

PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING WILL BE A VIRTUAL MEETING

The Owosso City Council will conduct a virtual meeting August 3, 2020 that is consistent with Gov. Gretchen Whitmer's executive directive regarding public meetings during the COVID-19 pandemic.

**OWOSSO CITY COUNCIL
Monday, August 3, 2020
at 7:30 p.m.**

The public may attend and participate in public comment.

- **Join Zoom Meeting:**
<https://us02web.zoom.us/j/88451313126?pwd=cZlnRXpUbFdUcUpQVTNtVWhgd2h3dz09>
- **Meeting ID: 884 5131 3126**
- **Password: 031549**
- **One tap mobile**
 - +13017158592,,88451313126#,,,,0#,,031549# US (Germantown)
 - +13126266799,,88451313126#,,,,0#,,031549# US (Chicago)
- **Dial by your location**
 - +1 312 626 6799 US (Chicago)
 - +1 646 558 8656 US (New York)
 - +1 301 715 8592 US (Germantown)
 - +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.**

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on August 3, 2020 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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

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

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, AUGUST 03, 2020
7:30 P.M.**

Virtual Meeting

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 20, 2020:

ADDRESSING THE CITY COUNCIL

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. Rezoning 715 S. Washington Street. Conduct a public hearing to receive citizen comment regarding the proposal to rezone the property located at 715 S. Washington Street from R-2 Two-Family Residential District to B-1 Local Business District.
2. Retirement Ordinance Amendment. Conduct a public hearing to receive citizen comment regarding the proposed amendment to Chapter 2, Administration, Article VII, Municipal Employees' Pensions, to transfer authority from the Retirement Board to MERS.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

1. Set Public Hearing - Rezoning N. Washington Street. Set a public hearing for Tuesday, September 8, 2020 to receive citizen comment regarding the rezoning of the property on North Washington Street from RM-1, Multiple Family Residential District – Low Rise, to RM-1, Multiple Family Residential District – Low Rise with Planned Unit Development (PUD) overlay.
2. OMS/DDA Revolving Loan application. Authorize the Revolving Loan application for Owosso Main Street/DDA for \$34,257.00.
3. OMS/DDA Revolving Loan Fund – Annual Review & Modifications. Approval of the 2020/2021 OMS/DDA Loan & Grant Manual review & modifications.
4. Fitness in the Parks. Approve the request from the Parks and Recreation Commission to allow the use of Owosso City Parks by organizations and businesses for outdoor fitness and exercise classes.
5. Metro Act Permit – Everstream Holding Company, LLC-First Street. Approval of the Right-Of-Way Telecommunications Permit application from Everstream Holding Company, LLC (Cleveland, OH) for the installation and maintenance of an underground and aerial fiber optic cable along the east side of First Street from Oliver Street northerly to King Street, then along the north side of King Street from King Street westerly approximately 150’ to a junction box and service connection to Memorial Healthcare Hospital
6. GIS Support Services – Water & Sewer System Mapping Services. Approval to amend professional services agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as an addendum to city council approved resolution 26-2015 dated April 6, 2015, providing additional GIS & Asset Management Services in the amount of \$20,000.00.
7. Boards and Commissions Appointment. Approve the following Mayoral Boards and Commissions appointments:

| Name | Board/Commission | Term Expires |
|-----------------|-------------------------|---------------------|
| Sue Osika | Historical Commission | 11/09/2020 |
| Betsey Galloway | Historical Commission | 12/31/2020 |

8. Warrant No. 587. Authorize Warrant No. 587 as follows:

| Vendor | Description | Fund | Amount |
|---------------------------------------|--|-------------|---------------|
| Shiawassee Area Transportation Agency | Annual local funding commitment for FY 20/21 | General | \$64,047.97 |
| BS&A Software | Annual service and support for ten modules – 08/01/2020-08/01/2021 | Various | \$12,589.00 |
| | | Total | \$76,636.97 |

ITEMS OF BUSINESS

1. Residential Property Purchase Offer. Consider offer to sell 424 Grover Street for \$3,000 and the posting of the 21-day inspection period.

COMMUNICATIONS

1. Owosso Historical Commission. Minutes of July 13, 2020.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, August 17, 2020

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – 1 term expire December 31, 2020

ADJOURNMENT

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

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF JULY 20, 2020
7:30 P.M.**

Mayor Christopher T. Eveleth announced that due to the Governor's orders on social distancing and EO 2020-15 this meeting is being held as a virtual meeting.

He went on to state the following: This evening we have three public hearings scheduled, those wishing to comment as a part of a public hearing need to indicate they would like to comment by typing their name and the name of the street on which the affected property sits (Hamblin, Washington, or Main) into the chat dialogue. If you are joining us by telephone you may raise your hand for either public hearing by typing *9 on your phone; those wishing to comment must indicate so by 7:35 p.m.

After the public hearing opportunity will be provided for citizens wishing to comment on any topic.

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER JEROME C. HABER

PLEDGE OF ALLEGIANCE: MAYOR CHRISTOPHER T. EVELETH

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

ABSENT: None.

APPROVE AGENDA

Motion by Councilmember Bailey to approve the agenda as presented.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 6, 2020

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of July 6, 2020 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Rezoning – 425 & 429 Hamblin Street

City Manager Nathan R. Henne briefly described the rezoning request. He went on to say that the Planning Commission recommended the lots be combined but the zoning remain as it is. In effect this

would allow the owners to tear down the dilapidated home on the site but keep the current shed for storage. No industrial storage would be allowed on the site.

Kelly McIntyre of CIB Planning indicated that analysis of the request found that all of the criteria in the ordinance would be satisfied if the property is used as proposed. Should the use of the property change to something more industrial in nature the surrounding properties may experience a significant loss in the value of their homes.

A public hearing was conducted to receive citizen comment regarding the request to rezone the property 425 & 429 Hamblin Street from R-2, Two Family Residential District, to I-1, Light Industrial District.

The following people commented in relation to the requested rezoning:

Michael Erfourth, 801 W. Oliver Street, relayed his arguments for not allowing the rezoning request saying it would amount to spot zoning, a situation he has been affected by personally. He said that in his case there was an agreement signed requiring certain things take place for the zoning to be changed but that agreement has not been adhered to.

Brian Rinier, 426 Hamblin Street, said he doesn't want industrial zoning to creep into the residential area any further because it would significantly lower his property value and conditions in the neighborhood would only get worse.

Cassandra Boulin, 423 Hamblin Street, had turned in a series of pictures of the neighborhood prior to the hearing, saying there was already commercial property on the parcel. She said there are code violations on the main property owned by the company and they shouldn't be allowed to do the same to this property. She also said she was afraid the rezoning would lower her property value.

Darlene Shepherd, 418 Hamblin Street, said the company that owns the property has long created problems by blocking the streets in the area with their trucks. She also indicated she was concerned that the rezoning would lower her property value and didn't want to industrial stuff so close to her home.

Darlene Rinier, 426 Hamblin Street, said she felt the lot in question is low and would have to be filled to be used. She expressed her concern that if the property were backfilled the resulting runoff would flood her property. She also stated she was concerned the rezoning would negatively affect her property value.

Mayor Eveleth attempted to show a few of the pictures.

Carrie Cobb, applicant, said she was trying to do something good for the neighborhood by tearing down the old home on the property which is in terrible shape. She indicated that if she was not allowed to keep the storage shed on the property she would have nowhere to keep the lawn mowing equipment required to keep the lot in good shape and she would rather give the lot back to the City.

After hearing citizen comment on the topic the Council had a lengthy discussion regarding the following: the Planning Commission's intent to make all parties happy through compromise, the company's lack of follow-through on previous code enforcement demands, why staff would recommend the rezoning while the Planning Commission is not, and the company's plans for the property.

Motion by Councilmember Bailey to adopt the Planning Commission's compromise to allow the lots to be combined while keeping the current zoning.

There was further discussion regarding the intent of the Planning Commission, whether adding further details to the compromise could make all the parties happy, and whether such an agreement would be legal.

City Manager Henne indicated the Planning Commission had spent significant time considering the request and there was no more information or analysis to be done.

Hearing no support, Councilmember Bailey withdrew her motion.

Councilmember Fear said the Planning Commission had tried to come up with a solution that would allow the applicant to keep the shed and also keep the zoning, but if that compromise is not acceptable to the applicant she sees no reason to move forward with any changes.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Councilmember Fear that the application for rezoning and lot combination be denied.

Motion supported by Councilmember Bailey.

Roll Call Vote.

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

NAYS: Councilmember Haber.

Rezoning – Southwest corner of Washington Street and Wesley Drive

City Manager Henne indicated that the property wasn't developed previously due to a lack of water and sewer service. The property needs the PUD overlay to be developed as proposed.

A public hearing was conducted to receive citizen comment regarding the request to rezone the property on North Washington Street from RM-1, Multiple Family Residential District – Low Rise, to RM-1, Multiple Family Residential District – Low Rise with Planned Unit Development (PUD) overlay.

The following people commented in regard to the requested rezoning:

Michael Erfourth, 801 W. Oliver Street, said he thinks the developer's hearts are in the right place but he would like to have seen the sidewalk system extend to this development.

Developers Tom Cook and Anna Owens noted that the idea for developing the property started at an SEDP meeting for the development of new middle income housing. They have formed a limited income company that will develop the property. Every house will have a front porch and a garage. And in response to Mr. Erfourth's concerns, there will be sidewalks in the new development. There is a lot of infrastructure work to be done and the team is now looking at financing options. Further, the RESD is interested in partnering with the development to include a playground that could be used by RESD students and residents. They are hoping to receive Council's support for the plan.

Mayor Eveleth said it was an awesome concept. One that will help grow the City's tax base and water and sewer usage while providing affordable middle range housing.

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

ORDINANCE NO. 808

AMENDING CHAPTER 38 ZONING OF THE CODE OF ORDINANCES TO REZONE THE PARCEL ON THE SW CORNER OF N. WASHINGTON & WESLEY STREETS AND AMEND THE ZONING MAP

WHEREAS, the city council of the city of Owosso received a petition from Bailey Park Homes, L3C, developer of the real property identified as N. Washington Street, parcel number 050-535-000-001-00 to rezone the parcel from RM-1 Multiple-Family Residential District-Low Rise to RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay; and

WHEREAS, the planning commission subsequently published the request and mailed notices of the request to surrounding property owners, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of N. Washington Street as petitioned; and

WHEREAS, the City Council held a public hearing on the request July 20, 2020, heard all interested persons, and deliberated on the request; and

WHEREAS, the City Council finds that the zoning petition meets the intent and criteria for a zoning map amendment, specifically as it relates to the requirements of Section 38-555 of the Code of Ordinances of the City of Owosso.

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

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

| Parcel Address | Current Zoning | Amended Zoning |
|---|--|--|
| N. Washington Street, described as follows: | RM-1 Multiple-Family Residential District-Low Rise | RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay |
| Parcel number: 050-535-000-001-00 | | |
| COM 358' N & 33' W OF INTER S LN SEC 12 & C/L N WASH ST TH W 231' N 6' W 133.7' N 279' E 364.21' S 284' TO POB PART OF SE 1/4 SE 1/4 SEC 12 T7N R2E | | |

SECTION 2. 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 3. EFFECTIVE DATE. This amendment shall become effective August 10, 2020.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

Obsolete Property Rehabilitation Exemption Certificate - 300 W. Main Street

City Manager Henne introduced the topic saying the developers were trying to resurrect the old Woodworth development that had been proposed for the site. The estimated cost of the project would be \$8 million and would qualify for a 12-year abatement. The City would forego approximately \$41,000 in tax revenue for each year of the abatement.

A public hearing was conducted to receive citizen comment regarding the application from Owosso REI Group, LLC for an Obsolete Property Rehabilitation Exemption Certificate for their property at 300 W. Main Street.

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

John Hambrick was on hand representing the developers. The Council inquired as to when repairs to the building might start, when the actual rehabilitation project will start, and what the rehabilitation project will look like. Mr. Hambrick noted that repairs should start within the week. He also went on to say that plans for the project are currently in flux due to the further deterioration of the riverside building as well as the negative effects that COVID has had on their planned tenants (three restaurants). They may raze the riverside building and possibly the middle building because they may be too far gone at this point, the analysis is currently underway.

There was discussion as to whether Councilmember Pidek had a conflict of interest if he is one the three prospective restaurant tenants. City Attorney Scott J. Gould indicated there was no conflict as he has nothing to gain financially from tonight's decision.

Motion by Councilmember Pidek to approve the Obsolete Property Rehabilitation Exemption Certificate for 300 W. Main Street as follows:

RESOLUTION NO. 104-2020

**APPROVE THE APPLICATION FOR AN
OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE FROM OWOSSO REI
GROUP, LLC
FOR PROPERTY LOCATED AT 300 W. MAIN STREET**

WHEREAS, the City of Owosso is a Qualified Local Government Unit within the State of Michigan and is empowered to provide tax exemptions for increased value of rehabilitated facilities within the City; and

WHEREAS, after public notice and a public hearing on April 18, 2016, the City Council of the City of Owosso approved an Obsolete Property Rehabilitation District at 300 W. Main Street in Owosso, Michigan. As provided by section 4(2) of Public Act 146 of 2000, said property more particularly described as:

PART OF ORIGINAL PLAT DESCRIBED AS; SOUTH 1/2 BLOCK 24 & SOUTH 10' OF NORTH 1/2 BLOCK 24, ALSO ADJACENT RESERVE 1, LYING BETWEEN EAST BANK OF SHIAWASSEE RIVER AND SAID DESCRIPTION

WHEREAS, the City Clerk received an application on March 5, 2020 from Nemer Hadad, authorized agent for Owosso REI Group, LLC owners of the property, for an Obsolete Property Rehabilitation Exemption Certificate; and

WHEREAS, notice of a public hearing concerning the application for an exemption certificate was provided to the Assessor of the City and the legislative body of each taxing unit that levies ad valorem property taxes in the City; and

WHEREAS, the City finds that the property meets the definition of an obsolete property as defined in section 2(h) of Public Act 146 of 2000 and the application for the exemption certificate is complete; and

WHEREAS, the City finds that the property relates to a rehabilitation program that when completed constitutes a "rehabilitated facility" within the meaning of P.A. 146 of 2000, and said property is located within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of PA 146 of 2000; and

WHEREAS, it has been found that the rehabilitation of the obsolete property is calculated to, and will at the time of the issuance of the certificate, have the reasonable likelihood to increase commercial activity, retain and create employment, and revitalize the downtown; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of the property already exempt under PA 146 of 2000 and under PA 198 of 1974 does not exceed 5% of the total taxable value of the unit; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the rehabilitation work described in the application had not commenced prior to the establishment of the District.

NOW, THEREFORE, BE IT RESOLVED that, based on the findings above made at public hearing, the City Council of the City of Owosso authorizes the application for an Obsolete Property Rehabilitation Exemption Certificate at 300 W. Main Street for a period of 12 years; and

ALSO, BE IT RESOLVED that the rehabilitation shall be completed within eighteen (18) months from the date of approval of said application, and

FURTHERMORE, BE IT RESOLVED that the application and resolution are authorized for submittal to the State Tax Commission for final review and authorization.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 West M-21, thanked Council for decision to deny the rezoning for Trebor and asked what the exact plans are for the Matthews Building.

Mike Cline, 204 Stratford Drive, expressed his frustration with the Zoom app, saying he was not able to speak during the item addressing the Washington Street rezoning. He went on to say that he sees signs of all types, old and new, that are violating the sign ordinance. He would like to see stepped up enforcement of the ordinance.

Michael Erfourth, 801 W. Oliver Street, spoke about communications issues with the City saying people are treated as afterthoughts.

Mayor Eveleth expressed pride at the fact that the state of Michigan ranked 3rd on the list of best responders to the census. He went on to say that Owosso's response rate is even higher than the state's and he was willing to knock on doors to make it even better.

Mayor Pro-Tem Osika announced a \$20,000.00 grant that is available through the CARES Act for small businesses. Interested parties should contact Justin Horvath at the SEDP.

Councilmember Fear said she has been approached by several people about making adjustments to the animal ordinance to allow people to keep chickens within the City limits. She asked if it would be possible for the Planning Commission to take a look at the ordinance.

Motion by Councilmember Fear to ask the Planning Commission to review the animal ordinance with a view to allowing people to keep poultry within the City limits.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

CONSENT AGENDA

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

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

| Name | Board/Commission | Term Expires |
|----------------|---------------------|--------------|
| Thomas Taylor* | Planning Commission | 06-30-2023 |

* Indicates reappointment

Midwest Brass & Gas Car Parking Permission. Approve the application from the Midwest Brass & Gas for use of a portion of the southwest corner of the Comstock Parking Lot from 9:00 am on August 16, 2020 until 6:00 pm August 21, 2020 to park trucks and trailers associated with the group's tour of Shiawassee County, and authorize Traffic Control Order No. 1436 formalizing the action.

OMS/DDA RLF Loan Funding Approval – Apple Tree Lane. Approve the application from The Bake Shop and Coffee House, Inc. dba Apple Tree Lane/Wooden Crate Popo requesting a loan from the OMS/DDA Revolving Loan Fund in the amount of \$25,000.00 for expansion of their business at 207 N. Washington Street as follows:

RESOLUTION NO. 105-2020

**AUTHORIZING THE APPROVAL
OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO
APPLE TREE LANE/WOODEN CRATE POPCORN CO.
ASSOCIATED TO WORK AT 207 N. WASHINGTON STREET**

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

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

WHEREAS, on July 1, 2020 a loan application was submitted to the OMS/DDA for a loan request from

The Bake Shop and Coffee House, Inc. dba Apple Tree Lane/Wooden Crate Popcorn Co. for \$25,000.00 for business expansion costs associated with business located at 207 N. Washington Street.

WHEREAS, on July 14, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved the application, giving it an overall score of 75. This score is well above the 30 points required for consideration. The Committee determined the loan award for \$25,000.00.

WHEREAS, on July 15, 2020 the OMS/DDA Board of Directors approved the Revolving Loan Committee recommendations.

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

FIRST: The City of Owosso approves the loan of **\$25,000.00** to The Bake Shop and Coffee House, Inc. dba Apple Tree Lane/Wooden Crate Popcorn Co. for business expansion costs associated with business located at 207 N. Washington Street, according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

Warrant No. 586. Authorize Warrant No. 586 as follows:

| Vendor | Description | Fund | Amount |
|----------------------------|---|-------------|---------------|
| Caledonia Charter Township | Caledonia Utility Fund payment-4/1/20-6/30/20 | Water | \$31,190.25 |
| Owosso Charter Township | Owosso Charter Township 2011 Water Agreement payment-4/1/20 - 6/30/20 | Water | \$13,693.96 |
| Gould Law PC | Professional services-6/14/20-7/13/20 | General | \$13,720.20 |

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

Mayor Eveleth announced the second session of citizen comments. Anyone wishing to comment should indicate so in the chat box or, if joining the meeting by telephone, by dialing *9.

ITEMS OF BUSINESS

Waiver of Penalty Fees - Property Transfer Affidavit

Motion by Mayor Pro-Tem Osika to approve the following resolution authorizing the waiver of late fees for Property Transfer Affidavits filed outside the 45-day requirement:

RESOLUTION NO. 106-2020

WAIVING PENALTY FEES AND INTEREST FOR FAILURE TO FILE A PROPERTY TRANSFER AFFIDAVIT

WHEREAS, MCL 211.27a(10) requires the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission; and

WHEREAS, MCL 211.27b(1) imposes penalties for the failure to file a Property Transfer Affidavit after the 45 day period has elapsed; and

WHEREAS, MCL 211.27b(5) allows the governing body of the local tax collecting unit to waive, by resolution, the penalty levied under subsection (1); and

WHEREAS, the City of Owosso hereby waives the penalties for failure to file a Property Transfer Affidavit within 45 days of a transfer of ownership.

NOW THEREFORE BE IT HEREBY RESOLVED, that the City of Owosso hereby waives penalties under Section 211.27b(1) of the General Property Tax Act.

IT IS FURTHER RESOLVED that all resolutions or parts of resolution in conflict herewith are hereby repealed.

Motion supported by Councilmember Pidek.

Roll Call Vote.

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

NAYS: None.

First Responder Hazard Pay Premiums Program Application

Motion by Councilmember Bailey to approve application to the State of Michigan for First Responder Hazard Pay Premiums Program funds and authorize a \$1,000.00 payment to each of the 35 Police and Fire/EMS employees by September 30, 2020 as detailed below:

RESOLUTION NO. 107-2020

RESOLUTION AUTHORIZING FIRST RESPONDER HAZARD PAY PREMIUMS GRANT (FRHPPP) APPLICATION

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department has been notified by the Michigan Department of Treasury that it is eligible for a FRHPPP grant; and

WHEREAS, the FRHPPP has allotted \$100 million statewide to create a hazard pay benefit program for municipal first responders, fire fighters, police, and EMS employees for hazards endured during the COVID-19 emergency; and

WHEREAS, each eligible employee may receive up to \$1000; and

WHEREAS, each city is eligible for up to \$5 million; and

WHEREAS, the City of Owosso Public Safety Department employs 35 eligible employees in the police and fire department; and

WHEREAS, the grant application deadline is September 30, 2020 on a first-come, first-served basis; and

WHEREAS, the current grant approval date is November 14, 2020.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to award a \$1000 one-time payment to its 35 eligible public safety employees for a cost to the City of Owosso of \$35,000.

SECOND: The City of Owosso directs city staff to submit a FRHPPP grant application and to set the payout date for the benefit for September 30, 2020.

THIRD: The above expenses shall be paid from the General Fund, accounts 101.300.702.100, 100.300.702.120, and 101.335.702.100.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

COMMUNICATIONS

N. Bradley Hissong, Building Official. June 2020 Building Department Report.

N. Bradley Hissong Building Official. June 2020 Code Violations Report.

N. Bradley Hissong Building Official. June 2020 Inspection Report.

N. Bradley Hissong Building Official. June 2020 Certificates Issued Report.

Kevin D. Lenkart, Public Safety Director. June 2020 Police Report.

Kevin D. Lenkart, Public Safety Director. June 2020 Fire Report.

CITIZEN COMMENTS AND QUESTIONS

Michael Erfourth, 801 W. Oliver Street, said that he felt the City should have performed a walk-through prior to the construction project near his home to see what they thought about it before making any changes to the neighborhood. He said he thought he should have been contacted before the City removed a sidewalk access near his home and asked that it be put back in.

Tom Manke, 2910 W. M-21, thanked Council for honoring first responders.

Mike Cline, 204 Stratford Drive, noted that no one on the Council had responded to his comments on signs. He asked why the subject was not getting addressed as part of code enforcement and threatened to pull offending signs down himself.

Councilmember Law asked if Retriever Solutions had fulfilled all of the terms of the agreement signed when the City agreed to rezone their property.

Councilmember Fear and City Manager Henne debated the level at which the City is responsible for communicating with residents when a construction project is proposed.

Councilmember Fear noted that things would be better for everyone if the City made more effort to communicate and educate citizens.

Mayor Eveleth noted that Councilmember Fear's comments were well received. He said he would love to see the City hire a person that would be responsible solely for constituent relations.

NEXT MEETING

Monday, August 03, 2020

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – 2 terms expire December 31, 2020

ADJOURNMENT

Motion by Mayor Pro-Tem Osika for adjournment at 10:14 p.m.

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

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

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

DATE: July 29, 2020
TO: Mayor Eveleth and the Owosso City Council
FROM: Nathan Henne, City Manager
SUBJECT: Rezoning Request for 715 S Washington Street; Parcel 050-651-032-001-00

RECOMMENDATION:

Staff and the Planning Commission recommends setting a public hearing for Monday, August 3, 2020 at 7:30 p.m. to receive citizen comment and consider the rezoning request.

BACKGROUND:

The Planning Commission held a public hearing at its regularly scheduled meeting on June 22, 2020 to hear a petition to rezone parcel 050-651-032-001-00, also known as 715 S Washington Street from R-2 Two-Family Residential District to B-1 Local Business District.

The proposed rezoning would allow for the expansion of a local business – Josh's Frogs – animal breeding facility. This location would not involve retail customers. Traffic would consist of approximately 20 employees.

The Planning Commission, after mailing notices and holding a public hearing, voted to approve the rezoning request at its regular meeting on June 22, 2020.

APPLICATION FOR REZONING

CITY OF OWOSSO

301 W. Main Street, Owosso, Michigan 48867, TX 989-725-0540, FX 989-723-8854

Note to Applicants:

1. In order that this application may be processed, the applicant must completely fill in the application and make a non-refundable payment of Three Hundred Dollars (\$300) to the Treasurer's Office, to cover costs associated with the processing.
2. The applicant or his/her representative must be present at the Planning Commission and City Council public hearings for action to be taken on this request.

TO THE OWOSSO CITY COUNCIL:

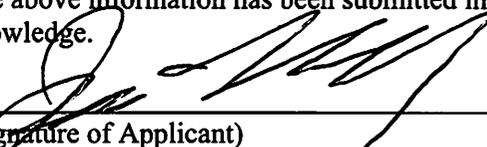
I, (we), the undersigned, do hereby respectfully make application and petition the City Council to amend the Zoning Ordinance and change the Zoning Map as hereinafter requested,

1. PROPERTY TO BE REZONED: Street Address 715 S. Washington, Owosso, MI 48867
 Description: (lot, block or metes and bounds) Block 32 Lots 5,6,7,8,9,10: Church building and parking Lot
050-651-032-001-00
 Frontage in Feet 242' Depth in Feet 263.87' 178 x 264
2. PROPERTY OWNERSHIP: (Name, Address, and Phone Number) 1.079
West Michigan District Wesleyan Church, 715 South Washington, Owosso, MI 48867 PH. 616-827-9451
3. ZONING REQUEST Current Zoning R2 Requested Zoning B1
 Proposed Use of the Property Animal Breeding Facility

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

Our business at this location will not involve retail customers. Traffic will be workers (expected 20) and the occasional tour group. No new signage planned except replacing current signage.

The above information has been submitted in support of the rezoning and is accurate and truthful to the best of our knowledge.



(Signature of Applicant)

222 South Elm, Owosso, MI 48867

(Address)
517-375-3773

(Phone)

(Signature of Co-Applicant)

___ Legal Representative
___ Owner
___ Option to Purchase

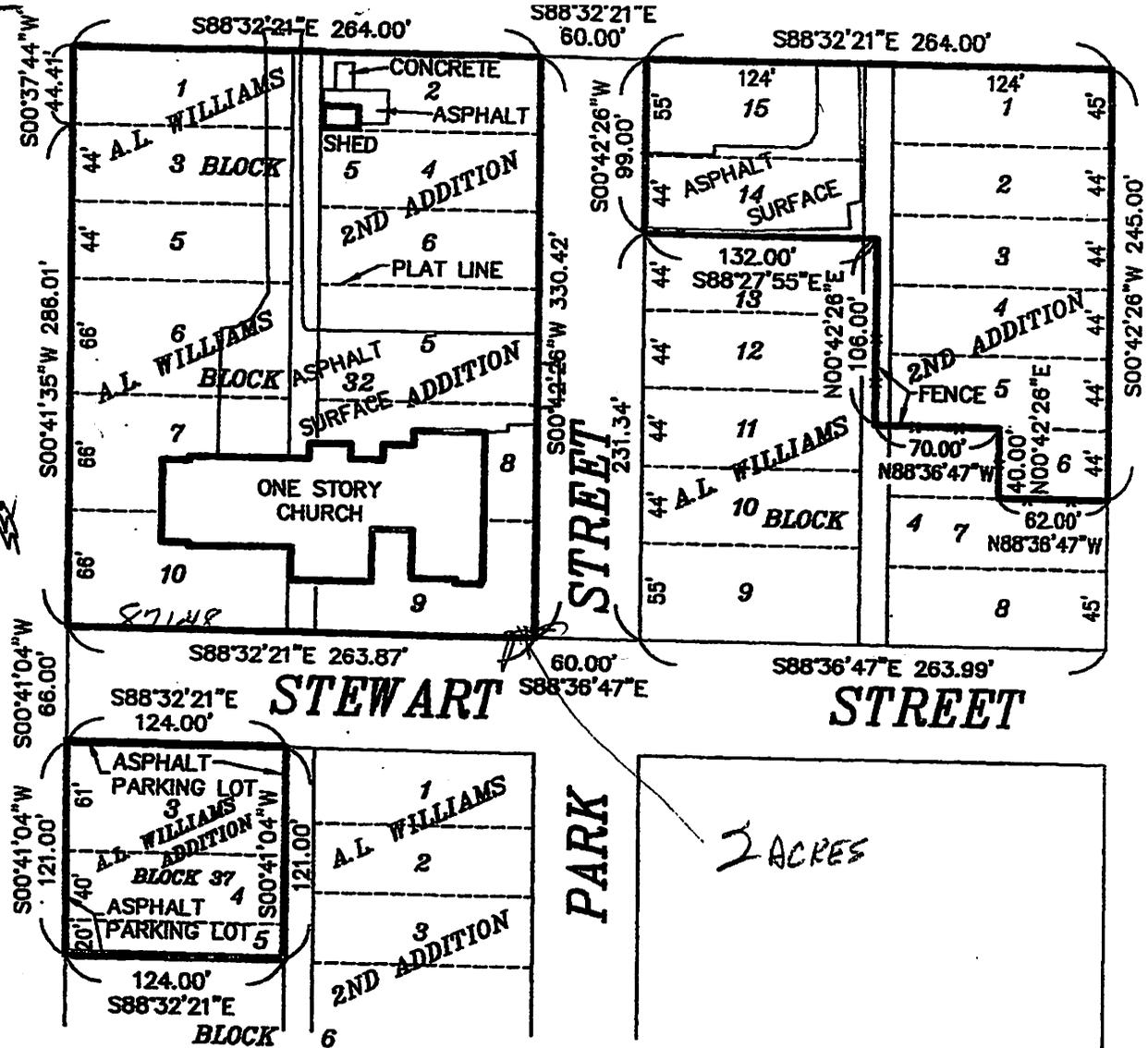
FOR OFFICIAL USE ONLY
Case # PCE 2020-02
Receipt # 511019
Date Filed 5/27/2020
Description Checked ✓

Zoom meeting
Planning Commission Hearing Date 6/22/2020
Action Taken _____
City Council Hearing Date _____
Action Taken _____

WASHINGTON STREET

SAGINAW STREET

322



We hereby certify that we have examined the property herein described; that the improvements as shown are entirely within the property lines; and that there are no existing encroachments upon the lands described, other than as shown.

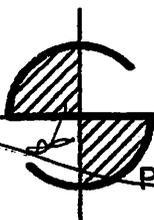
43560

Mark L. VanRaemdonck
 Mark L. VanRaemdonck, PS 24622

LANDMARK SURVEYING

204 N. SHIAWASSEE ST.
 OWOSSO, MI 48867

PHONE (989) 725-8725
 FAX (989) 725-2452



OFFICIAL NOTICE OF PROPOSED REZONING
VIRTUAL MEETING

City of Owosso is inviting you to a scheduled Planning Commission Zoom meeting on June 22, 2020 at 6:30 pm.

Join Zoom Meeting

<https://us02web.zoom.us/j/82239418627?pwd=a2tPMFZuQWFpMG92OU9Ka0xTbTFIQT09>

Meeting ID: 822 3941 8627

Password: 167256

One tap mobile

+16465588656,,82239418627#,,1#,167256# US (New York)

+13017158592,,82239418627#,,1#,167256# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 822 3941 8627

Password: 167256

A Public Hearing will be held on a proposal to rezone the property described below. The proposed rezoning would allow for the expansion of a local business – Josh's Frogs – animal breeding facility. This location would not involve retail customers. Traffic would consist of approximately 20 employees.

APPLICANT: #PREZ 2020-02 Joshua Williard, Owner of Josh's Frogs
222 South Elm Street
Owosso, MI 48867

PROPERTY OWNER: West Michigan District Wesleyan Church
715 S Washington Street
Owosso MI, 48867

PROPERTY ADDRESS: 715 S Washington Street

PROPOSED REZONING: FROM: R-2 Two-Family Residential District
TO: B-1 Local Business District

PROPERTY DESCRIPTION: Parcel number: 050-651-032-001-00
Legal/Tax Description: LOTS 5 6 7 8 9 & 10 (EX N 20' OF LOTS 5 & 6 & ALLEY ABUTTING SD LOTS 5 & 6) BLK 32 A L WILLIAMS ADD

LOT SIZE: 1.079 acres Frontage: 178 feet Depth: 264 feet

MEETING INFORMATION: Owosso City Planning Commission regular meeting on Monday, June 22, 2020. This is a Virtual Meeting.

WRITTEN COMMENTS: Written comments may be submitted to the building department office at city hall or by email to building@ci.owosso.mi.us any time prior to the meeting. Further information on this case is on file in the Building Department for your review.

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes 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 or calling the following: Amy Kirkland, City Clerk, 301 W. Main St, Owosso, MI 48867 (989) 725-0500. Website address is www.ci.owosso.mi.us.

OWOSSO



RESOLUTION NO.

**TO SET A PUBLIC HEARING TO CONSIDER AMENDING CHAPTER 38 ZONING
OF THE CODE OF ORDINANCES
TO REZONE THE PARCEL AT 715 S WASHINGTON STREET AND AMEND THE ZONING MAP**

WHEREAS, the city council of the city of Owosso received a petition from Josh Willard, Josh's Frogs, at the real property identified as 715 S. Washington Street, parcel number 050-651-032-001-00 to rezone the parcel from R-2 Two-Family Residential District to B-1 Local Business District; and

WHEREAS, the planning commission subsequently published the request and mailed notices of the request to surrounding property owners, held a public hearing on the request, and deliberated on the request; and

WHEREAS, the city staff and planning commission recommend, without reservations or conditions, the rezoning of 715 S. Washington Street as petitioned; and

WHEREAS, the item must now be considered by the city council and a public hearing by the council is required before any such ordinance amendment can be acted upon.

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

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

| Parcel Address | Current Zoning | Amended Zoning |
|--|-------------------------------------|-----------------------------|
| 715 S. Washington Street described as follows: | R-2 Two-Family Residential District | B-1 Local Business District |

Parcel number: 050-651-032-001-00
Legal/Tax Description: LOTS 5 6 7 8 9 & 10 (EX N 20' OF LOTS 5 & 6 & ALLEY ABUTTING SD LOTS 5 & 6) BLK 32 A L WILLIAMS ADD

SECTION 2. PUBLIC HEARING. A public hearing is set for Monday, August 3, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendment.

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

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

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



June 17, 2020

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

Subject: Rezoning Request
Location: 715 S. Washington at the southeast intersection of S. Washington and Stewart Street
Size of Site: 1.5 acres
Request: To rezone roughly 1.5 acres from R-2, Single-Family Residential to B-1, Local Business District.
Applicant: Josh Willard, Josh's Frogs

Dear Planning Commissioners:

At your request, we have reviewed the above application from Josh Willard, owner of Josh's Frogs to rezone 1.5 acres of the subject property from R-2, Single-Family Residential to B-1, Local Business District. The applicant is proposing to expand his existing business into the vacant church located on the property. Josh's Frogs has been a staple business in the City of Owosso for a number of years, and this site presents the ideal space for growth of this company.

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

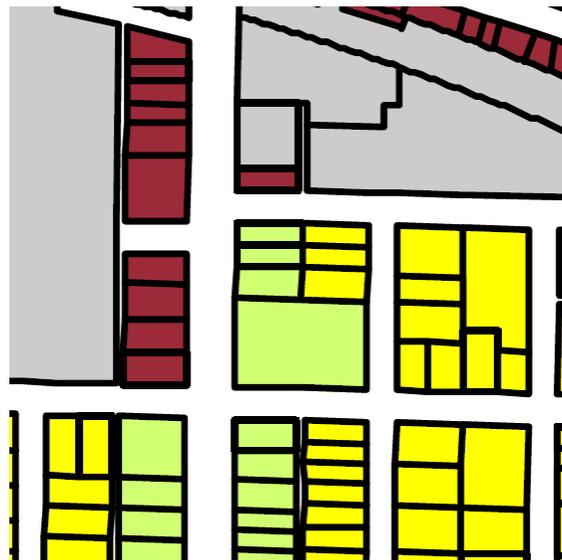
LOCATION AND DESCRIPTION

The subject parcel is located at the located at 715 S. Washington Street at the intersection of Stewart Street. The site is the location of a former church that has been recently vacated.

EXISTING LAND USE, ZONING AND FUTURE LAND USE

| | Existing Land Use | Zoning | Master Plan |
|---------------------|-------------------|--------------------------------|---------------------------|
| Subject Site | Vacant Church | R-2, Single Family Residential | Single Family Residential |
| North | Single Family | R-1 & R-2 | Single Family |
| South | Single Family | R-1 & R-2 | Single Family |
| East | Single Family | R-1 One Family Residential | Residential |
| West | Commercial | B-4 General Business District | Commercial |

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



DISCUSSION

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

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

Finding – It is our opinion that this rezoning would not significantly impact the neighborhood, conflict with the overall goals of the Master Plan, or impact the intent of the Zoning Ordinance.

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

Finding – This site would be compatible with the host of uses permitted under the B-1 Zoning Classification.

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

Finding – To our knowledge, no evidence exists showing that the applicant could not receive a reasonable return on investment through developing the property as residential. In this case, the applicant will not be changing any of the exterior facility, or existing signage and would keep all business operations confined within the building. The existing parking lot will provide ample parking for the limited number of employees (15-20) that will be located on site.

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

Finding – The B-1 Local Business District is intended to meet the day-to-day convenience shopping and service needs of persons residing in adjacent residential areas. The uses in this district are minimal in intensity and are not intended to be a disruption to existing residential areas. The uses in this district are far more compatible and less intense than the B-4 zoning that is located directly east of this property fronting along S. Washington.

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

Finding – Services to this site are sufficient to meet the needs of the proposed use.

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

Finding – There are very few properties within the city that are zoned B-1, which is the lowest commercial zoning district that still permits the proposed use.

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

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

RECOMMENDATION

Based upon the above comments, **we recommend approval of the rezoning request for Josh's Frogs to be located at 715 S. Washington Street based on the following items;**

1. That the request is not in conflict with the Master Plan or the Zoning Ordinance;
2. The site is compatible with uses in the proposed B-1 Zoning District;
3. The applicant is not rezoning just to increase the return on investment of the property;
4. That infrastructure to the site is sufficient; and
5. The request has not been previously submitted to the City for consideration;

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

Sincerely,

CIB Planning



Justin Sprague
Vice President



MEMORANDUM

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

DATE: July 1, 2020

TO: Mayor Eveleth and the Owosso City Council

FROM: Amy K. Kirkland, City Clerk

SUBJECT: Retirement Board Ordinance Amendments

RECOMMENDATION:

I recommend Council set a public hearing for August 3, 2020 to receive citizen comment on the proposed amendments to the Retirement Ordinance

BACKGROUND:

Effective June 1, 2020 the assets of the City of Owosso Employees' Retirement System were transferred to MERS. Now the Retirement Ordinance must be amended to reflect that change as well as instill authority to administer the system with MERS. The attached changes leave intact the provisions governing benefits.

RESOLUTION NO.

**SETTING A PUBLIC HEARING TO
AMEND CHAPTER 2, ADMINISTRATION,
ARTICLE VII, MUNICIPAL EMPLOYEES' PENSIONS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan has an independent pension system covering a portion of its employees; and

WHEREAS, the City has transferred custody and administration of the system to the Municipal Employees' Retirement System of Michigan; and

WHEREAS, the ordinance governing the pension system must be amended to reflect said changes; and

WHEREAS, a public hearing shall be scheduled to receive citizen comment regarding the amendments.

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

SECTION 1. AMENDMENT. That Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-401, Name and establishment shall be amended as follows:

Sec. 2-401. - Name and establishment.

(a) The city employees' retirement system, hereinafter called the "retirement system," is hereby established for the purpose of providing retirement allowances and survivor benefits for the employees of the city and their eligible dependents. The retirement system shall be maintained for the exclusive benefit of members and is intended to comply with the requirements of section 457(a) of the Internal Revenue Code of 1986, as amended from time to time (the "code"), with the requirements of any regulations issued thereunder, and with the requirements of any other applicable law. The trustees of the trust established as part of this retirement system are defined in section 2-403.

In accordance with the terms of the retirement system, the trustees have the ability at any time, and from time to time, to amend the retirement system.

To be administered effective December 31, 2005, this retirement system is amended and restated in its entirety to comply with the requirements of the Internal Revenue Code of 1986, as amended by the Uruguay Round Agreements Act, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Uniformed Services Employment and Reemployment Rights Act of 1996, the Internal Revenue Service Restructuring and Reform Act of 1998, the Community Renewal Tax Relief Act of 2000, the Economic Growth and Tax Relief Reconciliation Act of 2001 and all applicable rulings and regulations issued thereunder.

~~(B)~~(b) **As of June 1, 2020, or as soon thereafter as the transfer to the Michigan Employee Retirement System ("MERS") of all assets takes place, the Board of Trustees established by the aforesaid Chapter 2, Article VII, Section 2-403, as amended, and now existing pursuant thereto shall cease to exist. The previous authority to administer the retirement system established by this chapter for all active City employees and City retirees, both past and future, and all other active employees previously covered by this ordinance will be administrated and managed by MERS effective June 1, 2020. Any reference in this ordinance to the duties of the Board of Trustees shall be performed by MERS.**

(c) **The balance of the assets currently held by the Trustees belonging to the City of Owosso Retirement System established by the aforesaid Chapter 2, Article VII, as amended, shall be transferred to MERS on or before June 1, 2020, but remain the assets of the City of Owosso Retirement System and shall be administered by MERS as established under this**

chapter. When transferred, MERS shall credit said assets to the various funds and accounts provided for in this chapter, according to the purpose for which such assets were held and credited in the retirement system created under the aforesaid Chapter 2, Article VII, as amended.

SECTION 2. ADDITION. That the definition for MERS shall be added to Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-402, Definitions as follows:

MERS means Municipal Employee Retirement System. The Municipal Employees' Retirement System of Michigan is an independent, professional retirement services company that administers the retirement plans for Michigan's local units of government on a not-for-profit basis.

SECTION 3. REPEAL & REPLACE. That Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, Section 2-403, Board of Trustees, be repealed in its entirety and restated as follows:

Sec. 2-403. - Board of trustees.

- ~~(a) There is hereby created a board of trustees (the "board") in whom is vested the general administration, management, and responsibility for the proper operation of the retirement system and for making effective the provisions of this article. The board shall consist of seven (7) trustees as follows:~~
- ~~(1) The mayor or a councilman who is not eligible to participate in the retirement system as a member or retiree;~~
 - ~~(2) A second councilman who is not eligible to participate in the retirement system as a member or retiree;~~
 - ~~(3) A citizen who has the qualifications required by the Charter for holding an elective city office and who is not eligible to participate in the retirement system as a member or retiree, to be appointed by the council;~~
 - ~~(4) A police officer member to be chosen by the police officer members;~~
 - ~~(5) A firefighter member to be chosen by the firefighter members; and~~
 - ~~(6) Two (2) general city members: One (1) general city member to be chosen by non-unionized general city members and one (1) general city member to be chosen by the unionized general city members.~~
 - ~~(7) If there are no active members of the employee groups listed in subsections (4), (5) and (6) above able or willing to serve, a retired member of the group may be elected by active and retired members of such group.~~
- ~~(b) The choosing of the trustees provided for in paragraphs (4), (5), and (6), above, shall be held in the month of May in each year under such rules and regulations as the board shall, from time to time, adopt.~~

- (a) The City established, with the creation of the City Pension, a board of trustees (the "board") in whom was vested the general administration, management, and responsibility for the proper operation of the retirement.**
- 1) The MERS shall have the responsibility for the general administration and management of the system, and for making effective and construing the provisions of this chapter. It shall have the power to negotiate and execute legal documents provided that any such legal document be approved by the City.**
 - 2) The City Board Trustees shall cease to exist as of June 1, 2020, or as soon thereafter as all of the assets are transferred to MERS, as provided herein. Thereafter the aforementioned date or condition, any reference of the "board" hereinafter shall be construed to be MERS.**

SECTION 4. REPEAL. That Sections 2-404 through 2-408 of Chapter 2, Administration, Article VII, *Municipal Employees' Pensions*, be repealed in their entirety.

~~Sec. 2-404. - Trustees' terms of office-oath.~~

~~The regular term of office of the trustees provided for in subsections 2-403(a)(3), (4), (5), and (6) shall be for four (4) years. The term of office shall expire at the end of each four (4) year period subsequent to July 1, 1965, for the police officer member Trustee; July 1, 1966, for the first general city member trustee; July 1, 1967, for the fire fighter member trustee; and July 1, 1968 for the second general city member trustee. The citizen (non-employee) trustee shall serve at the pleasure of the council. Each trustee shall, within ten (10) days after trustee has been appointed or chosen, as the case may be, take the oath of office which shall be administered by the city clerk.~~

~~Sec. 2-405. — Vacancy on board — How filled.~~

~~If a vacancy occurs on the board, the vacancy shall be filled, within sixty (60) days from and after the date of the vacancy, in the same manner as required for making appointments or choices to position of trustee.~~

~~Sec. 2-406. — Board meetings.~~

~~The board shall hold meetings regularly, at least one (1) in each quarter in each year, and shall designate the time and place thereof, by rule. The board shall adopt its own rules of procedure and shall keep a record of its proceedings. Such rules shall become effective when a copy thereof is filed with the city clerk. A copy of such rules shall also be placed in the Owosso Public Library. All meetings of the board shall be public. The trustees shall serve without compensation for their service as such.~~

~~Sec. 2-407. — Quorum — Each trustee entitled to vote.~~

~~Five (5) trustees shall constitute a quorum at any meeting of the board. Each trustee shall be entitled to one (1) vote on each question before the board, at least five (5) concurring votes shall be necessary for a decision by the trustees.~~

~~Sec. 2-408. — Retirement system officers.~~

- ~~(a) — The officers of the board shall be a chairman and a vice chairman, elected by the board from the current trustees.~~
- ~~(b) — The city clerk shall serve as secretary to the board, and the city clerk shall be the administrative officer of the retirement system.~~
- ~~(c) — The city treasurer shall be treasurer of the retirement system and the custodian of its assets. All payments from moneys of the retirement system shall be made by the city treasurer according to charter provisions and any ordinance relating thereto which is adopted by the council. No payment shall be made unless it shall have been previously authorized by a specific or continuing resolution of the board.~~
- ~~(d) — The board shall appoint an actuary who shall be the technical advisor to the board on matters regarding the operation of the retirement system, and the actuary chosen shall perform such other duties as are required of the actuary under this article.~~
- ~~(e) — The board shall appoint as medical director a physician who is not eligible to participate in the retirement system as a member or retirant. The medical director shall be responsible to and shall hold office at the pleasure of the board. The medical director shall arrange for and pass upon all medical examinations required under this article.~~

~~The medical director shall investigate all essential statements and certificates of a medical nature made by or on behalf of a member or retirant, and the medical director shall report in writing to the board the conclusions on medical matters referred to the medical director by the board.~~

~~(f) The board may employ such professional and other services as are required for the proper operation of the retirement system. The compensation for such services shall be fixed by the board subject to the approval of the council.~~

~~(g) The city attorney shall be the legal advisor to the board. A copy of all written opinions rendered by the city attorney to the board shall be filed with the city clerk.~~

SECTION 5. REPLACE. That references to the "board" be replaced with "MERS" in Sections 2-409, 2-414, and 2-432 through 2-435 as follows:

Sec. 2-409. - Records of retirement system—Annual report.

- (a) The city clerk shall keep, or cause to be kept, in convenient form, such data as shall be necessary for an actuarial valuation of the assets and liabilities of the retirement system. The ~~board~~ **MERS** shall render a report to the city manager and the council or their designee within ninety (90) days after the close of each fiscal year of the city showing the fiscal transactions of the retirement system for the year ending the preceding June 30, and the last balance sheet showing the financial condition of the retirement system by means of an actuarial valuation of the assets and liabilities of the retirement system.
- (b) The board shall from time to time adopt such mortality, service, and other tables of experience, and a rate or rates of regular interest, as are necessary to maintain the operation of the retirement system on an actuarial basis.

Sec. 2-414. - Eligible domestic relations orders.

An eligible domestic relations order ("EDRO") is a signed domestic relations order issued by a state court which creates, recognizes or assigns to an alternate payee(s) the right to receive all or part of a member's retirement system benefit that is or will become payable to the member. An alternate payee is a spouse, former spouse, child, or other dependent of a member who is treated as a beneficiary under the retirement system as a result of the EDRO. The board may establish EDRO procedures, but in the absence of such procedures, the board will determine if a domestic relations order is an EDRO in accordance with the following:

- (1) ~~Board of trustees'~~ **MERS** determination: Promptly upon receipt of a domestic relations order, the board will notify the participant and any alternate payee(s) named in the order of such receipt and will include a copy of this section. Within a reasonable time after receipt of the order, the board will make a determination as to whether or not the order is a EDRO as defined in MCL 38.1701 et seq. and will promptly notify the member and any alternate payee(s) in writing of the determination. If the order is determined to be an EDRO, the retirement system shall begin the payment of the benefit with the next monthly payment or upon retirement of the participant.
- (2) Specific requirements of an EDRO: In order for a domestic relations order to be an EDRO, it must specifically state all of the following:
 - a. The name, last known mailing address (if any) and the social security number of the member and each alternate payee(s) covered by the order;
 - b. The dollar amount or percentage of the benefit to be paid to each alternate payee, or the manner in which the amount or percentage is to be determined;
 - c. The number of payments or period to which such order applies; and
 - d. The name of the plan to which the order applies.

The domestic relations order will not be deemed an EDRO if it requires the retirement system to provide any type or form of benefit, or any option not already provided for in the retirement system, or increased benefits determined on the basis of the actuarial value, or benefits in

excess of the member's retirement system benefit, or payment of benefits to an alternate payee(s) required to be paid to another alternate payee under another EDRO.

- (3) Disputed orders: If there is a question as to whether or not a domestic relations order is a EDRO, there will be a delay in any payout to any payee(s) including the member, until the status is resolved. If the retirement system determines that the order is not an EDRO, the retirement system shall promptly notify the alternate payee(s) of this determination. The notification shall specify the reasons the order was not determined to be an EDRO. This determination does not prohibit the alternate payee(s) or the court from filing an amended order with the retirement system for redetermination.
- (4) Death of alternate payee(s): If an alternate payee(s) dies before receiving any payment of a benefit pursuant to an EDRO, that interest reverts to the member.

Sec. 2-432. - Expense fund.

The expense fund shall be the fund to which shall be credited all money provided by the city to pay the administration expense of the retirement system, and from which shall be paid all expenses necessary in connection with the administration of the retirement system. The ~~board~~-MERS shall, annually, certify to the council, according to budget procedure, the amount of appropriation necessary to administer the retirement system during the ensuing fiscal year. The council shall appropriate such amount to the credit of the expense fund.

Sec. 2-433. - Investment of assets.

- (a) The ~~board~~-MERS shall be the trustees of the assets of the retirement system, which shall be invested in a trust. The trustees shall have full power to invest and reinvest such assets subject to the provisions of Act No. 314 of the Public Acts of 1965, as amended, and as it might from time to time be amended or replaced by successor acts.
- (b) The ~~board~~-MERS shall have full power to hold, purchase, sell, assign, transfer, and dispose of any investments in which any of the moneys of the retirement system have been invested as well as the proceeds of such investments and any moneys belonging to the system. There shall be kept on deposit available cash not exceeding five (5) percent of the total assets of the retirement system. The trustees shall ensure that all investments, amounts, property and rights held under the trust fund are held for the exclusive benefit of members and their beneficiaries. The trust fund shall be held in trust pursuant to the trust agreement for the exclusive benefit of members and their beneficiaries and defraying reasonable expenses of the retirement system and of the trust fund. It shall be impossible, prior to the satisfaction of all liabilities with respect to members and their beneficiaries, for any part of the assets and income of the trust fund to be used for, or diverted to, purposes other than for the exclusive benefit of participants and their beneficiaries.
- (c) The description of the various funds of the retirement system shall be interpreted to refer to the accounting records of the retirement system and not to the segregation of assets in the funds of the retirement system.

Sec. 2-434. - Income fund; crediting of regular interest.

- (a) The income fund shall be the fund to which shall be credited all regular interest, dividends and other income derived from investments of the retirement system, all gifts and bequests received by the system, all unclaimed accumulated contributions as provided in this article, and all other moneys received by the retirement system the disposition of which is not specifically provided in this article. There shall be transferred from the income fund all amounts required to credit regular interest to the members savings fund, retirement reserve fund and pension reserve fund, as provided in this article. Whenever the board determines the balance in the income fund is more than sufficient to cover current charges to the fund such excess, or any part thereof, may be used to provide contingency reserves or to meet special requirements of the other funds of the retirement system. Whenever the

balance in the income fund is insufficient to meet the charges to the fund the amount of the insufficiency shall be transferred from the pension reserve fund to the income fund. A member's accumulated contributions transferred from the members savings fund to the income fund may be paid from the income fund upon claim for same approved by the board **MERS**.

- (b) The ~~board~~ **MERS** shall, at the end of each fiscal year, allow and credit regular interest on the members' individual balances in the members savings fund, computed on the individual balances at the beginning of the fiscal year; and on the mean balances during the fiscal year in the pension reserve fund and retirement reserve fund.

Sec. 2-435. - Assignments prohibited.

The right of a person to a pension, to the return of accumulated contributions, the pension itself, any option benefit, any other right accrued or accruing to any person under the provisions of this article, and any moneys belonging to the retirement system shall not be subject to execution, garnishment, attachment, the operation of bankruptcy or insolvency law, or any other process of law whatsoever, and shall be unassignable, except as is specifically provided in this article. If a member is covered by a group insurance or prepayment plan participated in by the city, and should member be permitted to, and elect to, continue such coverage as a retirant, member may authorize the ~~board~~ **MERS** to have deducted from member's pension the payments required of member to continue coverage under such group insurance or prepayment plan. The city shall have the right of set off for any claim arising from embezzlement by or fraud of a member, retirant or beneficiary.

SECTION 6. PUBLIC HEARING. A public hearing is set for Monday, August 3, 2020 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed amendments to Chapter 2, Administration, of the Code of the City of Owosso.

SECTION 7. 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 8. EFFECTIVE DATE. This amendment shall become effective 20 days after approval.



MEMORANDUM

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

DATE: July 29, 2020
TO: City Council
FROM: Nathan Henne, City Manager
SUBJECT: Rezoning of N Washington Street

RECOMMENDATION:

For the purpose of allowing for public comment, I am requesting a public hearing for September 8, 2020 to receive citizen comment regarding request to rezone the parcel commonly known as N. Washington from RM-1 Multiple-Family Residential District-Low Rise to RM-1 Multiple-Family Residential District-Low Rise with Planned Unit Development (PUD) Overlay.

BACKGROUND:

The Planning Commission, after mailing notices and holding a public hearing, voted at its regular meeting on May 26, 2020 to recommend rezoning the aforementioned parcel. Further, staff recommends approval of this petition to rezone property as submitted subject to the ordinance reading and public hearing process.

The City Council, after holding a public hearing on July 20, 2020, voted to approve the rezoning request.

It has been determined that while the notices did go out to City parcel owners within 300 feet of this property, the parcel owners in Owosso Charter Township (also within 300 feet) were inadvertently left out of receiving this notice.

FISCAL IMPACTS:

Rezoning should not pose any fiscal impacts.



MEMORANDUM

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

DATE: July 27, 2020
TO: Owosso City Council
FROM: Josh Adams; Executive Director, Owosso Main Street/DDA
SUBJECT: **OMS/DDA Revolving Loan Fund - Loan Approval**

RECOMMENDATION:

Approval of the of the OMS/DDA Revolving Loan application for Owosso Main Street/DDA for \$34,257.00 - according to the OMS/DDA Revolving Loan & Grant Manual specifications.

BACKGROUND:

Main Street/DDA applied for, as was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station. This grant will cover over 80% of the purchase & installation costs. OMS/DDA is requesting to use revolving loan dollars to cover the remaining portion of the cost.

During their June 3, 2020 Board Meeting, the OMS/DDA Board of Directors approved the loan for approval.

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan & Grant fund. OMS/DDA will use charging-station revenue to reimburse the loan fund.

RESOLUTION NO. #####

**RESOLUTION AUTHORIZING
THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND LOAN TO
OWOSSO MAIN STREET/DDA
FOR CONSUMERS POWER POWERMIDRIVE GRANT**

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

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

WHEREAS, Main Street/DDA applied for; and was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station in a downtown public parking lot. This grant will cover over 80% of the purchase & installation cost. OMS/DDA requested to use the revolving loan to cover the remaining portion of the costs.

WHEREAS, on June 3, 2020 Board Meeting, the OMS/DDA Board of Directors approved a loan for \$35,357.00 to cover the remaining cost associated with the installation of the charging station.

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

FIRST: The City of Owosso approves the loan of **\$35,257.00** to Owosso Main Street/DDA for the use of local matching dollars associated with the Consumers Energy PowerMIDrive grant- according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.



CITY OF OWOSSO, MICHIGAN
APPLICATION - OWOSSO MAIN STREET/DDA (OMS)
REVOLVING LOAN FUND (RLF) & GRANT PROGRAM

301 W Main Street, Owosso, MI | 989.494.3344 | downtownowosso@gmail.com | www.downtownowosso.org

LOAN APPLICATION - Property Development

**BEFORE COMPLETING/SUBMITTING THIS APPLICATION, PLEASE CONTACT OMS/DDA (CONTACT INFO IS LISTED ABOVE).
THE OMS/DDA BUSINESS VITALITY COMMITTEE WILL OFFER FREE ASSISTANCE IN COMPLETION OF THIS APPLICATION AND
HELP ANSWER ANY QUESTIONS/CONCERNS ASSOCIATED WITH APPLICATION SUBMISSION.**

APPLICANT INFORMATION:

NAME: Owosso Main Street/DDA
ADDRESS: 301 W. Main Street, Owosso, MI, 48867
BEST PHONE #: 989.494.3344 X Business Mobile Home
EMAIL: downtownowosso@gmail.com

PROPERTY INFORMATION:

OWNER ENTITY NAME: Owosso Downtown Development Authority
DBA (if different): Owosso Main Street EIN # (if applicable):
ADDRESS: Public Parking Lot known as the "Fountain Lot"
PHONE: WEBSITE:
TYPE/CATEGORY OF PROPERTY: Public Parking
TAX CLASSIFICATION OF OWNER ENTITY:
Corporation LLC Partnership Proprietorship S-Corp X Local Government
PROPERTY IS: Vacant X Occupied - List Tenants: Public Parking
FACILITY/BUILDING IS: Owned Leased Rented Looking for Space X N/A
PROPERTY IS: Owned by Business X Owned by Applicant Owned by Other
SQUARE FOOTAGE CURRENTLY OCCUPIED: N/A
SQUARE FOOTAGE ACTIVATED AS A RESULT OF PROJECT: N/A - 3 parking spaces

FINANCIAL INFORMATION:

AMOUNT OF FINANCING ALREADY SECURED FOR PROJECT: \$158,514.00
SOURCE OF FUNDS: Consumers Energy - Power MI Drive Grant
AMOUNT YOU and/or OTHER OWNERS PLAN TO INVEST: \$9,000 (3 years of service agreements)
LIST OTHER INVESTORS/OWNERS IF APPLICABLE:
Name: N/A Name: N/A

LOAN REQUEST INFORMATION:

LOAN REQUEST (check up boxes that apply): **Matching funds for technology advancement**

Note: Loan Maximum per project/building is \$50,000.00

- Building Access Projects; Preservation of Historic Buildings; Environment Studies
- Upper Story Housing Development; Retail Space Build Outs and Upgrading
- Acquisition and Improvement of Blighted Properties; Signage Purchase or Restoration

TOTAL DEVELOPMENT COST: **\$192,771.00** TOTAL LOAN REQUESTED: **\$34,257.00**

ESTIMATED START DATE: **mid-September 2020** ESTIMATED COMPLETION DATE: **October 2020**

WILL LOAN CREATE NEW RESIDENTIAL UNITS? **X** No Yes - #: _____

WILL LOAN REDEVELOP EXISTING RESIDENTIAL UNITS? **X** No Yes- #: _____

WILL THE COMPLETION OF PROJECT BE DETERMINED BY LOAN AWARD?

No **X** Yes - Please provide proof (via pro-forma)

PROVIDE A BRIEF DESCRIPTION OF DEVELOPMENT: **Owosso Main Street/DDA applied for, as was awarded a 2020 Consumers PowerMIDrive grant to install a DC Fast Charging Electric Vehicle Charging Station. This grant will cover over 80% of the purchase & installation costs. OMS/DDA is requesting to use revolving loan dollars to cover the remaining portion of the costs.**

APPLICATION CHECKLIST:

Please ensure the following are submitted with your application:

- Completed RLF Application Form Project Pro-Forma **X** Cost Estimate(s)
- All existing lien holder agreements (if applicable) Design Renderings

Note: Applicants are requested to be present at the time of the application's review. Other documentation could be requested if deemed necessary by OMS/DDA. Additional information that could be requested are: Credit Reports for all business/owners; Proof of equity investment; Personal/business tax returns; Current business financial statement; Cash flow statements; Copy of lease/purchase agreement; Commitment letters from other lenders/project participants; Cost Estimates-all items being purchases with RLF monies; Articles of incorporation, partnership, and/or operating agreements.

By signing this form, I, the applicant, certify that all information contained above is true and complete to my best knowledge and belief. Applicant understands this application and any other information received with it will be retained whether this request is approved or denied.

Applicant Signature: _____ Date Signed: _____

Owosso Main Street/DDA Only: _____

Application Received By: _____ Date Received: _____

COMPLETED APPLICATIONS WILL BE REVIEWED BY THE OMS/DDA BUSINESS VITALITY COMMITTEE. IF APPROVED, APPLICATIONS WILL BE SUBMITTED TO THE LOAN REVIEW COMMITTEE FOR FINAL APPROVAL. APPLICANTS WILL BE ASKED TO BE PRESENT DURING THE LOAN REVIEW COMMITTEE'S REVIEW OF THEIR APPLICATION.

Corporate Headquarters
 6400 Sterling Drive North | Suite 2-B
 Sterling Heights | Michigan | 48312
 O: 586.782.4000 | futureenergy.co

Proposal Date: 07/15/2020
 Proposal #: EV-20-0290-1
 Project Name: Owosso DDA (DC Fast Charge)



Customer Information:

| Billing Address: | | Shipping Address: | |
|------------------|--|-------------------|------|
| Company: | Owosso Main Street / DDA | Company: | SAME |
| Name: | Josh Adams | Name: | |
| Address: | 301 W. Main Street | Address: | |
| City/State/Zip: | Owosso, MI 48867 | City/State/Zip: | |
| Phone: | 989-277-1553 | Phone: | |
| Email: | josh.adams@ci.owosso.mi.us | Email: | |

Order Information: **REVISION 1 (Fountain Parking Lot Site)**

Shipping Method:

3rd Party Carrier

| Product Name | Product Description | Qty | Total Price |
|-----------------------|---|-----|-------------|
| CPE250-CMT-METRIC | Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Metric Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-METRIC-RP | 2 | Included |
| CPE250C-CCS2-CHD | CP Express 250 Station (62.5 kW) - includes Express 250 Station, 2x power Modules. Includes software upgrade token for Express 250 to increase max power from 50 kW to 62.5 kW, Europe version | 2 | \$81,600.00 |
| CPE250-CMTIMPERIAL | Concrete Mounting Template used for the base mounting for the CPE250 and Express Plus Stations and is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. Imperial Units. Included with the CPE250. Required for CPE200 swap to CPE250. If replacement CMT is needed, order CPE250-CMT-IMPERIAL-RP | 2 | Included |
| CPCLD-COMMERCIAL DC-3 | CPCLD-COMMERCIALDC-3 3yr Prepaid, DC, Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware). | 2 | \$2,820.00 |
| CPSUPPORT-ACTIVE | Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports, and alerts. One-time initial service per station. | 2 | \$698.00 |
| CPEXPRESSSITEVALID | CPEXPRESSSITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To be used when the customer is using an O&M Partner or self-validating Channel Partner to install their stations. Note that a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPEXPRESS-SITEVALID is priced per power module. | 4 | \$1,200.00 |
| EXPRESS-ASSURE 3 | 3yr prepaid Assure Plan priced per power module | 4 | \$22,200.00 |
| INSTALLATION | Term " Make-Ready " = a) Any/all necessary electrical infrastructure required to operate charging stations and begin new installation of charging stations b) Any/all conduit wire to be pulled to proposed station location(s) c) Any/all concrete footing work with appropriate mounting Studs installed (Pattern provided by Future Energy) to be completed properly so that the stations can be mounted d) Any/all cellular repeaters installed as required. EV Environment Set-Up = Create/identify formal & designated charging area for Electrical Vehicles (EV) only. Services normally require unique signage (provided by customer), green parking space lines, "EV Letters" or equivalent stencil art in parking space in order to designate EV Charging Area. Any other specific requirements provided by customer and/or municipality. Installation Labor = Municipal Discount Applied. Station registration & Start-Up (Certified ChargePoint Technicians Only) Includes any/all seasonal surcharges. | 1 | \$39,365.00 |
| CONCRETE REPAIR | Rip & Replace 432 Sq./ft of existing Walkway Concrete from Transformer to proposed EV Charger locations. Include ADA ramp conformance at approach/s. | 1 | \$4,633.00 |
| INSTALL VALIDATION | ChargePoint Certified Technicians (MI Union Labor) | 2 | \$1,198.00 |
| SALES TAX | Sales Tax | 1 | \$0.00 |

| | | | |
|-----------------------|--------------------------------|----------------------|--------------------|
| SUB TOTAL | Sub Total Before Incentives | 1 | \$153,714.00 |
| SHIPPING AND HANDLING | Shipping and Handling | 1 | \$4,800.00 |
| REBATE | POWERMIDRIVE Program Incentive | 1 | -\$70,000.00 |
| REBATE | MEO Program Incentive | 1 | -\$44,257.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | SUB TOTAL: | \$44,257.00 |
| | | Municipality Rebate: | (\$10,000.00) |
| | | TOTAL: | \$34,257.00 |

Acceptance of Proposal:

- Payment Terms: Out of pocket TOTAL due upon acceptance of proposal
- All pricing is confidential between Customer and Future Energy.
- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- Credit Checks are required for new customers.
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for shipping and invoicing purposes.

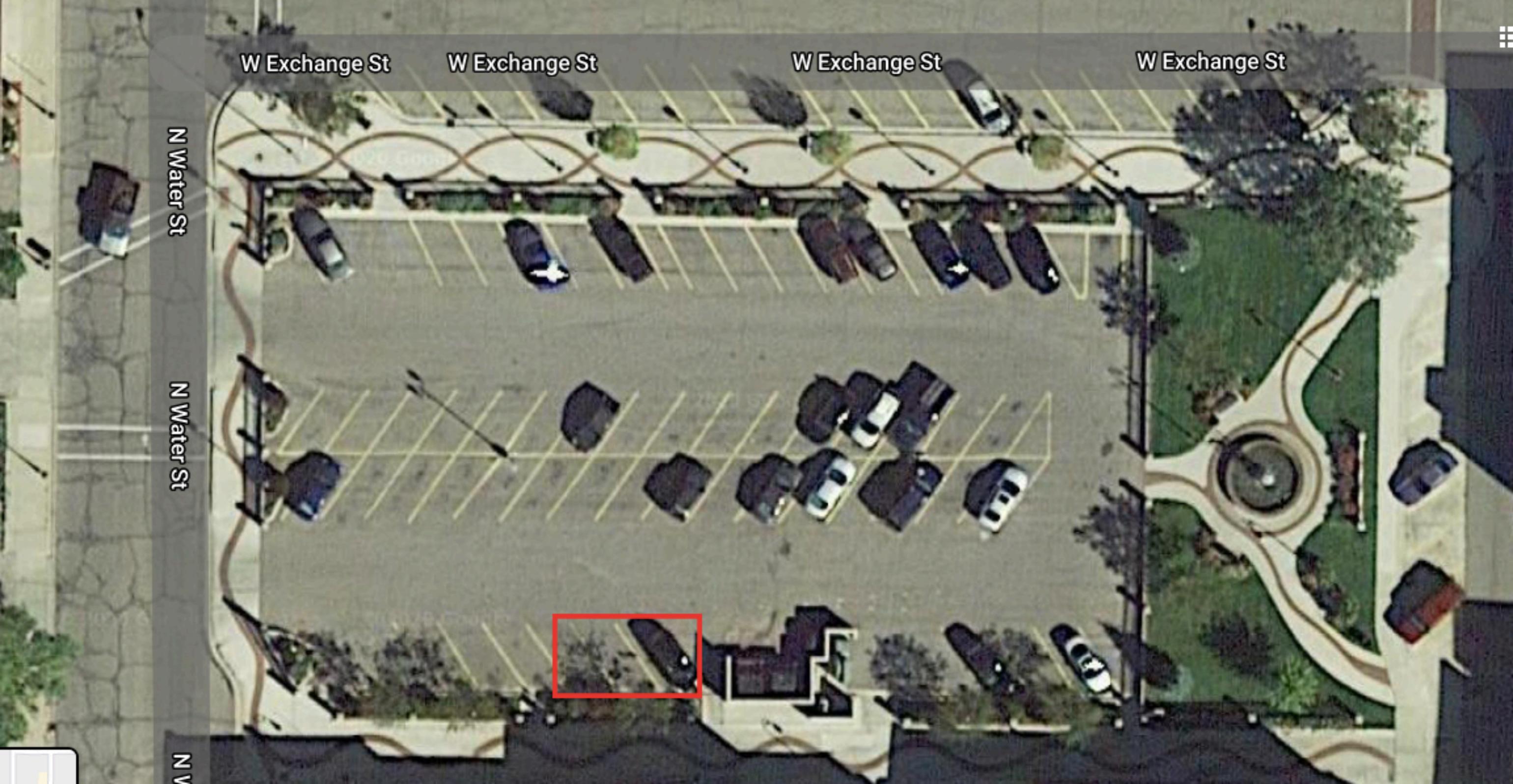
All pricing is valid for 30 days only from the date of this proposal. Please fill out below and email to sales@futureenergy.co or fax to 586.782.6440. Please include proposal number on Purchase Order.

I hereby accept the above prices, specifications and conditions as satisfactory and agree to pay on the above listed schedule. By signing this acceptance, I acknowledge that I have the authority to accept the terms of this agreement, including the full terms listed at <http://www.futureenergy.co/terms-and-conditions/> and have read those Terms and Conditions in full prior to signing. Installation Pricing Is based on Monday-Friday normal business hours. Site inspection needed prior to final proposal.

By signing this quote, I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Approved By: _____ Title: _____

Signature: _____ Date: _____



W Exchange St

W Exchange St

W Exchange St

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N Water St

N W



MEMORANDUM

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

DATE: July 27, 2020

TO: Owosso City Council

FROM: Josh Adams; Executive Director, Owosso Main Street/DDA

SUBJECT: OMS/DDA Revolving Loan Fund – Annual Review & Modifications

RECOMMENDATION:

Approval of the 2020/2021 OMS/DDA Loan & Grant Manual review & modifications.

BACKGROUND:

On Wednesday, July 15, 2020 during a Special Board Meeting, the Owosso Main Street/DDA (OMS/DDA) Board of Directors voted to update the 2020/2021 Revolving Loan Fund Manual. The modifications are as follows:

2020/2021 Revolving Loan Fund Manual Review & Modifications:

- The majority of the manual will remain the same as the 2019/2020 Manual.
- A modification to include OMS/DDA to participate in the loan program was added into the manual.

FISCAL IMPACTS:

Dollars will be disbursed from the OMS/DDA Revolving Loan Fund.

RESOLUTION NO. #####

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

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

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

WHEREAS, on Wednesday, July 15, 2020 during a Special Board Meeting, the Owosso Main Street/DDA (OMS/DDA) Board of Directors voted to update the 2020/2021 Revolving Loan Fund Manual. The modifications are as follows:

2020/2021 Revolving Loan Fund Manual Review & Modifications:

- The majority of the manual will remain the same as the 2019/2020 Manual.
- A modification to include OMS/DDA to participate in the loan program was added into the manual.

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

FIRST: The City of Owosso approves the modifications to the OMS/DDA Loan & Grant Manual for the 2020/2021 Fiscal Year.



OWOSSO OMS/DDA REVOLVING LOAN AND GRANT PROGRAM

MANUAL AND PROCESS DESCRIPTION

This manual and process version will be applicable from July 1, 2020 through June 30, 2021

INTRODUCTION

This program is available to B1 - B4 zoned for-profit businesses, landowners, and corporations within the city limits.

Owosso Main Street/Downtown Development Authority (OMS/DDA) is available to apply for loan dollars for projects within the district.

OMS/DDA administers the program as authorized by the city council.

The program is administered on a year-by-year basis.

The Economic Vitality (EV) Committee of OMS/DDA leads the program and is responsible to recommend updates to the program on a fiscal year basis.

The fiscal year is from July 1st of the current year through June 30th of the subsequent year.

If applicable, the EV committee will present recommendations for updates to the OMS/DDA Board each year at the March OMS/DDA Board meeting.

The OMS/DDA Board will approve or reject the recommended changes at the April Board meeting.

With or without changes, this Program Process and Manual will be approved by the OMS/DDA Board and made available for use by July 1st of each year.

All loans will be made at 3% fixed rate per year.

Loan length will be ten years or less.

Loan maximums are up to \$50,000 per project.

Grant maximums are up to \$50,000 per project.

Loans and/or grants may be made on the same project.

Loans are paid prior to project start; grants are paid upon project completion.

Repayment of loans will begin upon project completion.

ELIGIBLE PROJECT TYPES

1. Building access improvements including elevators – loans or grants
2. Preservation of historic buildings
3. Upper story housing development
4. Retail space build outs and upgrading
5. Acquisition and improvement of blighted properties
6. Signage purchase or restoration
7. Environmental studies
8. Small Business start-up costs (working capital only): {Examples of eligible working capital include: purchase of a point of sale system, marketing expenses, or inventory of retail goods.}
9. Match on Main approved projects
10. Emergency Response Implementation

INELIGIBLE PROJECT TYPES

1. Re-financing of debt owed to private sector entities such as banks, credit unions, etc.
2. Projects or part of projects unrelated to the scope described in the program application
3. Employee wages or benefits, rent, mortgage payments, utilities, machine leases, vehicle leases, taxes and insurance, professional fees, credit card processing fees and other soft costs.
4. Payment of taxes, utilities, or other similar obligations

APPLICATION PROCESS STEPS

1. Obtain the application form from the OMS/DDA website (downtownosso.org) and complete it
2. If there are questions about completing the form, contact the OMS/DDA office at 989-494-3344
3. Submit by email the application form to: downtownosso@gmail.com
4. The EV committee of the OMS/DDA Board will review at their next meeting and advise applicant whether your application was accepted for further consideration.
5. If your application was not accepted, you will be provided with the rationale for the decision and if applicable, things to do to make the application acceptable to move forward
6. If your application was for a grant, approval determination is by the OMS/DDA Board
7. If your application was for a loan, preliminary approval determination is by the OMS/DDA Board
8. Upon preliminary approval by the OMS/DDA Board, the application is sent to the loan committee
9. Upon review, the loan committee will request additional information as they deem necessary
10. If approved by the OMS/DDA Board for grants, and the loan committee for loans, a project plan with timing will be submitted to OMS/DDA
 - A. all projects must be completed in two years or less
 - B. the OMS/DDA EV committee will monitor project progress
 - C. if projects are not completed in two years, loans payment will begin regardless

CRITERIA FOR ELIGIBLE PROJECT TYPES

1. Building Access Projects

- A. The building must be multi-story and have 4,000 or more square feet per floor
- B. For shared elevator projects, adjoining building floor size can be included to achieve 4,000 square feet if necessary
- C. Projects may include barrier free lavatories, aisle and doorway widening, and ramps
- D. Architectural services for building access are eligible for a grant of up to \$5,000
- E. Elevators for building access are eligible for a grant of up to \$25,000

2. Preservation of Historic Buildings

- A. If applicable, the project plan must be approved by the Historic District Commission prior to submission to the loan committee

3. Upper Story Housing Development

- A. The upper story must have 800 square feet or more; “micro loft” projects will be considered
- B. Air conditioning and cable wiring in each room except bathrooms must be included
- C. Fire suppression must be included, and the fire suppression plan must be approved by the city building inspector prior submission to the loan committee
- D. Fire suppression is eligible for a grant of up to \$25,000 for projects with two or more upper floor residential units
- E. Architectural services are eligible for a grant of up to \$1,500 for each residential unit, with a maximum grant of \$12,000 per project
- F. Elevators for upper story housing development are eligible for a grant of up to \$25,000

4. Retail Space Build Outs and Upgrading

- A. Projects may include mechanical and electrical systems, roof work, partitions, windows, doors, painting, and sign repair
- B. Architectural services are eligible for a grant of up to \$3,000 per project

5. Acquisition and Improvement of Blighted Properties

- A. A description of the plans for the property must be included with the application form
- B. If preliminarily approved by OMS/DDA, a detailed plan with timing must be submitted to OMS/DDA for further review prior to submission of the application to the loan committee

6. Signage Purchase or Restoration

- A. Building must be 50 years or older
- B. If in the historic district, the plan must be approved by the Historic District Commission prior to submission to the loan committee

7. Environment Studies

- A. The building or site must have a brownfield plan
- B. The building or site must be contaminated or suspected of being contaminated
- C. Phase I and Phase II studies are eligible

8. Emergency Response Implementation

Business & Property Owner Aid:

- A. These funds will be issued in temporary, 6-month durations Initiated by local, state, and/or national emergencies (natural or economical) - beyond the control of local business & property owners
- B. Eligible loan purposes include rent, utilities, payroll, and site restoration
- C. Loan amounts allowed up to \$5,000.00. **Applications greater than \$5,000.00 can be reviewed.**
- D. Loans can be awarded to meet the emergency need of up to 3 months of eligible expenses
- E. Loan interest will be 0% if paid back within 12-months of award. Interest of 3% will start accumulating **after** the twelfth month.

Pre-existing Revolving Loans:

- F. Existing RLF loan payments maybe deferred up to 6-months

CONCLUSIONS, QUESTIONS, AND CONTINUOUS IMPROVEMENT

The Owosso Main Street Board of Directors will determine committee members.

The committee consists of a city council representative, business owners, property owners, representatives from traditional lending institutions, and Owosso Main Street volunteers.

The loan committee will make approval decisions based on criteria established by the committee as applicable to the project description.

If the loan committee does not grant project approval, it will submit rationale to OMS/DDA.

OMS/DDA may then approve the project and is empowered to work with the applicant to determine and apply and necessary conditions and/or documents to assure project success.

Questions on the program manual, process, or any other aspect of the program may be directed to the OMS/DDA office at 989-494-3344 or downtownowosso@gmail.com.

Each year, lead by the OMS/DDA EV committee, the OMS/DDA Board will update and re-publish the manual and process based on continuous improvement input and recommendations.



MEMORANDUM

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

DATE: July 29, 2020

TO: Mayor Eveleth and the Owosso City Council

FROM: Amy Fuller
Assistant to the City Manager

SUBJECT: Resolution authorizing the use of Owosso City Parks for Exercise or Fitness Classes

RECOMMENDATION:

Approve the request from the Parks and Recreation Commission to allow the use of Owosso City Parks by organizations and businesses for outdoor fitness and exercise classes.

BACKGROUND:

At the July 22, 2020, Parks & Recreation Commission meeting, it was discussed and the Commission decided to recommend Owosso City Council allow the use of city parks for businesses or organizations to hold outdoor group fitness or exercise classes.

With the COVID-19 pandemic, local gyms or fitness clubs have found it necessary to offer outdoor classes. Utilizing city parks will provide a creative solution to some of the challenges these businesses are facing. This solution also offers an opportunity to increase visibility and support for the city's parks.

The Commission is suggesting any business or organization seeking to hold classes in city parks first submit a certificate of liability insurance with the city listed as an additional insured.

FISCAL IMPACTS:

It is not anticipated there will be any significant fiscal impacts. The City will not charge for the use of the parks and the use of green space within the parks is not likely to cause any additional costs for upkeep or maintenance.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE USE OF OWOSSO CITY PARKS FOR EXERCISE
OR FITNESS CLASSES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Parks and Recreation Commission, received a request to allow outdoor exercise and fitness classes to be offered in Owosso City Parks; and

WHEREAS, the Parks and Recreation Commission, recommends allowing businesses or organizations the use of Owosso City Parks for outdoor exercise or fitness classes on the condition of submittal of a certificate of liability insurance with the City of Owosso listed as an additional insured.

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to authorize businesses or organizations the use of Owosso City Parks for exercise or fitness classes on the condition of submittal of a certificate of liability insurance with the City of Owosso listed as an additional insured.



MEMORANDUM

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

DATE: July 27, 2020

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Metro Act Permit-Everstream Holding Company, LLC-First Street

RECOMMENDATION:

Approval of the Right-Of-Way Telecommunications Permit application from Everstream Holding Company, LLC (Cleveland, OH) for the installation and maintenance of an underground and aerial fiber optic cable along the east side of First Street from Oliver Street northerly to King Street, then along the north side of King Street from King Street westerly approximately 150' to a junction box and service connection to Memorial Healthcare Hospital.

BACKGROUND:

On July 21, 2020, Everstream Holding Company, LLC submitted an application seeking a Bilateral METRO Act Permit to place telecommunication facilities in the city's rights-of-way. The Metropolitan Extension Telecommunications Rights-of-way Oversight Act, Act No. 48 of the Public Acts of 2002 (METRO Act) did away with local franchises, etc. for communications carriers and established a basic fee. Owosso allows the state to collect a fee paid yearly. The amount which State statute establishes is based on the linear feet of the cable in the right-of-way and the Act 51 funding formula.

Owosso must approve or deny a permit within 45 days of the filing of the application. Failure to act within the 45 days results in the automatic issuance of a permit.

City staff has reviewed and recommends approval of plans and permit application from Everstream Holding Company, LLC for installation of underground and aerial fiber optic cable along the east side of First Street from Oliver Street northerly to King Street, then along the north side of King Street from King Street westerly approximately 150' to a junction box and service connection to Memorial Healthcare Hospital.

FISCAL IMPACTS:

There is no fiscal impact for a Metro Act Permit application.

ATTACHMENTS: Resolution Approving Metro Act Permit Application from Everstream.
Right-of-Way Telecommunications Permit Application from Everstream
Construction Plans: Everstream Telecommunications Facility

RESOLUTION NO. ____

**RESOLUTION GRANTING A METRO ACT PERMIT BY THE CITY OF OWOSSO
TO EVERSTREAM GLC HOLDING COMPANY, LLC FOR
INSTALLATION OF TELECOMMUNICATION FACILITIES IN THE CITY'S RIGHT-OF-WAY**

Whereas, the city of Owosso on July 21, 2020 received a METRO Act permit application from Everstream Holding Company, LLC, 11228 Euclid Avenue, Suite 250, Cleveland, OH 44115; and

Whereas, as provided for under the Metropolitan Extension Telecommunications Rights-of-way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended, Everstream Holding Company, LLC is seeking a Bilateral METRO Act Permit to place telecommunication facilities in the city's right-of-way in accordance with plans as submitted;

NOW THEREFORE BE IT RESOLVED that:

- FIRST: The city of Owosso hereby grants a Bilateral METRO Act Permit to Everstream Holding Company, LLC under the terms and conditions set forth in the permit. Said permit grants to Everstream Holding Company, LLC the right of access to, and ongoing use of, the public right-of-way upon approval of the plans as submitted to the Director of Public Services for purpose of constructing, installing, and maintaining telecommunications facilities under the terms and conditions as permitted within the city's right-of-way;
- SECOND: The City Manager is authorized to sign the required documents, which shall be submitted to the state of Michigan and to Everstream Holding Company, LLC.

everstream

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IMP 14531 826 W KING ST UNDERGROUND FIBER ROUTE OWOSSO, MICHIGAN



PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

APPLICANT

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300 S. Washington Square, Suite 140
Lansing, MI 48933
www.everstream.net

ARCHITECT/ENGINEER



VERITÀ

TELECOMMUNICATIONS CORPORATION

Verità Telecommunications Corporation
47059 Five Mile Road
Plymouth, MI 48170

REVISIONS:

| # | DATE | DESCRIPTION | INT. |
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| 2 | 07/07/20 | REVISIONS | JB |
| 1 | 06/26/20 | REVISIONS | JB |
| 0 | 06/17/20 | PERMITTING | DM |

PROFESSIONAL STAMP

**ISSUED
FOR
PERMITTING**

PROJECT NAME:

**IMP 14531
826 W KING ST
UNDERGROUND FIBER ROUTE**

PROJECT LOCATION:

**OWOSSO,
MICHIGAN**

SHEET TITLE:

**COVER SHEET &
PROJECT INFORMATION**

SHEET NUMBER:

C1

EVERSTREAM PROJECT TEAM

APPLICANT:
EVERSTREAM SOLUTIONS, LLC
300 S. WASHINGTON SQUARE
SUITE 140
LANSING, MI 48933
PHONE: (888) 664-1905
FAX: N/A

ENGINEER/ARCHITECT:
VERITÀ TELECOMMUNICATIONS CORP.
47059 FIVE MILE ROAD
PLYMOUTH, MI 48170
PHONE: (734) 862-4790

CONSTRUCTION MANAGER:
TBD
CONTACT: TBD
PHONE: TBD

PROJECT MANAGER:
EVERSTREAM SOLUTIONS, LLC
300 S. WASHINGTON SQ STE.140
LANSING, MI
CONTACT: TADD MARCELL
PHONE: (517) 679-7575

MUNICIPAL AFFAIRS:
EVERSTREAM SOLUTIONS, LLC
CONTACT: CLARISE JACKSON
PHONE: (517) 742-4020

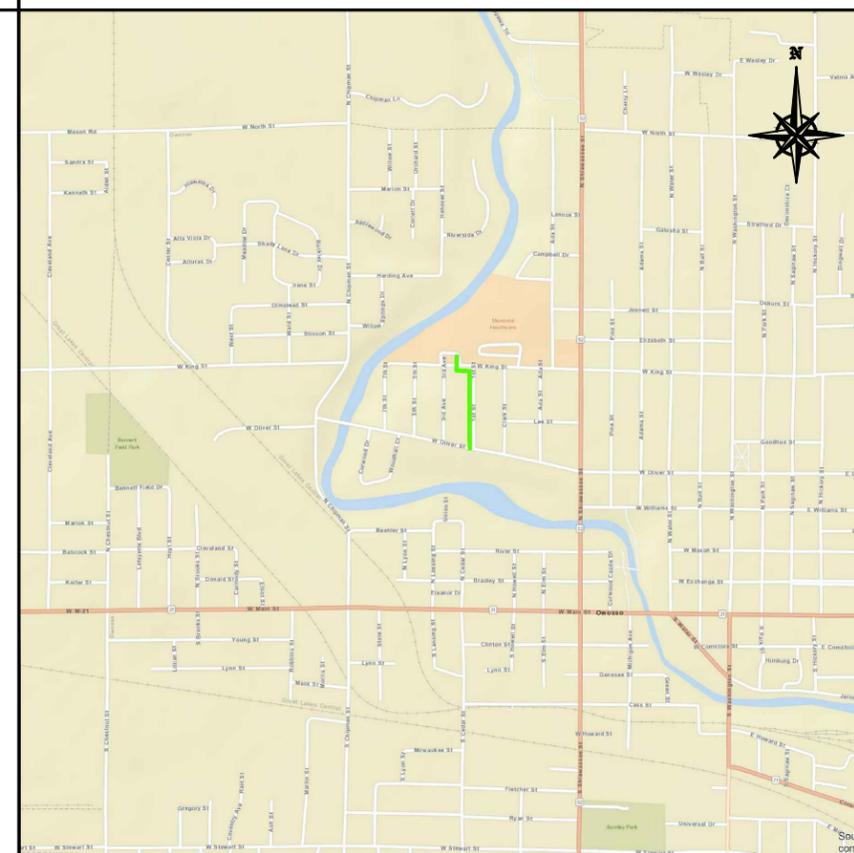
PERMITTING AGENCIES

CITY OF OWOSSO
PUBLIC WORKS
CONTACT: DEBBIE HEBERT
PHONE: (989) 725-0550

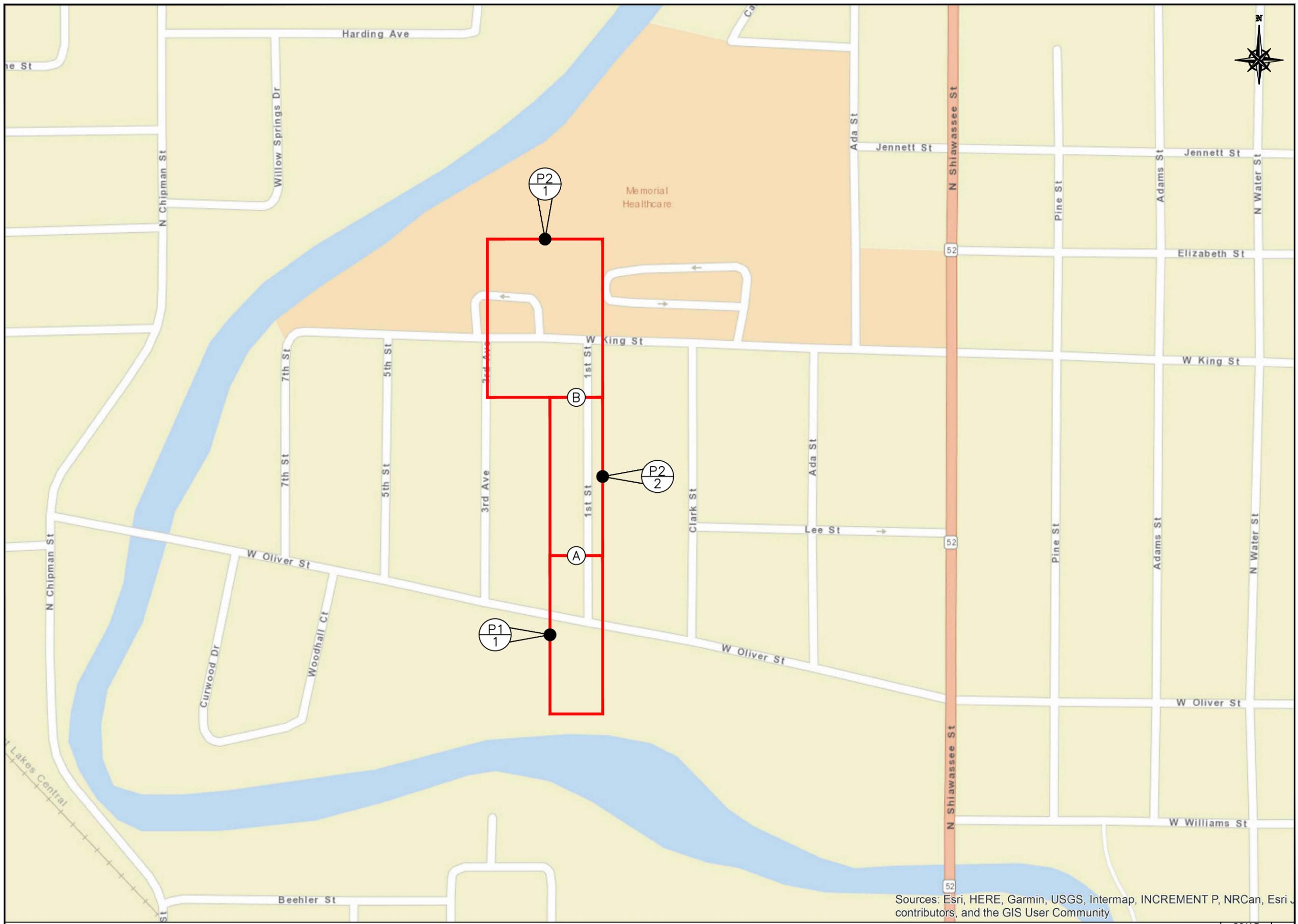
SHEET INDEX

- C1 COVER SHEET & PROJECT INFORMATION
- C2 PROJECT KEY MAP
- D1 TYPICAL CONSTRUCTION DETAILS
- L1 GENERAL NOTES ABBREVIATIONS & SYMBOLS
- P1 W OLIVER ST & 1ST ST
- P2 1ST ST & W KING ST

VICINITY MAP



| EVERSTREAM PROJECT TEAM | PERMITTING AGENCIES | SHEET INDEX | VICINITY MAP |
|--|--|---|--------------|
| <p>APPLICANT: EVERSTREAM SOLUTIONS, LLC 300 S. WASHINGTON SQUARE SUITE 140 LANSING, MI 48933 PHONE: (888) 664-1905 FAX: N/A</p> <p>ENGINEER/ARCHITECT: VERITÀ TELECOMMUNICATIONS CORP. 47059 FIVE MILE ROAD PLYMOUTH, MI 48170 PHONE: (734) 862-4790</p> <p>CONSTRUCTION MANAGER: TBD CONTACT: TBD PHONE: TBD</p> <p>PROJECT MANAGER: EVERSTREAM SOLUTIONS, LLC 300 S. WASHINGTON SQ STE.140 LANSING, MI CONTACT: TADD MARCELL PHONE: (517) 679-7575</p> <p>MUNICIPAL AFFAIRS: EVERSTREAM SOLUTIONS, LLC CONTACT: CLARISE JACKSON PHONE: (517) 742-4020</p> | <p>CITY OF OWOSSO PUBLIC WORKS CONTACT: DEBBIE HEBERT PHONE: (989) 725-0550</p> | <ul style="list-style-type: none"> C1 COVER SHEET & PROJECT INFORMATION C2 PROJECT KEY MAP D1 TYPICAL CONSTRUCTION DETAILS L1 GENERAL NOTES ABBREVIATIONS & SYMBOLS P1 W OLIVER ST & 1ST ST P2 1ST ST & W KING ST | |



PROJECT KEY MAP

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri contributors, and the GIS User Community

SCALE
NTS 1

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ISSUED FOR PERMITTING

PROJECT NAME:

**IMP 14531
826 W KING ST
UNDERGROUND FIBER ROUTE**

PROJECT LOCATION:

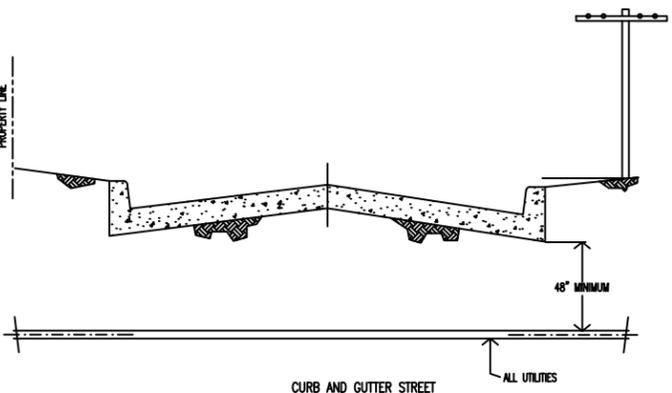
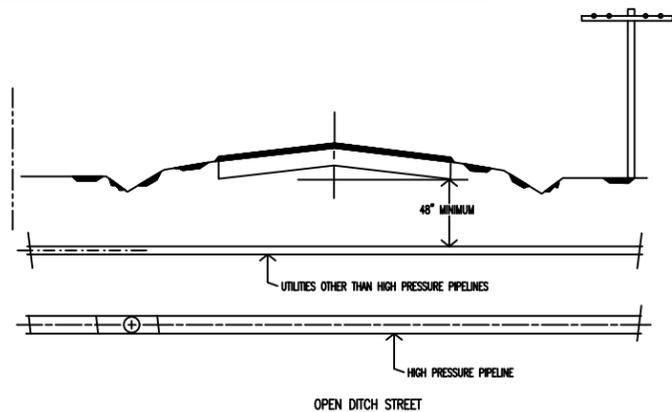
**OWOSSO,
MICHIGAN**

SHEET TITLE:

PROJECT KEY MAP

SHEET NUMBER:

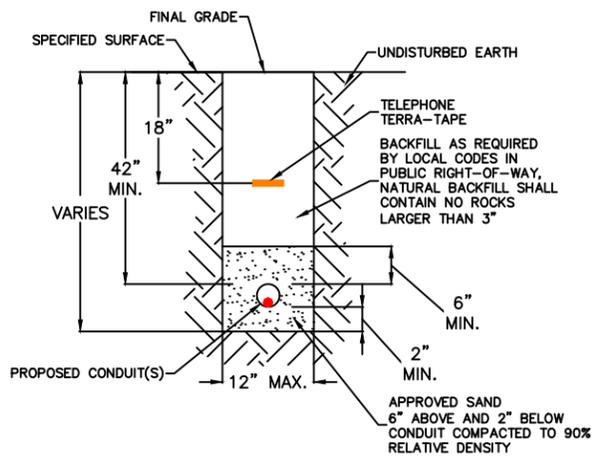
C2



DOT STREET CROSS SECTION DETAILS

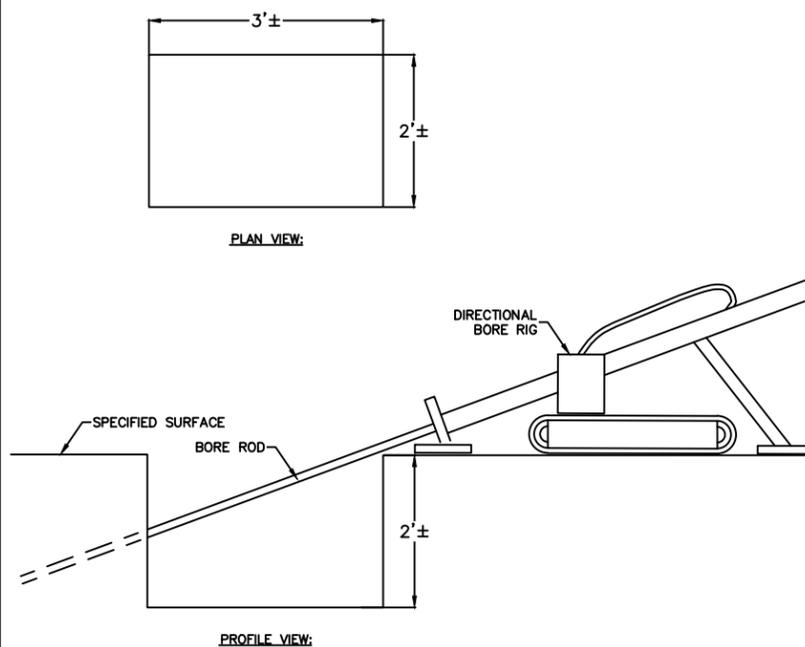
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TRENCH DETAIL



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DIRECTIONAL BORE PIT DETAIL

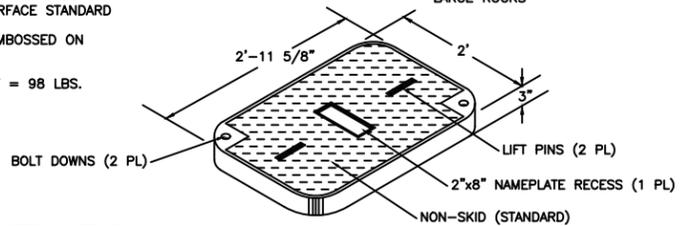


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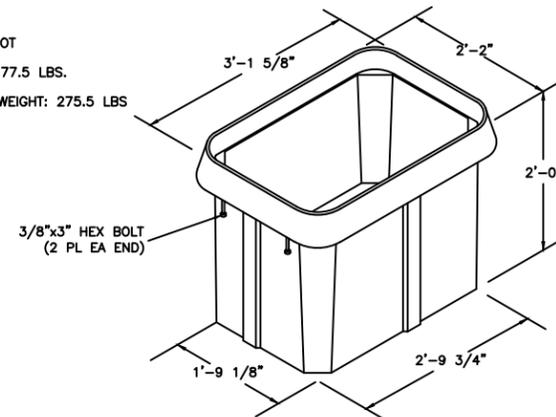
- COVER FEATURES:**
- STANDARD LOAD RATING: 20,800 LBS. WHEEL LOAD ON 10"x20" PLATE
 - 2 BOLT DOWN LOCATIONS
 - STAINLESS STEEL BOX INSERTS
 - POLYMER CONCRETE CONSTRUCTION
 - NON-SKID SURFACE STANDARD
 - 20K TO BE EMBOSSED ON COVER
 - COVER WEIGHT = 98 LBS.

INSTALLATION DETAILS:

- 4" TO 6" OF COMPACTED CRUSHED ROCK TO BE USED AS BASE BELOW HANDHOLE
- TOP OF HANDHOLE ENCLOSURE TO BE LEVEL WITH GRADE
- BACKFILL MATERIAL AROUND ENCLOSURE SHOULD BE FREE OF ANY FOREIGN MATERIAL OR LARGE ROCKS

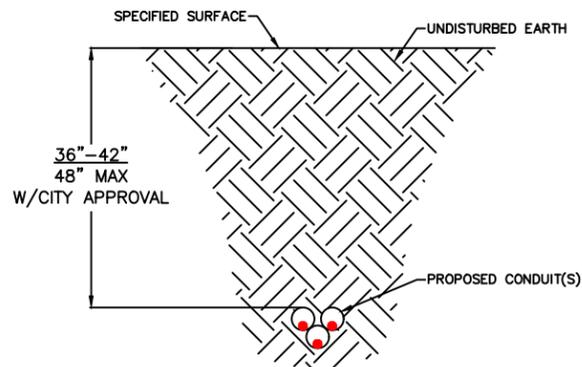


- VAULT FEATURES:**
- POLYMER CONCRETE CONSTRUCTION
 - LIGHTWEIGHT
 - STACKABLE FOOT
 - BOX WEIGHT 177.5 LBS.
 - TOTAL ASSEMBLY WEIGHT: 275.5 LBS



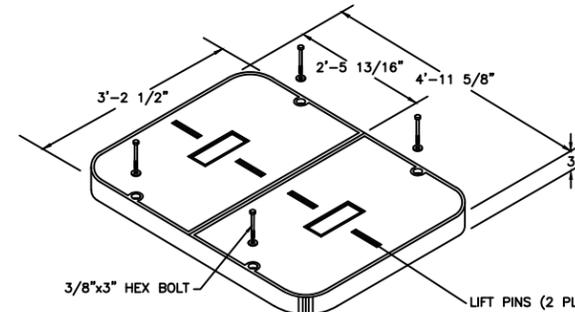
SMALL VAULT DETAIL

SCALE
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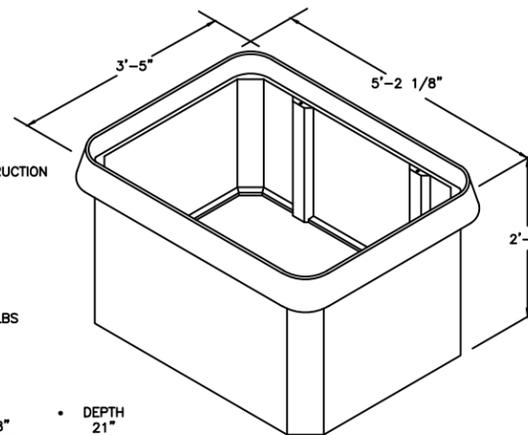


SCALE
NTS

- COVER FEATURES:**
- STANDARD LOAD RATING: 20,800 LBS. WHEEL LOAD ON 10"x20" PLATE
 - 77-T15/20K
 - STAINLESS STEEL BOLTS
 - POLYMER CONCRETE ASSEMBLY, STRAIGHT SIDES, NO FLOOR, WUC 3.6, ANSI/SCTE
 - NON-SKID SURFACE STANDARD
 - 20K TO BE EMBOSSED ON COVER
 - 2 PIECE COVER
 - APPROX. ASSEMBLY WEIGHT - 386 LBS



- VAULT FEATURES:**
- POLYMER CONCRETE CONSTRUCTION
 - LIGHTWEIGHT
 - STACKABLE FOOT
 - CAST IN FLOATING NUT BOX - INTEGRAL DRAIN HOLES
 - BOX WEIGHT: 392 LBS
 - TOTAL ASSEMBLY WEIGHT: 778 LBS



- INSIDE DIMENSIONS:**
- LENGTH: 57 1/4 inch, 54 inch
 - WIDTH: 36 1/8 inch, 33 3/8 inch
 - DEPTH: 21 inch, 21 inch

LARGE VAULT DETAIL

SCALE
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PROFESSIONAL STAMP

ISSUED FOR PERMITTING

PROJECT NAME:

**IMP 14531
826 W KING ST
UNDERGROUND FIBER ROUTE**

PROJECT LOCATION:

**OWOSSO,
MICHIGAN**

SHEET TITLE:

**TYPICAL
CONSTRUCTION
DETAILS**

SHEET NUMBER:

D1

GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, SUCH MONUMENTS SHALL BE REPLACED WITH APPROPRIATE MONUMENTS BY A LAND SURVEYOR. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT.
- IMPORTANT NOTICE: CALL UNDERGROUND SERVICE ALERT, 811/TOLL FREE (800) 482-7171, THREE DAYS BEFORE YOU DIG.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE POT HOLE AND LOCATING OF ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE AND MUST MAINTAIN A 1' MINIMUM VERTICAL CLEARANCE.
- IF ANY EXISTING HARDSCAPE OR LANDSCAPE INDICATED ON THE APPROVE PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND PER THE APPROVED PLANS.
- CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNAL LOOPS, CONDUIT, AND LANE STRIPING DAMAGED DURING CONSTRUCTION.
- THIS PROJECT WILL BE INSPECTED BY ENGINEERING AND FIELD ENGINEERING DIVISION.
- MANHOLES OR COVERS SHALL BE LABELED EVERSTREAM.
- CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET THE APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
- CONTRACTOR SHALL HAVE EMERGENCY MATERIALS AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHEREBY FLOWS MAY GENERATE EROSION AND SEDIMENT POLLUTION.

SPECIAL NOTES

- INDEMNIFICATION CLAUSE: THE CONTRACTOR AGREES AND SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTIES. THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONDITIONS. THE CONTRACTOR FURTHER AGREES TO DEFEND INDEMNITY AND HOLD EVERSTREAM, REPRESENTATIVES, AND ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT.
- PRIOR TO THE BEGINNING OF ANY CONSTRUCTION AND THROUGHOUT THE COURSE OF CONSTRUCTION WORK, THE CONTRACTOR SHALL FULLY COMPLY WITH "MICHIGAN OCCUPATIONAL SAFETY AND HEALTH" ACT OF 1973 INCLUDING ALL REVISIONS AND AMENDMENTS THERE TO.
- ALL WORK SHALL CONFORM TO THE LATEST STANDARD "SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" AS ADOPTED BY THE CITY, COUNTY OR STATE AS MODIFIED BY STANDARD PLANS AND ADDENDUMS.
- THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES AS SHOWN HEREON ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST. THE CONTRACTOR SHALL VERIFY PRIOR TO THE START OF CONSTRUCTION AND SHALL USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY OR AGENCY FACILITIES WITHIN THE LIMITS OF WORK, WHETHER THEY ARE SHOWN ON THIS PLAN OR NOT.
- THE CONTRACTOR SHALL NOTIFY THE CITY, COUNTY OR STATE ENGINEER INSPECTION DEPARTMENT, AT LEAST TWO DAYS BEFORE START OF ANY WORK REQUIRING THEIR INVOLVEMENT.
- THE CITY, COUNTY OR STATE SHALL SPECIFY THE EXPIRATION PERIOD OF THE PERMIT FOR THIS CONSTRUCTION PROJECT.
- THE MINIMUM COVER FOR ALL CONDUITS PLACED UNDERGROUND SHALL BE 36 INCHES TO THE FINISHED GRADE AT ALL TIMES.
- THE CONTRACTOR SHALL TUNNEL ALL CURB AND GUTTERS AND BORE ALL CONCRETE DRIVEWAYS AND WALKWAYS AT THE DIRECTION OF THE CITY, COUNTY OR STATE ENGINEER.
- ALL A.C AND/OR CONCRETE PAVEMENT SHALL BE REPLACED AT THE DIRECTION OF THE CITY, COUNTY OR STATE ENGINEERS.
- ALL SHRUBS, PLANTS OR TREES THAT HAVE BEEN DAMAGED OR DISTURBED DURING THE COURSE OF THE WORK, SHALL BE REPLANTED AND/OR REPLACED SO AS TO RESTORE THE WORK SITE TO ITS ORIGINAL CONDITION.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROCESSING OF ALL APPLICANT PERMIT FORMS ALONG WITH THE REQUIRED LIABILITY INSURANCE FORMS. CLEARLY DEMONSTRATING THAT EVERSTREAM, THE CITY, COUNTY OR STATE IS ALSO INSURED WITH THE REQUIRED LIABILITY INSURANCE FOR THIS CONSTRUCTION PROJECT.
- VAULTS, PEDESTALS, CONDUITS AND OTHER TYPES OF SUBSTRUCTURE ARE EITHER SPECIFIED ON THIS PLAN OR WILL BE SPECIFIED BY THE CONSTRUCTION ENGINEER. ANY AND ALL DEVIATIONS FROM THE SPECIFIED TYPES OF MATERIAL MUST BE APPROVED BY THE SYSTEM ENGINEER, IN WRITING BEFORE INSTALLATION THEREOF.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES IN INCLUDING SEWER LATERALS & WATER SERVICES TO INDIVIDUAL LOTS BOTH VERTICAL AND HORIZONTAL PRIOR TO COMMENCING IMPROVEMENT OPERATIONS.
- CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISION IS NECESSARY BECAUSE OF LOCATION OF EXISTING UTILITIES.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FROM EXISTING RECORDS AND CORROBORATED, WHERE POSSIBLE, WITH FIELD TIES. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATIONS SHOWN, BOTH HORIZONTAL AND VERTICALLY. PRIOR TO CONSTRUCTION, IF EXISTING LOCATIONS VARY SUBSTANTIALLY FROM THE PLANS. THE ENGINEER SHOULD BE NOTIFIED TO MAKE ANY CONSTRUCTION CHANGES REQUIRED.

EROSION AND SEDIMENT CONTROL NOTES

- TEMPORARY EROSION/SEDIMENT CONTROL PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR OR QUALIFIED PERSON AS INDICATED BELOW:
- ALL REQUIREMENTS OF THE CITY, COUNTY AND STATE "STORM WATER STANDARDS" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADING/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), WATER QUALITY TECHNICAL REPORT (WQTR), AND/OR WATER POLLUTION CONTROL PLAN (WPCP).
 - FOR STORM DRAIN INLETS, PROVIDE A GRAVEL BAG SILT BASIN IMMEDIATELY UPSTREAM OF INLET AS INDICATED ON DETAILS.
 - FOR INLETS LOCATED AT SUMPS ADJACENT TO TOP OF SLOPES. THE CONTRACTOR SHALL ENSURE THAT WATER DRAINING TO THE SUMP IS DIRECTED INTO THE INLET AND THAT A MINIMUM OF 1.00' FREEBOARD EXISTS AND IS MAINTAINED ABOVE THE TOP OF THE INLET. IF FREEBOARD IS NOT PROVIDED BY GRADING SHOWN ON THESE PLANS THE CONTRACTOR SHALL PROVIDE IT VIA TEMPORARY MEASURES, I.E. GRAVEL BAGS OR DIKES.
 - THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF SILT AND MUD ON ADJACENT STREET(S) AND STORM DRAIN SYSTEM DUE TO CONSTRUCTION ACTIVITY.
 - THE CONTRACTOR OR QUALIFIED PERSON SHALL CHECK AND MAINTAIN ALL LINED AND UNLINED DITCHES AFTER EACH RAINFALL.
 - THE CONTRACTOR SHALL REMOVE SILT AND DEBRIS AFTER EACH MAJOR RAINFALL.
 - EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
 - THE CONTRACTOR SHALL RESTORE ALL EROSION/SEDIMENT CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER OF RESIDENT ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
 - THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION/SEDIMENT CONTROL MEASURES AS MAY BE REQUIRED BY THE RESIDENT ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORESEEN CIRCUMSTANCES, WHICH MAY ARISE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
 - ALL EROSION/SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED GRADING PLAN SHALL BE INCORPORATED HEREON. ALL EROSION/SEDIMENT CONTROL FOR INTERIM CONDITIONS SHALL BE DONE TO THE SATISFACTION OF THE RESIDENT ENGINEER.
 - GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
 - ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS IMMINENT.
 - THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING FOR THE AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION/SEDIMENT CONTROL MEASURES.
 - THE CONTRACTOR SHALL ARRANGE FOR WEEKLY MEETINGS DURING OCTOBER 1ST TO APRIL 30TH FOR PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED PERSON, EROSION CONTROL SUBCONTRACTOR IF AN ENGINEER OF WORK, OWNER/DEVELOPER AND THE RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION/SEDIMENT CONTROL MEASURE AND OTHER RELATED CONSTRUCTION ACTIVITIES.

ABBREVIATIONS

| | | |
|-------------------------|----------------------|---------------------------|
| AL ALUMINUM | (F) FUTURE | PRELIM PRELIMINARY |
| ALY ALLOY | FLR FLOOR | PWR POWER |
| ANT ANTENNA | FOC FACE OF CURB | QTY QUANTITY |
| AGL ABOVE GROUND | FT FOOT | R RADIUS |
| | FS FARSIDE | RAD RADIATION |
| AMSL ABOVE MEAN | FSTNR FASTENER | RC RAD CENTER |
| | GALV GALVANIZED | RCVR RECEIVER |
| APVD APPROVED | GA GAUGE | RELOC RELOCATED |
| APPROX APPROXIMATE | GEN GENERATOR | REQD REQUIRED |
| AR, A/R AS REQUIRED | GND GROUND/GROUNDING | ROW RIGHT OF WAY |
| BAT BATTERY | ID INSIDE DIAMETER | SH SHEET |
| BC BOLT CIRCLE | MATL MATERIAL | SPLY SUPPLY |
| BLDG BUILDING | MFR MANUFACTURER | SS STAINLESS STL |
| BRKT BRACKET | MTD MOUNTED | STD STANDARD |
| CAB CABINET | MTG MOUNTING | STL STEEL |
| CL CENTERLINE | MTR METER | STRL STRUCTURAL |
| CONC CONCRETE | MAX MAXIMUM | SQ SQUARE |
| CND CONDUIT | MIN MINIMUM | SW SWITCH |
| DN DOWN | (N) NEW | THD THREAD |
| (E) EXISTING | NS NEARSIDE | THK THK |
| EA EACH | NTS NOT TO SCALE | TNND TINNED |
| EL ELEVATION | OC ON CENTER | TYP TYPICAL |
| EMBED EMBEDMENT | OD OUTSIDE DIAMETER | UBC UNIFORM BUILDING CODE |
| EMER EMERGENCY | (P) PROPOSED | W/ WITH |
| ENCL ENCLOSURE | PLYWD PLYWOOD | W/O WITHOUT |
| EP.EOP EDGE OF PAVEMENT | PL PLACES | XMFR TRANSFORMER |
| EQPT EQUIPMENT | PNL PANEL | XMTR TRANSMITTER |
| EQ SP EQUAL SPACE | P/O PART OF | |
| HGT HEIGHT | POSN POSITION | |

CODE COMPLIANCE

- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
- MICHIGAN BUILDING CODE IBC.
 - MICHIGAN ADMINISTRATIVE REGULATIONS.
 - ANSI/ EIA-222-F LIFE SAFETY CODE NFPA.
 - BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA)
 - MICHIGAN ELECTRICAL CODE NEC.
 - MICHIGAN MECHANICAL CODE IMC.
 - MICHIGAN PLUMBING CODE IPC.
 - LOCAL BUILDING CODE(S).
 - CITY AND/OR COUNTY ORDINANCES.
 - MUST COMPLY TO LATEST MICHIGAN FIRE CODE. (AND LATEST MUNICIPAL FIRE CODE).



GENERAL NOTES

Standard Aerial Installation:

- 40" Minimum Clearance From Neutral/Power
- Attachment Heights will be Provided on CD's
- 10M Strand For All New Aerial Construction
- No Bolts to Protrude More than 1.5" to 2"
- Double Lash for Any Overlash or New Strand
- Fiber Tags to be Placed at All Clamp Locations
- (1) 10' Riser Guard per Pole
- Strap Cable to Pole from Top of Riser to Strand
- All Down Guys Require Johnny Ball and Guard
- DelTec Spacers, Straps & Heads for Storage Loops
- DelTec Spacer, Straps & Heads for Splice Locations
- Utilize Tree Guard Where Necessary
- Ground Where Verticals are Available

Standard Underground Installation:

- 36"-42" (48" MAX) Boring Depth Unless Otherwise Noted
- Bore Running Line will be Provided on CD's
- 2" Conduit - SDR-11 For All Locations
- 2" Compression Couplers at Tie-Ins
- 24x36x30 & 30x60x30 HH Types
- Locate Stations every 2500' w/Ground Rod
- Marker Posts 1000', Intersections & Route Changes
- #12 Locate Wire along Route and Locate Stations
- Jack Moon Duct Plugs at HH Locations
- 4"-6" of Crushed Rock Fill for HH Base
- Wrap Around Cable Tags per Cable in HH
- Directional Cable Ties Required

| | | | | |
|--|--|--|--|---|
| <p>GAS (E) UG GAS</p> <p>PIL (E) UG PETROLEUM</p> <p>W (E) UG WATER</p> <p>R (E) UG STORM</p> <p>S (E) UG SANITARY</p> <p>TV (E) UG CABLE TV</p> <p>T (E) UG TELEPHONE</p> <p>FO (E) UG FIBER OPTIC</p> <p>E (E) UG POWER</p> <p>PWR (E) OVERHEAD POWER</p> <p>OH (E) OVERHEAD COMM.</p> <p>(E) BUILDING</p> <p>(E) WATER BODY</p> <p>(E) WASH/WETLAND</p> <p>(E) CULVERT</p> <p>(E) FENCE</p> <p>(E) BLOCK WALL</p> <p>(E) GUARDRAIL</p> <p>(E) ROAD EDGE/CURB</p> <p>(E) LIP OF GUTTER</p> <p>(E) DIRT ROAD</p> <p>(E) DRIVEWAY</p> <p>(E) SIDEWALK</p> | <p>(E) BOUNDARY LINE</p> <p>(E) RIGHT OF WAY</p> <p>(E) PROPERTY LINE</p> <p>RAILROAD</p> <p>(E) LANE STRIPE</p> <p>(P) AERIAL NEW BUILD</p> <p>(P) AERIAL OVERLASH</p> <p>(P) DIRECTIONAL BORE</p> <p>(P) OPEN TRENCH</p> <p>(P) PLOW</p> <p>(P) STATIONING</p> <p>(P) VAULT</p> <p>(P) BORE PIT</p> <p>BUSH</p> <p>DECIDUOUS TREE</p> <p>CONIFEROUS TREE</p> <p>ELECTRIC SIGN</p> <p>BIKE RACK</p> <p>TRASHCAN</p> <p>POST/MARKER</p> <p>UNKNOWN MANHOLE</p> <p>UNKNOWN VAULT</p> <p>FIBER VAULT</p> | <p>FIBER PED</p> <p>TELEPHONE MANHOLE</p> <p>TELEPHONE VAULT</p> <p>TELEPHONE LARGE PED</p> <p>TELEPHONE SMALL PED</p> <p>CATV HAND HOLE</p> <p>CATV VAULT</p> <p>CATV LARGE PED</p> <p>CABLE SMALL PED</p> <p>SANITARY SEWER MANHOLE</p> <p>STORM SEWER MANHOLE</p> <p>STORM CATCH BASIN</p> <p>WATER BLOW OFF</p> <p>WATER VALVE</p> <p>WATER CURB BOX</p> <p>WATER GATE AND VALVE</p> <p>WATER MANHOLE</p> <p>FIRE HYDRANT</p> <p>WATER VAULT</p> <p>BACKFLOW VALVE</p> <p>AIR RELIEF VALVE</p> <p>WATER WELL MONITOR</p> <p>PLUG & CAP</p> | <p>PRESSURE REDUCING VALVE</p> <p>NON-POTABLE VALVE</p> <p>NON-POTABLE MANHOLE</p> <p>CATHODIC PROT. TEST</p> <p>JUNCTION BOX</p> <p>PULL BOX</p> <p>SUBSURFACE XFR</p> <p>PADMOUNTED 3PH XFR</p> <p>PAD MOUNTED SWITCHING</p> <p>PAD MOUNTED JUNCTION</p> <p>PAD MOUNTED SECTIONALIZER</p> <p>PAD MOUNTED CAPACITOR</p> <p>PAD MOUNTED BREAK SWITCH</p> <p>PAD MOUNTED FUSE DISCONNECT</p> <p>RECTANGLE POWER MANHOLE</p> <p>LARGE POWER PED</p> <p>POWER MANHOLE</p> <p>ELECTRIC CABINET</p> <p>CROSS WALK POLE</p> <p>LIGHT POLE SMALL</p> <p>LIGHT POLE LARGE</p> <p>LIGHT POLE LARGE DOUBLE</p> <p>POWER POLE</p> | <p>TRANSFORMER POLE</p> <p>JOINT POLE</p> <p>JOINT POLE W/ TRANSFORMER</p> <p>TELEPHONE POLE</p> <p>CATV POLE</p> <p>STEEL POLE</p> <p>CONCRETE POLE</p> <p>MIDSPAN CROSSING</p> <p>TRAFFIC SIGNAL</p> <p>RISER POLE</p> <p>POWER METER</p> <p>TRAFFIC SIGNAL POLE</p> <p>GAS VALVE</p> <p>GAS MANHOLE</p> <p>NORTH ARROW</p> <p>(P) FIBER</p> <p>(P) FIBER COUNT</p> <p>(P) FIBER SPLICE</p> <p>(P) FIBER MIDSHEATH</p> <p>(P) NODE</p> <p>(P) HUB</p> <p>(P) STORAGE LOOP</p> |
|--|--|--|--|---|

ROW CONSTRUCTION GENERAL NOTES

SCALE NTS 2

LEGEND & SYMBOLS

SCALE NTS 1

APPLICANT

everstream
FASTER FIBER. BETTER BUSINESS.

300 S. Washington Square, Suite 140
Lansing, MI 48933
www.everstream.net

ARCHITECT/ENGINEER



Verità Telecommunications Corporation
47059 Five Mile Road
Plymouth, MI 48170

REVISIONS:

| # | DATE | DESCRIPTION | INT. |
|---|----------|-------------|------|
| 2 | 07/07/20 | REVISIONS | JB |
| 1 | 06/26/20 | REVISIONS | JB |
| 0 | 06/17/20 | PERMITTING | DM |

PROFESSIONAL STAMP

ISSUED FOR PERMITTING

PROJECT NAME:

**IMP 14531
826 W KING ST
UNDERGROUND FIBER ROUTE**

PROJECT LOCATION:

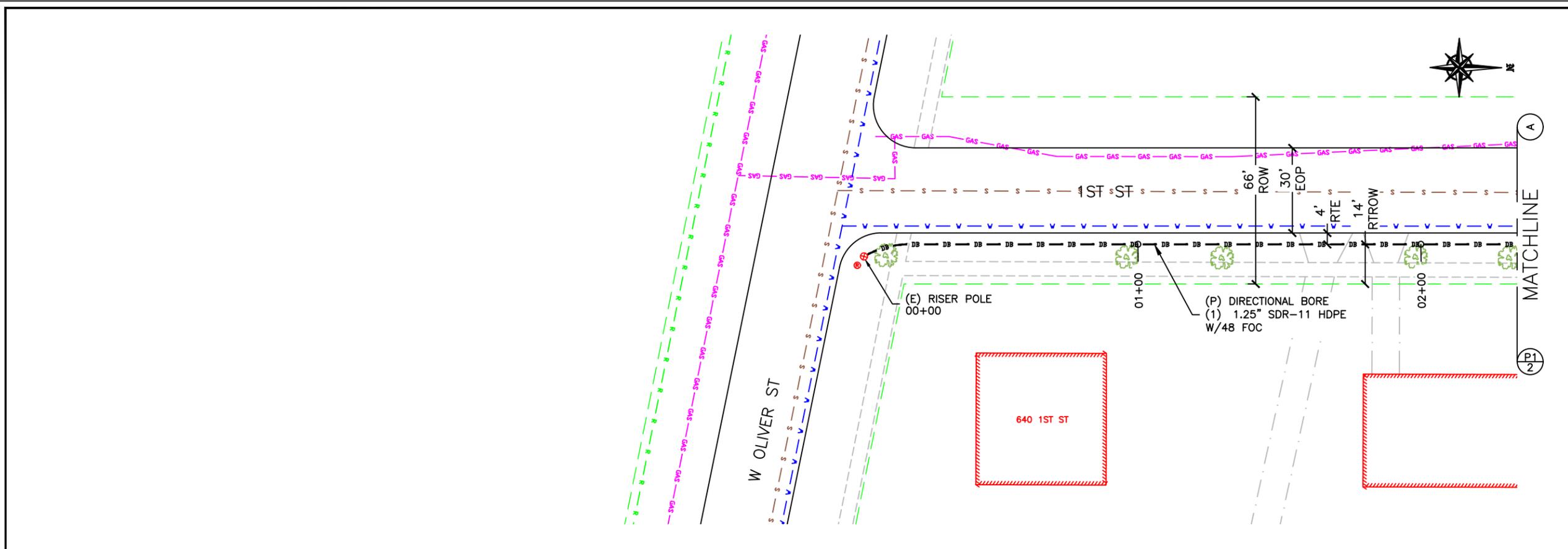
**OWOSSO,
MICHIGAN**

SHEET TITLE:

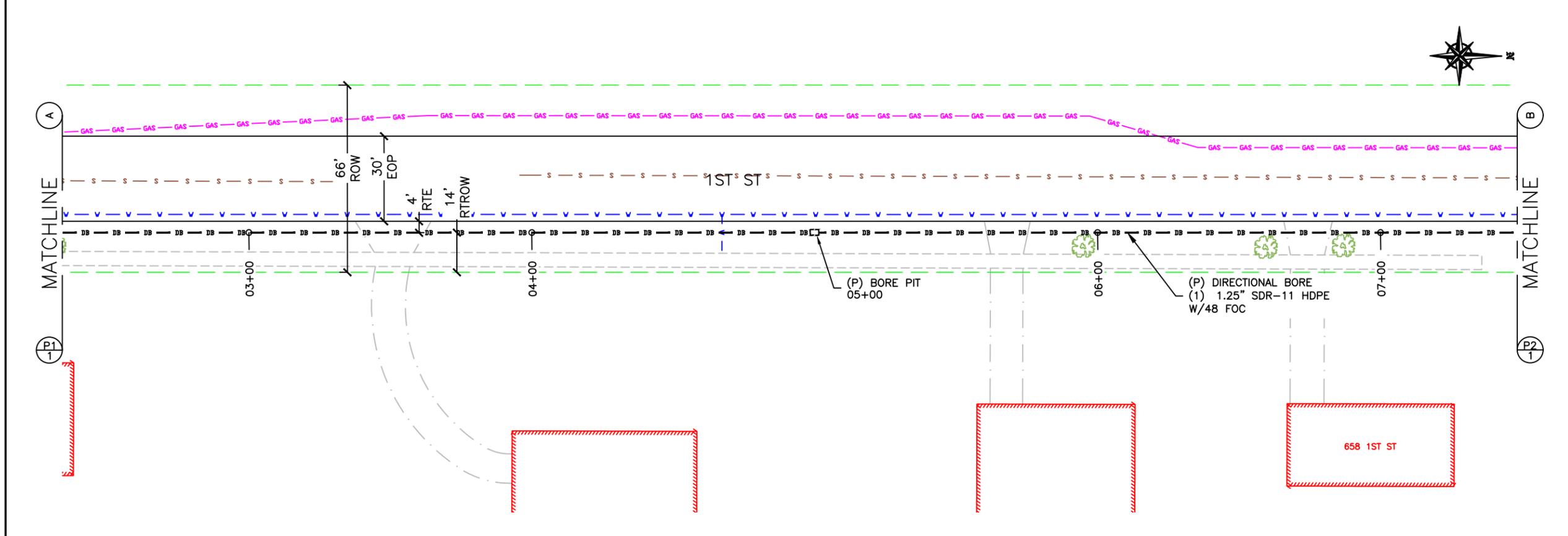
**GENERAL NOTES
ABBREVIATIONS
& SYMBOLS**

SHEET NUMBER:

L1



ROUTE PLAN 0' 10' 20' 40' B-SCALE 1"=40'-0" D-SCALE 1"=20'-0" 1



ROUTE PLAN 0' 10' 20' 40' B-SCALE 1"=40'-0" D-SCALE 1"=20'-0" 2

APPLICANT
everstream
 FASTER FIBER. BETTER BUSINESS.
 300 S. Washington Square, Suite 140
 Lansing, MI 48933
 www.everstream.net

ARCHITECT/ENGINEER

VERITA
 TELECOMMUNICATIONS CORPORATION
 Verita Telecommunications Corporation
 47059 Five Mile Road
 Plymouth, MI 48170

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PROFESSIONAL STAMP

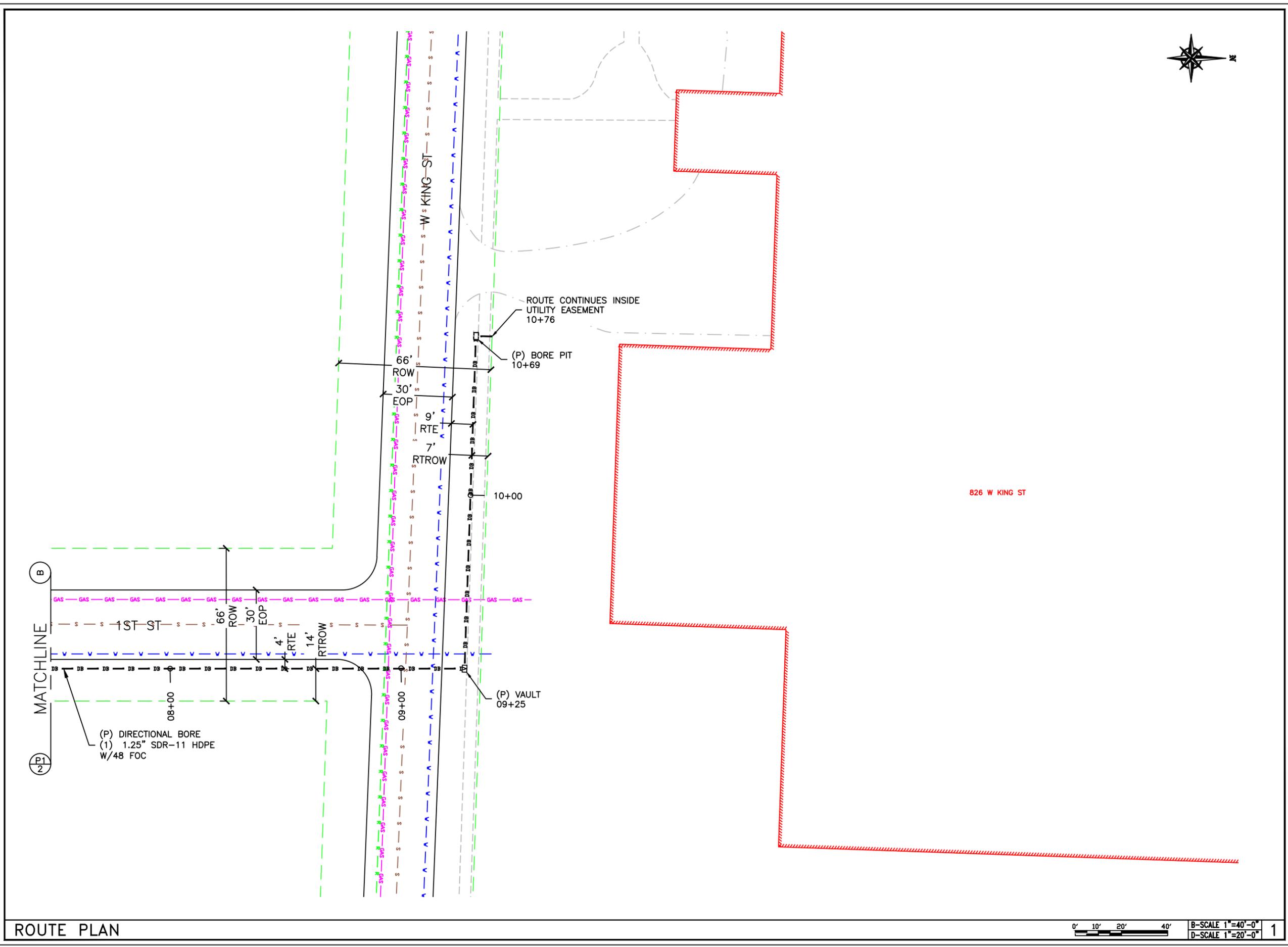
ISSUED FOR PERMITTING

PROJECT NAME:
**IMP 14531
 826 W KING ST
 UNDERGROUND FIBER ROUTE**

PROJECT LOCATION:
**OWOSSO,
 MICHIGAN**

SHEET TITLE:
**ROUTE PLAN
 W OLIVER ST &
 1ST ST**

SHEET NUMBER:
P1



APPLICANT

everstream
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300 S. Washington Square, Suite 140
Lansing, MI 48933
www.everstream.net

ARCHITECT/ENGINEER



VERITÀ
TELECOMMUNICATIONS CORPORATION
Verità Telecommunications Corporation
47059 Five Mile Road
Plymouth, MI 48170

REVISIONS:

| # | DATE | DESCRIPTION | INT. |
|---|----------|-------------|------|
| 2 | 07/07/20 | REVISIONS | JB |
| 1 | 06/26/20 | REVISIONS | JB |
| 0 | 06/17/20 | PERMITTING | DM |

PROFESSIONAL STAMP

ISSUED FOR PERMITTING

PROJECT NAME:

**IMP 14531
826 W KING ST
UNDERGROUND FIBER ROUTE**

PROJECT LOCATION:

**OWOSSO,
MICHIGAN**

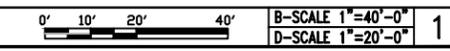
SHEET TITLE:

**ROUTE PLAN
1ST ST &
W KING ST**

SHEET NUMBER:

P2

ROUTE PLAN



1

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Everstream GLC Holding Company, LLC organized under the laws of the State of Michigan whose address is 1228 Euclid Ave Suite 250, Cleveland, OH 44115.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's Manager or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rightsof-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Owosso a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.

2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.

2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.

2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Clarise Jackson, Network Planning Associate. 1228 Euclid Ave Suite 250, Cleveland, OH 44115. 517-742-4020, cjackson@everstream.net.

3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or

department) for them is Brian Kunter, OSP Manager. , 300 S. Washington Sq Suite 140 Lansing MI 48933 517-608-8945, bkunter@everstream.net.

3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Brian Kunter, OSP Manager. 300 S. Washington Sq Suite 140 Lansing MI 48933. 517-608-8945, bkunter@everstream.net.

3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Brian Kunter, OSP Manager. 1228 Euclid Ave Suite 250, Cleveland, OH 44115. 517-608-8945, bkunter@everstream.net.

3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. 866-221-2741

3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Company, without expense to Municipality, shall, upon fortyeight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or

interference, due to changed circumstances, Company, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code

(latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its

financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan

Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or

- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or
- 7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days
(or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or
- 7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

- 8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

- 9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.
- 10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.
- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company

shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

- 12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to City of Harper Woods, 19617 Harper Ave., Harper, MI 48225

12.1.2 If to Company, to Everstream GLC Holding Company, 300 S. Washington Sq Suite 140 Lansing, MI 48933.

- 12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

- 13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

- 13.2 Duties. Company shall faithfully perform all duties required by this Permit.

- 13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

- 13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

- 13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

- 13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid,

overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

TO: City of Owosso

Attest:

By: _____
Clerk

By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

Everstream GLC Holding Company, LLC

By: Clara J.
Its: permit coordinator
Date: 6/30/2020

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities



MEMORANDUM

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

DATE: July 29, 2020
TO: City Council
FROM: Glenn M. Chinavare, Utility Director
SUBJECT: GIS Support Services - Water & Sewer System Mapping Services

RECOMMENDATION:

Approval to amend professional services agreement with Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan, as an addendum to city council approved resolution 26-2015 dated April 6, 2015, providing additional GIS & Asset Management Services in the amount of \$20,000.00.

BACKGROUND:

OHM has developed geodatabases for the Water Distribution System, the Sanitary Sewer Collection System, and the Storm Sewer Collection. These mapping and asset management systems will require as needed support for the implementation of new GIS field applications, training of staff, and up keep of other field data where required.

Previous approvals for such services are:

| | |
|---------------------------------------|--------------------------------|
| Council approved 07 August 2017..... | \$30,000.00 - Support Services |
| Council approved 06 August 2018 | \$20,000.00 - Support Services |
| Council approved 17 December 2018... | \$30,000.00 - Support Services |
| Council Approved 06 January 2020.... | \$15,000.00 - Support Services |

FISCAL IMPACTS:

The additional services proposed are a not-to-exceed \$20,000.00. Services are chargeable to the FY 2020-2021 Water Fund account 591-552-818.000, Sewer Fund account 590-549-818.000, and Street Fund accounts 202/203-463-818.000.

Document originated by:

Glenn M. Chinavare, Director of Public Services & Utilities

Attachments: (1) Resolution

RESOLUTION NO.

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

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors by the adoption of Resolution 26-2015 on April 6, 2015; and

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

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

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the contract approved by Resolution 26-2015 on April 6, 2015 with Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors to include additional services in the amount of \$20,000.00 for ongoing GIS database mapping services.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors, in the amount of \$95,000.00 plus addendum in the amount of \$20,000.00, for a total not to exceed of \$115,000.00 for GIS-Asset Management General Services.
- THIRD: The above expenses shall be paid from water funds, sewer funds, and street funds.



Warrant 587
July 28, 2020

| Vendor | Description | Fund | Amount |
|--|--|--------------|--------------------|
| Shiawassee Area Transportation Agency | Annual local funding commitment for FY 20/21 | General | \$64,047.97 |
| B S & A Software | Annual service and support for ten modules-8/1/20- 8/1/21 | Various | \$12,589.00 |
| | | Total | \$76,636.97 |



DATE: 8.3.20
TO: CITY COUNCIL
FROM: CITY MANAGER
SUBJECT: 21 Day Posting Period – Residential property purchase offer – 424 Grover

BACKGROUND:

The City of Owosso owns an empty residential lot at 424 Grover Street that recently had a condemned house demolished at city expense. The cost of that demolition was \$18,000 as asbestos was present in the structure. The City has owned this property since 2015 after receiving it from the State of Michigan through the first right of refusal process.

This offer to purchase the property is for \$3,000. The potential buyer wants it to enlarge his yard as he owns the home next to the lot. The City Assessor has a cash value of \$5,300 assigned to the lot.

This lot is identified in the current Master Plan as part of a future greenspace project along the river in the floodplain. So if Council wishes to sell the lot, I would recommend including a condition that the buyer, and subsequent owners, cannot build a structure on the lot for any reason.

FISCAL IMPACT:

The offer for the property is \$3,000. This would be recorded in the City's General Fund as revenue.

RECOMMENDATION:

The City's Master Plan is not a binding document. However, it is a useful tool for long term planning in the city. This area is prone to flooding and is in the flood plain. If you decide to sell this lot – at whatever price – please make sure to make it conditional on never building a structure on the lot again. I am fine with selling it with this condition in place.

RESOLUTION NO.

**RESOLUTION AUTHORIZING 21-DAY POSTING OF PURCHASE AGREEMENT FOR
THE SALE OF CITY-OWNED PROPERTY AT 424 GROVER STREET**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, owns parcel 050-180-005-004-00, consisting of a residential lot at 424 Grover Street; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received an offer to purchase said parcel for seventy-five thousand dollars (\$3,000); and

WHEREAS, the City of Owosso Master Plan identifies this parcel as part of an extensive future greenspace along the Shiawassee River in the existing floodplain; and

WHEREAS, the City of Owosso is willing to sell this parcel with the condition that no structure of any type shall be built on the parcel as long as the Master Plan identifies this property as part future greenspace; and

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

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

- FIRST: The purchase agreement for the property described above be posted for a 21-day period to allow for citizen comment and other offers.
- SECOND: The mayor and city clerk are instructed and authorized to sign the document substantially in the form attached, Buy and Sell Agreement between the City of Owosso, Michigan and Douglas Kenyon for \$3,000.
- SECOND: The proposed agreement be returned to Council at the meeting of Tuesday, September 8, 2020 for potential final disposition.



Greater Shiawassee Association of REALTORS®



Buy and Sell Agreement

Offer Date: 7-22, 2020

Selling Office: Richard Selleck & Sons Selling REALTOR® Mike Selleck

REALTOR'S® Email Address: sellecks@michonline.net Phone: _____

Listing Office: _____ Listing REALTOR® _____

REALTOR'S® Email Address: _____ Phone: 725-2188

1. **AGENCY AGREEMENT**-The Buyer(s) has reviewed, signed and is in receipt of the Agency Disclosure Form. Buyer acknowledges that they are not party to an Exclusive Buyers agency Agreement with any other real estate Broker. [Signature] Buyer's Initials

2. **PROPERTY DESCRIPTION:** Buyer agrees to buy from Seller the property located at 424 Grover Owosso, MI 48867, Shiawassee County,

Michigan, and legally described as: _____

_____ Tax ID# 050-180-005-004-00

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

Includes: _____

Excludes: _____

3. **Purchase Price:** The purchase price for the property is 3,000 Dollars

4. **Method of Payment:** All payments must be in the form of cash, certified check, cashier's check, or money order. The purchase will be completed by the following method:

- CASH: Buyer will pay the purchase price in cash upon Seller's delivery of a warranty deed conveying marketable title.
- NEW MORTGAGE: This Agreement is contingent on Buyer's ability to obtain a _____ mortgage loan in the amount of _____%LTV. Buyer will provide evidence of mortgage application within 5 _____ days and appraisal order from Buyer's lender within _____ days of the date of this Agreement. If Buyer fails to deliver to Seller evidence of the loan approval before _____, 20____, Seller may cancel this Agreement. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.

CONCESSIONS: Seller shall pay up to: \$_____ and/or _____% of purchase price towards Buyer's closing costs, escrows, prepaids and/or loan discount points.

- LAND CONTRACT: Buyer will purchase the property on land contract with a \$_____ down payment and monthly installments of principal and interest in the amount of \$_____ or more, including annual interest of _____ percent. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing.

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

- Is not contingent upon the sale or closing of another home.
- Is contingent upon the sale and closing of the property located at _____
See attached Addendum regarding sales contingency is currently is not currently pending.

6. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the purchase price. Seller will apply for a commitment of title insurance within _____ days after the Buyer has waived all other contingencies contained in this Agreement. Any special exception will be subject to Buyer's approval, provided that this contingency shall be deemed waived unless Buyer notifies Seller in writing within 13 _____ days of receipt of the commitment. Seller will have 30 days after receiving written notice to remedy any claimed defect.

7. **CLOSING COSTS:** Seller shall pay all state and county transfer taxes and costs required to convey clear title. Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs and fees required in connection with the Buyer's loan and the issuance of the lender's title insurance policy.

When the sale is either Cash or seller Financed, the closing fee charged by the closing agent shall be paid by Seller Buyer Buyer and Seller divided equally (50/50) Not Applicable

8. **SELLER IS RESPONSIBLE:** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed. The property will be left free and clear of all trash and personal property not included in this contract. Seller confirms by signing this agreement that property and improvement(s) will be in comparable condition upon possession.

9. **TAXES: (FOR PURPOSES OF THIS AGREEMENT):** Real estate taxes and current installments of special assessments shall be prorated as indicated by "X" below, the amount to be based on the most recent issued tax bills available at the time of closing.

- A. No tax prorations. Seller is responsible for all tax bills issued prior to closing.
- B. The immediately previous December and July tax bills (if any) having been paid by the Seller, will be prorated to the date of closing as if paid in advance for the current year of December 1st through November 30th and July 1st through June 30th respectively. Also includes Village taxes if any.
- C. July and December taxes to be combined and prorated in ARREARS, with Seller being charged from January 1, to closing date, less July and December tax amounts if paid by Seller.
- D. Other:

*LOCAL MUNICIPALITIES TAXES MAY BE BASED ON DIFFERENT DUE DATES AND HAVE NO EFFECT ON TAX PROATIONS AGREED UPON IN THIS PURCHASE AGREEMENT.

Buyer acknowledges that they are responsible for all real estate tax bills due after date of closing. The Personal Residence Exemption Status of the above named Property and the potential property assessment increase due to change of ownership should be verified by Buyer with the taxing entity.

Delinquent real estate taxes and current installments of special assessments, except for perpetual assessments (ie: garbage, lighting, fire protection....), which are billed on or before the closing date shall be paid by Seller.

Any unbilled special assessment balance outstanding at the time of closing shall be the responsibility of the Seller Buyer

Broker shall hold \$200.00 from the Seller's proceeds at closing to cover the final water bill. Said funds shall be held by either Listing Broker trust account or Listing Broker designated title company escrow, which will pay the final water bill and reimburse any remainder to the seller.

10. **ALL MATTERS RELATED TO** the use or intended use of the Property, including, but not limited to, zoning, soil, borings, matters of survey, use permits, drain easements, right-of-way, etc., shall be secured and paid for by Buyer unless otherwise provided for in this Agreement or in an Addendum to the agreement.

11. **MISCELLANEOUS PRORATED ITEMS:** Rent, association fees, insurance(if assigned) as well as any existing land contract, mortgage or other lien assumed or to be paid by the Buyer, will be prorated to the date of closing.

Additional Items: _____

12. **CLOSING DATE:** Sale to be closed on or before 8-15, 2020.

13. **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) at closing or within _____ days after closing to terminate at noon on the final day (closing to apply if no choice is selected.) If possession is not delivered at closing, from and including day of closing, through date of vacating property, SELLER(S) SHALL PAY the sum of \$_____ per day. Designated escrow agent shall retain from amount due

Seller(s) the sum of 1 times daily fee, times total days for said occupancy. Designated escrow agent shall disburse occupancy fee due Buyer(s) every 30 days, upon written request from Buyer(s). Seller(s) shall be entitled to any unused portion of occupancy fee as determined by date property is vacated and keys surrendered to Buyer(s) Listing Broker Selling Broker. Seller(s) is legally obligated to deliver possession as specified herein. Brokers have no obligation, implied or otherwise, as to condition of premises or for seeing that premises are vacated on date specified.

WALK-THROUGH: Buyer has the right to walk through the property within forty-eight (48) prior to closing.

TENANTS:

Seller to vacate tenants prior to closing.

Buyer will assume responsibility for tenant's rights. All rent monies, security deposits, lease and inventory check sheets, if any, will be transferred to buyer at closing.

14. SELLER'S DISCLOSURE:

- Buyer acknowledges that a Seller's Disclosure Statement has been provided to buyer.
- Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 565.951, *et seq.*, Buyer will have 72 hours after receipt of the disclosure statement to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.
- Property is exempt from the Seller's Disclosure Act.

15. LEAD-BASED PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

Buyer acknowledges that prior to signing this Agreement, Buyer has received a copy of the *Lead-based Paint Sellers Disclosure Form* completed by the Seller on ___/___/___, the terms of which shall be part of this Agreement. Buyer also agrees (check one below):

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

16. LAND DIVISION ACT (For unplatted land only): Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

- a. The grantor grants to the grantee the right to make ⁰_____ (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the Land Division Act, MCL 560.108.
- b. This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used are protected by the Michigan right to farm act.

Caution: If the space contained in subparagraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

17. PROPERTY INSPECTIONS: Buyer acknowledges that Selling Broker/REALTOR® has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor.

This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and Buyer's expense, no later than _____ business days of the accepted date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, survey and site investigation, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection upon written notice from Buyer to Seller within this period, this Agreement may be terminated and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer to modify this Agreement based on the results of an inspection may terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing within the time for inspections.

Buyer does not desire to obtain an inspection of the property and accepts it in AS IS present condition and agrees there are no additional written or oral understandings.

SELLER AGREES to comply with Shiawassee County Point of Sale well/septic inspection ordinance, if applicable, and to pay all costs necessary to provide Health Department Conformance Letter and inspection report to Buyer. Applicable Not Applicable

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

18. **EARNEST MONEY DEPOSIT:** Buyer(s) deposits \$500 to be held by ATA National Title ("Escrowee") evidencing Buyer's good faith, such deposit shall be applied to the purchase price at closing. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the arbitration provisions in paragraph 21 below.)

19. **DEFAULT:** If Buyer defaults, Seller may enforce this Agreement, or may cancel the Agreement, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this Agreement or may demand a refund of the deposit and pursue legal remedies. (This paragraph may be subject to the arbitration provisions in paragraph 21 below.)

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

21. **ARBITRATION:** Any dispute over the disposition of any earnest money deposits or claim arising out of or related to the physical condition of any property covered by this Agreement, included without limitation claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate

does not affect the validity of the Agreement. A judgement of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This Agreement is specifically made subject to and incorporates the provision of the Michigan Uniform Arbitration Act, MCL 691.1681, et seq. This Agreement is enforceable only as to parties and brokers/agents who have agreed to arbitrate as acknowledged by their initials below. The terms of this paragraph shall survive the closing.

_____ Agree _____ Disagree

22. ELECTRONIC COMMUNICATION: As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and /or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

23. HEIRS, SUCCESSORS AND ASSIGNS: This agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

24. RELEASE: Buyer and seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents have made any representations concerning the condition of the property covered by this agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with regard to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been in or may in the future be charged against the property covered by this Agreement and in addition agree to indemnify and hold harmless the Listing broker and Selling broker and their respective agents from any and all claims related to those matters.

25. ENTIRE AGREEMENT: Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.

26. ATTORNEY RECOMMENDED: This is a legal, binding contract. Broker recommends to all parties that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been satisfied.

27. OTHER CONDITIONS: Buyer understands that this property is not a buildable lot

31. **RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER** of the Seller's response to Buyer's Offer. In the event the response was subject to changes from Buyer's Offer, the Seller's counteroffer is hereby:
 ACCEPTED AS WRITTEN REJECTED See attached addendum Buyer's Counteroffer

Any change in paragraph 31 is a counteroffer which must be accepted by the Seller on or before (date) _____, (time) _____ A.M./P.M. or THIS AGREEMENT BECOMES VOID.

Buyer Signature

Buyer Signature

Print Name

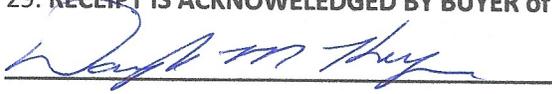
Print Name

Signed copy of completed purchase agreement to be sent to the buyer's agent.

DISCLAIMER: This form is provided as a service of the Greater Shiawassee Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Greater Shiawassee Association of REALTORS® is not responsible for the use, misuse, misrepresentation or for warranties made in connection with this form.

28. THIS OFFER WILL EXPIRE ON 7-30, 2020 at 5 pm
A.M./P.M., or upon Seller's receipt of revocation from Buyer of a copy of this Agreement.

29. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.



Buyer Signature

Buyer Signature

Print Name

Print Name

Buyer's Address: _____

Deposit is in the form of Personal Check Other _____ received by Mike Selleck U/A

Selling Broker/REALTOR®

30. SELLER'S RESPONSE TO BUYER'S OFFER:

DATE: _____, _____ A.M./P.M.

SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

BUYER'S OFFER IS HEREBY:

ACCEPTED AS WRITTEN REJECTED See attached addendum Seller's Counteroffer

All other terms, conditions and stipulations of this Agreement are to remain the same. Seller has the right to rescind this offer in writing and accept other offers until Seller or Listing Agent has received written notice of Buyers acceptance. Any change in paragraph 30 is a counteroffer which must be accepted b the Buyer on or before (date) _____, (time) _____ A.M./P.M. or THIS AGREEMENT BECOMES VOID.

Seller Signature

Seller Signature

Print Name

Print Name

Address _____ Phone _____ Date _____

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- _____ Seller's agent
_____ Seller's agent - limited service agreement
_____ Buyer's agent
_____ Buyer's agent - limited service agreement
[X] Dual agent
[X] Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
_____ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- _____ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
_____ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Handwritten signatures and dates for Licensee and Date fields.

ACKNOWLEDGEMENT

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. THIS IS NOT A CONTRACT.

Handwritten signatures and dates for Potential Buyer/Seller and Date fields.

Disclaimer This form is provided as a service of the Shiawassee Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Shiawassee Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

HISTORICAL COMMISSION - Regular Meeting Minutes

July 13, 2020

Curwood Castle

6:00 p.m. to 7:30 p.m.



OWOSSO HISTORICAL COMMISSION
THE CURWOOD COLLECTION

Call to order – Executive Director Albert Martenis called meeting to order at 6:00 p.m.

Roll call

Present: Commissioner Steven Flayer, Commissioner Mark Erickson, Vice-chair Dave Acton, Executive Director Albert Martenis, Commissioner Gary Wilson, Mayor Pro Tempore Sue Osika, Commissioner Sara Adams, Committee Member Betsy Galloway

Absent: Commissioner Heather Jacobs, Commissioner Paul Rodgers

Agenda and Minutes

Review and motion to approve the 3/9/2020 minutes: Executive director Albert M. made motion to approve, Vice Chair Acton second. Ayes all, motion carried.

Review and motion to approve the 7/13/2020 agenda: Commissioner Mark Erickson made motion to approve, Commissioner Steve Flayer second. Ayes all, motion carried.

Financial Review

Approved 2020-21 fiscal year budget

Executive Director Martenis presented the budget for review and summarized that the 2020-2021 fiscal year budget has been approved by City Council.

There was an \$8,504.00 balance transfer from the 2019-2020 fiscal year to the starting balance for the 2020-2021, indicating that the OHC under spent the 2019-2020 budget (which was the key performance goal for the 2019-2020 fiscal year).

The detailed reconciled monthly report for June was not available (the new fiscal year begins July 1st), but the total was available so the OHC knows it underran the budget from July 1st, 2019 to June 30th, 2020 by \$8,504.00.

\$130,992 is currently available in the capital improvement fund balance attributed to the bond passage.

In addition, \$25,000 is available for the roof repair of the Gould house (this was previously approved by the City, prior to the bond millage vote).

This \$25,000 will be allocated for the repair of the flat portion of the roof as well as the soffits.

Executive Director Albert Martenis presented the revenue and expense report through May 31st.

Budget percent used through May 31st 72% with one month to go in the fiscal year.

Effects of Covid; loss of \$8,000 to \$11,000 on admission fees and retail sales.

Reduced spending on operating expenses was able to compensate for lost revenues and keep the budget performance positive at the end of the fiscal year.

Review Check Register(s):

Presented by Executive Director Albert Martenis; included checks from February 7th to March 31st.

Covered cleaning (Gould and Castle,) Hodge Glass for key, new light bulbs, historical membership society renewal, DayStarr for phone and internet, Consumers Energy for electricity and gas, and lawncare.

Commissioner Steve Flayer presented blanket motion to approve that checks written were appropriate.

Commissioner Sara Adams seconded blanked motion. Ayes all, motion carries.

Visitor comments:

None.

Commissioner comments:

None.

Executive Director report:

Executive Director Albert Martenis and Head Docent Denise have changed the Castle basement displays to include town artifacts, athlete profiles, and notable Owosso alumni.

Support by Commission to obtain a quote from Ludington Electric to finish adding LED lighting to displays in the basement.

Presented a plan to also add LED lighting to Comstock Cabin, and Paymaster Building; no action was taken – the item will be added to a future agenda.

Reviewed the Gould House drone inspection conducted by Jordan Sovis (cost of inspection to be covered by both capital improvement budget as well as the promotion budget).

Comstock Cabin improvement ideas are going to be brought to the Facilities Committee.

He presented plan to improve handicap access to the Comstock Cabin as well as the Gould House.

Head Docent Denise has been working to restructure archives at the Gould House and has a plan to rotate displays at the Gould House using archived materials from Curwood Castle.

Review of working relationship with DPW for landscaping tasks.

Executive Director Martenis gave recommendation to City of Owosso officials to remain closed until further notice due to Covid distancing requirements and other safety and comfort concerns; the Commission concurred.

Masonic lodge (9 masons) donated 42.5 hours to clean up landscaping around the Gould house.

Connie Williams (Gould house neighbor.) has donated several hours as well.

DPW collaborated and picked up debris from the curbside after the cleanup was completed.

Committee Reports:

Vice Chair Dave Acton introduced committee reports, and a review of the current committee structure.

VC Acton presented review of budgetary spending.

Remarks emphasized that replaceable items are in the operations budget, "items that stay" are in the capital budget.

1. Facilities: Presented by Commissioner Mark Erickson, Committee Chair
 - a. Maintenance purchases (from budget – things that get replaced.) No remarks.
 - b. Aviator Jane event: No remarks.
 - c. Capital purchases (from bond – things that stay)
 - i. New router: Has been installed, groups of up to 100 on the guest network at any time. (old business)
 - ii. Jordan Sovis: Making sure that vendors can provide quotation without in person inspection, also to be used for promotional materials. (old business)
 - iii. Ludington: Ludington Electric to finish LED lighting in display cases. Carl Ludington has also provided quote for Wi-Fi connectivity on exterior lights.
 - iv. EPS (security company): The fire and security system on castle are outdated. If quote for security updates is approved, this will allow for a detailed report of access activity for all properties. This will be an update through EPS. A quote from EPS was also presented for camera feed to be converted from coaxial to digital feed.
 - d. Vacuum purchases (capital); Vacuum has not been purchased due to irregular schedule and cleaning service.
 - e. Castle window washing quote (match to fiscal year budget line item): Castle window washing presented as a quote to Dave Acton. Finance committee to evaluate.
 - f. Air conditioning for Castle (capital – mini split system) Contractor Barney to be called on August 2nd, appointment for quotation to be in the first two weeks in August.
2. Finance: Presented by Vice-Chair Dave Acton, Committee Chair

- a. Purchasing process: Reviewed purchasing process and the importance of going through budget line by line.
3. Governance: Presented by Vice Chair Dave Acton, Committee Chair
 - a. Ordinance: Packet presented containing city ordinance that establishes commission. Review encouraged by all commissioners.
 - b. By-laws: Presented in packet, make sure all expenses comply. Feedback requested by Vice Chair Acton on any areas of spending that might not follow by-laws.
 - c. Purchasing Ordinance: Ordinance was also presented to commissioners in packet.
4. Volunteers: Presented by Executive Director Albert Martenis
 - a. Partnership with Masonic Lodge: Main organization and liaison to Gould house. Masons want to maintain ambassadorship to Gould House and continue to volunteer.
 - b. Review of relationship with Connie Williams (Gould House Neighbor.) Connie Williams has been helpful in volunteer activities associated with Gould House.
5. Archiving: Presented by Commissioner Steve Flayer, Committee Chair
 - a. Storage and organization: Castle display materials to be stored in Gould house. Over the Covid shutdown Commissioner Flayer as well as library employees have digitized notebooks at the Curwood Castle, 3,000 documents. Additionally, digitized Owosso high school yearbooks. Yearbooks will be on the website through the library with copies to be presented to the OHC.
 - b. Commissioner Gary Wilson presented ideas on community engagement. Ideas include home tour participation, creating a link between other historical organizations in the area, resource for business and homeowners who are caretakers of historical buildings.
6. Education: Presented by Commissioner Sara Adams, Committee Chair
 - a. There is currently a hold pattern on committee activities as there is not a clear plan for school activities considering the Covid pandemic.

Visitor Comments:

Betsy Galloway, archiving committee member, completed digital skills workshop. Committee Member Galloway offered archiving help to Commissioner Flayer.

Mayor Pro Tem Sue Osika expressed thanks to committee and offer to represent the committee in the city council meetings.

Commissioner Comments:

OHC will be taking over the display case outside the Mayor's office. This will start with movie posters from Curwood Castle.

Adjournment:

Commissioner Sara Adams made motion to adjourn. Commissioner Steve Flayer seconded. Ayes all, motion carried.