

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, JULY 15, 2024
7:30 P.M.**

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

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JULY 1, 2024:

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. CDBG Housing Grant Application. Conduct a public hearing to receive citizen comment regarding the proposed application to the Michigan State Housing Development Authority CHILL Program for a grant to assist in the improvement of owner-occupied, single-family homes of low- to moderate-income residents and consider authorizing said application and approval of the related authorizing resolution, procurement procedure, and determination of level of environmental review.
Master Plan Implementation Goals: 1.9, 1.10, 1.13, 2.6, 6.6

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Traffic Control Order Request - Moonlight Market. Approve the request from Josephine Brown, Executive Director of the Downtown Owosso Farmers Market, for the closure of Curwood Castle Drive from M-52 to Bradley Street on Thursday, August 1, 2024 from 2:00 p.m. – 9:00 p.m. for the Moonlight Market event, and further approve Traffic Control Order No. 1517 formalizing the request.
Master Plan Implementation Goals: 1.17, 4.2, 4.6, 5.9, 5.12

2. Emergency Repair Authorization – WWTP Dump Truck. Authorize payment to C & S Motors, Inc. for emergency repair and replacement of the cam shaft and fuel tank on the WWTP Dump Truck in the amount of \$20,203.45.
Master Plan Implementation Goals: 3.4
3. Contract Amendment – Fairfield Township Ambulance Services. Consider amendment to the Ambulance Services contract with Fairfield Township to show that the annual payment from the township is based on their special assessment for ambulance services.
Master Plan Implementation Goals: 3.1, 3.2, 7.1
4. Rescind Resolution No. 84-2024 – Bid Rejection. Rescind Resolution No. 84-2024 rejecting the bid for 22A Gravel.
5. Bid Award – Sand and Gravel, Selection #2. Accept the low bid of S.A. Smith Paving & Trucking, Inc. dba Smith Sand & Gravel for 22A Gravel in the amount of \$15.00 per ton and authorize payment in accordance with unit prices estimated at \$18,000.00 for the fiscal year ending June 30, 2025.
6. Bid Award - Sand and Gravel, Selection #3. Accept the low bid of Ocenasek, Inc. for 21AA limestone in the amount of \$31.70 per ton and authorize payment in accordance with the unit prices estimated at \$15,850.00 for the fiscal year ending June 30, 2025.
7. Bid Award - Sand and Gravel, Selection #4. Accept the low bid of Ocenasek, Inc. for 6A limestone in the amount of \$35.40 per ton and authorize payment in accordance with unit prices estimated at \$5,310.00 for the fiscal year ending June 30, 2024.
8. Bid Award - Sand and Gravel, Selection #5. Accept the low bid of Ocenasek, Inc. for H1 limestone chip in the amount of \$41.60 per ton and authorize payment in accordance with unit prices estimated at \$8,320.00 for the fiscal year ending June 30, 2024.
9. Tentative Bid Award – WWTP Secondary Clarifier Project. Approve tentative bid award to RCL Construction Co., Inc. for the 2024 WWTP Secondary Clarifier Project in the amount of \$5,773,100.00, contingent upon the receipt of CWSRF bond proceeds, and further approve payment up to the contract amount upon satisfactory completion of the work or portion thereof.
Master Plan Implementation Goals: 3.4, 3.7
10. Contract Authorization – Part-Time School Resource Officers. Consider approving an intergovernmental agreement between the Owosso Public Schools and the City of Owosso for the provision of two part-time School Resource Officers shared between the two entities for a five-year period ending June 30, 2029.
Master Plan Implementation Goals: 3.2, 7.1
11. Warrant No. 644. Authorize Warrant No. 644 as follows:

Vendor	Description	Fund	Amount
Caledonia Charter Township	Per July 1 2006 Water District Agreement	Water	48,379.18
Owosso Charter Township	Per February 22 2011 Water Agreement	Water	19,424.36

ITEMS OF BUSINESS

1. Contract Termination - Logicalis. Authorize termination of the contract with Logicalis for IT & Network Engineering Services per the terms of the agreement.
Master Plan Implementation Goals: 3.2, 3.4, 3.8

2. MML Annual Meeting Delegates. Designate the City's official representatives for the MML Annual Meeting.
Master Plan Implementation Goals: 3.5, 3.9
3. Policy Amendment – Utility Billing. Consider amendment to the policy regarding Utility Billing revising the terms for payment extensions.

COMMUNICATIONS

1. Ryan E. Suchanek, Utilities Director. 2024 Water Quality Report.
2. Parks & Recreation Commission. Minutes of June 26, 2024.
3. Brownfield Authority. Minutes of June 27, 2024.
4. DDA/Main Street Board. Minutes of July 10, 2024.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, August 05, 2024

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2025
Building Board of Appeals – Alternate - term expires June 30, 2026
Downtown Historic District Commission – term expires June 30, 2027
Planning Commission - term expires June 30, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2025

ADJOURNMENT

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

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

The Owosso City Council will conduct an in-person meeting on July 15, 2024. Citizens may view and listen to the meeting using the following link and phone numbers.

**OWOSSO CITY COUNCIL
Monday, July 15, 2024
at 7:30 p.m.**

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

- **Join Zoom Meeting:**

<https://us02web.zoom.us/j/85193068570?pwd=b5LyXpZ64blnprYsbBTFhFo5AF4J3Y.1>

Meeting ID: 851 9306 8570

Password: 166173

One tap mobile

+13092053325,,85193068570#,,,,*166173# US

+13126266799,,85193068570#,,,,*166173# US (Chicago)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

- **For video instructions visit:**

- o Signing up and Downloading Zoom <https://youtu.be/qsy2Ph6kSf8>

- o Joining a Zoom Meeting <https://youtu.be/hlkCmbvAHQQ>

- o Joining and Configuring Audio and Video <https://youtu.be/-s76QHshQnY>

- **Helpful notes for participants:** [Helpful Hints](#)

- **Meeting packets are published on the City of Owosso website** <http://www.ci.owosso.mi.us>

Any person who wishes to contact members of the City Council to provide input or ask questions on any business coming before the Council on July 15, 2024 may do so by calling or e-mailing the City Clerk's Office prior to the meeting at (989)725-0500 or city.clerk@ci.owosso.mi.us. Contact information for individual Council members can be found on the City website at: <http://www.ci.owosso.mi.us/Government/City-Council>

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**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF JULY 1, 2024
7:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR MIKE COOPER
ST. JOHN'S UNITED CHURCH OF CHRIST

PLEDGE OF ALLEGIANCE: CALVIN DALE

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

ABSENT: Councilmember Nicholas L. Pidek.

APPROVE AGENDA

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

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF JUNE 17, 2024

Motion by Councilmember Haber to approve the Minutes of the Regular Meeting of June 17, 2024 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

Ramon Van Steenburgh, 603 Oakwood Avenue, said he lives near the cement plant on Gould Street, and he has noticed a distinct uptick in the activities on the site since it was sold to a new company. He feels the activities are in violation of the zoning for the property. He said the noise, dust, and traffic are terrible and he asked that someone look into the matter.

Calvin Dale, 1115 Dowling Place, said he had received information from the City regarding his drinking water and he has some questions. He asked if the City was collecting tax dollars and using them toward utilities, how the Water Treatment Plant superintendent could be sure that the water wasn't dangerous if it

hadn't been tested, how the City could miss such a test, and what he should do to ensure that his water is of good quality?

Tom Manke, 2910 W. M-21, criticized the Council for not answering all citizen questions when they are asked as former Mayor Eveleth had done. He went on to criticize the Fair Mavens group and the Owosso Pride events.

Erica Madison, Owosso Pride director and downtown business owner, spoke about the local Pride events saying they had around 1,200 attendees, over fifty vendors, and more than thirty volunteers involved, and they look forward to continuing their partnership with the community.

Patrice Martin, 615 N. Park Street, said everyone should feel welcome in their hometown and the Owosso Pride events helped some people feel that for the first time. She said we don't all have to agree with one another and there is plenty of space for everyone to exist.

Mayor Teich said he is not former Mayor Eveleth, and that demanding an instant answer to citizen questions without allowing the respondent a chance to research the situation isn't necessarily the right way to handle things. He said he would meet with people that have questions and will bring in appropriate staff members so they can really get down to the issue. For example, he and the Utilities Director would respond to Mr. Dale's questions. He also indicated that he would look into Mr. Van Steenburgh's issue.

CONSENT AGENDA

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

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

Name	Board/Commission	Term Expires
Jill Davis	Downtown Development Authority filling unexpired term of Nicole Reyna	06-30-2026

Set Public Hearing – CDBG Grant Acceptance. Set a public hearing for Monday, July 15, 2024 to receive citizen comment regarding the proposal to accept CDBG grant funding for interior and exterior improvements on eight qualified residential homes as follows:

RESOLUTION NO. 104-2024

SETTING A PUBLIC HEARING RECEIVE CITIZEN COMMENT REGARDING THE CITY OF OWOSSO CDBG HOUSING IMPROVEMENT PROGRAM

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has received a CDBG grant to assist single family homeowners with interior and exterior improvements to their homes; and

WHEREAS, the CDBG program requires a public hearing to receive citizen comment regarding the objectives of the grant, permitted activities, eligible locations, and the amounts allocated to each activity.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that a public hearing is set for Monday, July 15, 2024 at 7:30 p.m. in the City Hall Council Chambers to receive citizen comment regarding the City's CDBG Housing Improvement Program.

Master Plan Implementation Goals: 1.1, 1.9

Traffic Control Order – Vintage Motorcycle Days. Approve the request from Lizzie Fredrick, Owosso Main Street DDA Executive Director, for the closure of Washington St. from Main St. to Mason St., Exchange St from Washington St. to Park St. and Mason St. from Ball St. to Park St. on Saturday, August 24, 2024 from 6:00 a.m. – 6:00 p.m. for the Vintage Motorcycle Days event, and further approve Traffic Control Order No. 1516 formalizing the request.

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

Purchase Order Amendment – Ambulance Equipment. Authorize amendment to Purchase Order No. 44021 with Stryker Corporation adding \$11,941.34 for a 3-year finance plan and further authorize payment according to terms of the agreement up to \$134,498.40 as follows:

RESOLUTION NO. 105-2024

**AUTHORIZING A CHANGE ORDER TO PURCHASE ORDER NO. 44021 FOR
AMBULANCE EQUIPMENT FROM STRYKER CORPORATION**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a fire department requiring the use of emergency equipment; and

WHEREAS, the City of Owosso approved a contract with Flex Financial/Stryker Corporation for the purchase of ambulance equipment at a cost of \$122,557.06; and

WHEREAS, the original cost did not include a 3-year financing plan for \$11,491.34, for a total cost of \$134,498.40; and

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to amend Purchase Order No. 44021 with Stryker Corporation increasing the contract amount \$11,491.34 for a three-year finance plan.
- SECOND: the accounts payable department is authorized to pay Stryker Corporation for amount of the contract plus the financing charge.
- THIRD: the above expenses shall be paid from Fire General Fund Equipment 101-336-9788-000.

Master Plan Implementation Goals: 3.4

Purchase Order Amendment – S & P Global Ratings. Authorize amendment to Purchase Order No. 45446 with S & P Global Ratings for a private credit assessment related to the CWSRF Project No. 5919-01, increasing the amount \$2,063.00 to \$28,125.00 due to an increase in the amount of the bond required for the project, and further authorize payment up to the contract amount, including said amendment as follows:

RESOLUTION NO. 106-2024

**AUTHORIZING AN AMENDMENT TO PURCHASE ORDER NO. 45446 WITH S&P
GLOBAL RATINGS FOR CREDIT ASSESSMENT SERVICES**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a professional services agreement with S&P Global Ratings for the provision of credit assessment services related to State Revolving Fund applications in November of 2023; and

WHEREAS, the service fee for such services has increased due to an increased bond amount for Project No. 5919-01 (WWTP secondary clarifier).

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

FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to increase Purchase Order No. 45446 with S&P Global Ratings by \$2,063 due to an increase in the service fee brought about by an increase in the bond amount for CWSRF Project No. 5919-01.

SECOND: the accounts payable department is authorized to pay S&P Global Ratings up to the amount of \$26,062.00, plus the amended amount of \$2,063.00, for a total of \$28,125.00.

Master Plan Implementation Goals: 3.4, 3.7, 3.8, 3.13

Contract Authorization – Public Safety Vehicle Equipment Changeover. Waive competitive bidding requirements, authorize contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, supply, and installation of public safety equipment in one new police utility vehicle in an amount not to exceed \$13,712.14, and further authorize payment to the vendor upon satisfactory completion of the work as follows:

RESOLUTION NO. 107-2024

**AUTHORIZING EXECUTION OF A CONTRACT FOR
REMOVAL, SUPPLY, AND INSTALLATION OF PUBLIC SAFETY EQUIPMENT
IN NEW POLICE VEHICLE(S)
WITH MID MICHIGAN EMERGENCY EQUIPMENT SALES AND SERVICE L.L.C.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has purchased two new police vehicles that need to have equipment and Axon cameras installed in them; and

WHEREAS, the new vehicles will require additional new public safety equipment to be properly outfitted for service; and

WHEREAS, the City of Owosso received a quote from Mid Michigan Emergency Equipment Sales and Service L.L.C. for removal of the old equipment, supply of select pieces of new equipment, and the installation of all said equipment; and it is hereby determined that this company is qualified to perform the work requested; and

WHEREAS, a waiver of the bidding requirements is requested as professional services are exempt from competitive bidding.

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

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Mid Michigan Emergency Equipment Sales and Service L.L.C. for the removal, purchase, and installation of public safety equipment in two new City Police vehicles in the amount of \$13,166.37 per vehicle.

SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached, Contract for Services between the City of Owosso, Michigan and Mid Michigan Emergency Equipment Sales and Service L.L.C.

THIRD: The Accounts Payable Department is hereby authorized to issue payment to Mid Michigan Emergency Equipment Sales and Service L.L.C. in an amount not to exceed \$26,332.74 upon delivery of the equipment and satisfactory completion of the work.

FOURTH: The above expenses shall be paid from the Police equipment fund 101-301-978.000.

Master Plan Implementation Goals: 3.2

Check Register – June 2024. Affirm check disbursements totaling \$3,054,363.77 for June 2024.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Pidek.

Mayor Teich thanked Jill Davis for stepping up to serve on the DDA.

ITEMS OF BUSINESS

Zoning Board of Appeals Bylaw Amendments

Motion by Mayor Pro-Tem Osika to approve the Owosso Zoning Board of Appeals Bylaws as follows:

CITY OF OWOSSO ZONING BOARD OF APPEALS RULES OF PROCEDURE

SECTION 1.0 PURPOSE

The following rules of procedure are hereby adopted by the City of Owosso Zoning Board of Appeals (hereinafter known as the “Board”) to facilitate the performance of its duties as outlined in the City of Owosso Zoning Ordinance, Chapter 38 of the Owosso City Code and Act No. 110 of the Public Acts of Michigan of 2006 (MCL 125.3101 et seq., as amended).

SECTION 2.0 MEMBERSHIP AND OFFICERS

2.1 Membership. The Board shall consist of five members appointed by a majority vote of the members of the City Council. Each member shall be appointed to hold office for a three-year term. A vacancy on the Board shall be filled by City Council for the remainder of the unexpired term in the same manner as the original appointment.

The City Council may, if desired, appoint two alternate members for three-year terms. One or both alternate members may be called to sit as a regular member of the Board if a regular member is absent from or unable to attend one or more meetings.

One of the regular members or an alternate member of the Board may be a member of the City Council, but that member shall not serve as Chair of the Board. One of the regular members of the Board shall be a member of the Planning Commission.

- 2.2 Officers. At the regular meeting in July of each year, the Board shall select from its membership a Chair, Vice-Chair and Secretary. All officers are eligible for reelection.
- 2.3 Tenure. The Chair, Vice-Chair and Secretary shall take office the same meeting of their selection and shall hold office for a term of one year or until their successors are selected and assume office.
- 2.4 Duties. The Chair shall preside at all meetings and perform such other duties as may be ordered by the Board.
- 2.5 Duties. The Vice-Chair shall act in the capacity of Chair in his absence and in the event the office of the Chair becomes vacant, the Vice-Chair shall succeed to this office for the unexpired term. The Board shall select a successor to the office of Vice-Chair for the unexpired term. The Vice-Chair shall perform such other duties as the Board may determine.
- 2.6 Duties. The Secretary shall record the official proceedings of the meetings and conduct all correspondence as may be directed by the Board. The proceedings of each meeting shall be reviewed at the following meeting of the Board and be affirmed as a correct representation of the proceedings or amended upon approval by a majority of the Board members.

SECTION 3.0 NOTICE OF APPEAL

- 3.1 Filing. Any interested person, or the person's authorized agent, may appeal or seek a variance in writing on a form provided by the zoning administrator, and upon payment of a fee as may be established from time to time by the governing body. Such notice of appeal shall be filed with the zoning administrator not more than 30 days from the date of the decision being appealed.
- 3.2 Notification. Within 10 days from the date of the receipt of the request for a variance, interpretation, notice of appeal or other business item, the zoning administrator shall notify the Board of the upcoming meeting. The notice sent to members of the Board shall include copies of the notice of appeals or request for a variance form; the entire content of the zoning administrators file, and/or other file(s) on the case; other relevant correspondence, permits by other applicable enforcement agencies; and anything else which is relevant.

In addition to the above notice requirements, notice of such meeting shall be delivered in person or by first class mail to the landowner, adjacent landowners and occupants within 300 feet of the appellant's property, and a notice sent by first class mail to the person and/or agent seeking the appeal or variance. The notice shall be delivered not less than fifteen (15) days prior to the public hearing. The notice shall be published in a newspaper of general circulation not less than fifteen (15) days prior to the public hearing. The content of such notice shall contain all information required by PA 110 of 2006, as amended.

- 3.3 Deadline for Action. The above notwithstanding, the Board shall hear the case and render and file its decision with a statement of reasons for the decision with the zoning administrator not more than 45 days after receipt of the case, unless a longer period of time is mutually agreed upon by the petitioner and the ZBA.
- 3.4 Site Inspection. The Board, if the Chair considers it necessary, may conduct a site inspection of the site at issue. In such instance, the site inspection shall be posted as part of the public meeting/hearing. A quorum of the Board shall not ride in the same vehicle to or from a site inspection or to or from a meeting. The site inspection, if posted as part of the meeting/hearing shall always be held the same day and as part of the same meeting at the start of the public

hearing on the case. Nothing in this paragraph shall prevent members of the Board from individually and separately visiting a site in question at their own expense and time. A quorum of the Board shall not make site inspections or otherwise discuss a notice of appeal except during posted open meetings of the Board.

SECTION 4.0 MEETINGS

- 4.1 Regular Meetings. The Board shall meet at least once each year during the month of July. Any other meetings of the Board shall be called as needed in response to receipt of a Notice of Appeal, so long as the meeting is scheduled within 20 days of the notice of appeal. The meeting can be called by the zoning administrator of the City of Owosso, the Chair of the Board, or, in his absence, the Vice-Chair. The regular meetings of the Board shall take place at 9:30 a.m. on the third Tuesday of the month in the City Council Chambers, City Hall, 301 W. Main St., Owosso, Michigan.
- 4.2 Attendance/Performance. If any member of the Board accumulates unexcused absences for more than two meetings in a row, or more than 25% of the meetings held in a rolling 24-month period, then that member shall be considered delinquent. Delinquency shall not be established when the absent Board member has given notice to the Board at least five days in advance of their absence. The Board shall make a finding of the delinquent member's reason for absence, commitment to future performance, and impact on the Board's ability to conduct business for the public. These findings, after public discussion of the delinquency determines neglect of duty, shall be forwarded by the Secretary to the Mayor for further action which may include removal from office in accordance with the Michigan Zoning Enabling Act of 2006 as amended.
- 4.3 When a petitioner fails to appear at a properly scheduled meeting of the Board of Appeals, the Chair may entertain a motion from the Board to dismiss the case for want of prosecution. In the absence of a motion by the Board, the chair shall rule. In cases which are dismissed for want of prosecution, the petitioner will be furnished written notice of the action by the Secretary of the Board. The applicant shall have seven (7) days from the date of notice of dismissal to apply for reinstatement of the case. In such cases, applicant must file a written request with the Secretary for reinstatement. Reinstatement shall be at the discretion of the Chair for good cause shown, and upon payment of a fee set from time to time by the governing body. In all cases reinstated in the above-described manner, the case will be docketed and re-advertised in the usual manner prescribed for new cases.
- 4.4 Other Meetings. Meetings shall be called by delivering meeting notices by first class mail, electronic mail, or by personal delivery to members of the board at least five days prior to such meeting and shall state the purpose, time, location of the meeting and shall be posted at City Hall at least five days prior to such meeting.
- 4.5 Public. All meetings, hearings, records and accounts shall be open to the public, and posted in compliance with P.A. 267 of 1976, the Michigan Open Meetings Act.
- 4.6 Quorum. The presence of three members shall be necessary to constitute a quorum. A majority vote of the members shall be required to pass on business matters. For any matter under which the Board is required to pass under the provisions of the Owosso City Code, a two-thirds majority vote of the full board shall be necessary.
- 4.7 Order of Business. Agenda. The Secretary or his designate shall prepare an agenda for each meeting and the order of business therein shall be as follows:
 - A. Call to order, roll call and approval of agenda.
 - B. Approval of minutes from previous meeting.
 - C. Site inspection, then recess (optional, if the meeting is posted to include a site inspection).

- D. Reconvene and roll call (if following a site inspection).
- E. Election of officers, if necessary.
- F. Public Hearings.
 - 1. The Chair will declare a public hearing open and state its purpose². Case number (numbered by year/sequence)
 - i. The Zoning Administrator presents the petitioner's request, his action on the latter and reasons for his decision plus a written copy of his request.
 - ii. The petitioner, through himself, his agent, or his lawyer may present his case, including presenting witnesses on his behalf. No time limit will be imposed on the petitioner.
 - iii. Members of the Board shall report on their site inspection and any conversations with the petitioner they may have had.
 - iv. Members of the public speak and correspondence is read.
 - v. The Chair may recess the meeting for a short time to allow attending groups to caucus in order to have one individual speak on their behalf for an unlimited period of time if there are a large number of people present on an issue.
 - vi. The Chair shall allow the rest of the public to speak in response to the matter and may impose a time limit for each speaker.
 - vii. Rebuttal. Anyone may ask the Chair questions on presentations or speeches given at this hearing. The Chair will seek an answer to the question. Answers shall be given to the Chair. There shall be no discussion, questioning or answering people except between the Chair and the Individual who has the floor.
 - viii. Close the Public Hearing. (At this point all public participation on the issue ends).
 - ix. Members of the Board may question or request clarification with any interested party on any matter related to the case.
- G. Recess to another day as provided in Section 4.8 of these rules of procedure.
- H. Business Session.
 - 1. Action on pending case number
 - i. Discussion: Review of facts based on all Information presented (from the application, written request for appeal, zoning ordinance, physical characteristics of the parcels, staff reports, and hearing testimony). Discussion continues until a member proposes a motion that includes a "finding of fact" with those conclusions that are reached and conditions to be applied, if any.
 - ii. A motion is proposed on "finding of fact."
 - iii. Discussion on the Motion,
 - iv. Action on the motion.
 - 2. Other business of the Appeals Board.
- I. Public/Commissioner Comments
- J. Adjournment

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

4.9 Recesses. The Chair may recess a public hearing and/or meeting to another time if it is after 12 noon or if the meeting (not including site inspections) has been over three hours. In order for a recess to be in order, the time, day, month, date, year and location to reconvene shall be stated as part of the action to recess. If a meeting and /or public hearing reconvenes over 36 hours after the action to recess, the reconvened meeting shall be posted at least 18 hours before the time of the reconvened meeting, to comply with Section 4.4 of these rules of procedure. Upon reconvening, a roll call shall be taken as the first order of business.

4.10 Parliamentary Procedure. Meetings shall be conducted in a formal manner, and parliamentary procedure shall be governed by Roberts Rules of Order if not specifically dealt with in these rules of procedure.

4.11 Motions. Motions shall be reiterated by the Chair before a vote is taken.

A. Motions dealing with a Dimensional variance shall be stated with the following parts:

1. The list of facts which is the information pertinent to making a decision on the matter, structured as a "finding of fact" on the case.
2. The conclusion, decision, of the Board. This motion shall include the following parts:
 - i. The rationale, reason, for why the conclusion was made. The rationale, reasons, shall contain, at a minimum:
 - (a) Strict compliance with restrictions governing area, setback, frontage, height, bulk, density or other "non-use" matters will unreasonably prevent the owner from using the property for a permitted purpose or will be unnecessarily burdensome. The variance will do substantial justice to the applicant, as well as to other property owners.
 - (b) A lesser variance than that requested will not give substantial relief to the applicant and/or be consistent with justice to other property owners.
 - (c) The need for a variance is due to unique circumstances or conditions peculiar to the property and not generally applicable in the area or to other properties in the same zoning district such as exceptional narrowness, shallowness, shape, topography or area.
 - (d) The problem and resulting need for the variance has not been self-created by the applicant and/or the applicant's predecessor may or may not be considered depending upon whether the practical difficulty would have existed regardless of the action.
 - (e) The variance will not alter the essential character of the area. In determining whether the effect the variance will have on the character of the area, the established type and pattern of land uses in the area and the natural characteristics of the site and surrounding area will be considered.
 - (f) The granting of the variance will not materially impair the intent and purpose of this chapter.
 - (g) An explanation of how the facts support the conclusion.
 - ii. The conclusion or decision.
 - iii. Any conditions upon which a variance may be issued, if applicable. Conditions shall be listed in detail and based on regulations or standards already in the Owosso Zoning Ordinance.
 - iv. Reasons why the conditions are imposed.

B. Motions dealing with a use variance shall be stated with the following parts:

1. The list of facts which is the information pertinent to making a decision on the matter, structured as a “finding of fact” on the case.
2. The conclusion, decision, of the Board. This motion shall include the following parts:
 - (a) The property cannot be reasonably used for any purpose permitted in the zoning district without the variance. There must be financial proof of the applicant’s inability to realize any reasonable return; speculation or a qualitative assessment is inadequate.
 - (b) The need for the variance is due to unique circumstances peculiar to the property and not generally applicable in the area or to other properties in the same zoning district. The applicant must prove that there are certain features or conditions of the land that are not generally applicable throughout the zone and that these features make it impossible to earn a reasonable return without some adjustment. In those situations where the difficulty is shared by others, the board may find that relief should be accomplished by an amendment to the zoning ordinance, not a variance.
 - (c) The problem and resulting need for the variance has not been self-created by the applicant and/or the applicant’s predecessors.
 - (d) The variance will not alter the essential character of the area. In determining whether the effect the variance will have on the character of the area, the established type and pattern of land uses in the area and the natural characteristics of the site and surrounding area will be considered.

4.11 Voting. Voting shall be by roll call vote and shall be recorded by yeas and nays. Members must be present to cast a vote.

SECTION 5.0 RECORDS

5.1 Preparation. A record of each meeting, including hearings and site inspections, shall be prepared by the Secretary, or his designate.

5.2 Content. The record of each meeting should include the following items:

- A. A copy of the meeting posting as required in Section 3.2 of these rules of procedure.
- B. A signed statement indicating that notices, as required in Section 3.2 of these rules of procedure, were sent out, with list of to whom, and an indication of by whom, and a copy of a newspaper notice, if one was published.
- C. A copy of the request for a variance or notice of appeal, whichever is applicable, including any maps, drawings, site plans, etc.
- D. The original of the minutes of the meeting (including the hearing and site inspection) which shall include, all action taken in chronological sequence of occurrence.
- E. The records of any action on a case by the zoning administrator.
- F. The records of all past records regarding the property involved in a case (previous permit, special use permit, variances, appeals).
- G. Any relevant maps, drawings, photographs, presented as evidence at a hearing.
- H. Copies of any correspondence received or sent out in regard to a case.
- I. A copy of relevant sections, or a list of citations of sections of the zoning ordinance.
- J. A copy of any follow-up correspondence to or from the petitioner regarding the decision.

5.3 Retention. The record of each meeting shall be permanently kept on file and spread in suitable volumes with a copy filed with the City Clerk. All the pertinent documents and minutes for each case before the Board of Appeals shall be copied and filed with the zoning administrator's office.

Copies of the minutes shall be distributed to each member of the Board within ten days of the meeting. Copies of the minutes shall be available to the public no later than five days after a meeting.

SECTION 6.0 OTHER DUTIES

The Board may also formulate and provide advice and may advise policy to the planning commission or any committee thereof, on issues dealing with the administration, text, map and enforcement of the zoning ordinance.

SECTION 7.0 CONFLICT OF INTEREST

The members of the Board shall comply with Act No. 196 of the Public Acts of 1973, State of Michigan, as amended as it pertains to standards of conduct for public officers.

SECTION 8.0 ADOPTION AND REPEAL

Upon adoption of these rules of procedure of the Owosso Zoning Board of Appeals and the Owosso City Council, they shall become effective and all previous rules of procedure, as amended, shall be repealed.

SECTION 9.0 AMENDMENTS

These rules may be amended at any regular or special meeting by a majority vote of the total members of the Board, so long as such amendment does not result in a conflict with state law, zoning ordinance, or court decision.

Motion supported by Councilmember Fear.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Pidek.

COMMUNICATIONS

Brad A. Barrett, Finance Director. Revenue & Expenditure Report – May 2024.

Owosso Historical Commission. Minutes of June 11, 2024.

Zoning Board of Appeals. Minutes of June 18, 2024.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, 2910 W. M-21, thanked the Mayor for answering the questions that he could and said he hopes that all questions asked at the meeting will be answered at the meeting going forward. He went on to praise Durand for its conservative values and criticize the City for allowing events that don't conform to his values.

Robert Hooper, 708 Fletcher Street, said he took personal offense when Tom Manke accused him of accepting a bribe to sell the Gould House to someone other than the person that he wanted. He said it was vitally important for people that have the public's ear to treat others with respect or have proof of wrongdoing before making accusations. Baring false witness is an egregious act.

Calvin Dale, 1115 Dowling Place, expressed his frustration that he had reached out to the superintendent of the Water Treatment Plant to answer his questions about the drinking water but was brushed off by the very person the mailer directed him to call with questions.

Ramon VanSteenburgh, 603 Oakwood Avenue, said that he has COPD and the cement dust from the cement plant next door is thick around his home. He also has suspicions that the plant is contaminating the ground water when they wash their trucks.

NEXT MEETING

Monday, July 15, 2024

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2026
Building Board of Appeals – Alternate - term expires June 30, 2025
Downtown Historic District Commission – term expires June 30, 2027
Planning Commission - term expires June 30, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2025

ADJOURNMENT

Motion by Councilmember Fear for adjournment at 8:07 p.m.

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

Robert J. Teich, Jr., Mayor

Amy K. Kirkland, City Clerk

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



MEMORANDUM

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

DATE: July 10, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Tanya Buckelew, Planning & Building Director

SUBJECT: Michigan State Housing Development Authority (MSHDA) and Community Development Block Grant (CDBG) Public Hearing and authorization to submit Application

RECOMMENDATION:

A Public Hearing will be held this evening to inform citizens of the proposed objectives, activities, locations and amounts to be used for each activity of the Community Development Block Grant.

BACKGROUND:

- The City applied for and has been awarded a CDBG Grant for \$395,300 (City match is not required). This includes reimbursement for administrative costs.
- This grant is for interior and exterior renovations to owner-occupied, single-family homes (i.e. roofing, windows, furnace, water heater, electrical updates) that will benefit low- to moderate- income households.
- Each household can receive up to \$40,000 for improvements

AUTHORIZING DOCUMENTS AND APPLICATION ATTACHED:

- CDBG Application
- CDBG Authorizing Resolution/Authorized Signature Designation Form
- Procurement Procedure
- Determination of Level of Environmental Review/Finding of Exempt Activity

FISCAL IMPACTS:

Minimal impact on the budget as the City will be reimbursed for the administrative costs associated with this grant.

**CITY OF OWOSSO
NOTICE OF PUBLIC HEARING
FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING FOR THE 2024 HOUSING REHABILITATION GRANT PROGRAM**

The City of Owosso will conduct a public hearing on Monday, July 15, 2024 at 7:30 p.m. in the Council Chambers of Owosso City Hall at 301 West Main Street, Owosso, Michigan for the purpose of affording citizens an opportunity to examine and submit comments on the proposed application for a CDBG grant.

The City of Owosso proposes to use CDBG grant funds in the amount of \$395,300 for interior and exterior renovations to eight (8) single-family homes (located within the city limits of Owosso) with health and safety concerns and maintenance issues. This includes interior and exterior home improvements to meet code requirements, such as roof replacement, windows, plumbing, electrical, mechanical and insulation. Up to \$40,000 maximum in repairs is allowed for each home. This grant also includes up to 18% reimbursement of administrative costs. All activities, upon completion, will benefit low- to moderate- income households. No persons will be displaced as a result of the proposed activities. The proposed activities will be considered as a minimal disruption in the home environment during the renovation period.

Further information, including a copy of the City of Owosso's Master Plan and CDBG application is available for review. To inspect the documents, please contact Tanya Buckelew, Planning & Building Director at 989-725-0540 or in person at the Owosso City Hall Building Department, Monday through Friday between 9 am and 5 pm. Comments may be submitted in writing through July 12, 2024 or made in person at the public hearing.

The proposed submittal date of the CDBG application is July 16, 2024.

Citizen views and comments on the proposed application are welcome.

City of Owosso
Tanya Buckelew, Planning & Building Director
989-725-0540

RESOLUTION NO.

**APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT
BETWEEN THE CITY OF OWOSSO AND
THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (MSHDA) NEIGHBORHOOD
HOUSING INITIATIVES DIVISION (NHID)**

WHEREAS, the City of Owosso applied for and has been awarded a CDBG Grant totaling \$395,300 to assist low- to moderate-income residents, owning and occupying permanent single family homes in funding interior and exterior home improvements to meet code requirements such as roof replacement, windows, plumbing, electrical, mechanical and insulation. This excludes cosmetic only renovations and upgrades; and

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

WHEREAS, the proposed project is consistent with the City of Owosso's Master Plan Goals; and

WHEREAS, the beneficiaries of this grant will include residents of the City of Owosso with qualified incomes that meet the CDBG requirements; and

WHEREAS, each household can receive up to \$40,000 for improvements; and

WHEREAS, qualification for the program is determined by the application process; and

WHEREAS, no project costs (CDBG and non CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the City's Designated CDBG Specialist; and

WHEREAS, the City Council voted and approved this Resolution on July 15, 2024 to submit the Michigan CDBG Application; and

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to approve submission of CDBG grant application #HID-APP-2024-37-MIN-62-CDBG F, to the Michigan State Housing Development Authority Neighborhood Housing Initiatives Division.
- SECOND: City Manager Nathan R. Henne and Planning & Building Director Tanya S. Buckelew are designated as Authorized Signers for said grant with the authority to sign the associated grant application and all attachments, the grant agreement and all amendments, and Payment Requests.
- THIRD: Planning & Building Director Tanya S. Buckelew is designated as the CDBG appointed Grant Administrator for said grant and is authorized to administer associated projects to completion in accordance with the Program Guidelines.
- FOURTH: Planning & Building Director Tanya S. Buckelew is designated as the Certifying Officer for the NEPA Environmental Review.

AUTHORIZED SIGNATURE DESIGNATION FORM

As the highest elected official of **City of Owosso** designate the following individual(s) as Authorized Signer(s) for Grant # **NHID-APP-2024-37-MIN-62 CDBG F** to sign the associated Grant Agreement, submit FSR payment requests and Grant Amendments, if applicable, for the aforementioned grant.

AUTHORIZED SIGNER(S)

Date: _____

Nathan R. Henne, City Manager

Date: _____

Tanya S. Buckelew, Planning & Building Director

APPROVED BY HIGHEST ELECTED OFFICIAL

Date: _____

Robert J. Teich Jr., Mayor



CDBG APPLICATION

Complete the CDBG Program Application in entirety and submit with required attachments.

A		APPLICANT INFORMATION	
1	APPLICANT NAME	CITY OF OWOSSO	
2	ADDRESS, CITY, STATE, ZIP	301 W MAIN ST. OWOSSO, MI 48867	
3	APPLICANT ID #	NHID-APP-2024-37-MIN-62 CDBG F	

B		COMMUNITY DEVELOPMENT NARRATIVE	
		<p>Title 1 of the Federal Housing and Community Development Act of 1974, as amended, require Units of General Local Government (UGLG) applying for funds to provide a brief narrative on their locally adopted plans being impacted by the proposed project.</p> <p>Completing the questions in this section fulfill this requirement. UGLGs may reference a locally adopted plan which may be a Master Plan, Community Improvement Plan, etc. If the UGLG's locally adopted plan(s) do not address the questions below, provide supplemental information as it relates to the proposed project and the plan it fulfills.</p>	
1	<p>Provide a statement assessing the needs and problems of the UGLG, including the needs of low- and moderate-income persons. In all narratives, the assessment must address both overall community development and housing needs regardless of the category under which funding is being requested.</p> <p>RESPONSE: The City of Owosso adopted its latest Master Plan in June of 2021. The plan summarizes various areas of concern in regard to housing in the City –</p> <ul style="list-style-type: none"> • Most of the residential units were built before 1939 • Homes have a median value of \$77,000 • Households have a median income of \$36,723 • Owosso has a high poverty rate of 24.3% • Goal 1 of the Master Plan is to protect health, safety and general wellbeing of the community, and pursuing housing grants is an excellent way to meet this goal by improving the housing stock. • Master Plan will be uploaded with this application 		
2	<p>Provide a summary list of possible long-term activities (two years or more) to address the identified needs and problems.</p> <p>RESPONSE:</p> <ul style="list-style-type: none"> • Continue to seek housing improvement grants • Continue with a strong Code Enforcement Program • Continue following the Master Plan Goals 		
3	<p>Provide a summary of contemplated short-term activities (one to two years) to address the identified needs and problems.</p> <p>RESPONSE:</p> <ul style="list-style-type: none"> • Complete the current grant programs – NEP and MI-HOPE • Continue with a strong Code Enforcement Program 		

C	<p>COMPLIANCE REQUIREMENTS</p> <p>The following MSHDA CDBG Program Compliance Documents are required to be submitted with the CDBG Application or prior to receiving a Grant Agreement as indicated. Refer to the CDBG Policy Manual and cited reference.</p>
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MUST BE SUBMITTED WITH APPLICATION

1	<p>Public Hearing Publication Affidavit and Public Hearing Meeting Minutes.</p> <p>Description:</p> <p>Notice for public hearings, which must be substantiated with a publication affidavit, will show that 5 calendar days minimum notice was provided to citizens, and that the notice was published in a local or applicable newspaper. Begin counting day one on the day following the notice being published. The following items must be included in the first public notice:</p> <ul style="list-style-type: none"> • The amount of funds available for proposed project. • The range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit LMI households. • The plans of the UGLG for minimizing displacement of persons as a result of activities assisted with such funds and the benefits to be provided by persons actually displaced as a result of such activities, [if applicable]. • If applicable, the UGLG must provide citizens with information regarding their performance in prior CDBG programs funded by the State. <p>Applicants must submit proof of notice in the form of an affidavit or a copy of the newspaper page showing the publication date and each public notice with the application. See the CDBG Policy Manual Chapter 3, Notice of Public Hearing SAMPLE (3-A).</p> <p>The hearing should inform citizens of the proposed objectives, proposed activities, the location of the proposed activities, and the amounts to be used for each activity. Citizens must be given the opportunity to review the application and comment on the proposed application. The notice must state the proposed submittal date of the application and must provide the location at which, and hours when, the application is available for review. The application must be available for review when the notice is published in the newspaper.</p> <p>Draft public hearing minutes may be submitted with the application; however, approved public hearing meeting minutes, and an attendance roster, must be submitted to the MSHDA and kept for review by State officials.</p> <p>RESPONSE:</p> <ul style="list-style-type: none"> • The Public Hearing notice is attached and has been published in the Argus Press. • The affidavit is attached.
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2	<p>CDBG Authorizing Resolution.</p> <p>Description:</p> <p>Grantees are required to submit an Authorizing Resolution (2-A) designating their authorized official. By default, the highest elected official assumes responsibility of the grant application process, in addition to signing the grant agreement, oversight of grant activities, and signing of grant documents, pay requests, etc. However, these responsibilities may be delegated to another official (elected or hired) through the use of the Authorizing Resolution. The Authorizing Resolution should be completed prior to submitting the application or signing grant related documents and is often in tandem with the public hearing for the overview of the proposed project.</p> <p>At time of passing the Authorizing Resolution, the UGLG may also designate the Certifying Officer for the NEPA Environmental Review. Please review instructions in the Environmental Review chapter.</p> <p>An adopted CDBG Authorizing Resolution will at a minimum contain the following:</p> <ol style="list-style-type: none"> 1. Identification of the proposed project. 2. Identification of the funding request and the commitment of the UGLG's matching funds. 3. Statement that the proposed project is consistent with the UGLG's community development plan as described in the Application. 4. Statement that all activities will be taken for the purpose of providing and/or improving permanent residential structures, which upon completion will be occupied by low- or moderate-income households. 5. Statement that no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by your CDBG Specialist. 6. Local authorization to submit the Michigan CDBG Application. 7. Identification, by title, of the UGLGs authorized person to sign the Application and all attachments. 8. Identification, by title, of the UGLGs authorized person to sign the Grant Agreement and all amendments. 9. Identification, by title, of the UGLGs authorized person to sign Payment Requests. 10. Identification, by title, of the UGLGs authorized person as the Certifying Officer. <p>An Authorizing Resolution template is available in the CDBG Policy Manual Chapter 2 – Application and Award Process (2-A Authorizing Resolution)</p> <p>RESPONSE:</p> <ul style="list-style-type: none"> • The Authorizing Resolution is attached • The Certifying Officer for NEPA Environmental Review is attached
3	<p>Copy of the applicant's current Procurement Procedure.</p> <ul style="list-style-type: none"> • The Procurement Procedure is attached. Adopted 07/15/2024

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ITEMS SUBMITTED AFTER APPLICATION APPROVAL

MUST BE SUBMITTED PRIOR TO GRANT AGREEMENT EXECUTION

4	<p>Annual Profile Review (previously been completed). IGX Grant Management System instructions will be provided upon funding reservation. Review CDBG Policy Manual Chapter 2 – Application and Award Process</p>
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MUST BE SUBMITTED PRIOR TO INCURRING CONSTRUCTION COSTS

5	<p>NEPA Environmental Review (See attached). Review CDBG Policy Manual Chapter 7 – Environmental Review</p>
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MUST BE SUBMITTED WITHIN 60 DAYS OF GRANT AGREEMENT EXECUTION

6	<p>Local Program Guidelines. Complete the Program Guidelines TEMPLATE Review CDBG Policy Manual Chapter 2 – Application and Award Process (2-C Program</p>
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D	<p>CERTIFICATION BY THE UGLG <input type="checkbox"/> I have read and certify Section D below.</p> <p>The UGLG states that the person identified in the Authorizing Resolution certifies the following:</p>
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1. Possesses legal authority to submit a grant application.
2. Shall comply with 570.486(a) Citizen Participation Requirements of a Unit of General Local Government, including: **(Citizen Participation Plan updated and adopted on March 2, 2022)**
 - a. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used;
 - b. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed and actual use of CDBG funds;
 - c. Furnish citizens information, including but not limited to:
 - i. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income).
 - ii. The range of activities that may be undertaken with the CDBG funds.
 - iii. The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - iv. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under §570.488.
 - d. Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups.
 - e. Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings

and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non- English speaking residents can reasonably be expected to participate.

- f. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state.
 - g. Provide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.
3. Has in a timely manner:
- a. Furnished its citizens information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons due to proposed activities and for assisting persons displaced.
 - b. Published a public notice in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities.
 - c. Held one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs; and
 - d. Made the proposed application available to the public.
4. Will conduct and administer the grant in conformity with Public Law 88-352 and Public Law 90-284 and will affirmatively further fair housing.
5. Has developed the proposed application so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid to the prevention or elimination of slum or blight; or to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to health or welfare of the community where other financial resources are not available to meet such needs.
6. Has developed a community development plan or community development narrative that identifies community development and housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended;
7. Will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (B) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (A);
8. Will adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing

applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions.

9. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant or cooperative agreement;
10. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
11. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12. Will comply with other provisions of Title I of the Housing and Community Development Act of 1987, as amended, and with other applicable laws.

E	STATEMENT OF ASSURANCES <input type="checkbox"/> I have read Section E and assure the following:
	<p>The UGLG states that the person identified in the Authorizing Resolution assures the following:</p> <ol style="list-style-type: none"> 1. Compliance with financial management and audit requirements in 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. 2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statues and implementing rules and regulations. 3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations. 4. Compliance with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831). 5. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations. 6. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8. 7. Compliance with the Citizen Participation Plan (24 CFR Part 570.486 (A)) and implementing regulations. 8. Authorized state officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project to make audits, examinations, excerpts, and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project.

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	<p>The UGLG agrees to assume all the responsibilities for environmental review, decision making, and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58.</p>
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F	CERTIFICATION BY AUTHORIZED SIGNATORY	
	<p>The person authorized through resolution, or the highest elected official, has signed below with all applicable field boxes completed and all information being reviewed verifying (1) the Certifications and Assurances herein have been reviewed and accounted for; (2) this Application has been reviewed and is complete; (3) the data provided herein is the most accurate available based on current information and knowledge; and (4) the UGLG agrees to adhere to HUD, CDBG and MSHDA rules, regulations and MI Neighborhood Manual policies, procedures, and reporting requirements and will ensure that all entities involved in completing the proposed project will also adhere to the rules and regulations during grant administration.</p>	
	SIGNATURE	
1	NAME	Tanya S. Buckelew
2	TITLE	Planning & Building Director
3	PHONE	989-725-0540
4	DATE	07/16/2024

CITY OF OWOSSO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROCUREMENT POLICY & PROCEDURE

Definition – Procurement is the process by which grantees and sub recipients procure supplies, materials, services, and equipment. Procurement policy ensures that all purchases are handled fairly and encourage full and open competition. As with all CDBG funds, sub recipients and/or beneficiary of funds must also ensure that there is no conflict of interest.

CDBG funds are subject to federal procurement standards 2 CPF Part 200. This policy meets the requirements contained in 2 CFR 200.318-327, as applicable.

1. CODE OF CONDUCT/CONFLICT OF INTEREST

- Prohibits elected officials, staff, or agents from personally benefiting from CDBG.
- No elected officials, staff or agents may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.
- Such a conflict of interest would arise when the elected official, staff or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a business considered for a contract.
- The elected official, staff or agents may neither solicit nor accept gratuities, favors, or anything of monetary values from contractors or parties to sub-contacts.
- Sanctions or penalties for violations of the code of conduct by either the City of Owosso and/or beneficiary of funds, elected officials, staff, or agents, or by contractors or their agents are identified as follows – loss of grant funding to the City of Owosso and/or the beneficiary, disciplinary action against staff (determined by management), Contractor removed from the grant program.

2. PROPOSED PROCUREMENTS

- Will be reviewed by City staff to avoid unnecessary and duplicative purchases and to ensure costs are reasonable
- Consideration will be given to either consolidate or break out procurements to obtain the most economical purchase.

3. EQUAL OPPORTUNITY REQUIREMENTS

- Will take all the necessary affirmative steps to hire small-, minority-, and women-owned businesses
- These qualified businesses will be on the solicitation list.
- Primary contractors will be required to also take affirmative steps.

4. SELECTION PROCEDURES

- A list of prequalified contractors is developed by conducting request for qualifications (RFQ)
- Homeowner is required to solicit bids and choose a contractor from the list (*NOTE – MSHDA strongly encourages the use of a RFQ and the creation of a Pre-Qualified list of contractors for owner-occupied housing rehabilitation programs, where homeowners contractor for construction services*).
- Contractors will be made aware of the \$40,000 cap for each project
- Submitted proposals are the responses from the contractors to the homeowners
- City of Owosso Staff and homeowners will review submitted proposals to determine the winning offer
- Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.
- Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- A fixed-price contract will be written so the price is not subject to any adjustments
- Costs will be tracked by use of purchase orders
- Contractors, after submission of invoices, will be reimbursed for materials and labor

5. PROCUREMENT TRANSACTIONS

- Conducted to provide maximum open and free competition.

- The following situations are considered to be restrictive of competition and therefore prohibited:
 - Placing unreasonable requirements on firms for them to qualify to do business
 - Requiring unnecessary experience and excessive bonding
 - Noncompetitive pricing practices between firms or between affiliated companies
 - Noncompetitive awards to consultants that are on retainer contracts
 - Organizational conflicts of interests
 - Specifying only a brand-name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement
 - Any arbitrary action in the procurement process

6. VERIFICATION OF CONTRACTOR ELIGIBILITY

- Prior to the award of the construction contract – the following will be completed
- Verification of contractor’s license on LARA
- Obtain contractor clearance and determine whether the contractor is debarred a the federal level by searching www.sam.gov and HUD Limited Denial of Participation List

7. CONTRACT ADMINISTRATION AND RECORDS

- Will maintain records sufficient to detail the history of procurement
- Rationale for the method of procurement
- Selection of contract type
- Contractor selection or rejection
- Basis for the contract price.
- Allow Auditor access to all records
- Track the entire process used for home improvements – via purchase orders, spreadsheets, IGX
- Show that the City of Owosso obtained high quality home improvements at the lowest possible price through an open, competitive process

8. The City of Owosso is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of Owosso of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the City of Owosso unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

9. BONDING

Each contract will be entered into with a maximum dollar amount of \$40,000. This does not exceed the simplified acquisition threshold of \$250,000. Therefore, bonding will not be required from the contractor.

10. REPORTING

The City of Owosso is required to submit a Contract and Subcontract Activity Report (Form 11-C) (HUD 2516) to MSHDA within ten days of contract signing.

**Adopted by the City of Owosso
July 15, 2024**

DETERMINATION OF LEVEL OF ENVIRONMENTAL REVIEW

CERTIFYING OFFICER, Tanya S. Buckelew, Planning & Building Director, is designated as the environmental certifying officer for the CDBG project described below. I certify that:

PROJECT INFORMATION

Grantee (UGLG) **City of Owosso**
Grantee Address **301 W. Main St. Owosso, MI 48867**
Grantee Contact **Tanya Buckelew , phone 989-725-0540**
Other Project Contact **Nathan Henne, phone 989-725-0599**
Grant Number **NHID-APP-2024-37-MIN-62 CDBG F**
Project Title **2024 COMMUNITY DEVELOPMENT BLOC GRANT (CDBG)**

The project description is a clear, concise overview of the project that enables the reader to understand the scale, scope, and extent of the project, and supports the reasons for determination of level of environmental review. The description should include information on all the proposed activities (listed by funding source), describe the existing environment at and around the project site(s), and include any relevant maps, photos, or other supporting documentation necessary to describe the project.

Project Description: **Interior and exterior improvements to homes with health and safety concerns and maintenance issues to include improvements to meet code requirements such as roof replacement, windows, plumbing, electrical, mechanical and insulation to eligible single-family homes. This project is not to build new homes, therefore any environmental concerns (i.e. flood zones) do not apply to this project.**

PROJECT DETERMINATION (completed by the Environmental Review Officer)

All project activities have been reviewed and the project meets the following environmental determination:

- Exempt
- Categorically Excluded Not Subject To §58.5
- Categorically Excluded Subject To §58.5
- Environmental Assessment
- Environmental Impact Statement

Certifying Officer Signature
Tanya S. Buckelew, Planning & Building Director

Date

FINDING OF EXEMPT ACTIVITY 24 CFR 58.34

Grantee:

Grant No.:

Funding Source: CDBG \$
 Other \$
 Total Funding Amount \$

I hereby certify that the following activities comprising the _____ Project have been reviewed and determined to be an Exempt Activity per 24 CFR 58.34(a) as follows:

- (1) Environmental and other studies, resource identification and the development of plans and strategies.
- (2) Information and financial services.
- (3) Administrative and management activities.
- (4) Public services that will not have a physical impact or result in any physical change, including but not limited to services concerned with employment, crime prevention, childcare, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs.
- (5) Inspections and testing of properties for hazards or defects.
- (6) Purchase of insurance.
- (7) Purchase of tools.
- (8) Engineering or design costs.
- (9) Technical assistance and training.
- (10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters, imminent threats or physical deterioration.
- (11) Payment of principal and interest on loans made or obligations guaranteed by HUD.
- (12) Any of the categorical exclusions listed in 58.35(a) provided that there are no circumstances which require compliance with any other Federal laws and authorities cited in 58.5. Such activities are documented as exempt by the Statutory Checklist.
- (13) Planning grant (not associated with an imminent project under 7 CFR § 1970.53).

Pursuant to Sections 58.22(b) and 58.34(b), the recipient will not undertake any activity until the responsible entity documents in writing its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section. Recipient will comply with the applicable requirements of Sec. 58.6.

1. FLOOD INSURANCE/FLOOD DISASTER PROTECTION ACT

A. Does the project involve the acquisition, construction, or rehabilitation of structures, buildings, or mobile homes?

- No. Flood insurance is not required. The review of this factor is completed. Go to
- Yes. Continue Review.

B. Is the structure or part of the structure located in a Federal Emergency Management Agency (FEMA) designated Special Flood Hazard Area?

- No. Cite Source Documentation (also label and attach map):
Proceed with project.
- Yes. Cite Source Documentation (also label and attach map):
Continue Review.

C. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

Yes. Flood insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be maintained in this Environmental Review Record.

No. **Federal assistance may not be used in the Special Flood Hazard Area.**

2. COASTAL BARRIERS RESOURCES ACT

A. Is the project located in a coastal barrier resource area?

No. Cite Source Documentation (also label and attach map):

Yes. **Federal assistance may not be used in such an area.**

3. AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

A. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone, or a Military Installation's Clear Zone?

No. Cite Source Documentation (also label and attach map):

Yes. **Disclosure statement must be provided**, and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.

In accordance with 24 CFR 58.34(b), no further environmental approval form from HUD or the State is necessary for the drawdown of funds to implement this program.

X _____
Name and Title of Certifying Officer

 Date

Name of person preparing this form

 Phone #

For State Use Only	Reviewed	Date
Compliance Specialist		



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

MEMORANDUM

DATE: June 27, 2024
TO: City Council
FROM: Kevin Lenkart
Director of Public Safety
RE: Traffic Control Order # 1517

Josephine Brown, Manager of the Downtown Owosso Farmers Market, has requested the following street closure for the Moonlight Market event. Proof of insurance for this event is attached.

LOCATION:

Curwood Castle Drive from M-52 to Bradley Street

DATE:

August 11, 2024

TIME:

2:00 pm – 9:00 pm

The Public Safety Department has issued Traffic Control Order # 1517 in accordance with the Rules for the Issuance of Certain Traffic Control Orders. Staff recommends approval and further authorization of a traffic control order formalizing the action.

CITY OF OWOSSO
TRAFFIC CONTROL ORDER

(SECTION 2.53 UNIFORM TRAFFIC CODE)

ORDER NO.	DATE	TIME
1517	6/27/2024	2:40 pm

REQUESTED BY:
Kevin Lenkart – Director of Public Safety

TYPE OF CONTROL:
Street Closure

LOCATION OF CONTROL:
Curwood Castle Dr. from M-52 to Bradley St.

EVENT/DATES:
Moonlight Market Event
August 1, 2024
2:00 pm - 9:00 pm

APPROVED BY COUNCIL
_____, 20 ____

REMARKS



APPLICATION FOR USE OF
CITY STREETS & PARKING LOTS
FOR SPECIAL EVENTS

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

This application, plus all required documentation and fees shall be submitted to the Public Safety Department at least thirty (30) days and not more than one hundred twenty (120) days prior to the first day of the requested event, with 2 exceptions:

1. Applicants requiring the issuance of a conditional use permit as required by Sec. 38-504(4)(b), shall submit a complete application at least ninety (90) days prior to the event.
2. Applicants requesting the use of a state trunkline shall submit a complete application at least forty-five (45) days prior to the event.

Event Name: Moonlight Market

Applicant Name: Owosso Farmers Market Date: 6/23/2024
(Individual or Group Name)

Primary Contact: Josephine Brown Title: Manager

Address: 215 N Water St. Owosso, MI 48867

Phone: 989-413-3728 Email: dofarmersmarket@gmail.com

Requested Date(s): August 1, 2024 Requested Hours: 2pm to 9pm
(Including set-up and clean-up)

Area Requested (Parking Lot - Parade Route):
Curwood Castle Drive from North M-52 to Bradley St.

Detailed description of the use for which the request is made:
Annual Moonlight Market Event

Please attach the following items and mark the corresponding checkbox indicating their inclusion. See back for detailed descriptions of each item:

- Executed Hold Harmless Agreement
- Map of the Event Area with Event location highlighted
- Rules or policies applicable to persons participating in proposed event
- Proof of Insurance
- or
- Request for Insurance Waiver
- Application Fee

Continued on back...

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. In consideration of the granting of permission by the City of Owosso to the Applicant for the use of facilities set forth above, Applicant shall indemnify, defend and hold harmless the City of Owosso, their officials, employees, agents, professionals and volunteers, collectively ("CITY") from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees and related costs) and/or other expenses or liabilities of any nature whatsoever including, without limitation, the investigation and defense of any claims, arising out of or resulting from the conduct of the activities for which this application is made, and for the use of the facilities and any other facilities which are employed by the Applicant, or their guests, during the period for which the facilities requested are used, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Applicant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

The Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct. Applicant agrees to observe all City ordinances, laws and/or conditions imposed.

Applicant Signature:  Date: 6/24/2024

Information Regarding Required Documents

Map of the Event Area – Map showing the general area where the event will be located. The exact event location /event route must be highlighted and the locations requiring barricades for the requested street/lot closure must be clearly marked.

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

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

or

Request for Insurance Waiver - The City Council may waive the insurance requirement if it determines that insurance coverage is unavailable or cannot be obtained at a reasonable cost and the event or activity is in the public interest or fulfills a legitimate and recognized public purpose. Check box if you are requesting waiver of insurance.

Applicants must indicate whether they are providing proof of insurance or requesting an insurance waiver. Request for a waiver in no way guarantees a waiver will be granted.

Application Fee – Fee set by resolution of City Council to offset a portion of the costs related to the processing of special events applications.

- \$30 Application (30-120 days prior to 1st day of event) Additional: _____
- \$50 Additional MDOT Closure (M-21, M-71, M-52) Additional: _____
- \$15 Additional-Expedited Fee (14-29 days prior to 1st day of event) Additional: _____

\$ 30 **Total Due at Time of Application. Please make check payable to: City of Owosso.**

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

Approved Not Approved Date: _____ Traffic Control Order Number _____

Copy of Rules & Regulations provided to Applicant

Cc: DDA – Director; WCIA – Chairperson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2024

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State National Insurance Company, Inc. 12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Downtown Owosso Farmers Market 215 N Water St Owosso, MI 48867	

COVERAGES **CERTIFICATE NUMBER:** 505476943 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NXTKRK7KTD-02-GL	03/10/2024	03/10/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is City of Owosso. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER City of Owosso 301 W Main St Owosso, MI 48867	LIVE CERTIFICATE Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/10/2024

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
	PRODUCER CUSTOMER ID:		
INSURED Downtown Owosso Farmers Market 215 N Water St Owosso, MI 48867	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Next Insurance US Company	16285
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 505476943 REVISION NUMBER:


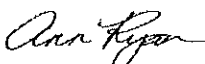
LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

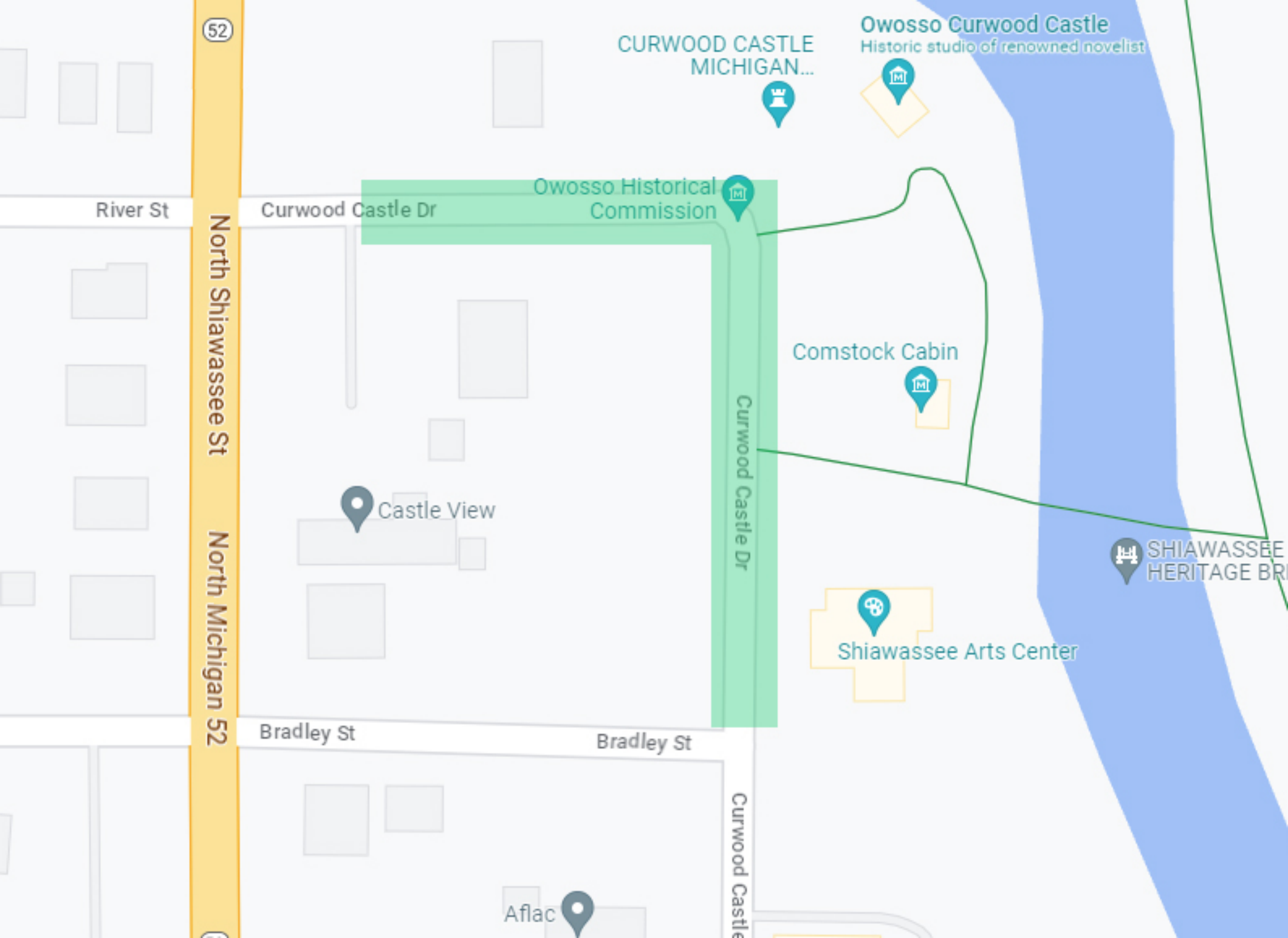
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	NXT9FDCX73-01-CP	05/01/2023	05/01/2024	<input type="checkbox"/> BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$16,500.00
	<input type="checkbox"/> BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$Included
	<input type="checkbox"/> BROAD				CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$Included
	<input checked="" type="checkbox"/> SPECIAL				\$500.00	<input type="checkbox"/> RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					<input type="checkbox"/> BLANKET BLDG & PP	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$
	<input type="checkbox"/>					<input type="checkbox"/>	\$
<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY			<input type="checkbox"/> EQUIPMENT	\$		
CAUSES OF LOSS				<input type="checkbox"/> MISC TOOLS	\$		
<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			<input type="checkbox"/> BORROWED TOOLS	\$		
<input type="checkbox"/> OPEN PERILS				<input type="checkbox"/>	\$		
<input type="checkbox"/> CRIME				<input type="checkbox"/>	\$		
TYPE OF POLICY				<input type="checkbox"/>	\$		
<input type="checkbox"/>				<input type="checkbox"/>	\$		
<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN				<input type="checkbox"/>	\$		
<input type="checkbox"/>				<input type="checkbox"/>	\$		
<input type="checkbox"/>				<input type="checkbox"/>	\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER City of Owosso 301 W Main St Owosso, MI 48867	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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52

CURWOOD CASTLE MICHIGAN...

Owosso Curwood Castle
Historic studio of renowned novelist

River St

North Shiawassee St

Curwood Castle Dr

Owosso Historical Commission

Comstock Cabin

Castle View

Curwood Castle Dr

Shiawassee Arts Center

SHIAWASSEE HERITAGE BR

North Michigan 52

Bradley St

Bradley St

Curwood Castle

Aflac



MEMORANDUM

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

DATE: July 15, 2024

TO: Mayor Teich and the Owosso City Council

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

SUBJECT: Emergency WWTP Dump Truck Repair

RECOMMENDATION:

Approval of the proposal provided from C & S Motors, Inc. of Flint, Michigan for emergency repair of the WWTP Dump Truck in the amount of \$20,203.45.

BACKGROUND:

Following some early failure indications, we took the WWTP dump truck to Central Michigan Diesel (in Owosso, MI) for an initial opinion. They felt there were likely repair needs that were beyond their abilities and advised us to take it to C & S Motors in Flint. We have utilized C & S several times over the years in similar circumstances. C & S diagnosed the problem as a camshaft failure, with some other associated parts that were part of the failure (oil pump, oil cooler, and thermostat). While the truck was there, C & S also noticed a small hole in the fuel tank and have advised replacement. The quotation for a total of \$20,203.45 is attached.

Since our WWTP dump truck has been out of commission, we have been using one of the dump trucks from DPW. There are a couple of issues with this (or any) truck from DPW that add cost to our sludge hauling operation:

- The boxes on the DPW's dump trucks are smaller than WWTP's, causing more trips to the landfill to remove the same amount of sludge from the system. This causes numerous additional resources: time, fuel, and energy costs.
- The boxes on the DPW's trucks do not have a sealed tailgate, as WWTP's does. To prevent potential leaking of sludge-related liquids, we are lining the tailgate area of the truck with plastic sheeting for each load. This obviously costs in additional time and materials.

WWTP's dump truck (originally purchased in 2009) is scheduled for replacement and the replacement truck was initially ordered fall of 2023, but will not be in until early 2025.

Repair of WWTP's dump truck, even at the quoted cost will benefit our operations and eliminate the extra costs associated with using the smaller DPW dump truck. The DPW dump truck will also likely not be available once the winter season starts, and WWTP's new dump truck won't arrive before then.

Once the new WWTP dump truck is in use, the repaired truck can be used by DPW, with the longer box being advantageous. It can also serve as a backup creating redundancy for WWTP if the need arises.

Waiver of the competitive solicitation process per the City Purchasing Policy is requested due to the necessity and urgency for this specialized truck repair, along with the impediments that are created without it.

FISCAL IMPACTS:

Services will be funded from the Capital Outlay Account 599-901-977.000 in the amount of \$20,203.45.

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

Attachments:
(1) Resolution
(2) C & S Motors, Inc. Repair Quote

RESOLUTION NO.

**AUTHORIZING EMERGENCY REPAIR OF WWTP DUMP TRUCK
BY C & S MOTORS, INC. OF FLINT, MICHIGAN**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is required to handle a constant supply of wastewater from its City and regional customers in accordance with state and federal regulatory requirements, and

WHEREAS, the periodic removal and rehabilitation of equipment at the Waste Water Treatment Plant is required to maintain the ability to properly treat waste water; and

WHEREAS, the City's Director of Public Services and Utilities has reviewed the necessity for the services to repair the WWTP's Dump Truck, and recommends authorizing C & S Motors, Inc. to provide these services in the amount of \$20,203.45.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to authorize the emergency repair of WWTP Dump Truck as proposed by C & S Motors, Inc. and to waive the competitive solicitation process as normally required by the City Purchasing Policy.
- SECOND: the service agreement between the City and C & S Motors, Inc. shall be in the form of Service Order: R101003995 and a City purchase order.
- THIRD: the accounts payable department is authorized to submit payment to C & S Motors, Inc. in the amount of \$20,203.45 upon satisfactory completion of the work.
- FOURTH: the above expenses shall be paid from account no. 599-901-977.000.



C & S MOTORS, INC.

113 S DORT HWY
FLINT, MI 48503
P: (810) 234-5686
Email: ar@tricotruck.com
Facility #: F117745
www.tricotruck.com



SERVICE ORDER: R101003995

Invoice Date:
Cust #:100727

BILL TO
CITY OF OWOSSO
301 W MAIN STREET
OWOSSO, MI 48867

DELIVER TO
CITY OF OWOSSO
301 W MAIN STREET
OWOSSO, MI 48867

DATE ARRIVED	DATE COMPLETE	DATE IN SERVICE	PHONE	ADVISOR	TERMS	ODOMETER	CUSTOMER UNIT #	CUSTOMER PO
6/6/2024 10:47AM	6/18/2024	11/12/2009	(989) 725-0572	A LAUBE	AR	100,293	000	
YEAR	MAKE	MODEL	VIN	ENGINE MOD	ENGINE SER	ENGINE HOURS	REEFER HRS	
2010	INT	7400 SBZ 6X4	1HTWGAAAR6AJ253587	MAXXFORCE	466HM2U3083875	4,109	0	

Sold Operations

JOB #1 **ENGINE**

MECHANIC B RICHARDS - Certificate: M148404

COMPLAINT CHECK ENGINE: CUSTOMER STATES THAT WHEN IDLING AND PULLING UP TO A STOP SIGN IT SOUNDS LIKE RIDING A "JAKE-BRAKE." ALSO STATED THAT AN ISSUE APPEARS WITH ACCELERATING AND DECELERATING.

CAUSE DIAGNOSTICS

CORRECTION FOUND INTERMITTENTLY THUMPING THRU AIR CLEANER. REMOVED PASSENGER'S SIDE SPLASH SHIELD, AIR INTAKE DUCT, UPPER RADIATOR HOSE BRACKET, AND VALVE COVER. RAN ENGINE, FOUND #3 CYLINDER EXHAUST VALVE HAD EXCESSIVE CLEARANCE ALLOWING THE VALVE BRIDGE TO PARTIALLY DISLodge CAUSING THE THUMPING NOISE. CAMSHAFT FAILURE ON #3 CYLINDER IS THE ROOT CAUSE. QUOTED CAMSHAFT REPLACEMENT. FOUND FUEL TANK LEAKING. ADVISED CUSTOMER, QUOTED FUEL TANK REPLACEMENT

POWER WASHED EXHAUST BELOW CAB TO INSPECT FOR CRACKS. FOUND AN AREA THAT HAD SOME HEAVY FLAKES OF RUST THAT APPEARED TO BE CRACKED. REMOVED RUST FLAKES AND FOUND GOOD METAL BELOW RUST. COULD NOT FIND ANY OTHER AREAS OF CONCERN.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR 12	ENGINE		608.00
Prepay: \$0.00 Parts: \$0.00 Labor: \$608.00 Misc: \$0.00 Sublet: \$0.00				\$608.00



C & S MOTORS, INC.

113 S DORT HWY
FLINT, MI 48503
P: (810) 234-5686
Email: ar@tricotruck.com
Facility #: F117745
www.tricotruck.com



SERVICE ORDER: R101003995

Invoice Date:
Cust #:100727

Estimate Operations

JOB #2 ADDITIONAL SERVICE REQUEST

MECHANIC - Certificate:

CLAIM NUMBER#
COMPLAINT QUOTE TO REPLACE CAMSHAFT, OIL PUMP, OIL COOLER, AND RELATED PARTS
CAUSE QUOTE TO REPLACE CAMSHAFT, OIL PUMP, OIL COOLER, AND RELATD PARTS
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
4	101I/1812348C1	SLEEVE 3/8 TUBE -FLEX	6.29	25.16
1	101I/1842130C3	THERMOSTAT ASSEMBLY	139.94	139.94
1	101I/1842530C93	COOLER,KIT HEAT EXCHANGER W/SE	701.55	701.55
1	101I/1842639C92	FILTER,KIT, OIL FILTER LONG	81.85	81.85
1	101I/1842663C93	COVER,KIT FRONT COVER FRONT HL	622.98	622.98
2	101I/1854756C1	ROD PUSH	43.93	87.86
1	101I/1881751C93	PUMP,KIT, OIL PUMP	983.99	983.99
1	101I/1889247C96	GASKET,KIT, CYLINDER HEAD GASK	731.86	731.86
1	101I/1894239C92	BEARING,KIT,CAMSHAFT & TAPPETS	2,177.69	2,177.69
1	101I/3805267C2	CLAMP EXHAUST PIPE	70.60	70.60
6	101S/FLTANCBC14KK	FLEET AER NON CHL BRAKE CLN 14	5.58	33.48
1	101S/PTX82180KK	SEALANT GASKET MAKER ULTRA BLK	7.44	7.44
34	101X/10W30B	OIL	4.63	157.42
18	101X/B11	TIE WRAP	0.09	1.62
15	101X/B14	PLASTIC TIE STRAP	0.14	2.10
4	101x/or7450	4" velco pad	7.20	28.80
	LABOR ASR	ADDITIONAL SERVICE REQUEST		9,120.00
1	MISCP	MISC PARTS IF NEEDED	800.00	800.00
1	SHSUP	SHOP SUPPLIES	150.00	150.00

Prepay: \$0.00 Parts: \$5,854.34 Labor: \$9,120.00 Misc: \$950.00 Sublet: \$0.00 \$15,924.34

JOB #4 ADDITIONAL SERVICE REQUEST

MECHANIC - Certificate:

CLAIM NUMBER#
COMPLAINT QUOTE TO REPLACE FUEL TANK AND STRAPS
CAUSE QUOTE TO REPLACE FUEL TANK AND STRAPS
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101I/2507019C93	TANK FUEL 60GAL LT (SERVICE)	1,737.98	1,737.98
2	101I/3539757C2	STRAP FUEL TANK MTG*ASSY OF ST	367.45	734.90
1	101I/464751C3	GASKET FUEL GAUGE TANK UNIT	26.97	26.97
6	101I/596589C1	LINING 1 FT	12.69	76.14
	LABOR ASR	ADDITIONAL SERVICE REQUEST		760.00
1	FRT	FREIGHT	250.00	250.00

Prepay: \$0.00 Parts: \$2,575.99 Labor: \$760.00 Misc: \$250.00 Sublet: \$0.00 \$3,585.99

Estimate Operations Totals Prepay: \$0.00 Parts: \$8,430.33 Labor: \$9,880.00 Misc: \$1,200.00 Sublet: \$0.00 \$19,510.33



C & S MOTORS, INC.

113 S DORT HWY
 FLINT, MI 48503
 P: (810) 234-5686
 Email: ar@tricotruck.com
 Facility #: F117745
 www.tricotruck.com



SERVICE ORDER: R101003995

Invoice Date:

Cust #:100727

ALL PARTS ARE NEW UNLESS OTHERWISE STATED

You are entitled by law to the return of all parts replaced except those which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement. You are entitled to inspect the parts which cannot be returned to you.

CERTIFICATION

All repairs and parts listed were furnished in compliance with Michigan Auto Repair Act (P.A. 300)

Repairs Properly completed and checked by _____

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorized any other person to assume for it any liability in connection with the sale of this items/items.

Customer Signature _____ Date _____

	ESTIMATED	BILLED
LABOR	\$9,880.00	\$608.00
PARTS	\$8,430.33	\$0.00
MISC	\$1,200.00	\$0.00
SUBLET	\$0.00	\$0.00
PREPAY	\$0.00	\$0.00
SHOP SUPPLIES		\$42.56
MISC SUPPLIES		\$0.00
TAX	\$0.00	\$0.00
TOTAL	\$19,552.89	\$650.56
GRAND TOTAL	\$20,203.45	

Please Remit Payment to:

C & S MOTORS, INC.
 113 S. DORT HWY
 FLINT, MI 48503



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

MEMORANDUM

DATE: July 9, 2024

TO: Owosso City Council

FROM: Kevin Lenkart
Chief of Public Safety

RE: Agreement for Ambulance Services Fairfield Township

Recommendation:

Staff recommends approval of the contract amendment between The City of Owosso (Owosso) and Fairfield Township (Township) to have Owosso provide ambulance coverage to Fairfield Township, Shiawassee County Michigan.

Background:

On March 18, 2024, Owosso City Council approved an ambulance service contract with Fairfield Township to provide ambulance coverage beginning April 1, 2024.

In June 2024, representatives from Fairfield Township requested we amend the contract to show that the \$14,000.00 annual payment is based upon the Township's Special Assessment. The new language is in **bold** on the contract amendment.

RESOLUTION NO.

AUTHORIZING AMENDMENT TO THE AGREEMENT FOR AMBULANCE SERVICES BETWEEN OWOSSO AND FAIRFIELD TOWNSHIP

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Public Safety Department and Fairfield Township entered into an agreement to have Owosso provide ambulance coverage to Fairfield Township, Shiawassee County Michigan and;

WHEREAS, representatives from Fairfield Township requested that the contract be amended to show that their payment is based on the amount of a special assessment.

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to enter into an amended agreement with Fairfield Township.
- SECOND: the mayor and city clerk are instructed and authorized to sign the documents in the form attached, Amended Contract for Ambulance Services with Fairfield Township/City of Owosso.

CONTRACT AMENDMENT

This Contract Amendment is between the City of Owosso and Fairfield Township, pertaining to the Agreement for Ambulance Services (Contract).

WHEREAS the City of Owosso (hereinafter "City") and Fairfield Township, (hereinafter "Township") entered into an Agreement for Ambulance Services on or about _____, 2024, in which said Agreement shall be in full force indefinitely, until terminated as provided by the terms of said Agreement.

WHEREAS the City and the Township recognize an error in the Agreement after both parties executed it;

WHEREAS Paragraph 8 of the Agreement states the following:

The Township shall pay the City the sum of \$14,000.00 on an annual basis. **This is based upon the Township's Special Assessment.** Payment by the Township to the City shall be made no later than the 15th day of May for each calendar year of the duration of the Contract.

WHEREAS the Township generates funding for the Emergency Services Agreement by way of a millage rather than by a special assessment;

WHEREAS both parties to the Agreement acknowledge said error and desire to amend the Agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED that the City and Township agree that the following language shall replace Paragraph 8 of the Agreement:

The Township shall pay the City the sum of \$14,000.00 on an annual basis. **This is based upon the Township's Millage.** Payment by the Township to the City shall be made no later than the 15th day of May for each calendar year of the duration of the Contract.

The receipt and adequacy of this Contract Amendment, which is hereby acknowledged, the undersigned mutually and fully agree.

DATED: _____, 2024

DATED: _____, 2024

CITY OF OWOSSO

FAIRFIELD TOWNSHIP

BY: Robert Teich

BY: Carolyn Long

ITS: Mayor

ITS: Clerk

BY: Amy Kirkland

ITS: Clerk

Prepared By:
Scott J. Gould (P76101)
Owosso City Attorney
114 E. Main Street Suite 218
Owosso, Michigan 48867
989-729-0071



MEMORANDUM

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

DATE: July 15, 2024

TO: Mayor Teich and Owosso City Council

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

SUBJECT: 2024-2025 Gravel and Limestone Bid

RECOMMENDATION:

Award of sand, gravel, and limestone bid - selection no. 2 to Smith Sand & Gravel of Owosso, Michigan at the low bid of \$15.00 per ton for 22A Gravel for an estimated total bid price of \$18,000.00 for fiscal year 2024-2025. This is a **16% increase** over last year.

Award of sand, gravel, and limestone bid – selection no. 3 to Ocenasek, Inc. of Perry, Michigan at the low bid of \$31.70 per ton for 21AA Limestone for an estimated total bid price of \$15,850.00 for fiscal year 2024-2025. This is a **19.2% increase** over last year.

Award of sand, gravel, and limestone bid – selection no. 4 to Ocenasek, Inc. of Perry, Michigan at the low bid price of \$35.40 per ton for 6A Limestone for an estimated total of \$5,310.00 for fiscal year 2024-2025. This is a **22.5% increase** over last year.

Award of sand, gravel, and limestone bid – selection no. 5 to Ocenasek, Inc. of Perry, Michigan at the low bid price of \$41.60 per ton for H1 Limestone Chip for an estimated total of \$8,320.00 for fiscal year 2024-2025. This is a **14% increase** over last year.

BACKGROUND:

The City requires approximately 3,000 tons of Class II sand and 1,200 tons of 22A gravel meeting MDOT specifications for back filling of open cut excavations within the street right of way and off-road City owned properties. Limestone 21AA (500 ton) is used for subbase compaction on street cut/patch repairs, Limestone 6A (150 ton) is used for utility open trench cut bed compaction, and Limestone H1 Chip (200 ton) is used in the Durapatch Unit for pothole repairs.

As noted in the June 3, 2024 memo to Council, the City went out for bid for the annual purchase of sand and gravel in May of this year. Only one bid was received for 22A gravel and no bids were received for any of the limestone requests. The gravel bid was subsequently rejected in the hopes of receiving better bids through a second round of bidding. That second round has since been completed, resulting in the receipt of acceptable bids for limestone, but the bid for gravel came in even higher than the first round. In light of this, staff wishes to award the bids for limestone products to Ocenasek, Inc. as noted above. Staff further wishes to rescind the rejection of the original bid for gravel and award that bid to Smith Sand & Gravel.

FISCAL IMPACTS:

Use of sand, gravel, and limestone shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds in the estimated amount of \$47,480.00, which may exceed based on usage and actual need. This year's pricing is **17.22% higher** than the 2023-2024 bid prices.

Attachments: (1) Resolution
(2) Bid Tab(s)

RESOLUTION NO.

**AUTHORIZING THE PURCHASE AND DELIVERY OF GRAVEL AND LIMESTONE FROM
SMITH SAND & GRAVEL AND OCENASEK, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan requires gravel and limestone for use in permanent street patches and other City purposes; and

WHEREAS, the City sought bids for 22A gravel, 21AA Limestone, 6A limestone, and H1 limestone chip fiscal year 2024-2025; and

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

WHEREAS, upon further review, the City recommends that Resolution No. 84-2024 be rescinded in order to award the lower 22A Gravel bid to Smith Sand & Gravel.

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

- FIRST: that Resolution No. 84-2024, originally authorized June 17, 2024, to reject the initial bid for 22A gravel is hereby rescinded.
- SECOND: the City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award the gravel bid to Smith Sand & Gravel of Owosso, Michigan in the amount of \$15.00 per ton for 22A Gravel for fiscal year ending June 30, 2025.
- THIRD: the City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award limestone bid to Ocenasek, Inc. of Perry, Michigan in the amount of \$31.70 per ton for 21AA Limestone for fiscal year ending June 30, 2025.
- FOURTH: the City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award limestone bid to Ocenasek, Inc. of Perry, Michigan in the amount of \$35.40 per ton for 6A Limestone for fiscal year ending June 30, 2025.
- FIFTH: the City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to award limestone bid to Ocenasek, Inc. of Perry, Michigan in the amount of \$41.60 per ton for H1 Limestone Chip for fiscal year ending June 30, 2025.
- SIXTH: the contracts between the City of Owosso and the companies above shall be in the form of Purchase Orders.
- SEVENTH: the accounts payable department is authorized to pay Smith Sand & Gravel according to unit prices, estimated at \$18,000.00, which may be exceeded based on usage and actual need.
- EIGHTH: the accounts payable department is authorized to pay Ocenasek, Inc. according to unit prices, estimated at \$29,480.00, which may be exceeded based on usage and actual need.
- NINTH: the above expenses shall be paid from the Water and Wastewater Annual Operating Fund, and Local and Major Street Annual Operating Funds.

CITY OF OWOSSO BID TABULATION SHEET

DATE 6/25/2024
DEPT. DPW

SUBJECT: 2024-2025 Gravel, Limestone & Riprap Bid

Ocenasek, Inc
5817 W Britton rd
Perry, MI
517-625-3242

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
3	Limestone 21AA	500	Ton	\$ 31.70	\$ 15,850.00		\$ -		\$ -
4	Limestone 6A	150	Ton	\$ 35.40	\$ 5,310.00		\$ -		\$ -
5	Limestone H1	200	Ton	\$ 41.60	\$ 8,320.00		\$ -		\$ -
6	Fieldstone Riprap	50	Ton	\$ -	\$ -		\$ -		\$ -
					\$ 29,480.00		\$ -		\$ -

DEPT HEAD *Algon Swachan*

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 11/1/2024

AWARDED:

PURCH. AGENT: *Swachan 7/11/24*

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 11/1/2024

COUNCIL APPROVED:

STAFF REC.: Ocenasek, Inc

SOLE PROPRIETORSHIP
EXPIRATION DATE: NA

PO NUMBER:

CITY OF OWOSSO BID TABULATION SHEET

DATE 7/10/2024

DEPT. DPW

SUBJECT: **2024-2025 Gravel, Limestone
& Riprap Bid**

Smith Sand & Gravel
4085 Tyrell Rd
Owosso, Mi 48867
517-625-3228

ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2	State Certified 22A Gravel	1,200	Ton	\$ 15.00	\$ 18,000.00		\$ -		\$ -
					\$ 18,000.00		\$ -		\$ -

DEPT HEAD *Alya Suchomek*

GENERAL LIABILITY INSURANCE
EXPIRATION DATE: 8/28/2024

AWARDED: _____

PURCH AGENT: *J. Barnett 7/11/24*

WORKERS COMPENSATION INSURANCE
EXPIRATION DATE: 5/27/2025

COUNCIL APPROVED: _____

STAFF REC.: Smith Sand & Gravel

SOLE PROPRIETORSHIP
EXPIRATION DATE: NA

PO NUMBER: _____



MEMORANDUM

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

DATE: July 15, 2024

TO: Mayor Teich and the Owosso City Council

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

SUBJECT: WWTP Secondary Clarifier Project Tentative Award

RECOMMENDATION:

Approval of the tentative award of the low responsive bid from RCL Construction Co., Inc. (Sanford, MI) for the WWTP Secondary Clarifier Project in the amount of \$5,773,100.00 contingent upon receipt of CWSRF bond funding.

BACKGROUND:

The Wastewater Treatment Plant has two existing rectangular clarifiers originally installed in 1930s for primary clarification. The clarifiers are only designed to handle average day loading, they do not meet depth requirements for secondary treatment, and are in very poor condition.

One new circular clarifier will be constructed and sized to one half the maximum day. It will be installed east of the existing rectangular clarifiers and connected into existing site piping. Electrical, SCADA, and site lighting will be connected in the main plant building. The existing rectangular clarifiers will remain in service for wet weather events and redundancy. The existing drying beds will need to be removed during construction and two new drying beds will be installed to the south of the proposed clarifier.

Key components of the clarifiers have reached or are beyond the end of their useful lives. The proposed project is intended to address the critical clarifiers' issues of aging infrastructure at the WWTP, and increase the longevity of the WWTP.

City Council previously approved the start to this project at its regular scheduled meeting held on November 6, 2023.

On June 17, 2024, the City received bids for the WWTP Secondary Clarifier Project. Base Bid plus Alternate 3 ranged from \$5,773,100 to \$6,689,000.

RCL Construction Co., Inc. is the confirmed low and most responsive bid and agrees to perform

the work for a total cost amount of \$5,773,100.00. A resolution for tentatively awarding the WWTP Secondary Clarifier Project contract to RCL Construction Co., Inc. and tabulation of bids received is included for your consideration. The tentative award is required by the Clean Water State Revolving Fund.

FISCAL IMPACTS:

Funds in the amount of \$5,773,100.00 will be provided from the wastewater operating fund and 2024 SRF Bond funds.

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

Attachments:

- (1) Resolution
- (2) Fishbeck Memo
- (3) Bid Tab (with alternates)

RESOLUTION NO.

**TENTATIVE AWARD FOR
THE SECONDARY CLARIFIER PROJECT AT
THE WASTEWATER TREATMENT PLANT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to construct improvements to its existing wastewater treatment plant; and

WHEREAS, the WWTP Secondary Clarifier Project formally adopted on November 6, 2023 will be funded through the State of Michigan's Clean Water State Revolving Fund (CWSRF) program; and

WHEREAS, the City of Owosso has sought and received construction bids for the proposed improvements and has received a low Base Bid plus Alternate 3 in the amount of \$5,773,100.00 from RCL Construction Co., Inc. with \$5,773,100.00 being funded by CWSRF funds; and

WHEREAS, the City of Owosso's Director of Public Services & Utilities, Ryan E. Suchanek, recommends awarding the contract to the low responsive bidder.

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

- FIRST: the City of Owosso tentatively awards the contract for the proposed Wastewater Treatment Plant Secondary Clarifier Project to RCL Construction Co., Inc., contingent upon successful financial arrangements with the State Revolving Fund Program.
- SECOND: upon receipt of the CWSRF Bond Proceeds, the Mayor and City Clerk are instructed and authorized to sign, without further Council action, Exhibit A substantially as attached, as WWTP Secondary Clarifier Project contract, in the amount of \$5,773,100.00.
- THIRD: the accounts payable department is authorized to submit payment to RCL Construction Co., Inc. for work satisfactorily completed in an amount not to exceed \$5,773,100.00.
- FOURTH: the above expenses shall be paid from the Wastewater Plant Fund 599-901-977.000 and 2024 CWSRF Bond funds.

SECTION 00 52 00 – AGREEMENT FORM

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

- A. Removal of drying bed.
- B. Provide and installation of secondary clarifier tank and associated mechanisms.
- C. Installation of new drying bed.
- D. One new tertiary disc filter.
- E. Yard piping improvements.
- F. Provide and installation one new sludge pump.
- G. Site Restoration.
- H. Electrical Improvements.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Fishbeck (“Engineer,”) which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME

4.01 TIME OF THE ESSENCE

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

4.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT

A. The Work will be substantially complete on or before December 1, 2025 and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before January 16, 2026.

4.03 LIQUIDATED DAMAGES

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

B. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

C. Liquidated damages for failure to meet the specified Substantial Completion date and for failure to meet the specified Final Completion date will not be assessed simultaneously.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, in current funds, a total amount of _____ Dollars (\$ _____).

ARTICLE 6 - PAYMENT PROCEDURES

6.01 SUBMITTAL AND PROCESSING OF PAYMENTS

A. Payments and retainage of payments shall be in accordance with State of Michigan Act No. 524 of the Public Acts of 1980. Contractor shall submit applications for payment in accordance with Article 15 of the General Conditions. The person representing Contractor who shall submit Application for Payment will be _____. The person to whom Application for Payment are to be submitted is Engineer. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 PROGRESS PAYMENTS; RETAINAGE

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraphs 6.02. A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05 of the General Conditions.

1. Prior to Substantial Completion, progress payments will be in an amount equal to: 100% of the Work completed and 100% of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions less the aggregate of payments previously made and less such amounts as Engineer may determine, or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions, except that Owner will retain a portion of each progress payment limited to:

a. Not more than 10% of the dollar value of the Work completed until 50% of the Work has been completed as determined by Engineer.

b. After the Work has been 50% completed as determined by Engineer, additional retainage will not be withheld unless Owner determines that Contractor is not making satisfactory progress, or for other specific cause relating to Contractor's performance under the Contract. If Owner so determines, Owner may retain not more than 10% of the dollar value of the Work more than 50% completed.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Paragraph 15.01 B.5 and 15.01 B.6 of the General Conditions.

3. Owner may deduct from progress payments amounts which are due to Owner from Contractor in accordance with the Contract Documents.

4. After Substantial Completion, Owner may, at Owner's sole discretion, pay an amount sufficient to increase total payments to Contractor to more than 95% of the Contract Price if Owner has received consent of surety in a form acceptable to Owner

5. Progress payments shall not be due until 15 days after Owner has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of these sources.

B. The retained funds will not be commingled with other funds of Owner and will be deposited in an interest bearing account in a regulated financial institution in this state wherein all such retained funds are kept by Owner which will account for both retainage and interest on each construction contract separately.

C. Owner is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to Owner.

D. Owner, at any time after 94% of work under the contract has been completed as determined by Engineer and at the request of Contractor, will release the retainage plus interest to Contractor only if Contractor provides to Owner an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this state, containing terms mutually acceptable to Contractor and Owner.

E. Unresolved disputes between Owner and Contractor regarding retained funds and interest on retained funds shall be submitted to an agent in accordance with the dispute resolution process described in Section 4 of State of Michigan Act 524 of P.A. of 1980.

6.03 FINAL PAYMENT

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 1% per month.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Contractor has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified Paragraph 5.03 of the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions as containing reliable "technical data," and

(2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on

(1) the cost, progress, and performance of the Work;

(2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and

(3) Contractor's safety precautions and programs.

F. based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 CONTENTS

A. The Contract Documents consist of the following:

1. Contractor's Bid dated _____.
2. Addenda _____ to _____, inclusive.
3. Notice of Award.
4. This Agreement.
5. Performance Bond.
6. Payment Bond.
7. General Conditions.
8. Supplementary Conditions.
9. Specifications as listed in the table of contents of the Project Manual.
10. Drawings, consisting of sheets as listed on the cover sheet with each sheet bearing the following general title: Secondary Clarifier and dated May 16, 2024 (not included in the executed Contract Documents).
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives;
 - b. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 11.01 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 TERMS

A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 ASSIGNMENT OF CONTRACT

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 SUCCESSORS AND ASSIGNS

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.04 SEVERABILITY

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR'S CERTIFICATIONS

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- (1) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - (2) "fraudulent practice" means an intentional misrepresentation of facts made:
 - (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,
 - (b) to establish Bid or Contract prices at artificial non-competitive levels, or
 - (c) to deprive Owner of the benefits of free and open competition;
 - (3) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which to establish Bid prices at artificial non-competitive levels; and
 - (4) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

Contractor:

(Name of Contractor*)

By: _____
Signature

(Name and Title of Signatory*)

Attest: _____

(Name and Title of Signatory*)

Signed on: _____, 20____
(Date*)

Address for giving notices:

(Street*)

(City, State and Zip*)

License No. _____ (Where applicable)

Agent for service of process: _____

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

Designated Representative:

(Name*)

(Title*)

(Street*)

(City, State and Zip*)

(Telephone Number*)

(Facsimile*)

Owner:

City of Owosso

By: _____
Signature

(Name and Title of Signatory*)

Attest: _____

(Name and Title of Signatory*)

Signed on: _____, 20____
(Effective Date of Agreement*)

Address for giving notices:

(Street*)

(City, State and Zip*)

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

Designated Representative:

(Name*)

(Title*)

(Street*)

(City, State and Zip*)

(Telephone Number*)

(Facsimile*)

* Typed or printed in ink.

END OF SECTION 00 52 00

July 3, 2024
Project No. 231949

Ryan Suchanek
Director of Public Services and Utilities
City of Owosso
301 West Main Street
Owosso, MI 48867

**City of Owosso Wastewater Treatment Plant
Secondary Clarifier Project Bid Recommendation
Fishbeck Project No. 231949/CWSRF No. 5919-01**

Fishbeck has reviewed the bids for the Wastewater Treatment Plant Secondary Clarifier Project as received by the City of Owosso (City) on June 17, 2024. Four bids were received by the City, and all bids were opened and read aloud. The low base bid was received from RCL Construction Co.; the second lowest bid was received from Sorensen Gross Company LLC (SG). Also, several alternates were offered that could be added to the base bid.

A tabulation of the bids is attached; the Base Bid plus Alternate 3 ranged from \$5,773,100 to \$6,689,000. The two low base bids with the additional Alternate 3, differed by \$11,900. The bid results indicate that there was good understanding of the Project requirements as presented in the Bid Documents and Addendums.

Fishbeck reviewed the bids and supporting documentation received for the project. The two lowest bidders were contacted and verbally interviewed. Both indicated a willingness to execute a contract with the City to complete the work for their stated bid price. Both contractors showed an understanding of the project and schedule.

RCL is currently under contract with the City on the WWTP Phase 1 Improvements Project. Fishbeck has worked with RCL on several projects, and currently have several ongoing projects with RCL. RCL has always shown attention to detail and importance of completing a high-quality product for the client on time and in budget.

Based on our evaluation of the bids, bidders, subcontractors, Fishbeck recommends RCL Construction for this project.

Upon receiving direction from the City on selection of the successful bidder, we will prepare a Notice of Award for execution by the City in coordination with the State Revolving Fund bond closing. After the City executes the Notice of Award, we will forward it along with copies of the contracts to the successful contractor for signature and for submittal of bond and insurance information.

If you have any questions or require additional information, please contact me at 517.887.4099.

Sincerely,



Brian Van Zee
Senior Water and Wastewater Engineer

By email



OWOSSO PUBLIC SAFETY

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

MEMORANDUM

DATE: July 2, 2024

TO: Owosso City Council

FROM: Kevin Lenkart
Public Safety Chief

RE: Intergovernmental Agreement with Owosso Public Schools

In 2013, City Council approved a five-year contract with Owosso Public Schools to provide two school resource officers to Owosso Schools. The contract was renewed in 2018, 2022 and is once again presented to City Council in 2024 for renewal.

This contract is for two (2) part-time officers who are assigned to Owosso Public Schools during the school year. Owosso Police has two (2) full-time police officers who are assigned to Owosso Public Schools during the school year.

The two officers are rotated through all of Owosso Schools and provide a bridge between the school district and the Owosso Police Department. Both Owosso Schools and the City of Owosso would like to continue the partnership of providing school resource officers to the school and community.

School resource officers provide a variety of roles within the Owosso School District. This includes the investigation of criminal matters within the school district, providing a law enforcement presence within Owosso Public Schools in order to facilitate a positive interaction between students and police officers. The daily presence of the officers provides an opportunity for them to better understand problems affecting youth in our community.

Recommendation: The City of Owosso requests approval of five-year contract with Owosso Public Schools.

RESOLUTION NO.

APPROVING INTERGOVERNMENTAL AGREEMENT WITH THE OWOSSO PUBLIC SCHOOL DISTRICT FOR THE PROVISION OF POLICE OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS

WHEREAS, Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967, et. seq., provide that public agencies may enter into intergovernmental agreements for the provision of services, or joint or cooperative action, Section 3.1 General Powers, subsection B, of the *City Charter of the City of Owosso* authorizes the City to enter into intergovernmental agreements with various public agencies, including school districts, and Section 11a(4) of the Revised School Code, MCL 380.11a(4) authorizes general powers school districts to enter into agreements and cooperative arrangements with other entities, public or private, as part of performing its functions; and

WHEREAS, this Agreement will enhance the public safety of the City of Owosso and the Owosso Public School District through the provision of police officers to serve as School Resource Officers.

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

- FIRST: The City of Owosso has heretofore determined it is advisable and necessary and in the public interest to enter into an intergovernmental agreement with the Owosso Public Schools for the provision of two part-time school resource officers for a period of five years.

- SECOND: the Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached, Intergovernmental Agreement between the City of Owosso, Michigan and the Owosso Public Schools for the provision of said police officers.

INTERGOVERNMENTAL AGREEMENT

This Agreement is made, entered into and effective this ____ day of ____, 2024 (the "Effective Date"), by and between the City of Owosso, a municipal corporation of the State of Michigan ("City"), and the Owosso Public School District ("School District").

RECITALS

Whereas, the City is authorized to enter into this Agreement pursuant to the Michigan Urban Cooperation Act of 1967, Act No. 7 of 1967 and Section 3.1 General Powers, subsection B of the *City Charter of the City of Owosso*; and

Whereas, the School District is authorized to enter into this Agreement pursuant to Section 11a(4) of the Revised School Code, MCL 380.11a(4); and

Whereas, the City and the School District desire to enter into this Agreement for the purpose of establishing the position of School Resource Officer within certain complexes of the School District, for the mutual benefit of the parties and to increase public safety within the schools and the community as a whole. The goal of both parties is to increase public safety within the schools and the community as a whole.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS:

1. The foregoing recitals are incorporated in this Agreement by this reference.
2. The City shall act through its Public Safety Department in the performance of this Agreement. In performing the services hereunder, the City shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including, but not limited to policies of School District's Board of Education and laws relating to the confidentiality of student information (e.g., FERPA, IDEA). It shall be the duty of the School District to provide all School Resource Officers with copies of current School District policies.
3. Pursuant and subject to the terms of this Agreement, the City shall provide two Owosso Police Officers to serve as School Resource Officers at schools located within the School District. The scope of services and exact school assignments shall be determined by mutual agreement between the City and the School District.
4. The City, in consultation with the Owosso Public Schools, shall determine the selection and placement process of all School Resource Officers. The City shall be solely responsible for selecting the personnel to serve as School Resource Officers. The City shall evaluate the performance of each School Resource Officer at least annually, and the School District shall reasonably cooperate in such evaluation. The comments of the School District as to performance shall be advisory and the City retains the final authority as to personnel decisions.
5. The School District, in consultation with the City, shall establish a system that coordinates and schedules the School Resource Officers' work in such a manner as to accomplish the goals of this Agreement.
6. The City, in consultation with the School District, shall develop a work plan that serves the needs of the School District and the City. That plan shall identify and develop all School Resource Officer job responsibilities, and shall incorporate a schedule whereby the School District and the City can collaborate on all related issues. Both Parties shall approve the work plan and meeting schedule.

7. The City shall supervise the work of the School Resource Officers and provide the transportation and equipment necessary to accomplish all assignments.
8. The School District, in consultation with the City, shall provide assistance in the development and implementation of teaching materials, and shall provide other related functions as may be appropriate to carry out the goals of this Agreement.
9. To the extent possible, the School Resource Officers shall be made available to the School District for the ten (10) month period covering the normal school instructional year. During that period, to the extent possible, the School Resource Officers' work efforts shall be devoted fully to accomplishing the goals set forth in this Agreement.
10. To the extent reasonably possible, mandatory Public Safety department training for the School Resource Officers will be conducted at times that do not conflict with normal school schedules. When training schedules conflict with school schedules, any School Resource Officer may be absent from his/her duties at the School District for the duration of the training. Such absences shall not be deemed a breach of this Agreement on the part of the City, nor shall such absences relieve the School District of any of its obligations under this Agreement
11. In case of a police emergency, the City may call any School Resource Officer away from his/her duties at the School District for the duration of such emergency. Such emergency use of the School Resource Officers' time shall not be deemed a breach of this Agreement on the part of the City, nor shall it relieve the School District of any of its obligations under this Agreement.
12. For the contract year of FY 2024/2025, the School District shall pay the City \$26.94 per hour for each School Resource Officer.

For each subsequent year thereafter, the cost will be adjusted to take into consideration the City's changes to the budgeted salaries and fringe benefits of assigned police personnel. These adjustments will be based on the salaries and fringe benefits of those personnel assigned to the School Resource Officer program as of September 1 of each year and the City shall provide preliminary cost data to the School District prior to August 1 of each year for budget planning purposes. Final costs will be provided to the School District prior to both Parties' annual budget adoptions.

13. The School District shall pay the City on or about the following dates:

December 15
March 15
June 15

Checks will be made payable to:

City of Owosso
Re: School Resource Officer

Send payments to:

City Treasurer
City of Owosso
301 W. Main Street
Owosso, MI 48867

14. At all times during the performance of this Agreement, the police officers who serve as School Resource Officers shall remain employees of the City of Owosso and shall be eligible for all benefits to which part-time employees are entitled at the City. School Resource Officers shall not be entitled to any benefits offered to School District employees.

15. To the extent permitted by law, each party shall indemnify, defend and hold harmless, the other party and its employees, agents and invitees, from all losses, damages, claims, liabilities and expenses (including without limitation reasonable attorney's fees) for damages to property or injury to persons to the extent and magnitude arising from any act, omission or negligence of the indemnifying party or its employees, agents or invitees.
16. This Agreement shall be effective upon approval by the governing bodies of the Parties and execution of the Agreement.
17. The term of this Agreement shall be for a period of five years and commence on the Effective Date and shall expire on June 30, 2029, unless sooner terminated in accordance with the terms of this Agreement or as provided by law. In the event that the School District's State funding source for the School Resource Officer(s) is eliminated or impaired in such a way to preclude utilizing said funds for the School Resource Officer(s), notice will be given of the termination or need to revise the contract to the City of Owosso. A minimum of sixty (60) days notice shall be given if such an event occurs.
18. The City and the School District shall review this Agreement annually, and, upon written approval by both Parties, may amend it as appropriate under the circumstances.
19. This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other party.
20. Property acquired solely for purposes of this Agreement shall be disposed of upon termination or completion as follows:
 - a. Materials, supplies and equipment will be primarily the responsibility of the City, and all materials, supplies, or equipment purchased by the City for the development and implementation of this program shall remain the sole property of the City.
 - b. Any incidental materials, supplies, or equipment purchased or provided by the School District for the development and implementation of this program shall remain the sole property of the School District.
21. The City shall be responsible for any damages or injuries caused by its performance of services under this Agreement. Notwithstanding the foregoing, the City and School District retain all of their respective rights to governmental immunity whether it be created by common law or statute and the Agreement will not be interpreted as waiving any of those rights. The School District shall be responsible for any damages or injuries caused by its performance of duties under this agreement.
22. The Contract Administrator for the City shall be Public Safety Director Kevin Lenkart, or his designee or successor. The Contract Administrator for the District shall be Superintendent Steve Brooks, or their designee or successor.
23. Pursuant to the requirements of Section 1230 and 1230a of the Revised School Code, the School District shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the City to regularly and continuously work as a School Resource Officer in any of School District's facilities or at program sites where the School District delivers educational programs and services. The City agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in School District's facilities or program sites (as defined above) if such person has been convicted of any of the following offenses: (a) any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; (b) any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b (for positions requiring State Board of Education approval or teacher certification); (c) any offense of a substantially similar enactment of the United States or another State; (d) any felony. Provided that with prior written approval of the Superintendent of School District and of its Board of Education an individual regularly and

continuously providing services under this Agreement at School District facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of School District, such individual's presence will not pose a danger to the safety or security of School District students or employees; or (e) any offense that would, in the judgment of School District, create a potential risk to the safety and security of students served by School District or employees of School District.

School District reserves the right to refuse City's assignment of any individual, agent or employee of City to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in School District's judgment, unfitness to perform services under this Agreement.

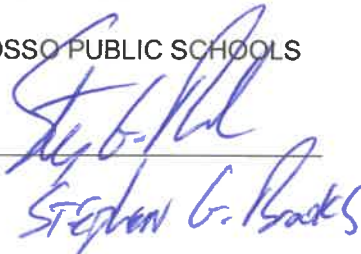
- 24. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.
- 25. This Agreement contains the entire understanding of the parties as to its subject matter. There are no oral agreements not stated herein. This Agreement may only be amended by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of _____.

For the School District:

OWOSSO PUBLIC SCHOOLS

By:
Its:



By:
Its:

For the City:

CITY OF OWOSSO

Robert Teich
Mayor

Amy K. Kirkland
City Clerk



Warrant 644
July 8, 2024

Date	Vendor	Description	Fund	Amount
7/8/2024	Caledonia Charter Township	Per July 1 2006 Water District Agreement	Water	48,379.18
7/8/2024	Owosso Charter Township	Per February 22 2011 Water Agreement	Water	19,424.36
		Total		\$67,803.54



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

MEMORANDUM

DATE: June 28, 2024

TO: Owosso City Council

FROM: Jessica Unangst, Director of HR & Administrative Services

RE: 30-day Agreement Termination Notice – Logicalis, Inc.

BACKGROUND:

The City of Owosso has contracted with Logicalis, Inc. for many, many years for information technology (IT) support services. This agreement covered a contractual employee to work two days per week for the city. First it was Jeff Kish and more recently it is now Todd Wyzynajtys.

RECOMMENDATION:

It is recommended that the City of Owosso terminate the staff augmentation contract with Logicalis, Inc., effective August 15, 2024. This decision aligns with our strategic objectives and budgetary needs. We plan to hire Todd on as a part-time city employee and he will be able to work more hours and additional days. This transition is part of our strategy to streamline operations.

This termination will save the city approximately \$30,000 annually. These funds contribute to our financial sustainability while enhancing service quality.

We acknowledge the contributions of Logicalis, Inc., but in light of evolving priorities and fiscal considerations, exploring alternative solutions for IT services is in the city's best interest.

Master Plan Goals: 3.2, 3.4, 3.8.

RESOLUTION NO.

**AUTHORIZING 30-DAY TERMINATION NOTICE
OF NETWORK ADMINISTRATOR STAFF AUGMENTATION AGREEMENT
WITH LOGICALIS, INC.**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, entered into an agreement with Logicalis, Inc. for Network Administrator Services; and

WHEREAS, the City of Owosso has determined that terminating the agreement with Logicalis, Inc. is advisable, necessary, and in the public interest; and

WHEREAS, the agreement requires a 30-day termination notice; and

WHEREAS, this termination will result in an estimated annual cost savings to the City of Owosso of approximately \$30,000, subject to potential future cost changes and inflation.

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

- FIRST: it has determined that terminating the agreement with Logicalis, Inc. for Network Administrator Staff Augmentation Services is advisable, necessary, and in the public interest, pursuant to the 30-day termination notice requirement.
- SECOND: the mayor is instructed and authorized to sign the document substantially in the form attached, Contract Termination Notice between the City of Owosso, Michigan and Logicalis, Inc., effective August 15, 2024.



July 15, 2024

Lisa Nowak
Logicalis Inc.
2600 S. Telegraph Rd.
Bloomfield Hills, MI 48302

RE: Termination of Agreement for Network Administrator Staff Augmentation

Dear Ms. Nowak,

I am writing to formally notify you of the City of Owosso's decision to terminate the agreement between the City of Owosso and Logicalis, Inc. for Network Administrator Staff Augmentation, effective August 15, 2024.

This decision was made by the City Council of the City of Owosso, Shiawassee County, Michigan, pursuant to their resolution on July 15, 2024, which determined that terminating the agreement with Logicalis, Inc. is advisable, necessary, and in the public interest. As per the terms of our agreement, this termination is subject to a 30-day notice period, and thus will come into effect on August 15, 2024.

The termination of agreement is motivated by the city's plan to transition from a contractual arrangement to hiring a part-time network administrator, thereby negating the need for the services provided by Logicalis, Inc.

We would like to express our appreciation for the services provided by Logicalis, Inc during the term of agreement. We believe this decision is the best interest of the City of Owosso and its residents.

Thank you for your attention to this matter.

Sincerely,

Robert J. Teich, Jr.
Mayor
City of Owosso

July 5, 2024

Michigan Municipal League Annual Meeting Notice

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

Dear Official:

The Michigan Municipal League Annual Convention will be held on Mackinac Island, September 11-13, 2024. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, September 11 in the Terrace at the Grand Hotel. The meeting will be held for the following purposes:

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

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

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

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 11, 2024.**

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

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than August 11, 2024.**

We love where you live.



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

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

1. Election of Trustees

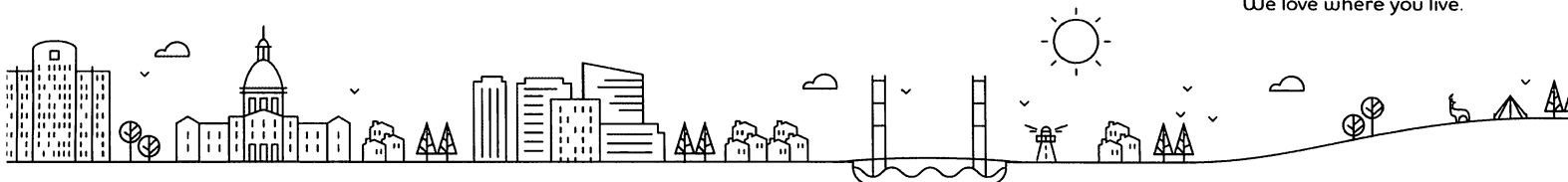
Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of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

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 11, 2024**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

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

We love where you live.




3. Posting of Proposed Resolutions and Core Legislative Principles

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

The Board of Trustees will meet on Tuesday, September 10, 2024, at the Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

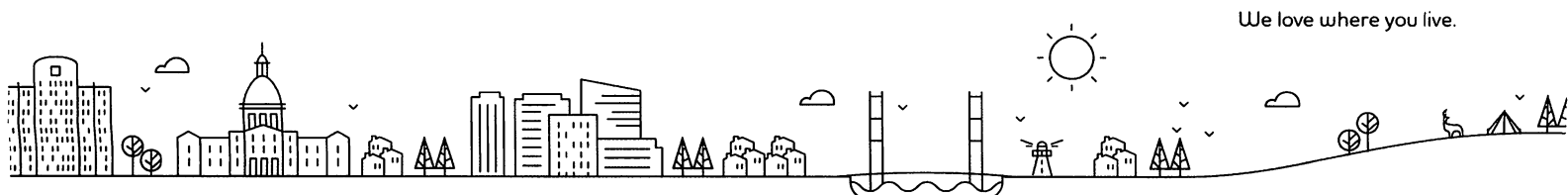
Sincerely,



Robert E. Clark
President
Mayor, City of Monroe



Daniel P. Gilmartin
Executive Director & CEO





MEMORANDUM

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

DATE: July 15, 2024
TO: Mayor Teich and the Owosso City Council
FROM: Kathy Fagan, Treasurer
SUBJECT: Changes to utility payment plans

RECOMMENDATION:

The Water Department asks that Council please review changes to utility account payment plans and, if acceptable, approve these changes.

BACKGROUND:

In accordance with the City of Owosso Utility Billing Rules and Regulations, payment extensions are allowed for water/sewer bills. Due to the recent increase in fees and charges, the Treasury Department would like to make some revisions to the payment plan guidelines.

Changes proposed:

Two (2) extensions may be granted every twelve (12) months.
Accounts cannot be in delinquent status at the time of the extension request.
20% down payment is required to set up a payment plan.
Treasury will work with the resident to set up terms that they can meet, with the total balance needing to be paid by the next bill date.
Irrigation accounts are not eligible.
If terms of a payment plan are not met, the customer is subject to shut off of services and will not be allowed to have another payment plan for two (2) years.

FISCAL IMPACTS:

The only fiscal impacts would be a loss of late fees being charged on payment plan accounts, as a payment plan exempts the resident from late fees and shut off fees if terms are met.

**AMENDMENT TO THE POLICY REGARDING UTILITY BILLING
EFFECTIVE IMMEDIATELY**

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

WHEREAS, the city of Owosso must have policies and service charges in addition to the basic rates pursuant to the *Code of Ordinances of the City of Owosso, Michigan*; and

WHEREAS, said policies and service charges require amendments from time to time.

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

FIRST: the city council hereby amends the following policy for the payment of water utility bills, which shall become effective immediately.

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

3.7 Payment Extensions

~~A customer and owner of the residence having the water billing account may request for a payment plan when water billing charges are higher than normal.~~

A residential customer ~~and owner of the residence~~ having the water billing account may request a payment plan ~~when charges are higher than normal quarterly consumption~~. The amounts and due dates will be determined by the City of Owosso Treasury staff. Any late or missed payments of the plan will void said plan, and make the entire bill due. **Service will then be subject to disconnection and customer will not be eligible for another payment plan for two (2) years.**

Pre-qualification

- Only ~~one (1)~~ **two (2)** courtesy extensions may be granted every 24-12 months.
- Accounts shall not be ~~on shutoff listing~~ **past due** at time of extension request.
- **20 percent of amount owing is required to set up a payment plan.**
- **Total amount owing must be paid before next bill date.**
- Commercial **and irrigation** accounts do not qualify, only single-occupancy residential.



2023 Water Quality Report

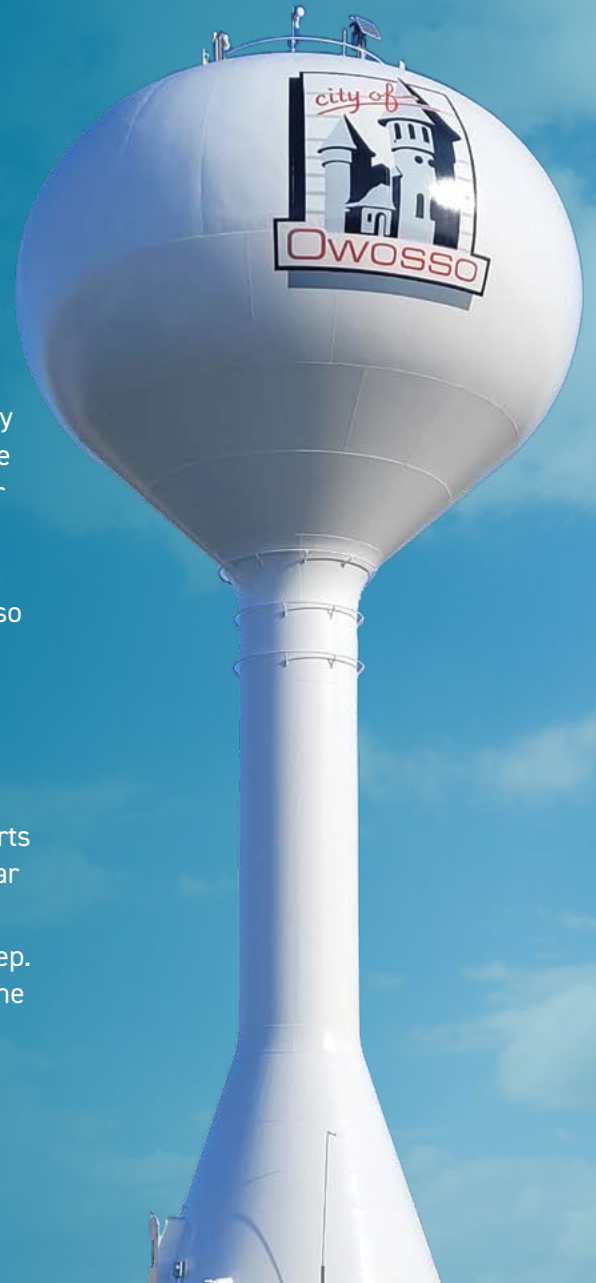
Water Supply Serial Number: 05120

Municipal tap water is the *life source* of every community.

Our dependable water supply contributes to public health, keeps citizens safe from waterborne illness, drives economic prosperity, and is vital for everyday life. The Owosso Water Filtration Plant treated over 592 million gallons of water to over 16,353 residents in the City of Owosso during 2023. This report covers the drinking water quality for City of Owosso Water Supply for the 2023 calendar year. This information is a snapshot of the quality of the water that we provided to you in 2023. Included are details about where your water comes from, what it contains, and how it compares to United States Environmental Protection Agency (USEPA) and state standards.

At Owosso's water filtration plant, water is tested continuously. Operators also conduct quality assurance and quality control processes to ensure accuracy. State Certified Operators in the water quality laboratory conduct hourly tests from the treatment process. In addition, weekly and monthly they test samples from water sites throughout the city. The staff works with Michigan Department of Environment, Great Lakes, and Energy (EGLE) to ensure water regulatory and safety guidelines are met. Owosso's team of water quality experts go to great lengths to deliver great-tasting tap water. It's a 24/7, 365-day-a-year responsibility that they take very seriously.

Your water comes from five active groundwater wells, each over 80 feet deep. In 2018, EGLE performed an assessment of our source water to determine the susceptibility or the relative potential of contamination. The susceptibility rating is on a seven-tiered scale from "very-low" to "very-high" based on geologic sensitivity, well construction, water chemistry, and contamination sources. The susceptibility of our well source is high to very high.



Projects & Maintenance

- Maintenance at the water plant is a continuous exercise. There are many parts and pieces of equipment that make up the different processes. All of the equipment has an expected useful life which we try to prolong with preventive maintenance. Our Asset Management Plan and Capital Improvement Plan guides us on when to repair/replace more expensive items and how to budget for them. In 2023, a warranty inspection was completed on the all the paint work in both Storage Tanks. The West Tower was in excellent condition, but the Standpipe was found to have defects in the new paint coating. Warranty repair work was scheduled for spring of 2024.



One of four New filter turbidity units

- The City of Owosso in 2021 started the process of replacing one of our wells near Hopkins Lake and developing another new well site on city property near Osburn Lakes. During 2022, the City obtained permits from EGLE to construct both well sites. The production capacity of both well sites are approved for a capacity of 1,800 gallons per minute. Construction planning and design was completed in 2022 along with plans for obtaining funding in 2023. In 2023 construction began on two well buildings with new well pumps and controls for these new well sites, along with raw water mains connecting the wells to the existing system. These wells are expected to be operational by the fall of 2024. These two wells will ensure water supply capacity and water quality for future generations in Owosso.

- Annual service to our clarifiers and lime silo continued in 2023. Worn out parts were replaced by staff.



Clarifier

- Another major investment in 2022 was the rehabilitation of both water storage tanks. This was a major accomplishment, as epoxy and steel supply chain shortages were occurring during this project. Routine inspections of both tanks are included in our future budget to maintain both of these tanks for the next 15 to 20 years. In 2023 during an ROV inspection of the standpipe tank, numerous defects in the interior paint were detected. This prompted the City to involve the engineering company responsible for the work to fix the defects that are covered under warranty. This warranty work is to be completed in 2024.

- A new 150 HP high service pump motor was installed to replace a faulty motor. The high service pumps are a vital component to the distribution system. These high service pumps are how water is transferred to the distribution system and into residents homes. The high service pumps have a total pumping capacity of 8 million gallons per day!



New vacuum pump system for WTP high-service pumps

- An additional installation was completed with the help of DPW and a local contractor. The installation was that of a new valve and connection to move the used lime residual further into the existing residual lagoons. This installation gives us the ability to extend the useful life of each lagoon and combat the problem of yearly removal.



Sludge discharge adapter installed by DPW at the WTP

- Another project completed at the plant was the installation of surge protection for our drive components operating our filter backwash motors. The new surge protection will ensure longevity of these costly drive components for

years to come. Backwash pumps clean the filters at the plant by establishing a reverse flow that cleans the filter media and returns the filter to optimal operation.

- During 2023, the City was required to complete another Lead and Copper Rule sampling period. We would like to thank everyone involved in collecting samples, filling out paperwork, and returning everything in a timely manner. You helped make this regulatory requirement easier to accomplish. In 2023, even though our 90th percentile value was below the lead action level, there was one individual sample location that was above the action level. The City is glad to report that at locations where elevated lead and copper results are obtained, that service line became a priority to ensure all piping going into the residence has safe compliant materials.

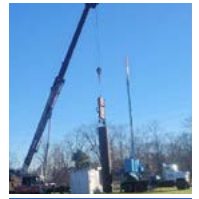


One of two surge protection installations to protect WTP backwash VFD's

Water Treatment Plant Projects

During 2023, as part of a State Drinking Water Revolving Fund (DWRF) loan project, the City completed the following engineering plans and evaluations.

- WTP filter improvements project plan to update and repair our filtration units at the plant.
- WTP control system upgrade contracts and pre-construction meeting.
- Palmer 3A and Juniper well building construction contracts and pre-construction meeting.



Communication tower base being installed at the WTP

The following projects were completed in 2023 and funded by the Water Fund.

- Fishbeck Engineering completed a Water Reliability Study
- Fishbeck Engineering completed a General Plan Update
- Fishbeck Engineering completed a WTP Performance and Membrane Softening Evaluation
- The 2018 Asset Management Program was updated in 2023 by OHM Engineering as part of a State Drinking Water Asset Management Grant (DWAM) that targets the distribution and water service lines.

Distribution Projects

The 2018 Asset Management Program was updated in 2023 by OHM Engineering as part of a State Drinking Water Asset Management Grant (DWAM) that targets the distribution and water service lines.

In 2023, the following water mains were replaced:

- North St from Shiawassee St (M-52) to Hickory St
- Clyde St from Walnut St to Shiawassee St (M-52)
- Huron St from Huggins St to the east end
- Lee St from Clark Ave to Ada St
- Lynn St from Howell St to west end
- Milwaukee St from Lyon St to Cedar St



Inside and outside of new well building to be completed in 2024

In 2023, there were 360 lead service line replacements.

Distribution System

The City of Owosso has over 113 miles of water mains, including raw and potable distribution piping ranging in size from 1.5" to 24". The majority of water distribution system mains are 50 to 65 years old, with some mains 80 to 100 years old. There are over 2,388 water system valves throughout the system and over 799 fire hydrants. Owosso serves over 6,478 residential households and commercial customers with meter sizes ranging from 3/4" to 8". Also, the distribution system includes 2 water storage facilities.



Lead service line being replaced at a residence



Large service being installed downtown

Fishbeck Engineering completed a Water Treatment Plant Performance Evaluation and gave a Special Presentation at a Special Counsel Session held on October 30th, 2023.

Current Evaluation and Condition Assessment

The WTP building dates back to the 1930s. It was put into operation in the early 1940s with a treatment equipment update in 2004. Many of the components now require frequent replacement and repair. Our annual chemical costs have increased from \$107,000 annually in 2005 to \$250,000 annually as of 2023. An average of 70% of that cost is the lime product used. The cost of disposal of the used lime product is as much as the total chemical cost annually. The current plant design makes it impossible to support high-use customers, which has made corporations pick different locations to do their business. The jobs that could have been provided to the community went elsewhere. The current treatment design also makes it impossible to treat new contaminants when it may be required. Fishbeck Engineering completed a recent Study on the reliability of existing WTP equipment and costs to maintain that equipment for the next 20 years. The study focus was in depth including plant operations efficiency, equipment reliability, and upgrades to existing equipment in order to keep the plant producing water. They concluded that a cost of \$54,885,000 in capital improvements would be needed to keep the plant operational at today's costs over the next 20 years.

New Membrane Softening Plant Recommendation

An alternative to maintaining the current plant was to build a new facility utilizing membrane filtration. The construction of a new plant would address the problem of escalating maintenance and repair costs by providing a newly constructed facility. Membrane plants can operate with the same production volume at a tenth of the building size, saving on costs and staffing. The more efficient plant would address the rising chemical costs by using less chemical, with no further need to purchase lime or dispose of used lime. Membrane softening plants are expandable and can offer potential high-volume users the water that they need to support their business. This means a plant could be built to existing capacity and expanded when future demands are needed. Membranes offer a broader range of treatment to address any new contaminants that may require treatment. The cost of a new plant is estimated to be \$69,000,000. A new plant would take two years to engineer and two to three years to build, and would utilize high-pressure filtration followed by membrane filtration. The new plant would lower capital improvement cost once the plant was constructed. This study was presented to the city council. The general consensus was that building a new plant would make more sense than spending \$54,885,000 to keep the existing plant operating over the next 20 years. At the end of 20 years, there would be additional large expenses to keep the existing plant in operation.

Applications for Federal Appropriations have been submitted for the construction of a membrane plant. Replacement of the reservoir, related facilities, and two additional smaller projects needed to maintain our water supply system were also included in the appropriations submittal.

Contaminants in the Water

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (800-426-4791).

Contaminants that may be in source water:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources, such as agriculture and residential uses.
- Radioactive contaminants, which can be naturally occurring or the result of oil and gas production and mining activities.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- To ensure that tap water is safe to drink, the USEPA prescribes regulations that limit the levels of certain contaminants in water provided by public water systems. Federal Food and Drug Administration regulations establish limits for contaminants in bottled water, which provide the same protection for public health.

Water Supply

In 2023, certified labs tested our water for general chemistry, Lead and Copper, Nitrate, PFAS, Gross Alpha (Rad), and Total Trihalomethanes - Haloacetic Acids. Our ground water sources were also tested for general chemistry, Arsenic, Complete Minerals and Metals, and VOC's. We continue to protect our sources by using an updated Wellhead Protection Program (WHPP) to ensure safe drinking water to the public and protect the drinking water from potential sources of contamination by following the WHPP program guidelines set forth by EGLE.

Vulnerability of Sub-Populations

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/Center for Disease Control guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Sources of Drinking Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. Our water comes from wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Information about Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Owosso Water Supply is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you have a lead service line, it is recommended that you run your water for at least 5 minutes to flush water from both your home plumbing and the lead service line. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Infants and children who drink water containing lead could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure.

Our water supply has 328 lead service lines and 3,915 service lines of unknown material out of a total of 6,478 service lines.

Water Quality Data

The table below lists all the drinking water contaminants that we detected during the 2023 calendar year. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done January 1 through December 31, 2023. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All the data is representative of the water quality, but some are more than one year old.

Regulated Contaminant	MCL	MCLG	Level Detected	Range	Year Sampled	Violation (Yes/No)	Typical Source of Contaminant
Barium (ppm)	2	2	0.14	0.07-0.14	08/2023	No	Discharge from oil drilling wastes and from metal refineries; erosion of natural deposits
Ethylbenzene (ppm)	0.7	N/A	0.0006	N/A	8/2023	No	Compounds used for industrial and manufacturing purposes
Fluoride (ppm)	4	4	0.55	0.38-0.55	07/2023	No	Erosion of natural deposits. Discharge from fertilizer and aluminum factories. *Water additive which promotes strong teeth.
HAA5 Haloacetic Acids (ppb)	60	N/A	5	1-5	08/2023	No	Byproduct of drinking water disinfection.
M&p-Xylene (ppm)	10	N/A	0.0027	0.0006-0.0026	8/2023	No	Compounds used for industrial and manufacturing purposes
TTHM - Total Trihalomethanes(ppb)	80	N/A	62	21-62	08/2023	No	Byproduct of drinking water disinfection.
Chlorine* (ppm)	MRDL 4	MRDLG 4	1.07	0.55-1.07	2023	No	Water additive used to control microbes.
Bromodichloromethane (ppm)	0.080	N/A	0.018	0.0064-0.018	08/2023	No	Byproduct of drinking water disinfection.
Bromoform (ppm)	0.080	N/A	0.0063	0.0023-0.0063	08/2023	No	Byproduct of drinking water disinfection.
Chlorodibromomethane (ppm)	0.080	N/A	0.015	0.011 - 0.015	08/2023	No	Byproduct of drinking water disinfection.
Chloroform (ppm)	0.080	N/A	0.0083	0.0042-0.031	08/2023	No	Byproduct of drinking water disinfection.
o-Xylene (ppm)	10	N/A	0.0026	N/A	8/2023	No	Compounds used for industrial and manufacturing purposes
Styrene (ppm)	0.1	N/A	0.0008	N/A	8/2023	No	Compounds used for industrial and manufacturing purposes

*Chlorine was calculated using the running annual average.

Microbiological Contaminant	MCL	MCLG	Level Detected	Range	Year Sampled	Violation (Yes/No)	Typical Source of Contaminant
Total Coliform (total number or % of positive samples/month)	TT	N/A	N/A	N/A	2023	No	Naturally present in the environment
E. coli in the distribution system (positive samples)	See E. coli note *	0	0	N/A	2023	No	Human and animal fecal waste
Fecal Indicator – E. coli at the source (positive samples)	TT	N/A	0	N/A	2023	No	Human and animal fecal waste

* E. coli MCL violation occurs if: (1) routine and repeat samples are total coliform-positive and either is E. coli-positive, or (2) the supply fails to take all required repeat samples following E. coli-positive routine sample, or (3) the supply fails to analyze total coliform-positive repeat sample for E. coli.

Inorganic Contaminant Subject to ALs	AL	MCLG	Your Water*	Range of Results	Year Sampled	Number of Samples Above AL	Typical Source of Contaminant
Lead (ppb)	15	0	6 ppb	0 ppb - 65 ppb	2023	1	Lead service lines, corrosion of household plumbing including fitting and fixtures; Erosion of natural deposits.
Copper (ppm)	1.3	1.3	0.1 ppm	0 ppm - 0.1 ppm	2023	0	Corrosion of household plumbing systems; Erosion of natural deposits.

*Ninety (90) percent of the samples collected were at or below the level reported for our water.

TERMS & ABBREVIATIONS

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Level 1 Assessment: A study of the water supply to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

N/A: Not applicable

ND: not detectable at testing limit

ppb: parts per billion or micrograms per liter

ppm: parts per million or milligrams per liter

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Additional Monitoring

Unregulated contaminants are those for which the USEPA has not established drinking water standards. Monitoring helps the USEPA determine where certain contaminants occur and whether regulation of those contaminants is needed.

Unregulated Contaminant Name	Average Level Detected	Range	Year Sampled	Comments
Sodium (ppm)	43.2	35-47	6/2023	Typical source is erosion of natural deposits.
Chloride (ppm)	89	86-94	6/2023	Naturally occurring or indicative of road salt contamination.
Sulfate (ppm)	126.4	115-136	6/2023	Naturally occurring.
Magnesium (ppm)	20.75	11-29	6/2023	Naturally occurring.
Hardness of CaCO3 (ppm)	179.8	160-194	6/2023	Naturally occurring.
Calcium (ppm)	37.5	30-46	6/2023	Naturally occurring.

Unregulated Contaminant Name	Average Level Detected	Year Sampled	Comments
Germanium (ug/L)	<0.300	1/21/2020	Metal.
Manganese (ug/L)	<0.400	1/21/2020	Metal.
BHA (ug/L)	<0.0300	1/21/2020	Semi-Volatile Organic Compounds
o- Toluidine (ug/L)	<0.0070	1/21/2020	Semi-Volatile Organic Compounds
Quinoline (ug/L)	<0.0200	1/21/2020	Semi-Volatile Organic Compounds
HAA6Br (six brominated haloacetic acids) (ug/L)	11.000	1/07/2020	Disinfection Byproducts
HAA9 (nine haloacetic acids) (ug/L)	18.300	1/07/2020	Disinfection Byproducts
alpha-BHC (alpha-Hexachlorocyclohexane) (ug/L)	<0.010	1/07/2020	Pesticide
Chlorpyrifis (ug/L)	<0.030	1/07/2020	Pesticide
Dimethipin (ug/L)	<0.200	1/07/2020	Pesticide
Ethoprop (ug/L)	<0.030	1/07/2020	Pesticide
Oxyfluorfen (ug/L)	<0.050	1/07/2020	Pesticide
Profenofos (ug/L)	<0.300	1/07/2020	Pesticide
Tebuconazole (ug/L)	<0.200	1/07/2020	Pesticide
Permethrin (ug/L)	<0.040	1/07/2020	Pesticide
Tribufos (ug/L)	<0.070	1/07/2020	Pesticide
1-Butanol (ug/L)	<2.000	1/07/2020	Alcohol
2-Methoxyethanol (ug/L)	<0.400	1/07/2020	Alcohol
2-Propen-1-ol (ug/L)	<0.500	1/07/2020	Alcohol

Unregulated Contaminant	Average Level Detected	Range	Year	Comments
Lithium (ppb)	14.5	11.6-17.4	5/2023-11/2023	Compounds used for industrial and manufacturing purposes
Methyl Isobutyl Ketone (ppm)	0.0050	N/A	8/2023	Compounds used for industrial and manufacturing purposes

We will update this report annually and will keep customers informed of any problems that may occur throughout the year, as required. Copies are available at City Hall. We invite public participation in decisions that affect drinking water quality. Public comment may be provided at City Hall during regularly scheduled City council meetings held at 7:30 p.m., on the first and third Mondays of each month.

For more information about your water or the contents of this report, contact the Water Plant Superintendent, David Haut at 989-725-0560, or email: david.haut@ci.owosso.mi.us. Further, the City web site at <http://www.ci.owosso.mi.us/Utilities> is available for inquiries and comment. Finally, the Director of Public Services and Utilities is available for information and inquiries at 989-725-0555, or email at ryan.suchanek@ci.owosso.mi.us. For more information about safe drinking water, visit the U.S. EPA at <http://www.epa.gov/safewater/>.

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Monitoring Requirements Not Met for the City of Owosso

The city of Owosso is required to monitor your drinking water for specific contaminants on a regular basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. During the monitoring period of August 1, 2023, to August 31, 2023, we did not complete monitoring for total trihalomethanes (TTHM) and haloacetic acids five (HAA5) and therefore, cannot be sure of the quality of your drinking water during that time. The violation **does not** pose a threat to the quality of the supply's water.

What should I do? There is nothing you need to do at this time. This is not an emergency. You do not need to boil water or use an alternative source of water at this time. Even though this is not an emergency, as our customers, you have a right to know what happened and what we are doing to correct the situation.

The table below lists the contaminants we did not properly test for, how often we are supposed to sample for these contaminants, how many samples we are supposed to take, how many samples we took, when samples should have been taken, and the date follow-up samples will be collected.

Contaminants	Required sampling frequency	Number of samples taken	Date sample should have been collected	Date sample will be collected by
TTHM ¹ and HAA5 ²	2 Every Year	0	August 1, 2023 to August 31, 2023	August 1, 2024 – August 31, 2024

What happened? What is being done? We collected our TTHM and HAA5 samples on June 27, 2023, however they were not taken during the August 1, 2023, and August 31, 2023, monitoring period so they were not accepted for compliance. We will collect the required follow-up sample between August 1, 2024, and August 31, 2024. Our staff is making every effort to assure this does not happen again.

For more information, please contact **David Haut** at **989-725-0560**.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

More information about your drinking water is available from the U.S. Environmental Protection Agency Office of Water home page at: <http://www.epa.gov/safewater/dwinfo.htm>. This notice is being sent to you by the City of Owosso.

¹ TTHMs are tested by collecting one sample and testing that sample for all the TTHMs. TTHMs include bromodichloromethane, bromoform, chlorodibromomethane, and chloroform.

² HAA5s are tested by collecting one sample and testing that sample for all the HAA5s. HAA5s include monochloroacetic acid, dichloroacetic acid, trichloroacetic acid, monobromoacetic acid, and dibromoacetic acid.

CERTIFICATION:

WSSN: 05120

I certify that this water supply has fully complied with the public notification regulations in the Michigan Safe Drinking Water Act, 1976 PA 399, as amended, and the administrative rules.

Signature: 

Title: Filtration Plant Supervisor Date Distributed: 07/01/2024

**PARKS AND RECREATION COMMISSION
REGULAR MEETING**

Draft Minutes of Wednesday, June 26, 2024
7:00 p.m. at Owosso City Hall

CALL TO ORDER: Commissioner Workman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE: Was recited

ROLL CALL: Was taken by Amy Fuller

MEMBERS PRESENT: Chairman Workman, Vice Chair Selbig, Commissioners Maginity, Mahoney, Rodman, and Smith.

MEMBERS ABSENT: Commissioner Bila

APPROVAL OF AGENDA: COMMISSIONER MAGINITY MADE A MOTION TO APPROVE THE AGENDA FOR JUNE 26, 2024. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.

APPROVAL OF MINUTES: COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE MINUTES FOR MAY 22, 2024 WITHOUT CHANGES. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.

PUBLIC COMMENTS:

None

OLD BUSINESS REPORT:

Amy Fuller shared that the water project at the community gardens and the dog park has been completed. She also shared that the city budget has been approved and that the following projects will be able to move forward: new playground at Grand Ave. Park, new disc golf pads, new gravel for Harmon Patridge Trail, the Bentley Park pavilion will be painted, bollards will be added to Rosevear Park to prevent vehicles from driving back there, and sidewalk will be added at the pickleball courts.

ITEM OF BUSINESS:

Grand Avenue Park: The Commission reviewed playground equipment and public feedback for park improvements. They asked Amy Fuller to get quotes for a picnic table, grill, bench, trash can, play structure, swing set (4 swings), and small spinning play accessory.

Amphitheater Mural: Amy Fuller shared that Andrew Reider is able to begin work on the mural July 15. Commissioner Rodman made a motion to approve the mural design as presented. Motion supported by Commissioner Mahoney. Passed by voice vote.

Officers: Commission Smith nominated Andrew Workman as Chair and Jeff Selbig as Vice-Chair. Commisison er Rodman made a motion to approve the nomiatiions. Motion supported by Commissioner Maginity. Passed by voice vote.

Pickleball Tournament: Commissioner Maginity discussed the plans for the 2nd annual BJ Bannan Pickleball Tournament at Bentley Park. Commissioner Smith made a motion to host the tournament again. Motion supported by Commissioner Selbig. Passed by voice vote.

Millage: Commissioners discussed how they were going to inform the public about the August 2024 millage request.

Next Meeting: July 24, 2024, at 7:00 PM at Grand Avenue Park

PUBLIC/COMMISSIONERS COMMENTS:

Commissioner Maginity wished past Commissioner Don Horton a happy birthday.

ADJOURNMENT: COMMISSIONER SELBIG MADE A MOTION TO ADJOURN AT 7:59 P.M. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.

Respectfully submitted by:
Amy Fuller, Assistant City Manager

**MINUTES
OWOSSO BROWNFIELD REDEVELOPMENT AUTHORITY
MEETING OF JUNE 27, 2024**

Meeting was called to order at 8:00 a.m. by Chairperson Susan Osika.

Roll Call.

Members Present: Vice Chairperson Janae Fear, Members Gregory Brodeur, Michael Dowler, Dallas Lintner, and Chairperson Susan Osika.

Members Absent: Authority Member Randy Woodworth.

AGENDA:

It was moved by Authority Member Fear and supported by Authority Member Brodeur to approve the agenda for June 27, 2024 as presented.

Yeas all. Motion passed.

MINUTES:

It was moved by Authority Member Brodeur and supported by Authority Member Fear to approve the minutes of the March 6, 2024 meeting as presented.

Yeas all. Motion passed.

COMMUNICATIONS:

None.

PUBLIC COMMENTS:

None.

PUBLIC HEARING:

None.

ITEMS OF BUSINESS

Consider Consent and Clarification Agreement – Qdoba BRA District #16

City Manager Nathan R. Henne noted that Qdoba had been advised of this meeting and he had spoken to them several times since the last meeting. Unfortunately, he is unsure what their plans are at this point. They had inquired about a payoff amount for the loan and if they would be eligible to receive part of the tax capture if they are no longer the owners of the property. No check has been received and they are not present today to answer any questions.

Authority Member Dowler indicated that the property has been sold since the time of the BRA meeting.

In light of that fact, City Manager Henne said the question before the Authority was now moot as they no longer owned the property and were no longer eligible to receive tax capture payments.

Motion by Authority Member Fear to deny the Consent and Clarification Agreement presented by Southwind Restaurants, LLC.

Motion supported by Authority Member Brodeur.

Roll Call Vote.

AYES: Vice Chairperson Fear, Authority Members Brodeur, Dowler, Lintner, and Chairperson Osika.

NAYS: None.

ABSENT: Authority Member Woodworth.

Motion passes.

Approve Developer Reimbursements and Balances

Motion by Authority Member Fear to approve the following resolution approving developer reimbursements and balances for the 2023-2024 fiscal year:

RESOLUTION NO. 2024-02-BRA

**A RESOLUTION OF THE OWOSSO BROWNFIELD REDEVELOPMENT AUTHORITY
TO APPROVE DEVELOPER REIMBURSEMENT BALANCES AND PAYMENTS FOR
THE FISCAL YEAR ENDING JUNE 30, 2024**

WHEREAS, the Owosso Brownfield Redevelopment Authority (OBRA) has undertaken multiple redevelopment projects within the City of Owosso under various approved agreements; and

WHEREAS, the Finance Department has reviewed and calculated the developer reimbursement balances and payments for the fiscal year ending June 30, 2024; and

WHEREAS, the details of these calculations are provided for confirmation and approval by the OBRA.

NOW, THEREFORE, BE IT RESOLVED by the Owosso Brownfield Redevelopment Authority that developer reimbursements and balances for FY 2023-2024 be approved as follows:

1. **OBRA 12 - Woodward Loft**
 - o Developer Payment: \$133,141.75
 - o Due to Developer Balance: \$1,181,425.82
2. **OBRA 22 - 123 N Washington**
 - o Developer Payment: \$0.00
 - o Due to Developer Balance: \$402,995.00
3. **OBRA 23 - Shiawassee County Land Bank**
 - o Advance from Sewer Fund: \$51,351.00 (actual amount will be booked as of June 30, 2024, once invoices are received)
4. **OBRA 13 - Wesener Building**
 - o Developer Payment: \$0.00
 - o Due to Developer Balance: \$276,010.00
5. **OBRA 15 - Armory Building**
 - o Developer Payment: \$42,710.18

- Due to Developer Balance: \$144,905.64
- DDA Payment: \$32,058.83

6. OBRA 17 - Cargill

- Advancement Payment: \$167,998.20 (Principal & Interest)
- General Fund Advance Balance: \$1,225,077.54

7. OBRA 9 - Robbins Loft

- No Due to Developer booked because no receipts have been received.

8. OBRA 16 - Qdoba

- EGLE Loan Payment: \$28,171.00 (Principal & Interest)
- EGLE Loan Balance: \$185,878.31

9. OBRA 20 - J & H Oil

- Developer Payment: \$49,978.00
- Due to Developer Balance: \$291,009.53

10. OBRA 3 - Tial

- Advancement Payment: \$19,391.28 (Principal)
- RLF Advance Balance: \$38,772.85

Motion supported by Authority Member Lintner.

Roll Call Vote.

AYES: Vice Chairperson Fear, Authority Members Brodeur, Dowler, Lintner, and Chairperson Osika.

NAYS: None.

ABSENT: Authority Member Woodworth.

Motion passes.

Approve Armory Brownfield Reimbursement Benefit Transfer

City Manager Henne noted that the Armory has been sold and the new owners are requesting transfer of the reimbursement benefits from the seller as specified in the sales agreement.

Motion by Authority Member Brodeur authorizing the transfer of all brownfield tax incentives and reimbursements associated with the property at 215 N. Water Street from Owosso Armory, LLC to The Armory Owosso, LLC, contingent upon specific conditions being met:

RESOLUTION NO. 2024-03-BRA

TO AUTHORIZE TRANSFER OF BROWNFIELD TAX INCENTIVES AND REIMBURSEMENTS FROM OWOSSO ARMORY, LLC TO THE ARMORY OWOSSO, LLC FOR BRA #15: ARMORY

WHEREAS, the City of Owosso has established a Brownfield Redevelopment Authority (the "Authority") to oversee and guide the redevelopment of brownfield sites within the city; and

WHEREAS, the Authority has implemented a tax increment financing (TIF) plan to capture tax increments generated from the increased property values resulting from redevelopment projects; and

WHEREAS, Owosso Armory, LLC, the current owners of the property located at 215 N. Water Street (the "Property"), have requested the transfer of brownfield tax incentives and reimbursements to The Armory Owosso, LLC, the buyer; and

WHEREAS, the transfer of these incentives and reimbursements is consistent with the goals of the Authority to encourage redevelopment and investment in brownfield sites; and

WHEREAS, The Armory Owosso, LLC has agreed to assume all responsibilities and obligations under the existing brownfield plan and reimbursement agreement originally held by Owosso Armory, LLC;

NOW, THEREFORE, BE IT RESOLVED by the Owosso Brownfield Redevelopment Authority that the Authority hereby authorizes the transfer of all brownfield tax incentives and reimbursements associated with the Property from Owosso Armory, LLC to The Armory Owosso, LLC, contingent upon the following conditions:

1. The Armory Owosso, LLC must agree to comply with all terms and conditions of the existing brownfield plan and reimbursement agreement.
2. The Armory Owosso, LLC must provide a written agreement to assume all responsibilities and obligations under the existing brownfield plan and reimbursement agreement.
3. The transfer must be approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) – if required.

BE IT FURTHER RESOLVED that the Chair of the Owosso Brownfield Redevelopment Authority is authorized to execute any and all documents necessary to effectuate the transfer of the brownfield tax incentives and reimbursements to The Armory Owosso, LLC.

Motion supported by Authority Member Fear.

AYES: Vice Chairperson Fear, Authority Members Brodeur, Dowler, Lintner, and Chairperson Osika.

NAYS: None.

ABSENT: Authority Member Woodworth.

Motion passes.

Approve BRA Meeting Schedule

Motion by Authority Member Brodeur, support by Vice Chairperson Fear, to approve the following resolution establishing a meeting schedule:

RESOLUTION NO. 2024-04-BRA

**TO ESTABLISH MEETING SCHEDULE FOR
THE OWOSSO BROWNFIELD AUTHORITY**

WHEREAS, the Owosso Brownfield Redevelopment Authority recognizes the need for regular meetings to effectively oversee and guide redevelopment projects; and

WHEREAS, quarterly meetings will provide timely opportunities for review and decision making; and

WHEREAS, establishing a regular schedule for meetings will facilitate planning and attendance for all members;

NOW, THEREFORE, BE IT RESOLVED by the Owosso Brownfield Redevelopment Authority that the Authority shall hold quarterly meetings on the second Thursday of the month at Owosso City Hall in Council Chambers. The meeting dates shall be as follows:

- October 10, 2024
- January 9, 2025
- April 10, 2025
- June 12, 2025
- October 9, 2025

Yeas 6, nays 0. Motion passed.

PUBLIC COMMENT:

None.

BOARD COMMENT:

None.

ADJOURNMENT:

Motion by Vice Chairperson Fear to adjourn the meeting at 8:16 a.m., supported by Authority Member Brodeur.

Yeas 6, nays 0. Motion passed.

Susan J. Osika, Chairwoman

**REGULAR MEETING MINUTES OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/OWOSSO MAIN STREET
CITY OF OWOSSO**

July 10, 2024, AT 7:30 A.M.

CALL TO ORDER: The meeting was called to order by Chair Bill Gilbert at 7:34 A.M.

ROLL CALL: Taken by Chair Bill Gilbert

PRESENT: Chair Bill Gilbert, Vice-Chair Lance Omer and Commissioners Emily Olson, Dakota Woodworth, Jill Davis and Robert J. Teich, Jr. Commissioner Daylen Howard arrived at 7:45 A.M.

ABSENT: Commissioners Allié McGuire and Josh Ardelean

STAFF PRESENT: Lizzie Fredrick, DDA/OMS Director

AGENDA:

MOVED BY OLSON, SUPPORTED BY OMER TO APPROVE THE JULY 10, 2024 OWOSSO MAIN STREET AND DOWNTOWN DEVELOPMENT AUTHORITY AGENDA AS PRESENTED.

**AYES: ALL
MOTION CARRIED**

MINUTES:

MOVED BY TEICH, SUPPORTED BY GILBERT TO APPROVE THE JUNE 5, 2024 OWOSSO MAIN STREET AND DOWNTOWN DEVELOPMENT AUTHORITY ANNUAL MEETING MINUTES.

**AYE: ALL
MOTION CARRIED**

PUBLIC COMMENTS: None

REPORTS: Fredrick presented the financial reports and answered questions.

ITEMS OF BUSINESS:

1. **2024 Main Street Self-Assessment:** Fredrick presented the self-assessment tool, completed 2023 scorecard and blank 2024 scorecard.

Board discussed completing the assessment as a group in the August Board Meeting and planning for an hour and a half meeting to avoid needing a Special Meeting to meet the August 30th deadline.

Fredrick asked the Board to complete the self-assessment on their own to the best of their ability before the August 7th meeting in preparation for the group scoring.

COMMITTEE UPDATES:

1. **Organization:** Gilbert highlighted the Committee's progress on the Volunteer Appreciation Event and Annual Sponsorship Guide.
2. **Promotion:** Fredrick confirmed that a digital downtown event submission form has been created for the OMS website event calendar and that the four event tiers have been finalized providing set policies, timelines and expectations for volunteers and staff for each level.

Fredrick shared that the Committee is considering scheduling the 2025 Chocolate Walk on April 26th and that she met with the Lebowsky Center to discuss them taking over or collaborating on the New Year's Eve event.

Fredrick reminded the Board that they set July 31st as the deadline to solidify a NYE chair and event committee for the event to occur in 2024.

3. **Design:** Fredrick reviewed the progress of the Exchange Street Pocket Park updates, the Red Piano Project and the Lebowsky Sculpture Project.
4. **Economic Vitality:** Omer and Howard provided updates on the progress of the Revolving Loan & Grant Program revisions.

Fredrick confirmed that the Michigan Economic Development Corporation selected Oak & Ivory as one of 31 2024 Match on Main grant recipients out of 113 applicants.

DIRECTOR UPDATES: None.

BOARD COMMENTS: Gilbert noted the importance of consistent attendance at Committee meetings and that the goal is to keep the Board and Committee meetings to one hour.

ADJOURNMENT:

**MOVED BY OLSON, SUPPORTED BY HOWARD TO ADJOURN AT 8:41 A.M.
AYES: ALL
MOTION CARRIED**

NEXT MEETING August 7, 2024.