

**ATTENTION: BEGINNING MAY 15, 2023 A 30-MINUTE COUNCIL DISCUSSION PERIOD WILL BE HELD IMMEDIATELY PRIOR TO EACH REGULAR MEETING. THE PUBLIC IS WELCOME TO ATTEND.**

**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MONDAY, MAY 15, 2023  
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 MAY 1, 2023:**

**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. Curwood Festival Royalty Introduction.

**PUBLIC HEARINGS**

1. FY2024 DWSRF Project Plan Amendment. Conduct a public hearing to receive citizen comment regarding the proposed amendments to the Drinking Water State Revolving Fund (DWSRF) Project Plan for the 2024 fiscal year.

**CITIZEN COMMENTS AND QUESTIONS**

**CONSENT AGENDA**

1. First Reading and Set Public Hearing – Ordinance Amendment – Chapter 19, Offenses. Conduct first reading and set a public hearing for Monday, June 5, 2023 at 7:30 p.m. to receive citizen comment regarding the proposed amendment to Chapter 19, Offenses, Article VI, *Offenses Against Public Morals*, Sec. 110, *Drug Paraphernalia* of the Code of Ordinances.  
**Master Plan Implementation Goals: 3.1**
2. MSHDA NEP Grant – Grant Administration Approval. Approve and accept the terms and conditions of MSHDA Neighborhood Enhancement Program (NEP) Grant, Grant # HDF-2023-37-NEP in the amount of \$75,000, designate authorized signatories for said grant, and authorize implementation of the grant according to the Program Guidelines.  
**Master Plan Implementation Goals: 1.14, 6.6**

3. MI-HOPE Grant – Grant Administration Approval. Approve and accept the terms and conditions of Michigan Housing Opportunities Promoting Energy Efficiency (MI-HOPE) Grant, Grant # ARP-2023-37-MIH in the amount of \$105,000, designate authorized signatories for said grant, and authorize implementation of the grant according to the Program Guidelines.  
**Master Plan Implementation Goals: 1.14, 6.6**
4. Designate New Depository – The State Bank. Consider authorization of a new account with The State Bank and further consider approval of the City's participation in an Insured Cash Sweep (ICS) account with The State Bank.
5. Contract Amendment – SAFEbuilt Michigan, LLC. Consider approval of Amendment No. 2 to the Professional Services Agreement with SAFEbuilt Michigan, LLC to modify the renewal date to align with the City's fiscal year.
6. Change Order – Private Credit Assessment Services. Approve Change Order No. 2 to Purchase Order No. 43789 with S&P Global Ratings for the provision of two private credit assessments associated with the Drinking Water State Revolving Loan Fund Program and the Clean Water State Revolving Fund Program applications, increasing the amount by \$2,625.00 to reflect the change in the project cost for the 2023 CWSRF Project, and further approve payment, including Change Order No. 2, to the firm upon satisfactory completion of the contracted tasks.  
**Master Plan Implementation Goals: 3.4, 3.7, 3.8**
7. Purchase Authorization – BS&A Server and Licensing. Waive competitive bidding requirements, authorize the purchase of one Dell PowerEdge R650 rack server and corresponding licensing from CDW-G in the amount of \$19,819.98 utilizing Sourcewell Contract No. 081419-CDW, and further authorize payment to the vendor upon satisfactory delivery of the equipment.
8. Purchase Authorization – MML Workers' Compensation Insurance. Authorize the purchase of workers' compensation insurance policy with the Michigan Municipal League (MML) Workers' Compensation Fund for the coverage period from July 1, 2023 to June 30, 2024 in the amount of \$121,672.00, and further authorize payment up to the total premium amount for the coverage period.
9. Bid Award – Main Street Plaza Masonry Repair. Approve bid award to Bornor Restoration, Inc. of Lansing, Michigan for the Main Street Plaza Masonry Repair bid in the amount of \$34,860.00 and approve payment to the contractor upon satisfactory completion of the project.
10. Purchase Authorization - Ferric Chloride. Authorize a purchase agreement with PVS Technologies, Inc. for Ferric Chloride utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$1,150.00 per dry ton, with an estimated annual contract of \$98,325.00, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2024.  
**Master Plan Implementation Goals: 3.4**
11. Purchase Authorization - Sodium Hypochlorite. Authorize a purchase agreement with JCI Jones Chemicals, Inc. for Sodium Hypochlorite utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$2.05 per gallon, with an estimated annual contract of \$110,700.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2024.  
**Master Plan Implementation Goals: 3.4**
12. Purchase Authorization - Bulk Lime. Authorize a purchase agreement with Graymont Western Lime Inc. for the purchase of bulk lime for the Filtration Plant and Wastewater Plant, utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$172.00 per dry ton, with an estimated annual contract of \$144,480.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2024.  
**Master Plan Implementation Goals: 3.4**

13. Check Register – April 2023. Affirm check disbursements totaling \$2,250,370.52 through April 28, 2023.

### **ITEMS OF BUSINESS**

1. 2023-24 City Budget Adoption. Adopt General Appropriations Resolution approving the 2023-2024 City Budget (including DDA Appropriations).
2. Small Cell Wireless Facilities Permit – 825 W. Main Street. Consider approval of the Small Cell Wireless Facilities Permit application from Verizon Wireless for the location of a new pole and small cell wireless facility at 825 West Main Street.
3. Defined Contribution Retirement System Funds Transfer – General City Non-Union. Consider authorizing the transfer of all assets of the defined contribution plan administered by MissionSquare Retirement for the General City Non-Union Group (hired after January 1, 2006) and its corresponding retirees to the MERS System.
4. Defined Contribution Retirement System Funds Transfer – City Manager. Consider authorizing the transfer of all assets of the defined contribution plan administered by MissionSquare Retirement for the City Manager Group and its corresponding retirees to the MERS System.
5. Defined Contribution Retirement System Funds Transfer - AFSCME. Consider authorizing the transfer of all assets of the defined contribution plan administered by MissionSquare Retirement for the American Federation of State, County, and Municipal Employees Group (AFSCME), Local No. 1059 (hired after 7/1/2005) and its corresponding retirees to the MERS System.
6. Closed Session. Consider holding a closed session at the conclusion of the second session of Citizen Comments and Questions to conduct the City Manager's annual evaluation at the request of the employee and in compliance with MCL 15.268(a).

### **COMMUNICATIONS**

1. Brad A. Barrett, Finance Director. Financial Report – March 2023.
2. Tanya S. Buckelew, Planning & Building Director. April 2023 Building Department Report.
3. Tanya S. Buckelew, Planning & Building Director. April 2023 Code Violations Report.
4. Tanya S. Buckelew, Planning & Building Director. April 2023 Inspections Report.
5. Tanya S. Buckelew, Planning & Building Director. April 2023 Certificates Issued Report.
6. Kevin D. Lenkart, Public Safety Director. April 2023 Police Report.
7. Kevin D. Lenkart, Public Safety Director. April 2023 Fire Report.
8. Downtown Historic District Commission. Minutes of April 19, 2023.
9. WWTP Review Board. Minutes of April 25, 2023.
10. Parks & Recreation Commission. Minutes of April 26, 2023.

### **CITIZEN COMMENTS AND QUESTIONS**

**CLOSED SESSION** (if approved)

### **NEXT MEETING**

Monday, June 05, 2023

### **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2024  
Building Board of Appeals – Alternate - term expires June 30, 2025  
Zoning Board of Appeals – Alternate – term expires June 30, 2024  
Zoning Board of Appeals – Alternate – term expires June 30, 2025

## **ADJOURNMENT**

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



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

The Owosso City Council will conduct an in-person meeting on May 15, 2023. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL  
Monday, May 15, 2023  
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/89618958755?pwd=L1VCWEIPd0lhc2ZNcTJvQ2Y2UnZTZz09>
- **Meeting ID:** 896 1895 8755
- **Password:** 714314
- **One tap mobile**

+13052241968,,89618958755#,,,,\*714314# US

+13092053325,,89618958755#,,,,\*714314# US

**Dial by your location**

+1 312 626 6799 US (Chicago)  
+1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 346 248 7799 US (Houston)  
+1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma)

- **For video instructions visit:**
  - o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>
  - o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>
  - o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>
- **Helpful notes for participants:** [Helpful Hints](#)
- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on May 15, 2023 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us). Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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**CITY OF OWOSSO  
REGULAR MEETING OF THE CITY COUNCIL  
MINUTES OF MAY 1, 2023  
7:30 P.M.  
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

**PRESIDING OFFICER:** MAYOR ROBERT J. TEICH, JR.

**OPENING PRAYER:** PASTOR BRUCE NOBLE  
OWOSSO CHURCH OF GOD - SEVENTH DAY

**PLEDGE OF ALLEGIANCE:** MICHAEL ECKMYRE, QUARTERMASTER/ADJUTANT  
VFW POST 9455

**PRESENT:** Mayor Robert J. Teich, Jr., Mayor Pro-Tem Susan J. Osika,  
Councilmembers Janae L. Fear, Daniel A. Law, Emily S. Olson and  
Nicholas L. Pidek.

**ABSENT:** Councilmember Jerome C. Haber.

**APPROVE AGENDA**

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

**SPECIAL PRESENTATIONS:**

1. Buddy Poppy Sale.

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

**APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 17, 2023**

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of April 17, 2023 as presented.

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

**PROCLAMATIONS / SPECIAL PRESENTATIONS**

**Buddy Poppy Sale**

Mike Eckmyre, Quartermaster/Adjutant of VFW Post 9455, was present on behalf of the Post's Buddy Poppy Queen for the ceremonial first sale of the season to the Mayor, who detailed the tradition of the City Mayor purchasing the first Buddy Poppy of the season. It was noted proceeds from the sale of the Buddy Poppy benefit disabled and needy Veterans as well as various programs provided by the Veteran's Administration.

**PUBLIC HEARINGS**

**2023-2024 Proposed Budget**

A Public Hearing was conducted pursuant to Chapter 8 of the City Charter to receive citizen comment regarding the proposed 2023-2024 City Budget.

There were no citizen comments regarding the proposed budget received prior to, or during the meeting. The budget will be considered for adoption at the May 15, 2023 Council meeting.

### **Ordinance Amendment – Chapter 28, Taxation**

City Manager Nathan R. Henne explained the proposed ordinance amendment comprised of two components. One would bring continuity to the billing of all City taxes and the other would establish legal compliance with state law regarding the interest charged on late taxes. He went on to detail the amendments in greater detail, saying the City currently collects a 1% administration fee on all non-City millages but does not spread the charge to all City millages. According to state law, the fee must be applied to all millages appearing on the tax bill or none of them. Should Council approve the proposed amendment, residents would see an increase in their summer tax bill of approximately 5.5%.

City Manager Henne noted that the second component involves the interest charged on taxes that are paid after the due date. State law clearly defines the amount of interest that should be charged and when it should be charged, and the City's ordinance currently is not in step with either requirement. In order to bring the ordinance into compliance with the law, interest should be charged on the first of each month subsequent to the due date at the rate of 1% for up to six months or until the taxes are paid or turned over to the County as delinquent.

A public hearing was conducted to receive citizen comment regarding the proposed amendments to Sec. 32-1, Taxes and collection charges, of Article I, *In General*, of Chapter 28, Taxation, of the Code of Ordinances.

The following people commented regarding the proposed amendments:

Tom Manke, 2910 West M-21, feels this Council raises taxes each meeting and is out to get people, constantly asking for more money.

Joseph Moore, 304 Michigan Avenue, inquired what this money will be spent on and if it will be spent to improve the streets.

Bruce Noble, 215 Cass Street, said he appreciates the City's desire to comply with the law and inquired if everyone pays the same administration fee.

Mike Martin, 915 East King Street, spoke about issues with street repair and suggested the City install more brick streets similar to Michigan Avenue as they seem to hold up well.

Patricia VanLuyen, 6143 Pittsburg Road, suggested using the revenue to develop amenities like green space, Farmers' Markets, and neighborhood lighting to draw people like her own children back to live in the community.

Councilmember Olson inquired where the extra revenue will be allocated. City Treasurer Katherine R. Fagan indicated all funds raised by the administration fee would be used to defer the costs incurred in the assessing of property values, in collecting property tax levies, and in the review and appeal processes, as required by law. She went on to note that she had reached out to numerous jurisdictions within the state and all of them indicated they were charging this administration fee.

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

### **ORDINANCE NO. 838**

### **APPROVING AMENDMENT TO CHAPTER 32, TAXATION, OF THE CODE OF ORDINANCES TO BRING THE ORDINANCE INTO COMPLIANCE WITH STATE LAW**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has an ordinance that establishes the parameters for the collection of City taxes; and

WHEREAS, the ordinance has become outdated and must be amended to bring it into compliance with the General Property Tax Act, Act 206 of 1893, as amended; and

WHEREAS, the City Council held a public hearing on May 1, 2023, heard all interested persons, and deliberated on the proposed ordinance amendments.

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

SECTION 1. AMENDMENT. That Chapter 32, Taxation, Article I, *In General*, Sec. 32-1, Taxes and collection charges, shall read as follows:

**Sec. 32-1. — Taxes and collection charges.**

- (a) City taxes, assessments and charges due and payable July 1 that are paid on or before August 31 shall be collected by the city treasurer without additional charge. There shall be added to such taxes, assessments and charges not paid collection charges of one (1) percent on the first day of September and one (1) percent on the first day of each succeeding month thereafter until the closing of the city tax roll, when turned over delinquent to County Treasurer. The collection charge herein provided shall be a lien against the property to which the taxes themselves apply, collectible in the same manner as the taxes to which they are added. City taxes, assessments and charges unpaid at the closing of the city tax roll shall be noted on the billing for the December tax roll upon which the county and school taxes are collected.
- (b) Taxes, assessments and charges on the December tax roll paid on or before February 14 of the succeeding year shall be collected by the city treasurer without additional charge. There shall be added to such taxes, assessments and charges not paid and city taxes, assessments and charges remaining unpaid an additional three (3) percent collection charge until the end of February.
- (c) The City imposes for the years 2023 and thereafter a property tax administration fee of one percent of the property tax.
- (d) The City Treasurer is hereby directed to collect the one percent property tax administration fee hereby authorized.

SECTION 2. SEVERABILITY. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

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

SECTION 4. EFFECTIVE DATE. This amendment shall become effective May 22, 2023.

Motion supported by Councilmember Olson.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Haber.

## **CITIZEN COMMENTS AND QUESTIONS**

Jeff Turner, 204 Oakwood Avenue, inquired about a burned-out house and code enforcement issues in his neighborhood. He reminded Council that families from out of town that attend football games and baseball tournaments are seeing this blight as their first impression of the City.

Tom Manke, 2910 West M-21, announced the 59<sup>th</sup> Annual Prayer Breakfast will take place at the Z Hall on May 4, 2023. He also noted the Original Owosso Farm Market will begin on May 6, 2023 in the Harbor Freight parking lot.

Joseph Moore, 304 Michigan Avenue, inquired if the City would have incurred a penalty if changes to the ordinance governing tax collection had not been made.

Mike Martin, 915 East King Street, requested extra enforcement of the speed limit in the East King Street area.

In response to Mr. Turner's inquiry, City Manager Henne noted the County land bank has been awarded monies for blight removal and the house at 1404 Chipman Street has been recommended for funding and the City is working with property owners at 326 Dewey Street.

Councilmember Fear noted code enforcement is complaint-based and complaints can be submitted via the website or phone.

Councilmember Pidek noted that the City had first right of refusal for the Dewey Street property and is satisfied they refused. He also noted there are technological resources available to make code enforcement more efficient.

## **CONSENT AGENDA**

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

**Set Public Hearing – FY2024 DWSRF Project Plan Amendment.** Set a public hearing for Monday, May 15, 2023 to receive citizen comment regarding the proposed amendments to the Drinking Water State Revolving Fund (DWSRF) Project Plan for the 2024 fiscal year as follows:

### **RESOLUTION NO. 69-2023**

#### **SETTING A PUBLIC HEARING TO RECEIVE CITIZEN COMMENT REGARDING THE DWSRF PROJECT PLAN AMENDMENT TO REPLACE AGING INFRASTRUCTURE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has been working to detail the next phase of infrastructure improvements at the Water Treatment Plant and the water distribution system for the 2024 fiscal year; and

WHEREAS, these improvements are required to comply with regulatory requirements and to increase the reliability of service to residents and customers, and

WHEREAS, changes in the economic environment and circumstances on the ground have necessitated an amendment to the original 2019 project plan; and

WHEREAS, a project plan amendment has been developed, updating the schedule for the replacement of water mains and lead service lines, introducing new WTP upgrades, and amending design/construction engineering plans, with an estimated cost of \$3,498,970.00; and

WHEREAS, the City is seeking funding for this phase of the project from EGLE's Drinking Water State Revolving Fund (DWSRF); and

WHEREAS, the DWSRF program requires that a hearing be held to receive public comment regarding the proposed project plan amendment.

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

FIRST: as required by EGLE's Drinking Water State Revolving Fund program, a public hearing is set for Monday, May 15, 2023 at 7:30 p.m. in the City Hall Council Chambers to review proposed amendments to the City's DWSRF Project Plan for FY2024, including new upgrades at the WTP and changes to the project schedule and estimated costs.

**Set Public Hearing – OPRA District– 902 West Main Street.** Set a public hearing for Monday, June 5, 2023 to receive citizen comment regarding the application from DBMA Owosso, LLC to establish an Obsolete Property Rehabilitation District for the property located at 902 West Main Street as follows:

#### **RESOLUTION NO. 70-2023**

#### **SETTING PUBLIC HEARING TO CONSIDER ESTABLISHING AN OBSOLETE PROPERTY REHABILITATION DISTRICT FOR THE PROPERTY COMMONLY KNOWN AS 902 WEST MAIN STREET**

WHEREAS, a request was received April 4, 2023 for an Obsolete Property Rehabilitation Act (OPRA) tax exemption from DBMA Owosso, LLC, owners of the property at 902 West Main Street; and

WHEREAS, PA 146 of 2000 requires that a property must be located in an established Obsolete Property Rehabilitation District to be eligible for an exemption; and

WHEREAS, PA 146 of 2000 further requires that a public hearing must be held and notice of said hearing provided prior to the establishment of an OPRA District.

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

FIRST: a public hearing is called for Monday, June 5, 2023 at or about 7:30 p.m. in the City Hall Council Chambers for the purpose of hearing comments from those within the proposed district, and any other resident or taxpayer, of the City of Owosso.

SECOND: the City Clerk gives the notifications required by law.

THIRD: the City staff is directed to investigate and determine if the qualifications of the act are satisfied and report findings at the hearing.

**Master Plan Implementation Goals: 1.9, 3.21, 4.14**

**Longest Table Fundraiser Traffic Control Order.** Approve application of Kelleigh Tanton, Executive Director of the Lebowsky Center, for a street closure, as noted, on Saturday, June 17, 2023 from 2:00pm to 10:00pm for the Longest Table Fundraiser and authorize Traffic Control Order No. 1495 formalizing the request.

**Curwood Festival Traffic Control Order.** Authorize application from the Curwood Festival for use of various parking lots and streets from May 31, 2023 at 9:00 a.m. through June 5, 2023 at 6:00 a.m. for the annual Curwood Festival and further authorize Traffic Control Order No. 1496 formalizing the action.

**Master Plan Implementation Goals: 4.2, 4.6, 5.9, 5.12**

**The Shi-Tri 2023 Traffic Control Order.** Approve request from Fitness Coliseum and the Friends of the Shiawassee River for use of various parking lots and streets from Saturday, May 20, 2023 at 8:00am through 2:00pm Sunday, May 21, 2023 for The Shi-Tri, and approve Traffic Control Order No. 1497 formalizing the action.

Master Plan Implementation Goals: 1.17, 4.2, 4.6, 5.9, 5.12

**Change Order - 2023 Water Service Line Identification Project.** Approve Change Order No. 1 to the contract with Monchilov Sewer Service LLC for the 2023 Water Service Line Identification Project increasing the contract \$91,652.50 for the investigation of 160 additional addresses, funded as part of the City's Drinking Water Asset Management Grant (DWAM) and further approve payment to the contractor up to the contract amount, including Change Order No. 1, upon satisfactory completion of the project or portion thereof as follows:

#### **RESOLUTION NO. 71-2023**

#### **AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND MONCHILOV SEWER SERVICE LLC FOR THE 2023 WATER SERVICE LINE IDENTIFICATION PROJECT**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, approved a contract with Monchilov Sewer Service LLC, on March 20, 2023 for the 2023 Water Service Line Identification Project as part of the Drinking Water Asset Management (DWAM) grant through the Michigan Department of Environment, Great Lakes, and Energy; and

WHEREAS, the bids for the project came in lower than the DWAM grant estimate so additional water service lines can be added to the contract for identification as part of the DWAM grant; and

WHEREAS, Monchilov Sewer Service LLC has agreed to identify the additional water service lines and a change order is necessary to increase the contract amount.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to amend the 2023 Water Service Line Identification Project contract with Monchilov Sewer Service LLC to increase the contract amount to identify additional water service lines.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 1 in the amount of \$91,652.50; an increase to the Contract for Services between the City of Owosso and Monchilov Sewer Service LLC, revising the total current contract amount from \$163,791.50 to \$255,444.00.
- THIRD: The accounts payable department is authorized to pay Monchilov Sewer Service LLC for work satisfactorily completed up to the revised contract amount of \$255,444.00.
- FOURTH: The above expenses shall be paid from Water Fund Account No. 591-552-818.000-DWAMEGLE21.

Master Plan Implementation Goals: 3.4

**Change Order – DWAM Grant - Engineering Services Agreement.** Approve Change Order No. 1 to the DWAM Grant - Engineering Services Agreement with OHM Advisors for the provision of additional

administrative services for an additional 160 addresses in the amount of \$24,500 and authorize payment up to the contract amount plus Change Order No. 1 upon satisfactory completion of the work or portion thereof as follows:

**RESOLUTION NO. 72-2023**

**AUTHORIZING CHANGE ORDER NO. 1 TO THE DRINKING WATER ASSET MANAGEMENT (DWAM)  
GRANT – ENGINEERING SERVICES CONTRACT  
WITH ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, authorized the Drinking Water Asset Management (DWAM) Grant – Engineering Services Contract with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors on January 18, 2022; and

WHEREAS, bids for the original scope of work came in well under budget, leaving thousands of dollars on the table; and

WHEREAS, a request was developed to add an additional 160 addresses to the contract in order to fully utilize the funds awarded by the DWAM Grant; and

WHEREAS, OHM Advisors has submitted a proposal in the amount of \$24,500.00 it has been determined that the scope of additional administrative services is acceptable and approval is recommended.

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to approve Change Order No. 1 to the Drinking Water Asset Management (DWAM) Grant – Engineering Services Contract with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors, to include administrative services for an additional 160 addresses.

SECOND: the Mayor and City Clerk are instructed and authorized to sign Change Order #1 to the DWAM Grant – Engineering Services Contract, between the City of Owosso, Michigan and Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors, substantially in the form attached, in an amount not to exceed \$24,500.00.

THIRD: the accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$145,310.00 for said services.

FOURTH: the above additional services in the amount of \$24,500.00 shall be paid from the Water Funds Accounts 591-901-972.100 upon satisfactory completion of the work or portion thereof, to be reimbursed by the DWAM Grant.

**Professional Services Agreement – Audit Services.** Approve an agreement with Berthiaume & Co. CPAS to provide independent financial audits of the city and its component units for fiscal years ending June 30, 2023 through June 30, 2025, with an option to extend the contract for two additional years, at a cost not to exceed \$30,800.00 for the first year as follows:

**RESOLUTION NO. 73-2023**

**AUTHORIZING A MULTI-YEAR SERVICE AGREEMENT WITH  
BERTHIAUME & CO. CPAS FOR AUDITING SERVICES  
FOR FISCAL YEARS ENDING JUNE 30, 2023 THROUGH JUNE 30, 2025**



WHEREAS, the City of Owosso, Michigan is required to have an independent audit performed annually according to the Government Accounting Standards Board, American Institute of Certified Public Accountants, Government Accountability Office and the State of Michigan; and

WHEREAS, the City of Owosso Charter states an independent audit shall be made of all accounts of the city government at the close of each fiscal year (section 8.14); and

WHEREAS, obtaining the services of a certified public accountant is necessary to prepare the audit of the financial statements and it is hereby determined that Berthiaume & Co. CPAS of Saginaw, Michigan are qualified to provide such services.

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

- FIRST: the City of Owosso has heretofore determined that engaging Berthiaume & Co. CPAS, is advisable and necessary, to conduct and prepare an audit of the basic financial statements and single audit for the City of Owosso, Michigan;
- SECOND: the service agreement for fiscal years ending June 30, 2023 through June 30, 2025, with the option for two additional years, between the City of Owosso and Berthiaume & Co. CPAS, is hereby approved; and
- THIRD: the Mayor and City Clerk are hereby instructed and authorized to sign a Professional Services Agreement, substantially in the form attached, for the City of Owosso.
- FOURTH: the Accounts Payable Department is authorized to submit annual payments according to the submitted auditing proposal and as indicated below from various funds being audited:

Year 1 ending June 30, 2023	\$30,800
Year 2 ending June 30, 2024	\$29,050
Year 3 ending June 30, 2025	\$30,350
Year 4 ending June 30, 2026	\$31,715 <i>(optional)</i>
Year 5 ending June 30, 2027	\$33,135 <i>(optional)</i>

**Bid Award – 2023 Sewer Televising Project.** Approve bid award to Rogue Industrial Services, LLC for the 2023 Sewer Televising Project in the amount of \$24,852.50, plus contingency in the amount of \$10,000.00 with written consent, and further approve payment to the contractor upon satisfactory completion of the project as follows:

#### **RESOLUTION NO. 74-2023**

#### **AUTHORIZING AWARD OF THE 2023 SEWER TELEVISION PROJECT TO ROGUE INDUSTRIAL SERVICES, LLC OF BLOOMFIELD HILLS, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has assembled a list of problem segments of sanitary and storm sewer on various streets in the City which require televising to determine the proper course of action to restore them to full service; and

WHEREAS, the City of Owosso sought bids for the televising of these segments of sanitary and storm sewer as part of the 2023 Sewer Televising Project, and the low responsive and responsible bid was received from Rogue Industrial Services, LLC in the amount of \$24,852.50; and

WHEREAS, Rogue Industrial Services, LLC is hereby determined to be qualified to provide such services.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to employ Rogue Industrial Services, LLC to televise segments of the sanitary and storm sewer as part of the 2023 Sewer Televising Project.
- 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 Rogue Industrial Services, LLC in the amount of \$24,852.50.
- THIRD: the Accounts Payable department is authorized to pay Rogue Industrial Services, LLC for work satisfactorily completed on the project up to the initial contact amount of \$24,852.50, plus a contingency in the amount of \$10,000.00 to be utilized only upon prior written approval, for a total of \$34,852.50.
- FOURTH: the above expenses shall be paid from the FY2022-2023 Major and Local Street Maintenance Funds accounts 202-463-818.000 and 203-463-818.000 in the amount of \$8,871.25 each, Sewer Account No. 590-549-818.000 in the amount of \$7,110.00, and other funds as appropriate.

**Master Plan Implementation Goals: 3.4**

**Purchase Authorization – MMRMA Insurance.** Authorize the purchase of general liability, property and auto insurance policies with the Michigan Municipal Risk Management Authority (MMRMA) for the coverage period from July 1, 2023 to July 1, 2024 to in the amount of \$284,215.00, and further authorize payment up to the total premium amount for the coverage period as follows:

**RESOLUTION NO. 75-2023**

**AUTHORIZING PAYMENT OF ANNUAL INSURANCE PREMIUM WITH  
MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY (MMRMA)**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has been a member of Michigan Municipal Risk Management Authority since September 1, 1986; and

WHEREAS, Michigan Municipal Risk Management Authority was created by authority granted by the laws of the State of Michigan to provide risk financing and risk management services to eligible Michigan local governments; and

WHEREAS, the City of Owosso will be provided general liability, auto and property insurance coverage for a period of July 1, 2023 to July 1, 2024 by MMRMA; and

WHEREAS, cooperative purchasing is an exception to competitive bidding per Section 2-345 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: it has heretofore determined that it is advisable, necessary and in the public interest to remain a member of and seek annual liability, property and auto insurance coverage from Michigan Municipal Risk Management Authority.
- SECOND: the Finance Director is instructed and authorized to sign the document substantially in the form attached as the coverage proposal and addendum between the City of Owosso and Michigan Municipal Risk Management Authority.

THIRD: the accounts payable department is authorized to pay Michigan Municipal Risk Management Authority premium for annual coverage estimated at \$284,215.00.

FOURTH: the above expense shall be paid from various funds as outlined in the approved FYE 6-30-2024 budget as identified under the account code 810.000 – Insurance & Bonds.

**Warrant No. 628.** Authorize Warrant No. 628 as follows:

Vendor	Description	Fund	Amount
Waste Management	Service Period 04-01-2023 to 04-15-2023	WWTP	\$10,848.16

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Haber.

### **ITEMS OF BUSINESS**

#### **Burning Brush at Aiken Road Brush Site**

City Manager Henne and Public Utilities Director Ryan E. Suchanek detailed the rising costs for grinding brush as well as the increase in the amount of brush being collected and dropped off at the Aiken Road Site, prompting this possible solution. The proposed controlled burns would be supervised by the DPW in cooperation with the Fire Department, using the State of Michigan Fire Marshal guidelines to govern procedures. This request is for one season only and applies to only excess brush. The City will continue to pursue grinding the brush as its primary means of disposal.

Mayor Pro-Tem Osika inquired how many days would be required to complete the burn. Director Suchanek estimated several days for each burn. Councilmember Olson inquired about cost savings. The City is estimated to save between \$30,000 - \$40,000 using this method. The timing of the burns will be weather dependent, and are anticipated to be completed within the next month, if possible.

Motion by Councilmember Olson to grant permission to hold a series of controlled burns of brush at the City-owned Aiken Road Brush Site as follows:

### **RESOLUTION NO. 76-2023**

#### **APPROVAL OF THE BURNING OF BRUSH AT THE CITY-OWNED AIKEN ROAD BRUSH SITE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has seen a massive influx of brush at the City's Aiken Road Brush Site; and

WHEREAS, this brush needs to be managed and handled with limited funding; and

WHEREAS, staff is seeking permission to hold a series of controlled burns at the City's Aiken Road Brush Site, away from residents, as a means of cost effectively disposing of excess brush.

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 hold a series of controlled burns at the City-owned Aiken Road Brush Site with guidance from the Owosso Fire Department.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Haber.

### **Planning Commission Bylaws Amendments**

Motion by Councilmember Law to approve the amended Owosso Planning Commission Bylaws to comply with the Zoning Enabling Act as follows:

#### **RESOLUTION NO. 77-2023**

#### **ADOPTING THE AMENDED BYLAWS OF THE CITY OF OWOSSO PLANNING COMMISSION**

WHEREAS, the City of Owosso Planning Commission is a public body which is responsible for holding its own meetings in accordance with the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended; and

WHEREAS, the members of the Planning Commission have amended the bylaws governing the operation of the Commission and are submitting them to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED that the Owosso City Council hereby approves the bylaws of the City of Owosso Planning Commission as follows, such bylaws to be effective immediately:

#### **BYLAWS CITY OF OWOSSO, MICHIGAN PLANNING COMMISSION**

##### **ARTICLE I. Purpose**

The purpose of the City Planning Commission shall be to oversee the orderly growth of the City, to perform the functions of a Planning Commission as set forth in the City of Owosso Zoning Ordinance, Chapter 38 of the Owosso City Code, Public Act No. 33 of 2008 and Public Act 110 of 2006, as amended, to perform other duties assigned to it by the City Council from time to time.

##### **ARTICLE II. Membership**

Section 3.1 Membership: As provided in the state statute, the Board shall consist of nine (9) members. Two (2) members of the Board may be members of the Council other than the Mayor, as ex officio members, to be designated by the Council. One of the regular members of the Board shall be a member of the Zoning Board of Appeals and six (6) other persons who are not officers or employees of

the City, having the qualifications of elective officers set forth in the Charter and representing in so far as is possible different professions or occupations to be appointed by the Mayor, subject to the confirmation of the Council.

All ex officio members appointed under this subsection shall have full voting rights.

There shall be no compensation for a member of the planning commission, except that reasonable expenses may be allowed in case of necessity with prior approval of the city council.

Section 3.2 Term of Office: The term of each appointed member shall be three (3) years or until his or her successor takes office.

Section 3.3 Removal from Office: After a public hearing, a member other than the member selected by the legislative body may be removed by the mayor for inefficiency, neglect of duty, or malfeasance in office. The legislative body may for like cause remove the member selected by the legislative body.

#### ARTICLE IV. Officers

Section 4.1 A Chairperson, Vice-Chairperson and Secretary shall be elected by the Commissioners from their members at the first meeting of the commission for each fiscal year which begins July 1.

Section 4.2 If a vacancy shall occur for the Vice-Chairperson or Secretary, Planning Commissioners shall nominate and elect a member of the Commission to serve the remainder of the term of office.

Section 4.3 The Chairperson shall preside at all meetings of the Planning Commission and shall appoint all committees.

Section 4.4 The Vice-Chairperson shall assume the duties and authority of the Chairperson in his absence or incapacity. If the Chairperson resigns or is removed from the Planning Commission, the Vice-Chairperson shall assume the position of the Chairperson for the remainder of the Chairperson's term of office.

Section 4.5 The Secretary shall keep the minutes and records, conduct correspondence and perform such other duties as may be assigned by the Chairperson.

#### ARTICLE V. Meetings

Section 5.1 The Planning Commission shall hold its regular monthly meetings in the City Council Chambers, located at 301 W. Main St., Owosso, Michigan on the fourth Monday of each month. All meetings shall begin at 6:30 p.m. and must end by 8:30 p.m., unless adjournment is postponed by action of the majority of the Commissioners present. Additional meetings may be scheduled on the city's annual calendar to reflect additional planning needs or conflicts with holidays and other meetings.

Section 5.2 Special meetings may be called by the Chairperson with prior notice to each Commissioner of the meeting's purpose and date; such notice must be made at least five (5) days in advance of the meeting.

Section 5.3 An agenda for each meeting shall be prepared at the direction of the Chairperson or his/her designee and sent to each Commissioner to be delivered in a predetermined format not later than four (4) days before the meeting. This agenda shall indicate any parcels of land for which any action of the Commission is contemplated.

Section 5.4 A quorum of five (5) Commissioners must be present to officially transact business at any regular or Special Meeting of the Commission. A simple majority of Commissioners present and constituting a quorum, shall decide all issues.

Section 5.5 Commissioner's attendance records shall be reviewed as needed with no less than one review completed in each calendar year. The Chairman or his/her designees shall prepare a report, said report to be submitted to the Mayor and Commissioners. Action may be taken in accordance with state statute if attendance or duty becomes an issue of concern for the Chairman or the Mayor and City Council.

Section 5.6 Parliamentary procedure at all meetings of the Commission shall generally be in accordance with the Robert's Rules of Order.

Section 5.7 Order of Business. The secretary or the designate shall prepare an agenda for each meeting and the order of business therein shall be as follows:

Call to order.

Roll call.

Approval of agenda.

Approval of minutes from previous meeting.

Election of officers, if necessary.

Public comments (not related to an agenda item).

Public hearings. The Chair will declare a public hearing open and state its purpose.

2) The Planning and Building Director and/or the City Planner present the petitioner's request and factual information concerning the general location area of the case and section of the zoning ordinance that pertain to the petition for rezoning.

3) The applicant, through himself or his agent, may present his case, including presenting witnesses on his behalf. No time limit will be imposed on the petitioner.

The Chair will then open the floor to public comments or questions. Based on nature of the hearing or number of those in attendance, the Chair may allow comments freely or direct an orderly approach through any means that expands the ability of all who are interested in expressing their opinion or asking questions.

Comments Out of Order. The Chair shall rule out of order: any irrelevant remarks, which are personal about another's race, religion, sex, physical condition, ethnic background, beliefs, or similar topics; profanity; or any other remarks which are not pertinent to the petition.

Rebuttal. Anyone may ask the Chair questions on presentations or information given at this hearing. The Chair will seek an answer to this question. No discussion shall take place between any two or more people except between the Chair and the individual who has the floor.

Close the public hearing. At this point all public participation on the issue ends.

Members of the Planning Commission may question or request clarification with any interested party on any matter related to the case.

Business section of case

Discussion: Commissioners review facts based on all information presented. Discussion continues until a member is confident enough to propose a motion that includes a "finding of fact" with those conclusions that are reached. The findings of fact, at a minimum shall answer the flowing questions as they may pertain to the petition:

What, if any, identifiable conditions related to the petition have changed which justify the petitioned change in zoning?

What are the precedents and the possible effects of such precedent which might result from the approval or denial of the petition?

What is the impact of the amendment on the ability of the City and other agencies to provide adequate public services and facilities that might reasonably be required in the future if the petition is approved?

Does the petitioned zoning change adversely affect the environmental conditions or value of the surrounding property?

Does the petitioned zoning change generally comply with adopted Future Master Plan for the City of Owosso?

Motion is proposed on the findings of facts. (Recess option – see Section 5.8) Support of the motion is required.

Discussion on the motion.

Action on the motion.

Site plan reviews. The Planning Commission shall consider site plan reviews after all public hearings and associated actions on those hearings. If members of the public other than the applicant for the site plan review are in attendance, those persons may approach the Commission as provided for in the public hearing format. The Commission and Planning Director shall also follow their respective roles to maintain order during the meeting. The motion to pass on a site plan review must make a finding of conformance to all city ordinances and may attach conditions as provided for in the zoning ordinance. A site plan review may be postponed for cause without the necessity of public posting as required in a public hearing format.

Items of business. This section of the meeting shall consider all items unrelated to elections, rezoning petitions, and site plan reviews.

Commissioner/Citizen comments.

Adjournment.

Section 5.8 Recesses. The Members, through a motion and support may recess a public hearing or a decision on an action of a petition for the lack of sufficient information, insufficient time to consider all viewpoints on a petition, the necessity for a site visit, or elapsed time of the meeting (see Section 5.1). For a recess to be in order, the time, day, month, date, year and location to reconvene shall be stated as part of the action to recess. If a meeting and/or public hearing reconvenes over 36 hours after the action to recess, the reconvened meeting shall be posted at least 18 hours before the time of the reconvened meeting. Upon reconvening a roll call shall be taken as the first order of business.

## ARTICLE VI. General Provisions

Section 6.1 Ethical Principles for Public Planning Officials: The following statement of ethics applies to the practices of Owosso public planning officials.

Serve the Public Interest. The primary obligation of planners and public planning officials is to serve the public interest.

Support Citizen Participation in Planning. Because the definition of the public interest is continuously modified, the planner and public planning official must recognize the right of citizens to influence planning decisions that affect their well-being. They should advocate a forum for meaningful citizen participation and expression in the planning process and assist in the clarification of community goals, objectives, and policies in plan-making.

Recognize the Comprehensive and Long-range Nature of Planning Decisions. The planner and public planning official must recognize and have special concern for the comprehensive and long-range nature of planning decisions. The planner and official must balance and integrate physical (including historical, cultural, and natural), economic, and social characteristics of the community or area affected by those decisions. The planner and official must continuously gather and consider all relevant facts, alternatives,

and means of accomplishing them. The planner and official should explicitly evaluate all consequences before making a recommendation or decision.

**Expand Choice and Opportunity for All Persons.** The planner and public planning official must strive to expand choice and opportunity for all persons, recognize a special responsibility to plan for the needs of disadvantaged people, and urge changing policies, institutions, and decisions that restrict their choices and opportunities.

**Facilitate Coordination Through the Planning Process.** The planner and public planning official must facilitate coordination. The planning process should enable all those concerned with an issue to learn what other participants are doing, thus permitting coordination of activities and efforts and accommodation of interest. The planner and official must ensure that individuals and public and private agencies possibly affected by a prospective planning decision receive adequate information far enough in advance of the decision.

**Avoid Conflict of Interest.** To avoid conflict of interest and even the appearance of impropriety, the public planning official who may receive some private benefit from a public planning decision must not participate in that decision. The private benefit may be direct or indirect, create a material personal gain, or provide an advantage to relations, friends, groups, or associations that hold a significant share of the official's loyalty. An official with a conflict of interest must make that interest public, abstain from voting on the matter, and leave any chamber in which such deliberations are to take place. The official must not discuss the matter privately with any other official voting on the matter.

**Render Thorough and Diligent Planning Service.** The planner and public planning official must render thorough and diligent planning service. Should the planner or official believe s/he can no longer render such service in a thorough and diligent manner, s/he should resign from the position. If the official has not sufficiently reviewed relevant facts and advice affecting a public planning decision, the official must not participate in that decision.

**Not Seek or Offer Favors.** The public sector planner and public planning official must seek no favor. The planner and official must not directly or indirectly solicit any gift or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be reasonably inferred that the gift was intended or could reasonably be of their duties or was intended as a reward for any recommendation or decision on their part.

**Not Disclose or Improperly Use Confidential Information for Financial Gain.** The planner and public planning official must not disclose or improperly use confidential information for financial gain. The planner and official must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest. Exceptions to this requirement of non-disclosure may be made only when (a) required by process of law, or (b) required to prevent a clear violation of law, or (c) required to prevent substantial injury to the public. Disclosure pursuant to (b) and (c) must not be made until after the planner or official has verified the facts and issues involved, has exhausted efforts to obtain reconsideration of the matter and has sought separate opinions on the issue from other planners or officials.

**Ensure Access to Public Planning Reports and Studies on an Equal Basis.** The public planning official must ensure that reports and records of the public planning body are open equally to all members of the public. All non-confidential information available to the official must be made available in the same form to the public in a timely manner at reasonable or no cost.

**Ensure Full Disclosure at Public Hearings.** The public planning official must ensure that the presentation of information on behalf of any party to a planning question occurs only at the scheduled public hearing on the question, not in private, unofficially, or with other interested parties absent. The official must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.



Maintain Public Confidence. The public planning official must conduct himself/herself publicly so as to maintain public confidence in the public planning body, the official's unit of government, and the official's performance of the public trust.

Respect Professional Codes of Ethics and Conduct. The planner and public planning official must respect the professional codes of ethics and conduct established by the American Institute of Certified Planners (AICP) Commission and by several professions related to the practice of planning. Professional codes commonly establish standards of professional conduct and include provisions that protect the integrity of professional judgment and describe and professional's responsibility to the public, clients, employers, and colleagues.

#### ARTICLE VII. Adoption and Amendments

Section 7.1 These Bylaws are to be adopted by a simple majority of a quorum of the Commission at a regularly scheduled meeting of the Commission. The proposed Bylaws must be presented to the full membership at least five (5) days prior to the meeting when adoption is scheduled on the agenda. Amendments of the original Bylaws may take place at the meeting(s) of their original adoption; thereafter amendments must follow the procedures outlined in Section 7.2 herein.

Section 7.2 These Bylaws must be amended by a majority affirmative vote of the quorum of Commissioners present at a regular or special meeting of the Commission. Proposed amendments must be presented to all Commission members not later than five (5) days before the meeting of the Commission.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Haber.

#### **Amended Notice of Intent to Issue Revenue Bonds and Right to Referendum - CWSRF Project No. 5711-01**

Motion by Councilmember Pidek to approve the amended resolution of Notice of Intent to Issue Revenue Bonds and Right to Referendum thereof for the proposed issuance of bonds to finance 2023 CWSRF Project No. 5711-01 for the WWTP Nitrogen and Roughing Towers Replacement Project as follows:

#### **RESOLUTION NO. 78-2023**

#### **AUTHORIZING PUBLICATION OF AMENDED NOTICE OF INTENT TO ISSUE BONDS**

WHEREAS, the City of Owosso (the "City") proposes to issue its revenue bonds, in one or more series (the "Bonds") under Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), to finance improvements to the City's wastewater treatment system (the "System"), including without limitation, replacement of three treatment towers at the City's wastewater treatment plant and all other work, equipment, and site improvements necessary and incidental thereto (the "Project"); and

WHEREAS, the City Council adopted its Resolution Declaring Official Intent to Reimburse Project Expenditures with Bond Proceeds and Authorizing Publication of Notice of Intent to Issue Bonds at its regular meeting November 7, 2022 (the "Original Resolution"); and

WHEREAS, pursuant to Act 94 and the Original Resolution, on November 25, 2022, the City published its notice of intent to issue Bonds in the aggregate principal amount of \$15,600,000 (the "Original Notice") to finance a portion of the costs of the Project; and

WHEREAS, the City has determined in consultation with its engineers that the costs of the Project have increased; and

WHEREAS, an amended notice of intent to issue the Bonds (the "Amended Notice") must be published in order to increase the maximum principal amount of Bonds expected to be issued for the Project by an additional \$3,400,000 and to clarify the source of repayment of the Bonds to comply with the requirements of Section 33 of Act 94.

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

1. The project shall consist of the system improvements described in the preamble hereto.
2. The maximum aggregate principal amount of bonds expected to be issued for the project is \$19,000,000.
3. The city hereby reaffirms its official intent to issue the bonds to finance the costs of the project, and hereby reaffirms its expectation as announced in the original resolution to reimburse the city's advances to the project as described in the original resolution pursuant to the reimbursement regulations.
4. The bonds shall be authorized by proper proceedings subsequent to this resolution.
5. The clerk is hereby instructed to publish the following amended notice attached hereto as exhibit a once in a newspaper of general circulation in the city, which amended notice shall supersede and replace in its entirety the original notice.
6. Except as described in this resolution, all prior resolutions and parts of resolutions insofar as they may be in conflict with this resolution are hereby rescinded.

#### **EXHIBIT A**

##### **AMENDED NOTICE OF INTENT TO ISSUE BONDS BY THE CITY OF OWOSSO, MICHIGAN**

NOTICE IS HEREBY GIVEN, that the City of Owosso, Michigan, intends to issue revenue bonds, in one or more series, in the principal amount of not to exceed \$19,000,000 for the purpose of defraying the cost of improvements to the City's wastewater treatment system (the "System"), including without limitation, replacement of three treatment towers at the City's wastewater treatment plant and all other work, equipment, and site improvements necessary and incidental thereto, and to pay the costs of issuing the bonds and capitalized interest, if any.

The bonds will mature in not to exceed forty (40) years after the date of original issuance, and will bear interest from their date at a rate or rates to be determined at the time of sale thereof but in no event to exceed such rates as may be permitted by law.

The bonds will be issued under the provisions of Act 94, Public Acts of Michigan, 1933, as amended, and a resolution of the City Council and will be payable from the net revenues of the System

and any improvements, enlargements and extensions thereto, and a statutory lien on said revenues will be established by said resolution. The City of Owosso will covenant and agree 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 necessary expenses of operation, maintenance and administration of the System and of the principal of and interest on the bonds when due and to provide for such other expenditures and funds for the System as are required by the resolution authorizing the issuance of bonds. In addition, the bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City as well as by any other lawfully available funds of the City.

#### RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the City Council of the City of Owosso, to and for the benefit of the electors of the City of Owosso in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors in the City of Owosso, whichever is the lesser, shall have been filed with the undersigned City Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the City of Owosso qualified to vote and voting thereon at a general or special election.

#### FURTHER INFORMATION

Further information relative to the issuance of said bonds and the subject matter of this notice may be secured at the office of the City Clerk of the City of Owosso, 301 West Main Street, Owosso, Michigan 48867.

This notice is given pursuant to the provisions of Act 94, Public Acts of Michigan, 1933, as amended.

Amy K. Kirkland, CMC  
City Clerk  
City of Owosso

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Haber.

#### Proposed Discussion Period – City Council

City Manager Henne outlined the purpose for the proposed discussion period as an opportunity for Councilmembers to informally discuss agenda items or strategic planning. It will be open to the public, but have no citizen comment period, it will not be recorded, and no decisions, polls or motions will be permitted to remain in compliance with the Open Meetings Act. This implementation would fulfill a goal discussed during the Council's latest Strategic Planning sessions. Attendance at said discussion periods will not be mandatory but encouraged.

Councilmember Law expressed his concern that discussions about agenda items should be part of the official record. Councilmember Pidek suggested communication regarding these sessions be clear and concise when publicized.

Motion by Councilmember Olson to approve adding a 30-minute Council discussion period immediately preceding all regular City Council meetings beginning May 15, 2023 as follows:

**RESOLUTION NO. 79-2023**

**AMENDING THE MEETING TIME OF CITY COUNCIL  
TO INCLUDE A 7:00 P.M. DISCUSSION PERIOD**

WHEREAS, the Council of the City of Owosso, Shiawassee County, Michigan, held an organizational meeting on November 21, 2022 and established the meeting dates and times for the 2023 regular meeting schedule; and

WHEREAS, the Council resolved to meet at 7:30 p.m. for regular meetings of the City Council on the first and third Mondays of the month – subject to change due to federal holidays that require the occasional Tuesday meeting; and

WHEREAS, in 2022, the City Council received recommendation from its strategy session to begin holding informal workshops to discuss agenda items or any issue the Council wishes to discuss; and

WHEREAS, many cities utilize these informal discussion periods to ensure transparency and understanding of the issues they face; and

WHEREAS, these discussion periods will be open to the public but will not be recorded as part of the regular Council meeting.

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to add a 30-minute informal Council discussion period before every regular Council meeting beginning May 15, 2023.
- SECOND: these discussion periods will begin at 7:00 p.m. before said regular Council meeting.
- THIRD: these discussion periods will be open to the public but a public comment period will not be offered.
- FOURTH: these discussion periods will not be recorded in the minutes of the regular meeting.
- FIFTH: no decisions will be made by Council during these discussion periods. All formal decisions must be made on the record during the regular meeting that starts at 7:30 p.m. after the discussion period.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: Councilmember Law.

ABSENT: Councilmember Haber.

## **COMMUNICATIONS**

Ryan E. Suchanek, Director of Public Services & Utilities. 2022 Water Quality Report.  
Owosso Historical Commission. Minutes of April 10, 2023.  
Zoning Board of Appeals. Minutes of April 18, 2023.  
Owosso Planning Commission. Minutes of April 24, 2023.

## **CITIZEN COMMENTS AND QUESTIONS**

Tom Manke, 2910 West M-21, suggested the Argus Press could publish the information for the Council discussion period that was approved and he will disseminate the information to his readership.

Bruce Noble, 215 Cass Street, inquired as to the timing of the prayer with the addition of the new discussion period. It was noted that the timing of the prayer would remain unchanged.

Joseph Moore, 304 Michigan Avenue, suggested the wood from the Aiken Road site be utilized by residents to heat their homes and possibly make it into a fun, community event once a month.

## **NEXT MEETING**

Monday, May 15, 2023, 7:30 p.m.

## **BOARDS AND COMMISSIONS OPENINGS**

Building Board of Appeals – Alternate - term expires June 30, 2024  
Building Board of Appeals – Alternate - term expires June 30, 2025  
Zoning Board of Appeals – Alternate – term expires June 30, 2024  
Zoning Board of Appeals – Alternate – term expires June 30, 2025

## **ADJOURNMENT**

Motion by Councilmember Law for adjournment at 9:16 p.m.

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

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Robert J. Teich, Jr., Mayor

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Amy K. Kirkland, City Clerk



## MEMORANDUM

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

**DATE:** May 1, 2023

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

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

**SUBJECT:** Setting a Public Hearing for Drinking Water State Revolving Fund (DWSRF) Final Project Plan Amendment for Fiscal Year 2024

### RECOMMENDATION:

Setting a public hearing to receive citizen comment regarding the proposed amendments to the City's 2019 DWSRF Project Plan to replace aging infrastructure and to maintain a constant supply of quality drinking water, including new upgrades at the WTP and changes to the project schedule and estimated costs.

### BACKGROUND:

The City of Owosso will hold a public hearing on proposed improvements to replace aging infrastructure and plans to maintain a constant supply of quality drinking water, including the Water Treatment Plant and related infrastructure throughout the City, for the purpose of receiving comments from interested persons. The hearing will be held during the Owosso City Council meeting on Monday, May 15, 2023 starting at 7:30 P.M. in the City Hall Council Chambers, 301 West Main Street, Owosso, Michigan 48867.

The purpose of the project plan and the proposed amendment is to address necessary improvements to infrastructure to comply with regulatory requirements and increase reliability of service to residents and customers.

Total cost of the project plan and proposed amendment is estimated at \$3,498,970.00, to be paid from user charges during the 20 to 30 year life of the low interest loan. The project plan amendment will include: updates to the schedule for the replacement of water mains and lead service lines, introduction of new WTP upgrades, and amendment of design/construction engineering plans. The proposed project will occur within the WTP site and throughout the City in the 2024 fiscal year.

City staff has prepared required the project plan amendment for the State of Michigan in cooperation with EGLE regulatory guidelines.

**Attachment:** Resolution

**Submitted by:** Ryan E. Suchanek, Director of Public Services & Utilities

**RESOLUTION NO.**

**AUTHORIZING AMENDMENT NO. 2  
TO THE 2019 DWSRF PROJECT PLAN FOR WATER SYSTEM IMPROVEMENTS,  
ORIGINALLY APPROVED APRIL 15, 2019**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a DWSRF Project Plan for improvements to the City's water distribution, storage, & treatment facilities on April 15, 2019; and

WHEREAS, changes in the economic environment and circumstances on the ground have necessitated an amendment to the original 2019 project plan; and

WHEREAS, Amendment No. 2 to the Project Plan calls for, updates to the schedule for the replacement of water mains and lead service lines, the introduction of new Water Treatment Plant upgrades, and the amendment of design/construction engineering plans, with an updated estimated cost of \$3,498,970.00; and

WHEREAS, said Project Plan Amendment was presented at a Public Hearing held on May 15, 2023 and all public comments have been considered and addressed.

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

FIRST: Amendment No. 2 to the 2019 DWSRF Project Plan for water system improvements to replace aging infrastructure and to maintain a constant supply of quality drinking water is hereby approved and shall be implemented in the 2024 fiscal year as detailed in the attached City of Owosso Drinking Water Revolving Fund Project Plan – Amendment No. 2.

SECOND: the Director of Public Services & Utilities, a position currently held by Ryan E. Suchanek, shall continue as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan Amendment according to EGLE regulatory guidelines.

A high-speed photograph of a water droplet falling, creating a vertical splash that fills the background. The water is clear and the background is a soft, out-of-focus light blue.

# CITY OF OWOSSO

## DRINKING WATER REVOLVING FUND PROJECT PLAN

**AMENDMENT NO. 2**

May 15, 2023

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## **AMENDMENT NUMBER TWO**

2019 Drinking Water Revolving Fund Project Plan

City of Owosso, Michigan

Dated: May 2023

**Item #1: Add Filter Improvements to Table of Contents on Page i:**

**Analysis of Alternatives 13**

**Improve Distribution System Pressures and Reliability 13**

**Failing Water Storage Facilities 14**

**WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls, Communications Equipment and**

**Filter Improvements 15**

**Water Supply Wells 17**

**Principal Alternatives      19**

**Improve Distribution System Pressures and Reliability      19**

**Failing Water Storage Facilities 21**

**WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls, Communications Equipment and**

**Filter Improvements      23**

**Supply Wells      25**

**Selected Alternative      29**

**Improve Distribution System Pressures and Reliability Replace Water Mains with PVC      29**

**Repair Water Storage Facilities 30**

**WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls, Communications Equipment and**

**Filter Improvements      31**

**Supply Well Construction      32**

**Map Descriptions 33**

**Schedule for Design and Construction      34**

**Cost Estimate      36**

**User Costs Estimate      37**

**Environmental Evaluation      39**

**Item #2: Add the Following Items to the List of Appendices on Page iv of the Table of Contents:**

**M. Public Hearing – Amendment Number 2**

**a. Notice of Public Hearing**

**b. Attendance List**

**N. City of Owosso Council Resolution – Amendment Number 2**

**Item #3: Replace the following Title from Analysis of Alternatives – Section WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment on Page 9:**

WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment

With:

WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls, Communications Equipment, and Filter Improvements

**Item #4: Add Filter Improvements in Analysis of Alternatives – End of Section WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment on Page 17:**

## **Filter Improvements**

### **No Action**

The existing filters are beyond their useful life. The underdrain system shows evidence of failure in all filters. The surface wash is non-operable. Existing controls and control valves have reached the end of their useful life. Concrete cracks are present in the filter walls, especially the gullet wall. Paint is peeling off of the walls in the filter room. Filter Room HVAC is non-functional.

If the filters fail, the water filtration plant's system may not be able to process and maintain an acceptable level of reliable drinking water.

No action will result in loss of ability to control treatment equipment and water supply.

No action is not a principal option.

### **Optimal Performance of Existing Facilities**

There are no measures for optimal performance of the existing filters given that the existing media, gravel, sand, anthracite layers, and underdrain system are beyond their useful life.

Optimal performance of the existing facility is not a principal option.

### **Regional Alternative**

Connecting to a regional water supply such as the Genesee County Water System will not serve the immediate needs of the existing facility, which include replacing media, gravel, sand, anthracite layers, and the underdrain system that has well exceeded its useful remaining life.

A regional alternative is not a principal option.

## Filter Improvements

### *1. Replace Media in the Existing Four Gravity Filters*

### *2. Replace with New Support Gravel, Sand, and Anthracite Layers in Kind*

Depending on the replacement underdrain type selected, gravel may not be required, this allows for better performance with room for additional media.

### *3. Replace Filter Underdrain System*

Replace Filter Underdrain System with compatible Leopold Underdrains for the filters air and water distribution.

### *4. Upgrade to New Air Scour Piping*

Install new air scour piping as part of underdrain replacements, including two positive displacement blowers. Integration with backwash controls.

### *5. Address Cracks/Repairs in Filter*

### *6. Repaint Filter Room*

### *7. Replace nonfunctional filter room HVAC*

With new forced air warm weather air exchange and cold weather gas unit heater to protect room components and lengthen coatings life.

Performing the repairs/replacements/upgrades is the principal alternative.

**Item #5: Replace Table in Principal Alternatives – Section Improve Distribution System Pressures and Reliability-Subsection Monetary Evaluation on page 19**

Table 6 Water Main Material Cost Comparison		
	Alt 1 PVC	Alt 2 Ductile Iron
2020 Water Main	\$ 2,262,700.00	\$ 2,526,000.00
2021 Water Main	\$ -	\$ -
2022 Water Main	\$ 705,018.36	\$ 789,620.56
2023 Water Main	\$ 1,771,000.00	\$ 1,983,520.00
2024 Water Main	\$ 2,378,970.00	\$ 2,664,446.40
Total Cost	\$ 7,117,688.36	\$ 7,963,586.96

**Item #6: Replace the following Title from Principal Alternatives – Section WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment on Page 23:**

WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment

With:

WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls, Communications Equipment, and Filter Improvements

**Item #7: Replace the following paragraph from Principal Alternatives – Section WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment on Page 23:**

There are single alternatives for each of the three issues at the WTP:

- Upgrade to duplex backwash pumping system in existing location – this duplex skid can use traditional centrifugal pumps or dry-pit submersible pumps that would be protected in the event of a flood.
- Replace the highly corroded cast iron process piping, valves, fittings, and equipment with ductile iron piping, valves, and appurtenances.
- Combine the out of date SCADA systems in to a single, updated system for the WTP, supply wells, and water storage facilities.

With:

There are single alternatives for each of the four issues at the WTP:

- Upgrade to duplex backwash pumping system in existing location – this duplex skid can use traditional centrifugal pumps or dry-pit submersible pumps that would be protected in the event of a flood.
- Replace the highly corroded cast iron process piping, valves, fittings, and equipment with ductile iron piping, valves, and appurtenances.
- Combine the out of date SCADA systems in to a single, updated system for the WTP, supply wells, and water storage facilities.
- Replace the media in the existing four gravity filters. Replace in kind with new support gravel, sand, and anthracite layers. Replace filter underdrain system in kind. Install new air scour piping as part of underdrain replacements, including two positive displacement blowers. Address any crack/repairs observed in filter, especially gullet wall. Repaint filter room.



**Item #8: Replace Table in Principal Alternatives – Section WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment-Subsection Monetary Evaluation on page 23**

Table 8 Cost Opinion for Water Treatment Upgrades	
	Alternative 1
Backwash Pumps	\$ 406,300.00
High-Service Piping Replacement	\$ 414,400.00
Water System Controls (SCADA)	\$ 1,100,000.00
Filter Improvements	\$1,000,000.00
<b>Total</b>	<b>\$ 2,920,700.00</b>

**Item #9: Add the following paragraph to Selected Alternatives – Section WTP Failing Backwash Pump, Failing Process Piping, Obsolete Controls and Communications Equipment on Page 32:**

#### Filter Improvements

Replace the media in the existing four gravity filters. Replace in kind with new support gravel, sand, and anthracite layers. Replace filter underdrain system in kind. Install new air scour piping as part of underdrain replacements, including two positive displacement blowers. Address any crack/repairs observed in filter, especially gullet wall. Repaint filter room

Item #10: Replace Table in Selected Alternative – Section Cost Estimate on page 36

Year	Activity	Loan Amount
2020	Water Main Replacements 2020 WTP Upgrades and Repairs	\$ 4,382,300.00
2021	N/A	\$ -
2022	Water Main Replacement 2022 & LSLR Storage Repair	\$ 1,367,409.97
2023	Water Main Replacements 2023 & LSLR WTP Upgrades Supply Well Constructions	\$ 4,043,000.00
2024	Water Main Replacements 2024 & LSLR WTP Replacements/Repairs	\$ 3,498,970.00
Total		\$13,291,679.97

Item #11: Replace Table in Selected Alternative – Section User Cost Estimate on page 37

Description	DWRF Loan Amount	Quarterly Resident Payment Increase
Water Storage Repairs	\$ 662,391.61	\$ 0.99
Water Treatment Plant Improvements	\$ 3,294,400.00	\$ 4.94
Well Field Investigation and Construction	\$ 1,055,000.00	\$ 1.58
2020 Water Main Replacements	\$ 2,251,700.00	\$ 3.38
2021 Water Main Replacements	\$ -	\$ -
2022 Water Main Replacements	\$ 705,018.36	\$ 1.06
2023 Water Main Replacements	\$ 1,771,000.00	\$ 2.66
2024 Water Main Replacements	\$ 2,378,970.00	\$ 3.57
Total Loan Amount	\$ 12,118,479.97	
Total Quarterly increases over 5 years per REU		\$ 18.18

**Item #12: Add Section in Public Participation – The Formal Public Hearing AND Adoption of the Project Plan  
Amendment after page 45 (After The Formal Public Hearing for Amendment Number One)**

## **The Formal Public Hearing for Amendment Number Two**

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The formal public hearing was held on Monday, May 15<sup>th</sup>, 2023 at 7:30 P.M. in the City Hall Council Chambers, 301 West Main Street, Owosso, Michigan, 48667.

### **Public Hearing Advertisement**

The public hearing advertisement ran in The Argus-Press on Friday, May 5<sup>th</sup>, 2023. A copy of the advertisement and an affidavit confirming its publication is included in Appendix M.

### **Public Attendance List**

The names and addresses of the people who attended the public hearing are included and located in Appendix M.

### **Comments Received and Answered**

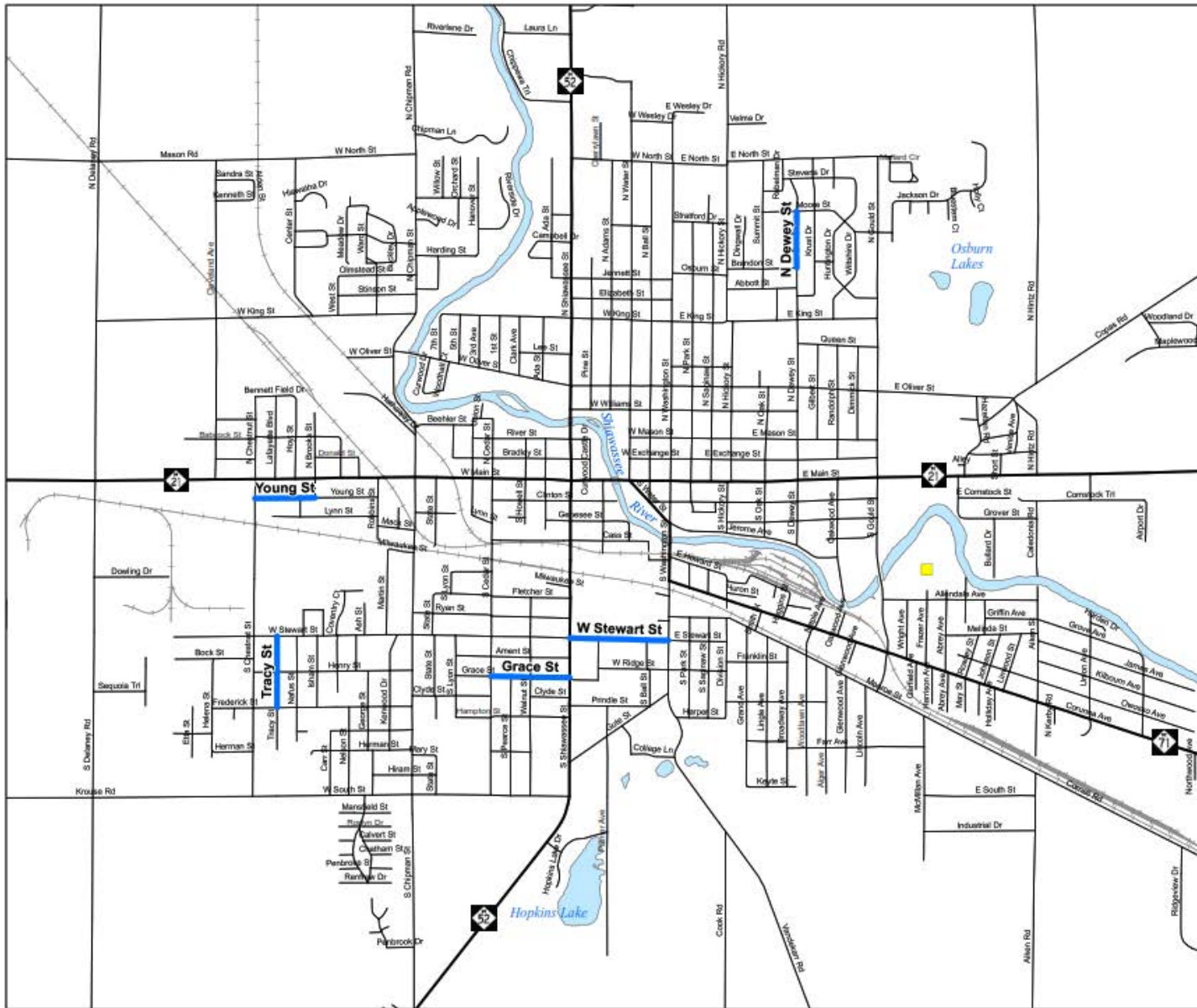
**XXX**

## Adoption of the Project Plan

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The City of Owosso **XXX** Resolution Number **XX**-2023: Adopting a Final Project Plan Amendment Number Two for Water System Improvements and Designating an Authorized Project Representative. This resolution is included in Appendix N and names Ryan E. Suchanek, Director of Public Services and Utilities as the Authorized Representative for all activities associated with this project plan.

Item #13: – Replace Map for 2024 Water Main Replacement – Appendix A. Maps – Figure 17



**Owosso DWSRF  
2024 Projects  
Figure 17**

■ Treatment Plant Upgrade  
■ 2024 Water Main Replacement



0 0.25 0.5 0.75 1  
Miles

Map compiled by  
City of Owosso Engineering Department  
GIS Office  
City of Owosso, MI  
4 May, 2023

**Item #14: Replace Appendix E. Water Main Replacement Summary with the Following:**

ID	Planned Replace ment Date	Location	From	To	Length (Feet)	Installation Date	Condition	Material	Existing Size (Inch)	New Size (Inch)	5 yr Break History	Reason for Work						
												Existing Pipe Age	Existing Pipe Material	Minimum Pipe Size Requiremen t	Existing pipe condition	Looping needed	Potential Shallow WM	Upsize to Improve Pressure/ Flow
1	2020	Cedar	South	Hampton	1319	1950s	Fair	Asbestos	6 & 12	12	1	x	x		x			x
2	2020	Summit	Abbott	Rubelman	1650	1950s		Cast Iron	6	8	0	x	x	x				x
4	2020	Clark	Oliver	King	970	1950s		Cast Iron	4 & 6	8	0	x	x	x				
6	2020	Cleveland	Chestnut	Brooks	1000	1950s & 1960s	Poor	Cast Iron	4	6	5	x	x	x	x		x	
7	2020	Lafayette	Main	Cleveland	600	1950s	Poor	Cast Iron	4	6	5	x	x	x	x			
8	2020	Robbins	Mack	South End	230	1950s	Poor	Galvanized Steel	2	6	0	x	x	x	x			
9	2020	Morris	Mack	North End	328	1950s	Poor	Galvanized Steel	2	6	0	x	x	x	x			
10	2020	North	Hickory	Gould	2981	1960s	Fair	Cast Iron	12"	12	5		x		x			
	2021	N/A	N/A	N/A														
3	2022	Center	King	North	2863		Poor	Cast Iron	6	8	4	x	x		x			
10	2023	North	Shiawassee	Hickory	2982	1960s	Fair	Cast Iron	8 & 12	12	5		x		x			
	2023	Lee St	Clark	Ada	400	1950s		Cast Iron	4	6	0	x	x	x				
11	2023	Clyde	Walnut	Shiawassee	600	1970s	Fair	Cast Iron	4	6	1		x	x	x	x	x	
12	2023	Lynn	West End	Howell	312	1970s		Cast Iron	4	6	0		x	x				
14	2023	Huron	Huggins	West End	360		Poor	Galvanized Steel	2	6	1	x	x	x	x			
13	2023	Milwaukee	Lyon	Cedar	670	1960s	Poor	Galvanized Steel	3/4 & 3	6	1		x	x	x	x		
	2024	Stewart	Shiawassee	Washington	1650	1950s		Cast Iron	4	8	1	x	x	x	x			
21	2024	Tracy	Frederick	Stewart	1200	1950s	Poor	Cast Iron	4	8	5	x	x	x	x		x	x
5	2024	Dewey	Brandon	Moore	1000	1950s	Fair	Cast Iron	4&6	6	5	x	x	x	x			
19	2024	Grace	Shiawassee	Cedar	1300	1960s	Poor	Cast Iron	4	6	5		x	x	x			
22	2024	Young	Chestnut	Brooks	950	1950s	Poor	Cast Iron	6	8	5	x	x	x	x		x	x
25	2025	Nafus	Frederick	South End	500	1950s	Poor	Steel	2	6	2	x	x	x	x			
35	2025	Gilbert	Mason	Oliver	800	1950s		Cast Iron	4	6	0	x	x	x				
36	2025	Clinton	Cedar	Shiawassee	1289	1950s		Cast Iron	4	6	1	x	x	x				
	2025	Olmstead	Ward	Chipman	600	1950s	Fair	Cast Iron	6	8	2	x	x		x			
	2025	Harding	Willow Spr	Hanover	600	1970s	Fair	Cast Iron	6	8	1		x		x			
	2025	Hanover	Harding	Riverside	400	1970s	Poor	Cast Iron	6	8	5		x		x			x
	2025	Stewart	Cedar	Shiawassee	1300	1950s	Good	Cast Iron	6	8	0	x	x					
	2025	Williams	Shiawassee	Washington	1700	1950s	Good	Cast Iron	8	8	1	x	x					
15	2025	Dewey	M-21	King	2659	1950s & 1960s	Poor		4,6 & 12	*See	2	x	x		x		x	
16	Future	Shady Lane	Meadow	Chipman	1184			Asbestos	6	8	2	x	x					
17	Future	Woodlawn	Farr	Auburndale	847	1950s	Fair	Cast Iron	4	6 or 8	1	x	x	x	x		x	
18	Future	Genesee	Michigan	Green	400	1950s	Poor	Steel	2	6	0	x	x	x	x			
20	Future	Nafus	Frederick	Freeman	650		Poor	Steel	2	6	1	x	x	x	x			
23	Future	Grand Avenue	Auburndale	Franklin	700		Fair	Cast Iron	4 & 6	8	2	x	x	x	x			x
24	Future	Grace	Cedar	Lyons	600		Poor	Cast Iron	6	8	5	x	x	x	x			
26	Future	Genesee	Howell	West End	422		Poor	Steel	4	6	1	x	x	x	x			
27	Future	Cedar	Hampton	Main	3972	1950s		Asbestos	6 & 12	12	3	x	x					
28	Future	Chipman	Harding	North	1695	1970s	Fair	Cast Iron	12"	12"	2		x		x			
29	Future	Adams	Oliver	King	1000	1950s	Fair	Cast Iron	4	6	1	x	x	x	x			
30	Future	Adams	Elizabeth	North of Jennett	600	1950s		Cast Iron	4	6 or 8	0	x	x	x				
31	Future	Ball	Exchange	Mason	250	1950s	Fair	Cast Iron	4	6	1	x	x	x	x			
32	Future	Ball	Oliver	450 Feet North	450	1950s		Cast Iron	4	6	0	x	x	x				
33	Future	Brandon	Summit	Dingwall	450		Fair	Cast Iron	4	6	3	x	x	x	x			
34	Future	Dingwall	Brandon	North End	900	1950s	Poor	Cast Iron	4	6 or 8	4	x	x	x	x		x	
37	Future	Monroe	Washington	Broadway Avenue	2073	1960s	Poor		6	8	5		x		x		x	
38	Future	Williams	Washington	Oak	1601	1950s	Poor	Cast Iron	4	8	3	x	x	x	x		x	x
39	Future	Gould	Exchange	Oliver	1100	1950s	Fair	Cast Iron	8	12	1	x	x		x			x
40	Future	Gould	Oliver	North	2700		Poor	Cast Iron	8	12	5	x	x		x		x	x
41	Future	Huntington	Moore	Stevens	1000	1960s	Fair	Cast Iron	6	6	5		x		x			
42	Future	Jennett	Shiawassee	Adams	700	1950s	Fair	Cast Iron	4	6 or 8	1	x	x	x	x			
43	Future	Mason	Dewey	Gilbert	300	1950s		Cast Iron	4	6	0	x	x	x				
44	Future	Mason	Saginaw	Dewey	1350	1950s		Cast Iron	4	6	0	x	x	x				
45	Future	Oak	Main	Williams	1150	Before 1930			4	6	0	x	x	x				

\* 4", 6" and 12" water mains currently exist in this section of Dewey Street. The 4" and 6" mains will be abandoned and the affected services will be moved to the newer 12" WM.



**Item #15: Add Appendix M – Public Hearing – Amendment Number 2**

**M. Public Hearing – Amendment Number 2**

**a. Notice of Public Hearing**

**b. Attendance List**

## **NOTICE OF PUBLIC HEARING**

### **CITY OF OWOSSO NOTICE OF PROJECT PLAN PUBLIC HEARING FOR THE PROPOSED AMENDMENT TO THE DWSRF PROJECT PLAN TO REPLACE AGING INFRASTRUCTURE, ORIGINALLY APPROVED APRIL 15, 2019**

The Owosso City Council will hold a public hearing to receive comment from interested persons on the proposed amendment to the Drinking Water State Revolving Fund Project Plan (DWSRF) to replace aging infrastructure, at the City Council meeting on Monday, May 15, 2023, at 7:30 p.m. in the City Hall Council Chambers.

The proposed amendments to the Plan would include a change in the projects slated for the 2024 fiscal year and updates to cost estimates. Total cost of the proposed amended plan is estimated at \$3,498,970.00, to be paid by user fees during the 20 to 30 year life of the low interest loan. A project plan amendment has been developed, updating the schedule for the replacement of water mains and lead service lines, introducing new WTP upgrades, and amending design/construction engineering plans. The proposed project will occur within the WTP site and throughout the City.

Copies of the plan detailing the proposed amended project plan are available for inspection at the City Clerk's Office and on the City of Owosso website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us). Issues viewing the Project Plan should be directed to the City Clerk's Office, email: [city.clerk@ci.owosso.mi.us](mailto:city.clerk@ci.owosso.mi.us), phone: (989)725-0500.

**An overview of the proposed amendments will be presented at the City Council meeting on Monday, May 15, 2023, at 7:30 p.m.**

All interested parties are invited to submit written comments on the proposed amendment to the Project Plan. All comments must be received by 5:00 p.m. on May 15, 2023 to be considered as part of the public record. Written comments received before the hearing record is closed on May 15, 2023 will receive responses in the final project plan. Written comments should be sent to:

Owosso City Clerk's Office  
301 West Main  
Owosso, MI 48867

Amy K. Kirkland, CMC  
Owosso City Clerk

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

**Affidavit of Publication for Notice of Public Hearing**

\*\*\* Attached PDF labeled "AffidavitOfPublication-DWRFPlanAmendmentHearing-230515" \*\*\*

## City of Owosso Public Hearing Attendance – May 15<sup>th</sup> 2023

Robert Teich: Mayor, 1000 Pine St., Owosso, MI 48867

### Council Members

Susan Osika: 605 W. Oliver St., Owosso, MI 48867

Emily Olson: 408 W. King St., Owosso, MI 48867

Janae Fear: 1212 Riverside Dr., Owosso, MI 48867

Jerome Haber: 1624 W. Lynn St., Owosso, MI 48867

Nicholas Pidek: 308 E. Oliver St., Owosso, MI 48867

Daniel Law: 802 Woodlawn Ave., Owosso, MI 48867

Scott Gould: City Attorney, 1000 Beehler St., Owosso, MI 48867

Kevin Lenkart: Public Safety Director, 301 W. Main St, Owosso, MI 48867

Nathan Henne: City Manager, 301 W. Main St, Owosso, MI 48867

Amy Kirkland: City Clerk, 301 W. Main St., Owosso, MI

Ryan Suchanek: 301 W. Main St, Owosso, MI 48867

### Citizens

XXX

**Item #16: Add Appendix N – City of Owosso Council Resolution – Amendment Number 2**

**City of Owosso Council Resolution – Amendment Number 2**

\*\*\* Attached PDF labeled “2019DWSRFPProjectPlanAmendmentNo2-ResolutionOfApproval” \*\*\*



# OWOSSO PUBLIC SAFETY

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

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## *MEMORANDUM*

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DATE: May 8, 2023

TO: Owosso City Council

FROM: Kevin Lenkart  
Owosso Public Safety Chief

RE: Amendment of Owosso City Ordinance 19-110.

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### **Recommendation:**

I recommend Council approve the attached resolution setting a public hearing for June 5, 2023, to receive citizen comment regarding the proposal to amend City of Owosso Code of Ordinances Chapter 19, Offenses, Article VI, *Offenses Against Public Morals*, Section 110, Drug Paraphernalia.

### **Background:**

In early 2023, representatives from the Shiawassee County Health Department contacted me to review Owosso City Ordinance 19-110 to exempt Public Health personnel participating in Harm Reduction Programs from prosecution for the possession of drug paraphernalia. Harm reduction programs, like syringe exchange programs and Narcan distribution programs, have been proven to reduce the harm of substance use to the individual and to the community.

The recommended changes of Owosso City Ordinance 19-110 would update the ordinance to exempt public health actions in regard to harm reduction programs.

**RESOLUTION NO.**

**AUTHORIZING FIRST READING & SETTING A PUBLIC HEARING FOR  
THE PROPOSED AMENDMENT TO CHAPTER 19, OFFENSES, ARTICLE VI, OFFENSES  
AGAINST PUBLIC MORALS, SECTION 110, DRUG PARAPHERNALIA  
OF THE CODE OF ORDINANCES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a drug paraphernalia ordinance prohibiting the sale, display, and/or possession of drug paraphernalia; and

WHEREAS, the Shiawassee County Health Department wishes to conduct a series of harm reduction programs in the County to reduce the harm of substance use on the individual and the greater community; and

WHEREAS, implementation of these programs necessitates an ordinance amendment to exempt public health personnel participating in a harm reduction program from prosecution for the possession of drug paraphernalia; and

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

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

SECTION 1. AMENDMENT. That Chapter 19, Offenses, Article VI, *Offenses Against Public Morals*, Section 110, Drug Paraphernalia of the Code of Ordinances of the City of Owosso shall be amended as follows:

- (a) *Definitions*. The following words and phrases, when used in this section, shall, for the purpose of this section, have the meanings respectively ascribed to them:
- (1) *Cocaine spoon*: A spoon with a bowl so small that the primary use for which it is reasonably adopted or designed, is to hold or administer cocaine, and which is so small as to be unsuited for the typical lawful uses of a spoon.
  - (2) *Controlled substance*: Any drug, substance, or immediate precursor designated as a schedule 1-5 substance in Article 7, Controlled Substances, Act 368 of the Public Acts of Michigan of 1978 (MCL 333.7101 et seq., MSA 14.15 (7101) et seq.), as amended, (commonly known as the Public Health Code).
  - (3) *Drug paraphernalia*: All equipment, products, and materials of any kind which are used, adapted for use, or designed for use, in planting, manufacturing, compounding, producing, testing, containing, concealing, injecting, or otherwise introducing into the human body a controlled substance in violation of the public health code of the state.
  - (4) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness, or purity of a controlled substance.
- (b) *Sale, display, possession prohibited*. It shall be unlawful for any person to sell, offer for sale, display, furnish, supply, possess, give away or advertise any drug paraphernalia which is primarily adapted or designed for the administration or use of any controlled substance.
- (c) *Licensed persons; exemptions*. This section shall not apply to a person licensed by the state board of pharmacy (administrator) pursuant to the public health code. Such person may possess, manufacture, distribute, prescribe, dispense, or conduct research with controlled substances to the extent authorized by its license. The following persons need not be licensed and may lawfully possess controlled substances under this section:

- (1) An agent or employee of a licensed manufacturer while acting in the ordinary course of employment.
- (2) Common or contract carrier or warehousemen, or employee thereof while possessing in ordinary course of employment.
- (3) Persons suffering from diabetes, asthma, or any other medical condition requiring self injection or pursuant to a lawful order of a practitioner.
- (4) An officer or employee of a federal, state, political subdivision or agency of this state who is engaged in the enforcement of state or local laws relating to controlled substances and who is authorized to possess controlled substances in the course of that person's official duties.

**(d) This article shall not apply to any of the following:**

- (1) An object sold or offered for sale to a person licensed under article 152 or under the Occupational Code, Public Act No. 299 of 1980 (MCL 339.101 et seq.), or any intern, trainee, apprentice or assistant in a profession licensed under Article 15 or under Public Act No. 299 of 1980 for use in that profession.**
- (2) An object sold or offered for sale to any hospital, sanitarium, clinical laboratory or other health care institution, including a penal, correctional or juvenile detention facility, for use in that institution.**
- (3) An object sold or offered for sale to a dealer in medical, dental, surgical or pharmaceutical supplies.**
- (4) Equipment, a product or material which may be used in the preparation or smoking of tobacco or smoking herbs other than a controlled substance.**
- (5) A blender, bowl, container, spoon or mixing device not specifically designed for a use in compounding controlled substances;**
- (6) A hypodermic syringe or needle sold or offered for sale for the purpose of injecting or otherwise treating livestock or other animals.**
- (7) An object sold, offered for sale or given away by a state or local governmental agency or by a person specifically authorized by a state or local governmental agency to prevent the transmission of infectious agents.**
- (8) Testing equipment specifically designed for use in identifying or in analyzing the strength, effectiveness, or purity of a controlled substance.**

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday June 5, 2023, at 7:30 p.m. for the purpose of hearing citizen comments regarding the proposed amendment to the Code of Ordinances.

SECTION 3. AVAILABILITY. This ordinance may be viewed on the City's website [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) or 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 4. EFFECTIVE DATE: This amendment shall become effective twenty days after passage.





## MEMORANDUM

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

**DATE:** May 11, 2023

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

**FROM:** Tanya Buckelew, Planning & Building Director

**SUBJECT:** Michigan State Housing Development Authority (MSHDA) Neighborhood Enhancement Program (NEP) Grant

### RECOMMENDATION:

Staff recommends Council approval of the NEP Grant Agreement and Authorized Signature Designation Form officially accepting the terms and responsibilities of the Neighborhood Enhancement Program Grant.

### BACKGROUND:

The City applied for and has been awarded an NEP Grant for \$75,000 (\$70,000 for the grant and \$5,000 for reimbursement of administrative costs). A City match is not required. This grant is for exterior upgrades to single-family homes (i.e. roofing, siding, windows, porches).

Program guidelines have been written and submitted to MSHDA for approval. Program guidelines are for City staff to follow throughout the program process. They include eligibility requirements, procurement requirements, application and selection process, rehab standards and sample documents required to be submitted to MSHDA at various stages in the grant process. A full copy of the program guidelines are available at City Hall.

I will be the lead on this as the grant administrator.

City Council acceptance and approval is required to allow staff to go out for bids and to be the "flow through" entity for the funds.

The NEP funds cannot be combined with MI-HOPE.

This grant project will be completed by November 2023.

### FISCAL IMPACTS:

Minimal impact on the budget as the City will be reimbursed for the time spent on this grant. We will track the time for the building official and code enforcement (for their assistance in the fieldwork) and my time spent on the program.

Attachments: (1) Resolution  
(2) Executed Grant Agreement

**RESOLUTION NO.**

**APPROVING A NEIGHBORHOOD ENHANCEMENT PROGRAM  
HOUSING DEVELOPMENT FUND GRANT AGREEMENT  
BETWEEN THE CITY OF OWOSSO AND  
THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY(MSHDA)**

WHEREAS, the Michigan State Housing Development Authority Neighborhood Enhancement Program (NEP) is designed to improve the livability and aesthetic of homes in economically disadvantaged neighborhoods through the funding of exterior improvements to homes/property; and

WHEREAS, the City of Owosso applied for and received an NEP Grant totaling \$75,000 to assist willing property owners in funding exterior improvements to their homes, such as roof replacement, windows and siding; and

WHEREAS, the beneficiaries of this grant will include residents of the community with qualified incomes as determined by the application process defined in the Program Guidelines; and

WHEREAS, the City of Owosso will not be required to match any grant dollars, but will serve to administer the grant, be a pass-through entity for grant funds, and abide by the terms and conditions set forth in the grant agreement.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to enter into the Housing Development Fund Grant Agreement, Grant # HDF-2023-37-NEP, between the Michigan State Housing Development Authority and the City of Owosso dated March 30, 2023.
- SECOND: Planning & Building Director Tanya S. Buckelew and City Manager Nathan R. Henne are designated as Authorized Signers for said grant with the authority to sign the associated grant agreement, submit payment requests and request grant amendments.
- THIRD: Planning & Building Director Tanya S. Buckelew is recognized as the MSHDA appointed Grant Administrator for said grant and is authorized to administer the projects named to completion in accordance with the Program Guidelines.

**NEIGHBORHOOD ENHANCEMENT PROGRAM (NEP)  
HOUSING DEVELOPMENT FUND GRANT AGREEMENT**

**AGENCY NAME: City of Owosso**

**PROJECT DESCRIPTION**

Component A Requested Amount: \$70,000.00

Component A Proposed Number of Units: 5

Neighborhood Boundaries: Southside of the City of Owosso, south of M-21, East of Chestnut Street and West of Abrey Avenue

Types of repairs eligible for homeowners to request: Roofing, painting, siding, windows, decks/porches, doors, ramps, soffit, gutters, fascia

Component B Requested Amount: \$0.00

Component B Proposed Number of Units: 0

Component C Requested Amount: \$0.00

Component C Proposed Number of Units: 0

Component D Requested Amount: \$5,000.00

City of Owosso Activity Description including Agency Representative, Roles, and Responsibilities

Planning and Building Director will take the lead on this grant program that involves the following –

- application process and submission
- grant trainings
- full compliance with the city's codes and submission to city council for approvals
- selection of qualified applicants
- bidding process
- working with contractor and building official to ensure compliance with the building codes
- updates to MSHDA as required to comply with the grant process
- communications with the city's champion

**BUDGET**

**Grant Date**

Begin Date: 4/1/2023

End Date: 12/31/2023

Component - Activity	Approved Funds	MSHDA Units	Non-MSHDA Units	Leveraged Funds (Non-MSHDA)
<b>Residential HDF Assistance NEP Activity</b>	\$70,000.00	5	0	\$0.00

<b>Administrative Costs</b>	\$5,000.00			\$0.00
<b>TOTAL</b>	\$75,000.00	5	0	\$0.00

BY MY SIGNATURE BELOW, my agency agrees to the following:

1. NEP funding will only be disbursed on a reimbursement basis via the electronic grant management system. No advances will be authorized. Only expenses incurred after the execution date of the grant agreement are permitted.
2. NEP funding will only be disbursed for activities that have been pre-approved in writing by MSHDA. All decisions on funding are at the discretion of MSHDA. A maximum of up to 50% of the funding budgeted for component A may be set aside for rental rehab and/or agency held land contract properties that are currently occupied and single-family properties.
3. NEP funding will only be disbursed to the Agency awarded the funds and the funds may be recaptured in the event that they are not used for the intended purposes.
4. The Certified Resolution or authorized signer form and Program guidelines will need to be approved prior to incurring costs.
5. NEP funding parameters are identified in the Neighborhood Enhancement Program Policy and Compliance Handbook. I attest that our organization will abide by MSHDA's policies as outlined in the handbook.
6. Notification of any, real or perceived, Conflict of Interest issues needs to be provided to MSHDA within three (3) business days and prior to any action being taken at the local level.
7. Administration expenses are limited to up to 10% of the grant award and must be tracked, itemized, and approved by MSHDA NHID staff.
8. A detailed description of the accomplishments and related outcomes are required to be provided to your assigned NHID Champion.
9. Payment request submissions should include detailed documentation, including invoices, itemized receipts, and other such documentation that the Michigan State Housing Development Authority deems necessary to make a reasonable determination for eligible cost reimbursements in accordance with the Authority's Act and Rules regarding Housing Development Fund grants. Note: travel, if necessary to the delivery of programming outlined within the Request for Proposals and Grant Agreement shall be reimbursed as administrative costs up to the limits set annually by the Michigan Department of Technology, Management and Budget.
10. The Agency will be required to submit a final report at the end of the grant term outlining how many people were assisted, a description of the assistance provided, and the final outcomes/measurables of the assistance.
11. MSHDA staff will review all reports and advise the Agency in a timely manner if any problems arise that may affect the terms of this agreement.
12. Verification provided for lead testing of assisted properties, if applicable.
13. Verification that energy audits were completed on assisted properties, if applicable.

I CERTIFY ALL THE INFORMATION PROVIDED VIA THE REQUEST FOR PROPOSALS SUBMISSION AND THE MATT APPLICATION AND SUPPORTING DOCUMENTATION IS TRUE AND COMPLETE TO THE BEST OF MY BELIEF AND ACKNOWLEDGE THAT THE AGENCY WILL MEET ALL CRITERIA OUTLINED ABOVE.

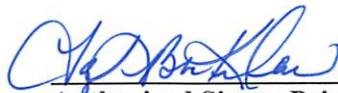
SIGNATURE OF AGENCY OFFICIAL: \_\_ DATE: \_\_

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
NEIGHBORHOOD HOUSING INITIATIVES DIVISION

AUTHORIZED SIGNATURE  
DESIGNATION FORM

As the highest elected official of City of Owosso, I designate the following individual(s) as Authorized Signer(s) for Grant #: HDF-2023-37-NEP to sign the associated Grant Agreement, submit FSR payment requests and Grant Amendments, if applicable, for the aforementioned grant.

Date: 03/30/2023



Authorized Signer Printed Name: TANYA S. BUCKELEW  
Title: Planning & Building Director

Date: 3-30-23



Authorized Signer Printed Name: NATHAN R. HENNE  
Title: City Manager

APPROVED BY HIGHEST ELECTED OFFICIAL:

Date: 4/3/2023



Authorized Official Printed Name: ROBERT J. TEICH  
Title: Mayor



STATE OF MICHIGAN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

**HOUSING DEVELOPMENT FUND GRANT AGREEMENT  
Grant #HDF-2023-37-NEP**

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
735 East Michigan Avenue, Lansing, Michigan 48912

THIS GRANT AGREEMENT made and entered into as of , by and between City of Owosso, a local unit of government, whose address is 301 W Main St. , Owosso, Michigan 48867 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 ("the Authority").

**RECITALS**

A. Section 23 of Public Act 346 of 1966, as amended (the "Act"), creates and establishes a housing development fund under the jurisdiction and control of the Authority, and further provides that the Authority may use the monies held in the housing development fund to make grants to local communities, as defined by the Authority in rules promulgated under the Act, or to public or private nonprofit organizations or local governmental agencies organized to provide assistance to persons and families of low or moderate income, in any amounts as the Authority determines, not to exceed the net costs, exclusive of any federal aid or assistance, incurred by the recipient in planning for or implementing housing assistance or community or housing development.

B. The Grantee has represented to the Authority that it fully intends to undertake or continue a program planning for or implementing housing assistance or community or housing development.

C. The Housing Development Fund Grant, HDF-2023-37-NEP, in an amount not to exceed Seventy-Five Thousand (\$75,000.00) (the "Grant") is for a program more specifically described in Exhibit A attached hereto (the "Program").

D. The Authority, as a public body, is charged with the responsibility of regulating the use of funds advanced by it to assure that such funds are being used for purposes and in a manner that are in accordance with the Act and the Authority's General Rules.

E. The Authority has agreed to make the Grant to the Grantee on the condition that the Grantee agrees to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of and as a condition to receiving the Grant, the Grantee agrees that:

1. The terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in accordance with the Act and the Authority's General Rules, and the Resolutions.

2. All aspects of the Grantee's plan for the use of the Grant are specifically described in the Program attached hereto as Exhibit A, which Program is incorporated herein, and the Grantee will operate the Program as described in Exhibit A.

3. All actions of the Grantee and requirements of the Grantee's Program are subject to the terms of this Agreement, the provisions of the Act and the Rules of the Authority, being R 125.101, et seq.

4. The activities of the Grantee will be subject to the review of and, in the discretion of the Authority, audit by Authority staff to ensure compliance with this Agreement, the Act and the Authority's Rules, and



STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

the Grantee will provide any books, records or documents in such form and at such place as the Authority may request.

5. The Grantee agrees to draw down Grant proceeds only when and in such amounts as may be necessary to pay for the activities described in Exhibit A.

6. All requests for the disbursement of Grant proceeds shall be submitted to the Executive Director of the Authority or his designee, shall be made in writing, and shall include the amount of Grant proceeds to be disbursed, a description of the purposes for which the proceeds are to be used, copies of invoices, billings, or such other documentation as may be necessary to demonstrate project costs, and such other information as the Executive Director or his designee may request.

7. If an advance or a portion of the Grant for a specific purpose is not used for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such decision, the sum shall be returned to the Authority immediately.

8. If any of the Grant proceeds are to be used for the construction or rehabilitation of housing, then:

a. prior to disbursement of funds, the Grantee shall prepare and submit to the Authority a detailed budget of the work to be done, including the cost per unit to be rehabilitated;

b. all housing units rehabilitated under the Grant will be maintained in good repair; and

c. Grant proceeds shall only be used in areas where at least 51% of the residents are persons or families whose income does not exceed 120% of area median income, as determined by the U.S. Department of Housing and Urban Development ("HUD"), adjusted for family size. All units rehabilitated with Grant funds shall be occupied by persons or families whose income does not exceed 120% of area median income, as determined by HUD, adjusted for family size. If the unit is occupied by the homeowner, the homeowner must complete the "Household Income Self-Certification Form" attached as Exhibit B. If the unit is occupied by a tenant, the tenant must complete the "Tenant Household Income Self-Certification Form" attached as Exhibit C and the property owner/landlord must complete the "Landlord Written Participation and Certification Agreement" attached as Exhibit D.

9. Any of Grantee's activities that are assisted by the use of Grant proceeds and the selection of persons for participation in the Program shall not discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital or familial status except as provided by law. The Grantee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), the Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

10. The Grantee assumes responsibility for any and all costs to implement the Grantee's Program exceeding the amount of the Grant.

11. In the event of a violation of any of the provisions of this Agreement, the Authority will notify the Grantee in writing of the violation and the Grantee will have a 30-day period in which to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority within the time prescribed herein, the Authority may:

a. immediately terminate the Grant, without further notice, in a writing signed by the Authority's





STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Executive Director; and

b. pursue any other remedy provided at law or in the Act.

The Grantee hereby agrees that an election by the Authority to pursue any one remedy shall not be construed to preclude or be a waiver of the right to pursue any other remedy available to it.

12. The term of this Agreement shall commence on 4/1/2023 and shall terminate, unless extended by the Authority, on 12/31/2023.

13. If any advance or portion of Grant funds used for the specific purpose assented to within this Agreement is not used for that specific purpose, the Grantee will reimburse the Authority for the full amount of the advance (or portion ) not used for the specific purpose. Grant proceeds that have not been used for Grant purposes by 12/31/2023 will, within 30 days, be returned to the Authority.

14. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portion hereof.

15. This Agreement may be signed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

City of Owosso,  
A local unit of government

By: Nathaniel

3-30-23

Date

Its: City Manager

MICHIGAN STATE HOUSING  
DEVELOPMENT AUTHORITY

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

Date

Its: \_\_\_\_\_

MICHIGAN STATE HOUSING  
DEVELOPMENT AUTHORITY

By



STATE OF MICHIGAN  
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Its:

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Date



## MEMORANDUM

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

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**DATE:** May 11, 2023

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

**FROM:** Tanya Buckelew, Planning & Building Director

**SUBJECT:** MSHDA Michigan Housing Opportunities Promoting Energy Efficiency (MI-HOPE) Grant

### RECOMMENDATION:

Approve City administration of the MI-HOPE Grant to eligible City residents in the amount of \$105,000.00 for energy efficiency improvements and designate signatories.

### BACKGROUND:

The City has been awarded the MI-HOPE Grant for \$105,000 (\$100,000 for the grant and \$5,000 for reimbursement of administrative costs). A City match is not required.

This grant is for energy efficiency improvements to single-family homes owned or occupied by income qualified residents (eligible improvements include: new furnace, windows, insulation, roofing, energy efficient appliances).

Program guidelines have been written and submitted to MSHDA for approval. Program guidelines are for City staff to follow throughout the program process. They include eligibility requirements, procurement requirements, application and selection process, rehab standards and sample documents required to be submitted to MSHDA at various stages in the grant process. A full copy of the program guidelines are available at City Hall.

I will be the lead on this as the grant administrator.

Your acceptance and approval is required to allow the City to proceed with implementation of the grant and to be the "flow through" entity for the grant funds.

The MI-HOPE funds cannot be combined with NEP funds.

This grant project will be completed by April 2026.

### FISCAL IMPACTS:

Minimal impact on the budget as the City will be reimbursed for the time spent on this grant. We will track the time for the building official, trades inspectors and code enforcement (for their assistance in the fieldwork) and my time spent on the program.

Attachments: (1) Resolution  
(2) Draft Grant Agreement (to be signed June 1)

**RESOLUTION NO.**

**APPROVING A MICHIGAN HOUSING OPPORTUNITIES PROMOTING  
ENERGY EFFICIENCY (MI-HOPE) GRANT AGREEMENT  
BETWEEN THE CITY OF OWOSSO AND  
THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA)**

WHEREAS, the Michigan Legislature approved Public Act 53 of 2022, as amended, establishing the Michigan Housing Opportunities Promoting Energy Efficiency (MI-HOPE) fund as a response to the negative economic impacts caused by the coronavirus pandemic and to mitigate financial hardships associated with the coronavirus pandemic by providing grant funding for energy-efficiency focused residential housing repairs and upgrades; and

WHEREAS, the City of Owosso applied for and received a MI-HOPE Grant totaling \$105,000 to assist property owners in funding energy efficiency improvements, such as window replacement, HVAC replacement, and appliance upgrades; and

WHEREAS, the beneficiaries of this grant will include residents in the community that experienced a Qualified Financial Hardship associated with the coronavirus pandemic; and

WHEREAS, the City of Owosso will not be required to match any grant dollars, but will serve to administer the grant, be a pass-through entity for grant funds, and abide by the terms and conditions set forth in the grant agreement.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to enter into American Rescue Plan Coronavirus State And Local Fiscal Recovery Funds Michigan Housing Opportunities Promoting Energy Efficiency MI-HOPE Program Grant Agreement, Grant # ARP-2023-37-MIH, between the Michigan State Housing Development Authority and the City of Owosso.
- SECOND: Planning & Building Director Tanya S. Buckelew and City Manager Nathan R. Henne are designated as Authorized Signers for said grant with the authority to sign the associated grant agreement, submit payment requests and request grant amendments.
- THIRD: Planning & Building Director Tanya S. Buckelew is recognized as the MSHDA appointed Grant Administrator for said grant and is authorized to administer the projects named to completion in accordance with the Program Guidelines.

**AMERICAN RESCUE PLAN CORONAVIRUS  
STATE AND LOCAL FISCAL RECOVERY FUNDS  
MICHIGAN HOUSING OPPORTUNITIES PROMOTING  
ENERGY EFFICIENCY MI-HOPE PROGRAM**

**GRANT AGREEMENT BETWEEN**

**THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AND**

**City of Owosso**

**MI-HOPE Grant #: ARP-2023-37-MIH**

THIS GRANT AGREEMENT (the "Agreement") made and entered into as of , by and between City of Owosso, a local unit of government, whose address is 301 W Main St. Owosso, Michigan 48867 (the "Grantee") and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority").

**I. GRANT SUMMARY AND OFFER**

Effective March 30, 2022, Public Act 53 of 2022, as amended (the "Act") created and established a Michigan Housing Opportunities Promoting Energy Efficiency MI-HOPE Fund under the jurisdiction and control of the Authority, and further provided that the Authority may use the monies held in the MI-HOPE fund to make grants to 501(c)(3) nonprofit agencies and local units of government organized to provide energy-efficiency assistance to eligible households having incomes equal to or less than three hundred percent (300%) of the Federal Poverty Guidelines ("FPG") as defined by the United States Department of Health and Human Services. The MI-HOPE Program is federally funded through the United States Department of the Treasury ("Treasury") American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds ("ARF-SLFRF") awarded to the State of Michigan on May 13, 2021.

The Authority, acting pursuant to the Act and Public Act 346 of 1966, as amended, hereby offers to the Grantee grant assistance subject to the availability of Authority MI-HOPE program funds, terms, conditions, and limitations as set forth herein.

**The maximum amount of grant assistance hereby offered is One Hundred and Five Thousand Dollars (\$105,000.00) (the "Total Grant Amount"). When the Total Grant Amount is drawn down to zero dollars (\$0.00), no further reimbursements will be made. Billing requirements and grant terms are as set forth in Section II hereof. The term of work performance by the Grantee under this Agreement will be from the date of this Agreement to April 30, 2026. Funds will be made available on a reimbursement basis for the Grantee's eligible expenses in accordance with the terms of this Agreement and applicable state and federal requirements.**

The terms of Section 354 of the Act and Section 9901 of the American Rescue Plan of 2021 allow as Eligible Expenses reimbursement to the Grantee for MI-HOPE energy-efficiency improvement activities that promote health or safety for eligible single-family and multi-family residential properties as described in Exhibit A, attached to and made a part of this Agreement, provided those expenditures were made for the specific purposes described in this Agreement. No payment or reimbursement for Eligible Expenses must be made for energy-efficiency improvement activities performed after April 30, 2026, or prior to the date of this

Grantee Name: City of Owosso  
MI-HOPE Grant #: ARP-2023-37-MIH  
UEI #: XBCTLZ75MPZ1 CFDA #: 21.027  
FAIN#: SLFRP0127

Agreement, and only qualifying expenditures made between April 30, 2026, and the date of this Agreement, are eligible for reimbursement out of MI-HOPE funds. This grant will terminate upon the earlier of the full expenditure of the Total Grant Amount or April 30, 2026 (the %and date-LE

As stated above and as noted in Section 29, the Grantee is supplying limited services under the American Rescue Plan of 2021 to the State of Michigan for Energy Assistance. This is a fee for a service contract. The Grantee is a subrecipient under this Agreement.

## II. GRANT TERMS

NOW, THEREFORE, the Authority and the Grantee agree as follows:

1. The Grantee must implement or continue the activities within the projected budget and timeframe in a manner consistent with the Authority requirements and in accordance with any special terms and conditions for funding more specifically described and stated in Exhibit B, which is attached to and made a part of this Agreement.
2. The Grantee must:
  - a. Comply with Section 354 of the Act and Section 9901 of the American Rescue Plan of 2021, as amended.
  - b. Comply with such further Treasury, Authority, statutory, regulatory, and contractual requirement(s), now or hereafter in effect, as may be applicable to the receipt and expenditure of MI-HOPE funds as administered by the Authority, including but not limited to data collection. Authority requirements may be communicated via term sheets, financial assistance agreements, the Authority's website, and various other mechanisms available to Grantee.
  - c. Comply with the Federal grant requirements of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Regulations (the %Uniform Guidance-LEas applicable. In all instances, the Grantee should review the Uniform Guidance requirements applicable to its use of SLFRF funds, and SLFRF-funded projects, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 11, 2022).
  - d. Comply with all other applicable Federal statutes, regulations, and Executive orders, including (but not limited to) the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC 4601, implementing regulations, and the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
3. The Grantee agrees:
  - a. To obligate MI-HOPE funds at the property level by entering into a written contract, on a form prescribed or approved by the Authority, with each Eligible Owner as described in Exhibit A that will receive the benefits administered under the MI-HOPE program that will outline the respective energy-efficiency focused residential housing repairs and upgrades provided to the Authority prior to September 30, 2024.
  - b. That reimbursement(s) under this Agreement must be made in accordance with Authority established schedules and procedures (the %reimbursement-LE
  - c. That no payment or reimbursement for Eligible Expenses will be made for energy-efficiency improvement activities performed after April 30, 2026, or prior to the date of this Agreement, and only qualifying expenditures made between April 30, 2026, and the date of this Agreement, are eligible for reimbursement out of MI-HOPE funds.
  - d. That the grant will terminate upon the earlier of the full expenditure of the Total Grant

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Amount or April 30, 2026.

- e. That in no event will any reimbursement be made after a written notice by the Authority to the Grantee of a violation of this Agreement, and the violation has not been corrected to the satisfaction of the Authority.
- f. That in no event will the MI-HOPE funds be used for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of the coronavirus pandemic.
- g. That the MI-HOPE funds will not be used to pay expenses that will be or have been reimbursed by another federal program.

4. All requests for MI-HOPE funds from the Grantee to the Authority must be submitted via the Authority's designated billing system (the "billing system") and must be accounted for with supporting documentation. The MI-HOPE Access System Form must include all of the information. Billing spreadsheets will be uploaded by Grantee to the billing system containing this information, from which program reports will be generated to Treasury. By submitting invoices in the billing system, Grantee certifies to the best of Grantee's knowledge and belief that the invoice and supporting documentation are true, complete, and accurate. The Grantee must maintain documentation evidencing that the MI-HOPE funds were expended in accordance with federal, state, and local regulations.

5. The Grantee:

- a. agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement.
- b. agrees to provide any books, records, or other documentation in such form and at such place as the Authority or Treasury may request to ensure conformity with the terms of this Agreement, and state and federal requirements, as applicable.
- c. acknowledges that it must provide a copy of any single or program specific audit to the Authority for the Authority's required review within thirty (30) days of the completion of the audit or the effective date of this Agreement.
- d. acknowledges that it may be subject to the Single Audit Act and the implementing regulations at 2 CFR Part 200, Subpart F.
- e. acknowledges in the event that it expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more during the Grantee's fiscal year in Federal awards, the Grantee must have a single or program specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501. The Grantee may also refer to the Office of Management and Budget (OMB) Compliance Supplement for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. The Grantee must: (1) procure or otherwise arrange for the audit, if required; (2) prepare appropriate financial statements, including the schedule of expenditures of Federal awards; (3) promptly follow up and take corrective action on the audit findings; and (4) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

6. Subject to the State of Michigan Records Retention and Disposal Schedule for the Authority's Neighborhood Housing Initiatives Division, as amended, the Grantee must retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after all of the Total Grant Amount has been disbursed, as required by Treasury and the State of Michigan, or for a longer period of time if required by state or federal law, and in any event shall continue through at least December 31, 2031. The retention period must commence from the date that the Grantee is notified in writing that the Authority has completed its final review of the activities described and stated herein. The Grantee agrees to provide or make these records available for audit proposes to the Authority, Treasury, and to any authorized oversight body, including but not limited to the Auditor General of the State of Michigan, the Government Accountability Office, Treasury's Office of Inspector General, and the Pandemic Relief

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Accountability Committee.

7. The Grantee must prepare and submit documents relating to and supportive of the Grant activities as may be required by the Authority.

8. All correspondence, and documents required under this Agreement must be submitted via email to:

**Program Manager/Address:**

**James Davis  
Neighborhood Housing Initiatives Division  
Michigan State Housing Development Authority  
735 E. Michigan Avenue, PO Box 30044 Lansing, MI 48909  
MSHDA-MI-HOPE@michigan.gov**

**Grantee/Address:**

**City of Owosso  
301 W Main St.  
Owosso, Michigan 48867**

9. To the extent that MI-HOPE funds are expended to purchase goods or services, the Grantee must ensure that all procurement transactions must be conducted in a manner that provides for open and free competition in a manner consistent with local, state, and federal law.

10. The Grantee hereby agrees that payment for services, supplies, or materials will not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered, or the supplies or materials are furnished.

11. The Grantee acknowledges that a maximum of five percent (5%) of the Total Grant Amount may be utilized for administrative costs. The administrative costs must be allowable, reasonable, and allocable as outlined in 2 CFR 200.403-200.405 and must be in accordance with the MI-HOPE Policy and Compliance Handbook and any written administrative costs policies issued by the Authority. The Grantee may use administrative costs for direct costs as defined in 2 CFR 200.413 and indirect costs as defined in 2 CFR 200.414. The Grantee agrees to provide the Authority with a MI-HOPE Program Administration Report that documents and itemizes all direct administrative costs as described in Exhibit D, attached to and made a part of this Agreement. If the Grantee elects to opt out of utilizing any of the Total Grant Amount towards administrative costs, the Grantee acknowledges that it cannot amend the Project Budget post-grant award to add it in as a funding component. MI-HOPE funds are not to be used for research and development as

12. The Grantee will collect a signed client authorization form for each homeowner household or current tenant of the residence as described in Exhibit E, attached to and made a part of this Agreement. The authorization must explain that nonpublic data will be released to the Authority and Treasury for program monitoring and evaluation purposes.

13. The Grantee will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the MI-HOPE program applicants and/or participants, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Agreement for any reason, unless the



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information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (f) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the term Nonpublic Personal Information is any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information. The Grantee must not disclose such information to anyone other than the Authority or Treasury or other parties to whom the homeowner or tenant consents on the release of the information.

14. The Grantee must not subaward any MI-HOPE funds without the written approval of an Authorized Representative of the Authority.

- a. The Grantee is deemed a pass-through entity under 2 CFR 200.74 and must comply with 2 CFR 200.74.
- b. The Grantee must ensure that MI-HOPE funds paid to persons or entities remain in compliance with the Agreement as outlined herein and that the MI-HOPE funds are not paid to persons or entities debarred or suspended from receiving federal grant funds by checking all sub-recipients of the Grantee against the federal Debarment and Suspension database no less than annually.
- c. The subaward of MI-HOPE funds must occur no later than June 30, 2024.
- d. The Grantee must enter into a written memorandum of understanding, on a form prescribed or approved by the Authority, with all persons or entities receiving the subaward that outlines the respective roles and responsibilities and includes the appropriate terms and conditions concerning closeout of the subaward per 2 CFR 200.332 and in accordance with the MI-HOPE Policy and Compliance Handbook and any written close-out policies issued by the Authority. The written memorandum must be executed, and a copy provided to the Authority prior to MI-HOPE funds being disbursed pursuant to the subaward arrangement.

15. In connection with the performance of this Agreement, the Grantee must identify the membership agencies it intends to partner with and must ensure that all organizations it partners with to deliver Grant services are formally organized under Michigan law.

16. The Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients must secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

17. If required by the Authority, the Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients must maintain during the term of this Agreement public liability insurance, property damage insurance, workers' compensation insurance, and employee dishonesty insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's operations under this Agreement.

18. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement must be open to all regardless of age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin (including limited English proficiency), partisan considerations, or a disability or genetic information, and that all contractors, subcontractors, sub-grantees, and sub-recipients involved must take affirmative action to assure an equal opportunity for employment, without discrimination as to age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin, partisan considerations, or a

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disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. The Grantee agrees to comply with any Authority or Treasury request for submission of data for post-MI HOPE award compliance reviews.

19. If any member of the Grantee's Board of Directors or staff or the Grantee's agent, consultant, officer, or elected or appointed official has a conflict of interest or an identity of interest in the form of a financial interest or in the form of a common immediate family relationship with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being disbursed under this Agreement, the Grantee must make written disclosure to the Authority and Treasury of the nature and extent of the relationship prior to contracting with such persons and /or businesses or hiring them. The Grantee further agrees not to enter into any contractual relationship with any of the persons or entities listed above unless it has received written approval from the Authority and/or Treasury as applicable. The Grantee and its Board of Directors, staff, agent, consultant, officer, or elected or appointed official must also comply with all applicable Authority and Treasury requirements and regulations regarding conflicts of interest, including but not limited to 2 CFR 200.112 and 2 CFR 200.318.

20. The Authority, the State of Michigan, their officers, agents, and employees must not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor to any materials, equipment, or other property that may be used or employed in connection herewith, or for any injury or damages to any person whether an employee of the Grantee or otherwise.

21. The Grantee agrees to indemnify, defend, and hold harmless the Authority, the State, their officers, agents, and employees from any and all claims and losses occurring or resulting, to any and all Grantees, contractors, subcontractors, sub-grantees, sub-recipients, material providers, laborers, and any other person, firm, or the Grantee furnishing or supplying work, services, materials or supplies in connection with negligent performance under this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or the Grantee who may be injured or damaged by the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's negligence in the performance of this Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy. The Grantee agrees to immediately report to the Authority any credible suspicion of or known program fraud, and to report to and cooperate with law enforcement in such regard as applicable.

22. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Grantee must be notified of the violation and may be given a thirty (30) day period in which to correct the violation at the discretion of the Authority. In the event of an emergency situation, as identified by the Authority, shorter notice may be given as allowed by the Uniform Guidance. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority's Executive Director pursuant to Section 24 of this Agreement.

23. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of MI-HOPE funds, pending corrective action by the Grantee, resumption of funding from the Authority, or a

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decision to terminate in accordance with this Agreement. The Authority must allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

24. The Authority may terminate this Agreement, in whole or in part, at any time before the end date of this Agreement, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement, in the event that funds are no longer available to the Authority, or in the event that there are amendments to the terms of Section 354 of the Act and/or Section 9901 of the American Rescue Plan of 2021, subsequent to the date hereof, significantly changing the terms of the MI-HOPE program. The Authority must promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority must be in accordance with the legal rights and liabilities of the parties and in accordance with the appropriate terms and conditions concerning closeout of the subaward per 2 CFR 200.332 and pursuant to the MI-HOPE Policy and Compliance Handbook and any written close-out policies issued by the Authority. If it is determined that the Grantee has provided incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, the MI-HOPE funds must be immediately returned to the State of Michigan. In accordance with the Uniform Guidance, the Authority reserves the right to monitor the Grantee and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to termination of this Agreement and return of MI-HOPE funds previously provided to the Grantee. Any amounts subject to recovery must be repaid within thirty (30) days of receipt of any notice of recoupment.

25. The Grantee must register with the Federal System for Award Management (SAM) before any MI-HOPE funds will be disbursed and must maintain an active registration with the throughout the period of performance. The SAM website is: <https://www.sam.gov/SAM>. In accordance with federal Uniform Guidance, any MI-HOPE funds received must be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

26. The Grantee must complete financial, performance, and compliance reporting as required by Treasury within fourteen (14) days following the end of each quarter as summarized in Exhibit F, attached to and made a part of this Agreement. The Grantee must maintain and make available to the Authority, Treasury, and Treasury's Office of Inspector General, upon request, within thirty (30) days all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, 42 USC 801(d), as amended. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. The Grantee must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, the Grantee must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. Records to support compliance with subsection 601(d) of the Social Security Act, 42 USC 801(d), as amended, may include, but are not limited to, copies of the following: (1) general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenditures related to the public health emergency due to COVID-19; (2) budget records; (3) payroll, time records, human resource records to support costs incurred for payroll expenditures related to addressing the public health emergency due to COVID-19; (4) receipts of purchases made related to addressing the public health emergency due to COVID-19; (5) contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts; (6) grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards; (7) all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients; (8) all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; (9) all internal and external email/electronic communications related to use of SLFRF payments; and (10) all investigative files and inquiry reports involving SLFRF payments.

27. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth

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herein must not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

28. The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions. The Grantee further agrees that any such increases must be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds as administered by Treasury or the Authority.

29. The purpose of this grant is to respond to the negative economic impacts caused by the coronavirus pandemic and to mitigate financial hardships associated with the coronavirus pandemic by providing appropriated funds to eligible entities for energy-efficiency focused residential housing repairs and upgrades to existing owner-occupied homeowners and rental property homeowners. Benefits administered under the MI-HOPE program are subject to the income qualifications set forth in Treasury and Authority guidance, and the Eligible Requirements as described in Exhibit A.

30. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement must not affect the validity of the remaining portions thereof.

31. In the event the Authority determines the Grantee is not complying with the American Rescue Plan of 2021, Treasury guidance, the Authority MI-HOPE program requirement, or this Agreement, the Authority will pursue enforcement/remedial action(s) and sanctions against the Grantee, including but not limited to reimbursement of MI-HOPE funds, as allowed by the Uniform Guidance and applicable state and federal law.

32. This Agreement may be amended by both parties in writing. The Grantee acknowledges that MI-HOPE funding has been provided by the State of Michigan pursuant to a federal program in response to a particular health crisis. As such, State and Federal rules, guidelines, and guidance may unilaterally change as the health crisis develops. Such changes are beyond the influence or control of the Authority, and Grantee assumes the risk of compliance with developing requirements.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

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Signature Page

The foregoing Agreement is hereby accepted as of , and it is agreed that the funds made available will be used only as set forth in the Agreement.

GRANTEE:  
City of Owosso

Date: \_

By: \_

Signatures continue on next page

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Continuation Signature Page

DIRECTOR:  
MICHIGAN STATE HOUSING DEVELOPMENT  
AUTHORITY, a public body corporate and politic of the  
State of Michigan

Date: \_\_

By: \_\_

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Continuation Signature Page

ACTING EXECUTIVE DIRECTOR:  
MICHIGAN STATE HOUSING DEVELOPMENT  
AUTHORITY, a public body corporate and politic of the  
State of Michigan

Date: \_\_

By: \_\_

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## **MI-HOPE GRANT AGREEMENT**

### **ELIGIBILITY REQUIREMENTS**

#### **EXHIBIT A**

The Authority's Michigan Housing Opportunities Promoting Energy-Efficiency ~~MI-HOPE-DE~~ ~~MI-HOPE-DE~~ Program is designed to encourage and facilitate energy-efficiency focused residential housing repairs and upgrades to owner-occupied homes and non-owner occupied homes up to three (3) total units within both rural and urban areas. MI-HOPE energy-efficiency improvement activities are defined as actions undertaken to incentivize energy efficiency and health improvements that promote health or safety for single-family and multi-family residential properties. Repairs are not to exceed \$25,000 in total assistance for both an owner-occupied and non-owner occupied unit.

#### **ELIGIBLE OWNERS UNDER THE MI-HOPE PROGRAM**

To be eligible as an owner under the MI-HOPE Program, the owner must meet all of the following criteria:

- g Owner and/or tenant (if applicable) must have experienced and attest to a Qualified Financial Hardship on or after March 3, 2021. A Qualified Financial Hardship under the MI-HOPE Program is defined as a material reduction in income or material increase in living expenses associated with the coronavirus pandemic (the ~~qualified financial hardship~~ ~~FE~~).
- g The attestation must describe the nature of the financial hardship, as described in Exhibit C attached to and made a part of this Agreement.
- g Homeowner must currently own and occupy the property as their primary residence.
- g Homeowner and/or Tenant households must meet the MI-HOPE Income Eligibility Requirements. MI-HOPE Income Eligibility Requirements are household incomes equal to or less than 300% of the Federal Poverty Guidelines ~~CPG-DA~~ ~~CPG-DA~~ as defined by the United States Department of Health and Human Services (the ~~income qualified household~~ ~~FE~~).
- g Homeowners must provide verification of occupancy of the home for a minimum of twelve (12) months prior to March 1, 2021, or for non-owner occupied units, the landlord must provide proof of ownership for twelve (12) months, proof of current occupancy, and provide a six (6) month occupancy history.
- g All properties must be current in their taxes or be current in a repayment plan.
- g All properties must be insured or provide written verification of insurability post-rehab.
- g Rental properties must be occupied by tenants with a written lease stating that rent rates will not be increased post-rehab for a minimum of twelve months.

#### **ELIGIBLE PROPERTIES UNDER THE MI-HOPE PROGRAM**

To be eligible as a property under the MI-HOPE Program, the property must meet one of the following conditions:

- g Single-family owner-occupied with an income qualified household.
- g Single-family nonowner-occupied with an income qualified household.
- g Multi-family (attached or detached up to 3 units) owner-occupied with an income qualified household.
- g Multi-family (attached or detached up to 3 units) nonowner-occupied with an income qualified household
- g Detached Site Condominium unit owner-occupied with an income qualified household.
- g Detached Site Condominium unit nonowner-occupied with an income qualified household.
- g Modular/Manufactured home permanently affixed to real property and taxed as real estate owner-occupied with an income qualified household.



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- g Modular/Manufactured home permanently affixed to real property and taxed as real estate nonowner-occupied with an income qualified household.

To be an eligible occupied property under the MI-HOPE Program, the property must meet the following criteria:

- g A single-family property zoned residential that:
  - has no unaddressed mortgage and/or tax delinquencies;
  - is not subject to a foreclosure or forfeiture proceedings, court-ordered receivership, or nuisance abatement;
  - has utilities services turned on and operable;
  - is permanently occupied by homeowners that identify the assisted address as their primary residence; and
  - is affixed to a permanent foundation.
- g A rental/land contract single-family property that:
  - the landlord has no unaddressed mortgage and/or tax delinquencies within the community;
  - the landlord has no unaddressed/outstanding code compliance issues within the community;
  - a signed contract is in place which identifies the current occupants and the monthly occupancy provisions;
  - is not subject to a foreclosure or forfeiture proceedings, court-ordered receivership or nuisance abatement;
  - has utilities services turned on and operable;
  - is affixed to a permanent foundation;
  - occupant household is income-eligible; and
  - all parties must sign a written participation consent form.

### **ELIGIBLE ENERGY-EFFICIENCY IMPROVEMENT ACTIVITIES UNDER THE MI-HOPE PROGRAM**

All MI-HOPE Program financed activities must be specific and necessary health and safety improvements to an existing structure occupied with a qualified financial hardship. Activities undertaken must be selected based on inspection, code compliance documented needs, energy assessment/audit recommendation, local building official report, etc.

MI-HOPE assisted activities are limited to:

- g Roof
- g Storm Doors/Exterior Doors
- g Windows
- g Insulation
- g Modification for modernization/efficiency purposes or replacement of heating (furnaces or boilers)/cooling (full home only)/ventilation systems and water heater upgrades including on demand retrofitting
- g Functioning and up to date exterior security lighting
- g Appliance upgrades to energy star rating (ie stove, refrigerator)
- g Electrical upgrades or replacement . Wiring of home (partial or full)

The activity must provide emergency assistance for pressing and unavoidable home repair needs and/or energy insecurity.



## **MEMORANDUM**

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

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DATE: May 3, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Depositories for City Funds / Authorize Insured Cash Sweep Account

### **RECOMMENDATION:**

Approve an updated list of designated depositories and signers for city funds and approve and authorize City participation in an Insured Cash Sweep (ICS) account with The State Bank.

### **BACKGROUND:**

Per Section 8.13 of the Owosso City Charter, the Council shall designate depositories for city funds in accordance with law and shall provide for the regular deposit of all city monies.

An authorized financial depository resolution was submitted to City Council in 2021 for review and approval. Since then, City administration has been informed of an Insured Cash Sweep Account product offered by The State Bank. Insured Cash Sweep accounts provide liquidity and access to FDIC insurance above \$250,000 through a single bank relationship. ICS deposits are sent to demand deposit accounts or money market deposit accounts at other ICS Network Banks. Similar products are available from other financial institutions; however, they have a lower rate of return and are not administered in compliance with Public Act 20 of 1943.

### **FISCAL IMPACTS:**

Increase interest rates on City investments and additional FDIC / NCUA coverage on City funds.

### **Document originated by:**

Attachments: (1) Resolution  
(2) ICS Deposit Placement Agreement  
(3) Verification from The State Bank compliance with City's investment policy

**RESOLUTION NO.**

**AUTHORIZING ESTABLISHMENT OF A NEW ACCOUNT WITH THE STATE BANK  
AND AUTHORIZING PARTICIPATION IN THE INSURED CASH SWEEP (ICS)  
ACCOUNT PRODUCT OFFERED BY THE STATE BANK**

WHEREAS, Section 8.13 of the Owosso City Charter states, the Council shall designate depositories for City funds in accordance with law and shall provide for the regular deposit of all City moneys; and

WHEREAS, Section 8.10(c) of the Owosso City Charter states, checks or warrants for the disbursement of City funds may be signed by the clerk only; and

WHEREAS, the Council may, however, provide by ordinance that checks or warrants shall also be countersigned by the Finance Director or the Treasurer; and

WHEREAS, Section 7.8 of the Owosso City Charter states, the Clerk and Treasurer and other administrative officers may appoint and remove their deputies and each deputy shall possess all the powers and authority of their superior officer except as the same may be from time to time limited by their superior; and

WHEREAS, the City of Owosso has an investment policy adopted by the City Council on December 18, 2006 in accordance with Michigan Public Act 20 of 1943, as amended (2023); and

WHEREAS, all designated depositories of the City of Owosso must agree to and follow such investment policy; and

WHEREAS, the City desires to open an account with The State Bank and participate in its Insured Cash Sweep (ICS) Account product, which complies with the City's investment policy while being FDIC/NCUA insured.

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

FIRST: authorization is granted to participate in the Insured Cash Sweep (ICS) Account product offered by The State Bank, as outlined.

SECOND: the following list of financial institutions designated as depositories for City of Owosso funds is hereby updated to include the institution named above:

Huntington Bank, 100 East Main Street, Owosso, MI  
Dort Financial Credit Union, 1006 East Main Street, Owosso, MI  
Frankenmuth Credit Union, 947 Street, Owosso, MI  
PFCU, 1465 North Michigan 52, Owosso, MI  
Michigan Cooperative Liquid Assets Securities System (MI CLASS)  
Stifel, 1865 E M21, Owosso, MI  
Shiawassee Community Foundation,  
217 North Washington Street, Suite 104 Owosso, MI  
US Bankcorp Government Leasing and Finance, Inc.,  
950 17<sup>th</sup> Street, Denver, CO 80202  
(water meter 15-year installment purchase agreement)  
The State Bank, 9380 Genesee Street, New Lothrop, MI 48460

THIRD: all of the designated officers per City Charter, are hereby authorized to execute on behalf of the City signature cards or other documents containing the rules and regulations of the financial institution and the conditions under which deposits are accepted and to agree on behalf of the City to those rules, regulations and conditions.



## ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash Service<sup>SM</sup> of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

### 1. Deposit Placement

#### 1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

#### 1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

### 2. Your Relationship With Us

#### 2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

#### 2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

### 3. Custodial Account and Interest Rate

#### 3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

#### 3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

### 4. Placement Procedures

#### 4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

#### 4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("Triggering Event"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("Root Account") to the Deposit Accounts at ICS Settlement ("Program Deposit") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("Program Withdrawal").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 sets forth Triggering Events applicable to your deposits.

#### 4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Deposit").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Deposit") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("Same-Day Deposit Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the next Business Day ("Regular Program Withdrawal").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the same Business Day ("Same-Day Program Withdrawal") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("Same-Day Withdrawal Cutoff Time"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

#### 4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

#### 5. Placement Feature

##### 5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("Reciprocal Feature").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("One-Way Feature").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

#### 5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

#### 5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

#### 6. Daily Allocation and Depositor Control

##### 6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has





agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

#### 6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS (*"Exclusions List"*).

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

#### 6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

#### 6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review (*"DPR"*) will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.



(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (*"Proposed Placement List"*), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (*"Alternate Placement List"*). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

#### 7. FDIC Insurance Considerations

##### 7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

#### 7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

#### 7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

#### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.



### 8. Additional Considerations

#### 8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

#### 8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

#### 8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

### 9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."



(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

#### 10. Other Provisions

##### 10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

##### 10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.



#### 10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise





provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

(Add signature lines as needed.)



## Schedule 1 to ICS Deposit Placement Agreement

### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text"/>	\$ <input type="text"/>

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text"/>	\$ <input type="text"/>

(c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text"/>	<input type="checkbox"/> AM	<input type="checkbox"/> PM	<input type="checkbox"/> Eastern	<input type="checkbox"/> Central	<input type="checkbox"/> Mountain	<input type="checkbox"/> Pacific
(insert time)	(check AM or PM)		(check time zone)			

Daylight Saving Time applies when nationally in effect unless checked here ☐

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



## Schedule 2 to ICS Deposit Placement Agreement

### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Account Type

- ☐ We will place deposits for you in DDAs.
- ☐ We will place deposits for you in MMDAs.
- ☐ We may place deposits for you in DDAs or in MMDAs.
- ☐ You may use up to six MMDA Program Withdrawals per month.
- ☐ No per-month MMDA Program Withdrawal limit applies.
- (Check one above.)                      (If MMDAs will or may be used, check one above.)

#### 2. Placement Feature

- ☐ We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.
- ☐ We will use only the Reciprocal Feature in placing deposits for you.
- ☐ We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

#### 3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



#### (c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

\_\_\_\_\_  
Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("Agreement") with the following financial institution ("we" or "us"):

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("Deposit Accounts") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("Related Entitlements"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("Custodial Account") comprises all the CDARS and ICS custodial accounts that we maintain for you.
2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.
3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("UCC"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.
4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.
5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.
6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.
7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type): \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

(Add signature lines as needed.)

**From:** [Lisa Wood](#)  
**To:** [Brad A. Barrett](#); [Jessica Lichnovsky](#)  
**Subject:** RE: City of Owosso  
**Date:** Tuesday, May 02, 2023 3:47:15 PM

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Brad –

The bank does comply with your Investment Policy and Ordinance. The Intrafi products are a perfect fit for the City of Owosso seeing that the primary objective is Safety first. You will be able to say and show that every dollar placed in the account at The State Bank is insured by the FDIC and earning a strong interest rate at the same time if you decide to utilize CDARS or ICS (MM) or both.

Thank you  
Lisa

Lisa Wood  
VP Treasury Management  
The State Bank  
810-348-8287  
[Lisa.wood@thestatebank.com](mailto:Lisa.wood@thestatebank.com)

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**From:** Brad A. Barrett <[brad.barrett@ci.owosso.mi.us](mailto:brad.barrett@ci.owosso.mi.us)>  
**Sent:** Monday, May 1, 2023 11:17 AM  
**To:** Jessica Lichnovsky <[jessica.lichnovsky@thestatebank.com](mailto:jessica.lichnovsky@thestatebank.com)>; Lisa Wood <[lisa.wood@thestatebank.com](mailto:lisa.wood@thestatebank.com)>  
**Subject:** City of Owosso

Ladies –

Thank you for the time to come to Owosso today.

Attached is the city's investment policy (2023) and here is a link to the city's adopted ordinance:

[https://library.municode.com/mi/owosso/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH2AD\\_ARTVIFI\\_DIV1GE\\_S2-316INIDFU](https://library.municode.com/mi/owosso/codes/code_of_ordinances?nodeId=PTIICOOR_CH2AD_ARTVIFI_DIV1GE_S2-316INIDFU)

Please confirm that the bank and its investment products will comply with such policy and ordinance.

Thank you.

BRAD

Brad A. Barrett  
Finance Director  
City of Owosso



## **MEMORANDUM**

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301 W. MAIN, OWOSSO, MICHIGAN 48867 • (989) 725-0535

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DATE: May 8, 2023

TO: Mayor Teich and Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Amendment No. 2 to contract with SAFEbuilt Michigan, LLC

### **RECOMMENDATION:**

Approval of the amendment to the SAFEbuilt Michigan, LLC contract to reflect a revised effective date of July 1 to align with the City's fiscal year.

### **BACKGROUND:**

The City contracted with SAFEbuilt Michigan, LLC in June of 2017 to provide the City with building official and inspector services. The City and SAFEbuilt Michigan, LLC agreed in May of 2019 to a revised fee schedule.

Per recommendation from the Finance Department, the City has requested an amendment to the SAFEbuilt Michigan, LLC contract to reflect a revised start date of July 1 to align with the City's fiscal year.

### **FISCAL IMPACT:**

There would not be any monetary impact on the City's budget as the annual rate increase was adopted in 2019. This would have a positive effect on the internal processes and budgeting as this amendment would allow the contract to run in conjunction with the City's fiscal year.

**RESOLUTION NO.**

**APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH  
SAFEUILT MICHIGAN, LLC TO MODIFY THE CONTRACT DATE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, entered into a Professional Services Agreement with SAFEuilt Michigan, LLC on June 13, 2017 for building, mechanical, and plumbing-related inspection and professional services; and

WHEREAS, the Finance Department has requested an amendment to the contract's effective date to coincide with the City's fiscal year.

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

FIRST: it is advisable, necessary and in the public interest to approve Amendment No. 2 to the Professional Services Agreement with SAFEuilt Michigan, LLC modifying the effective date of the contract to July 1 to coincide with the City's fiscal year.

SECOND: the Mayor and City Clerk are authorized to sign the document substantially in the form attached, Amendment Two, to the Professional Services Agreement with SAFEuilt Michigan, LLC.



**AMENDMENT TWO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF OWOSSO, MICHIGAN  
AND SAFEbuilt MICHIGAN, LLC**

**This Amendment is entered into to amend the Professional Services Agreement** previously entered into on June 13, 2017, by and between City of Owosso, Michigan, (Municipality) and SAFEbuilt Michigan, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

**Amendment Effective Date:** This Amendment shall be effective following full execution by both Parties.

**RECITALS AND REPRESENTATIONS**

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on June 13, 2017; and

On May 14, 2019, Parties instituted Amendment One to the Agreement to revise fee schedule; and

Parties hereto now desire to amend the Agreement as set forth herein; and

**NOW, THEREFORE**

Agreement is hereby amended as set forth below:

- A. Agreement, Section 5. Term annual auto-renewal date shall be July 01 beginning July 01, 2023 to align with the City's fiscal year. Agreement shall subsequently automatically renew on July 01 of each additional term.
- B. Agreement, Exhibit B, 1. Fee Structure annual rate increase language shall be replaced with:  
Beginning July 01, 2024 and annually thereafter, all rates listed above will be increased by 2%.

**All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.**

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Gary Amato, CAO  
SAFEbuilt Michigan, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert J. Teich, Jr.  
Mayor, City of Owosso, Michigan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amy K. Kirkland  
Clerk, City of Owosso, Michigan

\_\_\_\_\_  
Date



## MEMORANDUM

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

---

DATE: April 28, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Change Order No. 2 to Professional Services Agreement with S&P Global Ratings

### RECOMMENDATION:

Consider approval of Change Order No. 2 to Purchase Order #43789 associated with private credit assessments completed by S & P Global Ratings.

### BACKGROUND:

The State of Michigan through its drinking water revolving fund program and clean water state revolving fund program has indicated interest in purchasing revenue bonds issued by the City of Owosso. One of the two revenue bond issuances will qualify for partial principal loan forgiveness.

The two state revolving loan programs require municipalities to complete private credit assessments and include such assessments in their applications.

A service agreement was approved by City Council in September 2022. Since requesting such services, the provider implemented their 2023 rates and a change order was requested in the amount of \$562.50. The engineer has indicated the clean water state revolving loan funded project's (WWTP Nitrogen & Roughing Towers Replacement Project) cost estimate has increased to \$19 million dollars. A credit rating for a \$19 million dollar project/bond is \$18,750 by S & P Global Ratings.

### FISCAL IMPACTS:

A private credit assessment fee for the clean water state revolving funded project is estimated at \$18,750 and a change order in the amount of \$2,625.00 is needed. This additional expense will be paid from the WWTP Fund 599.548.801.000. This expense is eligible for reimbursement with bond proceeds that are not forgiven by the state.

Attachments: (1) Resolution

**RESOLUTION NO.**

**AUTHORIZING CHANGE ORDER NO. 2 TO PURCHASE ORDER  
43789 FOR PRIVATE CREDIT ASSESSMENT SERVICES FROM  
S&P GLOBAL RATINGS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a service agreement with S&P Global Ratings on October 3, 2022 for the provision of private credit assessment services related to its applications for Drinking Water State Revolving Funds and Clean Water State Revolving Funds; and

WHEREAS, S&P Global Ratings recently amended their service fee due to an increase in the cost estimate for the Waste Water Treatment Plant Nitrogen and Roughing Towers Replacement Project to \$19 million dollars, necessitating a change to Purchase Order No. 43789 for the services noted.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to approve Change Order No. 2 to Purchase Order No. 43789 with S&P Global Ratings for the provision of two private credit assessments, increasing the total contract amount by \$2,625.00.
- SECOND: the accounts payable department is authorized to pay S&P Global Ratings for work satisfactorily completed up to the contract amount, including Change Order No. 2, for a total of \$33,187.50.
- THIRD: the above expense shall be paid from the Water Fund 591.200.801.000 and WWTP Fund 599.548.801.000.



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# MEMORANDUM

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DATE: May 9, 2023

TO: Mayor Teich and the Owosso City Council

FROM: Jessica Unangst, Director of HR & Administrative Services

RE: BS&A Server & SQL Licensing

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## RECOMMENDATION:

Approve purchase of BS&A server and SQL Licensing in the amount of \$19,819.98 to replace aging equipment.

## BACKGROUND:

The City of Owosso's current BS&A server will be seven years old in October. BS&A provides municipal software for the administration of various city functions: cash receipting, utility billing, tax, assessing, building department, accounts payable, general ledger, HR, payroll, etc. The quoted pricing is through one of our vendors, CDW-G, and includes the Sourcewell government contract pricing. I recommend approval and authorization of the purchase of a new BS&A server and SQL licensing in the amount of \$19,819.98 (\$7,900 for server, \$11,163.88 for the SQL licenses and \$756.10 for licensing) from CDW-G. The new server will have redundant power supplies and include a 5-year onsite hardware repair warranty, which will save us on current annual hardware maintenance costs of approximately \$1,300.00+ per year for the next five years.

It bears noting that staff had originally considered moving the BS&A server to a virtual environment to take advantage of the centralized security and management, and potentially free up floor space in the Server Room, but BS&A recommended a physical server and not a virtual environment. This new server should set us up for another six to seven years of BS&A module usage. We will also keep the old server as a disaster recovery option.

Expenses shall be paid from Account No. 101-228-978.000 (Equipment).

**RESOLUTION NO.**

**AUTHORIZING PURCHASE OF A NEW DELL SERVER AND LICENSING  
FROM CDW-G  
TO REPLACE THE AGING BS&A SERVER**

WHEREAS, the city of Owosso, a Michigan municipal corporation, utilizes a sophisticated network of computers to facilitate day-to-day operations; and

WHEREAS, periodic replacement of the components of said network are required from time-to-time to stay current and connected; and

WHEREAS, the city seeks to replace the aging server that hosts the city's BS&A administrative software; and

WHEREAS, IT staff has determined the best possible price for the required equipment would be obtained by utilizing Sourcewell's government cooperative purchasing contract with CDW-G; and

WHEREAS, city ordinance Sec. 2-345(3) provides for an exception to competitive bidding requirements when the best interest of the city would be served by jointly purchasing with another governmental unit; and

WHEREAS, the City Council must adopt a resolution authorizing the terms of CDW-G quotation # NJQK244.

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

- FIRST: it has determined that it is advisable, necessary and in the public interest to waive competitive bidding requirements and purchase one Dell PowerEdge R650 Rack Server and the corresponding Windows and SQL licensing from CDW-G in the amount of \$19,819.98, as detailed in Quote # NJQK244.
- SECOND: the contract between the City of Owosso and CDW-G shall be in the form of a Purchase Order, with reference to Sourcewell Government Cooperative Contract No. 081419-CDW.
- THIRD: the accounts payable department is authorized to pay CDW-G up to the amount of said quote upon satisfactory delivery of the equipment.
- FOURTH: the above expenses shall be paid from Account No. 101-228-978.000 (Equipment).



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

## Review and Complete Purchase

JEFF KISH,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NJQK244	5/5/2023	DELL SERVER	0774120	\$19,819.98

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">DELL CTO PE R650 4309Y 64GB PS</a> Mfg. Part#: 3000151974465 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	7445041	\$7,900.00	\$7,900.00
<a href="#">Microsoft SQL Server 2022 Standard - license - 2 cores</a> Mfg. Part#: 7NQ-01782 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	4	7300860	\$2,790.97	\$11,163.88
<a href="#">Microsoft Windows Server 2022 Standard - license - 16 cores</a> Mfg. Part#: 9EM-00831 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	1	6695296	\$756.10	\$756.10

<b>SUBTOTAL</b>	\$19,819.98
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$19,819.98</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF OWOSSO ACCOUNTS PAYABL 301 W MAIN ST OWOSSO, MI 48867-2999 <b>Phone:</b> (989) 725-0572 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF OWOSSO JEFF KISH 301 W MAIN ST OWOSSO, MI 48867-2999 <b>Phone:</b> (989) 725-0572 <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



## Sales Contact Info

**Jay Hussein** | (866) 875-7587 | [jhussein@cdwg.com](mailto:jhussein@cdwg.com)

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For more information, contact a CDW account manager

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# *MEMORANDUM*

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DATE: April 28, 2023

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Annual Workers' Compensation Insurance Policy Renewal

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## **RECOMMENDATION:**

Recommend payment to Michigan Municipal League (MML) Workers' Compensation Fund in the amount of \$121,672.00 for workers' compensation insurance premium for the coverage period of July 1, 2023 to June 30, 2024.

## **BACKGROUND:**

The City of Owosso is a member of the MML Workers' Compensation Fund, which provides the city with workers' compensation coverage.

The city receives four invoices from MML Workers' Compensation Fund throughout the fiscal year. In the past, City Council has seen such invoices for payment via the warrant. The Finance Department is requesting City Council to approve the total premium amount, so a purchase order can be created for this annual expense.

## **FISCAL IMPACTS:**

An expense of \$121,672.00 will be charged to various funds as outlined in the approved Fiscal Year Budget ending 6-30-2024.



**RESOLUTION NO.**

**AUTHORIZING PAYMENT OF ANNUAL INSURANCE PREMIUM WITH  
MICHIGAN MUNICIPAL LEAGUE WORKERS' COMPENSATION FUND**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is a member of the Michigan Municipal League Workers' Compensation Fund; and

WHEREAS, the MML Workers' Compensation Fund is a nonprofit self-insurance pool owned and governed by its members; and

WHEREAS, the City of Owosso wishes to secure workers' compensation insurance coverage for the period of July 1, 2023 to June 30, 2024 from the MML Workers' Compensation Fund; and

WHEREAS, cooperative purchasing is an exception to competitive bidding per Section 2-345 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: it has heretofore determined that it is advisable, necessary and in the public interest to remain a member of and seek annual workers' compensation coverage from the Michigan Municipal League Workers' Compensation Fund.
- SECOND: the finance director or human resources director is instructed and authorized to execute the documents necessary to secure said workers' compensation insurance coverage for the 2023-2024 fiscal year.
- THIRD: the accounts payable department is authorized to pay MML Workers' Compensation Fund premium for annual coverage estimated at \$121,672.00.
- FOURTH: the above expense shall be paid from various funds as outlined in the approved FYE 6-30-2024 budget as identified under the account code 719.000 – workers' compensation.

# Michigan Municipal League Workers' Compensation Fund

04/27/2023

Declaration Page

5001200-23

City Of Owosso  
Attn: Karen Krish  
301 W. Main Street  
Owosso, MI 48867

Coverage Period 7/1/2023 to 6/30/2024

RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5509-00	Street Operations	423,500	6.39	27,062
7520-00	Water Operations	721,400	3.17	22,868
7580-00	Sewer Operations	544,600	1.39	7,570
7704-01	Firefighters	1,326,400	4.47	59,290
7720-01	Police Officers	1,506,200	2.52	37,956
7720-02	Volunteer Police Officers	58,200	2.36	1,374
8395-00	Garage Operations	121,900	3.00	3,657
8810-01	Clerical-Office	1,043,100	0.37	3,859
8810-02	Elected Officials	34,300	0.20	69
8810-03	Libraries & Museums: Prof/Clerical	13,800	0.27	37
9015-00	Building Operations	48,000	4.05	1,944
9102-00	Parks & Recreation	45,100	2.88	1,299
9103-00	Crossing Guards	40,800	3.43	1,399
9410-00	Municipal Employee	587,700	0.61	3,585
	Totals:	\$6,515,000		\$171,969

## Coverage Amount

Employers Liability: \$2,000,000  
Workers' Compensation: STATUTORY

**Premium To Be Billed on Installments:** \$121,672

Total Standard Premium	\$171,969
Experience Modifier: 1.11	\$18,917
Modified Premium	= \$190,886
Size of Premium Credit	(\$12,441)
Expense Constant	\$150
Total Estimated Premium	= \$178,595
(Dividend Credit)	(\$56,923)
NET ESTIMATED ANNUAL PREMIUM	= \$121,672



## MEMORANDUM

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DATE: May 1, 2023  
TO: City Council  
FROM: Lizzie Fredrick, DDA/Main Street Director  
SUBJECT: Main Street Plaza Masonry Repair Bid Award

### RECOMMENDATION:

Award of contract to Bornor Restoration, Inc. of Lansing, Michigan, for the Main Street Plaza Masonry Repair Bid in the amount of \$34,860.00.

### BACKGROUND:

Bids were received on April 18, 2023 for the Main Street Plaza Masonry Repair Bid. This work involves disassembling and rebuilding one (1) raised planter box at Main Street Plaza, located on the corner of E. Main Street and S. Washington Street. Four (4) bids were received, and reviewed by DPW staff and the Downtown Development Authority/Main Street Board, with both recommending the contract be awarded to Bornor Restoration, Inc.

It is noted this is not the lowest bid. The Bornor Restoration bid is recommended for Council approval due to the fact that it was the lowest bid that included significant waterproofing and detailed information on drainage, and both DPW staff and the DDA Board felt the plan of work proposed by Bornor would ensure a longer life expectancy for the repair than that of the lowest bidder Top Hat Masonry Repair. (The second place bid was rejected because it did not have a detailed work plan.)

### FISCAL IMPACTS:

Funds for this work are to be charged from the Parking Department Capital Outlay Account No. 101-585-974.000.

Attachments: (1) Resolution  
(2) Bid Tab

**RESOLUTION NO.**

**AUTHORIZING AWARD OF THE MAIN STREET PLAZA MASONRY REPAIR BID  
TO BORNOR RESTORATION, INC. OF LANSING, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has identified the need to disassemble and rebuild one (1) raised planter box at Main Street Plaza, located on the corner of E. Main Street and S. Washington Street; and

WHEREAS, the City of Owosso, in collaboration with the Downtown Development Authority/Main Street Board, sought bids for the necessary repair work, to be completed as outlined in the Main Street Plaza Masonry Repair bid, and the responsible bid was received from Bornor Restoration, Inc. in the amount of \$34,860.00; and

WHEREAS, Bornor Restoration, Inc. was not the low bidder, but reviews by both DPW staff and the DDA Board concluded the repair proposed by Bornor would likely have the longest lifespan and they were the lowest bidder qualified to provide such services.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to employ Bornor Restoration, Inc. to complete the masonry repair work as outlined in the Main Street Plaza Masonry Repair Bid.
- 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 Bornor Restoration, Inc. in the amount of \$34,860.00.
- THIRD: the Accounts Payable department is authorized to pay Bornor Restoration, Inc. for work satisfactorily completed on the project up to the initial contact amount of \$34,860.00.
- FOURTH: the above expenses shall be paid from the Parking Department Capital Outlay Account No. 101-585-974-000.

**EXHIBIT A**

**Contract for Services Between**

**The City of Owosso**

**and**

**Bornor Restoration, Inc.**

**Main Street Plaza Masonry Bid**

**May 2023**

## **CONTRACT**

THIS AGREEMENT is made on May \_\_\_\_, 2023 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and **BORNOR RESTORATION, INC.** ("contractor"), a Michigan company, whose address is 525 Filley Street, Lansing, Michigan 48906.

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

### **ARTICLE I - Scope of work**

The contractor agrees to provide the services listed in the proposal entitled "**Main Street Plaza Masonry 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-four thousand eight hundred sixty dollars (\$34,860.00). No additional work shall be performed unless a change order is issued by the city.

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

### **ARTICLE III – Assignment**

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

### **ARTICLE IV - Choice of law**

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

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

### **ARTICLE V - Relationship of the parties**

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

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

**ARTICLE VI – Notice**

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

**ARTICLE VII - Indemnification**

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

**ARTICLE VIII - Entire agreement**

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

FOR CONTRACTOR

By \_\_\_\_\_

Its: \_\_\_\_\_

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

THE CITY OF OWOSSO

By \_\_\_\_\_

Its: Robert J. Teich, Jr., Mayor

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

By \_\_\_\_\_

Its: Amy K. Kirkland, City Clerk

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

PO NUMBER:





## MEMORANDUM

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**DATE:** May 15, 2023

**TO:** Mayor Teich and Owosso City Council

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

**SUBJECT:** Joint Solicitation–Lansing Board of Water & Light (LBWL) Consortium for Bulk – FY2023-24

### RECOMMENDATION:

Authorization to enter into purchase agreements with PVS Technologies, Inc., JCI Jones Chemicals, Inc. and Graymont Western Lime Inc. for bulk chemicals 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 bulk chemicals are the lowest priced available through the competitive bid process for the 2023-2024 budget year:

Ferric Chloride ( $\text{FeCl}_3$ ) is used at the Wastewater Treatment Works for removal of phosphorous and suspended solids. Of the bids received by LBWL, PVS Technologies, Inc. of Detroit, Michigan was the low responsible and responsive bidder at \$1,150.00/Dry Ton of  $\text{FeCl}_3$  ion. The dry price increased **48%** over last year (\$778/Dry Ton). 2022 price was \$778.00/Liquid Ton or \$778.00/Dry Ton. Before this prices remained the same from 2019 – 2021 at \$225.00/Liquid Ton and \$592.00/Dry Ton. Owosso will enter into a separate agreement as the LBWL does not use  $\text{FeCl}_3$ .

Sodium Hypochlorite ( $\text{NaOCl}$ ) 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. Of the bids received by LBWL, JCI Jones Chemicals, Inc., of Riverview, Michigan was the low responsible and responsive bidder at \$2.05/gallon, an increase of **29%** over last year. 2022 price was \$1.59/gallon, 2021 price was \$0.72/gallon, 2020 price was \$0.71/gallon, 2019 price was \$0.746/gallon, and 2018 price was \$0.67/gallon.

$\text{CaCO}_3$  Lime (Pebble Quick Lime) is primarily used for the removal of carbonate hardness and iron from ground water, and also provides some disinfection properties for water. Of the bids received by LBWL, Graymont Western Lime Inc. of Westbend, Wisconsin was the low responsible bidder at \$172.00/Dry Ton, an increase of **15%** over last year. 2022 price was \$149.50/Dry Ton, 2021 price was \$143.50/Dry Ton, 2020 price was \$143.90/Dry Ton, 2019 price was \$143.00/Dry Ton, and 2018 price was \$134.61/Dry Ton.

**FISCAL IMPACTS:**

FeCl3 usage estimated for FY2023-2024 is 85.5 ton @ \$1,150.00/Dry Ton for estimated total  
..... \$98,325.00

NaOCl usage estimated for FY2023-2024 is 54,000 gallons @ \$2.05/gallon for estimated total  
..... \$110,700.00

CaCO3 usage estimated for FY2023-2024 is 840 ton @ \$172.00/Dry Ton for estimated total  
..... \$144,480.00

**Document originated by:** Ryan E. Suchanek

**Attachments:** (1) Resolutions  
(2) Bid Documents

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR FERRIC  
CHLORIDE WITH PVS TECHNOLOGIES, INC.  
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT 2023  
CONSORTIUM COMPETITIVE BIDDING PROGRAM**

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

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

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to purchase Ferric Chloride from PVS Technologies, Inc. of Detroit, Michigan, at the price of \$1,150.00 per dry ton, with an estimated usage of 85.5 dry ton for FY 2023-2024.
- SECOND: the accounts payable department is authorized to submit payment to PVS Technologies, Inc. in an amount estimated at \$98,325.00 for FY2023-2024, based on unit prices and actual quantities delivered.
- THIRD: the above expenses shall be paid from the wastewater fund following delivery, and chargeable to account 599-548-743.100.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR SODIUM  
HYPOCHLORITE WITH JCI JONES CHEMICALS, INC. OF RIVERVIEW, MICHIGAN IN  
ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM  
2023 COMPETITIVE BIDDING PROGRAM**

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

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

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to purchase sodium hypochlorite from JCI Jones Chemicals, Inc. at the price of \$2.05 per gallon with an estimated usage of 54,000 gallons FY2023-2024.
- SECOND: the accounts payable department is authorized to submit payment to JCI Jones Chemicals, Inc., in an amount estimated at \$110,700.00, based on unit prices and actual quantities delivered.
- 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 estimated amount of \$83,025.00, and to account 591-553-743.000 in the estimated amount of \$27,675.00.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR LIME (PEBBLE  
QUICK LIME) WITH GRAYMONT WESTERN LIME INC.  
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM  
2023 COMPETITIVE BIDDING PROGRAM**

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

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

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to purchase Lime from Graymont Western Lime Inc., at the price of \$172.00 per ton with an estimated usage of 840 ton for FY2023-2024.
- SECOND: the accounts payable department is authorized to submit payment to Graymont Western Lime Inc. in an amount estimated at \$144,480.00, based on unit prices and actual quantities delivered.
- THIRD: the above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)					
04/14/2023	9090 (E)	HUNTINGTON NATONAL BANK -CREDI	HUNTINGTON NATONAL BANK -CREDI	CITY CREDIT CARD PURCHASES MARC	2,492.09
04/14/2023	9091 (A)	AIS CONSTRUCTION EQUIPMENT	AIS CONSTRUCTION EQUIPMENT	PARTS FOR #125 & 345B DPW QPO 2	1,993.57
04/14/2023	9092 (A)	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	MARCH 2023 AMAZON ORDERS	499.99
04/14/2023	9093 (A)	CINTAS CORPORATION #308	CINTAS CORPORATION #308	FLOOR MATS PER SERVICE AGREEMEN	38.32
04/14/2023	9094 (A)	COMMUNITY IMAGE BUILDERS	COMMUNITY IMAGE BUILDERS	PLANNING, ZONING & DEVELOPMENT	1,107.00
04/14/2023	9095 (A)	CONSUMERS ENERGY	CONSUMERS ENERGY	ENERGY BILL MARCH 2023	67,794.18
04/14/2023	9096 (A)	DALTON ELEVATOR LLC	DALTON ELEVATOR LLC	GAS CYLINDER RENTAL/REFILLS - P	501.84
04/14/2023	9097 (A)	EMD MILLIPORE CORPORATION	EMD MILLIPORE CORPORATION	PROGARD PRETREATMENT & VENT FIL	1,237.05
04/14/2023	9098 (A)	ETNA SUPPLY COMPANY	ETNA SUPPLY COMPANY	WATER DEPARTMENT - STOCK INVENT	2,775.00
			ETNA SUPPLY COMPANY	S104998343.001 . S104998343.002	1,760.47
					4,535.47
04/14/2023	9099 (A)	FASTENAL COMPANY	FASTENAL COMPANY	HARDWARE FOR WWTP QPO 28040	91.43
04/14/2023	9100 (A)	FERGUSON ENTERPRISES LLC	FERGUSON ENTERPRISES LLC	WATER INVENTORY-PURCHASE NOT TO	2,616.09
04/14/2023	9101 (A)	FRONT LINE SERVICES INC	FRONT LINE SERVICES INC	REPAIR ON ENGINE 3 FOR OFD QPO	1,139.67
04/14/2023	9102 (A)	GENUINE PARTS COMPANY	GENUINE PARTS COMPANY	PARTS/SUPPLIES-INVOICE TO BE SI	373.07
04/14/2023	9103 (A)	GILBERT'S DO IT BEST HARDWARE	GILBERT'S DO IT BEST HARDWARE	MARCH 2023 HARDWARE STORE PURC	1,059.09
04/14/2023	9104 (A)	GOYETTE MECHANICAL	GOYETTE MECHANICAL	MONTHLY INSPECTION ON BOILER AT	199.50
			GOYETTE MECHANICAL	BOILER REPAIR FOR OFD QPO 27746	1,102.66
					1,302.16
04/14/2023	9105 (A)	GRAYMONT WESTERN LIME INC	GRAYMONT WESTERN LIME INC	PEBBLES QUICK LIME FY 2022-2023	6,959.23
04/14/2023	9106 (A)	GREEN TECH SYSTEMS LLC	GREEN TECH SYSTEMS LLC	2022-2024 WATER LINE REPLACEMEN	80,999.80
04/14/2023	9107 (A)	GROUP RESOURCES	GROUP RESOURCES	FSA ADMIN FEE APRIL2023	104.50
04/14/2023	9108 (A)	HOSPITAL NETWORK HEALTHCARE SE	HOSPITAL NETWORK HEALTHCARE SE	MEDICAL WASTE FEE OFD QPO 27719	126.60
04/14/2023	9109 (A)	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	OWOSSOMIUT21 P & I PAYMENT	635,725.00
04/14/2023	9110 (A)	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	OWOSSOMILT21 P & I PAYMENT	63,500.00
04/14/2023	9111 (A)	J & H OIL COMPANY	J & H OIL COMPANY	GAS AND FUEL 3/16/2023 - 03/31/	5,900.67
			J & H OIL COMPANY	FUEL FOR WWTP	709.09
					6,609.76
04/14/2023	9112 (A)	JERRYS TIRE & AUTO SERVICE INC	JERRYS TIRE & AUTO SERVICE INC	ONE DRIVE TIRE REPLACEMENT ON W	423.95
04/14/2023	9113 (A)	JON STUART HARRIS	JON STUART HARRIS	ELECTRICAL INSPECTIONS MARCH 20	550.00
04/14/2023	9114 (A)	KENT COMMUNICATIONS INC	KENT COMMUNICATIONS INC	QUARTERLY UTILITY BILLS WITH IN	2,079.46
04/14/2023	9115 (A)	KIESLER POLICE SUPPLY INC	KIESLER POLICE SUPPLY INC	AMMUNITION FOR OPD QPO 27739	466.54
			KIESLER POLICE SUPPLY INC	AMMUNITION FOR OPD QPO 27747	360.00
					826.54
04/14/2023	9116 (A)	KNOWBE4 INC	KNOWBE4 INC	KNOW BE 4 SECURITY AWARENESS TRA	5,017.68
04/14/2023	9117 (A)	LANSING UNIFORM CO.	LANSING UNIFORM CO.	UNIFORMS FOR OPD QPO 27977	712.60
			LANSING UNIFORM CO.	UNIFORMS FOR OPD QPO 27977	169.90
			LANSING UNIFORM CO.	UNIFORMS FOR OPD QPO 27977	159.90
					1,042.40
04/14/2023	9118 (A)	LOGICALIS INC	LOGICALIS INC	IT NETWORK ENGINEERING SERVICES	5,460.00
			LOGICALIS INC	CERTIFICATE RENEWAL FOR QPO 279	337.50
			LOGICALIS INC	ROUTER REPLACEMENT2022-143635V1	29,429.30
					35,226.80

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04/14/2023	9119 (A)	LUNGHAMER FORD OF OWOSSO	LUNGHAMER FORD OF OWOSSO	REPAIR ON OPD#1402 QPO 27734	1,198.55
			LUNGHAMER FORD OF OWOSSO	TIRE TREAD MEASUREMENT FOR OPD#	57.95
			LUNGHAMER FORD OF OWOSSO	OIL CHANGE FOR OPD # 2223 QPO 2	59.81
					<hr/> 1,316.31
04/14/2023	9120 (A)	MEMORIAL HEALTHCARE CENTER	MEMORIAL HEALTHCARE CENTER	PRE-EMPLOYMENT DRUG SCREEN FOR	65.50
04/14/2023	9121 (A)	MICHIGAN RURAL WATER ASSOCIAT	MICHIGAN RURAL WATER ASSOCIAT	MEMBER REGISTRATION - M. GROLL	340.00
04/14/2023	9122 (A)	MUNICIPAL EMERGENCY SERVICES	MUNICIPAL EMERGENCY SERVICES	GAS DETECTOR & SHIPPING	2,734.41
			MUNICIPAL EMERGENCY SERVICES	SHEILD FOR FIRE FIGHTER CONWAY	60.00
					<hr/> 2,794.41
04/14/2023	9123 (A)	MUNICIPAL EMPLOYEES RETIREMENT	MUNICIPAL EMPLOYEES RETIREMENT	EMPLOYER CONTRIBUTIONS	81,509.00
04/14/2023	9124 (A)	OHM ADVISORS	OHM ADVISORS	ENGINEERING - JUNIPER WELL HOUS	1,265.00
			OHM ADVISORS	CENTER ST WATER MAIN PROJECT-EN	2,796.00
					<hr/> 4,061.00
04/14/2023	9125 (A)	PHP MEDICARE	PHP MEDICARE	PHP MEDICARE PAYMENT MAY 2023	88.00
04/14/2023	9126 (A)	PRO-COMM INC	PRO-COMM INC	MINITOR CHARGER & ANTENNA FOR O	144.00
			PRO-COMM INC	EQUIPMENT FOR NEW AMBULANCE OFD	824.17
					<hr/> 968.17
04/14/2023	9127 (A)	PVS TECHNOLOGIES, INC.	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE FY 2022-2023 P	6,815.81
04/14/2023	9128 (A)	REPUBLIC SERVICES INC	REPUBLIC SERVICES INC	REFUSE SERVICE 7/1/22-6/30/23 P	368.88
04/14/2023	9129 (A)	SAFEBUILT MICHIGAN LLC	SAFEBUILT MICHIGAN LLC	BUILDING DEPARTMENT SERVICES-5/	12,633.69
04/14/2023	9130 (A)	SHIAWASSEE DISTRICT LIBRARY	SHIAWASSEE DISTRICT LIBRARY	2022 TAX SETTLEMENT	28,117.57
04/14/2023	9131 (A)	SHIAWASSEE DISTRICT LIBRARY	SHIAWASSEE DISTRICT LIBRARY	DELINQUENT PERSONAL PROPERTY DI	244.19
04/14/2023	9132 (A)	STAPLES BUSINESS CREDIT	STAPLES BUSINESS CREDIT	2023 MARCH STAPLES ORDERS	615.47
			STAPLES BUSINESS CREDIT	2023 FEBRUARY STAPLES ORDERS	14.99
					<hr/> 630.46
04/14/2023	9133 (A)	STRYKER FLEX FINANCIAL	STRYKER FLEX FINANCIAL	3 MONITORS & 1 DEFIBRILLATOR PE	34,949.60
04/14/2023	9134 (A)	TAYLOR AND MORGAN CPA PC	TAYLOR AND MORGAN CPA PC	ACCOUNTANT SERVICES JANUARY 202	1,072.50
04/14/2023	9135 (A)	THE ACCUMED GROUP	THE ACCUMED GROUP	BILLING SERVICE FEE EMS & FIRE	5,658.80
04/14/2023	9136 (A)	THE ARGUS-PRESS	THE ARGUS-PRESS	ADVERTISING FOR CITY OF OWOSSO	412.65
04/14/2023	9137 (A)	TOTAL ENERGY SYSTEMS LLC	TOTAL ENERGY SYSTEMS LLC	GENERATOR MAINTENANCE FOR OFD Q	1,837.05
04/14/2023	9138 (A)	UNITED PARCEL SERVICE	UNITED PARCEL SERVICE	SHIPPING FOR WWTP	45.78
			UNITED PARCEL SERVICE	SHIPPING FOR WWTP	41.05
			UNITED PARCEL SERVICE	SHIPPING FOR VARIOUS DEPTARTMEN	27.13
			UNITED PARCEL SERVICE	SHIPPING FOR WWTP	5.06
			UNITED PARCEL SERVICE	SHIPPING FOR FYE 6/30/2023 WATE	5.72
					<hr/> 124.74
04/14/2023	9139 (A)	VERIZON WIRELESS	VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	501.86
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	86.34
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	40.55
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	604.87
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	156.08
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	157.77
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	36.01
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	91.62
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	244.46
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	107.20
			VERIZON WIRELESS	VERIZON WIRELESS CELLULAR CHARG	133.40

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					2,160.16
04/14/2023	9140 (A)	WASTE MANAGEMENT OF MICHIGAN	WASTE MANAGEMENT OF MICHIGAN	WASTE MANAGEMENT SERVICES	9,683.47
04/28/2023	9141 (A)	AMAZON CAPITAL SERVICES	AMAZON CAPITAL SERVICES	MARCH 2023 AMAZON ORDERS	58.99
			AMAZON CAPITAL SERVICES	APRIL 2023 AMAZON PURCHASES	170.97
					229.96
04/28/2023	9142 (A)	APPLIED INDUSTRIAL TECHNOLOGIE	APPLIED INDUSTRIAL TECHNOLOGIE	DODGE GEARBOX FOR WWTP QPO 2805	1,987.79
				APPLIED INDUSTRIAL TECHNOLOGIEREPAIR KIT FOR AURORA PUMP WWTP	551.51
					2,539.30
04/28/2023	9143 (A)	AUTOVALUE - CORUNNA	AUTOVALUE - CORUNNA	FITTINGS AND SUPPLIES FOR EQUIP	751.58
04/28/2023	9144 (A)	AXON ENTERPRISE INC	AXON ENTERPRISE INC	20 BODY WORN CAMERAS & 4 IN-CAR	44,369.00
			AXON ENTERPRISE INC	20 BODY WORN CAMERAS & 4 IN-CAR	16,136.25
			AXON ENTERPRISE INC	20 BODY WORN CAMERAS & 4 IN-CAR	748.62
					61,253.87
04/28/2023	9145 (A)	B S & A SOFTWARE	B S & A SOFTWARE	DELIQUENT PERSONAL PROPERTY SYS	530.00
04/28/2023	9146 (A)	BOUND TREE MEDICAL LLC	BOUND TREE MEDICAL LLC	EMS SUPPLIES FIRE QPO 27742	953.34
04/28/2023	9147 (A)	C D W GOVERNMENT, INC.	C D W GOVERNMENT, INC.	SYMANTEC EDPOINT PROTECTION QUO	2,940.00
04/28/2023	9148 (A)	CINTAS CORPORATION #308	CINTAS CORPORATION #308	FLOOR MATS PER SERVICE AGREEMEN	38.32
04/28/2023	9149 (A)	DBMA OWOSSO LLC	DBMA OWOSSO LLC	REVOLVING LOAN FUND GRANT	20,745.00
04/28/2023	9150 (A)	EJ USA INC	EJ USA INC	ADJ RINGS FOR ENGINEERING DPW Q	339.90
04/28/2023	9151 (A)	FISHBECK, THOMPSON, CARR & HUE	FISHBECK, THOMPSON, CARR & HUE	ENGINEERING SERVICES FOR WWTP S	1,177.00
			FISHBECK, THOMPSON, CARR & HUE	WWTP PHASE 1 PREENGINEERING WOR	107,461.62
			FISHBECK, THOMPSON, CARR & HUE	WATER MASTER PLAN - RELIABILITY	14,433.52
					123,072.14
04/28/2023	9152 (A)	GOULD LAW PC	GOULD LAW PC	LEGAL SERVICES 03/04/2023 - 04/	9,927.60
04/28/2023	9153 (A)	GREEN TECH SYSTEMS LLC	GREEN TECH SYSTEMS LLC	2022-2024 WATER LINE REPLACEMEN	84,712.00
04/28/2023	9154 (A)	GROUP RESOURCES	GROUP RESOURCES	MAY 2023 FSA ADMIN INVOICE	104.50
04/28/2023	9155 (A)	HUTSON INC OF MICHIGAN	HUTSON INC OF MICHIGAN	ROUTINE PARTS/SUPPLIES-INDIVIDU	918.25
04/28/2023	9156 (A)	J & H OIL COMPANY	J & H OIL COMPANY	GAS AND FUEL 3/31/2023 - 04/15/	4,954.99
04/28/2023	9157 (A)	JCI JONES CHEMICALS INC	JCI JONES CHEMICALS INC	SODIUM HYPOCHLORITE PER LANSIN	6,414.10
04/28/2023	9158 (A)	LOGICALIS INC	LOGICALIS INC	QUOTATION 2023-159402V1 MIDEAL	2,801.60
04/28/2023	9159 (A)	LUNGHAMER FORD OF OWOSSO	LUNGHAMER FORD OF OWOSSO	OIL CHANGE FOR OPD #2207 POLICE	57.95
04/28/2023	9160 (A)	MERIT LABORATORIES INC	MERIT LABORATORIES INC	FYE 6/30/2023 WATER TESTS AND L	40.00
04/28/2023	9161 (A)	MICH BUSINESS POWERED BY MBPA	MICH BUSINESS POWERED BY MBPA	MONTHLY COBRA BILLING MAY 2023	55.00
04/28/2023	9162 (A)	NATHAN HENNE	NATHAN HENNE	REIMBURSEMENT FOR CONFERENCE EX	1,523.48
04/28/2023	9163 (A)	NATIONAL VISION ADMINISTRATORS	NATIONAL VISION ADMINISTRATORS	VISION INSURANCE MAY 2023	541.05
04/28/2023	9164 (A)	NORTHERN PUMP & WELL INC	NORTHERN PUMP & WELL INC	OSBURN WELL EMERGENCY REPAIR	34,866.00
04/28/2023	9165 (A)	ODEN TRAINING	ODEN TRAINING	WATER FILTRATION EXAM REVIEW FO	1,250.00
04/28/2023	9166 (A)	PHP INSURANCE COMPANY	PHP INSURANCE COMPANY	HEALTH INSURANCE PREMIUM	99,668.74
04/28/2023	9167 (A)	QUADIENT FINANCE USA INC	QUADIENT FINANCE USA INC	SUPPLIES FOR POSTAGE MACHINE	165.30
04/28/2023	9168 (A)	QUADIENT INC	QUADIENT INC	STANDARD MAINTENANCE FEE FOR MA	1,666.35
04/28/2023	9169 (A)	SORENSEN GROSS COMPANY	SORENSEN GROSS COMPANY	OWOSSO WWTP SOLIDS HANDLING PRO	263,254.22
04/28/2023	9170 (A)	UNIQUE PAVING MATERIALS CORP	UNIQUE PAVING MATERIALS CORP	COLD PATCH	6,637.57
04/28/2023	9171 (A)	UNITED PARCEL SERVICE	UNITED PARCEL SERVICE	SHIPPING FOR CITY ADMIN BUSINES	7.79
			UNITED PARCEL SERVICE	SHIPPING FOR WWTP	157.90
					165.69
04/28/2023	9172 (A)	US BANCORP GOVERNMENT LEASING	US BANCORP GOVERNMENT LEASING	077-0019784-002 METERS CONTRACT	150,919.06
04/28/2023	9173 (A)	USA BLUE BOOK	USA BLUE BOOK	HATCH STERILE DILUTION WATER FO	33.15



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			USA BLUE BOOK	HATCH STERILE DILUTION WATER FO	11.05
			USA BLUE BOOK	LOCATOR FOR DPW QPO 28200	954.39
					998.59
04/28/2023	9174 (A)	VERIZON WIRELESS	VERIZON WIRELESS	M2M CELLULAR CHARGES	125.10
04/28/2023	9175 (A)	WEB ASCENDER	WEB ASCENDER	QUARTERLY HOSTING FOR CITY'S WE	150.00
04/28/2023	9176 (A)	WITMER PUBLIC SAFETY GROUP INC	WITMER PUBLIC SAFETY GROUP INC	MOURNING BADGE COVER FOR FIRE D	43.82
04/28/2023	9177 (E)	MAILCHIMP	MAILCHIMP	EMAIL SERVICE - ESSENTIALS PLAN	13.00
04/12/2023	135972	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT SERVICES	MATERIALS FOR LEAN TO ROOF	200.31
04/14/2023	135973	ADVANCED DRAINAGE SYSTEMS INC	ADVANCED DRAINAGE SYSTEMS INC	SOLID 18" PIPE FOR DPW 100' TOT	1,760.05
04/14/2023	135974	AZEE BUSINESS SOLUTIONS LLC	AZEE BUSINESS SOLUTIONS LLC	CHOCOLATE WALK PARTICIPANT REIM	91.66
04/14/2023	135975	BRAD BARRETT	BRAD BARRETT	BINDERS FOR ANNUAL BUDGET REPOR	18.60
04/14/2023	135976	CARRIE FARR	CARRIE FARR	MILAGE REIMBURSEMENT FOR TRAVEL	82.53
04/14/2023	135977	CUMMINS SALES AND SERVICE	CUMMINS SALES AND SERVICE	FUSES FOR GENERATOR WWTP QPO 28	131.55
04/14/2023	135978	D & D TRUCK & TRAILER PARTS	D & D TRUCK & TRAILER PARTS	PARTS/SUPPLIES-INDIVIDUAL PURCH	405.65
04/14/2023	135979	DON MARRAH AUTOBODY INC	DON MARRAH AUTOBODY INC	DEDUCTIBLE FOR REPAIR OF CITY P	1,000.00
04/14/2023	135980	FREDRICKSON SUPPLY	FREDRICKSON SUPPLY	REBUILD KITS FOR VAC TRUCK CUTT	498.00
04/14/2023	135981	H K ALLEN PAPER CO	H K ALLEN PAPER CO	SHOP CLEANING SUPPLIES FOR DPW	375.00
			H K ALLEN PAPER CO	CLEANING SUPPLIES FOR CITY HALL	540.50
			H K ALLEN PAPER CO	CLEANING SUPPLIES FOR OFD QPO 2	136.00
					1,051.50
04/14/2023	135982	H2O COMPLIANCE SERVICES INC	H2O COMPLIANCE SERVICES INC	H2O CROSS CONNECTION CONTROL PR	767.81
04/14/2023	135983	HARRIS ELECTRIC LLC	HARRIS ELECTRIC LLC	ELECTRICAL WORK FOR OFD QPO 277	110.00
04/14/2023	135984	HOME DEPOT CREDIT SERVICES	HOME DEPOT CREDIT SERVICES	MARCH 2023 HOME DEPOT PURCHASES	760.11
04/14/2023	135985	INDUSTRIAL SUPPLY OF OWOSSO IN	INDUSTRIAL SUPPLY OF OWOSSO IN	BANDSAW SUPPLIES FOR WWTP QPO 2	97.30
04/14/2023	135986	J'S TUX & BRIDAL BOUTIQUE	J'S TUX & BRIDAL BOUTIQUE	CHOCOLATE WALK PARTICIPANT REIM	91.66
04/14/2023	135987	JAGER, PAULA D	JAGER, PAULA D	BD Payment Refund	50.00
04/14/2023	135988	JUDITH M. MALINOWSKI	JUDITH M. MALINOWSKI	PRE-EMPLOYMENT PSYCHOLOGICAL EV	500.00
04/14/2023	135989	JUDY ELAINE CRAIG	JUDY ELAINE CRAIG	MAIL COURIER SERVICE - MARCH 20	207.00
04/14/2023	135990	KELLY'S REFUSE	KELLY'S REFUSE	DDA - DOWNTOWN TRASH CANS PICK	1,000.00
04/14/2023	135991	LEXISNEXIS COPLOGIC SOLUTIONS	LEXISNEXIS COPLOGIC SOLUTIONS	SUPPORT AND MAINTENANCE 3/1/202	858.60
04/14/2023	135992	MICHIGAN CO INC	MICHIGAN CO INC	WHITE RAGS FOR DPW QPO 28199	268.68
			MICHIGAN CO INC	WHITE RAGS FOR DPW QPO 28199	189.87
					458.55
04/14/2023	135993	MICHIGAN MUNICIPAL LEAGUE (UIA	MICHIGAN MUNICIPAL LEAGUE (UIA	UNEMPLOYMENT QUARTERLY PAYMENT	556.68
04/14/2023	135994	OWOSSO BOLT & BRASS CO	OWOSSO BOLT & BRASS CO	INV# 83265, 83318, 83450 - STAT	592.84
04/14/2023	135995	OWOSSO MASTER TENANT	OWOSSO MASTER TENANT	CONFERENCE ROOM RENTAL - COMMUN	200.00
04/14/2023	135996	OWOSSO PUBLIC SCHOOLS	OWOSSO PUBLIC SCHOOLS	DELINQUENT PERSONAL PROPERTY DI	1,781.81
04/14/2023	135997	OWOSSO-WATER FUND	OWOSSO-WATER FUND	OWOSSO UTILITY BILLS	5,185.59
04/14/2023	135998	PROFESSIONAL ANSWERING SERVICE	PROFESSIONAL ANSWERING SERVICE	PROFESSIONL ANSWERING SERVICES	75.00
04/14/2023	135999	RICOH USA	RICOH USA	PRINTING EXPENSES 01/21/2023 -	1,013.15
04/14/2023	136000	ROTARY CLUB OF OWOSSO	ROTARY CLUB OF OWOSSO	MARCH DUES & MEALS	65.00
			ROTARY CLUB OF OWOSSO	APRIL DUES & MEALS	56.00
					121.00
04/14/2023	136001	SARA STITES	SARA STITES	WATER SERVICE LINE REIMBURSEMEN	2,855.00
04/14/2023	136002	SHATTUCK SPECIALTY ADVERTISING	SHATTUCK SPECIALTY ADVERTISING	NAME BADGE HOLDER FOR COUNCIL M	24.00
04/14/2023	136003	SHIAWASSEE COUNTY TREASURER	SHIAWASSEE COUNTY TREASURER	MOBILE HOME TAX DISBURSEMENT	947.50
04/14/2023	136004	SHIAWASSEE COUNTY TREASURER	SHIAWASSEE COUNTY TREASURER	DELINQUENT PERSONAL PROPERTY TA	1,717.20
04/14/2023	136005	SHIAWASSEE COUNTY-REGISTER OF	SHIAWASSEE COUNTY-REGISTER OF	MILWAUKEE STREET PERMANENT EASE	210.00
04/14/2023	136006	SPARTAN STORES LLC	SPARTAN STORES LLC	MARCH 2023 PURCHASES	181.44
04/14/2023	136007	STATE OF MICHIGAN	STATE OF MICHIGAN	2022 OPRA SETTLEMENT FROM COUNT	11,450.17
04/14/2023	136008	STATE OF MICHIGAN	STATE OF MICHIGAN	SOR REGISTRATION FEE MARCH. 202	690.00
04/14/2023	136009	STATE OF MICHIGAN	STATE OF MICHIGAN	BOILER INSPECTIONS 02/13/2023	130.00

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04/14/2023	136010	WAKELAND OIL COMPANY	WAKELAND OIL COMPANY	CAR WASHES FOR OPD	525.00
04/14/2023	136011	WIN'S ELECTRICAL SUPPLY OF OWC	WIN'S ELECTRICAL SUPPLY OF OWC	SUPPLIES-INVOICE TO BE SIGNED B	126.49
04/28/2023	136012	ARBOR PROFESSIONAL SOLUTIONS	ARBOR PROFESSIONAL SOLUTIONS	COLLECTIONS FEES THROUGH 03/31/	138.70
04/28/2023	136013	BARTZ EXCAVATING	BARTZ EXCAVATING	553 HARRISON WATER INSPECTIONS	60.00
04/28/2023	136014	BURMAN'S TREE SERVICE LLC	BURMAN'S TREE SERVICE LLC	FYE 6-30-2023 TREE REMOVAL PROG	18,708.49
04/28/2023	136015	CALEDONIA CHARTER TOWNSHIP	CALEDONIA CHARTER TOWNSHIP	CALDONIA UTILITY FUND PAYMENT Q	39,504.02
04/28/2023	136016	CHECKER JEFFREY	CHECKER JEFFREY	UB refund for account: 55680700	110.33
04/28/2023	136017	CITY OF CORUNNA	CITY OF CORUNNA	ANNUAL CONTRIBUTION FOR SHAWASS	2,000.00
04/28/2023	136018	DAYSTARR COMMUNICATIONS	DAYSTARR COMMUNICATIONS	CITY OF OWOSSO PHONE & INTERNET	1,157.11
04/28/2023	136019	DAYSTARR COMMUNICATIONS	DAYSTARR COMMUNICATIONS	CITY OF OWOSSO CASTLE PHONE & I	78.55
04/28/2023	136020	DEDICS AUTO BODY	DEDICS AUTO BODY	AUTOBODY REPAIRS 2021 FORD VIN	3,231.87
04/28/2023	136021	DELTA DENTAL PLAN OF MICHIGAN	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE PREMIUM MAY 20	3,879.83
04/28/2023	136022	DUCKWORTH GUY	DUCKWORTH GUY	UB refund for account: 26219400	119.71
04/28/2023	136023	ESQUIVEL MAGDALINA	ESQUIVEL MAGDALINA	UB refund for account: 31455700	101.21
04/28/2023	136024	ESTATE OF WALTER LAWRENCE	ESTATE OF WALTER LAWRENCE	PATIENT REFUND FOR OVERPAYMENT	67.31
04/28/2023	136025	FREDRICKSON SUPPLY	FREDRICKSON SUPPLY	TRIDENT & REMOTE FOR DPW QPO 28	944.08
04/28/2023	136026	GREGORICKA, TERRY	GREGORICKA, TERRY	BD Payment Refund	235.00
04/28/2023	136027	H K ALLEN PAPER CO	H K ALLEN PAPER CO	CLEANING SUPPLIES FOR WTP QPO 2	60.00
			H K ALLEN PAPER CO	CLEANING SUPPLIES FOR WWTP QPO	220.00
			H K ALLEN PAPER CO	CLEANING SUPPLIES FOR BENNET FI	167.00
			H K ALLEN PAPER CO	CLEANING SUPPLIES FOR OAKWOOD D	164.00
					<u>611.00</u>
04/28/2023	136028	HOLCZMAN KATHLEEN	HOLCZMAN KATHLEEN	UB refund for account: 12610000	20.63
04/28/2023	136029	IMS ALLIANCE	IMS ALLIANCE	IMS TAGS FOR FIRE DEPT QPO 2775	44.65
04/28/2023	136030	KERR PUMP & SUPPLY	KERR PUMP & SUPPLY	PUMP REBUILD KIT ITEMS FOR WWTP	847.82
04/28/2023	136031	KOKKINAKOS THEODORE	KOKKINAKOS THEODORE	UB refund for account: 31795700	11.39
04/28/2023	136032	LIVINGSTON COUNTY ASSESSOR'S	LIVINGSTON COUNTY ASSESSOR'S	AMARY JO CALKINS/MICHAEL DOWLER	100.00
04/28/2023	136033	LLOYD MILLER & SONS, INC	LLOYD MILLER & SONS, INC	MOWER PARTS FOR DPW QPO 28211	270.18
04/28/2023	136034	NATIONAL ROOFING & SHEET METAL	NATIONAL ROOFING & SHEET METAL	ROOF REPAIR FOR WTP QPO 28148	575.60
04/28/2023	136035	OWOSSO BOLT & BRASS CO	OWOSSO BOLT & BRASS CO	SUPPLIES FOR BENNET FIELD WATER	46.61
			OWOSSO BOLT & BRASS CO	SUPPLIES FOR BENNET FIELD WATER	114.88
					<u>161.49</u>
04/28/2023	136036	OWOSSO CHARTER TOWNSHIP	OWOSSO CHARTER TOWNSHIP	WATER AGREEMENT QTR ENDING 03/3	16,155.95
04/28/2023	136037	OWOSSO CHARTER TOWNSHIP	OWOSSO CHARTER TOWNSHIP	REIMBURSEMENT FOR WWTP BILLING	91,251.44
04/28/2023	136038	PAGE KIMBERLY	PAGE KIMBERLY	UB refund for account: 50725700	174.73
04/28/2023	136039	RONALD'S TREE SERVICE	RONALD'S TREE SERVICE	FYE 6-30-2023 TREE REMOVAL PROG	9,200.00
04/28/2023	136040	SCHNEIDER JESSICA	SCHNEIDER JESSICA	UB refund for account: 31879070	109.97
04/28/2023	136041	STANDARD INSURANCE COMPANY	STANDARD INSURANCE COMPANY	LIFE INSURANCE POLICY MAY 2023	5,778.48
04/28/2023	136042	T H EIFERT	T H EIFERT	SERVICE ON AIR UNIT #2 WTP QPO	1,439.00
			T H EIFERT	SERVICE TO AIR UNIT #1 WTP QPO	753.00
			T H EIFERT	MAKEUP AIR UNIT 1 (HS220721) &	2,289.00
					<u>4,481.00</u>
04/28/2023	136043	THOMAS SIMMINGTON TRUST	THOMAS SIMMINGTON TRUST	UB refund for account: 31618700	224.93
04/28/2023	136044	WESENER BUILDING LLC	WESENER BUILDING LLC	ROTATING RETAIL RENT SUBSIDY 05	2,000.00
			WESENER BUILDING LLC	REVOLVING RETAIL INTERIOR RENOV.	2,000.00
					<u>4,000.00</u>
04/28/2023	136045	WHITEHEAD II ROBERT	WHITEHEAD II ROBERT	UB refund for account: 22682400	209.29
04/28/2023	136046	WILBOURN-LITTLE STACY	WILBOURN-LITTLE STACY	UB refund for account: 40353000	89.94
					<u><u>89.94</u></u>

1 TOTALS:

Check Date	Check	Vendor Name	Invoice Vendor	Description	Amount
Total of 163 Checks:					2,250,370.52
Less 0 Void Checks:					0.00
Total of 163 Disbursements:					<u>2,250,370.52</u>



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

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## MEMORANDUM

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DATE: May 15, 2023

TO: Owosso City Council

FROM: Nathan Henne, City Manager  
Brad Barrett, Finance Director

SUBJECT: Adoption of the 2023-2024 Budget

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Please find the General Appropriations Act Resolution for the 2023-2024 budget for your approval.

### Summary

<u>Fund #</u>	<u>Fund Name</u>	<u>Estimated Revenues</u>	<u>Appropriations</u>	<u>Net of Revenues/Appropriations</u>
101	General Fund	\$10,153,327	\$10,125,724	\$27,603
202	Major Street Fund	\$2,250,472	\$3,405,434	(\$1,154,962)
203	Local Street Fund	\$1,082,320	\$1,462,345	(\$380,025)
208	Parks Recreation Sites Fund	\$0	\$0	\$0
239	OMS/DDA Revolving Loan Fund	\$25,250	\$1,130	\$24,120
243	OBRA - Woodward Loft	\$129,096	\$128,996	\$100
248	Downtown Development Authority	\$328,612	\$343,436	(\$14,824)
249	Building Inspection Fund	\$344,000	\$263,315	\$80,685
254	Housing & Redevelopment	\$180,000	\$180,000	\$0
259	OBRA - Armory Building	\$46,953	\$46,953	\$0
272	OBRA Fund- Cargill	\$199,180	\$179,368	\$19,812
273	OBRA - Robbin's Loft	\$4,367	\$1,200	\$3,167
276	OBRA Fund - QDOBA	\$28,722	\$28,722	\$0
277	OBRA Fund -J&H Oil	\$52,072	\$1,000	\$51,072
280	OBRA Fund - 152 E Howard St	\$512	\$0	\$512
283	OBRA Fund - Tial	\$15,005	\$23,157	(\$8,152)
284	Opioid Settlement Fund	\$1,000	\$0	\$1,000
287	ARPA - American Rescue Plan Act Fund	\$5,000	\$1,100,000	(\$1,095,000)
297	Historical Fund	\$52,010	\$51,695	\$315

301	Debt Service Fund	\$787,750	\$782,750	\$5,000
494	Capital Projects Fund - Downtown	\$0	\$20,000	(\$20,000)
588	Transportation Fund	\$29,000	\$89,119	(\$60,119)
590	Sewer Fund	\$3,281,845	\$3,077,938	\$203,907
591	Water Fund	\$11,083,891	\$11,262,849	(\$178,958)
599	Wastewater Fund	\$18,588,414	\$18,895,553	(\$307,139)
661	Fleet Maintenance Fund	\$804,596	\$1,604,596	(\$800,000)
858	2013 Special Assessment Fund	\$1,000	\$0	\$1,000
864	2016 Special Assessment Fund	\$4,000	\$0	\$4,000
865	2017 Special Assessment Fund	\$12,100	\$0	\$12,100
866	2018 Special Assessment Fund	\$65,500	\$0	\$65,500
867	2019 Special Assessment Fund	\$25,250	\$0	\$25,250
868	2020 Special Assessment Fund	\$25,500	\$0	\$25,500
869	2021-XX Special Assessment Fund	\$31,500	\$0	\$31,500
		\$49,638,244	\$53,075,280	(\$3,437,036)

Property Tax Millage Rates

GENERAL OPERATING – CITY CHARTER	12.6919
PA 298 –BRUSH/LEAVES/STREET CLEANING	1.0000
STREET DEBT	2.4713

TOTAL	----- 16.1632
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DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT	----- 1.8855
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Recommended Action

Approve the attached budget resolution to adopt the 2023-2024 budget and property tax millage rates for the City of Owosso.

## RESOLUTION NO.

### GENERAL APPROPRIATIONS ACT (BUDGET)

A resolution to establish a general appropriations act for the City of Owosso; to define the powers and duties of the city officers in relation to the administration of the budget; and to provide remedies for refusal or neglect to comply with the requirements of this resolution.

**WHEREAS**, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the FISCAL YEAR BEGINNING JULY 1, 2023 and held a public hearing on MAY 1, 2023, and;

**WHEREAS**, it is the intent of the Downtown Development Authority to levy a tax for general operating purposes pursuant to Public Act 197 of 1975; and

**WHEREAS**, the City Council has held other sessions to discuss the proposed budget;

**NOW, THEREFORE, BE IT FUTHER RESOLVED THAT** the City Council of the City of Owosso hereby adopts the FISCAL YEAR 2023 - 2024 BUDGET and sets the tax rates as shown below:

#### Section 1: Title

This resolution shall be known as the Owosso General Appropriations Act.

#### Section 2: Chief Administrative Officer

The City Manager shall be the Chief Administrative Officer and shall perform the duties of the Chief Administrative Officer enumerated in this act.

#### Section 3: Fiscal Officer

The Finance Director shall be the Fiscal Officer and shall perform the duties of the Fiscal Officer enumerated in this act.

#### Section 4: Estimated Expenditures

The following amounts are hereby appropriated for the operations of the City Government and its activities for the FISCAL YEAR BEGINNING JULY 1, 2023 and ENDING JUNE 30, 2024:

#### General Fund Expenditures

APPROPRIATIONS		
101	CITY COUNCIL	5,560
171	CITY MANAGER	294,181
201	FINANCE	242,732
210	CITY ATTORNEY	120,000
215	CLERK	292,291
228	INFORMATION & TECHNOLOGY	294,655
253	TREASURY	180,703
257	ASSESSING	214,803
261	GENERAL ADMIN	354,925
265	BUILDING & GROUNDS	199,985
270	HUMAN RESOURCES	218,345
301	POLICE	3,019,525
336	FIRE	3,120,374
371	BUILDING AND SAFETY	29,880
441	PUBLIC WORKS	616,753

528	LEAF AND BRUSH COLLECTION	299,315
585	PARKING	37,444
720	COMMUNITY DEVELOPMENT	80,376
751	PARKS	421,956
755	HOLMAN POOL	
966	TRANSFERS OUT	81,921
	TOTAL APPROPRIATIONS	10,125,724

#### **Major Streets Fund Expenditures**

APPROPRIATIONS		
451	CONSTRUCTION	1,956,250
463	STREET MAINTENANCE	516,594
473	BRIDGE MAINTENANCE	100,500
474	TRAFFIC SERVICES-MAINTENANCE	16,750
478	SNOW & ICE CONTROL	169,048
480	TREE TRIMMING	76,239
482	ADMINISTRATION & ENGINEERING	208,153
485	LOCAL STREET TRANSFER	350,000
486	TRUNKLINE SURFACE MAINTENANCE	200
488	TRUNKLINE SWEEPING & FLUSHING	2,000
490	TRUNKLINE TREE TRIM & REMOVAL	200
491	TRUNKLINE STORM DRAIN, CURBS	1,000
492	TRUNKLINE ROADSIDE CLEANUP	400
494	TRUNKLINE TRAFFIC SIGNS	100
497	TRUNKLINE SNOW & ICE CONTROL	8,000
	TOTAL APPROPRIATIONS	3,405,434

#### **Local Streets Fund Expenditures**

APPROPRIATIONS		
451	CONSTRUCTION	535,250
463	STREET MAINTENANCE	612,287
474	TRAFFIC SERVICES-MAINTENANCE	1,500
478	SNOW & ICE CONTROL	71,592
480	TREE TRIMMING	125,669
482	ADMINISTRATION & ENGINEERING	116,047
	TOTAL APPROPRIATIONS	1,462,345

#### **OMS/DDA Revolving Loan Fund Expenditures**

APPROPRIATIONS		
200	GEN SERVICES	1,130
	TOTAL APPROPRIATIONS	1,130

#### **Downtown Development Authority Fund Expenditures**

**APPROPRIATIONS**

200	GEN SERVICES	159,632
261	GENERAL ADMIN	84,802
704	ORGANIZATION	3,000
705	PROMOTION	18,766
706	DESIGN	7,000
707	ECONOMIC RESTRUCTURING	
901	CAPITAL OUTLAY	
905	DEBT SERVICE	70,236
TOTAL APPROPRIATIONS		343,436

**Historical Commission Fund Expenditures****APPROPRIATIONS**

797	HISTORICAL COMMISSION	25,958
798	CASTLE	16,420
799	GOULD HOUSE	8,817
800	COMSTOCK/WOODARD	500
TOTAL APPROPRIATIONS		51,695

**General Obligation Debt Fund Expenditures****APPROPRIATIONS**

905	DEBT SERVICE	782,750
TOTAL APPROPRIATIONS		782,750

**Capital Projects Fund – Downtown****APPROPRIATIONS**

271	ADMINISTRATIVE	20,000
TOTAL APPROPRIATIONS		20,000

**Building Inspection Fund Expenditures****APPROPRIATIONS**

200	GEN SERVICES	106,752
371	BUILDING AND SAFETY	156,563
TOTAL APPROPRIATIONS		263,315

**Housing & Redevelopment Fund Expenditures****APPROPRIATIONS**

200	GEN SERVICES	180,000
TOTAL APPROPRIATIONS		180,000

**ARPA – American Rescue Plan Act Fund Expenditures**



APPROPRIATIONS		
966	TRANSFERS OUT	1,100,000
TOTAL APPROPRIATIONS		1,100,000

**Transportation Fund Expenditures**

APPROPRIATIONS		
200	GEN SERVICES	89,119
TOTAL APPROPRIATIONS		89,119

**Sewer Fund Expenditures**

APPROPRIATIONS		
200	GEN SERVICES	2,092,248
549	SEWER OPERATIONS	234,137
901	CAPITAL OUTLAY	625,000
905	DEBT SERVICE	126,553
TOTAL APPROPRIATIONS		3,077,938

**Water Fund Expenditures**

APPROPRIATIONS		
200	GEN SERVICES	1,241,156
552	WATER UNDERGROUND	2,955,684
553	WATER FILTRATION	1,369,348
901	CAPITAL OUTLAY	5,115,502
905	DEBT SERVICE	581,159
TOTAL APPROPRIATIONS		11,262,849

**Waste Water Treatment Fund Expenditures**

APPROPRIATIONS		
200	GEN SERVICES	30,946
548	WASTEWATER OPERATIONS	1,982,730
901	CAPITAL OUTLAY	16,533,124
905	DEBT SERVICE	348,753
TOTAL APPROPRIATIONS		18,895,553

**Fleet Fund Expenditures**

APPROPRIATIONS		
594	FLEET MAINTENANCE	422,135
901	CAPITAL OUTLAY	1,182,461
TOTAL APPROPRIATIONS		1,604,596

**Brownfield Redevelopment Authority Funds Expenditures**

Fund 243 - OBRA #12 WOODWARD LOFT

APPROPRIATIONS

721	PROFESSIONAL SERVICES	1,000
964	TAX REIMBURSEMENTS	127,996
TOTAL APPROPRIATIONS		128,996

Fund 259 - OBRA-DIST#15 -ARMORY BUILDING

APPROPRIATIONS

721	PROFESSIONAL SERVICES	6,007
964	TAX REIMBURSEMENTS	40,946
TOTAL APPROPRIATIONS		46,953

Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)

APPROPRIATIONS

721	PROFESSIONAL SERVICES	11,369
905	DEBT SERVICE	167,999
TOTAL APPROPRIATIONS		179,368

Fund 273 - OBRA #9 ROBBINS LOFT

APPROPRIATIONS

721	PROFESSIONAL SERVICES	1,200
TOTAL APPROPRIATIONS		1,200

Fund 276 - OBRA FUND DISTRICT #16 - QDOBA

APPROPRIATIONS

721	PROFESSIONAL SERVICES	550
905	DEBT SERVICE	28,172
TOTAL APPROPRIATIONS		28,722

Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL

APPROPRIATIONS

721	PROFESSIONAL SERVICES	1,000
901	CAPITAL OUTLAY	
TOTAL APPROPRIATIONS		1,000

Fund 283 - OBRA FUND-DISTRICT#3-TIAL

APPROPRIATIONS		
721	PROFESSIONAL SERVICES	750
905	DEBT SERVICE	22,407
964	TAX REIMBURSEMENTS	
TOTAL APPROPRIATIONS		23,157

### Section 5: Estimated Revenues

The following are estimated to be available for the FISCAL YEAR BEGINNING JULY 1, 2023 and ENDING JUNE 30, 2024, to meet the foregoing appropriations.

#### General Fund Revenues

ESTIMATED REVENUES		
000	REVENUE	10,153,327
TOTAL ESTIMATED REVENUES		10,153,327

#### Major Streets Fund Revenues

ESTIMATED REVENUES		
000	REVENUE	2,250,472
TOTAL ESTIMATED REVENUES		2,250,472

#### Local Streets Fund Revenues

ESTIMATED REVENUES		
000	REVENUE	1,082,320
TOTAL ESTIMATED REVENUES		1,082,320

#### OMS/DDA Revolving Loan Fund Revenues

ESTIMATED REVENUES		
000	REVENUE	25,250
TOTAL ESTIMATED REVENUES		25,250

#### Downtown Development Authority Fund Revenues

ESTIMATED REVENUES		
000	REVENUE	328,612
TOTAL ESTIMATED REVENUES		328,612

#### Building Inspection Fund Revenues

ESTIMATED REVENUES		
000	REVENUE	344,000
TOTAL ESTIMATED REVENUES		344,000

#### Housing & Redevelopment Fund Revenue

ESTIMATED REVENUES

000	REVENUE	180,000
TOTAL ESTIMATED REVENUES		180,000

**Opioid Settlement Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	1,000
TOTAL ESTIMATED REVENUES		1,000

**ARPA – American Rescue Plan Act Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	5,000
TOTAL ESTIMATED REVENUES		5,000

**Historical Commission Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	52,010
TOTAL ESTIMATED REVENUES		52,010

**Debt Service Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	787,750
TOTAL ESTIMATED REVENUES		787,750

**Transportation Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	29,000
TOTAL ESTIMATED REVENUES		29,000

**Sewer Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	3,281,845
TOTAL ESTIMATED REVENUES		3,281,845

**Water Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	11,083,891
TOTAL ESTIMATED REVENUES		11,083,891

**Waste Water Treatment Fund Revenues**

ESTIMATED REVENUES

000	REVENUE	18,588,414
TOTAL ESTIMATED REVENUES		18,588,414

**Fleet Fund Revenues**

ESTIMATED REVENUES		
000	REVENUE	804,596
TOTAL ESTIMATED REVENUES		804,596

**Brownfield Development Authority Funds Revenue**

Fund 243 - OBRA #12 WOODWARD LOFT

ESTIMATED REVENUES		
000	REVENUE	129,096
TOTAL ESTIMATED REVENUES		129,096

Fund 259 - OBRA-DIST#15 -ARMORY BUILDING

ESTIMATED REVENUES		
000	REVENUE	46,953
TOTAL ESTIMATED REVENUES		46,953

Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)

ESTIMATED REVENUES		
000	REVENUE	199,180
TOTAL ESTIMATED REVENUES		199,180

Fund 273 - OBRA #9 ROBBINS LOFT

ESTIMATED REVENUES		
000	REVENUE	4,367
TOTAL ESTIMATED REVENUES		4,367

Fund 276 - OBRA FUND DISTRICT #16 - QDOBA

ESTIMATED REVENUES		
000	REVENUE	28,722
TOTAL ESTIMATED REVENUES		28,722

Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL

ESTIMATED REVENUES		
000	REVENUE	52,072

TOTAL ESTIMATED REVENUES	52,072
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Fund 280 - OBRA FUND-DISTRICT #21 - 152 E HOWARD ST

ESTIMATED REVENUES		
000	REVENUE	512
TOTAL ESTIMATED REVENUES		512

Fund 283 - OBRA FUND-DISTRICT#3-TIAL

ESTIMATED REVENUES		
000	REVENUE	15,005
TOTAL ESTIMATED REVENUES		15,005

**Special Assessment Fund Revenues**

Fund 858 - 2013 SPECIAL ASSESSMENT

ESTIMATED REVENUES		
000	REVENUE	1,000
TOTAL ESTIMATED REVENUES		1,000

Fund 864 - 2016 SPECIAL ASSESSMENT

ESTIMATED REVENUES		
000	REVENUE	4,000
TOTAL ESTIMATED REVENUES		4,000

Fund 865 - 2017 SPECIAL ASSESSMENTS

ESTIMATED REVENUES		
000	REVENUE	12,100
TOTAL ESTIMATED REVENUES		12,100

Fund 866 - 2018 SPECIAL ASSESSMENTS

ESTIMATED REVENUES		
000	REVENUE	65,500
TOTAL ESTIMATED REVENUES		65,500

Fund 867 - 2019 SPECIAL ASSESSMENTS

ESTIMATED REVENUES		
000	REVENUE	25,250
TOTAL ESTIMATED REVENUES		25,250

#### Fund 868 - 2020 SPECIAL ASSESSMENTS

##### ESTIMATED REVENUES

000	REVENUE	25,500
TOTAL ESTIMATED REVENUES		25,500

#### Fund 869 - 2021-20XX SPECIAL ASSESSMENTS

##### ESTIMATED REVENUES

000	REVENUE	31,500
TOTAL ESTIMATED REVENUES		31,500

#### **Section 6: Millage Levy**

The City Council shall cause to levy and collect the general property tax on all real and personal property per \$1,000 of taxable value within the city upon the current tax roll an amount equal to the following:

GENERAL OPERATING – CITY CHARTER	12.6919
PA 298 –BRUSH/LEAVES/STREET CLEANING	1.0000
STREET DEBT	2.4713
TOTAL	16.1632
DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT	1.8855

#### **Section 7: Adoption of Budget by Reference**

The general fund budget of the City of Owosso is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 4 and 5 of this act.

#### **Section 8: Appropriation not a Mandate to Spend**

Appropriations will be deemed maximum authorizations to incur expenditures. The fiscal officer shall exercise supervision and control to ensure that expenditures are within appropriations, and shall not issue any city order for expenditures that exceed appropriations.

#### **Section 9: Periodic Fiscal Reports**

The fiscal officer shall provide the City Council monthly reports of fiscal year to date revenues and expenditures compared to the budgeted amounts.

#### **Section 10: Limit on Obligations and Payments**

No obligation shall be incurred against, and no payment shall be made from any appropriation unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

#### **Section 11: Budget Monitoring**

Whenever it appears to the fiscal officer or the City Council that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures shall exceed an appropriation, the fiscal officer shall present to the City Council recommendations to prevent expenditures from exceeding available revenues or appropriations for the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues, or both.

#### **Section 12: City Council Adoption**



## **MEMORANDUM**

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

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**DATE:** May 8, 2023

**TO:** Owosso City Council

**FROM:** Tanya Buckelew, Planning & Building Director

**SUBJECT:** Small Cell Wireless Facilities Permit – Verizon Wireless – 825 West Main Street

### **RECOMMENDATION:**

Approval of the Small Cell Wireless Facilities Permit application from Verizon Wireless for the location of a new pole and small cell wireless facility at 825 West Main Street.

### **BACKGROUND:**

On October 10, 2022, Verizon Wireless submitted an application seeking a small cell wireless facilities permit to place a new pole and antenna on the corner of West Main and South Lansing Streets in the right-of-way area.

The application was denied by City Council due to the height of the pole and co-location.

There was also a dispute with Verizon as to our fee structure. Verizon was invoiced \$1,300, but they only paid \$300.

After communications between the City and the applicant, we are now ready to proceed with the attached revised application that includes the lower height of the pole, the reasoning behind not being able to co-locate and the clarification of fee structure and the state act by the city attorney.

### **FISCAL IMPACTS:**

The City receives an application fee of \$300.

**ATTACHMENTS:**

1. Resolution
2. Small Cell Wireless Permit Application (and supporting documentation) from Verizon Wireless



**RESOLUTION NO.**

**GRANTING A SMALL CELL WIRELESS FACILITIES PERMIT  
TO VERIZON WIRELESS FOR INSTALLATION OF A NEW POLE  
AND A SMALL CELL WIRELESS FACILITY IN THE CITY'S RIGHT-OF-WAY**

WHEREAS, the City of Owosso received a Small Cell Wireless Facilities permit application from Verizon Wireless, 24242 Northwestern Hwy., Southfield Michigan, 48075 on October 10, 2022 (revised January 26, 2023); and

WHEREAS, City Council denied the request due to the planned height of the proposed new pole and the fact there was no reason stated as to why the facility could not be co-located on an existing pole; and

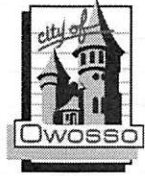
WHEREAS, these issues have since been resolved to the satisfaction of City staff; and

WHEREAS, as provided under the Small Cell Wireless Communications Facilities Deployment Act, Public Act 365 of 2018, and City of Owosso Ordinance No. 813, Verizon Wireless is again seeking a Small Cell Wireless Facilities Permit to install a new pole and antenna in the city's right-of-way in accordance with plans as submitted.

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

FIRST: it hereby grants a Small Cell Wireless Facilities Permit to Verizon Wireless under the terms and conditions set forth in the permit. Said permit grants to Verizon Wireless the location of a new pole and small cell wireless facility within the City right-of-way at 825 West Main Street.

PWire22-002  
4-26-2023



City of Owosso  
301 W Main St.  
Owosso, MI 48867  
989-725-0535

VZW-16333

**SMALL CELL WIRELESS FACILITIES  
PERMIT APPLICATION**

*The packet must be filled out completely and returned to the City with applicable fees. Wireless facilities, support structures, and utility poles may not be installed, used, operated, or maintained in the public right-of-way without first obtaining a permit and other necessary approvals from the City.*

<input checked="" type="checkbox"/> Completed Application Packet	<input checked="" type="checkbox"/> Photo Simulations of existing and proposed conditions
<input checked="" type="checkbox"/> Written permission from owner of pole/structure	<input checked="" type="checkbox"/> Evidence of insurance naming the City as additional insured AND performance bond in the amount of \$1,000 per small cell wireless facility included in this application for permit
<input checked="" type="checkbox"/> Site specific structural integrity analysis prepared by a structural engineer	<input checked="" type="checkbox"/> Certificate of Compliance with FCC radio frequency emission regulations
<input checked="" type="checkbox"/> Scaled Site Plan from a licensed structural engineer for each proposed small wireless facility	<input checked="" type="checkbox"/> The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility
<input checked="" type="checkbox"/> A proposed schedule for the installation and completion of each small cell facility covered by the application and restoration of the right-of-way	<input type="checkbox"/> Copy of all other permits related to the deployment, including any applicable METRO Act application and permit
<input checked="" type="checkbox"/> Application fee(s)	<input type="checkbox"/> Traffic control plan

**1. APPLICANT INFORMATION:**

Name of Carrier/Wireless Provider: Verizon Wireless

Resident Agent Name: David Haslinger

Address: 24242 Northwestern Hwy, Southfield, MI 48075

Phone: 248-672-9698

Email: david.haslinger@verizonwireless.com

Name of Applicant (if different from above): Lane Holiman

Applicant address: 1961 Northpoint Blvd., STE 130, Hixson, TN 37343

Phone: 954-627-2999

Email: lane.holiman@telecadsiteacq.com

**2. EMERGENCY CONTACTS:**

Name:

Phone/Cell:

Email:

Name:

Phone/Cell:

Email:

**3. POLE/STRUCTURE OWNER CONTACT:**

Name: Verizon Wireless

Address: 24242 Northwestern Hwy, Southfield, MI 48075

Phone/Cell: 248-672-9698

Email: david.haslinger@verizonwireless.com

Written authorization letter from owner provided?

YES

NO

**4. CONTRACTOR INFORMATION:**

Name:

Address:

Phone/Cell:

Email:

**5. NO PERMIT OR FEE REQUIREMENT:**

- Replacement of similar size small wireless facility:

	Existing Small Wireless Facility	Replacement Facility
size of each antenna (cubic feet)	2.74	
number of antenna	1	
size of associated facilities (cubic volume)	4.23	
total weight of facilities and antenna on structure or pole		
<ul style="list-style-type: none"><li>Routine maintenance of small wireless facilities, structure, pole (please describe):</li></ul>		
<ul style="list-style-type: none"><li>Micro wireless facility on cable suspension between poles/structures (installation, placement, maintenance, operation, replacement):</li></ul>		

**6. POLE/STRUCTURE/EQUIPMENT INFORMATION:**

new poles/structure construction?			YES	NO
collocating?			YES	NO
	Pole/Structure	Antenna (provide information for each antenna)	Ground mounted equipment	Pole Mounted Equipment (other than antenna)
Manufacturer		Commscope		
Model no.		NNV4SSP-360S-F4-V4		
Height	40'.0"	14.6		
Width		14.6"		
Depth		14.6"		
Weight		39.904		
Volume (cubic feet)		2.74		
Number of antenna		1		
Does the antenna increase the total height of the pole/structure?		Yes		
By how many feet?		3'.1"		

7. TYPE OF FACILITY				
<input type="checkbox"/> Existing pole/structure	<input checked="" type="checkbox"/> New/replacement pole/structure	<input type="checkbox"/> Eligible facilities request	<input type="checkbox"/> Collocation of wire facilities (not small wireless or eligible facilities request)	<input type="checkbox"/> New/replacement structure pole/structure (not small wireless or eligible facilities request)
<input type="checkbox"/> Other	<input type="checkbox"/> Electric & gas public utilities	<input type="checkbox"/> Local exchange carriers	<input type="checkbox"/> Fiber providers	<input type="checkbox"/> Cable TV video
Total weight and cubic feet of all antenna on the pole /structure				
Total weight and cubic feet of all equipment (other than antenna and pole)				
Existing attachments on pole/structure (ex. banners, antenna, fixtures)?				
8. POLE/STRUCTURE ACCESS INFORMATION:				
Installation start date		TBD		
Does routine maintenance require closing of sidewalks or traffic lanes in the public right-of-way?			YES	<input checked="" type="checkbox"/> NO
If YES, please provide a description of the access requirements:				
Dates of all applications submitted for permits from other governmental agencies:				
9. GENERAL DESCRIPTION OF PROPOSED WORK:				
<input checked="" type="checkbox"/> New equipment and/or facilities				
<input type="checkbox"/> Swap-out equipment and/or facilities				
<input type="checkbox"/> Upgrade of existing equipment and/or facilities:				
<input type="checkbox"/> Other:				
Provide a brief description of the proposed work:				
Verizon Wireless is proposing to add small cell equipment on a new Verizon pole.				
Provide the type of equipment and/or facilities being installed:				

10. APPLICANT CERTIFICATION:	INITIAL
1. I certify that the information provided in this application, and in all supporting plans and documents, is true and accurate to the best of my knowledge, and acknowledge that I have a continuing obligation to inform the City if there is a change in the information contained in this application.	LH
2. I certify that the collocation of small cell wireless facilities shall commence within 6 months of permit issuance and shall be activated for use no later than 1 year from the permit issuance date.	LH
3. I certify that I have read Article VII, Small Cell Wireless Facilities of Chapter 34, Utilities and Services of the Code of Ordinances of the City of Owosso.	LH
4. I certify that this application and attached plans comply with the public, utility, and traffic safety and protection standards.	LH
5. I certify that I agree to pay the annual recurring fees recognized as presumptively valid by the FCC in the Declaratory Ruling and Order in FCC 18-133 for any pole or structure that is part of this application which exceeds the height limit for small cell wireless facilities under Public Act No. 365 of 2018 (i.e. a pole/structure that exceeds 40 feet, with a wireless facility that extends more than 5 feet above the pole or support structure).	

11. ACKNOWLEDGMENT:
By signing this application, I (the applicant/company) hereby acknowledge that I have full authority to make the foregoing Application and that the work and facilities to be installed shall comply with City of Owosso Code of Ordinances and applicable state and federal laws.
<b>SIGNATURE:</b> <i>Lane Holiman</i>
<b>TITLE:</b> Senior Manager-Telecad Wireless obo Verizon Wireless
<b>DATE:</b> 10/07/2022

12. BATCH APPLICATION:		
An application may include up to 20 collocations of substantially similar small cell wireless facilities for placement on similar types of wireless support structures or utility poles.		
SITE	TYPE OF FACILITY AND DESCRIPTION	PERMIT FEE
1. 825 W. Main Street	Installation of small cell equipment on a new Verizon pole	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		



<b>OFFICE USE ONLY:</b>	
• Date received: 01/18/2023	Staff initials: CWSB
• Application staff review due within 25 days:	Due date: 05/15/2023
• Permit number: PW-22-002	
<b>STAFF REVIEWS:</b>	
• City Manager:	✓
• Engineer:	✓
• Department of Public Works:	✓
• Building Official:	✓
• Downtown Development Authority (if application pertains to a location within the DDA district):	N/A
• City attorney:	04/25/2023 approved
• Other designees:	N/A
<b>CITY COUNCIL REVIEW:</b>	
Date of meeting: 05/15/2023	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<b>FINAL INSPECTION:</b>	
Date of inspection:	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
<b>FEE SCHEDULE:</b>	
• Wireless communications equipment and support structures	
Zoning application fee	Administrative costs to review and process application or \$1,000 (whichever is less)
• Non-exempt co-locating small cell wireless facilities and support structures	
Zoning application fee-new wireless support structure or modification of an existing wireless support structure	\$1,000
Zoning application fee-new small cell wireless support structure or modification of an existing small cell wireless facility	\$500
• Co-locate a small cell wireless facility and/or associated support structure application fee shall not exceed and shall be set as follows:	
Application fee for permit-each small cell wireless facility alone	\$200
Application fee for permit-each small cell wireless facility and a new utility pole or wireless support structure to which it will be attached	<i>Paid</i> \$300
• Annual permit fee for each utility pole or wireless support structure in ROW on which a wireless provider has approval to co-locate a small cell wireless facility shall not exceed and shall be set as follows:	
Annually, unless subsection D. (2) applies.	\$20
Annual permit fee, if the utility pole or wireless support structure was erected by or on behalf of the wireless provider on or after March 12, 2019	\$125



1 PHOTOSIM - BEFORE



2 PHOTOSIM - AFTER

PREPARED FOR:

**verizon**

PREPARED BY:

**TeleCAD**  
Wireless

1961 NORTHPOINT BLVD, SUITE 130  
HIXSON, TN 37343  
PH: 423-843-9500  
FAX: 423-843-9509

SITE NAME:

**16333**



09/28/2022

Verizon Wireless Site: 16333 (825 W Main Street)

To whom it may concern,

Verizon Wireless agrees to be responsible for restoring the City of Owosso ROW if the facility becomes obsolete, abandoned or unused. The Verizon site number is 16333. The site address is 825 W. Main Street.

Regards,

**David L. Haslinger**

**Verizon Wireless Network-Engineering**

**Sr. Engineering Consultant - Network Reg/RE Network Engineering**

**Mobile (248) 895-1153**

**Office (248) 672-9698**

**[david.haslinger@verizonwireless.com](mailto:david.haslinger@verizonwireless.com)**





Hubble, Scott A &lt;scott.hubble@verizonwireless.com&gt;

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**Consumers Energy Attachment Guidelines;**

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**Gregory T. Obenchain** <Gregory.Obenchain@cmsenergy.com>

Mon, Jan 30, 2023 at 8:54 AM

To: "Hubble, Scott A" &lt;scott.hubble@verizonwireless.com&gt;

Cc: David Lee Haslinger &lt;david.haslinger@verizonwireless.com&gt;, "Jeffrey K. Crouse" &lt;JEFFREY.CROUSE@cmsenergy.com&gt;

Scott,


As you indicated below Consumers Energy does not allow 3<sup>rd</sup> party antenna attachments above the primary on primary poles. Consumer Energy allows 3<sup>rd</sup> party attachments in the utility space ONLY on secondary only poles and allows them in the communication space (below the secondary) on clean primary poles. A clean primary pole is one has only primary, no devices (transformers, capacitors, reclosers, regulators, line sensors, etc.). Consumers Energy will only allow ONE 3<sup>rd</sup> party antenna attachment per pole, we DO NOT allow multiple antenna attachments (multiple/different companies) on a single pole. If the City of Owosso has any questions they can contact me directly. My contact information is contained in the e-mail signature below.

Thanks,

**Gregory T. Obenchain, P.E. | Consumers Energy**

Distribution Standards and Materials

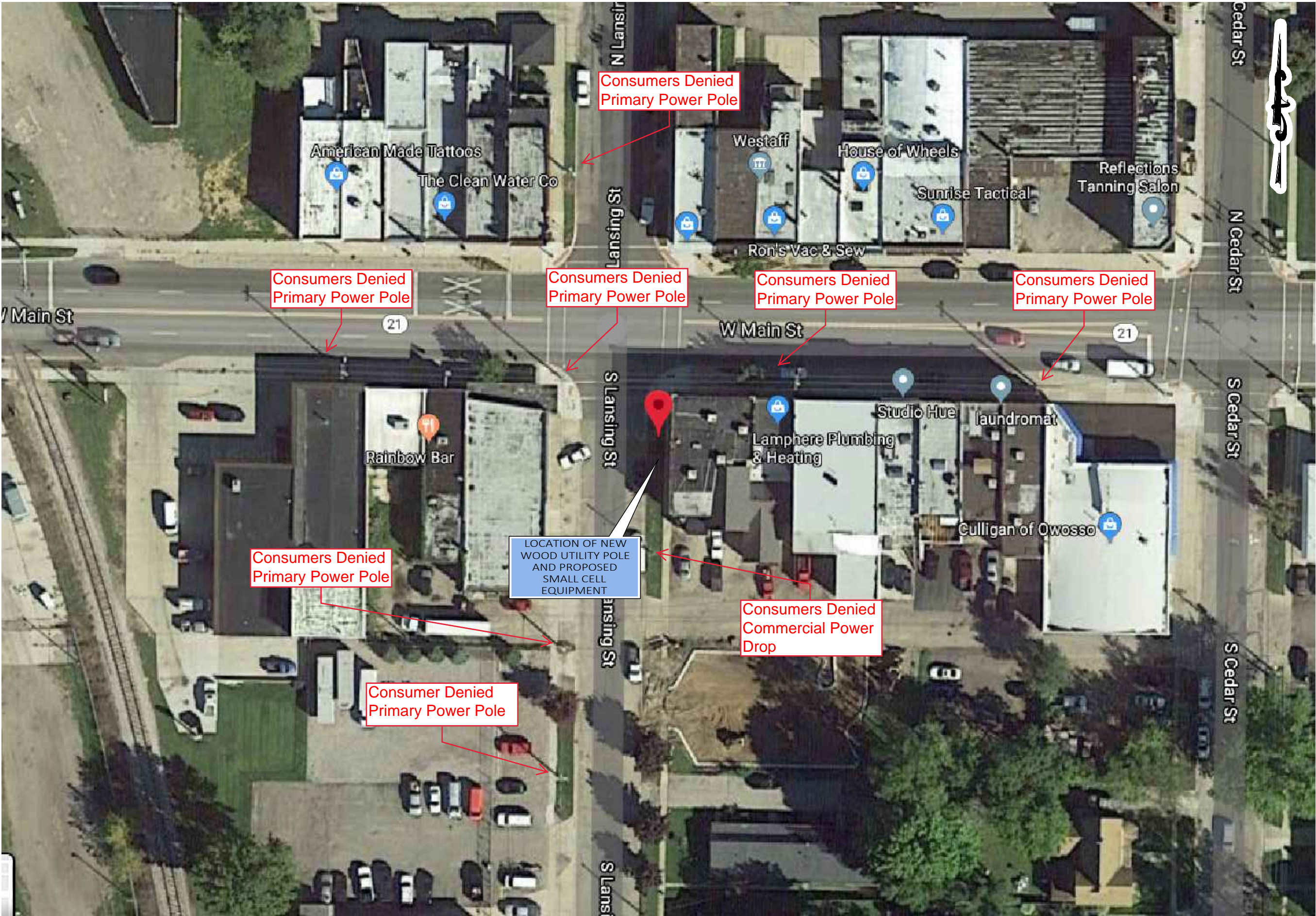
Location: P11-101-12

 Office: (517) 788-0348 [Gregory.Obenchain@cmsenergy.com](mailto:Gregory.Obenchain@cmsenergy.com)

---

**From:** Hubble, Scott A <scott.hubble@verizonwireless.com>**Sent:** Wednesday, January 25, 2023 9:01 PM**To:** Gregory T. Obenchain <Gregory.Obenchain@cmsenergy.com>





PREPARED FOR:



PREPARED BY:

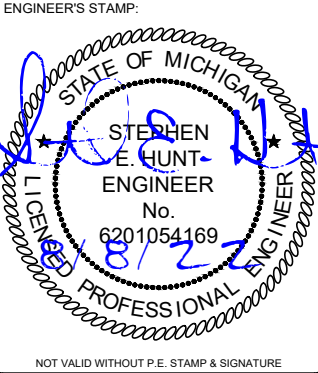


1961 NORTHPOINT BLVD, SUITE 130  
HIXSON, TN 37343  
PH: 423-843-9500  
FAX: 423-843-9509

DRAWING NOTICE:  
THE INFORMATION CONTAINED IN THIS SET OF  
DOCUMENTS IS PROPRIETARY BY NATURE.  
ANY USE OR DISCLOSURE OTHER THAN THAT  
WHICH RELATES TO THE CLIENT IS STRICTLY  
PROHIBITED.

DRAWN BY: LA  
CHECKED BY: CTD

REVISIONS				
NO.	DATE	BY	DESCRIPTION	
3	08/08/22	MJS	CONSTRUCTION ISSUE	
2	07/15/21	USE	CONSTRUCTION ISSUE	
1	02/27/20	DAJ	CONSTRUCTION ISSUE	
0	02/19/20	DAJ	CONSTRUCTION ISSUE	
A	02/06/20	LA	PRELIMINARY REVIEW	



SITE NAME:	16333
ADDRESS:	819 W MAIN ST OWOSSO, MI 48867
COUNTY:	SHIAWASSEE
LATITUDE:	42° 59' 51.0" N
LONGITUDE:	84° 10' 58.224" W
DESIGN TYPE:	RAWLAND

SHEET TITLE:  
SITE LAYOUT -  
AERIAL IMAGERY

DRAWING NO.	REVISION:
C1A	3





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/18/2022

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Verizon Wireless, LLC 1095 Avenue of the Americas New York NY 10036 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER B: LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER C: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: LM Insurance Corporation	33600	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: LM Insurance Corporation	33600														
INSURER C: Liberty Insurance Corporation	42404														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 570094954364 **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.

Limits shown are as requested

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 <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2691550588142	06/30/2022	06/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			AS2-691-550588-122 AOS	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AS2-691-550588-132 NH - Primary	06/30/2022	06/30/2023	BODILY INJURY (Per person)
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			TL2-691-550588-182 NH - Excess	06/30/2022	06/30/2023	BODILY INJURY (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA569D550588092 AOS	06/30/2022	06/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC5691550588082 WI, MN	06/30/2022	06/30/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Owosso 301 West Main Street Owosso MI 48867 USA	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  <i>Aon Risk Services Northeast, Inc.</i>
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## Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Wireless, LLC	
POLICY NUMBER See Certificate Number: 570094954364			
CARRIER See Certificate Number: 570094954364	NAIC CODE		
		EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25      **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



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

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# MEMORANDUM

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DATE: May 3, 2023

TO: Mayor Teich and the Owosso City Council

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

RE: 401a/457 Transfer to MERS

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## RECOMMENDATION:

Approve actions to terminate the services of MissionSquare Retirement, establish new Defined Contribution and Deferred Compensation Plans with MERS, and transfer the assets of all City-sponsored retirement investment accounts held at MissionSquare to MERS.

## BACKGROUND:

Our defined contribution (401(a)) plan has been with MissionSquare Retirement (formerly known as ICMA-RC) since it was added in January 1, 2006. Within the last year, MissionSquare has made changes to their contribution reporting and distribution process resulting in delays in the reporting and depositing of contributions to the 401(a) and 457 retirement accounts, potentially causing employees to miss out on investment returns. These changes have also had an adverse effect on staff members that have to deal with MissionSquare as a part of their jobs, making them more difficult, specifically for payroll. In early 2023, we started having discussions to move the 401(a) plan to the Municipal Employees' Retirement System of Michigan (MERS). This is the same company we use for the defined benefit and the hybrid pension plans. Reporting would be much easier through MERS. MERS is also very well-known in the state and would allow for an easier transition for any new hires that already have a plan through MERS when they hire into the City, or for employees that leave the City for another MERS sponsored employer.

Previously, City Council approved the transfer of the City administered pension plans to MERS back in 2019 and 2020. The change before Council this evening would affect American Federation of State, County and Municipal Employees (AFSCME) union employees (hired after 7/1/2005) and General City (non-union, hired after 1/1/2006) and their respective retirees, as well as the City Manager, and any employees with a City-sponsored deferred compensation account. Should the request be approved, I will update the retirement section of the AFSCME union contract and General City Personnel Manual to specify that the current and retired members of the groups named above, along with all of their assigned assets, be moved out of the MissionSquare plan and into MERS. Further, approval of this request would direct staff to provide formal notice to MissionSquare of the intent to transfer all assets of the 401a and 457 plans for City of Owosso employees to MERS, and to take appropriate actions to establish defined contribution and deferred compensation plans and transfer said assets to MERS.

Due to the fact that this transaction is relatively complex, staff is proposing Council approach it in steps as detailed below. A separate Council action will be necessary for each item.

1. Terminate services of MissionSquare Retirement and authorize the transfer of assets to MERS.
2. Establish new Defined Contribution Plan with MERS.
3. Approve Adoption Agreement and Contribution Addendum for General City Non-Union Group (hired after 01/01/2006).
4. Approve Adoption Agreement and Contribution Addendum for AFSCME Union Group (hired after 07/01/2005).
5. Approve Adoption Agreement and Contribution Addendum for the City Manager.
6. Establish new Deferred Compensation Plan with MERS & approve Participation Agreement.

# **STEP 1**

## **RESOLUTION NO.**

### **APPROVE TRANSFER OF ALL CITY-SPONSORED RETIREMENT PLANS ADMINISTERED BY MISSION SQUARE RETIREMENT TO THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN**

WHEREAS, the City of Owosso, a Michigan municipal corporation, currently has MissionSquare Retirement administer portions of its retirement system, including the 401(a) defined contribution plans for the General City Non-Union Group (hired after January 1, 2006) and its retirees, the AFSCME Union Group (hired after July 1, 2006) and its retirees, and the City Manager, as well as the 457 deferred compensation plan for all employees; and

WHEREAS, the City has been displeased and concerned with recent process changes made by MissionSquare Retirement and desires to end its relationship with the firm; and

WHEREAS, the Municipal Employees' Retirement System of Michigan (MERS) has successfully administered a different portion of the City's retirement system and they are capable of administering the plans currently with MissionSquare Retirement; and

WHEREAS, it has been determined to be beneficial to the City and its employees to transfer all City-sponsored plans and accounts from MissionSquare Retirement to the MERS system; and

WHEREAS, it is necessary to provide formal notice to MissionSquare Retirement of the intention to transfer the assets of said plans to the MERS plan; and

WHEREAS, the City Council must adopt a resolution authorizing this transfer of funds from MissionSquare Retirement to MERS.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to transfer all City of Owosso sponsored plans and accounts currently administered by MissionSquare Retirement to the Municipal Employees' Retirement System of Michigan.
- SECOND: the Mayor appropriate staff of the City of Owosso are hereby instructed and authorized to execute any and all tasks required to complete the transfer.
- THIRD: this resolution serves as formal notification to all involved parties to execute said transfer.

# Resolution Adopting the MERS Defined Contribution Plan

## STEP 2



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

**WHEREAS**, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

**WHEREAS**, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

**WHEREAS**, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

### IT IS HEREBY RESOLVED:

On behalf of the participating entity, the governing body of

\_\_\_\_\_ adopts the MERS Defined Contribution Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Signature of Authorized Official)

Printed name: \_\_\_\_\_  
(Authorized Official - printed)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

### Received and Approved by the Municipal Employees' Retirement System of Michigan:

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Signature of Authorized MERS Representative)



## ***STEP 3***

### **RESOLUTION NO.**

#### **ADOPTING THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN FOR THE CITY OF OWOSSO GENERAL CITY NON-UNION GROUP HIRED AFTER JANUARY 1, 2006 AND ITS RETIREES**

WHEREAS, the City of Owosso, a Michigan municipal corporation, having established a defined contribution plan administered by Municipal Employees' Retirement System of Michigan (MERS), wishes to enroll the General City Non-Union Group employees (hired after 1/1/2006) group and its retirees as a division of said plan; and

WHEREAS, it is necessary to fix in writing the rights and obligations of the parties involved.

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

- FIRST: it has determined it is advisable, necessary and in the public interest to approve the MERS Defined Contribution Plan Adoption Agreement and the Contribution Addendum for MERS Defined Contribution for the General City, Non-Union Group, hired after January 1, 2006, and its retirees, spelling out the rights and obligations of the parties involved.
- SECOND: the Mayor and City Clerk are instructed and authorized to sign the Agreement, and its Addendum, between the City of Owosso and the Municipal Employees' Retirement System of Michigan substantially in the form attached.

# MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

**Division name** \_\_\_\_\_

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

## II. Effective Date

Check one:

- A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit\* division # \_\_\_\_\_ and/or current Hybrid division # \_\_\_\_\_

For divisions that are closing or freezing with or without conversion, the Employer must complete the Addendum for Plan Freeze, Closure and Conversions

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

- C. ☐ If this is to **separate employees from an existing Defined Contribution division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

- D. ☐ If this is to **merge division(s)** \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

- E. ☐ If this is an amendment to close Defined Benefit division(s) # \_\_\_\_\_ or Hybrid division(s) \_\_\_\_\_ with new hires, rehires, and transfers going into existing Defined Contribution division # \_\_\_\_\_, the effective date shall be \_\_\_\_\_ (month/year).

**Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.**

(The amount may be adjusted for any benefit modifications that may have taken place since then).

# MERS Defined Contribution Plan Adoption Agreement

## III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than ____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than ____ per ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other 2:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	

**Probationary Periods** (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be \_\_\_\_ month(s).

Comments:

- ☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

# MERS Defined Contribution Plan Adoption Agreement

## IV. Provisions

### 1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

*Note:* Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

### 2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages    ☐ Box 1 Wages of W-2    ☐ Gross Wages  
☐ Custom Definition

Click here to view details  
of Base, Box 1, and  
Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

### 3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

### 4. Vesting

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

# MERS Defined Contribution Plan Adoption Agreement

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 15 years) will be \_\_\_\_ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must commence no later than 3 years of service)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.*

## 5. Contributions

- a. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- ☐ Weekly ☐ Semi-Monthly (twice each month)
- ☐ Bi-Weekly (every other week) ☐ Monthly

- b. **Employer Contributions**

Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).

- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. **Loans:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

7. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

# MERS Defined Contribution Plan Adoption Agreement

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by \_\_\_\_\_  
Name of Participating Employer

for the following:

\_\_\_\_\_  
Employee Group Name

Division Code: \_\_\_\_\_

The Addendum accompanies the MERS 401(a) Defined Contribution (DC) Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

## Section 1: Matching Contributions

The Participating Employer will make matching contributions into the DC Plan based on

(CHECK ALL THAT APPLY):

- ☐ Employee's MERS 457 program election
- ☐ Employee's non-MERS 457 program election
- ☐ Employee's one-time election of MERS Defined Contribution required employee contributions
- ☐ Other \_\_\_\_\_

For each payroll period in which Employee contributions described in Section 1 are made, the Participating Employer will contribute \_\_\_\_\_% of the Employee contribution amount.

*For example, if an Employer elects a 50% match, then for every 1% the participant defers to the Program, the Employer will contribute 0.5% to the Program.*

**Employer Cap:** The Employer elects the following matching contribution cap:

- ☐ **Percentage Cap:** In no event will matching contributions made on behalf of a participant exceed \_\_\_\_\_% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement. Match cannot exceed 100% of participant's income.
- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$\_\_\_\_\_ per \_\_\_\_\_.

# Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

## Section 2: Required DC Contributions

Select one:

- ☐ Employees are required to contribute per pay period: \_\_\_\_\_ (specify \$ or %)
- ☐ Range from \_\_\_\_\_ to \_\_\_\_\_ (specify \$ or %) per pay period
- ☐ Choice of contribution amounts per pay period:

Employee Contribution (\$ or %)	Employer Contribution (\$ or %)

The Employer designates \_\_\_\_\_ (specify \$ or %) as the default contribution

Federal law requires employees only be offered a contribution choice at the time of first eligibility. Therefore, the default will apply when an eligible employee fails to make an election prior to the first payroll reporting in which they qualified for the plan, and those employees who are transferred, rehired, or previously covered under a non-MERS plan.

Direct Required Employee Contributions: ☐ Pre-tax ☐ After-tax

## Section 3: Non-Matching Contributions

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check all that apply):

- ☐ **Annual:** A one-time annual contribution of \$ \_\_\_\_\_ or \_\_\_\_\_ % of compensation per participant.
- ☐ **Pay Period:** \$ \_\_\_\_\_ or \_\_\_\_\_ % of compensation per participant for each payroll period.
- ☐ **One time:** \$ \_\_\_\_\_.



## ***STEP 4***

### **RESOLUTION NO.**

#### **ADOPTING THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN FOR THE CITY OF OWOSSO AFSCME GROUP HIRED AFTER JULY 1, 2005 AND ITS RETIREES**

WHEREAS, the City of Owosso, a Michigan municipal corporation, having established a defined contribution plan administered by Municipal Employees' Retirement System of Michigan (MERS), wishes to enroll the American Federation of State, County and Municipal Employees (AFSCME) union employees (hired after 7/1/2005) group and its retirees as a division of said plan; and

WHEREAS, it is necessary to fix in writing the rights and obligations of the parties involved.

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

- FIRST: it has determined it is advisable, necessary and in the public interest to approve the MERS Defined Contribution Plan Adoption Agreement and the Contribution Addendum for MERS Defined Contribution for the AFSCME Union Group, hired after July 1, 2005, and its retirees, spelling out the rights and obligations of the parties involved.
- SECOND: the Mayor and City Clerk are instructed and authorized to sign the Agreement, and its Addendum, between the City of Owosso and the Municipal Employees' Retirement System of Michigan substantially in the form attached.

# MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

**Division name** \_\_\_\_\_

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

## II. Effective Date

Check one:

- A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit\* division # \_\_\_\_\_ and/or current Hybrid division # \_\_\_\_\_

For divisions that are closing or freezing with or without conversion, the Employer must complete the Addendum for Plan Freeze, Closure and Conversions

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

- C. ☐ If this is to **separate employees from an existing Defined Contribution division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

- D. ☐ If this is to **merge division(s)** \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

- E. ☐ If this is an amendment to close Defined Benefit division(s) # \_\_\_\_\_ or Hybrid division(s) \_\_\_\_\_ with new hires, rehires, and transfers going into existing Defined Contribution division # \_\_\_\_\_, the effective date shall be \_\_\_\_\_ (month/year).

**Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.**

(The amount may be adjusted for any benefit modifications that may have taken place since then).

# MERS Defined Contribution Plan Adoption Agreement

## III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than ____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than ____ per ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other 2:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	

**Probationary Periods** (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be \_\_\_\_ month(s).

Comments:

- ☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

# MERS Defined Contribution Plan Adoption Agreement

## IV. Provisions

### 1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

*Note:* Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

### 2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages    ☐ Box 1 Wages of W-2    ☐ Gross Wages  
☐ Custom Definition

Click here to view details  
of Base, Box 1, and  
Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

### 3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

### 4. Vesting

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

# MERS Defined Contribution Plan Adoption Agreement

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 15 years) will be \_\_\_\_ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must commence no later than 3 years of service)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.*

## 5. Contributions

- a. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- ☐ Weekly ☐ Semi-Monthly (twice each month)
- ☐ Bi-Weekly (every other week) ☐ Monthly

- b. **Employer Contributions**

Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).

- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. **Loans:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

7. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

# MERS Defined Contribution Plan Adoption Agreement

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by \_\_\_\_\_  
Name of Participating Employer

for the following:

\_\_\_\_\_  
Employee Group Name

Division Code: \_\_\_\_\_

The Addendum accompanies the MERS 401(a) Defined Contribution (DC) Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

## Section 1: Matching Contributions

The Participating Employer will make matching contributions into the DC Plan based on

(CHECK ALL THAT APPLY):

- ☐ Employee's MERS 457 program election
- ☐ Employee's non-MERS 457 program election
- ☐ Employee's one-time election of MERS Defined Contribution required employee contributions
- ☐ Other \_\_\_\_\_

For each payroll period in which Employee contributions described in Section 1 are made, the Participating Employer will contribute \_\_\_\_\_% of the Employee contribution amount.

*For example, if an Employer elects a 50% match, then for every 1% the participant defers to the Program, the Employer will contribute 0.5% to the Program.*

**Employer Cap:** The Employer elects the following matching contribution cap:

- ☐ **Percentage Cap:** In no event will matching contributions made on behalf of a participant exceed \_\_\_\_\_% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement. Match cannot exceed 100% of participant's income.
- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$\_\_\_\_\_ per \_\_\_\_\_.

# Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

## Section 2: Required DC Contributions

Select one:

- ☐ Employees are required to contribute per pay period: \_\_\_\_\_ (specify \$ or %)
- ☐ Range from \_\_\_\_\_ to \_\_\_\_\_ (specify \$ or %) per pay period
- ☐ Choice of contribution amounts per pay period:

Employee Contribution (\$ or %)	Employer Contribution (\$ or %)

The Employer designates \_\_\_\_\_ (specify \$ or %) as the default contribution

Federal law requires employees only be offered a contribution choice at the time of first eligibility. Therefore, the default will apply when an eligible employee fails to make an election prior to the first payroll reporting in which they qualified for the plan, and those employees who are transferred, rehired, or previously covered under a non-MERS plan.

Direct Required Employee Contributions: ☐ Pre-tax ☐ After-tax

## Section 3: Non-Matching Contributions

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check all that apply):

- ☐ **Annual:** A one-time annual contribution of \$ \_\_\_\_\_ or \_\_\_\_\_ % of compensation per participant.
- ☐ **Pay Period:** \$ \_\_\_\_\_ or \_\_\_\_\_ % of compensation per participant for each payroll period.
- ☐ **One time:** \$ \_\_\_\_\_.



## **STEP 5**

### **RESOLUTION NO.**

#### **ADOPTING THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM PLAN FOR THE CITY OF OWOSSO CITY MANAGER GROUP**

WHEREAS, the City of Owosso, a Michigan municipal corporation, having established a defined contribution plan administered by the Municipal Employees' Retirement System of Michigan (MERS), wishes to enroll the City Manager Group as a division of said plan; and

WHEREAS, it is necessary to fix in writing the rights and obligations of the parties involved.

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

FIRST: it has determined it is advisable, necessary and in the public interest to approve the MERS Defined Contribution Plan Adoption Agreement and the Contribution Addendum for MERS Defined Contribution for the City Manager Group spelling out the rights and obligations of the parties involved.

SECOND: the Mayor and City Clerk are instructed and authorized to sign the Agreement, and its Addendum, between the City of Owosso and the Municipal Employees' Retirement System of Michigan substantially in the form attached.

# MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

**Division name** \_\_\_\_\_

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

## II. Effective Date

Check one:

- A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit\* division # \_\_\_\_\_ and/or current Hybrid division # \_\_\_\_\_

For divisions that are closing or freezing with or without conversion, the Employer must complete the Addendum for Plan Freeze, Closure and Conversions

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

- C. ☐ If this is to **separate employees from an existing Defined Contribution division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

- D. ☐ If this is to **merge division(s)** \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

- E. ☐ If this is an amendment to close Defined Benefit division(s) # \_\_\_\_\_ or Hybrid division(s) \_\_\_\_\_ with new hires, rehires, and transfers going into existing Defined Contribution division # \_\_\_\_\_, the effective date shall be \_\_\_\_\_ (month/year).

**Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.**

(The amount may be adjusted for any benefit modifications that may have taken place since then).

# MERS Defined Contribution Plan Adoption Agreement

## III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
<b>Temporary Employees:</b> Those who will work for the municipality fewer than ____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Part-Time Employees:</b> Those who regularly work fewer than ____ per ____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Seasonal Employees:</b> Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Voter-Elected Officials</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Appointed Officials:</b> An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Contract Employees</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Other:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other 2:</b> _____	<input type="checkbox"/>	<input type="checkbox"/>	

**Probationary Periods** (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be \_\_\_\_ month(s).

Comments:

- ☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

# MERS Defined Contribution Plan Adoption Agreement

## IV. Provisions

### 1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

*Note:* Employers who determine vesting based on an “hours-reported” method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

### 2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages    ☐ Box 1 Wages of W-2    ☐ Gross Wages  
☐ Custom Definition

Click here to view details  
of Base, Box 1, and  
Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

### 3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

### 4. Vesting

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which \_\_\_\_\_ hours are worked

# MERS Defined Contribution Plan Adoption Agreement

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 15 years) will be \_\_\_ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must commence no later than 3 years of service)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_

*If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.*

## 5. Contributions

- a. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- ☐ Weekly ☐ Semi-Monthly (twice each month)
- ☐ Bi-Weekly (every other week) ☐ Monthly

- b. **Employer Contributions**

Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).

- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. **Loans:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

7. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

# MERS Defined Contribution Plan Adoption Agreement

## VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

# Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by \_\_\_\_\_  
Name of Participating Employer

for the following:

\_\_\_\_\_  
Employee Group Name

Division Code: \_\_\_\_\_

The Addendum accompanies the MERS 401(a) Defined Contribution (DC) Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

## Section 1: Matching Contributions

The Participating Employer will make matching contributions into the DC Plan based on

(CHECK ALL THAT APPLY):

- ☐ Employee's MERS 457 program election
- ☐ Employee's non-MERS 457 program election
- ☐ Employee's one-time election of MERS Defined Contribution required employee contributions
- ☐ Other \_\_\_\_\_

For each payroll period in which Employee contributions described in Section 1 are made, the Participating Employer will contribute \_\_\_\_\_% of the Employee contribution amount.

*For example, if an Employer elects a 50% match, then for every 1% the participant defers to the Program, the Employer will contribute 0.5% to the Program.*

**Employer Cap:** The Employer elects the following matching contribution cap:

- ☐ **Percentage Cap:** In no event will matching contributions made on behalf of a participant exceed \_\_\_\_\_% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement. Match cannot exceed 100% of participant's income.
- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$\_\_\_\_\_ per \_\_\_\_\_.

# Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

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## Section 2: Required DC Contributions

Select one:

- ☐ Employees are required to contribute per pay period: \_\_\_\_\_ (specify \$ or %)
- ☐ Range from \_\_\_\_\_ to \_\_\_\_\_ (specify \$ or %) per pay period
- ☐ Choice of contribution amounts per pay period:

Employee Contribution (\$ or %)	Employer Contribution (\$ or %)

The Employer designates \_\_\_\_\_ (specify \$ or %) as the default contribution

Federal law requires employees only be offered a contribution choice at the time of first eligibility. Therefore, the default will apply when an eligible employee fails to make an election prior to the first payroll reporting in which they qualified for the plan, and those employees who are transferred, rehired, or previously covered under a non-MERS plan.

Direct Required Employee Contributions: ☐ Pre-tax ☐ After-tax

## Section 3: Non-Matching Contributions

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check all that apply):

- ☐ **Annual:** A one-time annual contribution of \$ \_\_\_\_\_ or \_\_\_\_\_ % of compensation per participant.
- ☐ **Pay Period:** \$ \_\_\_\_\_ or \_\_\_\_\_ % of compensation per participant for each payroll period.
- ☐ **One time:** \$ \_\_\_\_\_.



This Resolution, together with the MERS 457(b) Supplemental Retirement Program Plan Document and the MERS 457 Supplemental Retirement Program Participation Agreement and any Addendum thereto, constitute the entire MERS 457 Deferred Compensation Plan Document.

**WHEREAS**, the Municipal Employees Retirement Act of 1984 (the “Act”), MCL 38.1536(2)(a) (MERS Plan Document (Section 71) authorizes the Municipal Employees’ Retirement Board (the “Board”) to “establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other postemployment benefit programs,” and on November 8, 2011, the Board adopted the MERS 457 Deferred Compensation Plan.

**WHEREAS**, this Uniform Resolution has been approved by the Board under the authority of Section 71, and the Board has authorized the MERS 457 Deferred Compensation Plan, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution.

**WHEREAS**, the Participating Employer, a participating “municipality” (as defined in the Act; MCL 38.1502b(2); Plan Document Section 2) or participating “court” (circuit, district or probate court as defined in the Act, MCL 38.1502a(4) – (6); Plan Document Section 2) within the State of Michigan has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

**WHEREAS**, the Participating Employer has also determined that it wishes to encourage employees’ saving for retirement by offering salary reduction contributions;

**WHEREAS**, the Participating Employer has reviewed the MERS 457 Supplemental Retirement Program (“Plan”);

**WHEREAS**, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

**WHEREAS**, the Participating Employer is an Employer as defined in the Plan;

**WHEREAS**, concurrent with this Resolution, and as a continuing obligation, this Governing Body has completed and approved, and submitted to MERS and the Board documents necessary for adoption and implementation of the Plan; and

**WHEREAS**, the Governing Body for and on behalf of the Participating Employer is authorized by law to adopt this Resolution approving the Participation Agreement on behalf of the Participating Employer. In the event any alteration of the terms or conditions stated in this Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to continue to administer (or to have administered) the MERS 457 Supplemental Retirement Program for the Participating Employer.

## MERS Uniform 457 Supplemental Retirement Program Resolution

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**NOW, THEREFORE, BE IT RESOLVED** that the Governing Body adopts the MERS 457 Supplemental Retirement Program as provided below.

- I. The Participating Employer adopts the Plan for its Employees.
- II. The Participating Employer hereby adopts the terms of the Participation Agreement, which is attached hereto and made a part of this Resolution. The Participation Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participation Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board.
- III. The Participating Employer shall abide by the terms of the Plan, including amendments to the Plan made by the Board, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.
- IV. The Participating Employer acknowledges that the Board is only responsible for the Plan and any other plans of the Employer administered by MERS and that the Board has no responsibility for other employee benefit plans maintained by the Employer that are not part of MERS.
- V. The Participating Employer accepts the administrative services to be provided by MERS and any services provided by a Service Manager as delegated by the Board. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.
- VI. The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.
- VII. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Board to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

## MERS Uniform 457 Supplemental Retirement Program Resolution

- VIII. This Resolution and the Participation Agreement shall be submitted to the Board for its approval. The Board shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Board may refuse to approve a Participation Agreement by an Employer that does not possess State statutory authority to participate in the Plan. The Governing Body hereby acknowledges that it is responsible to assure that this Resolution and the Participation Agreement are adopted and executed in accordance with the requirements of applicable law.

**BE IT FINALLY RESOLVED:** This Resolution shall have no legal effect under the Plan until a certified copy of this adopting Resolution is filed with MERS, and MERS determines that all necessary requirements under the 457 Supplemental Retirement Program Plan and Trust, the Participation Agreement, and this Resolution have been met. All dates for implementation of the Plan shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred by this Governing Body and MERS (and a third-party administrator, if applicable and necessary). The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on

\_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Signature of authorized official)

Printed name: \_\_\_\_\_ Position title: \_\_\_\_\_  
(Authorized Official - printed) (Authorized Official - position)

Municipality name: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_  
(Authorized MERS signatory)

# MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS 457 Program provided by the Municipal Employees' Retirement System of Michigan, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name:** \_\_\_\_\_  
(Name of municipality or court)

**Municipality Number:** \_\_\_\_\_ **Division Number** (if amendment): \_\_\_\_\_

**II. Effective Date:** The MERS 457(b) Program will be effective as follows (choose one):

- ☐ **Original Adoption.** The MERS 457(b) Program will be effective \_\_\_\_\_,  
(Month and year)  
with respect to contributions upon approval by the Program Administrator.
- ☐ To establish a new plan or replace current 457 carrier with the MERS 457 Program.
- ☐ To add the MERS 457 Program in addition to: \_\_\_\_\_  
(Other plan provider)

**VERY IMPORTANT:** All eligible programs of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible 457 (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single program, comply with the 457(b) requirements. In order to fulfill its responsibility for monitoring coordination of multiple programs, the Participating Employer must carefully review the Master Plan Document provisions.

- ☐ **Amendment and Restatement.** The amended and restated MERS 457(b) Program will be effective \_\_\_\_\_,  
(Month and year)  
with respect to contributions upon approval by the Program Administrator. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

**III. Eligible Employees:** Only Employees as defined in the Program may be covered by the Participation Agreement. Subject to other conditions in the Program, this Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Program:

**IV. Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- |   |  |
|---|--|
| <input type="checkbox"/> Weekly                       | <input type="checkbox"/> Semi-Monthly (twice each month) |
| <input type="checkbox"/> Bi-Weekly (every other week) | <input type="checkbox"/> Monthly                         |

## MERS 457 Participation Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9707

[www.mersofmich.com](http://www.mersofmich.com)

### Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

☐ Base Wages    ☐ Box 1 Wages of W-2    ☐ Gross Wages

☐ Custom Definition

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

Click here to view details of Base, Box 1, and Gross Wages

**V. Roth Deferral Contributions:** ☐ shall be permitted      ☐ shall not be permitted

**If Roth Deferral Contributions** are elected, the Program will allow Roth rollover contributions from other designated Roth 457(b), 401(k), or 403(b) Plans. Roth in-plan rollovers will also be allowed. Roth in-plan rollovers allow a participant who has reached 70½ or who has incurred a severance from employment to elect to have all or a portion of his or her pre-tax contribution account directly rolled into a designated Roth rollover account under the plan if the amount would otherwise be permitted to be distributed as an eligible rollover distribution. Any amounts that are rolled to the Roth rollover account are considered to be irrevocable and may not be rolled back to the pre-tax account.

## MERS 457 Participation Agreement

**VI. Loans:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

**VII. Automatic Enrollment:** ☐ shall be permitted ☐ shall not be permitted

If selected, please complete and attach the [457 Eligible Automatic Contribution Arrangement \(EACA\) Addendum](#).

**VIII. Employer Contributions:** ☐ shall be permitted ☐ shall not be permitted

If selected, please complete and attach the [457 Employer Contribution Addendum](#).

**IX. Modification of the Terms of the Participation Agreement**

If the employer desires to amend any of its elections contained in the Participation Agreement, including attachments/addendums, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Participation Agreement. The amendment of the new agreement is not effective until approved by MERS.

**X. Enforcement**

1. This Participation Agreement, including attachments/addendums may be terminated only in accordance with the Master Plan Document
2. The Employer hereby agrees to the provisions of the *MERS 457 Supplemental Retirement Program and Trust Master Plan Document*.
3. The employer hereby acknowledges it understands that failure to properly fill out this Participation Agreement may result in the ineligibility of the program.

**XI. Execution**

**Authorized Designee of Governing Body of Municipality or Chief Judge of Court**

The foregoing Participation Agreement is hereby approved by \_\_\_\_\_  
(Name of Approving Employer)  
on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Authorized signature: \_\_\_\_\_

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

**Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



## MEMORANDUM

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

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DATE: May 2, 2023  
TO: Owosso City Council  
FROM: Brad Barrett, Finance Director  
SUBJECT: Monthly Financial Report – March 2023

### 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 March 31, 2023.

### 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 1<sup>st</sup>).

The amended budget approved by City Council in December 2022 has been uploaded into the financial/accounting system and can be seen under the column labeled, “2022-23 Amended Budget.”

### FISCAL IMPACTS:

None.

### Document originated by:

Revenue and Expenditure Report for City of Owosso – Period ending March 31, 2023  
Cash Summary by Account for City of Owosso – March 1, 2023 – March 31, 2023

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
101-000-402.000	GENERAL PROPERTY TAX	3,791,355.00	3,754,642.00	57,126.99	3,368,151.53	386,490.47	89.71
101-000-402.500	OBSOLETE PROPERTY REHAB TAXES(O	2,122.00	2,123.00	0.00	0.00	2,123.00	0.00
101-000-404.000	PA 298 OF 1917	0.00	295,188.00	4,585.82	266,789.19	28,398.81	90.38
101-000-432.000	PAYMENT IN LIEU OF TAXES (PILT)	0.00	0.00	1,079.25	1,079.25	(1,079.25)	100.00
101-000-434.000	TRAILER PARK TAXES	975.00	975.00	677.00	1,749.50	(774.50)	179.44
101-000-437.000	INDUSTRIAL/COMMERCIAL FACILITIE	18,236.00	19,330.00	0.00	0.00	19,330.00	0.00
101-000-439.000	MARIJUANA TAX DISTR.	169,000.00	169,000.00	207,472.86	207,631.10	(38,631.10)	122.86
101-000-445.000	INTEREST & PENALTIES ON TAXES	20,348.00	20,348.00	7,244.45	15,561.55	4,786.45	76.48
101-000-447.000	ADMINISTRATION FEES	98,575.00	98,575.00	19,362.47	95,142.31	3,432.69	96.52
101-000-476.000	LIQUOR LICENSES	10,000.00	10,168.00	0.00	10,443.40	(275.40)	102.71
101-000-476.100	MARIJUANA LICENSE FEE	45,000.00	0.00	0.00	0.00	0.00	0.00
101-000-477.000	CABLE TELEVISION FRANCHISE FEES	103,000.00	103,000.00	0.00	46,382.68	56,617.32	45.03
101-000-478.000	MISCELLANEOUS LICENSES	1,000.00	1,000.00	30.00	1,160.00	(160.00)	116.00
101-000-490.000	PERMITS-BUILDING	87,500.00	0.00	0.00	0.00	0.00	0.00
101-000-490.100	PERMITS-ELECTRICAL	20,000.00	0.00	0.00	0.00	0.00	0.00
101-000-490.200	PERMITS-PLUMBING & MECHANICAL	55,000.00	0.00	0.00	0.00	0.00	0.00
101-000-491.000	PERMITS	475.00	475.00	20.00	260.00	215.00	54.74
101-000-492.000	LICENSES	25.00	25.00	75.00	75.00	(50.00)	300.00
101-000-502.000	GRANT-FEDERAL	127,886.00	90,600.00	0.00	10,600.00	80,000.00	11.70
101-000-502.100	FEDERAL GRANT - DEPT OF JUSTICE	0.00	0.00	0.00	2,001.29	(2,001.29)	100.00
101-000-540.000	STATE SOURCES	0.00	2,121.00	0.00	1,100.16	1,020.84	51.87
101-000-540.531	LOCAL GRANT	0.00	0.00	0.00	2,400.00	(2,400.00)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION S	75,000.00	81,000.00	0.00	80,925.72	74.28	99.91
101-000-574.000	REVENUE SHARING	1,412,405.00	1,412,405.00	0.00	842,278.00	570,127.00	59.63
101-000-574.050	REVENUE SHARING - STATUTORY	472,902.00	472,902.00	0.00	227,853.00	245,049.00	48.18
101-000-605.150	VACANT PROPERTY REGISTRATION/IN	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-000-605.200	CHARGE FOR SERVICES RENDERED	229,782.00	229,782.00	35,992.96	124,256.35	105,525.65	54.08
101-000-605.250	DUPLICATING SERVICES	1,000.00	1,000.00	45.00	605.00	395.00	60.50
101-000-605.300	FIRE SERVICES	3,000.00	3,000.00	2,000.00	(300.00)	3,300.00	(10.00)
101-000-628.000	RENTAL REGISTRATION	1,500.00	1,500.00	350.00	1,325.00	175.00	88.33
101-000-638.000	AMBULANCE CHARGES	295,961.00	295,961.00	48,183.30	241,017.12	54,943.88	81.44
101-000-638.100	AMBULANCE MILEAGE CHARGES	217,668.00	217,668.00	21,640.87	110,398.90	107,269.10	50.72
101-000-638.200	AMBULANCE/ ADVANCED LIFE SUPPOR	393,342.00	393,342.00	68,482.17	366,669.23	26,672.77	93.22
101-000-642.000	CHARGE FOR SERVICES - SALES	4,000.00	4,000.00	375.00	2,955.00	1,045.00	73.88
101-000-652.200	PARKING LEASE INCOME	1,680.00	1,680.00	0.00	840.00	840.00	50.00
101-000-657.000	ORDINANCE FINES & COSTS	10,000.00	10,000.00	1,178.93	7,494.78	2,505.22	74.95
101-000-657.100	PARKING VIOLATIONS	3,500.00	3,500.00	435.00	745.00	2,755.00	21.29
101-000-665.000	INTEREST INCOME	65,129.00	65,129.00	57,474.08	120,688.96	(55,559.96)	185.31
101-000-665.100	MERS INTEREST INCOME	50.00	50.00	0.00	3.46	46.54	6.92
101-000-665.200	ICMA INTEREST INCOME	50.00	50.00	5.84	9.28	40.72	18.56
101-000-667.100	RENTAL INCOME	500.00	500.00	0.00	530.00	(30.00)	106.00
101-000-673.000	SALE OF FIXED ASSETS	0.00	2,070.00	0.00	2,070.00	0.00	100.00
101-000-674.200	DONATIONS	0.00	473.00	0.00	472.74	0.26	99.95
101-000-675.000	MISCELLANEOUS	20,000.00	20,000.00	975.66	28,783.10	(8,783.10)	143.92
101-000-676.200	WASTEWATER UTIL. ADMIN REIMB	203,175.00	203,175.00	0.00	111,800.40	91,374.60	55.03
101-000-676.300	CITY UTILITIES ADMIN REIMB	764,820.00	764,820.00	0.00	438,825.13	325,994.87	57.38
101-000-676.400	DDA/OBRA REIMBURSEMENT	14,594.00	14,594.00	0.00	4,639.50	9,954.50	31.79
101-000-676.500	ACT 51 ADMIN REIMBURSEMENT	192,013.00	192,013.00	0.00	64,584.69	127,428.31	33.64
101-000-687.000	INSURANCE REFUNDS	110,000.00	88,600.00	0.00	101,673.19	(13,073.19)	114.76
101-000-699.287	ARPA TRANSFER IN	0.00	160,000.00	0.00	150,300.00	9,700.00	93.94



PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
TOTAL REVENUES		9,043,568.00	9,207,784.00	534,812.65	7,061,970.51	2,145,813.49	76.70
Expenditures							
101	CITY COUNCIL	6,800.00	6,800.00	149.90	3,762.64	3,037.36	55.33
171	CITY MANAGER	273,386.00	273,147.00	21,174.09	195,450.19	77,696.81	71.55
201	FINANCE	304,153.00	268,075.00	16,713.80	161,484.60	106,590.40	60.24
210	CITY ATTORNEY	120,000.00	120,000.00	8,577.82	75,163.96	44,836.04	62.64
215	CLERK	332,593.00	394,533.00	24,965.63	284,432.71	110,100.29	72.09
228	INFORMATION & TECHNOLOGY	261,225.00	261,225.00	15,769.10	90,269.71	170,955.29	34.56
253	TREASURY	170,218.00	170,185.00	12,103.89	114,813.85	55,371.15	67.46
257	ASSESSING	204,537.00	206,981.00	15,386.67	142,521.71	64,459.29	68.86
261	GENERAL ADMIN	272,659.00	299,771.00	22,456.13	758,203.64	(458,432.64)	252.93
265	BUILDING & GROUNDS	125,947.00	143,347.00	11,781.82	112,308.82	31,038.18	78.35
270	HUMAN RESOURCES	204,517.00	200,793.00	16,000.54	135,324.85	65,468.15	67.40
301	POLICE	2,825,081.00	2,803,542.00	189,487.12	1,918,044.47	885,497.53	68.42
336	FIRE	2,305,188.00	2,340,536.00	177,044.44	1,540,759.68	799,776.32	65.83
371	BUILDING AND SAFETY	300,766.00	52,610.00	1,320.86	55,344.60	(2,734.60)	105.20
441	PUBLIC WORKS	776,165.00	638,216.00	44,027.63	397,079.21	241,136.79	62.22
528	LEAF AND BRUSH COLLECTION	202,397.00	247,558.00	15,489.89	224,871.45	22,686.55	90.84
585	PARKING	24,950.00	39,250.00	4,950.66	28,135.86	11,114.14	71.68
720	COMMUNITY DEVELOPMENT	103,370.00	70,611.00	5,936.02	38,104.14	32,506.86	53.96
751	PARKS	203,916.00	246,947.00	12,518.47	205,131.46	41,815.54	83.07
966	TRANSFERS OUT	56,971.00	297,612.00	0.00	22,597.69	275,014.31	7.59
TOTAL EXPENDITURES		9,074,839.00	9,081,739.00	615,854.48	6,503,805.24	2,577,933.76	71.61
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		9,043,568.00	9,207,784.00	534,812.65	7,061,970.51	2,145,813.49	76.70
TOTAL EXPENDITURES		9,074,839.00	9,081,739.00	615,854.48	6,503,805.24	2,577,933.76	71.61
NET OF REVENUES & EXPENDITURES		(31,271.00)	126,045.00	(81,041.83)	558,165.27	(432,120.27)	442.83

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR STREET FUND							
Revenues							
202-000-540.000	STATE SOURCES	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00
202-000-541.000	TRUNKLINE MAINTENANCE	36,358.00	742,703.00	15,266.32	686,868.61	55,834.39	92.48
202-000-542.000	GAS & WEIGHT TAX	1,403,584.00	1,403,584.00	116,411.25	841,580.12	562,003.88	59.96
202-000-665.000	INTEREST INCOME	100.00	6,000.00	7,846.98	40,840.02	(34,840.02)	680.67
202-000-678.000	SPECIAL ASSESSMENT	111,125.00	111,125.00	0.00	0.00	111,125.00	0.00
TOTAL REVENUES		1,596,167.00	2,308,412.00	139,524.55	1,569,288.75	739,123.25	67.98
Expenditures							
451	CONSTRUCTION	260,500.00	263,449.00	666.11	15,010.21	248,438.79	5.70
463	STREET MAINTENANCE	272,066.00	309,507.00	7,917.96	136,146.21	173,360.79	43.99
473	BRIDGE MAINTENANCE	12,140.00	12,359.00	0.00	1,680.38	10,678.62	13.60
474	TRAFFIC SERVICES-MAINTENANCE	20,506.00	20,506.00	124.73	18,357.86	2,148.14	89.52
478	SNOW & ICE CONTROL	131,778.00	152,880.00	27,506.13	138,742.66	14,137.34	90.75
480	TREE TRIMMING	60,568.00	69,543.00	5,481.86	40,691.35	28,851.65	58.51
482	ADMINISTRATION & ENGINEERING	180,538.00	192,819.00	4,390.00	86,686.63	106,132.37	44.96
485	LOCAL STREET TRANSFER	350,000.00	350,000.00	0.00	240,575.22	109,424.78	68.74
486	TRUNKLINE SURFACE MAINTENANCE	2,641.00	671,742.00	224.89	597,254.81	74,487.19	88.91
488	TRUNKLINE SWEEPING & FLUSHING	3,662.00	3,662.00	0.00	625.31	3,036.69	17.08
490	TRUNKLINE TREE TRIM & REMOVAL	177.00	177.00	0.00	156.95	20.05	88.67
491	TRUNKLINE STORM DRAIN, CURBS	1,380.00	1,630.00	0.00	1,122.28	507.72	68.85
492	TRUNKLINE ROADSIDE CLEANUP	169.00	169.00	0.00	457.25	(288.25)	270.56
494	TRUNKLINE TRAFFIC SIGNS	564.00	564.00	5.45	601.03	(37.03)	106.57
497	TRUNKLINE SNOW & ICE CONTROL	27,752.00	27,752.00	4,794.18	26,340.12	1,411.88	94.91
TOTAL EXPENDITURES		1,324,441.00	2,076,759.00	51,111.31	1,304,448.27	772,310.73	62.81
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		1,596,167.00	2,308,412.00	139,524.55	1,569,288.75	739,123.25	67.98
TOTAL EXPENDITURES		1,324,441.00	2,076,759.00	51,111.31	1,304,448.27	772,310.73	62.81
NET OF REVENUES & EXPENDITURES		271,726.00	231,653.00	88,413.24	264,840.48	(33,187.48)	114.33

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL STREET FUND							
Revenues							
203-000-540.000	STATE SOURCES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00
203-000-542.000	GAS & WEIGHT TAX	516,546.00	516,546.00	42,803.23	309,440.42	207,105.58	59.91
203-000-665.000	INTEREST INCOME	0.00	0.00	2,603.99	11,030.71	(11,030.71)	100.00
203-000-678.000	SPECIAL ASSESSMENT	38,902.00	38,902.00	0.00	0.00	38,902.00	0.00
203-000-699.202	MAJOR STREET TRANSFER	350,000.00	350,000.00	0.00	240,575.22	109,424.78	68.74
TOTAL REVENUES		920,448.00	920,448.00	45,407.22	561,046.35	359,401.65	60.95
Expenditures							
451	CONSTRUCTION	382,500.00	382,500.00	1,259.61	3,618.21	378,881.79	0.95
463	STREET MAINTENANCE	403,388.00	434,414.00	13,790.45	281,553.66	152,860.34	64.81
474	TRAFFIC SERVICES-MAINTENANCE	6,447.00	6,447.00	0.00	3,240.60	3,206.40	50.27
478	SNOW & ICE CONTROL	65,397.00	73,505.00	14,908.52	68,547.15	4,957.85	93.26
480	TREE TRIMMING	81,363.00	96,605.00	31,461.72	90,840.37	5,764.63	94.03
482	ADMINISTRATION & ENGINEERING	91,835.00	104,709.00	4,389.84	57,061.69	47,647.31	54.50
TOTAL EXPENDITURES		1,030,930.00	1,098,180.00	65,810.14	504,861.68	593,318.32	45.97
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		920,448.00	920,448.00	45,407.22	561,046.35	359,401.65	60.95
TOTAL EXPENDITURES		1,030,930.00	1,098,180.00	65,810.14	504,861.68	593,318.32	45.97
NET OF REVENUES & EXPENDITURES		(110,482.00)	(177,732.00)	(20,402.92)	56,184.67	(233,916.67)	31.61

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

		2022-23		ACTIVITY FOR	YTD BALANCE	AVAILABLE	
GL NUMBER	DESCRIPTION	ORIGINAL	2022-23	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT
		BUDGET	AMENDED BUDGET	INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 208 - PARK/RECREATION SITES FUND							
Revenues							
208-000-665.000	INTEREST INCOME	0.00	50.00	116.47	518.02	(468.02)	1,036.04
208-000-674.100	PRIVATE DONATIONS	0.00	10,000.00	0.00	10,000.00	0.00	100.00
208-000-692.100	APPROPRIATION OF FUND BALANCE	47,800.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		47,800.00	10,050.00	116.47	10,518.02	(468.02)	104.66
Expenditures							
751	PARKS	47,800.00	75,900.00	0.00	73,668.33	2,231.67	76.30
TOTAL EXPENDITURES		47,800.00	75,900.00	0.00	73,668.33	2,231.67	76.30
Fund 208 - PARK/RECREATION SITES FUND:							
TOTAL REVENUES		47,800.00	10,050.00	116.47	10,518.02	(468.02)	104.66
TOTAL EXPENDITURES		47,800.00	75,900.00	0.00	73,668.33	2,231.67	76.30
NET OF REVENUES & EXPENDITURES		0.00	(65,850.00)	116.47	(63,150.31)	(2,699.69)	71.97

PERIOD ENDING 03/31/2023

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CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 239 - OMS/DDA REVLG LOAN FUND							
Revenues							
239-000-644.000	PENALTIES - LATE CHARGES	0.00	50.00	19.52	152.62	(102.62)	305.24
239-000-665.000	INTEREST INCOME	4,561.00	3,088.00	1,969.47	6,119.54	(3,031.54)	198.17
239-000-670.000	LOAN PRINCIPAL	107,162.00	0.00	(16,227.33)	0.00	0.00	0.00
239-000-670.100	LOAN INTEREST	15,785.00	15,785.00	6,058.27	16,990.90	(1,205.90)	107.64
239-000-674.100	PRIVATE DONATIONS	17,847.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		145,355.00	18,923.00	(8,180.07)	23,263.06	(4,340.06)	122.94
Expenditures							
000	REVENUE	2,914.00	0.00	0.00	0.00	0.00	0.00
200	GEN SERVICES	1,571.00	4,485.00	(41.96)	21,604.52	(17,119.52)	481.71
TOTAL EXPENDITURES		4,485.00	4,485.00	(41.96)	21,604.52	(17,119.52)	481.71
Fund 239 - OMS/DDA REVLG LOAN FUND :							
TOTAL REVENUES		145,355.00	18,923.00	(8,180.07)	23,263.06	(4,340.06)	122.94
TOTAL EXPENDITURES		4,485.00	4,485.00	(41.96)	21,604.52	(17,119.52)	481.71
NET OF REVENUES & EXPENDITURES		140,870.00	14,438.00	(8,138.11)	1,658.54	12,779.46	11.49

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CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 243 - OBRA #12 WOODWARD LOFT							
Revenues							
243-000-402.300	OBRA:TAX CAPTURE	125,349.00	125,349.00	126,957.43	126,957.43	(1,608.43)	101.28
243-000-573.000	LOCAL COMMUNITY STABILIZATION S	0.00	0.00	0.00	2,602.19	(2,602.19)	100.00
243-000-665.000	INTEREST INCOME	0.00	0.00	0.00	1,850.71	(1,850.71)	100.00
TOTAL REVENUES		125,349.00	125,349.00	126,957.43	131,410.33	(6,061.33)	104.84
Expenditures							
721	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
964	TAX REIMBURSEMENTS	124,349.00	124,349.00	0.00	0.00	124,349.00	0.00
TOTAL EXPENDITURES		125,349.00	125,349.00	0.00	0.00	125,349.00	0.00
Fund 243 - OBRA #12 WOODWARD LOFT:							
TOTAL REVENUES		125,349.00	125,349.00	126,957.43	131,410.33	(6,061.33)	104.84
TOTAL EXPENDITURES		125,349.00	125,349.00	0.00	0.00	125,349.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	126,957.43	131,410.33	(131,410.33)	100.00

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
248-000-402.000	GENERAL PROPERTY TAX	33,655.00	33,655.00	123.86	29,770.96	3,884.04	88.46
248-000-402.100	TIF	185,108.00	185,108.00	206,804.91	206,804.91	(21,696.91)	111.72
248-000-540.000	STATE SOURCES	0.00	0.00	0.00	45,000.00	(45,000.00)	100.00
248-000-573.000	LOCAL COMMUNITY STABILIZATION S	0.00	0.00	0.00	18,727.85	(18,727.85)	100.00
248-000-665.000	INTEREST INCOME	1,800.00	1,800.00	236.59	626.09	1,173.91	34.78
248-000-670.000	LOAN PRINCIPAL	0.00	0.00	(1,022.85)	0.00	0.00	0.00
248-000-670.100	LOAN INTEREST	0.00	0.00	168.62	1,760.33	(1,760.33)	100.00
248-000-674.200	DONATIONS	5,432.00	5,432.00	0.00	0.00	5,432.00	0.00
248-000-674.300	INCOME-ECNMC RESTRUCTING	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
248-000-674.400	INCOME-PROMOTION	17,600.00	17,600.00	5,460.00	24,449.90	(6,849.90)	138.92
248-000-674.500	INCOME-ORGANIZATION	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
248-000-674.700	EV STATION REVENUE	0.00	0.00	142.39	748.49	(748.49)	100.00
248-000-675.000	MISCELLANEOUS	0.00	0.00	0.00	(11,676.81)	11,676.81	100.00
248-000-699.101	GENERAL FUND TRANSFER	37,952.00	37,952.00	0.00	20,097.69	17,854.31	52.96
248-000-699.287	ARPA TRANSFER IN	0.00	0.00	4,500.00	7,800.00	(7,800.00)	100.00
TOTAL REVENUES		311,547.00	311,547.00	216,413.52	344,109.41	(32,562.41)	110.45
Expenditures							
200	GEN SERVICES	81,929.00	81,929.00	31,875.29	87,389.87	(5,460.87)	106.67
261	GENERAL ADMIN	94,881.00	94,881.00	2,781.67	49,056.54	45,824.46	51.70
704	ORGANIZATION	10,000.00	10,000.00	0.00	33.98	9,966.02	0.34
705	PROMOTION	19,000.00	19,000.00	776.64	14,660.48	4,339.52	77.16
706	DESIGN	11,600.00	11,600.00	380.34	2,055.76	9,544.24	17.72
707	ECONOMIC RESTRUCTURING	20,000.00	20,000.00	0.00	26,030.00	(6,030.00)	130.15
901	CAPITAL OUTLAY	1,900.00	1,900.00	0.00	7,800.00	(5,900.00)	410.53
905	DEBT SERVICE	78,432.00	78,432.00	452.65	12,573.85	65,858.15	16.03
TOTAL EXPENDITURES		317,742.00	317,742.00	36,266.59	199,600.48	118,141.52	62.82
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:							
TOTAL REVENUES		311,547.00	311,547.00	216,413.52	344,109.41	(32,562.41)	110.45
TOTAL EXPENDITURES		317,742.00	317,742.00	36,266.59	199,600.48	118,141.52	62.82
NET OF REVENUES & EXPENDITURES		(6,195.00)	(6,195.00)	180,146.93	144,508.93	(150,703.93)	2,332.67

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

		2022-23		ACTIVITY FOR	YTD BALANCE	AVAILABLE	
GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	2022-23 AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	% BDGT USED
Fund 249 - BUILDING INSPECTION FUND							
Revenues							
249-000-476.100	MARIJUANA LICENSE FEE	0.00	45,000.00	0.00	60,000.00	(15,000.00)	133.33
249-000-490.000	PERMITS-BUILDING	0.00	87,500.00	4,735.60	77,170.20	10,329.80	88.19
249-000-490.100	PERMITS-ELECTRICAL	0.00	20,000.00	3,815.00	23,965.00	(3,965.00)	119.83
249-000-490.200	PERMITS-PLUMBING & MECHANICAL	0.00	55,000.00	5,940.00	58,165.00	(3,165.00)	105.75
249-000-665.000	INTEREST INCOME	0.00	100.00	577.40	1,163.58	(1,063.58)	1,163.58
249-000-675.000	MISCELLANEOUS	0.00	0.00	25.00	25.00	(25.00)	100.00
TOTAL REVENUES		0.00	207,600.00	15,093.00	220,488.78	(12,888.78)	106.21
Expenditures							
200	GEN SERVICES	0.00	97,407.00	8,448.73	70,071.91	27,335.09	71.94
371	BUILDING AND SAFETY	0.00	157,122.00	13,000.14	103,508.65	53,613.35	65.88
TOTAL EXPENDITURES		0.00	254,529.00	21,448.87	173,580.56	80,948.44	68.20
Fund 249 - BUILDING INSPECTION FUND:							
TOTAL REVENUES		0.00	207,600.00	15,093.00	220,488.78	(12,888.78)	106.21
TOTAL EXPENDITURES		0.00	254,529.00	21,448.87	173,580.56	80,948.44	68.20
NET OF REVENUES & EXPENDITURES		0.00	(46,929.00)	(6,355.87)	46,908.22	(93,837.22)	99.96



\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 254 - HOUSING & REDEVELOPMENT							
Expenditures							
200	GEN SERVICES	0.00	0.00	56.15	56.15	(56.15)	100.00
TOTAL EXPENDITURES		0.00	0.00	56.15	56.15	(56.15)	100.00
Fund 254 - HOUSING & REDEVELOPMENT:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	56.15	56.15	(56.15)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	(56.15)	(56.15)	56.15	100.00

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 259 - OBRA-DIST#15 -ARMORY BUILDING							
Revenues							
259-000-402.300	OBRA:TAX CAPTURE	74,073.00	74,073.00	44,709.37	44,709.37	29,363.63	60.36
TOTAL REVENUES		74,073.00	74,073.00	44,709.37	44,709.37	29,363.63	60.36
Expenditures							
721	PROFESSIONAL SERVICES	6,500.00	6,500.00	0.00	4,155.00	2,345.00	63.92
964	TAX REIMBURSEMENTS	67,573.00	67,573.00	38,916.37	38,916.37	28,656.63	57.59
TOTAL EXPENDITURES		74,073.00	74,073.00	38,916.37	43,071.37	31,001.63	58.15
Fund 259 - OBRA-DIST#15 -ARMORY BUILDING:							
TOTAL REVENUES		74,073.00	74,073.00	44,709.37	44,709.37	29,363.63	60.36
TOTAL EXPENDITURES		74,073.00	74,073.00	38,916.37	43,071.37	31,001.63	58.15
NET OF REVENUES & EXPENDITURES		0.00	0.00	5,793.00	1,638.00	(1,638.00)	100.00

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8)							
Revenues							
272-000-402.300	OBRA:TAX CAPTURE	184,959.00	184,959.00	188,330.67	188,330.67	(3,371.67)	101.82
TOTAL REVENUES		184,959.00	184,959.00	188,330.67	188,330.67	(3,371.67)	101.82
Expenditures							
721	PROFESSIONAL SERVICES	12,000.00	12,000.00	0.00	10,305.50	1,694.50	85.88
905	DEBT SERVICE	190,721.00	190,721.00	167,998.20	167,998.20	22,722.80	88.09
TOTAL EXPENDITURES		202,721.00	202,721.00	167,998.20	178,303.70	24,417.30	87.96
Fund 272 - OBRA FUND-DISTRICT #17 CARGILL (PREV #8):							
TOTAL REVENUES		184,959.00	184,959.00	188,330.67	188,330.67	(3,371.67)	101.82
TOTAL EXPENDITURES		202,721.00	202,721.00	167,998.20	178,303.70	24,417.30	87.96
NET OF REVENUES & EXPENDITURES		(17,762.00)	(17,762.00)	20,332.47	10,026.97	(27,788.97)	56.45

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 273 - OBRA #9 ROBBINS LOFT							
Revenues							
273-000-402.300	OBRA:TAX CAPTURE	3,602.00	3,602.00	3,667.44	3,667.44	(65.44)	101.82
273-000-573.000	LOCAL COMMUNITY STABILIZATION S	0.00	0.00	0.00	560.01	(560.01)	100.00
273-000-665.000	INTEREST INCOME	0.00	0.00	0.00	728.12	(728.12)	100.00
TOTAL REVENUES		3,602.00	3,602.00	3,667.44	4,955.57	(1,353.57)	137.58
Expenditures							
721	PROFESSIONAL SERVICES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
TOTAL EXPENDITURES		1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
Fund 273 - OBRA #9 ROBBINS LOFT:							
TOTAL REVENUES		3,602.00	3,602.00	3,667.44	4,955.57	(1,353.57)	137.58
TOTAL EXPENDITURES		1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
NET OF REVENUES & EXPENDITURES		2,402.00	2,402.00	3,667.44	4,955.57	(2,553.57)	206.31

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA							
Revenues							
276-000-402.300	OBRA:TAX CAPTURE	10,124.00	10,124.00	10,308.26	10,308.26	(184.26)	101.82
276-000-665.000	INTEREST INCOME	0.00	0.00	0.00	11.22	(11.22)	100.00
276-000-674.200	DONATIONS	0.00	0.00	0.00	17,864.00	(17,864.00)	100.00
TOTAL REVENUES		10,124.00	10,124.00	10,308.26	28,183.48	(18,059.48)	278.38
Expenditures							
721	PROFESSIONAL SERVICES	560.00	560.00	0.00	550.00	10.00	98.21
905	DEBT SERVICE	28,172.00	28,172.00	28,171.00	28,171.00	1.00	100.00
TOTAL EXPENDITURES		28,732.00	28,732.00	28,171.00	28,721.00	11.00	99.96
Fund 276 - OBRA FUND DISTRICT #16 - QDOBA:							
TOTAL REVENUES		10,124.00	10,124.00	10,308.26	28,183.48	(18,059.48)	278.38
TOTAL EXPENDITURES		28,732.00	28,732.00	28,171.00	28,721.00	11.00	99.96
NET OF REVENUES & EXPENDITURES		(18,608.00)	(18,608.00)	(17,862.74)	(537.52)	(18,070.48)	2.89

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL							
Revenues							
277-000-402.300	OBRA:TAX CAPTURE	48,463.00	48,463.00	51,180.09	51,180.09	(2,717.09)	105.61
TOTAL REVENUES		48,463.00	48,463.00	51,180.09	51,180.09	(2,717.09)	105.61
Fund 277 - OBRA FUND DISTRICT #20 - J&H OIL:							
TOTAL REVENUES		48,463.00	48,463.00	51,180.09	51,180.09	(2,717.09)	105.61
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		48,463.00	48,463.00	51,180.09	51,180.09	(2,717.09)	105.61

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REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO

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PERIOD ENDING 03/31/2023

DB: Owosso

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO

MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/23 INCR (DECR)	YTD BALANCE 03/31/2023 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 280 - OBRA FUND-DISTRICT #21 - 152 E HOWARD ST							
Expenditures							
721	PROFESSIONAL SERVICES	0.00	4,205.00	0.00	4,205.00	0.00	100.00
TOTAL EXPENDITURES		0.00	4,205.00	0.00	4,205.00	0.00	100.00
Fund 280 - OBRA FUND-DISTRICT #21 - 152 E HOWARD ST:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	4,205.00	0.00	4,205.00	0.00	100.00
NET OF REVENUES & EXPENDITURES		0.00	(4,205.00)	0.00	(4,205.00)	0.00	100.00

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 283 - OBRA FUND-DISTRICT#3-TIAL							
Revenues							
283-000-402.300	OBRA:TAX CAPTURE	30,813.00	30,813.00	28,400.41	28,400.41	2,412.59	92.17
283-000-573.000	LOCAL COMMUNITY STABILIZATION S	0.00	0.00	0.00	613.09	(613.09)	100.00
TOTAL REVENUES		30,813.00	30,813.00	28,400.41	29,013.50	1,799.50	94.16
Expenditures							
721	PROFESSIONAL SERVICES	750.00	750.00	0.00	0.00	750.00	0.00
905	DEBT SERVICE	22,408.00	22,408.00	22,407.00	22,407.00	1.00	100.00
964	TAX REIMBURSEMENTS	1,147.00	1,147.00	0.00	0.00	1,147.00	0.00
TOTAL EXPENDITURES		24,305.00	24,305.00	22,407.00	22,407.00	1,898.00	92.19
Fund 283 - OBRA FUND-DISTRICT#3-TIAL:							
TOTAL REVENUES		30,813.00	30,813.00	28,400.41	29,013.50	1,799.50	94.16
TOTAL EXPENDITURES		24,305.00	24,305.00	22,407.00	22,407.00	1,898.00	92.19
NET OF REVENUES & EXPENDITURES		6,508.00	6,508.00	5,993.41	6,606.50	(98.50)	101.51



\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 284 - OPIOID SETTLEMENT FUND							
Revenues							
284-000-665.000	INTEREST INCOME	0.00	0.00	0.00	0.61	(0.61)	100.00
284-000-685.000	OPIOID SETTLEMENT REVENUE	0.00	0.00	5,225.43	20,729.81	(20,729.81)	100.00
TOTAL REVENUES		0.00	0.00	5,225.43	20,730.42	(20,730.42)	100.00
Fund 284 - OPIOID SETTLEMENT FUND:							
TOTAL REVENUES		0.00	0.00	5,225.43	20,730.42	(20,730.42)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	5,225.43	20,730.42	(20,730.42)	100.00

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 287 - ARPA - AMERICAN RESCUE PLAN ACT							
Revenues							
287-000-528.000	OTHER FEDERAL GRANTS	755,760.00	0.00	4,500.00	158,100.00	(158,100.00)	100.00
287-000-665.000	INTEREST INCOME	100.00	10,000.00	7,051.43	29,442.91	(19,442.91)	294.43
TOTAL REVENUES		755,860.00	10,000.00	11,551.43	187,542.91	(177,542.91)	1,875.43
Expenditures							
966	TRANSFERS OUT	0.00	1,241,600.00	4,500.00	158,100.00	1,083,500.00	12.73
TOTAL EXPENDITURES		0.00	1,241,600.00	4,500.00	158,100.00	1,083,500.00	12.73
Fund 287 - ARPA - AMERICAN RESCUE PLAN ACT:							
TOTAL REVENUES		755,860.00	10,000.00	11,551.43	187,542.91	(177,542.91)	1,875.43
TOTAL EXPENDITURES		0.00	1,241,600.00	4,500.00	158,100.00	1,083,500.00	12.73
NET OF REVENUES & EXPENDITURES		755,860.00	(1,231,600.00)	7,051.43	29,442.91	(1,261,042.91)	2.39

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 297 - HISTORICAL FUND							
Revenues							
297-000-643.000	SALES	2,000.00	2,000.00	284.00	2,429.00	(429.00)	121.45
297-000-665.000	INTEREST INCOME	25.00	25.00	194.12	826.08	(801.08)	3,304.32
297-000-665.100	ENDOWMENT SPENDABLE FUNDS	0.00	0.00	0.00	1,009.00	(1,009.00)	100.00
297-000-667.100	RENTAL INCOME	16,800.00	16,800.00	1,400.00	10,920.00	5,880.00	65.00
297-000-674.100	PRIVATE DONATIONS	11,000.00	11,000.00	0.00	13,590.00	(2,590.00)	123.55
297-000-674.200	DONATIONS	0.00	0.00	0.00	1,000.00	(1,000.00)	100.00
297-000-675.000	MISCELLANEOUS	0.00	0.00	0.00	50.00	(50.00)	100.00
297-000-699.101	GENERAL FUND TRANSFER	10,000.00	10,000.00	0.00	2,500.00	7,500.00	25.00
TOTAL REVENUES		39,825.00	39,825.00	1,878.12	32,324.08	7,500.92	81.17
Expenditures							
797	HISTORICAL COMMISSION	20,842.00	24,981.00	870.23	13,630.64	11,350.36	54.56
798	CASTLE	15,780.00	16,100.00	1,339.64	10,662.10	5,437.90	66.22
799	GOULD HOUSE	13,250.00	13,250.00	875.60	9,629.74	3,620.26	72.68
800	COMSTOCK/WOODARD	500.00	500.00	0.00	268.83	231.17	53.77
TOTAL EXPENDITURES		50,372.00	54,831.00	3,085.47	34,191.31	20,639.69	62.36
Fund 297 - HISTORICAL FUND:							
TOTAL REVENUES		39,825.00	39,825.00	1,878.12	32,324.08	7,500.92	81.17
TOTAL EXPENDITURES		50,372.00	54,831.00	3,085.47	34,191.31	20,639.69	62.36
NET OF REVENUES & EXPENDITURES		(10,547.00)	(15,006.00)	(1,207.35)	(1,867.23)	(13,138.77)	12.44

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 298 - HISTORICAL SITES FUND							
Revenues							
298-000-665.000	INTEREST INCOME	0.00	0.00	0.00	(0.15)	0.15	100.00
TOTAL REVENUES		0.00	0.00	0.00	(0.15)	0.15	100.00
Fund 298 - HISTORICAL SITES FUND:							
TOTAL REVENUES		0.00	0.00	0.00	(0.15)	0.15	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	(0.15)	0.15	100.00

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 301 - GENERAL DEBT SERVICE (VOTED BONDS)							
Revenues							
301-000-402.000	GENERAL PROPERTY TAX	791,967.00	795,047.00	12,453.62	760,373.06	34,673.94	95.64
301-000-573.000	LOCAL COMMUNITY STABILIZATION S	0.00	0.00	0.00	17,258.17	(17,258.17)	100.00
301-000-665.000	INTEREST INCOME	0.00	1,000.00	2,771.10	13,133.82	(12,133.82)	1,313.38
TOTAL REVENUES		791,967.00	796,047.00	15,224.72	790,765.05	5,281.95	99.34
Expenditures							
905	DEBT SERVICE	791,950.00	791,950.00	0.00	155,725.00	636,225.00	19.66
TOTAL EXPENDITURES		791,950.00	791,950.00	0.00	155,725.00	636,225.00	19.66
Fund 301 - GENERAL DEBT SERVICE (VOTED BONDS):							
TOTAL REVENUES		791,967.00	796,047.00	15,224.72	790,765.05	5,281.95	99.34
TOTAL EXPENDITURES		791,950.00	791,950.00	0.00	155,725.00	636,225.00	19.66
NET OF REVENUES & EXPENDITURES		17.00	4,097.00	15,224.72	635,040.05	(630,943.05)	5,500.12

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/23 INCR (DECR)	YTD BALANCE 03/31/2023 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 401 - CAPITAL PROJECT FUND							
Revenues							
401-000-665.000	INTEREST INCOME	0.00	0.00	341.99	1,446.30	(1,446.30)	100.00
401-000-699.101	TRANFERS IN - GENERAL FUND	0.00	240,641.00	0.00	0.00	240,641.00	0.00
TOTAL REVENUES		0.00	240,641.00	341.99	1,446.30	239,194.70	0.60
Expenditures							
000	REVENUE	0.00	347,121.00	7,153.50	265,001.30	82,119.70	76.34
TOTAL EXPENDITURES		0.00	347,121.00	7,153.50	265,001.30	82,119.70	76.34
Fund 401 - CAPITAL PROJECT FUND:							
TOTAL REVENUES		0.00	240,641.00	341.99	1,446.30	239,194.70	0.60
TOTAL EXPENDITURES		0.00	347,121.00	7,153.50	265,001.30	82,119.70	76.34
NET OF REVENUES & EXPENDITURES		0.00	(106,480.00)	(6,811.51)	(263,555.00)	157,075.00	247.52

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

		2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	ACTIVITY FOR MONTH 03/31/23 INCR (DECR)	YTD BALANCE 03/31/2023 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
GL NUMBER	DESCRIPTION						
Fund 469 - CAPITAL PROJECTS-BUILDING AUTHORITY							
Revenues							
469-000-665.000	INTEREST INCOME	0.00	0.00	57.17	779.41	(779.41)	100.00
469-000-692.100	APPROPRIATION OF FUND BALANCE	29,500.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		29,500.00	0.00	57.17	779.41	(779.41)	100.00
Expenditures							
901	CAPITAL OUTLAY	29,500.00	25,100.00	5,901.45	25,472.75	(372.75)	101.49
TOTAL EXPENDITURES		29,500.00	25,100.00	5,901.45	25,472.75	(372.75)	101.49
Fund 469 - CAPITAL PROJECTS-BUILDING AUTHORITY:							
TOTAL REVENUES		29,500.00	0.00	57.17	779.41	(779.41)	100.00
TOTAL EXPENDITURES		29,500.00	25,100.00	5,901.45	25,472.75	(372.75)	101.49
NET OF REVENUES & EXPENDITURES		0.00	(25,100.00)	(5,844.28)	(24,693.34)	(406.66)	98.38

REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO  
PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 494 - CAPITAL PROJECTS FUND-DOWNTOWN							
Revenues							
494-000-665.000	INTEREST INCOME	0.00	0.00	0.00	508.22	(508.22)	100.00
TOTAL REVENUES		0.00	0.00	0.00	508.22	(508.22)	100.00
Fund 494 - CAPITAL PROJECTS FUND-DOWNTOWN:							
TOTAL REVENUES		0.00	0.00	0.00	508.22	(508.22)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	508.22	(508.22)	100.00



PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 588 - TRANSPORTATION FUND							
Revenues							
588-000-402.000	GENERAL PROPERTY TAX	41,528.00	44,541.00	687.46	39,997.27	4,543.73	89.80
588-000-573.000	LOCAL COMMUNITY STABILIZATION S	0.00	0.00	0.00	874.92	(874.92)	100.00
588-000-665.000	INTEREST INCOME	0.00	1,000.00	282.78	1,543.86	(543.86)	154.39
588-000-692.100	APPROPRIATION OF FUND BALANCE	35,627.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		77,155.00	45,541.00	970.24	42,416.05	3,124.95	93.14
Expenditures							
200	GEN SERVICES	77,155.00	62,864.00	0.00	62,863.86	0.14	100.00
TOTAL EXPENDITURES		77,155.00	62,864.00	0.00	62,863.86	0.14	100.00
Fund 588 - TRANSPORTATION FUND:							
TOTAL REVENUES		77,155.00	45,541.00	970.24	42,416.05	3,124.95	93.14
TOTAL EXPENDITURES		77,155.00	62,864.00	0.00	62,863.86	0.14	100.00
NET OF REVENUES & EXPENDITURES		0.00	(17,323.00)	970.24	(20,447.81)	3,124.81	118.04

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 590 - SEWER FUND							
Revenues							
590-000-491.000	PERMITS	0.00	270.00	60.00	570.00	(300.00)	211.11
590-000-643.100	METERED SALES	2,743,024.00	2,743,024.00	647,779.56	2,016,000.19	727,023.81	73.50
590-000-644.000	PENALTIES - LATE CHARGES	27,430.00	27,430.00	3.87	32,307.76	(4,877.76)	117.78
590-000-665.000	INTEREST INCOME	1,000.00	5,000.00	7,588.90	30,611.85	(25,611.85)	612.24
590-000-675.000	MISCELLANEOUS	0.00	1,050.00	400.00	3,710.00	(2,660.00)	353.33
TOTAL REVENUES		2,771,454.00	2,776,774.00	655,832.33	2,083,199.80	693,574.20	75.02
Expenditures							
200	GEN SERVICES	2,090,402.00	2,098,823.00	148,585.62	1,568,659.06	530,163.94	74.74
549	SEWER OPERATIONS	171,072.00	223,874.00	8,821.32	70,025.54	153,848.46	31.28
901	CAPITAL OUTLAY	485,000.00	485,000.00	196.00	(61,492.55)	546,492.55	(12.68)
905	DEBT SERVICE	131,228.00	131,228.00	64,151.47	133,809.18	(2,581.18)	101.97
TOTAL EXPENDITURES		2,877,702.00	2,938,925.00	221,754.41	1,711,001.23	1,227,923.77	58.22
Fund 590 - SEWER FUND:							
TOTAL REVENUES		2,771,454.00	2,776,774.00	655,832.33	2,083,199.80	693,574.20	75.02
TOTAL EXPENDITURES		2,877,702.00	2,938,925.00	221,754.41	1,711,001.23	1,227,923.77	58.22
NET OF REVENUES & EXPENDITURES		(106,248.00)	(162,151.00)	434,077.92	372,198.57	(534,349.57)	229.54

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
 MONTHLY REVENUE AND EXPENDITURE REPORT

		2022-23		ACTIVITY FOR	YTD BALANCE	AVAILABLE	
GL NUMBER	DESCRIPTION	ORIGINAL BUDGET	2022-23 AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	% BDGT USED
Fund 591 - WATER FUND							
Revenues							
591-000-491.000	PERMITS	0.00	270.00	30.00	720.00	(450.00)	266.67
591-000-493.000	PERMITS-OWOSSO TOWNSHIP	0.00	44,080.00	4,110.00	58,210.00	(14,130.00)	132.06
591-000-538.000	CAPITAL CONTRIBUTION-FEDERAL	1,910,000.00	2,191,500.00	850,265.00	1,681,865.00	509,635.00	76.74
591-000-540.000	STATE SOURCES	345,016.00	345,016.00	3,404.37	13,458.46	331,557.54	3.90
591-000-605.100	WATER MAIN REPLACEMENT CHARGE	749,304.00	749,304.00	189,937.70	572,175.70	177,128.30	76.36
591-000-605.350	MATERIAL & SERVICE	0.00	30,594.00	6,258.24	56,587.28	(25,993.28)	184.96
591-000-643.100	METERED SALES	3,517,836.00	3,517,836.00	850,530.93	2,811,892.30	705,943.70	79.93
591-000-643.200	METERED SALES-WHOLESALE-USAGE	314,831.00	314,831.00	23,454.78	280,165.71	34,665.29	88.99
591-000-644.000	PENALTIES - LATE CHARGES	43,000.00	43,000.00	1.86	49,891.92	(6,891.92)	116.03
591-000-665.000	INTEREST INCOME	1,000.00	5,000.00	11,102.26	52,847.39	(47,847.39)	1,056.95
591-000-667.100	RENTAL INCOME	0.00	1,440.00	120.00	960.00	480.00	66.67
591-000-667.300	HYDRANT RENTAL	24,000.00	24,000.00	0.00	3,135.00	20,865.00	13.06
591-000-670.000	LOAN PRINCIPAL	0.00	0.00	5,252.46	5,252.46	(5,252.46)	100.00
591-000-670.100	LOAN INTEREST	0.00	0.00	5.67	5.67	(5.67)	100.00
591-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	198.00	(198.00)	100.00
591-000-675.000	MISCELLANEOUS	1,440.00	1,600.00	0.00	61,022.10	(59,422.10)	3,813.88
591-000-675.200	MISCELLANEOUS WATER CHARGES	0.00	400.00	10.00	1,140.00	(740.00)	285.00
591-000-699.287	ARPA TRANSFER IN	0.00	1,081,600.00	0.00	0.00	1,081,600.00	0.00
TOTAL REVENUES		6,906,427.00	8,350,471.00	1,944,483.27	5,649,526.99	2,700,944.01	67.66
Expenditures							
200	GEN SERVICES	891,525.00	1,593,321.00	105,691.96	1,334,879.55	258,441.45	83.78
552	WATER UNDERGROUND	2,677,040.00	2,743,740.00	83,126.68	1,549,702.71	1,194,037.29	56.48
553	WATER FILTRATION	1,546,975.00	1,828,434.00	403,698.08	909,117.39	919,316.61	49.72
901	CAPITAL OUTLAY	1,468,545.00	2,129,247.00	9,223.64	697,710.47	1,431,536.53	32.77
905	DEBT SERVICE	909,816.00	909,816.00	57,874.85	733,995.79	175,820.21	80.68
TOTAL EXPENDITURES		7,493,901.00	9,204,558.00	659,615.21	5,225,405.91	3,979,152.09	56.77
Fund 591 - WATER FUND:							
TOTAL REVENUES		6,906,427.00	8,350,471.00	1,944,483.27	5,649,526.99	2,700,944.01	67.66
TOTAL EXPENDITURES		7,493,901.00	9,204,558.00	659,615.21	5,225,405.91	3,979,152.09	56.77
NET OF REVENUES & EXPENDITURES		(587,474.00)	(854,087.00)	1,284,868.06	424,121.08	(1,278,208.08)	49.66

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 599 - WASTEWATER FUND							
Revenues							
599-000-540.000	STATE SOURCES	4,882,626.00	4,387,064.00	405,184.00	1,188,250.00	3,198,814.00	27.09
599-000-602.100	OP & MAINT CHRG - OWOSSO	1,312,875.00	1,312,875.00	104,314.98	949,070.88	363,804.12	72.29
599-000-602.200	OP & MAINT CHRG - OWOSSO TWP	245,757.00	245,757.00	24,474.95	204,834.20	40,922.80	83.35
599-000-602.300	OP & MAINT CHRG - CALEDONIA TWS	117,994.00	117,994.00	9,451.63	84,223.50	33,770.50	71.38
599-000-602.400	OP & MAINT CHRG - CORUNNA	238,861.00	238,861.00	21,382.45	199,735.45	39,125.55	83.62
599-000-603.100	REPLACEMENT CHRG - OWOSSO	131,884.00	131,884.00	16,026.45	145,140.97	(13,256.97)	110.05
599-000-603.200	REPLACEMENT CHRG - OWOSSO TWP	24,687.00	24,687.00	4,709.03	40,830.22	(16,143.22)	165.39
599-000-603.300	REPLACEMENT CHRG - CALEDONIA TWP	11,853.00	11,853.00	2,655.58	23,815.76	(11,962.76)	200.93
599-000-603.400	REPLACEMENT CHRG - CORUNNA	23,995.00	23,995.00	3,110.93	28,731.06	(4,736.06)	119.74
599-000-606.100	DEBT SERVICE CHRG - OWOSSO	185,891.00	185,891.00	15,490.84	139,417.56	46,473.44	75.00
599-000-606.200	DEBT SERVICE CHRG - OWOSSO TWP	75,408.00	75,408.00	6,284.02	56,556.18	18,851.82	75.00
599-000-606.300	DEBT SERVICE CHRG - CALEDONIA TWP	57,170.00	57,170.00	4,764.16	42,877.44	14,292.56	75.00
599-000-606.400	DEBT SERVICE CHRG - CORUNNA	32,268.00	32,268.00	2,688.98	24,200.82	8,067.18	75.00
599-000-665.000	INTEREST INCOME	1,000.00	5,000.00	7,365.37	25,990.59	(20,990.59)	519.81
599-000-675.000	MISCELLANEOUS	0.00	5,000.00	488.54	7,283.30	(2,283.30)	145.67
TOTAL REVENUES		7,342,269.00	6,855,707.00	628,391.91	3,160,957.93	3,694,749.07	46.11
Expenditures							
200	GEN SERVICES	6,350.00	29,643.00	2,498.22	21,939.79	7,703.21	74.01
548	WASTEWATER OPERATIONS	1,915,488.00	2,088,246.00	144,965.05	1,142,743.37	945,502.63	54.72
901	CAPITAL OUTLAY	5,012,126.00	5,007,434.00	160,678.13	1,600,798.18	3,406,635.82	31.97
905	DEBT SERVICE	350,737.00	350,737.00	27,966.75	140,293.00	210,444.00	40.00
TOTAL EXPENDITURES		7,284,701.00	7,476,060.00	336,108.15	2,905,774.34	4,570,285.66	38.87
Fund 599 - WASTEWATER FUND:							
TOTAL REVENUES		7,342,269.00	6,855,707.00	628,391.91	3,160,957.93	3,694,749.07	46.11
TOTAL EXPENDITURES		7,284,701.00	7,476,060.00	336,108.15	2,905,774.34	4,570,285.66	38.87
NET OF REVENUES & EXPENDITURES		57,568.00	(620,353.00)	292,283.76	255,183.59	(875,536.59)	41.14

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 661 - FLEET MAINTENANCE FUND							
Revenues							
661-000-665.000	INTEREST INCOME	100.00	5,000.00	7,226.53	37,415.37	(32,415.37)	748.31
661-000-667.200	EQUIPMENT RENTAL	646,427.00	646,427.00	104,707.46	783,203.79	(136,776.79)	121.16
661-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	(11,458.05)	11,458.05	100.00
TOTAL REVENUES		646,527.00	651,427.00	111,933.99	809,161.11	(157,734.11)	124.21
Expenditures							
594	FLEET MAINTENANCE	331,468.00	357,401.00	26,917.03	832,098.06	(474,697.06)	232.82
901	CAPITAL OUTLAY	390,200.00	390,200.00	0.00	(181,295.68)	571,495.68	(46.46)
TOTAL EXPENDITURES		721,668.00	747,601.00	26,917.03	650,802.38	96,798.62	87.05
Fund 661 - FLEET MAINTENANCE FUND:							
TOTAL REVENUES		646,527.00	651,427.00	111,933.99	809,161.11	(157,734.11)	124.21
TOTAL EXPENDITURES		721,668.00	747,601.00	26,917.03	650,802.38	96,798.62	87.05
NET OF REVENUES & EXPENDITURES		(75,141.00)	(96,174.00)	85,016.96	158,358.73	(254,532.73)	164.66

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REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO

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PERIOD ENDING 03/31/2023

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\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO

MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 854 - 2009 SPECIAL ASSESSMENT							
Revenues							
854-000-665.000	INTEREST INCOME	0.00	300.00	180.23	1,211.63	(911.63)	403.88
854-000-675.000	MISCELLANEOUS	0.00	0.00	0.00	37,134.30	(37,134.30)	100.00
854-200-675.000	MISCELLANEOUS	0.00	0.00	(13.42)	(555.68)	555.68	100.00
TOTAL REVENUES		0.00	300.00	166.81	37,790.25	(37,490.25)	2,596.75
Fund 854 - 2009 SPECIAL ASSESSMENT:							
TOTAL REVENUES		0.00	300.00	166.81	37,790.25	(37,490.25)	2,596.75
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	300.00	166.81	37,790.25	(37,490.25)	2,596.75

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO								
MONTHLY REVENUE AND EXPENDITURE REPORT								
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR		YTD BALANCE	AVAILABLE	
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23		03/31/2023	BALANCE	
		BUDGET		INCR	(DECR)	NORM (ABNORM)	NORM (ABNORM)	% BDGT USED
Fund 858 - 2013 SPECIAL ASSESSMENT								
Revenues								
858-000-445.000	INTEREST & PENALTIES ON TAXES	181.00	181.00	0.00		0.00	181.00	0.00
858-000-451.000	SPECIAL ASSESSMENTS	1,009.00	1,009.00	0.00		959.22	49.78	95.07
TOTAL REVENUES		1,190.00	1,190.00	0.00		959.22	230.78	80.61
Fund 858 - 2013 SPECIAL ASSESSMENT:								
TOTAL REVENUES		1,190.00	1,190.00	0.00		959.22	230.78	80.61
TOTAL EXPENDITURES		0.00	0.00	0.00		0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		1,190.00	1,190.00	0.00		959.22	230.78	80.61

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 864 - 2016 SPECIAL ASSESSMENT							
Revenues							
864-000-445.000	INTEREST & PENALTIES ON TAXES	1,527.00	1,527.00	0.00	0.00	1,527.00	0.00
864-000-451.000	SPECIAL ASSESSMENTS	2,828.00	2,828.00	0.00	4,196.49	(1,368.49)	148.39
864-000-665.000	INTEREST INCOME	0.00	0.00	19.74	19.74	(19.74)	100.00
TOTAL REVENUES		4,355.00	4,355.00	19.74	4,216.23	138.77	96.81
Fund 864 - 2016 SPECIAL ASSESSMENT:							
TOTAL REVENUES		4,355.00	4,355.00	19.74	4,216.23	138.77	96.81
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		4,355.00	4,355.00	19.74	4,216.23	138.77	96.81



\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 865 - 2017 SPECIAL ASSESSMENTS							
Revenues							
865-000-445.000	INTEREST & PENALTIES ON TAXES	7,227.00	7,227.00	0.00	228.86	6,998.14	3.17
865-000-451.000	SPECIAL ASSESSMENTS	12,219.00	12,219.00	3,498.52	12,940.29	(721.29)	105.90
TOTAL REVENUES		19,446.00	19,446.00	3,498.52	13,169.15	6,276.85	67.72
Fund 865 - 2017 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		19,446.00	19,446.00	3,498.52	13,169.15	6,276.85	67.72
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		19,446.00	19,446.00	3,498.52	13,169.15	6,276.85	67.72

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

		CITY OF OWOSSO						
		MONTHLY REVENUE AND EXPENDITURE REPORT						
		2022-23		ACTIVITY FOR	YTD BALANCE	AVAILABLE		
		ORIGINAL	2022-23	MONTH 03/31/23	03/31/2023	BALANCE	%	BDGT
GL NUMBER	DESCRIPTION	BUDGET	AMENDED BUDGET	INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)		USED
Fund 866 - 2018 SPECIAL ASSESSMENTS								
Revenues								
866-000-445.000	INTEREST & PENALTIES ON TAXES	15,188.00	15,188.00	28.63	1,948.18	13,239.82	12.83	
866-000-451.000	SPECIAL ASSESSMENTS	42,190.00	42,190.00	37,990.59	70,560.95	(28,370.95)	167.25	
TOTAL REVENUES		57,378.00	57,378.00	38,019.22	72,509.13	(15,131.13)	126.37	
Fund 866 - 2018 SPECIAL ASSESSMENTS:								
TOTAL REVENUES		57,378.00	57,378.00	38,019.22	72,509.13	(15,131.13)	126.37	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		57,378.00	57,378.00	38,019.22	72,509.13	(15,131.13)	126.37	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF OWOSSO

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\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO							
MONTHLY REVENUE AND EXPENDITURE REPORT							
GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL	AMENDED BUDGET	MONTH 03/31/23	03/31/2023	BALANCE	
		BUDGET		INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED
Fund 867 - 2019 SPECIAL ASSESSMENTS							
Revenues							
867-000-445.000	INTEREST & PENALTIES ON TAXES	6,904.00	6,904.00	0.00	651.40	6,252.60	9.44
867-000-451.000	SPECIAL ASSESSMENTS	16,439.00	16,439.00	5,194.52	25,896.58	(9,457.58)	157.53
TOTAL REVENUES		23,343.00	23,343.00	5,194.52	26,547.98	(3,204.98)	113.73
Fund 867 - 2019 SPECIAL ASSESSMENTS:							
TOTAL REVENUES		23,343.00	23,343.00	5,194.52	26,547.98	(3,204.98)	113.73
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		23,343.00	23,343.00	5,194.52	26,547.98	(3,204.98)	113.73

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO								
MONTHLY REVENUE AND EXPENDITURE REPORT								
		2022-23		ACTIVITY FOR	YTD BALANCE	AVAILABLE		
GL NUMBER	DESCRIPTION	ORIGINAL	2022-23	MONTH 03/31/23	03/31/2023	BALANCE	% BDGT	
		BUDGET	AMENDED BUDGET	INCR (DECR)	NORM (ABNORM)	NORM (ABNORM)	USED	
Fund 868 - 2020 SPECIAL ASSESSMENTS								
Revenues								
868-000-445.000	INTEREST & PENALTIES ON TAXES	7,795.00	7,795.00	0.00	1,566.63	6,228.37	20.10	
868-000-451.000	SPECIAL ASSESSMENTS	16,240.00	16,240.00	1,951.01	26,719.55	(10,479.55)	164.53	
TOTAL REVENUES		24,035.00	24,035.00	1,951.01	28,286.18	(4,251.18)	117.69	
Fund 868 - 2020 SPECIAL ASSESSMENTS:								
TOTAL REVENUES		24,035.00	24,035.00	1,951.01	28,286.18	(4,251.18)	117.69	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		24,035.00	24,035.00	1,951.01	28,286.18	(4,251.18)	117.69	

PERIOD ENDING 03/31/2023

\*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

CITY OF OWOSSO  
MONTHLY REVENUE AND EXPENDITURE REPORT

GL NUMBER	DESCRIPTION	2022-23	2022-23	ACTIVITY FOR	YTD BALANCE	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	MONTH 03/31/23 INCR (DECR)	03/31/2023 NORM (ABNORM)	BALANCE NORM (ABNORM)	
Fund 869 - 2021-20XX SPECIAL ASSESSMENTS							
Revenues							
869-000-445.000	INTEREST & PENALTIES ON TAXES	7,111.00	7,111.00	3.38	1,259.73	5,851.27	17.72
869-000-451.000	SPECIAL ASSESSMENTS	13,169.00	16,831.00	7,755.56	33,136.78	(16,305.78)	196.88
TOTAL REVENUES		20,280.00	23,942.00	7,758.94	34,396.51	(10,454.51)	143.67
Fund 869 - 2021-20XX SPECIAL ASSESSMENTS:							
TOTAL REVENUES		20,280.00	23,942.00	7,758.94	34,396.51	(10,454.51)	143.67
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		20,280.00	23,942.00	7,758.94	34,396.51	(10,454.51)	143.67
TOTAL REVENUES - ALL FUNDS		32,053,279.00	33,382,569.00	4,829,240.37	23,265,700.66	10,116,868.34	69.69
TOTAL EXPENDITURES - ALL FUNDS		31,583,566.00	36,260,529.00	2,313,033.37	20,252,671.38	16,007,857.62	55.81
NET OF REVENUES & EXPENDITURES		469,713.00	(2,877,960.00)	2,516,207.00	3,013,029.28	(5,890,989.28)	105.24

FROM 03/01/2023 TO 03/31/2023

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2023	Total Debits	Total Credits	Ending Balance 03/31/2023
Fund 101	GENERAL FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	690,265.31	569,482.21	1,173,200.05	86,547.47
001.201	MI CLASS ACCOUNT	66.68	0.27	0.00	66.95
001.204	HUNTINGTON LIQUIDITY PORTAL	426,242.66	346,652.56	0.00	772,895.22
001.300	FRANKENMUTH CREDIT UNION ACCOUNTS	2,122,159.97	4,924.50	0.00	2,127,084.47
001.306	DORT FEDERAL CREDIT UNION ACCOUNTS	3,033,119.03	16,128.38	0.00	3,049,247.41
002.203	AMBULANCE PAYMENT BANK ACCOUNT	35,263.30	88,362.86	40,000.00	83,626.16
004.000	PETTY CASH	1,925.00	0.00	0.00	1,925.00
005.400	ICMA FORFEITURE FUNDS - RESTRICTED	4,854.83	5.84	4,860.67	0.00
	GENERAL FUND	6,313,896.78	1,025,556.62	1,218,060.72	6,121,392.68
Fund 202	MAJOR STREET FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	378,961.63	131,677.57	51,111.31	459,527.89
001.201	MI CLASS ACCOUNT	1,070,577.80	5,128.98	0.00	1,075,706.78
001.204	HUNTINGTON LIQUIDITY PORTAL	402,711.15	1,545.31	0.00	404,256.46
001.300	FRANKENMUTH CREDIT UNION ACCOUNTS	505,351.22	1,172.69	0.00	506,523.91
	MAJOR STREET FUND	2,357,601.80	139,524.55	51,111.31	2,446,015.04
Fund 203	LOCAL STREET FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	443,263.54	42,803.23	65,810.14	420,256.63
001.201	MI CLASS ACCOUNT	16,500.53	78.96	0.00	16,579.49
001.204	HUNTINGTON LIQUIDITY PORTAL	352,410.21	1,352.34	0.00	353,762.55
001.300	FRANKENMUTH CREDIT UNION ACCOUNTS	505,351.22	1,172.69	0.00	506,523.91
	LOCAL STREET FUND	1,317,525.50	45,407.22	65,810.14	1,297,122.58
Fund 208	PARK/RECREATION SITES FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	3,331.50	0.00	0.00	3,331.50
001.204	HUNTINGTON LIQUIDITY PORTAL	30,374.64	116.47	0.00	30,491.11
	PARK/RECREATION SITES FUND	33,706.14	116.47	0.00	33,822.61
Fund 239	OMS/DDA REVLG LOAN FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	72,732.47	33,294.49	50,000.00	56,026.96
001.204	HUNTINGTON LIQUIDITY PORTAL	60,749.06	50,424.96	0.00	111,174.02
001.300	FRANKENMUTH CREDIT UNION ACCOUNTS	202,140.35	469.03	0.00	202,609.38
001.306	DORT FEDERAL CREDIT UNION ACCOUNTS	202,256.71	1,075.48	0.00	203,332.19
	OMS/DDA REVLG LOAN FUND	537,878.59	85,263.96	50,000.00	573,142.55
Fund 243	OBRA #12 WOODWARD LOFT				
001.200	POOLED CASH (HUNTINGTON BANK)	2,927.00	126,957.43	0.00	129,884.43
001.201	MI CLASS ACCOUNT	123,850.71	0.00	0.00	123,850.71
	OBRA #12 WOODWARD LOFT	126,777.71	126,957.43	0.00	253,735.14
Fund 248	DOWNTOWN DEVELOPMENT AUTHORITY				
001.200	POOLED CASH (HUNTINGTON BANK)	33,020.22	217,913.76	56,266.59	194,667.39
001.201	MI CLASS ACCOUNT	25,335.57	121.26	0.00	25,456.83
001.203	MAIN STREET OWOSSO / DDA CHECKING	947.30	142.39	0.00	1,089.69
001.204	HUNTINGTON LIQUIDITY PORTAL	10,046.49	20,115.33	0.00	30,161.82
	DOWNTOWN DEVELOPMENT AUTHORITY	69,349.58	238,292.74	56,266.59	251,375.73
Fund 249	BUILDING INSPECTION FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	91,972.49	15,785.60	72,718.87	35,039.22
001.204	HUNTINGTON LIQUIDITY PORTAL	100,464.60	50,577.40	0.00	151,042.00
	BUILDING INSPECTION FUND	192,437.09	66,363.00	72,718.87	186,081.22

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CASH SUMMARY BY ACCOUNT FOR CITY OF OWOSSO

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FROM 03/01/2023 TO 03/31/2023

FUND: ALL FUNDS

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2023	Total Debits	Total Credits	Ending Balance 03/31/2023
Fund 254	HOUSING & REDEVELOPMENT				
001.200	POOLED CASH (HUNTINGTON BANK)	0.00	0.00	56.15	(56.15)
Fund 259	OBRA-DIST#15 -ARMORY BUILDING				
001.200	POOLED CASH (HUNTINGTON BANK)	0.45	44,709.37	38,916.37	5,793.45
Fund 272	OBRA FUND-DISTRICT #17 CARGILL (PREV #8)				
001.200	POOLED CASH (HUNTINGTON BANK)	68.91	188,330.67	167,998.20	20,401.38
Fund 273	OBRA #9 ROBBINS LOFT				
001.200	POOLED CASH (HUNTINGTON BANK)	569.27	3,667.44	0.00	4,236.71
001.201	MI CLASS ACCOUNT	48,728.12	0.00	0.00	48,728.12
	OBRA #9 ROBBINS LOFT	49,297.39	3,667.44	0.00	52,964.83
Fund 276	OBRA FUND DISTRICT #16 - QDOBA				
001.200	POOLED CASH (HUNTINGTON BANK)	26,298.94	38,479.26	56,342.00	8,436.20
Fund 277	OBRA FUND DISTRICT #20 - J&H OIL				
001.200	POOLED CASH (HUNTINGTON BANK)	0.00	51,180.09	0.00	51,180.09
Fund 280	OBRA FUND-DISTRICT #21 - 152 E HOWARD ST				
001.200	POOLED CASH (HUNTINGTON BANK)	995.00	0.00	0.00	995.00
Fund 283	OBRA FUND-DISTRICT#3-TIAL				
001.200	POOLED CASH (HUNTINGTON BANK)	3,870.61	28,400.41	22,407.00	9,864.02
Fund 284	OPIOID SETTLEMENT FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	15,504.99	5,225.43	0.00	20,730.42
Fund 287	ARPA - AMERICAN RESCUE PLAN ACT				
001.200	POOLED CASH (HUNTINGTON BANK)	992.71	0.00	4,500.00	(3,507.29)
001.201	MI CLASS ACCOUNT	625,494.58	2,996.73	0.00	628,491.31
001.306	DORT FEDERAL CREDIT UNION ACCOUNTS	762,519.84	4,054.70	0.00	766,574.54
	ARPA - AMERICAN RESCUE PLAN ACT	1,389,007.13	7,051.43	4,500.00	1,391,558.56
Fund 297	HISTORICAL FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	4,837.29	1,400.00	3,050.57	3,186.72
001.202	HC CHECKING ACCOUNT	829.85	284.00	34.90	1,078.95
001.204	HUNTINGTON LIQUIDITY PORTAL	50,595.85	194.12	0.00	50,789.97
004.000	PETTY CASH	100.00	0.00	0.00	100.00
	HISTORICAL FUND	56,362.99	1,878.12	3,085.47	55,155.64
Fund 301	GENERAL DEBT SERVICE (VOTED BONDS)				
001.200	POOLED CASH (HUNTINGTON BANK)	30,384.48	12,453.62	30,000.00	12,838.10
001.201	MI CLASS ACCOUNT	230,006.69	1,101.89	0.00	231,108.58
001.204	HUNTINGTON LIQUIDITY PORTAL	404,994.47	31,669.21	0.00	436,663.68
	GENERAL DEBT SERVICE (VOTED BONDS)	665,385.64	45,224.72	30,000.00	680,610.36
Fund 401	CAPITAL PROJECT FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	(228,576.54)	0.00	7,450.10	(236,026.64)
001.204	HUNTINGTON LIQUIDITY PORTAL	89,104.31	341.99	0.00	89,446.30
	CAPITAL PROJECT FUND	(139,472.23)	341.99	7,450.10	(146,580.34)
Fund 469	CAPITAL PROJECTS-BUILDING AUTHORITY				
001.200	POOLED CASH (HUNTINGTON BANK)	(19,463.08)	25,300.00	5,901.45	(64.53)
001.201	MI CLASS ACCOUNT	37,222.24	57.17	25,300.00	11,979.41
	CAPITAL PROJECTS-BUILDING AUTHORITY	17,759.16	25,357.17	31,201.45	11,914.88

CASH SUMMARY BY ACCOUNT FOR CITY OF OWOSSO  
 FROM 03/01/2023 TO 03/31/2023  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2023	Total Debits	Total Credits	Ending Balance 03/31/2023
Fund 494	CAPITAL PROJECTS FUND-DOWNTOWN				
001.200	POOLED CASH (HUNTINGTON BANK)	295.82	0.00	0.00	295.82
001.201	MI CLASS ACCOUNT	34,008.22	0.00	0.00	34,008.22
	CAPITAL PROJECTS FUND-DOWNTOWN	34,304.04	0.00	0.00	34,304.04
Fund 588	TRANSPORTATION FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	1,611.59	687.46	0.00	2,299.05
001.201	MI CLASS ACCOUNT	59,018.49	282.78	0.00	59,301.27
	TRANSPORTATION FUND	60,630.08	970.24	0.00	61,600.32
Fund 590	SEWER FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	580,041.70	35,108.64	232,055.70	383,094.64
001.201	MI CLASS ACCOUNT	409,112.37	1,959.96	0.00	411,072.33
001.204	HUNTINGTON LIQUIDITY PORTAL	606,315.86	2,326.54	0.00	608,642.40
001.300	FRANKENMUTH CREDIT UNION	251,901.39	584.49	0.00	252,485.88
001.306	DORT FEDERAL CREDIT UNION ACCOUNTS	511,132.68	2,717.91	0.00	513,850.59
004.000	PETTY CASH	200.00	0.00	0.00	200.00
	SEWER FUND	2,358,704.00	42,697.54	232,055.70	2,169,345.84
Fund 591	WATER FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	384,050.63	941,043.95	1,033,792.92	291,301.66
001.201	MI CLASS ACCOUNT	1,738,254.70	8,327.73	0.00	1,746,582.43
001.204	HUNTINGTON LIQUIDITY PORTAL	373,051.95	352,774.53	0.00	725,826.48
	WATER FUND	2,495,357.28	1,302,146.21	1,033,792.92	2,763,710.57
Fund 599	WASTEWATER FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	434,233.56	622,000.08	837,352.47	218,881.17
001.201	MI CLASS ACCOUNT	509,896.39	2,442.71	0.00	512,339.10
001.204	HUNTINGTON LIQUIDITY PORTAL	202,497.07	502,695.74	0.00	705,192.81
001.300	FRANKENMUTH CREDIT UNION ACCOUNTS	251,901.39	584.49	0.00	252,485.88
001.306	DORT FEDERAL CREDIT UNION ACCOUNTS	308,875.67	1,642.43	0.00	310,518.10
	WASTEWATER FUND	1,707,404.08	1,129,365.45	837,352.47	1,999,417.06
Fund 661	FLEET MAINTENANCE FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	434,232.84	104,467.56	26,917.03	511,783.37
001.201	MI CLASS ACCOUNT	613,413.13	2,938.79	0.00	616,351.92
001.204	HUNTINGTON LIQUIDITY PORTAL	506,242.84	1,942.47	0.00	508,185.31
001.300	FRANKENMUTH CREDIT UNION ACCOUNTS	1,010,701.88	2,345.27	0.00	1,013,047.15
	FLEET MAINTENANCE FUND	2,564,590.69	111,694.09	26,917.03	2,649,367.75
Fund 703	CURRENT TAX COLLECTION FUND				
001.200	POOLED CASH (HUNTINGTON BANK)	46,072.13	2,722,673.61	2,764,544.21	4,201.53
001.201	MI CLASS ACCOUNT	1,059,060.00	0.00	1,059,060.00	0.00
001.204	HUNTINGTON LIQUIDITY PORTAL	1,649,360.00	0.00	1,649,360.00	0.00
	CURRENT TAX COLLECTION FUND	2,754,492.13	2,722,673.61	5,472,964.21	4,201.53
Fund 854	2009 SPECIAL ASSESSMENT				
001.200	POOLED CASH (HUNTINGTON BANK)	23.44	0.00	13.42	10.02
001.201	MI CLASS ACCOUNT	37,600.00	180.23	0.00	37,780.23
	2009 SPECIAL ASSESSMENT	37,623.44	180.23	13.42	37,790.25
Fund 858	2013 SPECIAL ASSESSMENT				
001.200	POOLED CASH (HUNTINGTON BANK)	959.22	0.00	0.00	959.22



CASH SUMMARY BY ACCOUNT FOR CITY OF OWOSSO  
 FROM 03/01/2023 TO 03/31/2023  
 FUND: ALL FUNDS  
 CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2023	Total Debits	Total Credits	Ending Balance 03/31/2023
Fund 864	2016 SPECIAL ASSESSMENT				
001.200	POOLED CASH (HUNTINGTON BANK)	96.49	0.00	0.00	96.49
001.201	MI CLASS ACCOUNT	4,100.00	19.74	0.00	4,119.74
	2016 SPECIAL ASSESSMENT	4,196.49	19.74	0.00	4,216.23
Fund 865	2017 SPECIAL ASSESSMENTS				
001.200	POOLED CASH (HUNTINGTON BANK)	70.63	3,498.52	0.00	3,569.15
001.201	MI CLASS ACCOUNT	9,600.00	0.00	0.00	9,600.00
	2017 SPECIAL ASSESSMENTS	9,670.63	3,498.52	0.00	13,169.15
Fund 866	2018 SPECIAL ASSESSMENTS				
001.200	POOLED CASH (HUNTINGTON BANK)	89.91	38,019.22	0.00	38,109.13
001.201	MI CLASS ACCOUNT	34,400.00	0.00	0.00	34,400.00
	2018 SPECIAL ASSESSMENTS	34,489.91	38,019.22	0.00	72,509.13
Fund 867	2019 SPECIAL ASSESSMENTS				
001.200	POOLED CASH (HUNTINGTON BANK)	53.46	5,194.52	0.00	5,247.98
001.201	MI CLASS ACCOUNT	21,300.00	0.00	0.00	21,300.00
	2019 SPECIAL ASSESSMENTS	21,353.46	5,194.52	0.00	26,547.98
Fund 868	2020 SPECIAL ASSESSMENTS				
001.200	POOLED CASH (HUNTINGTON BANK)	35.17	1,951.01	0.00	1,986.18
001.201	MI CLASS ACCOUNT	26,300.00	0.00	0.00	26,300.00
	2020 SPECIAL ASSESSMENTS	26,335.17	1,951.01	0.00	28,286.18
Fund 869	2021-20XX SPECIAL ASSESSMENTS				
001.200	POOLED CASH (HUNTINGTON BANK)	37.57	7,758.94	0.00	7,796.51
001.201	MI CLASS ACCOUNT	26,600.00	0.00	0.00	26,600.00
	2021-20XX SPECIAL ASSESSMENTS	26,637.57	7,758.94	0.00	34,396.51
Fund 956	GASB 34 LONG TERM DEBT				
005.200	MMRMA CASH - RESTRICTED	242,389.53	0.00	0.00	242,389.53
	TOTAL - ALL FUNDS	25,413,389.89	7,533,497.41	9,479,020.12	23,467,867.18

<b>From:</b>	<b>Building Department</b>
<b>To:</b>	<b>Owosso City Council</b>
<b>Report Month:</b>	<b>APRIL 2023</b>

<b>Category</b>	<b>Estimated Cost</b>	<b>Permit Fee</b>	<b>Number of Permits</b>
ACCESSORY STRUCTURES	\$0	\$50	1
Electrical	\$0	\$3,895	19
FENCE PERMIT	\$0	\$425	6
GARAGE, ATTACHED	\$35,000	\$535	1
Mechanical	\$0	\$3,920	21
NEW BUSINESS	\$0	\$75	2
Plumbing	\$0	\$3,220	27
RES. ADD/ALTER/REPAIR	\$79,000	\$1,500	4
RES. MOBILE NEW	\$120,000	\$1,480	4
RES. SINGLE FAMILY NEW BUILD	\$249,000	\$2,840	1
ROOF	\$41,700	\$540	5
ROW-ENG	\$0	\$30	1
ROW-OTHER	\$0	\$30	1
ROW-SIDEWALK OCCUPANCY	\$0	\$0	1
ROW-UTILITY	\$0	\$180	6
SIDING	\$3,500	\$90	1
SIGN PERMIT	\$0	\$50	1
VACANT PROPERTY REGISTRATION	\$0	\$100	1
WINDOWS	\$1,886	\$90	1
<b>Totals</b>	<b>\$530,086</b>	<b>\$19,050</b>	<b>104</b>

**2022 COMPARISON TOTALS**

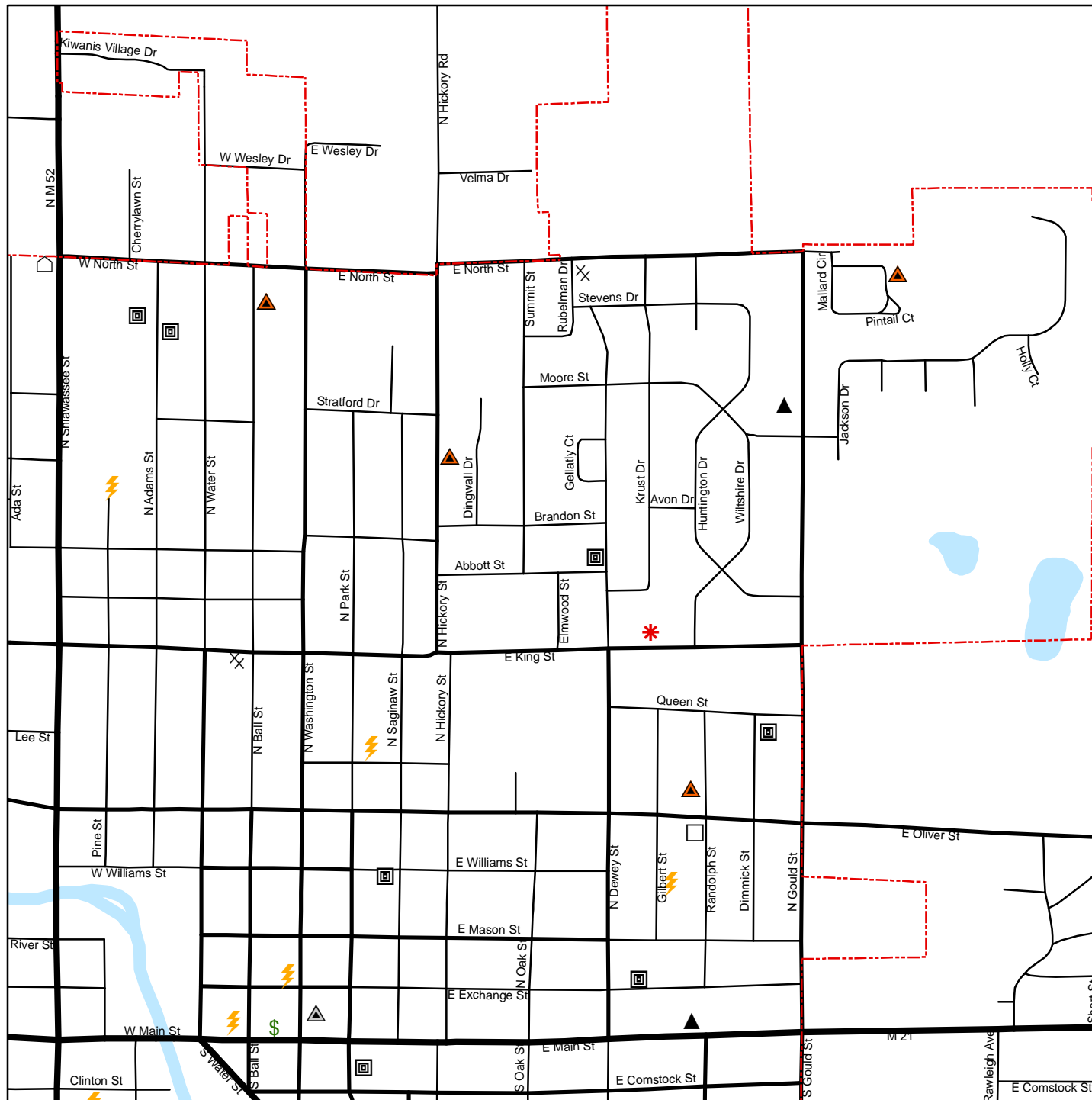
<b>APRIL 2022</b>	<b>\$305,574</b>	<b>\$10,573</b>	<b>71</b>
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# City of Owosso

Permit Activity

April 2023

NE Quadrant



## Category

- ⚡ Electrical
- ✕ Fence
- ▣ Mechanical
- ✳ Multiple Permits
- 💰 New Business
- ▲ Roof
- ▲ ROW-Sidewalk Occupancy
- ▲ ROW-Utility
- Siding
- 🏠 Vacant Property Registration

## Other Features

- City Limit
- Railroads
- 🌊 River & Lakes

0 300 600 900 1,200 Feet

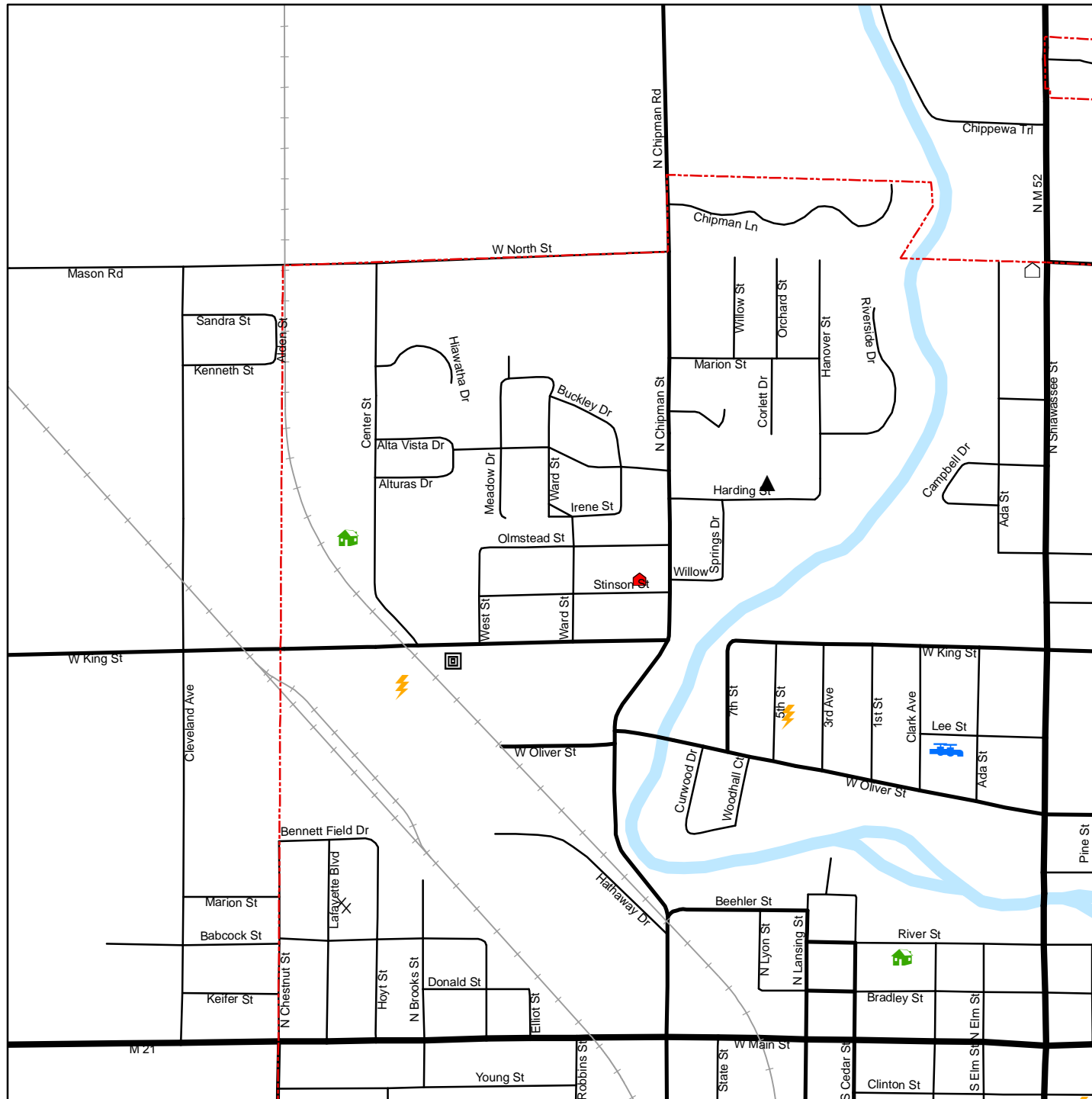


# City of Owosso

Permit Activity

April 2023




NW Quadrant



## Category

-  Electrical
-  Fence
-  Garage, Attached
-  Mechanical
-  Plumbing
-  Res. Add/Alter/Repair
-  Roof
-  Vacant Property Registration

## Other Features

-  City Limit
-  Railroads
-  River & Lakes

0 300 600 900 1,200 Feet

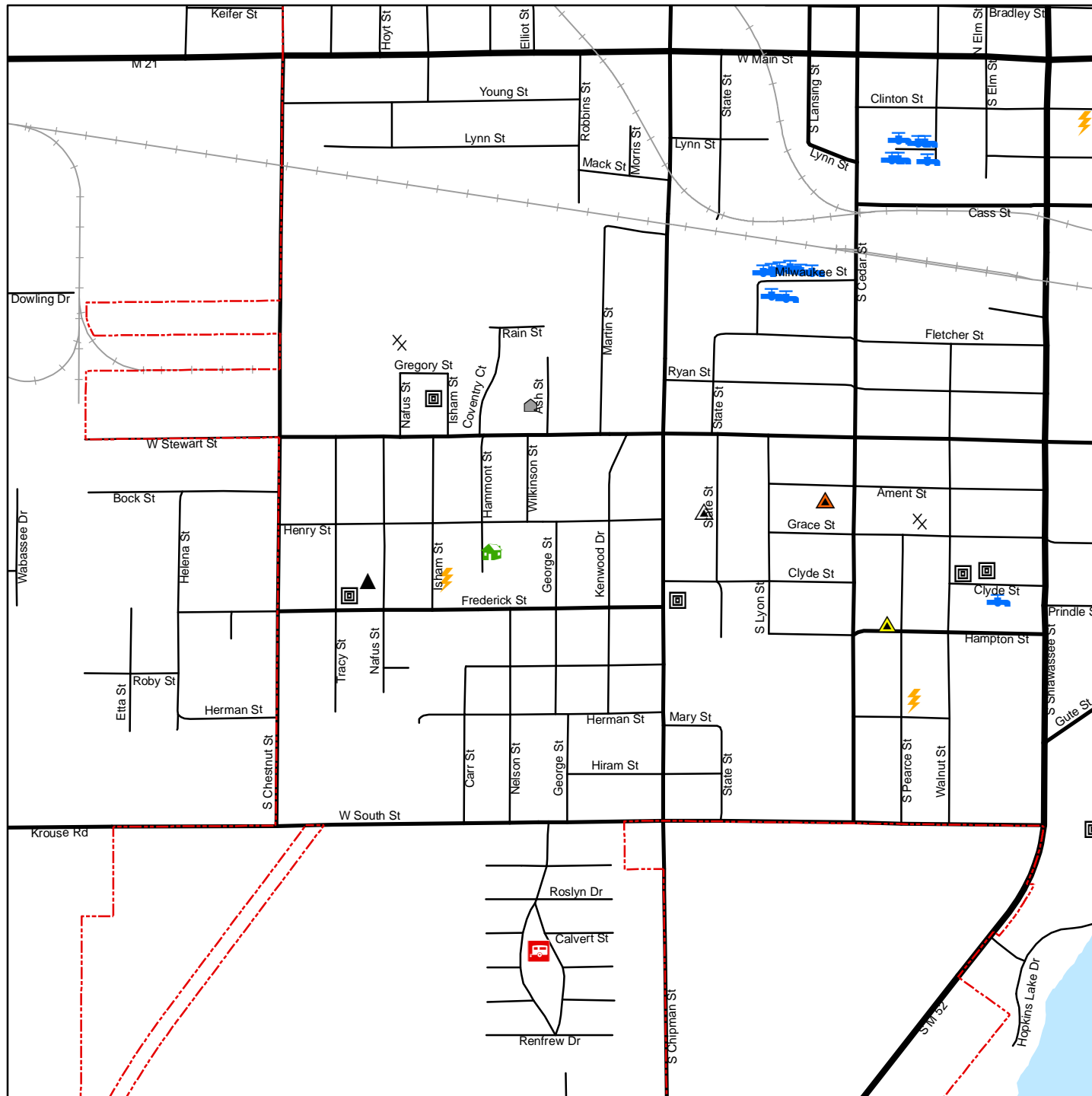




# City of Owosso

Permit Activity  
April 2023

SW Quadrant



## Category

- Accessory Structures
- Electrical
- Fence
- Mechanical
- Plumbing
- Res. Add/Alter/Repair
- Res. Mobile New
- Roof
- ROW-Eng
- ROW-Other
- ROW-Utility

## Other Features

- City Limit
- Railroads
- River & Lakes

0 300 600 900 1,200 Feet



## APRIL 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ACCESSORY STRUCTURES								
ENF 22-0150	LINGLE AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	02/10/2022	04/06/2023	05/04/2023		N
ENF 21-1764	GENESEE ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	11/22/2021	04/06/2023	08/01/2023		N
Total Entries				2				
AUTO REP/JUNK VEH								
ENF 23-0223	MACK ST	RESOLVED	CLOSED	03/13/2023	04/17/2023		04/17/2023	N
ENF 23-0306	CLEVELAND ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/18/2023	04/25/2023	05/08/2023		Y
ENF 21-1819	S CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/06/2021	04/26/2023	06/21/2023		IND
Total Entries				3				
BRUSH PILES								
ENF 23-0336	NAFUS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/25/2023	04/25/2023	05/15/2023		N
Total Entries				1				
BUILDING VIOL								
ENF 18-0622	W OLIVER ST	INSPECTED PROPERTY	REF TO CITY ATTY	08/10/2018	04/20/2023	05/18/2023		IND
Total Entries				1				
BUILDING VIOL								
ENF 21-1476	CORUNNA AVE	INSPECTED PROPERTY	CLOSED	09/22/2021	03/29/2023		04/06/2023	N
ENF 22-0230	W RIDGE ST	INSPECTED PROPERTY	CLOSED	03/02/2022	04/24/2023		04/26/2023	Y
ENF 22-0963	MICHIGAN AVE	INSPECTED PROPERTY	CONTACTED PROPERTY OWNER	06/29/2022	04/20/2023		04/20/2023	N
ENF 22-1053	JEROME AVE	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	07/26/2022	04/18/2023	04/25/2023		N
ENF 22-0425	WOODLAWN AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	04/12/2022	04/17/2023	05/01/2023		N
ENF 20-0720	HURON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/10/2020	04/04/2023	05/02/2023		N

## APRIL 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-0008	AMENT ST	CONTACT WITH OWNER	RECHECK SCHEDULED	01/07/2021	04/04/2023	05/02/2023		Y
ENF 22-1626	BROADWAY AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/07/2022	04/04/2023	05/02/2023		N
ENF 22-1352	CORUNNA AVE	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	10/03/2022	04/26/2023	05/03/2023		N
ENF 23-0128	DIVISION ST	INSPECTED PROPERTY	RED-TAGGED	02/06/2023	04/05/2023	05/03/2023		N
ENF 23-0288	W EXCHANGE ST	COMPLAINT LOGGED	INSPECTED PROPERTY	04/05/2023	04/05/2023	05/03/2023		COMM
ENF 23-0302	N HICKORY ST	COMPLAINT LOGGED	CONTACT WITH HOMEOWNER	04/12/2023	04/18/2023	05/03/2023		Y
ENF 23-0012	CORUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	01/05/2023	04/18/2023	05/04/2023		COMM/V.L.
ENF 23-0202	E COMSTOCK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/08/2023	04/06/2023	05/04/2023		COMM
ENF 21-1156	E WILLIAMS ST	INSPECTED PROPERTY	TICKET ISSUED	08/01/2023	04/17/2023	05/15/2023		N
ENF 22-0025	W EXCHANGE	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/07/2022	04/17/2023	05/15/2023		Y
ENF 22-0677	N SHIAWASSEE ST	FINAL NOTICE SENT	RED-TAGGED	05/19/2022	04/18/2023	05/16/2023		VAC
ENF 22-1165	PRINDLE ST	HOMEOWNER CALLED IN	EXTENSION GRANTED	08/17/2022	04/19/2023	05/18/2023		N
ENF 22-1528	E KING ST	LETTER SENT	FINAL NOTICE	11/11/2022	04/20/2023	05/18/2023		Y
ENF 23-0008	W MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/03/2023	04/20/2023	05/18/2023		COMM
ENF 23-0051	E KING ST	CONTACT WITH OWNER	EXTENSION GRANTED	01/18/2023	04/20/2023	05/18/2023		VAC
ENF 20-0698	W MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	09/03/2020	04/20/2023	05/19/2023		COMM
ENF 20-0599	N SAGINAW ST	CONTACT WITH OWNER	RECHECK SCHEDULED	08/06/2020	04/25/2023	05/23/2023		N
ENF 23-0254	YOUNG	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	03/21/2023	04/25/2023	05/23/2023		VAC
ENF 19-0167	TRACY ST	ISSUED 3RD TICKET	REF TO CITY ATTY	03/15/2019	04/24/2023	05/24/2023		N
ENF 20-0522	HAMBLIN ST	CONTACT WITH OWNER	EXTENSION GRANTED	07/22/2020	04/26/2023	05/24/2023		VAC



## APRIL 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0972	E	WILLIAMS ST	LETTER SENT	FINAL NOTICE	11/18/2020	04/26/2023	05/24/2023		N
ENF 21-1886		PRINDLE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	12/17/2021	04/26/2023	05/24/2023		VAC
ENF 22-0249	S	CHIPMAN	INSPECTED PROPERTY	FINAL NOTICE	03/07/2022	04/26/2023	05/24/2023		N
ENF 22-0167	S	CEDAR	INSPECTED PROPERTY	REF TO CITY ATTY	02/15/2022	04/25/2023	05/30/2023		N
ENF 20-0748		MARTIN ST	INSPECTED PROPERTY	PENDING 1ST TICKET	09/16/2020	04/26/2023	05/31/2023		VAC
ENF 21-0307	N	WASHINGTON ST	INSPECTED PROPERTY	PENDING PERMIT APPLICATION	03/03/2021	04/17/2023	06/19/2023		COMM
ENF 22-0209	S	CEDAR ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/23/2022	04/26/2023	06/21/2023		IND
ENF 23-0313		GRAND AVE	INSPECTED PROPERTY	LETTER SENT	04/18/2023	04/18/2023	06/28/2023		N
ENF 23-0334		CORUNNA AVE	INSPECTED PROPERTY	LETTER SENT	04/24/2023	04/24/2023	07/24/2023		N
ENF 23-0103	N	WASHINGTON	CONTACT WITH PROPERTY MANAGER	RECHECK SCHEDULED	01/31/2023	04/06/2023	09/06/2023		COMM

Total Entries	36
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DEAD TREE

ENF 22-0846		JEROME AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	06/13/2022	04/04/2023	05/02/2023		Y
ENF 23-0155	E	STEWART ST	CONTACT WITH BUSINESS	RECHECK SCHEDULED	02/16/2023	04/03/2023	05/17/2023		N

Total Entries	2
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DOORS IN VIOLATION

ENF 22-1514	N	DEWEY ST	RESOLVED	CLOSED	11/08/2022	04/25/2023		04/25/2023	N
ENF 23-0317	W	STEWART ST	RESOLVED	CLOSED	04/19/2023	04/19/2023		04/19/2023	N
ENF 23-0026		DINGWALL DR	HOMEOWNER CALLED IN	EXTENSION GRANTED	01/09/2023	04/19/2023	05/22/2023		N

APRIL 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1567	N	SAGINAW ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/23/2022	04/28/2023	08/31/2023		Y
Total Entries					4				
EXTERIOR PAINT/SIDING									
ENF 20-0143		LYNN ST	INSPECTED PROPERTY	FINAL NOTICE	03/05/2020	04/25/2023	05/02/2023		N
ENF 22-1162		GENESEE ST	CONTACT WITH OWNER	REF TO BLDG OFFICIAL	08/16/2022	04/18/2023	05/02/2023		Y
ENF 21-1563	W	WILLIAMS ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	10/12/2021	04/03/2023	05/03/2023		N
ENF 20-0210	E	MASON ST	INSPECTED PROPERTY	OBTAINED BLDG PERMIT	05/18/2020	04/25/2023	05/08/2023		Y
ENF 22-0213		BRADLEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	02/24/2022	04/19/2023	05/18/2023		N
ENF 20-0106	E	COMSTOCK ST	INSPECTED PROPERTY	FINAL NOTICE	02/17/2020	04/20/2023	05/19/2023		VAC
ENF 20-0076		HUGGINS ST	INSPECTED PROPERTY	FINAL NOTICE	01/28/2020	04/24/2023	05/29/2023		Y
ENF 21-1290	W	KING ST	INSPECTED PROPERTY	FINAL NOTICE	08/18/2021	04/24/2023	05/29/2023		N
ENF 21-0040		WOODLAWN AVE	INSPECTED PROPERTY	FINAL NOTICE	01/12/2021	04/24/2023	06/26/2023		N
ENF 21-1831	S	PARK ST	INSPECTED PROPERTY	FINAL NOTICE	12/07/2021	04/03/2023	07/17/2023		N
ENF 22-1345		RYAN ST	CONTACT WITH OWNER	EXTENSION GRANTED	10/03/2022	04/26/2023	07/26/2023		Y
ENF 21-1732		RYAN ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/10/2021	04/19/2023	08/31/2023		N
Total Entries					12				
FENCE VIOLATION									
ENF 23-0321	S	WASHINGTON ST	LETTER SENT	RECHECK SCHEDULED	04/20/2023	04/20/2023	05/03/2023		N
ENF 22-0257	S	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/07/2022	04/03/2023	05/15/2023		COMM
ENF 22-1309	W	STEWART ST	CONTACT WITH OWNER	RECHECK SCHEDULED	09/15/2022	04/20/2023	05/25/2023		COMM
Total Entries					3				

## APRIL 2023

Enf. Number		Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
FIRE DAMAGE									
ENF 23-0295	S	OAK ST	COMPLAINT LOGGED	REF TO BLDG OFFICIAL	04/17/2023	04/17/2023	05/01/2023		Y
ENF 23-0198		AMENT ST	INSPECTED PROPERTY	RED-TAGGED	03/07/2023	04/06/2023	05/04/2023		VAC
ENF 23-0174	N	HICKORY ST	INSPECTED PROPERTY	RED-TAGGED	02/23/2023	04/20/2023	05/18/2023		N
ENF 22-0193	S	CHIPMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	04/26/2023	05/24/2023		Y
Total Entries					4				
FRONT YARD PARKING									
ENF 23-0246	S	CHIPMAN ST	RESOLVED	CLOSED	03/20/2023	04/03/2023		04/03/2023	Y
ENF 23-0298		GLENWOOD AVE	LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/17/2023	05/01/2023		N
Total Entries					2				
FURNITURE OUTSIDE									
ENF 23-0258	N	WASHINGTON ST	RESOLVED	CLOSED	03/22/2023	04/19/2023		04/19/2023	Y
Total Entries					1				
GARBAGE & DEBRIS									
ENF 22-1545		GLENWOOD AVE	RESOLVED	CLOSED	11/16/2022	04/26/2023		04/26/2023	N
ENF 23-0260		AMENT ST	RESOLVED	CLOSED	03/22/2023	04/04/2023		04/04/2023	N
ENF 23-0264	S	SHIAWASSEE ST	RESOLVED	CLOSED	03/28/2023	04/18/2023		04/18/2023	N
ENF 23-0282		ALGER AVE	RESOLVED	CLOSED	04/04/2023	04/19/2023		04/19/2023	COMM
ENF 23-0286	E	HOWARD ST	RESOLVED	CLOSED	04/05/2023	04/20/2023		04/20/2023	Y
ENF 23-0300		BROADWAY AVE	RESOLVED	CLOSED	04/17/2023	04/24/2023		04/24/2023	N
ENF 23-0315		HENRY ST	INSPECTED PROPERTY	CLOSED	04/19/2023	04/19/2023		04/24/2023	VAC
ENF 23-0338	N	LANSING ST	LETTER SENT	RECHECK SCHEDULED	04/25/2023	04/25/2023	05/02/2023		Y

## APRIL 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1318	GRACE ST	INSPECTED PROPERTY	FINAL NOTICE	09/20/2022	04/19/2023	05/03/2023		N
ENF 22-1388	YOUNG ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/11/2022	04/19/2023	05/03/2023		N
ENF 23-0221	W STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/13/2023	04/03/2023	05/03/2023		N
ENF 23-0231	GRAND AVE	LETTER SENT	PARTIALLY RESOLVED	03/15/2023	04/19/2023	05/03/2023		N
ENF 23-0249	S SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	03/20/2023	04/26/2023	05/03/2023		COMM
ENF 23-0335	PEARCE ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	04/25/2023	04/28/2023	05/03/2023		N
ENF 23-0291	BEEHLER ST	CONTACT WITH OWNER	EXTENSION GRANTED	04/17/2023	04/20/2023	05/04/2023		N
ENF 23-0253	E MASON ST	EMAILED OWNER	RECHECK SCHEDULED	03/21/2023	04/24/2023	05/08/2023		Y
ENF 23-0330	S OAK ST	LETTER SENT	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/08/2023		Y
ENF 22-1297	RIVER ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	09/14/2022	04/26/2023	05/10/2023		N
ENF 23-0341	MARTIN ST	INSPECTED PROPERTY	LETTER SENT	04/26/2023	04/26/2023	05/10/2023		N
ENF 22-1317	E HOWARD ST	INSPECTED PROPERTY	FINAL NOTICE	09/19/2022	04/26/2023	05/11/2023		N
ENF 22-1558	BRADLEY ST	CONTACT WITH OWNER	EXTENSION GRANTED	11/21/2022	04/17/2023	05/15/2023		N
ENF 23-0297	GROVER ST	LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/17/2023	05/15/2023		Y
ENF 20-0878	N HICKORY ST	LEGAL ACTION	REF TO CITY ATTY	10/26/2020	04/20/2023	05/18/2023		N
ENF 21-1480	BROADWAY AVE	INSPECTED PROPERTY	2ND NOTICE SENT	09/23/2021	04/24/2023	05/22/2023		N
ENF 22-0551	GRACE ST	ISSUED 3RD TICKET	REF TO CITY ATTY	05/04/2022	04/24/2023	05/22/2023		N
ENF 22-1576	N CHIPMAN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/28/2022	04/25/2023	05/23/2023		N

Total Entries	26
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GARBAGE CANS

ENF 23-0289	ALGER AVE	RESOLVED	CLOSED	04/06/2023	04/20/2023	04/20/2023	N
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04/28/23

Code Enforcement Activity

7/14

APRIL 2023

Enf. Number		Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0320		DEVONSHIRE CT		INSPECTED PROPERTY	CLOSED	04/20/2023	04/20/2023		04/20/2023	Y
ENF 23-0325		CAMPBELL DR		CONTACT WITH OWNER	RECHECK SCHEDULED	04/24/2023	04/28/2023	05/01/2023		N
ENF 23-0271		ADA ST		LETTER SENT	RECHECK SCHEDULED	03/30/2023	04/24/2023	05/08/2023		N
ENF 23-0204		PINE ST		CONTACT WITH OWNER	PARTIALLY RESOLVED	03/09/2023	04/26/2023	05/10/2023		Y
						Total Entries	5			
GARBAGE/JUNK IN ROW										
ENF 23-0226		E	EXCHANGE ST	RESOLVED	CLOSED	03/13/2023	04/03/2023		04/03/2023	N
ENF 23-0229		N	WATER ST	RESOLVED	CLOSED	03/15/2023	04/04/2023		04/04/2023	N
ENF 23-0232		RANDOLPH ST		RESOLVED	CLOSED	03/15/2023	04/05/2023		04/05/2023	N
ENF 23-0237		ALGER AVE		RESOLVED	CLOSED	03/16/2023	04/20/2023		04/20/2023	N
ENF 23-0257		PINE ST		RESOLVED	CLOSED	03/22/2023	04/19/2023		04/19/2023	N
ENF 23-0259		N	DEWEY ST	RESOLVED	CLOSED	03/22/2023	04/03/2023		04/03/2023	N
ENF 23-0266		ADAMS ST		RESOLVED	CLOSED	03/29/2023	04/05/2023		04/05/2023	N
ENF 23-0267		ADAMS ST		RESOLVED	CLOSED	03/29/2023	04/19/2023		04/19/2023	N
ENF 23-0268		GOODHUE ST		RESOLVED	CLOSED	03/29/2023	04/05/2023		04/05/2023	N
ENF 23-0273		JENNETT ST		RESOLVED	CLOSED	04/03/2023	04/17/2023		04/17/2023	Y
ENF 23-0274		N	WATER ST	RESOLVED	CLOSED	04/03/2023	04/17/2023		04/17/2023	N
ENF 23-0275		N	WATER ST	RESOLVED	CLOSED	04/03/2023	04/17/2023		04/17/2023	N
ENF 23-0276		N	BALL ST	RESOLVED	CLOSED	04/03/2023	04/17/2023		04/17/2023	N
ENF 23-0277		E	NORTH ST	RESOLVED	CLOSED	04/03/2023	04/17/2023		04/17/2023	N
ENF 23-0278		E	EXCHANGE ST	RESOLVED	CLOSED	04/03/2023	04/17/2023		04/17/2023	N

## APRIL 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0279	N PARK ST	RESOLVED	CLOSED	04/04/2023	04/18/2023		04/18/2023	N
ENF 23-0284	ADAMS ST	RESOLVED	CLOSED	04/05/2023	04/26/2023		04/26/2023	N
ENF 23-0287	S HICKORY ST	RESOLVED	CLOSED	04/06/2023	04/26/2023		04/26/2023	N
ENF 23-0303	W KING ST	RESOLVED	CLOSED	04/18/2023	04/25/2023		04/25/2023	N
ENF 23-0304	WILTSHIRE DR	RESOLVED	CLOSED	04/18/2023	04/25/2023		04/25/2023	N
ENF 23-0307	W KING ST	RESOLVED	CLOSED	04/18/2023	04/25/2023		04/25/2023	Y
ENF 23-0308	N DEWEY ST	RESOLVED	CLOSED	04/18/2023	04/25/2023		04/25/2023	N
ENF 23-0311	N HICKORY	RESOLVED	CLOSED	04/18/2023	04/25/2023		04/25/2023	N
ENF 23-0314	WALNUT ST	RESOLVED	CLOSED	04/19/2023	04/26/2023		04/26/2023	N
ENF 23-0318	CAMPBELL DR	RESOLVED	CLOSED	04/19/2023	04/26/2023		04/26/2023	N
ENF 23-0319	N SAGINAW ST	RESOLVED	CLOSED	04/20/2023	04/26/2023		04/26/2023	N
ENF 23-0323	ABBOTT ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		Y
ENF 23-0326	HERMAN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		N
ENF 23-0327	W SOUTH ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		Y
ENF 23-0329	BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		N
ENF 23-0331	E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		N
ENF 23-0332	E MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		Y
ENF 23-0333	E EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		N
ENF 23-0309	N DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/18/2023	04/18/2023	05/03/2023		Y
ENF 23-0342	S SHIAWASSEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/26/2023	04/26/2023	05/03/2023		N

## APRIL 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0343	BRANDON ST		INSPECTED PROPERTY	RECHECK SCHEDULED	04/26/2023	04/26/2023	05/03/2023		N
ENF 23-0296	GROVER ST		LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/24/2023	05/08/2023		Y
ENF 23-0299	WOODLAWN AVE		LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/24/2023	05/08/2023		N
Total Entries					38				
IMMINENT DANGER OF STRUCTURE									
ENF 22-0059	S	DEWEY ST	INSPECTED PROPERTY	REF TO CITY ATTY	01/21/2022	04/05/2023	05/03/2023		VAC
Total Entries					1				
MULTIPLE VIOLATIONS									
ENF 20-0411		MACK ST	INSPECTED PROPERTY	CLOSED	06/29/2020	03/30/2023		04/03/2023	N
ENF 23-0145	N	WASHINGTON ST	RESOLVED	CLOSED	02/14/2023	04/25/2023		04/25/2023	Y
ENF 23-0191	S	SHIAWASSEE ST	RESOLVED	CLOSED	03/03/2023	04/24/2023		04/24/2023	N
ENF 23-0240		RYAN ST	RESOLVED	CLOSED	03/16/2023	04/06/2023		04/06/2023	N
ENF 23-0285	E	OLIVER ST	RESOLVED	CLOSED	04/05/2023	04/19/2023		04/19/2023	Y
ENF 21-1095	E	MASON ST	INSPECTED PROPERTY	FINAL NOTICE	07/20/2021	04/17/2023	05/01/2023		Y
ENF 21-1592	E	STEWART ST	CONTACT WITH OWNER	PARTIALLY RESOLVED	10/19/2021	04/17/2023	05/01/2023		Y
ENF 22-1531		WOODLAWN AVE	INSPECTED PROPERTY	FINAL NOTICE	11/14/2022	04/17/2023	05/01/2023		N
ENF 23-0156	S	CHIPMAN ST	INSPECTED PROPERTY	FINAL NOTICE	02/16/2023	04/17/2023	05/01/2023		N
ENF 23-0292		NAFUS ST	LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/17/2023	05/01/2023		Y
ENF 23-0294	N	SHIAWASSEE ST	LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/17/2023	05/01/2023		Y
ENF 23-0281		STATE ST	FINAL NOTICE SENT	RECHECK SCHEDULED	04/04/2023	04/18/2023	05/02/2023		Y
ENF 21-0966		ISHAM ST	INSPECTED PROPERTY	REF TO CITY ATTY	06/28/2021	04/05/2023	05/03/2023		VAC

Code Enforcement Activity

APRIL 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1543	W STEWART ST	INSPECTED PROPERTY	LETTER SENT	11/16/2022	04/19/2023	05/03/2023		N
ENF 23-0322	S WASHINGTON ST	LETTER SENT	RECHECK SCHEDULED	04/20/2023	04/20/2023	05/03/2023		N
ENF 21-1821	N SAGINAW ST	LETTER SENT	PARTIALLY RESOLVED	12/07/2021	04/20/2023	05/04/2023		N
ENF 21-1884	PRINDLE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/17/2021	04/06/2023	05/04/2023		N
ENF 22-1197	OAKWOOD AVE	INSPECTED PROPERTY	2ND NOTICE SENT	08/23/2022	04/06/2023	05/04/2023		Y
ENF 23-0316	HAMMONT ST	LETTER SENT	RECHECK SCHEDULED	04/19/2023	04/19/2023	05/04/2023		N
ENF 23-0301	BROADWAY AVE	LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/24/2023	05/08/2023		Y
ENF 23-0324	N WATER ST	INSPECTED PROPERTY	LETTER SENT	04/24/2023	04/24/2023	05/08/2023		N
ENF 23-0337	HENRY ST	INSPECTED PROPERTY	LETTER SENT	04/25/2023	04/25/2023	05/08/2023		N
ENF 22-1190	PEARCE ST	LETTER SENT	PARTIALLY RESOLVED	08/22/2022	04/25/2023	05/09/2023		Y
ENF 22-1618	LINGLE AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/06/2022	04/25/2023	05/09/2023		N
ENF 23-0305	FLETCHER ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	04/18/2023	04/26/2023	05/09/2023		Y
ENF 22-1488	N WATER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	11/01/2022	04/26/2023	05/10/2023		N
ENF 23-0157	N LANSING ST	CONTACT WITH OWNER	PARTIALLY RESOLVED	02/17/2023	04/25/2023	05/15/2023		Y
ENF 23-0006	FLETCHER ST	LETTER SENT	PARTIALLY RESOLVED	01/03/2023	04/20/2023	05/16/2023		N
ENF 22-0356	MILWAUKEE ST	INSPECTED PROPERTY	3RD TICKET ISSUED	03/25/2022	04/26/2023	05/17/2023		N
ENF 23-0161	N SAGINAW ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/20/2023	04/17/2023	05/17/2023		N
ENF 20-1016	W EXCHANGE	INSPECTED PROPERTY	RECHECK SCHEDULED	12/07/2020	04/20/2023	05/18/2023		COMM
ENF 21-1715	W STEWART ST	CONTACT WITH OWNER	RECHECK SCHEDULED	11/08/2021	04/20/2023	05/18/2023		N
ENF 21-1883	W MAIN ST	INSPECTED PROPERTY	PENDING 1ST TICKET	12/17/2021	04/19/2023	05/18/2023		N



04/28/23

Code Enforcement Activity

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APRIL 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1174		ADA ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/17/2022	04/19/2023	05/18/2023		N
ENF 23-0029	N	OAK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/09/2023	04/20/2023	05/18/2023		N
ENF 22-1640	E	EXCHANGE ST	CONTACT WITH OWNER	RECHECK SCHEDULED	12/12/2022	04/24/2023	05/22/2023		Y
ENF 20-0182		CORUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	05/11/2020	04/25/2023	05/23/2023		COMM
ENF 22-1150	S	DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	08/15/2022	04/25/2023	05/23/2023		N
ENF 22-1525		CORUNNA AVE	CONTACT WITH OWNER	RECHECK SCHEDULED	11/09/2022	04/25/2023	05/23/2023		COMM
ENF 23-0172		GRAND AVE	LETTER SENT	PARTIALLY RESOLVED	02/22/2023	04/25/2023	05/23/2023		N
ENF 20-0917	W	EXCHANGE	INSPECTED PROPERTY	RECHECK SCHEDULED	11/03/2020	04/26/2023	05/24/2023		N
ENF 21-1578		ROBBINS ST	INSPECTED PROPERTY	LEGAL ACTION	10/14/2021	04/26/2023	05/24/2023		COMM
ENF 22-0035	W	MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	01/11/2022	04/26/2023	05/24/2023		COMM
ENF 22-0387		RANDOLPH ST	INSPECTED PROPERTY	FINAL NOTICE	03/30/2022	04/26/2023	05/24/2023		N
ENF 22-0925		MEADOW DR	INSPECTED PROPERTY	3RD TICKET ISSUED	06/22/2022	04/26/2023	05/24/2023		VAC
ENF 22-1290		GROVER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/12/2022	04/19/2023	05/24/2023		Y
ENF 22-0690	S	CHIPMAN ST	INSPECTED PROPERTY	FINAL NOTICE	05/19/2022	04/24/2023	05/29/2023		N
ENF 22-0522	W	MAIN ST	HOMEOWNER CALLED IN	RECHECK SCHEDULED	04/29/2022	04/24/2023	06/26/2023		N
ENF 21-1749	E	MASON ST	INSPECTED PROPERTY	EXTENSION GRANTED	11/16/2021	04/20/2023	07/20/2023		N
Total Entries					49				
NO BUILDING PERMIT									
ENF 23-0272		ORCHARD ST	LETTER SENT	RECHECK SCHEDULED	04/03/2023	04/24/2023	05/01/2023		N
ENF 23-0181	E	MAIN ST	RECHECK SCHEDULED	RECHECK SCHEDULED	02/27/2023	04/05/2023	05/03/2023		N
ENF 23-0290		BROADWAY AVE	LETTER SENT	RECHECK SCHEDULED	04/06/2023	04/20/2023	05/18/2023		N

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Enf. Number	Address	Previous Status	Current Status	Filed	Date	Date	Closed	Rental
ENF 23-0206	ADAMS ST	INSPECTED PROPERTY	LETTER SENT	03/09/2023	04/24/2023	05/22/2023		N
Total Entries				4				
NUISANCE SMOKE								
ENF 23-0256	FREDERICK ST	REF TO BLDG OFFICIAL	REF TO CITY MANAGER	03/21/2023	04/20/2023	09/29/2023		N
Total Entries				1				
RENTAL REGISTRATION								
ENF 22-1693	GENESEE ST	CONTACT WITH OWNER	CLOSED	12/27/2022	04/13/2023		04/13/2023	N
ENF 23-0185	CLINTON ST	RENTAL REG FORM SUBMITTED	CLOSED	02/28/2023	04/05/2023		04/05/2023	Y
ENF 23-0339	PEARCE ST	NOT A RENTAL	CLOSED	04/25/2023	04/28/2023		04/28/2023	N
ENF 23-0283	STATE ST	LETTER SENT	RECHECK SCHEDULED	04/04/2023	04/04/2023	05/04/2023		Y
ENF 23-0135	WALNUT ST	2ND NOTICE SENT	RECHECK SCHEDULED	02/10/2023	04/17/2023	05/19/2023		Y
ENF 23-0136	RIVER ST	2ND NOTICE SENT	RECHECK SCHEDULED	02/10/2023	04/17/2023	05/19/2023		Y
ENF 23-0344	N SAGINAW ST	COMPLAINT LOGGED	LETTER SENT	04/28/2023	04/28/2023	05/28/2023		Y
Total Entries				7				
ROW VIOLATIONS								
ENF 23-0328	WALNUT ST	LETTER SENT	RECHECK SCHEDULED	04/24/2023	04/24/2023	05/01/2023		N
Total Entries				1				
SCRAPPING MATERIALS								
ENF 23-0133	CORUNNA AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	02/09/2023	04/20/2023	05/23/2023		N
Total Entries				1				
SIDEWALK VIOLATION								

## APRIL 2023

Enf. Number	Address		Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0293	GRACE ST		LETTER SENT	RECHECK SCHEDULED	04/17/2023	04/17/2023	05/01/2023		N
				Total Entries	1				
SIGN VIOLATION									
ENF 23-0310	N	SAGINAW ST	LETTER SENT	RECHECK SCHEDULED	04/18/2023	04/18/2023	05/02/2023		N
				Total Entries	1				
TEMPORARY STRUCTURES									
ENF 21-0380	GRACE ST		INSPECTED PROPERTY	FINAL NOTICE	03/11/2021	04/19/2023	05/03/2023		N
ENF 22-0236	GRAND AVE		INSPECTED PROPERTY	FINAL NOTICE	03/03/2022	04/06/2023	05/04/2023		N
ENF 22-0305	E	MASON ST	INSPECTED PROPERTY	FINAL NOTICE	03/15/2022	04/06/2023	05/08/2023		N
ENF 21-1643	ABBOTT ST		INSPECTED PROPERTY	FINAL NOTICE	10/26/2021	04/26/2023	05/24/2023		N
ENF 23-0280	N	BROOKS ST	LETTER SENT	RECHECK SCHEDULED	04/04/2023	04/04/2023	10/02/2023		N
ENF 22-1441	BUCKLEY DR		INSPECTED PROPERTY	RECHECK SCHEDULED	10/21/2022	04/24/2023	10/23/2023		N
				Total Entries	6				
TRAILER VIOLATIONS									
ENF 23-0312	S	BROOKS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	04/18/2023	04/17/2023	05/17/2023		N
				Total Entries	1				
VACANT STRUCTURES									
ENF 20-0758	PEARCE ST		INSPECTED PROPERTY	PARTIALLY RESOLVED	09/18/2020	04/04/2023	05/02/2023		VAC
ENF 20-0755	CARMODY ST		INSPECTED PROPERTY	REF TO CITY ATTY	09/18/2020	04/20/2023	05/18/2023		VAC
				Total Entries	2				
WINDOWS									
ENF 23-0164	STATE ST		LETTER SENT	CLOSED	02/21/2023	04/18/2023		04/18/2023	N

04/28/23

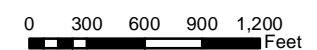
Code Enforcement Activity

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APRIL 2023

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-1385	W MAIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/11/2022	04/06/2023	05/08/2023		COMM
Total Entries				2				
ZONING								
ENF 23-0340	RANDOLPH ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	04/24/2023	04/24/2023	05/02/2023		N
ENF 20-0866	STATE ST	INSPECTED PROPERTY	REF TO CITY ATTY	10/20/2020	04/17/2023	05/15/2023		COMM
ENF 22-1287	W STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/12/2022	04/20/2023	05/25/2023		N
Total Entries				3				
Total Records:		220	Total Pages:			14		

### NE Quadrant

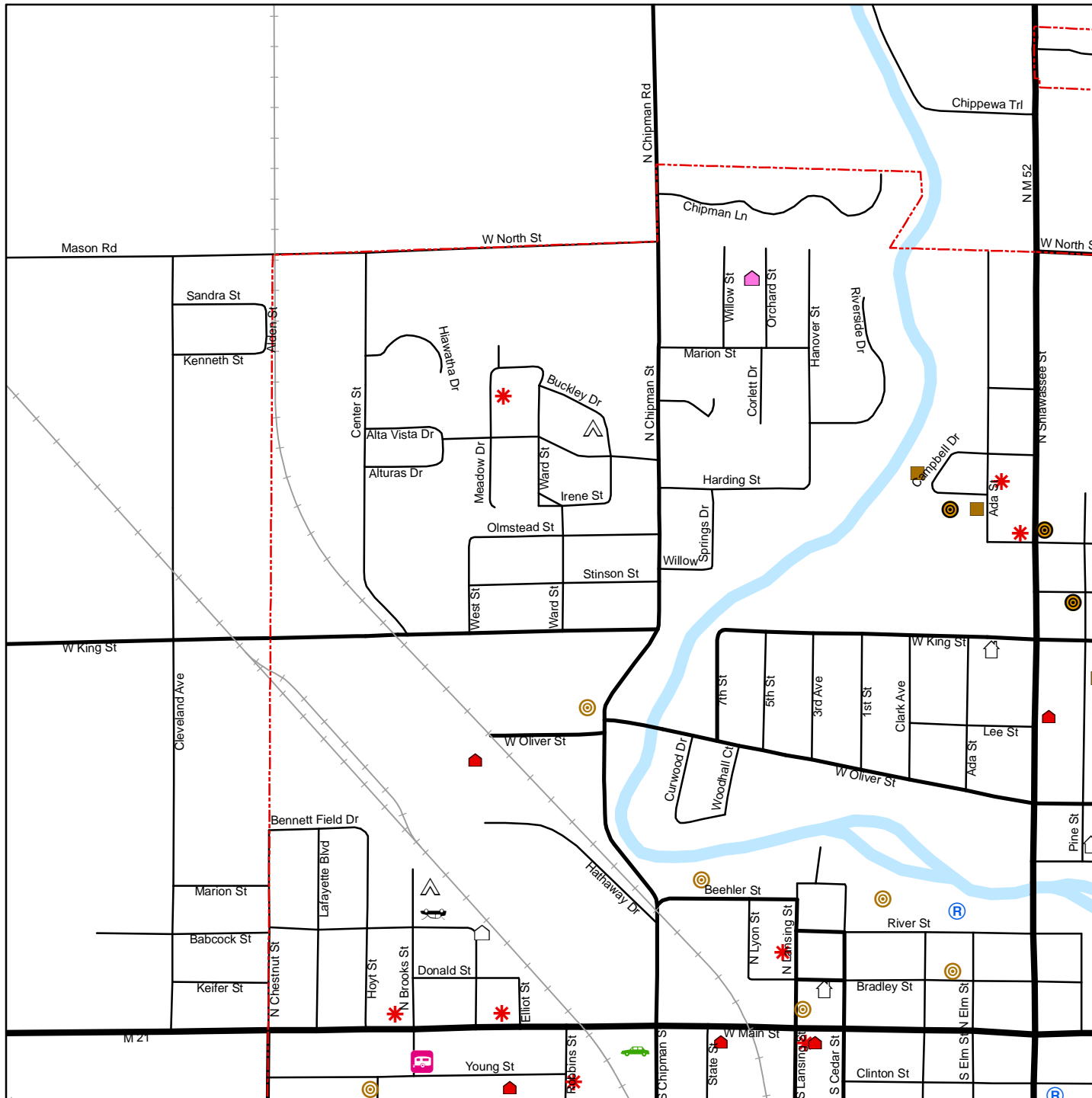


# City of Owosso

## Code Enforcement Activity

April 2023

### NW Quadrant



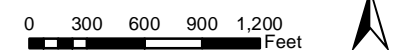
#### Category

- Auto Repair/Junk Vehicle
- Building Violation
- Exterior Paint/Siding
- Front Yard Parking
- Garbage & Debris
- Garbage Cans
- Garbage/Junk In ROW
- Multiple Violations
- No Building Permit
- Rental Registration
- Temporary Structures
- Trailer Violations
- Vacant Structures

#### Other Features

- City Limit
- Railroads
- River & Lakes

### SE Quadrant



### SW Quadrant





**Monthly Inspection List**  
**APRIL 2023**

BOOTH, MARK	MECHANICAL & PLUMBING INSPECTOR Total Inspections:	8
FIRE DEPARTMENT	RENTAL INSPECTIONS Total Inspections:	2
HARRIS, JON	ELECTRICAL INSPECTOR Total Inspections:	32
HISSONG, BRAD	BUILDING OFFICIAL Total Inspections:	85
FREEMAN, GREG	CODE ENFORCEMENT Total Inspections:	211
MAYBAUGH, BRAD	CODE ENFORCEMENT Total Inspections:	0
Grand Total Inspections:		338

## CERTIFICATES & LICENSES ISSUED BY MONTH FOR 2023

[illegible]



# OWOSSO POLICE DEPARTMENT

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

## MEMORANDUM

DATE: 9 May 2023  
TO: Owosso City Council  
FROM: Eric E. Cherry  
Police Department Lieutenant  
RE: April 2023 Police Activity Report

### ***Master Plan Goal 3.1, 3.2***

*Members of the department assisted the Shiawassee County Sheriff's Office, Human Oppression Team (SHOT) with a child predator sting operation.*

*The Investigative Services Bureau attended the monthly multidisciplinary meeting for all forensic interviews conducted. This is where investigators, CPS, Voices for Children and Shiawassee County Prosecutors discuss where each is at in the reported sexual assault investigations.*

*The Police Department Administration attended the Shiawassee County Area Law Enforcement (SCALE) Chief's meeting. We discussed distributing Naloxone out to other police departments and how they could get harm reduction kits (fentanyl test strips/narcan/etc.) from our Community Policing Officer Ryan Jenkins.*

*The Police Department Administration attended City Council budget meetings to answer any questions Council might have for the department.*

*Axon was on-site to install (4) four in-car cameras to our patrol units, these are integrated with our body worn cameras and evidence software we are already using.*

### **April 5 YEAR AVERAGE**

	2019-Apr	2020-Apr	2021-Apr	2022-Apr	2023-Apr	Apr 5YR AVG
Part I Crimes	19	33	25	26	23	25.2
Part II Crimes	113	57	60	95	95	84
Violent Crimes	6	7	7	5	7	6.4
Total Reports	178	110	132	162	182	152.8
Felony Arrests	9	8	7	13	5	8.4
Total Arrests	66	27	35	35	31	38.8
Traffic Stops	89	4	40	67	151	70.2
All Dispatched Events	634	479	848	891	1004	771.2

**LAST 12 MONTHS**

	2022- May	2022- Jun	2022- Jul	2022- Aug	2022- Sep	2022- Oct	2022- Nov	2022- Dec	2023- Jan	2023- Feb	2023- Mar	2023- Apr	Last 12 Months	Average
Part I Crimes	20	30	30	33	31	26	30	15	20	16	26	23	300	25
Part II Crimes	83	69	86	103	99	85	83	78	71	71	96	95	1,019	84.92
Violent Crimes	9	10	12	11	9	9	11	3	5	5	4	7	95	7.92
Total Reports	166	160	152	186	171	168	171	151	141	133	170	182	1,951	162.58
Felony Arrests	9	6	6	13	5	13	7	2	8	7	8	5	89	7.42
Total Arrests	36	38	43	46	38	42	48	35	44	33	39	31	473	39.42
Traffic Stops	57	35	36	49	65	52	197	192	213	222	130	151	1399	116.58
All Dispatched Events	968	863	882	943	1132	1032	1167	991	1071	1006	969	1004	12,028	1002.33



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# *MEMORANDUM*

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DATE: May 2, 2023

TO: Owosso City Council

FROM: Kevin Lenkart  
Director of Public Safety

RE: April 2023 Fire & Ambulance Report

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Attached are the statistics for the Owosso Fire Department (OFD) for April 2023. The Owosso Fire Department responded to 205 incidents in the month of April.

OFD responded to 22 fire calls and responded to 183 EMS calls.

Previous Month ▾

Apr 1, 2023 - Apr 30, 2023 ▾

11%

FIRE  
Percentage of Total Incidents

89%

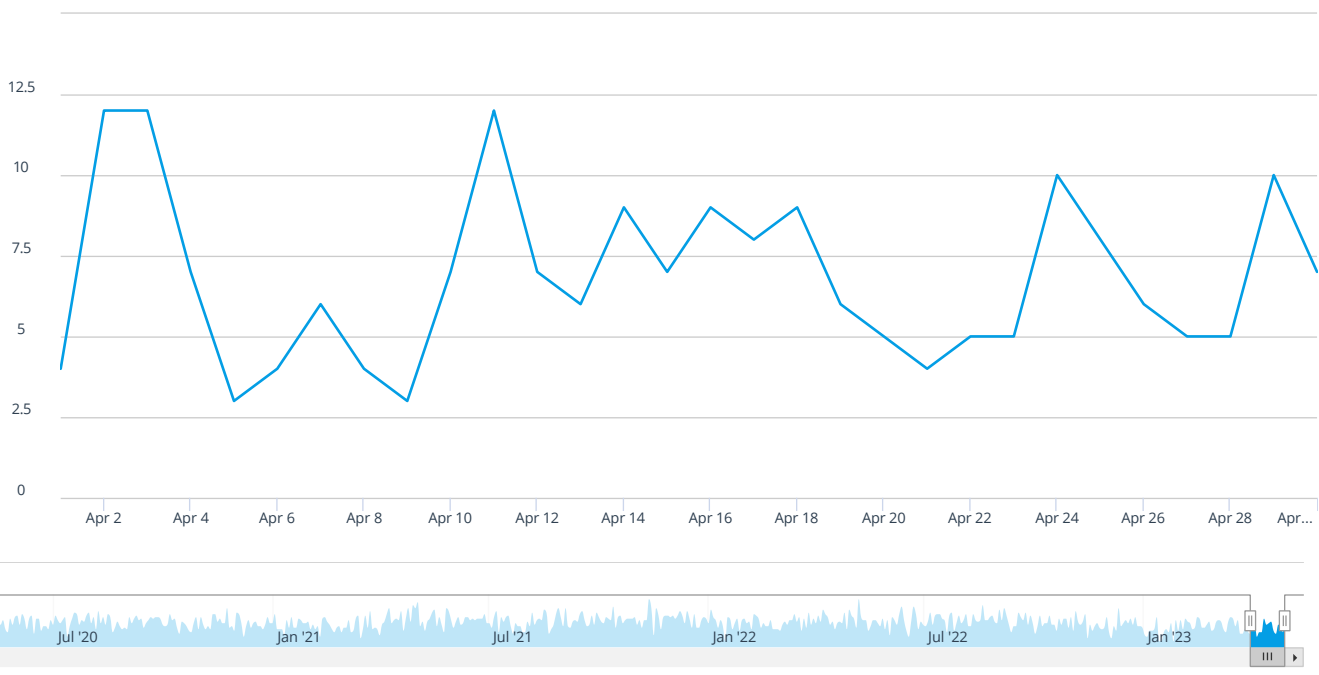
EMS  
Percentage of Total Incidents

205

INCIDENTS  
In Selected Time Slice

30

DAYS  
In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	4/2/23	4/9/23	4/16/23	4/23/23	4/30/23	5/7/23	5/14/23	5/21/23	5/28/23	6/4/23	6/11/23	6/18/23	6/25/23	Total
(11) Structure Fire	3			1										4
(13) Mobile property (vehicle) fire					1									1
(14) Natural vegetation fire			1											1
(15) Outside rubbish fire			2											2
(32) Emergency medical service (EMS) incident	12	35	48	40	47									182
(41) Combustible/f... spills & leaks		1	1											2
(44) Electrical wiring/equipm. problem			1		1									2
(46) Accident, potential accident			1											1
(55) Public service assistance		1		1	1									3
(61) Dispatched and canceled en route					1									1
(65) Steam, other gas mistaken for smoke	1		1											2
(67) HazMat release investigation w/no HazMat			1											1
(73) System or detector malfunction		2	1											3
Total	16	39	57	42	51									205

MINUTES FOR REGULAR MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
Wednesday, April 19, 2023 at 6:00 p.m.  
Virginia Teich Council Chambers

**MEETING CALLED TO ORDER:** at 6:01 p.m. by Chairperson Steven Teich.

**ROLL CALL:** was taken by City Clerk Amy Kirkland.

**PRESENT:** Chairperson Steven Teich, Commissioners William Byrne, Lisa Gallinger, Philip Hathaway, Erin Powell, and Matthew Van Epps.

**ABSENT:** Vice Chairperson Lance Omer.

**OTHERS IN ATTENDANCE:** Shiawassee Arts Council Representatives Piper Brewer and Jennifer Ross, DDA/OMS Manager Lizzie Fredrick, City Clerk Amy Kirkland, and Mayor Robert Teich, Jr.

**AGENDA APPROVAL:** April 19, 2023.

**MOTION FOR APPROVAL OF THE AGENDA WITH THE FOLLOWING ADDITION BY COMMISSIONER VAN EPPS. SECONDED BY SECRETARY HATHAWAY.**

***ITEMS OF BUSINESS***

3) *Aviator Jayne Status Update*

**AYES ALL. MOTION CARRIED.**

**MINUTES APPROVAL:** February 15, 2023.

**MOTION FOR APPROVAL AS PRESENTED BY COMMISSIONER VAN EPPS. SECONDED BY SECRETARY HATHAWAY.**

**AYES ALL. MOTION CARRIED.**

**COMMUNICATIONS:** None.

**PUBLIC/COMMISSIONER COMMENTS:**

**PUBLIC HEARINGS:** None.

**ITEMS OF BUSINESS:**

- 1) **Certificate of Appropriateness – Downtown Pedestrian Lighting Design.**  
Application from the DDA/OMS Board seeking approval of the design for new downtown pedestrian lighting. The Design Committee has been working closely with the City Manager and Engineer to ensure the new lighting system not only complies with the Standards of Rehabilitation but will be able to serve the downtown for many years. It was noted that the project would be carried out in multiple phases, make critical updates to underground utilities in the downtown, and that fewer lights would be necessary thanks to improvements in LED lighting. Commissioners expressed interest in purchasing banner mounts and basket hangers for the new lights. This request will be presented to the Design Committee for vetting.

**MOTION BY COMMISSIONER VAN EPPS TO APPROVE HDC RESOLUTION NO. 2023-2  
AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS APPROVING THE  
DESIGN FOR NEW DOWNTOWN PEDESTRIAN LIGHTS AS PRESENTED IN THE APPLICATION  
SUBMITTED BY THE DDA/OMS BOARD. THE MOTION WAS SECONDED BY SECRETARY  
HATHAWAY.**

**HISTORIC DISTRICT COMMISSION  
RESOLUTION NO. 2023-2**

**AUTHORIZING ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS  
FOR THE DESIGN OF DOWNTOWN PEDESTRIAN LIGHTS**

WHEREAS, the City of Owosso Downtown Historic District Commission was established to preserve the historic nature of district using the guidelines set forth by the United State Secretary of the Interior; and

WHEREAS, the Commission has received an application from the Owosso Downtown Development Authority/Main Street Board to start replacing the obsolete downtown pedestrian lights; and

WHEREAS, the current light model has been discontinued and the DDA has exhausted their supply of spare parts; and

WHEREAS, the application was found to be complete, and the applicant wishes to start replacing said lights in 2023-24.

NOW THEREFORE BE IT RESOLVED by the Downtown Historic District Commission of the City of Owosso, Shiawassee County, Michigan that:

FIRST: it is hereby determined the historic value, architectural value, significance of the resource, and its relationship to the historic value of the surrounding area will not be adversely affected by the proposed pedestrian streetlight design.

SECOND: the relationship of the proposed fixtures to the surrounding area meets the requirements of the Secretary of the Interior's Standards for the Treatment of Historic Properties.

THIRD: the materials are generally compatible with the design, arrangement, and texture required by said Standards.

FOURTH: the proposed work meets the aesthetic values of the District.

**AYES ALL. MOTION CARRIED.**

**2) Certificate of Appropriateness – Ghost Mural Rehabilitation.**

Application from the Shiawassee Arts Center seeking approval of a project to restore the Quaker Oats mural overlooking Main Street Plaza. The SAC intends to hire an artist to restore the mural as closely as possible to its original state. They have already secured the permission of the building owner and Quaker Oats and have pledged to raise all necessary funds for the project. There was discussion regarding who owns the outside wall and whether a sign permit should be required because Quaker Oats is an active commercial product. Chairperson Teich requested that the portfolio of the chosen artist be presented to the Commission so they can ensure the quality of the work.

**MOTION BY COMMISSIONER VAN EPPS TO APPROVE HDC RESOLUTION NO. 2023-3  
AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS APPROVING THE**



**PROJECT TO RESTORE THE QUAKER OATS MURAL OVERLOOKING MAIN STREET PLAZA AS PRESENTED IN THE APPLICATION SUBMITTED BY THE SHIAWASSEE ARTS COUNCIL. THE MOTION WAS SECONDED BY COMMISSIONER POWELL.**

**HISTORIC DISTRICT COMMISSION  
RESOLUTION NO. 2023-3**

**AUTHORIZING ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS  
FOR REHABILITATION OF THE GHOST MURAL  
AT 112 S. WASHINGTON STREET**

WHEREAS, the Historic District Commission of Owosso, Michigan, has received an application from the Shiawassee Arts Council to rehabilitate the Quaker Oats ghost mural at 112 S. Washington St; and

WHEREAS, the building at 112 S. Washington Street is a contributing structure according to the 2010 Historic District Report; and

WHEREAS, the Commission was established to ensure the historic nature of district is preserved using the guidelines set forth by the United State Secretary of the Interior; and

WHEREAS, the application was found to be complete, and the applicant wishes to work with the property owner to rehabilitate the ghost mural.

NOW THEREFORE BE IT RESOLVED by the Downtown Historic District Commission of the City of Owosso, Shiawassee County, Michigan that:

FIRST: it is hereby determined the historic, architectural value, significance of the resource, and its relationship to the historic value of the surrounding area will not be adversely affected by the proposed work.

SECOND: the relationship of the proposed architectural features of the resource to the rest of the resource and to the surrounding area meets the requirements of the Secretary of the Interior's Standards for the Treatment of Historic Properties.

THIRD: the materials used are generally compatible with the design, arrangement, and texture required by the Standards.

FOURTH: the proposed work meets the aesthetic values of the District.

FIFTH: the portfolio of the artist selected to perform said rehabilitation shall be presented to the Commission for inspection.

**AYES 5, NAYS 1. MOTION CARRIED.**

**PUBLIC COMMENTS:**

Piper Brewer inquired about the status of the façade at Fifth Third Bank. She indicated that she had heard that the project is on indefinite hold, and she asked if there was anything the City could do to pressure the owners into taking action to improve its appearance. It was noted that the HDC can't do anything until the building starts falling apart, until then it would be a code enforcement issue for the City.

There was general discussion regarding property owners that have modified their buildings without the permission of the HDC, whether letters should be sent to property owners each year informing them of their obligations regarding the historic district, the Commission's request that realtors distribute historic district information when selling a property within the district, the fact that the state did away with all of the historic tax credits that used to be an incentive for improvements, being cognizant that many building owners are hobby owners, and building owners that don't keep up their buildings and yet refuse to sell them. Mayor Teich agreed to discuss with the City Manager the idea of inviting building owners to a City Council meeting to provide an update on their rehab projects.

## **ITEMS OF BUSINESS** (continued)

- 3) **Aviator Jayne Façade – Status Update.** (This item was added to the agenda.)  
A discussion to determine the status of the Aviator Jayne façade. At their February meeting the Commission had authorized sending a letter to the owners of the building requiring they take action to stabilize the building façade within 60 days. Due to the absence of the City Manager, the exact mailing date of the letter was not known, and no determination could be made as to whether the 60-day deadline had passed. The Commission requested staff email them with a copy of the letter and the date when the letter was sent. Commissioner Van Epps requested the item be placed on the May agenda if the issue remains unresolved.

## **BOARD COMMENTS:**

The Commission turned their attention to the condition of the remnants of the Matthews/Mueller Building. Temporary windows on the east side of the building are starting to fall out and present a danger to people and the structure itself. The building owner is required by court order to install permanent windows and the Commission would like to pursue enforcement. There was a discussion regarding whether the owner had any future plans for the building. It was noted that the owners would consider selling the property, but they are currently refusing all offers because it's involved in a lawsuit.

Secretary Hathaway noted the Commission's frustration with all of the obstacles that get in the way of them upholding their mission. He encouraged them to do what they can and not to give up.

Chairperson Teich indicated that he had been watching SHPO webinars as of late and encouraged his fellow Commissioners to take advantage of the resource.

**NEXT MEETING:** March 15, 2023.

## **ADJOURNMENT:**

**ADJOURNMENT BY CHAIRMAN TEICH AT 7:09 P.M.**

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Philip Hathaway, Secretary

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

April 25, 2023

4:30 P.M.

W.W.T.P.

1. Roll (4:30 P.M.)  
Members Present: R. Holzheuer, R. Suchanek, J. Archer, J. Sawyer  
Alternates Present: T. Crawford  
Others Present: T. Guysky, WWTP Superintendent/Board Secretary  
J. Bloomfield, Owosso Twp/Caledonia Twp Utility Authority
2. Minutes of the March 28, 2023 meeting: Motion by Suchanek to approve the March 28, 2023 meeting minutes. Support by Holzheuer. Discussion centered around Sawyer's objection to the phrase "removal of all text in item 4a) Hydrogen Sulfide Mitigation referring to the hydrogen sulfide study and the resulting directives for mitigation." Additional general discussion concerned Sawyer's opinion that certain sections of the minutes lack context, as well as discussion related to the City of Owosso's Sanitary Sewer Overflow (SSO) mitigation efforts and the City of Owosso's ability to impose deadlines on the service units for H2S mitigation measures. Sawyer noted Corunna's current and historical usage of their retention basin to divert flow from the collection system. He also noted a work session to review the 1977 Wastewater Plant Agreement may be a good idea. Motion by Sawyer to approve the minutes of the March 28, 2023 meeting amended as follows: strike the phrase "removal of all text in item 4a) Hydrogen Sulfide Mitigation referring to the hydrogen sulfide study and the resulting directives for mitigation." and replace with "removal of all text in 4a) Hydrogen Sulfide Mitigation following the first two sentences". Motion fails for lack of support. Sawyer noted he believed minutes approved otherwise would be incorrect. Vote on Suchanek's original motion to approve carries 3-1 (Suchanek – yes, Archer – yes, Holzheuer – yes, Sawyer – no).
3. Secretary's Report:
  - a) Plant Performance Summary (March 2023): Guysky noted full permit compliance for March 2023.
  - b) Plant Operations and Staffing: Guysky noted higher flows in April due to seasonal wet weather events which resulted in expected increase in chemical and energy usage. With regard to staffing, there are three positions currently open: Operator/Mechanic, Plant Shift Attendant, and Part-Time Lab Technician. A seasonal part time position has been filled, with plans to utilize that person in the laboratory.
  - c) WWTP Project Updates: Guysky notified the Board construction on the Solids Handling project is progressing with major equipment closer to delivery and install. Lead times on other equipment will extend project completion into early 2024. The Secondary/Tertiary rehab project (a.k.a. Phase I) design is complete, with bidding scheduled for May 4, with construction possibly starting by October. There was general discussion regarding the plant capacity following all future planned projects, with Guysky noting the plant capacity will remain at 18 MGD, but with full treatment at that flow and a 5 million gallon retention basin.

4. Old Business:
  - a) Hydrogen Sulfide Mitigation: Bloomfield noted the Owosso Township/Caledonia Township Utility Authority had just received their consulting engineer (Prein and Newhof) review of the Review Board-commissioned H2S study. He also noted the Utility Authority Board would need time to review and decide on course of action before anything could be presented to the Review Board. He felt by the May Review Board meeting there would be something to present. Suchanek noted this would be acceptable from the City of Owosso's perspective, though the requirement to have some sort of H2S treatment in place by August 1, 2023 would stand. He also offered that Prein and Newhof would be welcomed at any Review Board meeting if it aided discussion and resolution efforts. There was general discussion on potential mitigation measures such as chemical treatment, vortex manholes and aeration.
5. New Business:

NONE
6. Citizens'/Members' Comments:

Suchanek noted his appreciation for Bloomfield's attendance and his update on the Utility Authority's efforts.

There was further board discussion on H2S mitigation measures in general, Fishbeck study clarifications, and the August 1, 2023 deadlines for at least temporary mitigation measures. Also discussed were wastewater plant capacity and future project plans.
7. Adjourn: Motion to adjourn by Archer. Support by Suchanek. No discussion. Motion carries 4-0. Meeting adjourned at 6:09 p.m.

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

**PARKS AND RECREATION COMMISSION  
REGULAR MEETING**

Draft Minutes of Wednesday, April 26, 2023  
7:00 p.m.  
Owosso City Hall

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

**PLEDGE OF ALLEGIANCE:** Was recited

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

*MEMBERS PRESENT:* Vice-Chair Selbig, Commissioners Smith, Horton, and Bila.

*MEMBERS ABSENT:* Chairman Workman, Commissioners Rodman and Maginity

*OTHERS PRESENT:* Amy Fuller, Rich Lowe, Frank Livingston, Donna Kanan, and Melissa Higbee

**APPROVAL OF AGENDA:** COMMISSIONER HORTON MADE A MOTION TO APPROVE THE AGENDA FOR APRIL 26, 2023. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.

**APPROVAL OF MINUTES:** COMMISSIONER SMITH MADE A MOTION TO APPROVE THE MINUTES FOR MARCH 22, 2023 WITHOUT CHANGES. MOTION SUPPORTED BY COMMISSIONER BILA. AYES ALL, MOTION CARRIED.

**PUBLIC COMMENTS:**

Frank Livingston, a 35-year resident of the City of Owosso spoke about his involvement with both the dog park and the community garden at Collamer Park. Frank explained there is a group of dedicated volunteers who work very hard to make the dog park nice but they and the community gardens need a water source. Commissioner Horton asked Amy Fuller what the Commission would need to do to bring water to that area. Amy responded that a bottle filler-style water fountain could be installed between the gardens and the dog park, to be shared. The cost to run the water line and purchase the fountain would be \$6,000. There was a discussion from the other commissioners supporting this idea. **Commissioner Horton made a motion to spend up to \$7,000 from the park's millage funds on installing water service at Collamer Park. Motion supported by Commissioner Smith. Ayes, all. Motion carried.**

**COMMUNICATIONS:**

None.

**PRESENTATION:**

Melissa Higbee and Donna Kanan from the Shiawassee Conservation District presented an invasive species survey of the city parks.

**ITEM OF BUSINESS:**

Rudy DeMuth Fields: The Commission discussed the presentation given at the previous meeting by Chris Harrand and Kris Poag and reviewed the needs at the fields. Commissioner Bila suggested purchasing AEDs for all of the fields, Amy Fuller will research grant opportunities for AEDs. **Commissioner Horton made a motion to authorize staff to spend up to \$8,000 for the purchase of one new scoreboard and two new**

**doors for the outbuildings from the park's millage funds. Motion supported by Commissioner Smith. Ayes, all. Motion carried.**

Fitness Course: There was no update on this item.

Hopkins Lake Trails: The Commission briefly discussed the need for more directional signage and decided to add this item to the next month's agenda.

**Next Meeting**: May 24, 2023, at 7:00 PM at City Hall.

**PUBLIC/COMMISSIONERS COMMENTS:**

**ADJOURNMENT**: COMMISSIONER HORTON MADE A MOTION TO ADJOURN AT 8:35 P.M. MOTION SUPPORTED BY COMMISSIONER BILA. AYES ALL, MOTION CARRIED.

Respectfully submitted by:  
Amy Fuller, Assistant City Manager