANICAL	55,000.00	55,000.00	2,395.00	30,487.50	24,512.50	55.43
101-000-450.460	MISCELLANEOUS LICENSES	1,000.00	1,000.00	0.00	450.00	550.00	45.00
101-000-450.470	MARIJUANA LICENSE FEE	50,000.00	50,000.00	0.00	35,000.00	15,000.00	70.00
101-000-450.477	PERMITS-HANDGUNS	500.00	500.00	20.00	290.00	210.00	58.00
101-000-450.478	DOG LICENSES	80.00	80.00	0.00	0.00	80.00	0.00
101-000-501.506	GRANT-FEDERAL	0.00	56,178.00	24,530.02	80,708.36	(24,530.36)	143.67
101-000-539.531	LOCAL GRANT	0.00	2,000.00	2,000.00	2,000.00	0.00	100.00
101-000-539.573	LOCAL COMMUNITY STABILIZATION S	65,000.00	75,000.00	0.00	100,600.55	(25,600.55)	134.13
101-000-539.574	REVENUE SHARING - STATUTORY	429,911.00	429,911.00	71,651.00	143,302.00	286,609.00	33.33
101-000-539.575	REVENUE SHARING-CONSTITUTIONAL	1,279,571.00	1,406,485.00	271,602.00	549,915.00	856,570.00	39.10
101-000-600.625	VACANT PROPERTY REGISTRATION/IN	1,500.00	1,500.00	0.00	400.00	1,100.00	26.67
101-000-600.626	CHARGE FOR SERVICES RENDERED	60,000.00	60,000.00	4,107.78	41,317.84	18,682.16	68.86
101-000-600.627	DUPLICATING SERVICES	1,000.00	1,000.00	30.00	524.00	476.00	52.40
101-000-600.628	RENTAL REGISTRATION	1,500.00	1,500.00	100.00	900.00	600.00	60.00
101-000-600.629	AMBULANCE CHARGES	263,750.00	263,750.00	22,477.46	149,475.23	114,274.77	56.67
101-000-600.630	AMBULANCE MILEAGE CHARGES	230,100.00	230,100.00	11,233.01	114,894.74	115,205.26	49.93
101-000-600.631	AMBULANCE/ ADVANCED LIFE SUPPORT	410,000.00	410,000.00	30,644.20	242,076.89	167,923.11	59.04
101-000-600.633	FIRE SERVICES	4,000.00	4,000.00	(500.00)	3,000.00	1,000.00	75.00
101-000-600.642	CHARGE FOR SERVICES - SALES	4,000.00	4,000.00	75.00	2,773.00	1,227.00	69.33
101-000-600.647	CABLE TELEVISION FRANCHISE FEES	105,000.00	105,000.00	0.00	24,638.43	80,361.57	23.47
101-000-655.655	PARKING VIOLATIONS	4,200.00	4,200.00	150.00	1,395.00	2,805.00	33.21
101-000-655.659	PARKING LEASE INCOME	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00
101-000-655.660	ORDINANCE FINES & COSTS	12,000.00	12,000.00	380.33	4,884.39	7,115.61	40.70
101-000-662.000	DRUG FORFEITURES-ADJUDICATED	0.00	100.00	0.00	100.00	0.00	100.00
101-000-664.664	INTEREST INCOME	5,000.00	5,000.00	111.72	4,102.62	897.38	82.05
101-000-664.665	INTEREST INCOME-RESTRICTED ASSE'	0.00	50.00	(0.30)	6.80	43.20	13.60
101-000-664.666	ICMA INTEREST INCOME	0.00	50.00	0.00	0.00	50.00	0.00
101-000-664.668	RENTAL INCOME	1,500.00	1,500.00	500.00	530.00	970.00	35.33
101-000-671.673	SALE OF FIXED ASSETS	0.00	9,263.00	0.00	9,263.00	0.00	100.00
101-000-671.675	DONATIONS-PRIVATE	0.00	11,500.00	0.00	11,500.00	0.00	100.00
101-000-671.687	INSURANCE REFUNDS	125,000.00	116,123.00	1,017.18	116,123.24	(0.24)	100.00
101-000-671.692	RECOVERY OF BAD DEBTS	0.00	1,500.00	0.00	1,500.00	0.00	100.00
101-000-671.694	MISCELLANEOUS	20,000.00	20,000.00	6,648.25	12,573.73	7,426.27	62.87
101-000-695.672	SPECIAL ASSESSMENT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
101-000-695.676	WASTEWATER UTIL. ADMIN REIMB	200,000.00	200,000.00	16,159.41	66,300.27	133,699.73	33.15
101-000-695.677	CITY UTILITIES ADMIN REIMB	372,100.00	372,100.00	31,008.34	186,050.04	186,049.96	50.00
101-000-695.678	DDA/OBRA REIMBURSEMENT	5,300.00	5,300.00	0.00	0.00	5,300.00	0.00
101-000-695.695	ACT 51 ADMIN REIMBURSEMENT	192,463.00	192,463.00	96,231.00	96,231.00	96,232.00	50.00
101-000-695.699	APPROPRIATION OF FUND BALANCE	827,490.00	772,984.00	0.00	0.00	772,984.00	0.00

PERIOD ENDING 12/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Revenues							
TOTAL REVENUES		8,744,235.00	8,898,407.00	639,526.88	5,618,997.94	3,279,409.06	63.15
Expenditures							
101	CITY COUNCIL	5,300.00	5,300.00	0.00	1,226.28	4,073.72	23.14
171	CITY MANAGER	262,583.00	262,583.00	27,363.79	121,817.40	140,765.60	46.39
201	FINANCE	306,305.00	313,125.00	21,475.47	168,830.06	144,294.94	53.92
209	ASSESSING	183,407.00	183,407.00	18,497.79	91,025.08	92,381.92	49.63
210	CITY ATTORNEY	118,000.00	118,000.00	9,743.78	57,877.91	60,122.09	49.05
215	CLERK	299,570.00	299,570.00	19,359.22	121,653.03	177,916.97	40.61
226	HUMAN RESOURCES	215,734.00	215,734.00	20,923.18	90,714.31	125,019.69	42.05
253	TREASURY	167,057.00	167,057.00	17,731.63	77,983.34	89,073.66	46.68
258	INFORMATION & TECHNOLOGY	134,965.00	134,965.00	6,884.50	38,143.17	96,821.83	28.26
265	BUILDING & GROUNDS	140,540.00	140,540.00	10,713.48	60,618.33	79,921.67	43.13
299	GENERAL ADMIN	352,776.00	437,734.00	30,017.66	303,438.96	134,295.04	69.32
300	POLICE	2,263,812.00	2,263,812.00	190,924.51	1,051,380.19	1,212,431.81	46.44
335	FIRE	2,012,337.00	2,012,462.00	201,147.77	1,028,371.86	984,090.14	51.10
370	BUILDING AND SAFETY	344,476.00	344,476.00	30,669.07	138,951.96	205,524.04	40.34
441	PUBLIC WORKS	660,310.00	663,249.00	59,578.42	255,790.26	407,458.74	38.57
528	LEAF AND BRUSH COLLECTION	231,500.00	231,500.00	65,716.67	200,319.55	31,180.45	86.53
585	PARKING	33,000.00	33,000.00	1,736.30	4,689.22	28,310.78	14.21
728	COMMUNITY DEVELOPMENT	85,599.00	85,599.00	6,711.11	27,494.85	58,104.15	32.12
750	HOLMAN POOL	0.00	0.00	0.00	441.34	(441.34)	100.00
756	PARKS	203,293.00	203,293.00	5,768.02	119,558.89	83,734.11	58.81
966	TRANSFERS OUT	723,671.00	759,671.00	357,551.00	357,551.00	402,120.00	47.07
TOTAL EXPENDITURES		8,744,235.00	8,875,077.00	1,102,513.37	4,317,876.99	4,557,200.01	48.65
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		8,744,235.00	8,898,407.00	639,526.88	5,618,997.94	3,279,409.06	63.15
TOTAL EXPENDITURES		8,744,235.00	8,875,077.00	1,102,513.37	4,317,876.99	4,557,200.01	48.65
NET OF REVENUES & EXPENDITURES		0.00	23,330.00	(462,986.49)	1,301,120.95	(1,277,790.95)	5,577.03
Fund 202 - MAJOR STREET FUND							
Revenues							
202-000-501.506	GRANT-FEDERAL	300,000.00	300,000.00	0.00	64,832.26	235,167.74	21.61
202-000-539.529	STATE SOURCES	39,000.00	39,000.00	0.00	0.00	39,000.00	0.00
202-000-539.546	TRUNKLINE MAINTENANCE	39,378.00	39,378.00	0.00	23,596.18	15,781.82	59.92
202-000-539.569	GAS & WEIGHT TAX	1,369,695.00	1,369,695.00	97,714.23	475,798.79	893,896.21	34.74
202-000-664.664	INTEREST INCOME	150.00	150.00	3.42	124.69	25.31	83.13
202-000-695.411	TRANSFER FROM STREET PROGRAM	674,084.00	674,084.00	664,001.78	668,991.43	5,092.57	99.24
202-000-695.672	SPECIAL ASSESSMENT	249,094.00	249,094.00	0.00	0.00	249,094.00	0.00
TOTAL REVENUES		2,671,401.00	2,671,401.00	761,719.43	1,233,343.35	1,438,057.65	46.17
Expenditures							
451	CONSTRUCTION	927,698.00	927,698.00	1,212.00	660,259.25	267,438.75	71.17

PERIOD ENDING 12/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22	2021-22	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 12/31/21 INCR (DECR)	12/31/2021 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR STREET FUND							
Expenditures							
463	STREET MAINTENANCE	410,500.00	410,500.00	7,471.86	189,097.03	221,402.97	46.07
473	BRIDGE MAINTENANCE	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00
474	TRAFFIC SERVICES-MAINTENANCE	26,500.00	26,500.00	542.63	2,524.05	23,975.95	9.52
478	SNOW & ICE CONTROL	135,000.00	135,000.00	14,766.62	20,968.06	114,031.94	15.53
480	TREE TRIMMING	61,800.00	61,800.00	3,026.82	21,115.02	40,684.98	34.17
482	ADMINISTRATION & ENGINEERING	200,250.00	200,250.00	74,175.71	97,679.96	102,570.04	48.78
485	LOCAL STREET TRANSFER	342,424.00	342,424.00	171,212.00	171,212.00	171,212.00	50.00
486	TRUNKLINE SURFACE MAINTENANCE	1,000.00	1,950.00	80.79	1,233.35	716.65	63.25
488	TRUNKLINE SWEEPING & FLUSHING	3,700.00	3,700.00	0.00	0.00	3,700.00	0.00
490	TRUNKLINE TREE TRIIM & REMOVAL	200.00	200.00	0.00	0.00	200.00	0.00
491	TRUNKLINE STORM DRAIN, CURBS	5,500.00	28,127.00	0.00	22,987.69	5,139.31	81.73
492	TRUNKLINE ROADSIDE CLEANUP	200.00	210.00	0.00	59.61	150.39	28.39
494	TRUNKLINE TRAFFIC SIGNS	600.00	600.00	0.00	247.52	352.48	41.25
497	TRUNKLINE SNOW & ICE CONTROL	32,000.00	32,000.00	4,616.76	6,808.48	25,191.52	21.28
TOTAL EXPENDITURES		2,159,372.00	2,182,959.00	277,105.19	1,194,192.02	988,766.98	54.71
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		2,671,401.00	2,671,401.00	761,719.43	1,233,343.35	1,438,057.65	46.17
TOTAL EXPENDITURES		2,159,372.00	2,182,959.00	277,105.19	1,194,192.02	988,766.98	54.71
NET OF REVENUES & EXPENDITURES		512,029.00	488,442.00	484,614.24	39,151.33	449,290.67	8.02
Fund 203 - LOCAL STREET FUND							
Revenues							
203-000-539.529	STATE SOURCES	15,300.00	15,300.00	0.00	0.00	15,300.00	0.00
203-000-539.569	GAS & WEIGHT TAX	500,974.00	500,974.00	35,928.28	174,811.41	326,162.59	34.89
203-000-664.664	INTEREST INCOME	50.00	50.00	3.63	98.80	(48.80)	197.60
203-000-695.202	MAJOR STREET TRANSFER	342,424.00	342,424.00	171,212.00	171,212.00	171,212.00	50.00
203-000-695.411	TRANSFER FROM CAPITAL PROJECTS	500,000.00	500,000.00	500,000.00	504,989.64	(4,989.64)	101.00
203-000-695.672	SPECIAL ASSESSMENT	61,000.00	61,000.00	0.00	0.00	61,000.00	0.00
203-000-695.699	APPROPRIATION OF FUND BALANCE	33,096.00	33,096.00	0.00	0.00	33,096.00	0.00
TOTAL REVENUES		1,452,844.00	1,452,844.00	707,143.91	851,111.85	601,732.15	58.58
Expenditures							
451	CONSTRUCTION	672,216.00	672,216.00	0.00	725,256.22	(53,040.22)	107.89
463	STREET MAINTENANCE	488,750.00	488,750.00	11,990.51	289,266.91	199,483.09	59.19
474	TRAFFIC SERVICES-MAINTENANCE	8,500.00	8,500.00	443.04	1,690.85	6,809.15	19.89
478	SNOW & ICE CONTROL	80,000.00	80,000.00	2,752.62	3,934.24	76,065.76	4.92
480	TREE TRIMMING	89,500.00	89,500.00	6,224.02	63,924.84	25,575.16	71.42
482	ADMINISTRATION & ENGINEERING	113,878.00	113,878.00	35,667.74	59,170.95	54,707.05	51.96
TOTAL EXPENDITURES		1,452,844.00	1,452,844.00	57,077.93	1,143,244.01	309,599.99	78.69

PERIOD ENDING 12/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 203 - LOCAL STREET FUND							
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		1,452,844.00	1,452,844.00	707,143.91	851,111.85	601,732.15	58.58
TOTAL EXPENDITURES		1,452,844.00	1,452,844.00	57,077.93	1,143,244.01	309,599.99	78.69
NET OF REVENUES & EXPENDITURES		0.00	0.00	650,065.98	(292,132.16)	292,132.16	100.00
Fund 208 - PARK/RECREATION SITES FUND							
Revenues							
208-000-664.664	INTEREST INCOME	0.00	25.00	0.39	17.15	7.85	68.60
208-000-695.699	APPROPRIATION OF FUND BALANCE	50,000.00	75,000.00	0.00	0.00	75,000.00	0.00
TOTAL REVENUES		50,000.00	75,025.00	0.39	17.15	75,007.85	0.02
Expenditures							
756	PARKS	50,000.00	75,025.00	5,867.44	74,234.40	790.60	98.95
TOTAL EXPENDITURES		50,000.00	75,025.00	5,867.44	74,234.40	790.60	98.95
Fund 208 - PARK/RECREATION SITES FUND:							
TOTAL REVENUES		50,000.00	75,025.00	0.39	17.15	75,007.85	0.02
TOTAL EXPENDITURES		50,000.00	75,025.00	5,867.44	74,234.40	790.60	98.95
NET OF REVENUES & EXPENDITURES		0.00	0.00	(5,867.05)	(74,217.25)	74,217.25	100.00
Fund 273 - OMS/DDA REVLG LOAN FUND							
Revenues							
273-000-664.664	INTEREST INCOME	500.00	500.00	8.64	58.27	441.73	11.65
273-000-671.675	LOAN REPAYMENTS	0.00	86,000.00	4,889.32	40,758.66	45,241.34	47.39
273-000-671.683	LOAN PRINCIPAL	0.00	0.00	9,220.56	11,974.14	(11,974.14)	100.00
273-000-671.684	LOAN INTEREST	0.00	0.00	1,475.08	1,515.33	(1,515.33)	100.00
273-000-695.699	APPROPRIATION OF FUND BALANCE	1,000.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		1,500.00	86,500.00	15,593.60	54,306.40	32,193.60	62.78
Expenditures							
200	GEN SERVICES	1,500.00	10,675.00	0.00	1,100.00	9,575.00	10.30
TOTAL EXPENDITURES		1,500.00	10,675.00	0.00	1,100.00	9,575.00	10.30
Fund 273 - OMS/DDA REVLG LOAN FUND :							
TOTAL REVENUES		1,500.00	86,500.00	15,593.60	54,306.40	32,193.60	62.78
TOTAL EXPENDITURES		1,500.00	10,675.00	0.00	1,100.00	9,575.00	10.30
NET OF REVENUES & EXPENDITURES		0.00	75,825.00	15,593.60	53,206.40	22,618.60	70.17

Fund 275 - HOUSING & REDEVELOPMENT

PERIOD ENDING 12/31/2021

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CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 275 - HOUSING & REDEVELOPMENT							
Revenues							
275-000-501.522	GRANT - MSHDA: NEP	0.00	37,500.00	0.00	0.00	37,500.00	0.00
TOTAL REVENUES		0.00	37,500.00	0.00	0.00	37,500.00	0.00
Expenditures							
690	GENERAL SERVICES	0.00	33,500.00	0.00	0.00	33,500.00	0.00
TOTAL EXPENDITURES		0.00	33,500.00	0.00	0.00	33,500.00	0.00
Fund 275 - HOUSING & REDEVELOPMENT:							
TOTAL REVENUES		0.00	37,500.00	0.00	0.00	37,500.00	0.00
TOTAL EXPENDITURES		0.00	33,500.00	0.00	0.00	33,500.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	4,000.00	0.00	0.00	4,000.00	0.00
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA							
Revenues							
276-000-401.407	OBRA:TAX CAPTURE	9,800.00	9,800.00	0.00	0.00	9,800.00	0.00
276-000-664.664	INTEREST INCOME	0.00	0.00	0.04	1.27	(1.27)	100.00
276-000-671.676	DONATIONS	19,121.00	19,121.00	0.00	0.00	19,121.00	0.00
TOTAL REVENUES		28,921.00	28,921.00	0.04	1.27	28,919.73	0.00
Expenditures							
730	PROFESSIONAL SERVICES	750.00	750.00	535.00	535.00	215.00	71.33
905	DEBT SERVICE	28,171.00	28,171.00	0.00	0.00	28,171.00	0.00
TOTAL EXPENDITURES		28,921.00	28,921.00	535.00	535.00	28,386.00	1.85
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA:							
TOTAL REVENUES		28,921.00	28,921.00	0.04	1.27	28,919.73	0.00
TOTAL EXPENDITURES		28,921.00	28,921.00	535.00	535.00	28,386.00	1.85
NET OF REVENUES & EXPENDITURES		0.00	0.00	(534.96)	(533.73)	533.73	100.00
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL							
Revenues							
277-000-539.529	STATE SOURCES	0.00	116,888.00	0.00	116,887.72	0.28	100.00
TOTAL REVENUES		0.00	116,888.00	0.00	116,887.72	0.28	100.00
Expenditures							
901	CAPITAL OUTLAY	0.00	116,888.00	0.00	116,887.72	0.28	100.00

PERIOD ENDING 12/31/2021

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CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL Expenditures							
TOTAL EXPENDITURES		0.00	116,888.00	0.00	116,887.72	0.28	100.00
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL:							
TOTAL REVENUES		0.00	116,888.00	0.00	116,887.72	0.28	100.00
TOTAL EXPENDITURES		0.00	116,888.00	0.00	116,887.72	0.28	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 283 - OBRA FUND-DISTRICT#3-TIAL Revenues							
283-000-401.407	OBRA:TAX CAPTURE	27,897.00	27,897.00	0.00	606.58	27,290.42	2.17
TOTAL REVENUES		27,897.00	27,897.00	0.00	606.58	27,290.42	2.17
Expenditures							
730	PROFESSIONAL SERVICES	750.00	750.00	0.00	0.00	750.00	0.00
905	DEBT SERVICE	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00
964	TAX REIMBURSEMENTS	1,147.00	1,147.00	0.00	0.00	1,147.00	0.00
TOTAL EXPENDITURES		27,897.00	27,897.00	0.00	0.00	27,897.00	0.00
Fund 283 - OBRA FUND-DISTRICT#3-TIAL:							
TOTAL REVENUES		27,897.00	27,897.00	0.00	606.58	27,290.42	2.17
TOTAL EXPENDITURES		27,897.00	27,897.00	0.00	0.00	27,897.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	606.58	(606.58)	100.00
Fund 287 - ARPA - AMERICAN RESCUE PLAN ACT Revenues							
287-000-528.000	OTHER FEDERAL GRANTS	0.00	1,511,520.00	0.00	755,759.50	755,760.50	50.00
287-000-664.664	INTEREST INCOME	0.00	100.00	0.00	5.80	94.20	5.80
TOTAL REVENUES		0.00	1,511,620.00	0.00	755,765.30	755,854.70	50.00
Fund 287 - ARPA - AMERICAN RESCUE PLAN ACT:							
TOTAL REVENUES		0.00	1,511,620.00	0.00	755,765.30	755,854.70	50.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	1,511,620.00	0.00	755,765.30	755,854.70	50.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8) Revenues							
288-000-401.407	OBRA:TAX CAPTURE	202,720.00	202,720.00	0.00	0.00	202,720.00	0.00

PERIOD ENDING 12/31/2021

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CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)							
Revenues							
TOTAL REVENUES		202,720.00	202,720.00	0.00	0.00	202,720.00	0.00
Expenditures							
730	PROFESSIONAL SERVICES	12,000.00	12,000.00	10,132.00	10,132.00	1,868.00	84.43
905	DEBT SERVICE	190,720.00	190,720.00	0.00	0.00	190,720.00	0.00
TOTAL EXPENDITURES		202,720.00	202,720.00	10,132.00	10,132.00	192,588.00	5.00
Fund 288 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8):							
TOTAL REVENUES		202,720.00	202,720.00	0.00	0.00	202,720.00	0.00
TOTAL EXPENDITURES		202,720.00	202,720.00	10,132.00	10,132.00	192,588.00	5.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(10,132.00)	(10,132.00)	10,132.00	100.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL)							
Revenues							
291-000-401.407	OBRA:TAX CAPTURE	0.00	358.00	0.00	358.44	(0.44)	100.12
TOTAL REVENUES		0.00	358.00	0.00	358.44	(0.44)	100.12
Expenditures							
730	PROFESSIONAL SERVICES	0.00	864.00	0.00	0.00	864.00	0.00
TOTAL EXPENDITURES		0.00	864.00	0.00	0.00	864.00	0.00
Fund 291 - OBRA FUND-DIST#11(CAPITOL BOWL):							
TOTAL REVENUES		0.00	358.00	0.00	358.44	(0.44)	100.12
TOTAL EXPENDITURES		0.00	864.00	0.00	0.00	864.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	(506.00)	0.00	358.44	(864.44)	70.84
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT)							
Revenues							
292-000-401.407	OBRA:TAX CAPTURE	125,000.00	125,000.00	0.00	3,165.39	121,834.61	2.53
TOTAL REVENUES		125,000.00	125,000.00	0.00	3,165.39	121,834.61	2.53
Expenditures							
730	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
964	TAX REIMBURSEMENTS	124,000.00	124,000.00	0.00	0.00	124,000.00	0.00
TOTAL EXPENDITURES		125,000.00	125,000.00	0.00	0.00	125,000.00	0.00

PERIOD ENDING 12/31/2021

		2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT							
Fund 292 - OBRA FUND-DIST#12(WOODARD LOFT:							
TOTAL REVENUES		125,000.00	125,000.00	0.00	3,165.39	121,834.61	2.53
TOTAL EXPENDITURES		125,000.00	125,000.00	0.00	0.00	125,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	3,165.39	(3,165.39)	100.00
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING							
Revenues							
295-000-401.407	OBRA:TAX CAPTURE	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
TOTAL REVENUES		80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
Expenditures							
730	PROFESSIONAL SERVICES	4,500.00	4,500.00	4,189.50	4,189.50	310.50	93.10
964	TAX REIMBURSEMENTS	75,500.00	75,500.00	0.00	0.00	75,500.00	0.00
TOTAL EXPENDITURES		80,000.00	80,000.00	4,189.50	4,189.50	75,810.50	5.24
Fund 295 - OBRA-DIST#15 -ARMORY BUILDING:							
TOTAL REVENUES		80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
TOTAL EXPENDITURES		80,000.00	80,000.00	4,189.50	4,189.50	75,810.50	5.24
NET OF REVENUES & EXPENDITURES		0.00	0.00	(4,189.50)	(4,189.50)	4,189.50	100.00
Fund 296 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
296-000-600.626	CHARGE FOR SERVICES RENDERED	0.00	56,033.00	770.12	770.12	55,262.88	1.37
296-000-695.101	GENERAL FUND TRANSFER	0.00	36,000.00	0.00	0.00	36,000.00	0.00
TOTAL REVENUES		0.00	92,033.00	770.12	770.12	91,262.88	0.84
Expenditures							
200	GEN SERVICES	0.00	5,680.00	1,095.50	1,095.50	4,584.50	19.29
299	GENERAL ADMIN	0.00	93,388.00	7,708.52	8,992.04	84,395.96	9.63
TOTAL EXPENDITURES		0.00	99,068.00	8,804.02	10,087.54	88,980.46	10.18
Fund 296 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		0.00	92,033.00	770.12	770.12	91,262.88	0.84
TOTAL EXPENDITURES		0.00	99,068.00	8,804.02	10,087.54	88,980.46	10.18
NET OF REVENUES & EXPENDITURES		0.00	(7,035.00)	(8,033.90)	(9,317.42)	2,282.42	132.44
Fund 297 - HISTORICAL FUND							

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Fund 297 - HISTORICAL FUND							
Revenues							
297-000-600.600	SALES	500.00	500.00	209.00	1,898.00	(1,398.00)	379.60
297-000-664.664	INTEREST INCOME	0.00	25.00	0.69	10.59	14.41	42.36
297-000-664.668	RENTAL INCOME	14,400.00	14,400.00	1,900.00	7,200.00	7,200.00	50.00
297-000-671.675	DONATIONS-PRIVATE	1,000.00	1,000.00	821.29	9,784.97	(8,784.97)	978.50
297-000-695.101	GENERAL FUND TRANSFER	17,000.00	17,000.00	8,500.00	8,500.00	8,500.00	50.00
TOTAL REVENUES		32,900.00	32,925.00	11,430.98	27,393.56	5,531.44	83.20
Expenditures							
797	HISTORICAL COMMISSION	16,860.00	20,775.00	2,159.27	9,573.22	11,201.78	46.08
798	CASTLE	8,834.00	8,834.00	719.71	7,369.19	1,464.81	83.42
799	GOULD HOUSE	5,234.00	5,234.00	708.89	3,290.90	1,943.10	62.88
800	COMSTOCK/WOODARD	500.00	500.00	0.00	174.00	326.00	34.80
TOTAL EXPENDITURES		31,428.00	35,343.00	3,587.87	20,407.31	14,935.69	57.74
Fund 297 - HISTORICAL FUND:							
TOTAL REVENUES		32,900.00	32,925.00	11,430.98	27,393.56	5,531.44	83.20
TOTAL EXPENDITURES		31,428.00	35,343.00	3,587.87	20,407.31	14,935.69	57.74
NET OF REVENUES & EXPENDITURES		1,472.00	(2,418.00)	7,843.11	6,986.25	(9,404.25)	288.93
Fund 298 - HISTORICAL SITES FUND							
Revenues							
298-000-664.664	INTEREST INCOME	0.00	0.00	0.10	17.68	(17.68)	100.00
298-000-695.699	APPROPRIATION OF FUND BALANCE	129,500.00	207,353.00	0.00	0.00	207,353.00	0.00
TOTAL REVENUES		129,500.00	207,353.00	0.10	17.68	207,335.32	0.01
Expenditures							
799	GOULD HOUSE	129,500.00	200,000.00	26,940.56	186,177.41	13,822.59	93.09
TOTAL EXPENDITURES		129,500.00	200,000.00	26,940.56	186,177.41	13,822.59	93.09
Fund 298 - HISTORICAL SITES FUND:							
TOTAL REVENUES		129,500.00	207,353.00	0.10	17.68	207,335.32	0.01
TOTAL EXPENDITURES		129,500.00	200,000.00	26,940.56	186,177.41	13,822.59	93.09
NET OF REVENUES & EXPENDITURES		0.00	7,353.00	(26,940.46)	(186,159.73)	193,512.73	2,531.75
Fund 325 - DEBT SERVICE-2010 GO BONDS							
Revenues							
325-000-401.403	GENERAL PROPERTY TAX	86,908.00	86,908.00	0.00	0.00	86,908.00	0.00

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Fund 325 - DEBT SERVICE-2010 GO BONDS							
Revenues							
TOTAL REVENUES		86,908.00	86,908.00	0.00	0.00	86,908.00	0.00
Expenditures							
905	DEBT SERVICE	86,908.00	86,908.00	0.00	0.00	86,908.00	0.00
TOTAL EXPENDITURES		86,908.00	86,908.00	0.00	0.00	86,908.00	0.00
Fund 325 - DEBT SERVICE-2010 GO BONDS:							
TOTAL REVENUES		86,908.00	86,908.00	0.00	0.00	86,908.00	0.00
TOTAL EXPENDITURES		86,908.00	86,908.00	0.00	0.00	86,908.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 327 - DEBT SERVICE							
Revenues							
327-000-401.403	GENERAL PROPERTY TAX	804,777.00	804,777.00	5,029.19	684,005.46	120,771.54	84.99
327-000-695.698	OTHER FINANCING SOURCES	0.00	7,371.00	0.00	7,371.03	(0.03)	100.00
TOTAL REVENUES		804,777.00	812,148.00	5,029.19	691,376.49	120,771.51	85.13
Expenditures							
905	DEBT SERVICE	804,777.00	804,777.00	0.00	118,491.10	686,285.90	14.72
TOTAL EXPENDITURES		804,777.00	804,777.00	0.00	118,491.10	686,285.90	14.72
Fund 327 - DEBT SERVICE:							
TOTAL REVENUES		804,777.00	812,148.00	5,029.19	691,376.49	120,771.51	85.13
TOTAL EXPENDITURES		804,777.00	804,777.00	0.00	118,491.10	686,285.90	14.72
NET OF REVENUES & EXPENDITURES		0.00	7,371.00	5,029.19	572,885.39	(565,514.39)	7,772.15
Fund 368 - 2009 SPECIAL ASSESSMENT							
Revenues							
368-000-664.664	INTEREST INCOME	0.00	2,986.00	0.00	2,986.20	(0.20)	100.01
TOTAL REVENUES		0.00	2,986.00	0.00	2,986.20	(0.20)	100.01
Fund 368 - 2009 SPECIAL ASSESSMENT:							
TOTAL REVENUES		0.00	2,986.00	0.00	2,986.20	(0.20)	100.01
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,986.00	0.00	2,986.20	(0.20)	100.01

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Fund 374 - 2012 SPECIAL ASSESSMENT							
Revenues							
374-000-401.404	SPECIAL ASSESSMENTS	0.00	3,510.00	0.00	3,510.29	(0.29)	100.01
374-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	211.00	0.00	210.63	0.37	99.82
TOTAL REVENUES		0.00	3,721.00	0.00	3,720.92	0.08	100.00
Fund 374 - 2012 SPECIAL ASSESSMENT:							
TOTAL REVENUES		0.00	3,721.00	0.00	3,720.92	0.08	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	3,721.00	0.00	3,720.92	0.08	100.00
Fund 376 - 2013 SPECIAL ASSESSMENT							
Revenues							
376-000-401.404	SPECIAL ASSESSMENTS	0.00	2,364.00	0.00	2,363.95	0.05	100.00
376-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	296.00	0.00	295.91	0.09	99.97
TOTAL REVENUES		0.00	2,660.00	0.00	2,659.86	0.14	99.99
Fund 376 - 2013 SPECIAL ASSESSMENT:							
TOTAL REVENUES		0.00	2,660.00	0.00	2,659.86	0.14	99.99
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,660.00	0.00	2,659.86	0.14	99.99
Fund 382 - 2016 SPECIAL ASSESSMENT							
Revenues							
382-000-401.404	SPECIAL ASSESSMENTS	0.00	1,397.00	0.00	1,396.61	0.39	99.97
382-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	838.00	0.00	837.96	0.04	100.00
TOTAL REVENUES		0.00	2,235.00	0.00	2,234.57	0.43	99.98
Fund 382 - 2016 SPECIAL ASSESSMENT:							
TOTAL REVENUES		0.00	2,235.00	0.00	2,234.57	0.43	99.98
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	2,235.00	0.00	2,234.57	0.43	99.98
Fund 383 - 2017 SPECIAL ASSESSMENTS							
Revenues							
383-000-401.404	SPECIAL ASSESSMENTS	0.00	23,058.00	100.00	23,057.92	0.08	100.00
383-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	4,673.00	0.00	4,673.34	(0.34)	100.01
TOTAL REVENUES		0.00	27,731.00	100.00	27,731.26	(0.26)	100.00

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Fund 383 - 2017 SPECIAL ASSESSMENTS							
Fund 383 - 2017 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		0.00	27,731.00	100.00	27,731.26	(0.26)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	27,731.00	100.00	27,731.26	(0.26)	100.00
Fund 384 - 2018 SPECIAL ASSESSMENTS							
Revenues							
384-000-401.404	SPECIAL ASSESSMENTS	0.00	69,229.00	50.00	69,229.11	(0.11)	100.00
384-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	16,527.00	0.00	16,526.95	0.05	100.00
TOTAL REVENUES		0.00	85,756.00	50.00	85,756.06	(0.06)	100.00
Fund 384 - 2018 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		0.00	85,756.00	50.00	85,756.06	(0.06)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	85,756.00	50.00	85,756.06	(0.06)	100.00
Fund 385 - 2019 SPECIAL ASSESSMENTS							
Revenues							
385-000-401.404	SPECIAL ASSESSMENTS	0.00	68,046.00	506.93	68,553.09	(507.09)	100.75
385-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	7,286.00	0.00	7,286.28	(0.28)	100.00
TOTAL REVENUES		0.00	75,332.00	506.93	75,839.37	(507.37)	100.67
Fund 385 - 2019 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		0.00	75,332.00	506.93	75,839.37	(507.37)	100.67
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	75,332.00	506.93	75,839.37	(507.37)	100.67
Fund 386 - 2020 SPECIAL ASSESSMENTS							
Revenues							
386-000-401.404	SPECIAL ASSESSMENTS	0.00	24,649.00	7,776.76	29,704.58	(5,055.58)	120.51
386-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	6,173.00	151.55	6,270.24	(97.24)	101.58
TOTAL REVENUES		0.00	30,822.00	7,928.31	35,974.82	(5,152.82)	116.72
Fund 386 - 2020 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		0.00	30,822.00	7,928.31	35,974.82	(5,152.82)	116.72
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	30,822.00	7,928.31	35,974.82	(5,152.82)	116.72

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Fund 387 - 2021 SPECIAL ASSESSMENTS							
Revenues							
387-000-401.404	SPECIAL ASSESSMENTS	0.00	171,269.00	377.67	171,596.62	(327.62)	100.19
387-000-401.445	INTEREST & PENALTIES ON TAXES	0.00	72.00	0.00	71.78	0.22	99.69
TOTAL REVENUES		0.00	171,341.00	377.67	171,668.40	(327.40)	100.19
Fund 387 - 2021 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		0.00	171,341.00	377.67	171,668.40	(327.40)	100.19
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	171,341.00	377.67	171,668.40	(327.40)	100.19
Fund 397 - 2009 LTGO DEBT							
Revenues							
397-000-671.674	DDA CONTRIBUTION	76,460.00	76,460.00	0.00	7,255.56	69,204.44	9.49
TOTAL REVENUES		76,460.00	76,460.00	0.00	7,255.56	69,204.44	9.49
Expenditures							
905	DEBT SERVICE	76,460.00	76,210.00	0.00	7,255.56	68,954.44	9.52
TOTAL EXPENDITURES		76,460.00	76,210.00	0.00	7,255.56	68,954.44	9.52
Fund 397 - 2009 LTGO DEBT:							
TOTAL REVENUES		76,460.00	76,460.00	0.00	7,255.56	69,204.44	9.49
TOTAL EXPENDITURES		76,460.00	76,210.00	0.00	7,255.56	68,954.44	9.52
NET OF REVENUES & EXPENDITURES		0.00	250.00	0.00	0.00	250.00	0.00
Fund 401 - CAPITAL PROJECT FUND							
Revenues							
401-000-695.699	APPROPRIATION OF FUND BALANCE	122,350.00	122,350.00	0.00	0.00	122,350.00	0.00
401-000-699.101	TRANFERS IN - GENERAL FUND	698,103.00	698,103.00	349,051.00	349,051.00	349,052.00	50.00
TOTAL REVENUES		820,453.00	820,453.00	349,051.00	349,051.00	471,402.00	42.54
Expenditures							
000	REVENUE	820,453.00	827,473.00	42,688.77	396,449.64	431,023.36	47.91
TOTAL EXPENDITURES		820,453.00	827,473.00	42,688.77	396,449.64	431,023.36	47.91
Fund 401 - CAPITAL PROJECT FUND:							
TOTAL REVENUES		820,453.00	820,453.00	349,051.00	349,051.00	471,402.00	42.54

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Fund 401 - CAPITAL PROJECT FUND							
TOTAL EXPENDITURES		820,453.00	827,473.00	42,688.77	396,449.64	431,023.36	47.91
NET OF REVENUES & EXPENDITURES		0.00	(7,020.00)	306,362.23	(47,398.64)	40,378.64	675.19
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM							
Revenues							
411-000-664.664	INTEREST INCOME	0.00	140.00	31.73	138.79	1.21	99.14
411-000-695.699	APPROPRIATION OF FUND BALANCE	1,174,084.00	1,173,843.00	0.00	0.00	1,173,843.00	0.00
TOTAL REVENUES		1,174,084.00	1,173,983.00	31.73	138.79	1,173,844.21	0.01
Expenditures							
966	TRANSFERS OUT	1,174,084.00	1,173,983.00	1,164,001.78	1,173,981.07	1.93	100.00
TOTAL EXPENDITURES		1,174,084.00	1,173,983.00	1,164,001.78	1,173,981.07	1.93	100.00
Fund 411 - CAPITAL PROJECTS-STREET PROGRAM:							
TOTAL REVENUES		1,174,084.00	1,173,983.00	31.73	138.79	1,173,844.21	0.01
TOTAL EXPENDITURES		1,174,084.00	1,173,983.00	1,164,001.78	1,173,981.07	1.93	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(1,163,970.05)	(1,173,842.28)	1,173,842.28	100.00
Fund 494 - CAPITAL PROJECTS FUND							
Revenues							
494-000-529.530	INFRASTRUCTURE	0.00	34,665.00	0.00	34,665.00	0.00	100.00
494-000-695.699	APPROPRIATION OF FUND BALANCE	20,000.00	2,495.00	0.00	0.00	2,495.00	0.00
TOTAL REVENUES		20,000.00	37,160.00	0.00	34,665.00	2,495.00	93.29
Expenditures							
270	ADMINISTRATIVE	20,000.00	37,160.00	2,495.00	37,160.00	0.00	100.00
TOTAL EXPENDITURES		20,000.00	37,160.00	2,495.00	37,160.00	0.00	100.00
Fund 494 - CAPITAL PROJECTS FUND:							
TOTAL REVENUES		20,000.00	37,160.00	0.00	34,665.00	2,495.00	93.29
TOTAL EXPENDITURES		20,000.00	37,160.00	2,495.00	37,160.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(2,495.00)	(2,495.00)	2,495.00	100.00
Fund 588 - TRANSPORTATION FUND							
Revenues							
588-000-401.403	GENERAL PROPERTY TAX	40,000.00	37,527.00	278.46	37,720.69	(193.69)	100.52
588-000-695.699	APPROPRIATION OF FUND BALANCE	0.00	32,068.00	0.00	0.00	32,068.00	0.00

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Fund 588 - TRANSPORTATION FUND							
Revenues							
TOTAL REVENUES		40,000.00	69,595.00	278.46	37,720.69	31,874.31	54.20
Expenditures							
200	GEN SERVICES	88,089.00	69,595.00	0.00	69,594.93	0.07	100.00
TOTAL EXPENDITURES		88,089.00	69,595.00	0.00	69,594.93	0.07	100.00
Fund 588 - TRANSPORTATION FUND:							
TOTAL REVENUES		40,000.00	69,595.00	278.46	37,720.69	31,874.31	54.20
TOTAL EXPENDITURES		88,089.00	69,595.00	0.00	69,594.93	0.07	100.00
NET OF REVENUES & EXPENDITURES		(48,089.00)	0.00	278.46	(31,874.24)	31,874.24	100.00
Fund 590 - SEWER FUND							
Revenues							
590-000-401.446	PENALTIES - LATE CHARGES	28,000.00	28,000.00	13.10	20,943.71	7,056.29	74.80
590-000-450.477	SWR:PERMITS/INSPECTION FEE	500.00	500.00	90.00	495.00	5.00	99.00
590-000-600.601	METERED SALES	2,052,000.00	2,052,000.00	529,875.86	1,125,835.84	926,164.16	54.87
590-000-664.664	INTEREST INCOME	1,000.00	1,000.00	265.31	475.07	524.93	47.51
590-000-671.694	MISCELLANEOUS	0.00	1,900.00	0.00	1,898.77	1.23	99.94
TOTAL REVENUES		2,081,500.00	2,083,400.00	530,244.27	1,149,648.39	933,751.61	55.18
Expenditures							
200	GEN SERVICES	1,896,533.00	1,901,633.00	242,383.91	998,469.52	903,163.48	52.51
549	SEWER OPERATIONS	251,677.00	251,677.00	13,275.52	67,641.78	184,035.22	26.88
901	CAPITAL OUTLAY	0.00	0.00	3,613.00	105,381.26	(105,381.26)	100.00
905	DEBT SERVICE	122,195.00	122,195.00	0.00	65,276.17	56,918.83	53.42
TOTAL EXPENDITURES		2,270,405.00	2,275,505.00	259,272.43	1,236,768.73	1,038,736.27	54.35
Fund 590 - SEWER FUND:							
TOTAL REVENUES		2,081,500.00	2,083,400.00	530,244.27	1,149,648.39	933,751.61	55.18
TOTAL EXPENDITURES		2,270,405.00	2,275,505.00	259,272.43	1,236,768.73	1,038,736.27	54.35
NET OF REVENUES & EXPENDITURES		(188,905.00)	(192,105.00)	270,971.84	(87,120.34)	(104,984.66)	45.35
Fund 591 - WATER FUND							
Revenues							
591-000-401.446	PENALTIES - LATE CHARGES	42,000.00	42,000.00	33.36	29,173.12	12,826.88	69.46
591-000-450.477	WTR:PERMITS/INSPECTION FEE	20,000.00	20,000.00	0.00	705.00	19,295.00	3.53
591-000-450.478	PERMITS-CALEDONIA TOWNSHIP	0.00	9,200.00	(130.00)	9,199.35	0.65	99.99
591-000-450.479	PERMITS-OWOSSO TOWNSHIP	0.00	17,968.00	(7,944.46)	17,968.46	(0.46)	100.00
591-000-600.601	METERED SALES	2,900,000.00	2,900,000.00	757,704.71	1,591,325.64	1,308,674.36	54.87
591-000-600.602	METERED SALES-WHOLESALE-USAGE	350,000.00	350,000.00	23,722.96	174,433.58	175,566.42	49.84

PERIOD ENDING 12/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 591 - WATER FUND							
Revenues							
591-000-600.604	WATER MAIN REPLACEMENT CHARGE	675,000.00	675,000.00	175,526.21	353,362.35	321,637.65	52.35
591-000-600.640	MATERIAL & SERVICE	16,000.00	21,000.00	(4,888.42)	20,631.09	368.91	98.24
591-000-664.664	INTEREST INCOME	1,200.00	1,200.00	16.00	298.34	901.66	24.86
591-000-671.688	HYDRANT RENTAL	24,000.00	24,000.00	1,000.00	6,001.75	17,998.25	25.01
591-000-671.694	MISCELLANEOUS	1,500.00	15,000.00	120.00	720.00	14,280.00	4.80
591-000-671.695	MISCELLANEOUS WATER CHARGES	2,500.00	2,500.00	185.00	635.00	1,865.00	25.40
TOTAL REVENUES		4,032,200.00	4,077,868.00	945,345.36	2,204,453.68	1,873,414.32	54.06
Expenditures							
200	GEN SERVICES	549,170.00	560,965.00	57,777.17	285,023.53	275,941.47	50.81
552	WATER UNDERGROUND	1,678,877.00	1,678,877.00	84,170.34	569,250.16	1,109,626.84	33.91
553	WATER FILTRATION	1,259,444.00	1,258,244.00	100,217.72	536,500.01	721,743.99	42.64
901	CAPITAL OUTLAY	683,728.00	683,728.00	0.00	88,448.76	595,279.24	12.94
905	DEBT SERVICE	670,538.00	670,538.00	0.00	642,727.34	27,810.66	95.85
TOTAL EXPENDITURES		4,841,757.00	4,852,352.00	242,165.23	2,121,949.80	2,730,402.20	43.73
Fund 591 - WATER FUND:							
TOTAL REVENUES		4,032,200.00	4,077,868.00	945,345.36	2,204,453.68	1,873,414.32	54.06
TOTAL EXPENDITURES		4,841,757.00	4,852,352.00	242,165.23	2,121,949.80	2,730,402.20	43.73
NET OF REVENUES & EXPENDITURES		(809,557.00)	(774,484.00)	703,180.13	82,503.88	(856,987.88)	10.65
Fund 599 - WASTEWATER FUND							
Revenues							
599-000-539.529	STATE SOURCES	3,037,900.00	3,037,900.00	0.00	0.00	3,037,900.00	0.00
599-000-602.100	OP & MAINT CHRG - OWOSSO	1,186,710.00	1,186,710.00	107,551.80	646,782.84	539,927.16	54.50
599-000-602.200	OP & MAINT CHRG - OWOSSO TWP	176,750.00	176,750.00	22,859.57	130,870.29	45,879.71	74.04
599-000-602.300	OP & MAINT CHRG - CALEDONIA TWS	151,500.00	151,500.00	10,744.93	65,124.26	86,375.74	42.99
599-000-602.400	OP & MAINT CHRG - CORUNNA	227,250.00	227,250.00	20,733.20	127,152.62	100,097.38	55.95
599-000-603.100	REPLACEMENT CHRG - OWOSSO	416,527.00	416,527.00	101,659.92	203,697.68	212,829.32	48.90
599-000-603.200	REPLACEMENT CHRG - OWOSSO TWP	123,762.00	123,762.00	32,171.16	64,531.55	59,230.45	52.14
599-000-603.300	REPLACEMENT CHRG - CALEDONIA TW	87,255.00	87,255.00	22,492.02	44,414.00	42,841.00	50.90
599-000-603.400	REPLACEMENT CHRG - CORUNNA	72,456.00	72,456.00	18,676.89	37,356.76	35,099.24	51.56
599-000-664.664	INTEREST INCOME	2,000.00	2,000.00	260.96	400.20	1,599.80	20.01
599-000-671.694	MISCELLANEOUS	5,000.00	5,000.00	1,827.87	2,488.80	2,511.20	49.78
TOTAL REVENUES		5,487,110.00	5,487,110.00	338,978.32	1,322,819.00	4,164,291.00	24.11
Expenditures							
548	WASTEWATER OPERATIONS	1,947,329.00	1,951,529.00	122,688.45	736,752.10	1,214,776.90	37.75
901	CAPITAL OUTLAY	3,092,900.00	3,092,900.00	2,374.50	2,374.50	3,090,525.50	0.08
905	DEBT SERVICE	132,000.00	132,000.00	0.00	107,970.70	24,029.30	81.80
TOTAL EXPENDITURES		5,172,229.00	5,176,429.00	125,062.95	847,097.30	4,329,331.70	16.36

PERIOD ENDING 12/31/2021

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	ACTIVITY FOR MONTH 12/31/21 INCR (DECR)	YTD BALANCE 12/31/2021 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 599 - WASTEWATER FUND							
Fund 599 - WASTEWATER FUND:							
	TOTAL REVENUES	5,487,110.00	5,487,110.00	338,978.32	1,322,819.00	4,164,291.00	24.11
	TOTAL EXPENDITURES	5,172,229.00	5,176,429.00	125,062.95	847,097.30	4,329,331.70	16.36
	NET OF REVENUES & EXPENDITURES	314,881.00	310,681.00	213,915.37	475,721.70	(165,040.70)	153.12
Fund 661 - FLEET MAINTENANCE FUND							
Revenues							
661-000-664.664	INTEREST INCOME	1,000.00	1,000.00	41.69	251.02	748.98	25.10
661-000-664.669	EQUIPMENT RENTAL	704,000.00	704,000.00	70,093.11	437,519.76	266,480.24	62.15
661-000-671.673	SALE OF FIXED ASSETS	0.00	0.00	0.00	2,849.05	(2,849.05)	100.00
	TOTAL REVENUES	705,000.00	705,000.00	70,134.80	440,619.83	264,380.17	62.50
Expenditures							
891	FLEET MAINTENANCE	335,553.00	336,378.00	23,652.86	161,252.67	175,125.33	47.94
901	CAPITAL OUTLAY	270,000.00	270,000.00	0.00	260,143.00	9,857.00	96.35
	TOTAL EXPENDITURES	605,553.00	606,378.00	23,652.86	421,395.67	184,982.33	69.49
Fund 661 - FLEET MAINTENANCE FUND:							
	TOTAL REVENUES	705,000.00	705,000.00	70,134.80	440,619.83	264,380.17	62.50
	TOTAL EXPENDITURES	605,553.00	606,378.00	23,652.86	421,395.67	184,982.33	69.49
	NET OF REVENUES & EXPENDITURES	99,447.00	98,622.00	46,481.94	19,224.16	79,397.84	19.49
TOTAL REVENUES - ALL FUNDS							
	TOTAL REVENUES	28,875,410.00	31,480,061.00	4,384,241.49	15,309,062.64	16,170,998.36	48.63
	TOTAL EXPENDITURES - ALL FUNDS	28,994,132.00	29,533,551.00	3,356,091.90	13,509,207.70	16,024,343.30	45.74
	NET OF REVENUES & EXPENDITURES	(118,722.00)	1,946,510.00	1,028,149.59	1,799,854.94	146,655.06	92.47

CASH SUMMARY BY ACCOUNT FOR CITY OF OWOSSO
 FROM 12/01/2021 TO 12/31/2021
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2021	Total Debits	Total Credits	Ending Balance 12/31/2021
Fund 101	GENERAL FUND				
101.200	POOLED CASH - HUNTINGTON BANK	2,294,107.78	3,050,404.41	1,189,375.31	4,155,136.88
101.201	MI CLASS ACCOUNT	2,119,667.15	66.16	0.00	2,119,733.31
101.202	MONEY MARKET ACCOUNT - HUNTINGTON	2,373,454.94	18.00	2,373,454.94	18.00
101.203	AMBULANCE PAYMENT BANK ACCOUNT	12,130.89	119,821.47	0.00	131,952.36
101.301	INVESTMENTS - STIFEL	1,098,417.57	9.29	0.00	1,098,426.86
103.000	IMPREST PETTY CASH	1,925.00	0.00	0.00	1,925.00
	GENERAL FUND	7,899,703.33	3,170,319.33	3,562,830.25	7,507,192.41
Fund 202	MAJOR STREET FUND				
101.200	POOLED CASH - HUNTINGTON BANK	909,117.00	761,719.43	277,105.19	1,393,731.24
Fund 203	LOCAL STREET FUND				
101.200	POOLED CASH - HUNTINGTON BANK	379,144.06	707,143.91	57,077.93	1,029,210.04
Fund 208	PARK/RECREATION SITES FUND				
101.200	POOLED CASH - HUNTINGTON BANK	91,732.83	0.39	5,867.44	85,865.78
Fund 273	OMS/DDA REVLG LOAN FUND				
101.200	POOLED CASH - HUNTINGTON BANK	151,709.14	91,287.41	482.80	242,513.75
101.201	MI CLASS ACCOUNT	225,059.76	7.01	0.00	225,066.77
101.202	MONEY MARKET ACCOUNT - HUNTINGTON	79,132.46	0.53	79,132.46	0.53
	OMS/DDA REVLG LOAN FUND	455,901.36	91,294.95	79,615.26	467,581.05
Fund 276	OBRA FUND DISTRICT #16 - QDOBA				
101.200	POOLED CASH - HUNTINGTON BANK	9,508.17	0.04	535.00	8,973.21
Fund 283	OBRA FUND-DISTRICT#3-TIAL				
101.200	POOLED CASH - HUNTINGTON BANK	606.58	0.00	0.00	606.58
Fund 287	ARPA - AMERICAN RESCUE PLAN ACT				
101.200	POOLED CASH - HUNTINGTON BANK	755,765.30	755,000.00	1,510,000.00	765.30
101.306	DORT FINANCIAL CREDIT UNION	0.00	755,000.00	0.00	755,000.00
	ARPA - AMERICAN RESCUE PLAN ACT	755,765.30	1,510,000.00	1,510,000.00	755,765.30
Fund 288	OBRA FUND-DISTRICT #17 CARGILL (PREV #8)				
101.200	POOLED CASH - HUNTINGTON BANK	10,132.49	0.00	10,132.00	0.49
Fund 289	OBRA:DISTRICT#9(ROBBIN'S LOFT)				
101.200	POOLED CASH - HUNTINGTON BANK	45,980.82	0.00	0.00	45,980.82
Fund 291	OBRA FUND-DIST#11(CAPITOL BOWL)				
101.200	POOLED CASH - HUNTINGTON BANK	6,735.87	0.00	0.00	6,735.87
Fund 292	OBRA FUND-DIST#12(WOODARD LOFT)				
101.200	POOLED CASH - HUNTINGTON BANK	3,165.39	0.00	0.00	3,165.39
Fund 295	OBRA-DIST#15 -ARMORY BUILDING				
101.200	POOLED CASH - HUNTINGTON BANK	4,189.95	0.00	4,189.50	0.45
Fund 296	DOWNTOWN DEVELOPMENT AUTHORITY				
101.200	POOLED CASH - HUNTINGTON BANK	(1,283.52)	0.00	8,804.02	(10,087.54)
Fund 297	HISTORICAL FUND				
101.200	CHECKING ACCOUNT - HUNTINGTON BANK	29,315.82	34,167.12	3,340.89	60,142.05
101.250	HUNTINGTON BANK - CHEM FLEX CD	28,543.17	0.00	28,543.17	0.00
102.100	HC ENDOWMENT - RESTRICTED CASH	21,244.04	0.00	0.00	21,244.04
103.000	IMPREST PETTY CASH	100.00	0.00	0.00	100.00

CASH SUMMARY BY ACCOUNT FOR CITY OF OWOSSO
 FROM 12/01/2021 TO 12/31/2021
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2021	Total Debits	Total Credits	Ending Balance 12/31/2021
	HISTORICAL FUND	79,203.03	34,167.12	31,884.06	81,486.09
Fund 298 101.200	HISTORICAL SITES FUND POOLED CASH - HUNTINGTON BANK	48,134.27	0.10	26,940.56	21,193.81
Fund 327 101.200	DEBT SERVICE POOLED CASH - HUNTINGTON BANK	628,361.93	5,029.19	0.00	633,391.12
Fund 368 101.200	2009 SPECIAL ASSESSMENT POOLED CASH - HUNTINGTON BANK	2,986.20	0.00	0.00	2,986.20
Fund 374 101.200	2012 SPECIAL ASSESSMENT POOLED CASH - HUNTINGTON BANK	3,720.92	0.00	0.00	3,720.92
Fund 376 101.200	2013 SPECIAL ASSESSMENT POOLED CASH - HUNTINGTON BANK	2,659.86	0.00	0.00	2,659.86
Fund 382 101.200	2016 SPECIAL ASSESSMENT POOLED CASH - HUNTINGTON BANK	2,234.57	0.00	0.00	2,234.57
Fund 383 101.200	2017 SPECIAL ASSESSMENTS POOLED CASH - HUNTINGTON BANK	27,631.26	100.00	0.00	27,731.26
Fund 384 101.200	2018 SPECIAL ASSESSMENTS POOLED CASH - HUNTINGTON BANK	85,706.06	50.00	0.00	85,756.06
Fund 385 101.200	2019 SPECIAL ASSESSMENTS POOLED CASH - HUNTINGTON BANK	75,332.44	506.93	0.00	75,839.37
Fund 386 101.200	2020 SPECIAL ASSESSMENTS POOLED CASH - HUNTINGTON BANK	28,046.51	7,928.31	0.00	35,974.82
Fund 387 101.200	2021 SPECIAL ASSESSMENTS POOLED CASH - HUNTINGTON BANK	171,290.73	377.67	0.00	171,668.40
Fund 401 101.200	CAPITAL PROJECT FUND POOLED CASH - HUNTINGTON BANK	(196,906.06)	349,051.00	42,688.77	109,456.17
Fund 411 101.204	CAPITAL PROJECTS-STREET PROGRAM SAVINGS - MICLASS	1,163,971.16	31.73	1,164,001.78	1.11
Fund 466 101.200	CAPITAL PROJECTS-BUILDING AUTH POOLED CASH - HUNTINGTON BANK	36,608.22	0.00	0.00	36,608.22
Fund 494 101.200	CAPITAL PROJECTS FUND POOLED CASH - HUNTINGTON BANK	36,290.82	0.00	2,495.00	33,795.82
Fund 588 101.200	TRANSPORTATION FUND POOLED CASH - HUNTINGTON BANK	74,984.27	278.46	0.00	75,262.73
Fund 590 101.200 101.202 101.306 103.000	SEWER FUND POOLED CASH - HUNTINGTON BANK MONEY MARKET ACCOUNT - HUNTINGTON DORT FINANCIAL CREDIT UNION IMPREST PETTY CASH	474,707.79 1,407,874.95 250,002.50 200.00	1,513,418.10 10.96 246.57 0.00	276,977.54 1,407,874.95 0.00 0.00	1,711,148.35 10.96 250,249.07 200.00
	SEWER FUND	2,132,785.24	1,513,675.63	1,684,852.49	1,961,608.38
Fund 591 101.200 101.202 101.301	WATER FUND POOLED CASH - HUNTINGTON BANK MONEY MARKET ACCOUNT - HUNTINGTON INVESTMENTS - STIFEL	1,884,254.31 186,914.42 135,713.97	342,042.02 1.50 5.55	271,428.23 186,914.42 0.00	1,954,868.10 1.50 135,719.52

FROM 12/01/2021 TO 12/31/2021

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2021	Total Debits	Total Credits	Ending Balance 12/31/2021
	WATER FUND	2,206,882.70	342,049.07	458,342.65	2,090,589.12
Fund 599	WASTEWATER FUND				
101.200	POOLED CASH - HUNTINGTON BANK	148,684.09	1,218,169.89	125,975.15	1,240,878.83
101.202	MONEY MARKET ACCOUNT - HUNTINGTON	878,534.60	6.80	878,534.60	6.80
101.301	INVESTMENTS - STIFEL	221,471.90	1.85	0.00	221,473.75
101.306	DORT FINANCIAL CREDIT UNION	250,002.50	246.58	0.00	250,249.08
	WASTEWATER FUND	1,498,693.09	1,218,425.12	1,004,509.75	1,712,608.46
Fund 661	FLEET MAINTENANCE FUND				
101.200	POOLED CASH - HUNTINGTON BANK	810,944.42	71,497.92	25,372.39	857,069.95
101.201	MI CLASS ACCOUNT	1,220,159.82	38.10	0.00	1,220,197.92
	FLEET MAINTENANCE FUND	2,031,104.24	71,536.02	25,372.39	2,077,267.87
Fund 701	TRUST & AGENCY FUND				
101.200	POOLED CASH - HUNTINGTON BANK	375,985.87	2,790,350.82	815,132.75	2,351,203.94
Fund 977	GASB 34 LONG TERM DEBT				
102.200	CASH - RESTRICTED MMRMA	237,646.99	0.00	0.00	237,646.99
	TOTAL - ALL FUNDS	21,323,753.95	12,574,035.22	10,772,376.79	23,125,412.38

MINUTES FOR REGULAR MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Wednesday, December 15, 2021 at 6:00 p.m.
Virginia Teich Council Chambers

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

ROLL CALL was taken by Owosso City Manager, Nathan Henne.

PRESENT: Commissioner Lance Omer via phone, Commissioner Scott Newman, Secretary Philip Hathaway, Chairman Steven Teich, Commissioner Dianne Acton.

ABSENT: Commissioner Matthew Van Epps, Commissioner Gary Wilson.

OTHERS IN ATTENDANCE: Nathan Henne, Owosso City Manager.

AGENDA APPROVAL: December 15, 2021.

MOTION FOR APPROVAL BY SECRETARY HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER ACTON.

AYES ALL. MOTION CARRIED.

MINUTES APPROVAL: NOVEMBER 17, 2021 MINUTES.

MOTION FOR APPROVAL BY COMMISSIONER HATHAWAY. MOTION WAS SECONDED BY COMMISSIONER NEWMAN. It was noted Philip Hathaway is the Secretary, and as such, his name should be designated at the signature line of the minutes.

AYES ALL. MOTION CARRIED.

COMMUNICATIONS: Corrected HDC Design Guidelines were discussed prior to the Matthews Building update. The guidelines will be included on the City website and handed out via the Building Department and through local realtors. Additional spelling and grammatical updates will be made.

Matthews Building-City is pursuing legal action against the owners regarding roof collapses on the main section of the building (not the section by the river). A site plan was submitted by the owners and an extension requested, but not granted. A demolition permit is anticipated to be forthcoming.

PUBLIC/COMMISSIONER COMMENTS: None

COMMITTEE REPORTS: None

PUBLIC HEARINGS: None

ITEMS OF BUSINESS:

1. Demolition by Neglect – 110 West Main Street-Facade. Building owner Nicholas Pidek was present and expressed his interest in the historical value of the façade. Commissioners discussed possible options for grants. It was suggested a conservation easement be considered on the façade.

MOTION BY SECRETARY HATHAWAY TO POSTPONE DECISION ON DEMOLITION BY NEGLIGENCE AND FIND THE STUCCO IS A STRUCTURAL COMPONENT OF THE BUILDING AND APPLICABLE TO THE OVERSIGHT OF THE HISTORIC DISTRICT COMMISSION. SECONDED

Approved

BY COMMISSIONER OMER. IT WAS ADDED THE DECISION WOULD BE POSTPONED UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON JANUARY 19, 2022.

It was asked of Mr. Pidek to return with research on restoration, a stabilization plan and an estimate of associated costs.

AYES ALL. MOTION CARRIED.

2. Demolition by Neglect-121 W Exchange Street-Skybridge. Commissioner Acton recused herself from the discussion as the joint property owner with her husband, Dave Acton. It was noted this item had been through the Board of Appeals process in 2012 under previous ownership. Current Owner Dave Acton distributed materials to Commissioners containing plans and drawings of the structure as provided by his architect. Secretary Hathaway noted this structure is above a public alley. He pointed out the possibility that the structure may not be part of the street wall and most likely not included as a contributing structure during the inception of the Historic District and the commission may not have authority in the decision.

MOTION BY SECRETARY HATHAWAY FINDING THIS PARTICULAR STRUCTURAL COMPONENT FALLS OUTSIDE OF THE PURVIEW OF THIS COMMISSION AS A CONTRIBUTING STRUCTURE. SECONDED BY COMMISSIONER OMER.

AYES-Commissioner Omer, Secretary Hathaway.

AGAINST-Commissioner Teich.

ABSTAIN-Commissioner Newman.

MOTION FAILED.

MOTION BY COMMISSIONER NEWMAN TO TABLE THIS ISSUE UNTIL THE JANUARY 19, 2022 MEETING AND OWNERS MAY DECIDE TO PRESERVE OR DEMOLISH; PRESERVE BY FIXING THE ROOF OR SUBMITTING A DEMOLITION PROPOSAL. SECONDED BY COMMISSIONER OMER.

AYES-Commissioner Omer, Commissioner Newman, Chairman Teich.

OPPOSED-Secretary Hathaway.

MOTION CARRIED.

3. The next meeting on January 19, 2022 at 6:00pm will be at City Hall.

PUBLIC COMMENTS: None.

BOARD COMMENTS: Commissioner Newman, as previous Chairman, noted he viewed the Commission as reactive to the City's needs to do the best they could for the buildings and citizens of Owosso. That outlook changed with the Matthews Building. The Commission can be proactive.

ADJOURNMENT:

MOTION BY SECRETARY HATHAWAY AND SECONDED BY COMMISSIONER NEWMAN TO ADJOURN AT 7:37 P.M.

Philip Hathaway, Secretary

Approved

MINUTES
REGULAR MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
JANUARY 5, 2022, AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chairman Jon Moore at 7:34 A.M.

ROLL CALL: Taken by Recording Secretary Debbie Hebert

MEMBERS PRESENT: Chairman Jon Moore, Vice-Chairman Brianna Carroll, Commissioners: Dave Acton, Josh Ardelean, Kenneth Cushman, Bill Gilbert, Lance Omer, Sue Osika and Melissa Wheeler

MEMBERS ABSENT: None

OTHERS PRESENT: Beth Kuiper, Director; Brad Barrett, Finance Director; Nathan Henne, City Manager, Deeann Biondi, DDA Accountant.

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

AYES: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY AUTHORITY MEMBER CARROLL AND SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE MINUTES FOR THE REGULAR MEETING HELD DECEMBER 1, 2021.

AYES: ALL, MOTION CARRIED.

PUBLIC COMMENTS: None

ITEMS OF BUSINESS:

1) CHECK REGISTER: DECEMBER 2021 – Noted: The Future Energy payment of \$44,000 will be reimbursed from grant received.

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

AYES: ALL. MOTION CARRIED.

2) BUDGET REPORT – Income/Expenses are in line with annual reporting. The grant monies will be refunded in 45-60 days. Currently working on month-to-date reporting by next month's board meeting,

3) CREDIT CARD RECONCILIATION – No expenses to report.

4) SHIACASH REPORT – Additional business owners have signed participation agreements in the ShiaCash Program. The report was reviewed showing \$43,000 still in circulation. The chamber can answer questions regarding balances. Osika suggested pushing the use of ShiaCash, perhaps utilizing it in marketing promotions.

5) EXTEND DEEANN BIONDI'S CONTRACT – The Finance Committee recommends to the board an extension of Deeann Biondi's contract for 10 hours per month at \$50 per hour thru June 30, 2022. It is noted that Deeann serves as a volunteer on the Finance Committee. Appreciation was extended to Deeann for her community service.

IT WAS MOVED BY AUTHORITY MEMBER GILBERT, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE EXTENSION OF BIONDI'S CONTRACT THRU JUNE 30, 2022.

AYES: ALL. MOTION CARRIED.

6) 2020/2021 AUDIT APPROVAL – Brad Barrett, Finance Director presented a copy of the audit to the board members. Highlights from the report were presented. Brad noted that the auditor provided a clean opinion, unmodified opinion. He recommended to the board to receive, file and approve the auditors report.

IT WAS MOVED BY AUTHORITY MEMBER OSIKA, SUPPORTED BY AUTHORITY MEMBER OMER TO RECEIVE, FILE AND APPROVE THE AUDITORS REPORT.

AYES: ALL. MOTION CARRIED.

7) CAPITAL BOWL/TRECHA ENTERPRISES REMITTANCE – Auditor made recommendations to write off an old asset from 2006 deriving from reimbursement on a Brownfield Plan deemed unrealistic and likelihood of payment was slim. The Brownfield plan expires 4/21/2022. No further capture of funds is possible. The company is no longer in existence. This effects balance sheet not cash balance.

IT WAS MOVED BY AUTHORITY MEMBER OMER, SUPPORTED BY AUTHORITY MEMBER OMER TO WRITE OFF A LOAN TO CAPITAL BOWL/TRECHA ENTERPRISES FINANCED BY THE DDA IN THE AMOUNT OF \$60,000 ASSOCIATED WITH INFRASTRUCTURE IMPROVEMENTS MADE AT 219 WASHINGTON STREET IN 2006-2007.

AYES: ALL. MOTION CARRIED.

8) DOWNTOWN SECURITY CAMERAS – Surveillance of wired security cameras will be moved from DayStarr in house to Public Safety. Installation of cameras and IT Development will be done my Mike Cross, LJ Ink,Inc. Wired cameras are the preferred method of surveillance with better video quality and reliability.

IT WAS MOVED BY AUTHORITY MEMBER CARROLL, SUPPORTED BY AUTHORITY MEMBER ARDELEAN TO MOVE FORWARD WITH 6 ADDITONAL SECUIRTY CAMERAS WITH LJ INK, Inc.

AYES: ALL. MOTION CARRIED

9) FOOD TRUCK ORDINANCE – Food trucks have approached the City of Owosso to establish something like Little Fleet in Traverse City. The city has created a draft ordinance and has requested the board to review and make recommendations for changes and locations of food trucks. Discussion centered around competition to existing brick and mortar restaurants. Concerns were raised regarding negative impact.

A Special Meeting of the Owosso Mainstreet/DDA will be posted for Friday, January 7, 2022, 11:00 a.m. at Books and Beans, 108 N Washington to discuss the Food Truck Ordinance.

COMMITTEE UPDATES:

1) Design and Business Vitality –

- A. Streetscape and Beautification - Meetings will begin again this month,
- B. EV Charging Stations Committee – Next step, tomorrow, January 6th, ChargePoint will do the activation and programming of the charging stations. The Committees' activation including marketing has not yet been completed. The committee is scheduled to meet to discuss numerous agenda items today after the boards' meeting concludes.

2) Promotion –

- A. NYE Wrap-Up: Determined to be successful. Fireworks and Ball Drops were great. Weather did not cooperate. Great photos were captured. Carl Ludington's assistance with this event is extremely appreciated.
- B. Chocolate Walk is coming up. A chair needs to be determined for the Chocolate Walk. If the event is to take place it must begin ASAP to allow for promotion.

3) Outreach – No updates. Beth Kuiper is currently building this committee.

4) Economic Vitality –

- A. **Revolving Loan Fund** – Committee to meet to review and update policies.
- B. **Business Owners Committee** – Meetings paused over the holidays. Hoping to meet in Westtown with the addition of Blue Ashe and the move of Cupcakes and Kisses.
- C. **Optimize Main Street** – New grant kick off on February 21, 2022. \$ 2,500 grants awarded to improve technology and/or online purchasing. All businesses may apply. DDA will make selections of applications for recommendation. The suggestion was made to utilize the RLF Committee to accept and review the applications for recommendations.

Board Continuing Education/Information: Annual planning meeting is held in 1st quarter, January 2022 in preparation for Budget to establish goals, objectives and workplans for upcoming year. A survey will be conducted to determine date/time of meeting. A main street facilitator is recommended to assist with the planning with the addition of a new director and new board members. Chairman Jon Moore directed Beth Kuiper to contact Michigan Main Street for available dates.

Director Updates: Updates were provided throughout the meeting.

PUBLIC COMMENTS: None

BOARD COMMENTS: Chairman Jon Moore extended his gratitude to Brianna Carroll, Fitness Coliseum for support provided to Foster Coffee. He also extended his appreciation for the success of his first meeting as Chairman of City of Owosso DDA/Mainstreet.

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER CARROLL AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 8:46 A.M.

AYES: ALL. MOTION CARRIED.

MINUTES FOR
SPECIAL MEETING
OWOSSO MAIN STREET/DDA
Friday, January 7, 2022 11:00 a.m.
MEETING CANCELED DUE TO LACK OF QUORUM.



Regular Meeting of the Owosso Historical Commission

Minutes of January 10, 2022 – 6:00 P.M.

PRESIDING OFFICER: Dave Acton – Chair

MEMBERS PRESENT: Chair Dave Acton, Commissioner Gary Wilson, Mayor Pro Tem Osika, Commissioner Deb Adams, Vice Chair Mark Erickson.

MEMBERS ABSENT: None.

OTHERS PRESENT: Nathan Henne, Owosso City Manager, Denice Grace, Curwood Castle.

CHAIR ACTON CALLED THE MEETING TO ORDER AT 6:00 P.M.

APPROVE MINUTES – November 8, 2021

Motion by Osika to approve

Supported by Wilson

Passed by voice vote

APPROVE AGENDA

Motion by Osika to approve

Supported by Erickson

Passed by voice vote

ITEMS OF BUSINESS

1. Community Foundation-Create Agency Fund

- a. Decision to be made whether to invest current \$21,244.00 restricted endowment with the Shiawassee Community Foundation. It would be an opportunity for partnership. This would allow for donations from individuals or estates to be used specifically for the Commission. Original investment may not be withdrawn, but interest may be withdrawn. It would provide a mechanism for tax deductible contributions.

- b. Erickson made a motion enter into an agency fund with the \$10,000.00 required to establish the fund with the Shiawassee Community Foundation and the remaining restricted funds to stay in the City account.
- c. Support by Osika.
- d. Passed by Voice vote.

2. **Humidity and Temperature Controlled Storage for Gould House Items.** The Shattuck brothers at the Emery Pratt building is the only lead at this time. It was noted there was possible interest from the church at Fayette Square to provide space. Boxes will be labeled and a more in-depth inventory will be taken at the storage location. Wilson volunteered to help with the boxing of items with the timetable to have things moved before Spring Break.

FINANCIAL REVIEW AND DISCUSSION

Henne updated the Commission on the November-December financial reports. Gould House project is completed. Donations have increased. Ms. Grace said the books are the best selling item at the Curwood Castle. Castle operating supply costs are a little higher, but expenses are offset by gift shop sales.

Acton recognized Elaine Greenway for her work on the Christmas party. Erickson asked about orange pieces on the roof of the Gould House. It was requested they be taken care of. The east porch also needs shoring up.

PUBLIC COMMENT PERIOD

None

COMMISSIONER COMMENTS

The Chamber of Commerce did a fundraiser for Lula's Cookhouse, American Speedy and Foster Coffee.

STAFF REPORT AND PROJECT UPDATES

None

ADJOURNMENT

Osika moved to adjourn the meeting. Adams supported. Voice vote was unanimous to adjourn the meeting at 6:46 P.M.

MINUTES FOR REGULAR MEETING
OWOSSO HISTORIC DISTRICT COMMISSION
Wednesday, January 19, 2022 at 6:00 p.m.
Virginia Teich Council Chambers

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

ROLL CALL was taken by Owosso City Manager, Nathan Henne.

PRESENT: Commissioner Lance Omer, Commissioner Scott Newman, Secretary Philip Hathaway, Commissioner Matthew Van Epps, Commissioner Gary Wilson, Commissioner Dianne Acton, Chairman Steven Teich.

ABSENT: None.

OTHERS IN ATTENDANCE: Nathan Henne, Owosso City Manager, Brad Hissong, Owosso Building Official, Jamie Garmo and Roman Bonislowski (representatives for the Matthews Building owner) by phone, Scott Gould, City Attorney.

AGENDA APPROVAL: January 19, 2022.

MOTION FOR APPROVAL BY COMMISSIONER VAN EPPS. MOTION WAS SECONDED BY COMMISSIONER WILSON.

AYES ALL. MOTION CARRIED.

MINUTES APPROVAL: DECEMBER 15, 2021 MINUTES.

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

AYES: COMMISSIONER LANCE OMER, COMMISSIONER SCOTT NEWMAN, SECRETARY PHILIP HATHAWAY, COMMISSIONER MATTHEW VAN EPPS, COMMISSIONER DIANNE ACTON, CHAIRMAN STEVEN TEICH.

ABSTAIN: COMMISSIONER GARY WILSON. HE STATED WAS NOT PRESENT AT THE DECEMBER MEETING.

MOTION CARRIED.

COMMUNICATIONS: None.

PUBLIC/COMMISSIONER COMMENTS: None.

COMMITTEE REPORTS: None.

PUBLIC HEARINGS: None

ITEMS OF BUSINESS:

1. Demolition Permit Approval – 300 West Main Street, Matthews Building. Jamie Garmo on behalf of the property owner and Roman Bonislowski, architect on record. 2010 report lists 300 West Main as a resource within the Historic District. Engineering report and application have been submitted. Third party architect gave a report the building is safe to demolish. The building next to the river will remain.

Brad Hissong, Owosso Building Official, detailed his review of the building and presented and explained photos taken today (January 19, 2022). Concrete center supporting wall has collapsed. East wall foundation is completely gone, among other issues.

Secretary Hathaway read a portion of the engineer's letter, written just before Christmas (Dec, 2021), "At the time of my inspection, buildings two and three looked to be in good shape." The Building Department had requested a determination by a licensed professional that it was safe to demolish. Commissioner Van Epps added this excerpt, "Also, there was no clear evidence or signs of any serious or significant structural problems on any of them except building 3 roof has some falling or collapsed area that is not safe to walk on." Commissioner Van Epps stated the report does not reflect what the photos show. Jamie Garmo clarified the engineers letter was requested to confirm there was no dire safety issue, but that the building was safe to demolish. Hathaway wants to agree as a commission that the paragraph was only setting up for a safe demolition, not that the building could be saved. Commissioner Van Epps wants to take the letter to say what it says. Secretary Hathaway feels comfortable taking action tonight regardless of the letter's ambiguity.

Commissioner Wilson read a letter he wrote regarding this application. Commissioner Van Epps detailed the reasons a structure that is a resource can be demolished. He voiced concern if buildings two and three were demolished, would building one continue to be in disrepair as no redevelopment plans for that building are included in the packet. He requested the demolition approval and the anticipation of future plans be linked together. Garmo stated plans are underway, but not finalized. Commissioner Newman would like to know future plans of lot, also. Roman Bonislowski detailed plans for safety of the public during demolition and confirmed he has been contracted for redevelopment of building one.

SECRETARY HATHAWAY MADE A MOTION TO ISSUE NOTICE TO PROCEED FOR THE DEMOLITION OF THE RESOURCE UNDER THE PROVISIONS OF PUBLIC ACT 169 OF 1970 THAT THIS BUILDING CONSTITUTES A HAZARD TO THE SAFETY OF THE PUBLIC AND THE PROPOSED DEMOLITION IS THE ONLY WAY TO IMPROVE OR CORRECT THIS CONDITION SUBJECT TO THE CONDITION THAT THIS COMMISSION WILL HAVE A SUFFICIENT REMAINING PARTIAL DEMOLITION TO SUCCESSFULLY REVIEW THE RESTORATION OF THE EAST WALL OF BUILDING NUMBER ONE. COMMISSIONER VAN EPPS ADDED WITH THE INCLUSION OF SUBSECTION 1 & 4 (A or D). SECONDED BY COMMISSIONER NEWMAN.

Board Comments: Commissioner Wilson hesitates to approve with subsection number one included in the motion.

MOTION AMENDED BY COMMISSIONER WILSON TO REFERENCE ONLY SUBSECTION NUMBER FOUR AND OMIT THE REFERENCE TO SUBSECTION NUMBER ONE. SECONDED BY SECRETARY HATHAWAY.

ALL AYES. MOTION CARRIED AS AMENDED.

2. Demolition by Neglect-110 West Main Street-Facade. Chairman Teich asked this item be tabled after reading an email communication from owner Nicholas Pidek. It was reiterated the Commission is supportive of restoration. He is asking for an extension of the Demolition by Neglect.

MOTION BY SECRETARY HATHAWAY TO TABLE THIS ISSUE. SECONDED BY ACTON.

ALL AYES. MOTION CARRIED.

3. State Historic Preservation Office Presentation (SHPO). Allen Higgins, Certified Local Governing Coordinator outlined the program and noted Owosso has participated since 2015. Training, outreach, education and grant opportunities are available. He also detailed the State Historic Tax Credit. Commissioner Omer asked if the DDA Director will be participating with HDC. City Manager Henne indicated the DDA and HDC will now be separate and he will be the liaison for the HDC. It was asked the Commission be copied on communications from SHPO. Fire suppression was discussed.
4. Corrective Action Notice-214 West Exchange Street. This property is non-contributing. Vinyl siding was used to repair the front of the building. Commissioner Van Epps asked where the contributing/non-contributing terminology originated. Commissioner Wilson stated it was a judgment that was made on each property doing a ground level survey. It was determined whether they were contributing/non-contributing based on the amount of historical or original part of the building still remained intact. National Register criteria of evaluation uses this terminology and it has carried over to Historic Districts. A permit was not pulled for the work at 214 West Exchange as it is considered maintenance. The building department will make the City Manager aware of any facade updates being made within the Historic District.
The group came to a consensus that no action will be taken.
5. The next meeting on February 16, 2022 at 6:00pm will be at City Hall.

PUBLIC COMMENTS: Brad Hissong detailed information regarding the building code.

BOARD COMMENTS: Secretary Hathaway thanked Commissioners Wilson and Van Epps for their contributions to the Matthews Building research and discussion. Commissioner Van Epps requested a procedure be put in place for review and follow up of redevelopment plans for buildings in the Historic District. He also would like to discuss the process by which Demolition by Neglect letters can be issued in a timely manner. Commissioner Wilson requested a vote on approval of the proposed guidelines at the next meeting.

ADJOURNMENT:

CHAIRMAN TEICH ADJOURNED THE MEETING AT 8:36 P.M.

Philip Hathaway, Secretary

MINUTES
REGULAR MEETING OF THE OWOSSO PLANNING COMMISSION
Monday, January 24, 2022 – 6:30 P.M.

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

PLEDGE OF ALLEGIANCE: Recited

ROLL CALL: Recording Secretary Molly Hier

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

MEMBERS ABSENT: Commissioner Jenkins, Commissioner Taylor

OTHERS PRESENT:

APPROVAL OF AGENDA:

MOTION BY VICE-CHAIR LIVINGSTON, SUPPORTED BY COMMISSIONER ROBERTSON TO APPROVE THE AGENDA FOR January 24, 2022.

YEAS ALL. MOTION CARRIED.

APPROVAL OF MINUTES:

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER LAW TO APPROVE THE MINUTES FOR THE December 13, 2021 MEETING.

YEAS ALL. MOTION CARRIED.

PUBLIC HEARINGS:

1. Terry & Georgia Gregoricka, Rezoning Request - 701 S. CHESTNUT STREET

Opened the Public Hearing at: 6:32pm

The following commented:

Terry Gregorika briefly explained the intended use of the storage units to be for RV/Campers and a storage area for small businesses in town. The existing building will be used as an office. The units would be 20' X 50'.

Commissioner Morris asked about the rear yard setback to the residential area. Mr. Gregorika stated it would be at least the 50' minimum requirement.

Vice-Chair Livingston confirmed that the storage for RV/Campers is indoor.

Patrick Marrah of 623 S. Chestnut expressed concern for property values if industrial zones continue to expand in the neighborhood.

Ray Farley of 716 Nafus Street expressed concern of possible drainage issues that could be caused by the development.

Closed the Public Hearing at 6:55pm

The following review is from Justin Sprague, City Planner with CIB Planning:

Terry and Georgia Gregoricka request to rezone 3 acres from R-1 Residential to I-1, Light Industrial. The property currently has a structure and a parking lot, and the applicant would like to develop an indoor storage facility for recreational and other vehicles. The applicant will need to submit a full site plan for review and approval prior to any new development on the property.

The subject parcel is located along the east side of S. Chestnut Street, north of the intersection of Stewart Street. The parcel is shaped like a rectangle and is surrounded by commercial and industrial uses on three sides. The property is identified in the master plan as a “District” for industrial uses.

	Existing Land Use	Zoning	Master Plan
Subject Site	Existing structure with 20 space parking lot	R-1 Residential	District - Industrial
North	Industrial & Office	Industrial and Office	District - Industrial
South	Industrial	Industrial and Multi-Family	District – Industrial
East	Residential	R-1	Residential
West	Industrial	Industrial	District – Industrial

In considering any petition for an amendment to the official zoning map, the planning commission and city council shall consider the following criteria in making its findings, recommendations and decision:

1. Consistency with the goals, policies, and future land use map of the City of Owosso Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.

Finding – This rezoning would be consistent with both the intent of the Zoning Ordinance and the recently adopted Master Plan which shows this area a future industrial district.

2. Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.

Finding – While this site would be compatible with the host of uses permitted under the I-1 Zoning Classification, it should be noted that there are residential properties to the east of this site, so any new development will need to be screened and buffered appropriately.

3. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one (1) use permitted under the current zoning.

Finding – To our knowledge, no evidence exists showing that the applicant could not receive a reasonable return on investment through developing the property as residential; the rezoning would be compatible with the Master Plan.

4. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

Finding – As noted above, there is residential properties to the east of this site, however property to the north, south and west are all either existing commercial or industrial uses.

5. The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."

Finding – There should be no issues with existing infrastructure being able to accommodate and service this site.

6. The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

Finding – We find that the proposed use is more commercial in nature than industrial; however, the proposed use fits in the industrial district. There is some land available for industrial development in the city, however not much.

7. The request has not previously been submitted within the past one (1) year, unless conditions have changed, or new information has been provided.

Finding – This application has not been previously before the City.

RECOMMENDATION

Based upon the above comments, we recommend approval of the rezoning request for 701 S. Chestnut based on the following items:

1. That the request is not in conflict with the Master Plan or the Zoning Ordinance;
2. The site is compatible with uses in the proposed I-1 Zoning District;
3. The applicant is not rezoning to increase the return on investment of the property;
4. That the Planning Commission understands that the proposed use may be more compatible with surrounding land uses;
5. Infrastructure to the site is appropriate for the proposed use; and
6. The request has not been previously submitted to the City for consideration.

MOTION BY COMMISSIONER MORRIS SUPPORTED BY VICE-CHAIR LIVINGSTON TO APPROVE THE REZONING REQUEST FROM R-1 SINGLE FAMILY DISTRICT TO I-1 LIGHT INDUSTRIAL DISTRICT FOR 701 S CHESTNUT STREET

ADDRESS	PARCEL ID NUMBER	APPROVED ZONING
701 S CHESTNUT ST	050-546-000-026-00	I-1 LIGHT INDUSTRIAL DISTRICT

YEAS: SECRETARY FEAR, COMMISSIONER LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER MORRIS, COMMISSIONER ROBERSTON, CHAIRMAN WASCHER

NAYS: NONE

RCV: 6-0 MOTION CARRIED

SITE PLAN REVIEWS: **NONE**

ITEMS OF BUSINESS:

1. PLANNING COMMISSION ANNUAL REPORT 2021

Discussion held on the contents of report noting additional changes and requirements from the MEDC.

MOTION BY COMMISSIONER ROBERTSON SUPPORTED BY VICE-CHAIR LIVINGSTON TO APPROVE THE 2021 PLANNING COMMISSION ANNUAL REPORT AND REFER TO CITY COUNCIL FOR REVIEW AND APPROVAL.

YEAS: **SECRETARY FEAR, COMMISSIONER LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER MORRIS, COMMISSIONER ROBERTSON, CHAIRMAN WASCHER**
NAYS: **NONE**
RCV: **6-0 MOTION CARRIED**

2. CAPITAL IMPROVEMENT PLAN (CIP) 2022-2028

Discussion held on the contents of report. The plan requires approval from both the Planning Commission and City Council prior to the beginning of the budget process.

MOTION BY VICE-CHAIR LIVINGSTON SUPPORTED BY COMMISSIONER LAW TO APPROVE THE 2022 – 2028 CAPITAL IMPROVEMENT PLAN (CIP) AND REFER TO CITY COUNCIL FOR REVIEW AND APPROVAL.

YEAS: **SECRETARY FEAR, COMMISSIONER LAW, VICE-CHAIR LIVINGSTON, COMMISSIONER MORRIS, COMMISSIONER ROBERTSON, CHAIRMAN WASCHER**
NAYS: **NONE**
RCV: **6-0 MOTION CARRIED**

3. MOBILE FOOD VENDING DRAFT ORDINANCE

This proposed ordinance is being presented as a standalone ordinance and not a part of the City of Owosso's Zoning Ordinance due to language involving City parking lots and parks. This draft is being presented to the Planning Commission, the DDA and the Park and Recreation Commission for review, opinion and any recommendations for City Council.

COMMISSIONER COMMENTS:

Commissioner Robertson expressed concern about potential impact on brick and mortar businesses. Chairman Wascher requested further research and information on how the food trucks may impact events such as the Farmers Market and Curwood.

CITIZEN COMMENTS: NONE

ADJOURNMENT:

MOTION BY SECRETARY FEAR SUPPORTED BY VICE-CHAIR LIVINGSTON TO ADJOURN AT 7:21 PM UNTIL THE NEXT MEETING ON FEBRUARY 28, 2022.

YEAS ALL, MOTION CARRIED

Janae Fear, Secretary

DRAFT

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

January 25, 2022

4:30 P.M.

W.W.T.P.

1. Roll (4:35 P.M.)

Members Present: R. Holzheuer, R. Suchanek, J. Archer
Alternates Present: T. Crawford
Others Present: T. Guysky, WWTP Superintendent/Board Secretary
Brad Barret, City of Owosso Finance Director
Andy Campbell, Bakertilly Municipal Advisors
Matt Feldpausch, Bakertilly Municipal Advisors

Guysky noted the Open Meetings Act allowance for virtual meetings expired on December 31, 2021, thus Board members will again be required to attend Review Board meetings in person. The public may still attend virtually, and the Board may or may not allow public comment that way.

2. Minutes of the November 30, 2021 meeting: Motion by Archer to approve the November 30, 2021 meeting minutes. Support by Suchanek. No discussion. Motion carries 4-0.

3. Secretary's Report:

- a) Plant Performance Summaries (November 2021 – December 2021): Guysky noted full permit compliance for November and December 2021.
- b) Plant Operations: Guysky noted efficient plant operation for November and December 2021, with continuing demand maintenance projects on older equipment. The East Roughing Tower pump and motor is out for a scheduled rehab/recondition. He also noted the open part-time lab tech position has been filled, and an open plant operator position has been filled. One operator/mechanic position has also recently opened, with the City beginning the posting process soon.
- c) WWTP Project Updates: Guysky noted final accounting is nearing completion on the headworks project. The sludge processing equipment replacement project (a.k.a. solids handling project) bid opening is scheduled for January 28, 2022, with construction likely beginning in April 2022. Guysky also noted that the plant roof is being replaced as part of this project.

4. Old Business:

- a) Hydrogen Sulfide Mitigation: Guysky updated the Board on the Hydrogen Sulfide mitigation study, noting proposals have been requested from consulting firms OHM Advisors and Fishbeck. Proposals are expected back in time to distribute to Board members for review prior to the February 2022 Board meeting, with a final decision expected at the March 2022 meeting.

5. New Business:

- a) 2021 WWTP Flow Summary: Guysky noted all service units were within allotted capacity for calendar year 2021.

- b) FY 2022-23 Debt Service Charge and Replacement Charge: A revised memo was distributed, which added clarification to the requested change in Replacement Charge calculation method. Barret and Feldpausch provided clarifications around the Debt Service and Replacement Charges, responding to questions from Archer and Crawford. Guysky noted the City of Owosso suggests monthly billing cycles for both Debt Service and Replacement Charges.

Motion by Holzheuer to bill the service unit Debt Service and Replacement Charges on a monthly basis. Support by Crawford. No further discussion. Motion carries 4-0.

Motion by Archer to base future Replacement Charges on previous fiscal year depreciation expense for equipment and buildings, with equipment expense charges billed by service unit flow percentage and building expense charges billed by contract capacity. Support by Holzheuer. No further discussion. Motion carries 4-0.

Motion by Suchanek to approve Replacement Charge of \$318,024 for fiscal year 2022-23 to be billed to service units at \$10,467 per month proportioned by contract capacity and \$16,035 per month proportioned by metered flow. Support by Crawford. No further discussion. Motion carries 4-0.

6. Citizens'/Members' Comments:

Gary Burk requested the results of the meeting roll call, as he had missed them.

The Board determined going forward they would allow comments during the comment period from citizens attending meetings virtually.

Suchanek informed the Board that the City of Owosso alternate Review Board member will be City Manager Nathan Henne, beginning with the February 2022 meeting.

7. Adjourn: Motion to adjourn by Suchanek. Support by Crawford. No discussion. Motion carries 4-0. Meeting adjourned at 5:10 p.m.

Respectfully submitted, Timothy J. Guysky, Secretary
Review Board approval pending

**PARKS AND RECREATION COMMISSION
REGULAR MEETING**

WEDNESDAY, January 26, 2022

7:00 p.m.

City Hall, Council Chambers

CALL TO ORDER: Chairman Workman called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE: Was recited

ROLL CALL: Was taken by Amy Fuller

MEMBERS PRESENT: Chairman Andrew Workman, Vice-Chair Jeff Selbig, Commissioners Carol Anne Smith, Gerald Bila, Kevin Maginity, and Ellen Rodman

MEMBERS ABSENT: None

OTHERS PRESENT: Mayor Eveleth, Amy Fuller

APPROVAL OF AGENDA: **COMMISSIONER SMITH MADE A MOTION TO APPROVE THE AGENDA FOR JANUARY 26, 2022. MOTION SUPPORTED BY COMMISSIONER RODMAN. AYES ALL, MOTION CARRIED.**

APPROVAL OF MINUTES: **COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE MINUTES FOR DECEMBER 8, 2021 WITH NO CHANGES. MOTION SUPPORTED BY COMMISSIONER BILA. AYES ALL, MOTION CARRIED.**

PUBLIC COMMENTS: None.

COMMUNICATIONS: Ms. Fuller shared information from the City Clerk regarding the Open Meetings Act and provided an update on disc golf signage.

NEW BUSINESS:

Grove Holman Building and Grant: Bid results were discussed, the low bid for the building renovation was \$434,000, while the total project budget was \$200,000. Ms. Fuller explained she spoke with the DNR and the city would not be penalized on future grant applications if they do not proceed with this project. **COMMISSIONER BILA MADE A MOTION TO TABLE THE PROJECT AND WITHDRAW FROM THE DNR PASSPORT GRANT. MOTION SUPPORTED BY COMMISSIONER RODMAN. AYES, ALL, MOTION CARRIED.**

Kiwanis Donation/Match: The Kiwanis Club has offered to make a \$3,000 donation for the purchase of a slide to be installed at Collamer Park. The Commission discussed using millage funds as match to purchase a \$6,000 slide. The Commission also discussed potentially purchasing a climbing boulder. **COMMISSIONER SMITH MADE A MOTION TO USE \$3,000 IN MILLAGE FUNDS TO MATCH THE KIWANIS DONATION AND PURCHASE A SLIDE. MOTION SUPPORTED BY COMMISSIONER RODMAN. AYES, SMITH, WORKMAN, AND RODMAN. NAYS: MAGINITY. ABSTAINING: BILA AND SELBIG. MOTION FAILED.**

Food Trucks: A draft ordinance for food trucks was presented. **COMMISSIONER MAGINITY MADE A MOTION TO SUPPORT MOVING FORWARD WITH THE ORDINANCE AND TO RECOMMEND REMOVING THE STATEMENT IN SECTION 5(A) REQUIRING THE COMMISSION APPROVE PERMITS AND ENABLE THE BUILDING DEPARTMENT TO DO SO. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES, ALL. MOTION CARRIED.**

Annual Report: Ms. Fuller presented a draft annual report to the commission. Commissioner Selbig suggested adding a climbing boulder to the Collamer Park project listing. The commission discussed posting the report on the city's website, sharing via press release, and social media. **COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE ANNUAL REPORT WITH EDITS. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES, ALL. MOTION CARRIED.**

Next Meeting: February 23, 2022 at 7:00 PM in Council Chambers at City Hall

PUBLIC/COMMISSIONERS COMMENTS:

Commissioner Selbig requested staff look into the crack in the concrete at the splash pad

Mayor Eveleth thanked the commission for all of their work.

Commissioner Maginity requested the commission discuss possible locations for the ice rink at the next meeting

Commissioner Selbig requested the climbing boulder be added to the next agenda.

ADJOURNMENT:

COMMISSIONER MAGINITY MADE A MOTION TO ADJOURN AT 8:19 P.M. MOTION SUPPORTED BY COMMISSIONER SELBIG. AYES ALL, MOTION CARRIED.

Respectfully submitted by:

Amy Fuller, Assistant to the City Manager

DRAFT