

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF AUGUST 18, 2025
6:30 P.M.
VIRGINIA TEICH CITY COUNCIL CHAMBERS**

PRESIDING OFFICER: MAYOR ROBERT J. TEICH, JR.

OPENING PRAYER: PASTOR BILL MOULL
OWOSSO FREE METHODIST CHURCH

PLEDGE OF ALLEGIANCE: ROBERT J. TEICH, III

PRESENT: Mayor Robert J. Teich, Jr., Mayor Pro-Tem Jerome C. Haber,
Councilmembers Janae L. Fear, Carl C. Ludington, Emily S.
Olson, Rachel M. Osmer, and Christopher D. Owens.

ABSENT: None.

APPROVE AGENDA

Motion by Mayor Pro-Tem Haber to approve the agenda with the following addition:

CONSENT AGENDA

13. Set Public Hearing – Boundary Adjustment. Set a public hearing for Tuesday, September 2, 2015 at 6:30 p.m. to receive citizen comment regarding the proposal to adjust the boundary with Owosso Charter Township along Palmer Avenue to allow the City to receive Act 51 monies for said street.

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

APPROVAL OF THE MINUTES OF REGULAR MEETING OF AUGUST 4, 2025

Motion by Councilmember Olson to approve the Minutes of the Regular Meeting of August 4, 2025 as presented.

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

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS

None.

COUNCIL COMMENTS

Mayor Teich invited everyone to attend Owosso Vintage Motorcycle Days going on August 22-23, 2025.

Councilmember Olson reminded everyone that this is back to school week and asked that everyone watch out for kids on their way to school.

CONSENT AGENDA

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

Set Public Hearing – CDBG Grant Acceptance. Set a public hearing for Tuesday, September 2, 2025 to receive citizen comment regarding the proposal to accept CDBG grant funding for interior and exterior improvements on ten qualified residential homes.

Master Plan Implementation Goals: 1.1, 1.9, 1.13, 6.6

Traffic Control Order Request – American Legion Bike Night. Approve request from American Legion Riders Post 57 for the closure of Park Street, between Mason and Williams, for their Bike Night event on Saturday, August 23, 2025 from noon – 11:00pm, and further approve Traffic Control Order No. 1542 formalizing the action.

Traffic Control Order Request – Art Walk. Waive insurance requirement, approve request from John Hankerd for the closure of Main Street Plaza (Lot #13) for the Art Walk event on Friday, September 19, 2025 from 2:00pm – 9:00pm, and further approve Traffic Control Order No. 1543 formalizing the action.

Contract Amendment – COSSAP Grant Subcontract. Approve revision of the Agreement Amount for the COSSAP Grant subcontract agreement with Shiawassee Health and Wellness as follows:

RESOLUTION NO. 107-2025

APPROVE GRANT CONTRACT AMENDMENT BETWEEN THE CITY OF OWOSSO AND SHIAWASSEE HEALTH AND WELLNESS

WHEREAS, in May of 2021, the City of Owosso partnered with the Michigan State Police and Shiawassee Health and Wellness in applying for a COSSAP grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; and

WHEREAS, In October 2022, Owosso City Council approved the acceptance of the COSSAP grant; and

WHEREAS, the first amendment to the grant contract amended the grant amount to money already spent and extended the grant through September 30, 2025;

WHEREAS, a second amendment to the grant contract is necessary to fully account for all monies spent on grant programs.

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

- FIRST: the amended subcontract between the City of Owosso and Shiawassee Health and Wellness is approved as presented.
- SECOND: the City will maintain satisfactory financial accounts, documents, and records and make them available to the Department for auditing at reasonable times.
- THIRD: the City will comply with any and all terms of said agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Master Plan Implementation Goals: 3.1

Bid Rejection – Washington Park Utility Extension Project. Reject the bid received from Crawford Contracting, Inc. for the Washington Park Utility Extension Project due to a lack of appropriate funding as follows:

RESOLUTION NO. 108-2025

AUTHORIZING THE REJECTION OF BID PROPOSAL FOR THE WASHINGTON PARK UTILITY EXTENSION PROJECT

WHEREAS, the city of Owosso, Shiawassee County, Michigan, sought bid proposals to perform street improvements along Wesley Drive, install sanitary sewer and water main along Wesley Drive, and install water main along N. Washington Street as set forth in the contract documents for the Washington Park Utility Extension Project; and

WHEREAS, one bid proposal was received from Crawford Contracting; and

WHEREAS, the city submitted an application for Community Development Block Grant (CDBG) funds to perform said improvements through the MI State Housing Development Authority (MSHDA); and

WHEREAS, due to constraints from the developer of the Washington Park Project, CDBG funds were determined not to be a viable funding source for the project; and

WHEREAS, it is recommended the bid proposal be rejected due to lack of funding to complete the project.

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 reject the Washington Park Utility Extension Project bid proposal received from Crawford Contracting due to a lack of funding for the project.

Change Order - WWTP Secondary Clarifier Project. Approve Change Order No. 3 to the WWTP Secondary Clarifier Project contract with RCL Construction Co., Inc., increasing the contract by \$73,579.00 for a resized gate, installation of an additional gate, and painting of the pump room ceiling, and further approve payment to the contractor up to the amount of \$6,122,417.00 upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 109-2025

**AUTHORIZING CHANGE ORDER NO. 3
TO THE CONTRACT BETWEEN THE CITY OF OWOSSO AND
RCL CONSTRUCTION., INC.
FOR THE WWTP SECONDARY CLARIFIER PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a contract with RCL Construction Co., Inc., on July 15, 2024 for the construction and installation of the Secondary Clarifier equipment, known as the Wastewater Treatment Plant (WWTP) Secondary Clarifier Project, an approved 2024 SRF planned project; and

WHEREAS, the project is now underway and a change order is necessary to reconcile contract work and supplies to be used.

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 amend the Wastewater Treatment Plant (WWTP) Secondary Clarifier Project contract with RCL Construction Co., Inc. to increase the contract amount for a resized gate, installation of an additional gate, and painting of the pump room ceiling.
- SECOND: the Mayor and City Clerk are instructed and authorized to sign the document substantially in form attached as Change Order No. 3 in the amount of \$73,579.00; an increase to the Contract for Services between the City of Owosso and RCL Construction Co., Inc., revising the total current contract amount from \$6,048,838.00 to \$6,122,417.00.
- THIRD: the Accounts Payable department is authorized to pay RCL Construction Co., Inc. for work satisfactorily completed up to the revised contract amount of \$6,122,417.00.
- FOURTH: the above expenses shall be paid from the Wastewater Fund, and SRF Bond Funds

Master Plan Implementation Goals: 3.4, 3.7

Evergreen PO Request – Automatic Meter Reading System Maintenance. Approve an evergreen purchase order with Aclara Technologies LLC for maintenance services for the City's automatic meter reading system in the amount of \$21,228.00 for FY 2025-26, with an annual increase not to exceed 5% per the terms of the agreement as follows:

RESOLUTION NO. 110-2025

**APPROVAL OF EVERGREEN PURCHASE ORDER
WITH ACLARA OF ST. LOUIS, MISSOURI
FOR AUTOMATIC METER READING MAINTENANCE RENEWALS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, entered into a contract for the installation of an automatic meter reading (AMR) Fixed Network Administrator system with Aclara Technologies LLC with the adoption of Resolution No. 37-2017 on March 20, 2017; and

WHEREAS, the City and Director of Public Services & Utilities sees the need to pay the ongoing annual maintenance renewals, as per the original approved contract agreement.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to issue an evergreen purchase order with Aclara Technologies LLC of St. Louis, Missouri.
- SECOND: the accounts payable department is authorized to submit payment to Aclara Technologies LLC of St. Louis, Missouri for the first year in the amount of \$21,228.00, and increase by 5% each year thereafter for annual AMR maintenance renewals.
- THIRD: the above expenses shall be paid from the Water Fund 591.200.818.000 and Sewer Fund 590.200.818.000.

Annual PO Request – Workers’ Compensation Insurance. Authorize annual purchase order in the amount of \$165,285.00 for workers’ compensation insurance provided by the Michigan Municipal League for the fiscal year ending June 30, 2026 as follows:

RESOLUTION NO. 111-2025

AUTHORIZING PAYMENT OF ANNUAL INSURANCE PREMIUM WITH MICHIGAN MUNICIPAL LEAGUE WORKERS’ COMPENSATION FUND

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is a member of the Michigan Municipal League Workers’ Compensation Fund; and

WHEREAS, MML Workers’ Compensation Fund is a nonprofit self-insurance pool owned and governed by its members; and

WHEREAS, the City of Owosso will be provided workers’ compensation insurance coverage for a period of July 1, 2025 to June 30, 2026 by MML Workers’ Compensation Fund in exchange for a premium; and

WHEREAS, cooperative purchasing is an exception to competitive bidding per Section 2-345 of the City of Owosso Code of Ordinances.

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

- FIRST: it has heretofore determined that it is advisable, necessary and in the public interest to remain a member of and seek annual workers’ compensation coverage from the Michigan Municipal League.
- SECOND: the accounts payable department is authorized to pay MML Workers’ Compensation Fund premium for annual coverage estimated at \$165,285.
- THIRD: the above expense shall be paid from various funds as outlined in the approved FYE 6-30-2026 budget as identified under the account code 719.000 – workers’ compensation.

Sole Source Purchase – Havaflock 560 Polymer. Waive competitive bidding requirements, authorize the sole source purchase of Havaflock 560 from Haviland Products Company in an amount estimated at \$39,050.80 for FY 2025-2026, and further authorize payment to the vendor according to unit prices for quantities delivered as follows:

RESOLUTION NO. 112-2025

AUTHORIZING THE EXECUTION OF A SOLE-SOURCE PURCHASE ORDER FOR HAVAFLOCK 560 WITH HAVILAND PRODUCTS COMPANY

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Havaflock 560 in bulk deliveries for use in conditioning wastewater sludge for dewatering at the Wastewater Treatment Plant; and

WHEREAS, the City of Owosso has determined that Haviland Products Company of Grand Rapids, Michigan is the only firm qualified to provide the Havaflock 560 product for conditioning wastewater sludge for dewatering at the Wastewater Treatment Plant; and

WHEREAS, waiver of the purchasing policy formal Bid requirements is requested for this sole-source purchase, in order to initiate procurement upon approval and authorization.

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

- FIRST: it has theretofore determined that it is advisable, necessary and in the public interest to purchase Havaflock 560 from Haviland Products Company, at the price of \$2.112 per pound (plus delivery fee) with an estimated annual usage of 23,000 pounds. However, with current inventory on hand, only eight (8) additional totes are anticipated to be needed for the rest of the current fiscal year.
- SECOND: the accounts payable department is authorized to submit payment to Haviland Products Company of Grand Rapids, Michigan, in the estimated amount of \$39,050.80, which may be exceeded based on usage, actual need, and pricing fluctuations for FY2025-2026.
- THIRD: the above expenses shall be paid from the WWTP fund following delivery, and chargeable to account 599-548-743.200.

Contract Authorization – 2026 Sanitary Sewer Manhole Lining Project. Waive competitive bidding requirements, authorize a joint contract with Advanced Rehabilitation Technology, Ltd. for the 2026 Sanitary Sewer Manhole Lining Project in an amount not to exceed \$100,000.00 under the terms of Purchasing Cooperative of America Contract # OD-347-21, and further authorize payment upon satisfactory completion of the project or portion thereof as follows:

RESOLUTION NO. 113-2025

**AUTHORIZING PURCHASE ORDER WITH
ADVANCED REHABILITATION TECHNOLOGY
FOR THE 2026 SANITARY SEWER MANHOLE LINING PROJECT**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Sanitary Sewer Fund to repair defective sanitary sewer manholes; and

WHEREAS, the City of Owosso may waive competitive bidding requirements when purchasing in coordination with another municipality; and

WHEREAS, the City of Owosso Director of Engineering has requested a quote from Advanced Rehabilitation Technology utilizing their Purchasing Cooperative of America (PCA) Contract # OD-347-21 and recommends hiring Advance Rehabilitation Technology to perform the 2026 Sanitary Sewer Manhole Lining Project.

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 waive competitive bidding requirements and authorize a purchase order with Advance Rehabilitation Technology for the 2026 Sanitary Sewer Manhole Lining Project utilizing Purchasing Cooperative of America (PCA) Contract # # OD-347-21, in the amount of not to exceed \$100,000.00.
- SECOND: the Accounts Payable department is authorized to submit payment to Advanced Rehabilitation Technology in the amount of not to exceed \$100,000.00.
- THIRD: the above expenses shall be paid from sanitary sewer account no. 590-901-793.000-SEWERLINE.

Purchase Authorization – Monitor/Defibrillators. Waive competitive bidding requirements, authorize the joint purchase of three Stryker Lifepak 35 monitor/defibrillators including extended warranty, accessories and supplies in the amount of \$180,083.86 utilizing Eagle County, CO Health Service District Contract RFB #2024-06, and further authorize payment to the vendor upon satisfactory delivery of said equipment as follows:

RESOLUTION NO. 114-2025

**AUTHORIZING THE EXECUTION OF A CONTRACT FOR
PURCHASE OF THREE STRYKER LIFEPAK 35 MONITOR/DEFIBRILLATORS**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Fire Department requiring the use of cardiac monitors and defibrillators; and

WHEREAS, the City purchased three (3) Styker Lifepak 15 monitors in 2021, these monitors are reaching end of life and Styker has offered a trade-in for our current monitors; and

WHEREAS, Owosso Fire/EMS staff reviewed several Monitors/Defibrillators, the Stryker Lifepak 35 Monitor/ Defibrillator was chosen as the top performer. Due to Stryker's proven track record, superior technology and durability. Additionally staff evaluated the best pricing options for the purchase of the Stryker Liefepak 35 Monitors/Defibrillators and staff recommends using the

Savvik Buying Group Cooperative Public Agreement. This approach is most advantageous and economical purchasing process for the city. The Stryker Monitor/Defibrillator is also compatible with other medical equipment being used by the Fire Department; and

WHEREAS, Staff is recommending awarding a contract with Stryker for the purchase of three (3) Lifepak 35 Monitor/Defibrillator, including extended warranty, accessories and supply for a total expenditure not to exceed \$180,083.86; and

WHEREAS, Staff requests waiver of the competitive bidding requirements as the Savvik Contract is a cooperative contract. This contract was awarded to Stryker as the result of a competitive process led by Eagle County, a political subdivision of the State of Colorado, and administered by Savvik Purchasing Group.

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 waive competitive bidding requirements, purchase three (3) Stryker Lifepak 35 Monitor/Defibrillators, accessories and supplies in the amount of \$180,083.86 utilizing Savvik Purchasing Group Contract No. (RFB) 2024-06.
- SECOND: the accounts payable department is hereby authorized to pay the vendor upon satisfactory receipt of the equipment.
- THIRD: the expense will be paid from the Fire Department equipment fund 101-336-978.000.

Master Plan Implementation Goals: 3.2

Bid Award - No-Preference Towing Services. Authorize bid award for no-preference towing services to Richard Earl Maurer DBA Dick's Auto for the period from September 1, 2025 through June 30, 2028 as follows:

RESOLUTION NO. 115-2025

AUTHORIZING A PREFERRED PROVIDER CONTRACT FOR NO-PREFERENCE TOWING SERVICES TO RICHARD EARL MAURER DBA DICK'S AUTO FOR THE PERIOD EXPIRING JUNE 30, 2028

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has a Public Safety Department that in the normal course of business requires wrecker services; and

WHEREAS, Shiawassee County Central Dispatch notified all police agencies in Shiawassee County of the need to specify a towing service that will provide service in any situation in which no preferred service is requested by the vehicle owner(s) or officers involved; and

WHEREAS, the City of Owosso requested bids and it is hereby determined that Richard Earl Maurer DBA Dick's Auto is both qualified to provide such services and has submitted the responsible and responsive bid; and

WHEREAS, staff recommends awarding service calls to Dick's Auto to provide towing services.

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 award a Preferred Service Provider Contract for No-Preference Towing Services to Richard Earl Maurer DBA Dick's Auto for the period from September 1, 2025 through June 30, 2028.
- 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 Richard Earl Maurer DBA Dick's Auto.
- THIRD: charges for said services will be directed to the owner(s) of any vehicle towed.

Set Public Hearing – Boundary Adjustment. (This item was added to the agenda.) Set a public hearing for Tuesday, September 2, 2015 at 6:30 p.m. to receive citizen comment regarding the proposal to adjust the boundary with Owosso Charter Township along Palmer Avenue to allow the City to receive Act 51 monies for said street as follows:

RESOLUTION NO. 116-2025

**SETTING A PUBLIC HEARING TO RECEIVE CITIZEN COMMENT REGARDING
THE CITY BOUNDARY ALONG PALMER AVENUE**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, recently discovered a discrepancy in the boundary between the City and Owosso Charter Township along Palmer Avenue and seeks to correct said discrepancy; and

WHEREAS, MCL 42.34(8) prescribes the process by which a municipal boundary may be adjusted, which includes 90 days’ notice to area property owners and public hearings in both of the affected jurisdictions; and

WHEREAS, having noticed all required property owners as prescribed, the City wishes to schedule a public hearing to receive citizen comment on the matter.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that a public hearing is set for Tuesday, September 2, 2025 at 6:30 p.m. in the City Hall Council Chambers to receive citizen comment regarding adjustment of the City boundary with Owosso Charter Township along Palmer Avenue.

Motion supported by Councilmember Owens.

Roll Call Vote.

AYES: Councilmember Osmer, Mayor Pro-Tem Haber, Councilmembers Ludington, Fear, Olson, Owens, and Mayor Teich.

NAYS: None.

ITEMS OF BUSINESS

Contract Approvals – Ludington Electric, Inc.

Motion by Councilmember Osmer to allow Councilmember Ludington to abstain from voting on the contracts related to his business Ludington Electric, Inc.

Motion supported by Councilmember Olson.

Roll Call Vote.

AYES: Councilmembers Fear, Olson, Osmer, Owens, Mayor Pro-Tem Haber, and Mayor Teich.

NAYS: None.

Councilmember Ludington left the meeting at 6:36 p.m.

Motion by Councilmember Olson to reiterate acknowledgement of the pecuniary interest of Councilmember Ludington in the contract(s) in question and approve the following contracts with Ludington Electric, Inc. for the period of July 2025:

PO NUMBER	DEPT.	VENDOR	DESCRIPTION	AMOUNT
000046941	862	LUDINGTON ELECTRIC, INC.	LIGHTS FOR PICKLE BALL/TENNIS COURT	120.00
000047022	862	LUDINGTON ELECTRIC, INC.	CHANGE OUT BAD BREAKER	179.17
000047059	859	LUDINGTON ELECTRIC, INC.	ELECTRICAL WORK FOR PLANTER REMOVAL	1,050.00
				<u>\$ 1,349.17</u>

Motion supported by Councilmember Osmer.

Roll Call Vote.

AYES: Councilmembers Olson, Osmer, Mayor Pro-Tem Haber, Councilmembers Fear, Owens, and Mayor Teich.

NAYS: None.

ABSTAIN: Councilmember Ludington.

City Manager Ludington returned to the meeting at 6:37 p.m.

Utilities Easements – Washington Park Project

Motion by Councilmember Osmer to accept permanent easements for the construction and maintenance of a sanitary sewer lift station and water meter pits servicing the Washington Park project in the amount of \$2.00 as follows:

RESOLUTION NO. 117-2025

**AUTHORIZING THE EXECUTION OF AGREEMENTS FOR
PERMANENT EASEMENTS ON WESLEY DRIVE
& N. WASHINGTON STREET**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to install sanitary sewer and water main along Wesley Drive between N. Water Street and N. Washington Street and water main along N. Washington Street between North Street and Wesley Drive as part of the Washington Park Project; and

WHEREAS, a permanent easement from the property owner of parcel number 050-535-000-001-00 is required for the construction and maintenance of a sanitary sewer lift station; and

WHEREAS, a permanent easement from the property owner of parcel number 050-535-000-001-00 is required for the construction and maintenance of water service meter pits; and

WHEREAS, the property owner is willing to grant said permanent easements to the City of Owosso for \$1.00 each, for a total of \$2.00.

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 agree to the terms set forth in the attached permanent easement documents between the City of Owosso, Michigan and Venture Washington Limited Dividend Housing Association Limited Partnership, 196 Cedar E Chavez Ave, Pontiac, Michigan.
- SECOND: the City Clerk is instructed and authorized to file said permanent easement documents with the Shiawassee County Register of Deeds.
- THIRD: the accounts payable department is authorized to pay Venture Washington Limited Dividend Housing Association Limited Partnership \$2.00 as set forth in the permanent easement documents.
- FOURTH: the above expenses shall be paid from Water Fund Account No. 591-552-818.000-WASHPARK21 (\$1) and Sewer Fund 590-549-818.000-WASHPARK21 (\$1).

**LIFT STATION
PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Venture Washington Limited Dividend Housing Association Limited Partnership, a Michigan domestic limited partnership, 196 Cesar E Chavez Ave, Pontiac, Michigan 48343 (hereinafter "Grantor") conveys to the City of Owosso, a Michigan municipal corporation, 301 W. Main Street, Owosso. Michigan 48867 a Permanent Easement to the following legally described parcel situated within the County of Shiawassee, State of Michigan:

COMMENCING 358 FEET NORTH AND 33 FEET WEST OF THE INTERSECTION OF THE SOUTH LINE OF SECTION 12 AND THE CENTERLINE OF NORTH WASHINGTON STREET; THENCE WEST 231 FEET; THENCE NORTH 6 FEET; THENCE WEST 133.7 FEET; THENCE NORTH 279 FEET; THENCE EAST 364.21 FEET; THENCE SOUTH 284 FEET TO THE POINT OF BEGINNING. PART OF THE SOUTHEAST¼ OF THE SOUTHEAST ¼ OF SECTION 12. T7N-R2E

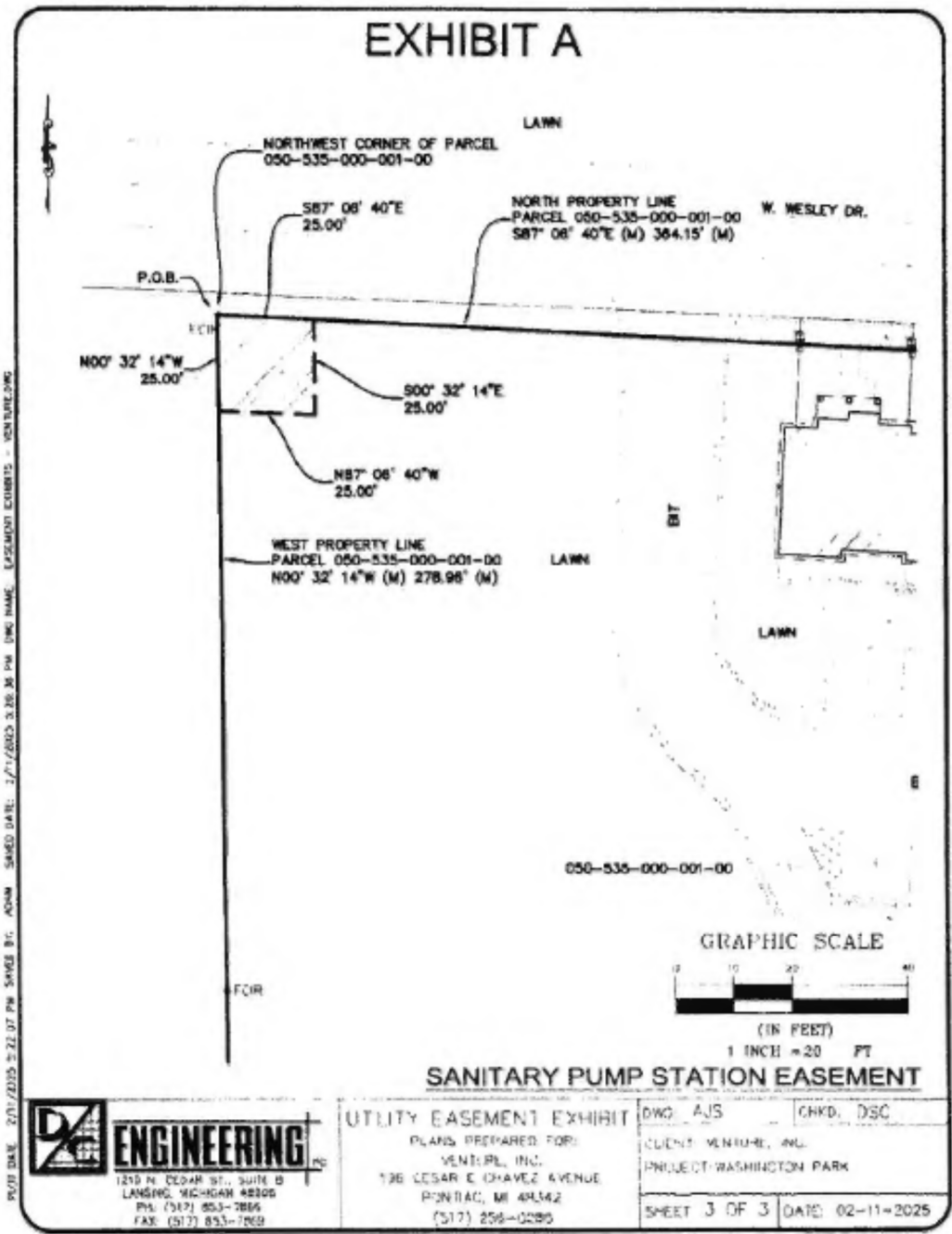
Parcel Number 050-535-000-001-00
in consideration of One Dollar (\$1.00) paid by Grantee, receipt of which is hereby acknowledged by Granter, do hereby grant to the City of Owosso, a Michigan municipal corporation, their successors and assigns, the permanent easement and right-of-way to make surveys, construct, maintain, alter, replace, repair, and remove at any time hereafter any sanitary sewer pump station and all appurtenances on, over, and across the following described parcel of land and depicted in EXHIBIT A:

A 25.00 FEET BY 25.00 FEET UTILITY EASEMENT IN SEC. 12, T7N, R2E, CITY OF OWOSSO, SHIAWASSEE COUNTY. MICHIGAN COMMENCING AT THE NORTHWEST CORNER OF PARCEL 050-535-000-001-00 THENCE EAST

ALONG NORTH PROPERTY LINE OF SAID PARCEL 25.00 FEET, THENCE SOUTH PARALLEL TO THE WEST PROPERTY LINE OF SAID PARCEL 25.00 FEET, THENCE WEST PARALLEL TO SAID NORTH PROPERTY LINE OF SAID PARCEL 25.00 FEET TO THE WEST PROPERTY LINE, THENCE NORTH ALONG SAID WEST PROPERTY LINE 25.00 FEET TO THE NORTHWEST CORNER OF PARCEL AND POINT OF BEGINNING.

Together with the right of ingress and egress for all purposes incident to said permanent easement as shown in Exhibit A. It being expressly understood that no building or other permanent structures such as fencing or plantings (trees, shrubs, etc.) will be placed over said permanent easement without the written consent of said Grantee and the non-use or limited use of this permanent easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized. Grantee agrees to pay for any damage which it does to Grantor(s) buildings, or other structures, in its exercise of the rights herein granted, and to construct and maintain any sanitary sewer pump station so as not to interfere with the normal use of said land. Grantee agrees to replace any disturbed area in-kind with similar material.

It is expressly understood that the permanent easement of rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes all of the terms, conditions and understandings between the parties hereto.



**WATER METER PITS
PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that Venture Washington Limited Dividend Housing Association Limited Partnership, a Michigan domestic limited partnership, 196 Cesar E. Chavez Avenue, Pontiac, Michigan 48343 (hereinafter "Grantor") conveys to the City of Owosso, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 a Permanent

Easement to the following legally described parcel situated within the County of Shiawassee, State of Michigan:

COMMENCING 358 FEET NORTH AND 33 FEET WEST OF THE INTERSECTION OF THE SOUTH LINE OF SECTION 12 AND THE CENTERLINE OF NORTH WASHINGTON STREET; THENCE WEST 231 FEET; THENCE NORTH 6 FEET; THENCE WEST 133.7 FEET; THENCE NORTH 279 FEET; THENCE EAST 364.21 FEET; THENCE SOUTH 284 FEET TO THE POINT OF BEGINNING, PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 12, T7N-R2E

Parcel Number 0S0-535-000-001-00

in consideration of One Dollar (\$1.00) paid by Grantee. receipt of which is hereby acknowledged by Grantor, do hereby grant to the City of Owosso, a Michigan municipal corporation, their successors and assigns, the permanent easement and right-of-way to make surveys, construct, maintain, alter, replace, repair, and remove at any time hereafter any water meter pits, curb stops, water meters, and all appurtenances on, over, and across the following described parcel of land and depicted in Exhibit A and B:

EXHIBIT A

A 10.00 FEET BY 146.00 FEET UTILITY EASEMENT IN SEC. 12, T7N, R2E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN COMMENCING AT THE NORTHEAST CORNER OF PARCEL 050-535-000-001-00, THENCE SOUTH ALONG THE EAST PROPERTY LINE OF SAID PARCEL 60.00 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE UTILITY EASEMENT, THENCE CONTINUING SOUTH ALONG SAID EAST PROPERTY LINE 146.00 FEET, THENCE WEST PERPENDICULAR TO SAID EAST PROPERTY LINE 10.00 FEET, THENCE NORTH 146.00 FEET PARALLEL TO SAID EAST PROPERTY LINE, THENCE EAST 10.00 FEET PERPENDICULAR TO SAID EAST PROPERTY LINE AND TO THE POINT OF BEGINNING.

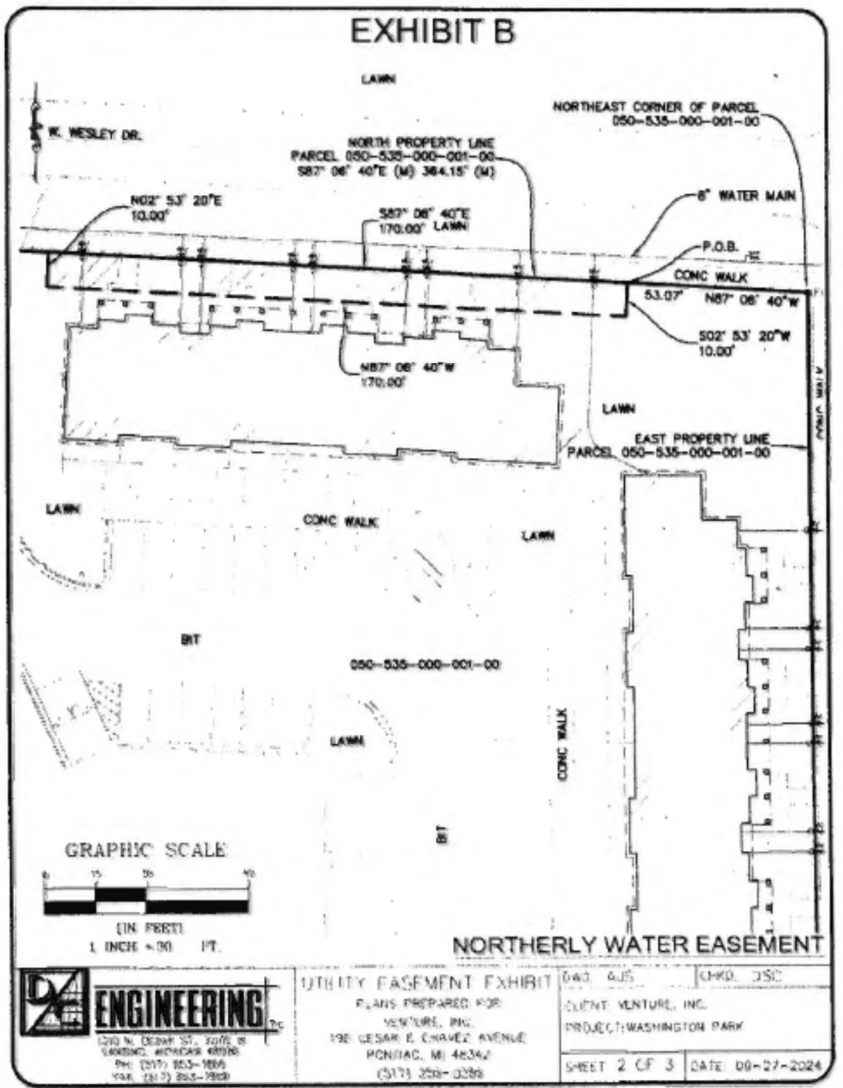
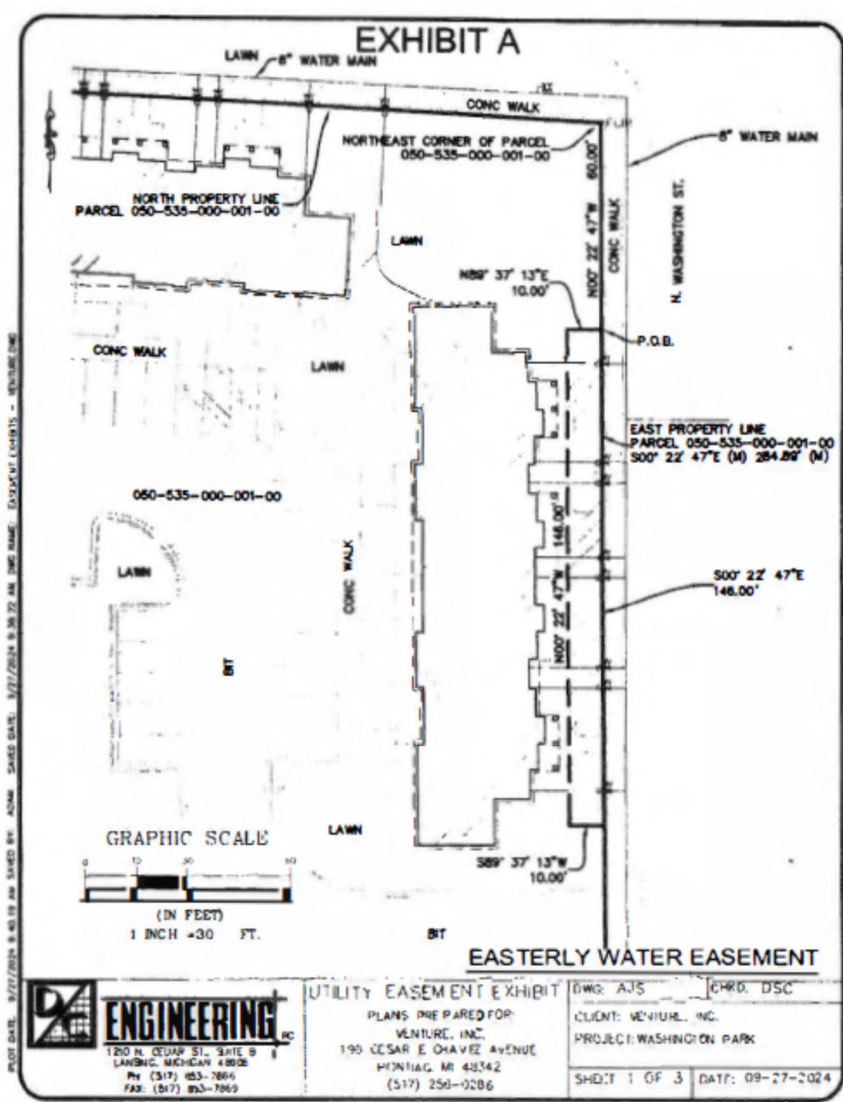
And

EXHIBIT B

A 10.00 FEET BY 170.00 FEET UTILITY EASEMENT IN SEC. 12, T7N, R2E, CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN COMMENCING AT THE NORTHEAST CORNER OF PARCEL 050-535-000-001-00, THENCE WEST ALONG THE NORTH PROPERTY LINE OF SAID PARCEL 53.07 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE UTILITY EASEMENT, THENCE SOUTH 10.00 FEET PERPENDICULAR TO SAID NORTH PROPERTY LINE, THENCE WEST 170.00 FEET PARALLEL TO SAID NORTH PROPERTY LINE, THENCE NORTH 10.00 FEET PERPENDICULAR TO SAID NORTH PROPERTY LINE, THENCE EAST ALONG SAID NORTH PROPERTY LINE 170.00 FEET TO THE POINT OF BEGINNING.

Together with the right of ingress and egress for all purposes incident to said permanent easement as shown in Exhibit A and B. It being expressly understood that no building or other permanent structures such as fencing or plantings (trees, shrubs, etc.) will be placed over said permanent easement without the written consent of said Grantee and the non-use or limited use of this permanent easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized. Grantee agrees to pay for any damage which it does to Grantor(s) buildings, or other structures, in its exercise of the rights herein granted. and to construct and maintain any sanitary sewer pump station so as not to interfere with the normal use of said land. Grantee agrees to replace any disturbed area in-kind with similar material.

It is expressly understood that the permanent easement of rights herein granted may be assigned by the Grantee. It is also understood that this agreement constitutes all of the terms, conditions and understandings between the parties hereto.



Motion supported by Councilmember Ludington.

Roll Call Vote.

AYES: Councilmembers Ludington, Osmer, Fear, Owens, Olson, Mayor Pro-Tem Haber, and Mayor Teich.

NAYS: None.

Pump Station No. 5 Agreement

Master Plan Implementation Goals: 3.4, 3.8, 7.1

Councilmember Ludington indicated he has a conflict of interest with this item as he is a part-time employee of the Authority and performs work for all contracted parties through his business, Ludington Electric, Inc.

Motion by Councilmember Owens to allow Councilmember Ludington to abstain from the vote to approve the agreement for Pump Station No. 5 due to his financial interest with both the Township and the Authority.

Motion supported by Mayor Pro-Tem Haber.

Roll Call Vote.

AYES: Mayor Pro-Tem Haber, Councilmembers Owens, Olson, Osmer, Fear, and Mayor Teich.

NAYS: None.

Councilmember Ludington left the meeting at 6:40 p.m.

City Manager Nathan R. Henne explained that in the past the township has paid for maintenance of the lift station and it is recognized that all parties would be best served by a written agreement going forward.

Motion by Councilmember Olson to approve agreement with Owosso Charter Township and the Owosso Township – Caledonia Township Utility Authority to share costs for the operation, maintenance, and expansion of Pump Station No. 5 as follows:

RESOLUTION NO. 118-2025

AUTHORIZING EXECUTION OF AGREEMENT WITH OWOSSO CHARTER TOWNSHIP AND THE OWOSSO TOWNSHIP–CALEDONIA TOWNSHIP UTILITY AUTHORITY FOR SHARED COSTS IN THE OPERATION, MAINTENANCE, AND EXPANSION OF PUMP STATION NO. 5

WHEREAS, the City of Owosso conveys a portion of its sewage through Owosso Charter Township’s sanitary sewer system, including Pump Station No. 5, owned by Owosso Charter Township and operated by the Owosso Township–Caledonia Township Utility Authority; and

WHEREAS, the City and Township have reached an agreement, following over a year of negotiations and engineering review, to establish terms for sharing costs related to the operation, maintenance, metering, and possible future expansion of Pump Station No. 5; and

WHEREAS, the agreement specifies that the City will pay forty percent (40%) of total operations and maintenance costs based on current flow studies, with allocations reviewed every five (5) years or as mutually agreed, and sets forth procedures for metering and cost-sharing on future upgrades based on proportionate benefit.

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

FIRST: it hereby approves the “Agreement for Shared Costs in the Operation, Maintenance, and Expansion of Pump Station No. 5” between the City of Owosso, Owosso Charter Township, and the Owosso Township–Caledonia Township Utility Authority.

SECOND: the mayor and city clerk are instructed and authorized to sign the document substantially in the form attached: Agreement for Shared Costs in the Operation, Maintenance, and Expansion of Public Station No. 5.

Motion supported by Councilmember Owens.

Roll Call Vote.

AYES: Councilmember Osmer, Mayor Pro-Tem Haber, Councilmembers Olson, Fear, Owens, and Mayor Teich.

NAYS: None.

ABSTAIN: Councilmember Ludington.

Councilmember Ludington returned to the meeting at 6:45 p.m.

Closed Session

Motion by Councilmember Olson to authorize holding a closed session at the conclusion of the second session of Council Comments for the purpose of discussing collective bargaining negotiations.

Motion supported by Councilmember Ludington.

Roll Call Vote.

AYES: Councilmember Olson, Ludington, Mayor Pro-Tem Haber, Councilmembers Owens, Fear, Osmer, and Mayor Teich.

NAYS: None.

CITIZEN COMMENTS

Pastor Bill Moull, Owosso Free Methodist Church, asked people to recognize the extra stress that is brought on by the start of the school year and requested that people lift up and pray for all those involved.

COUNCIL COMMENTS

Councilmember Fear commended Public Utilities Director Suchanek and his team for their work in making sure the costs for the WWTP Secondary Clarifier project are as low as possible.

CLOSED SESSION

**The council adjourned to closed session at 6:48 p.m.
The council returned from closed session at 7:14 p.m.**

APPROVAL OF THE MINUTES OF CLOSED SESSION OF MAY 19, 2025

Motion by Councilmember Fear to approve the Minutes of the Closed Session of May 19, 2025 as presented.

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

***COLLECTIVE BARGAINING AGREEMENT APPROVAL - AFSCME**

Motion by Councilmember Ludington to approve the collective bargaining agreement with AFSCME Local 1059 for the period beginning April 21, 2025 – June 30, 2028.

Motion supported by Councilmember Osmer.

Roll Call Vote.

AYES: Councilmembers Owens, Olson, Mayor Pro-Tem Haber, Councilmembers Fear, Ludington, Osmer, and Mayor Teich.

NAYS: None.

COMMUNICATIONS

Ryan E. Suchanek, Director of Public Services & Utilities. Consumers Energy Demand Response Program.
Lizzie L. Fredrick, DDA/OMS Director. DDA/OMS Board Transformation Strategy 2025.
Tanya S. Buckelew, Planning & Building Director. July 2025 Building Department Report.

Tanya S. Buckelew, Planning & Building Director. July 2025 Code Violations Report.
Tanya S. Buckelew, Planning & Building Director. July 2025 Inspections Report.
Tanya S. Buckelew, Planning & Building Director. July 2025 Certificates Issued Report.
Kevin D. Lenkart, Public Safety Director. July 2025 Police Report.
Kevin D. Lenkart, Public Safety Director. July 2025 Fire Report.
DDA / Owosso Main Street Board. Minutes of August 6, 2025.

NEXT MEETING

Tuesday, September 2, 2025

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals – Alternate - term expires June 30, 2026
Building Board of Appeals – Alternate - term expires June 30, 2027
DDA/OMS Board – term expires June 30, 2028
Zoning Board of Appeals – Alternate – term expires June 30, 2027
Zoning Board of Appeals – Alternate – term expires June 30, 2028

ADJOURNMENT

Motion by Councilmember Owens for adjournment at 7:15 p.m.

Motion supported by Councilmember Fear 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.