

**Meeting Agenda**  
*Owosso Downtown Historic District Commission*  
Wednesday, April 16, 2025, 6:00 p.m.

**Call to order and roll call:**

**Review and approval of agenda:** April 16, 2025

**Review and approval of minutes:** March 19, 2025

**Communications:**

**Public Comments:**

**Committee Reports:**

**Public Hearings:**

**Items of Business:**

- 1) RESOLUTION – Certificate of Appropriateness – 110 W Main St Facade

**Public Comments:**

**Board Comments:**

- 1) Discussion
- 2) Next Meeting: May 21, 2025

**Adjournment:**

[The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon 72 hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids on services should contact the City of Owosso by writing or calling Amy Kirkland, City Clerk, 301 W. Main St, Owosso, MI 48867 (989) 725-0500 or on the Internet. The City of Owosso Website address is [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us).]

MINUTES FOR REGULAR MEETING  
**OWOSSO HISTORIC DISTRICT COMMISSION**  
Wednesday, March 19, 2025 at 6:00 p.m.  
City Hall Conference Room

**MEETING CALLED TO ORDER:** at 6:01 p.m. by Chairperson Steven Teich.

**ROLL CALL:** was taken by City Manager Nathan Henne.

**PRESENT:** Chairperson Steven Teich, Commissioner Ainsworth, Vice Chair Omer, Commissioner VanEpps, Commissioner Byrne

**ABSENT:** Commissioner Powell

**OTHERS IN ATTENDANCE:** City Manager Nathan Henne, Shafer Fox, Many Pidek, Nick Pidek, Jim Woodworth, Tom Manke

**AGENDA APPROVAL:** March 19, 2025.

**MOTION FOR APPROVAL OF THE AGENDA BY VANEPPS. SECONDED BY BYRNE.**

**AYES ALL. MOTION CARRIED.**

**MINUTES APPROVAL:** Jan 15, 2025.

**MOTION FOR APPROVAL OF MINUTES AS PRESENTED BY VAN EPPS. SECONDED BY OMER**

**AYES ALL. MOTION CARRIED.**

## **COMMUNICATIONS**

### **PUBLIC COMMENT**

Tom Manke commented on his social media readership numbers and encouraged the commission to be fair and balanced in their enforcement actions.

Shafer Fox gave a history of his efforts to work with the current and previous owners of 110 W Main St to preserve and repair the relief carving on the façade – pointing out that the builder for the façade back in the 1920s was the same contractor that built Curwood Castle. He lamented that the previous owners did not do anything about it even when members of the community tried to raise money to help. He concluded that if the current owners continue to do nothing the city should step in and get the job done.

Mandy Pidek commented that as the current owner she was not aware of any money being donated or offered. She questioned if those who are upset about the façade's condition if they have any experience running a business as it can be difficult with many more important priorities than the appearance of a façade. She shared that she does care but it comes down to availability of funds to do the work.

Nick Pidek apologized for not being present at the Feb meeting to talk about the plan that was shared with HDC and wanted to know what about the plan was insufficient. As owner, he has tried to communicate. Commissioner Ainsworth discussed with Pidek the design and the timing of the proposal's completion which seemed purposefully vague and that he was able to speak to a contractor himself fairly easily. Mandy Pidek responded that they have been talking to contractors.

Commissioner Byrne commented that the Pidek's had an alternative plan approved with a Certificate of Appropriateness but never acted on it – prompting a discussion to begin enforcement. VanEpps

outlined the process for application and how to respond to the letter of neglect by saying a formal application is needed to satisfy the requirements of the letter directing owners to complete the application and submit it to the Building Department. Teich wanted to know if the HDC could call a special meeting if we had to accommodate the owner's possibly truncated timeline. It is possible but an application is needed first.

Jim Woodworth read a prepared statement as owner of the property at 123 N Washington St challenging the reasoning and procedure for the Commission when it rescinded his Certificate of Appropriateness in February 2025 that was issued in Nov 2024 – noting that Commissioner Gallinger made the motion to direct the city manager to draft the letter of neglect and noting that this made the letter illegitimate as well. He would like the commission to rescind the demolition by neglect letter and reinstate the Certificate of Appropriateness.

**ITEMS OF BUSINESS:**

**1. Certificate of Appropriateness – 118 S Washington St - Facade**

Chairman Teich explained that this application was simply to complete the façade around the door to the apartments above the storefront to match the rest of the façade – which is painted wood. Henne pointed out that the rest of the façade was done after an approval of a Notice to Proceed back in October of 2015.

**MOTION BY OMER TO APPROVE CERTIFICATE FOR 118 S WASHINGTON ST FACADE SUPPORTED BY VanEpps.**

**AYES ALL. MOTION CARRIED**

**2. Approve Demolition By Neglect Notice Letter for 110 W Main St**

Henne presented the demolition by neglect letter for 110 W Main St façade and stressed the requirement for a longer schedule as there were multiple letters issued and rescinded for this property.

**MOTION BY BYRNE TO APPROVE DEMOLITION BY NEGLECT LETTER FOR 110 W MAIN ST. SUPPORTED BY VANEPPS.**

**AYES ALL. MOTION CARRIED**

**PUBLIC COMMENTS:**

Tom Manke had a question about the timeline for enforcements and reiterated that he wanted to see it fair for all who receive enforcement action. VanEpps responded that was the case and explained the process.

Mandy Pidek commented that there seems to be a belief on the commission that her and Nick don't care and that the façade is not a priority. She said that they do in fact care but that it would be correct to say that the façade is not a priority. This is because there are other issues with the building that need addressed first in her opinion – like the leaking roof. The façade cannot be a priority when there are other issues that are more critical. Maintaining 100 year old buildings is a challenge. She thanked the Commission for its time.

**BOARD COMMENTS:** Chairman Teich shared that the historic preservation conference was May 15-17 and encouraged members to attend as the city would reimburse for that expense.

**NEXT MEETING:** April 16, 2025

**CHAIRMAN TEICH ADJOURNED THE MEETING AT 7:02 P.M.**



DATE: 4.14.25  
TO: Historic District Commission  
FROM: City Manager  
SUBJECT: 110 W Main St CofA – Façade Work

## **HISTORY:**

1892 Meat Market of Edward Webb, in 1894 Vitale Domiano, Confectioner

1894 Vitale Domiano, Confectioners

1898-1900 E.G. Westlake 5 & 10c Store

1921-1930 Candyland Chocolates and Restaurant, subsequently moving to 112 W. Main

1930 Re-designed by C.H. Maliskey, Contractor and L. Paul Ball  
This building was remodeled by Leo Paul Ball for his Jewelry Store and Optometric Practice. L. Paul Ball helped to design the store with sweeping staircases, a second floor fireplace, case brass window frames with arched tops, leaded glass windows, and onyx facing under the windows and plaster in relief forms for the facade over the ground floor.

H. Maliskey and Son of Owosso was the contractor to L.P. Ball for constructing his storefront. Maliskey had his offices in the New Miner Building and was also the contractor of record for Curwood Castle, Memorial Hospital Nurses Home, Johnson Buick Garage, and The Paris Hotel in Owosso. The original Chandeliers and showcases are still being used, while other showcases have been stored in the second floor of the building. These stored display cases, according to Joe Cerveny, were made by the Owosso Casket Company. They are made of quarter-sawn oak, beautifully carved with glass fronts.

## **BACKGROUND:**

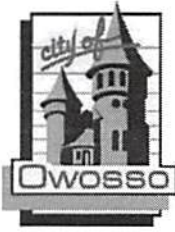
The property owner has submitted an application to repair the façade that has been subject to a demolition by neglect notice. The deadline for this repair is September 19, 2025 per the notice.

The proposed plan aligns with the property's long-term goal of achieving a maintenance-free façade that meets historic standards.

## **RECOMMENDATION:**

Approve a Certificate of Appropriateness for the proposed façade work at 110 W Main St, as proposed by the property owner. The materials meets the Owosso HDC Design Guidelines and

the Secretary of the Interior's Standards for the Treatment of Historic Properties, ensuring compatibility with the building's historic character and the surrounding district. Application shall expire on April 16, 2026



**CITY OF OWOSSO  
HISTORIC DISTRICT COMMISSION APPLICATION  
CERTIFICATE OF APPROPRIATENESS  
OR NOTICE TO PROCEED**

**\$40.00 APPLICATION FEE**

This application must be received by the Owosso Building Department a minimum of ten working days prior to a regularly scheduled meeting of the Historic District Commission. Applicants are strongly encouraged to conduct a preliminary discussion with staff and/or the Historic District Commission prior to the consideration of an application. The Commission generally meets on the third Wednesday of each month.

Please consult the Secretary of the Interior's Standards for Rehabilitation and the Historic District Commission guidelines for specific details on permissible alterations to the exterior of a structure or for the construction or demolition of any structure within the Historic District that requires a C of A.


The following information shall be attached to this application. Additional information is encouraged.


1. Description of work proposed – be specific
2. A detailed plan drawn to a legible scale depicting the proposed alteration including size, a detailed description of materials and finishing work to be completed. If the size of the plan exceeds 11 x 17 then additional copies may be requested. Plan shall show existing property lines and any prominent features on the site.
3. A minimum of the following photographs labeled to indicate the direction of view
  - Current photos of the structure as seen from the street and/or façade of alteration
  - Close up of existing detail in present condition proposed for alteration

<b>Property Address:</b> <u>110 W. Main St.</u>	
<b>Property Owner's Name:</b> <u>Amanda Pidek</u>	
<b>Phone:</b> <u>989-488-9833</u>	<b>Email:</b> <u>Aviator Studio</u>
<b>Applicant's Name:</b> <u>Amanda Pidek</u>	
<b>Phone:</b> <u>''</u>	<b>Email:</b> <u>''</u>
<b>Proposed start date:</b> <u>June 1<sup>st</sup>, 2025</u>	<b>Proposed completion date:</b> <u>July 1<sup>st</sup>, 2025</u>

I hereby certify that that proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Does the property have or will it have before the proposed project completion date, a fire alarm system or smoke alarm complying with the requirements of the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230, MCL 125.1501 to 125.1531?      YES      NO

**Property Owner's Signature:** 

**Applicant's Signature:** 

- Please contact Nathan Henne for further information 989-725-0568 or [nathan.henne@ci.owosso.mi.us](mailto:nathan.henne@ci.owosso.mi.us)
- Return application to the Building Department at City Hall, 301 W. Main St., Owosso, MI 48867 or email to [tanya.buckelew@ci.owosso.mi.us](mailto:tanya.buckelew@ci.owosso.mi.us)

**Office Use Only**

Date application received	<u>3/31/2025</u>	Certificate #	<u>C4DC-25-002</u>
Building permit required	YES <u>(NO)</u>	Sign permit required	YES <u>(NO)</u>
Staff Action	<u>APPROVED DENIED (REFERRED TO HDC)</u>		
HDC meeting date		HDC Action	<u>APPROVED DENIED</u>
Conditions of Approval (if applicable)			



**BORNOR RESTORATION INC.**

- **"Building & Structures Restoration Service"**
- Repair & Preservation of Concrete Structures-Parking, Stadium, Building & Bridge
- Repair & Preservation of Masonry Buildings & Structures
- Repair, Replacement and New Roofing
- Analysis, Recommendations & Estimates
- **"Commercial - Industrial - Historical Buildings"**
- **"Equal Opportunity Employer"**

**PROPOSAL**

**SUBMITTED TO:**  
Ms. Mandy Pidek  
Aviator Jayne  
W. Main St.  
Owosso, MI 48867

**DAY: March 28, 2025**  
**PAGE: 1 of 2      110**  
**PH: 989-488-9833**  
**EMAIL: aviatorjayne@gmail.com**

**PROJECT:** Plaster Repair to Exterior Store Front  
**LOCATION:** 110 W. Main St, Owosso, MI 48867

**WE PROPOSE TO:** Supply all labor, material, equipment and insurance to perform the following work.

1. Set up scaffold to access the plaster work.
2. Remove the curling coating and decorative accents to create a smooth surface.
3. Remove the delaminated and damaged plaster.
4. Grind a joint at the perimeter of the plaster where the plaster touches the Terra Cotta and copper trim.
5. Apply new plaster patch material to repair the delaminated and damaged areas using cement, lime, and sand.
6. Install sealant at the perimeter joint using polyurethane sealant by Sika.
7. After the new repair material has cured, provide a light wash of the plaster surface to remove and dust and debris.
8. Apply two (2) coats of elastomeric coating to the plaster surface using Thorolastic 750 by Sika.
9. Clean up the debris related to this scope of work.
10. We have excluded the mural that would need to be created to replicate the existing accents.

**COST TO COMPLETE: \$5,760.00**

**THIS PROPOSAL IS SUBJECT TO YOUR ACCEPTANCE WITHIN 60 DAYS.  
TERMS AND CONDITIONS ATTACHED ARE AN INTEGRAL PART OF THIS PROPOSAL.**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_

Submitted this 28<sup>th</sup> day of March, 2025

Purchaser \_\_\_\_\_

**BORNOR RESTORATION, INC.**

By \_\_\_\_\_  
Signature / Title

By *Anthony Kuch*  
Anthony Kuch, Estimator

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**BORNOR RESTORATION, INC.**  
**PROPOSAL CONDITIONS**



THIS PROPOSAL is accepted by the Purchaser signing it, or upon the Purchaser issuing a Purchase Order, or by any other written acceptance, and upon written approval, by a duly authorized agent of the Seller, shall constitute a contract, it being understood that it covers all agreements between the Purchaser and Seller and that no agent, representative, or officer of either has made any agreement to any condition except as set forth herein. No modification of this proposal or contract shall be binding unless said modification shall be in writing and signed by both parties hereto. Unless otherwise stated in this proposal, the following terms and conditions shall govern this contract.

- 1) In case of the provisions of the proposal differ from the provisions of the specifications, this proposal shall govern. In case of dispute relative to matters not specifically provided for in plans, specifications, or contract, the latest standard code of practice is specified by the manufacturer will govern.
- 2) Seller will not be responsible for any loss, damage or delay caused by strikes, fires, accidents, floods, delayed deliveries by carriers, or by other cause beyond its reasonable control. Any work stopped by the Purchaser for a period of thirty (30) days or more shall be grounds for an increase in quoted prices and/or contract amount to reimburse Seller for any losses suffered during the execution. The time for completion shall be extended to cover all time lost by delay or suspension under this Paragraph.
- 3) If Seller is requested by Purchaser to perform extra or changed work that was not part of Seller's original scope of work, Purchaser will provide reasonable compensation to Seller for said work. Purchaser shall not give orders to Seller for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the Purchaser's representative was not authorized to order the change. Purchaser and Seller recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Seller does not proceed with changed work without authorization and Seller receives fair compensation for authorized change work.
- 4) The Purchaser shall furnish a clear site and sufficient storage room to accommodate the storage of all materials, equipment, and supplies. The Purchaser shall also remove all obstructions, such as overhead wires, conduits, etc., and shall not allow the operation of any other trade to interfere with Seller's operations.
- 5) Unless otherwise specified, field work will be performed on the basis of a 40-hour non-overtime work week, Monday through Friday inclusive.
- 6) Seller shall not be responsible for damage to the work resulting from carelessness or mistreatment on the part of anyone not in its employ, nor from damage to the work caused from movement in the building or structure, or other causes that seller could not have reasonably foreseen.
- 7) Seller guarantees its work against defects arising from defective materials and workmanship for a period of one (1) year from date of substantial completion, unless otherwise noted in this proposal.
- 8) Seller agrees to indemnify and hold harmless the Purchaser from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by the Seller or someone for whose acts the Seller is responsible. Seller is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnitees or others for whose conduct the Seller is not responsible. Similarly, Purchaser shall indemnify and hold harmless Seller from all claims, damages, losses and expenses arising from claims for bodily injury, including death or other damages, to the extent due to the negligence of Purchaser or the fault of its agents, representatives or employees.
- 9) This proposal and contract is based upon the work to be performed by Seller not involving contact with asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the reroofing work Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. In the event such materials are encountered, Purchaser will make arrangements with others for the handling and/or removal of such materials and/or Seller shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing or toxic materials at the work site.
- 10) Purchaser shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If Seller's work is damaged by other trades, Purchaser agrees to back charge the trades causing the damage and reimburse Seller for repair of damages. Purchaser will purchase or arrange with Owner to maintain Builder's Risk insurance.
- 11) Seller and Owner are committed to acting promptly so that roof or wall leaks are not a source of potential interior mold growth. Seller and/or Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Seller if Owner believes there are leaks, to correct the condition. Upon receiving notice, Seller will make repairs promptly so that water entry through the roofing installed by or masonry work performed by Seller is not a source of moisture. Seller is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

NOTE:

- These terms and conditions are an integral part of this proposal.
- This proposal is subject to your acceptance within 60 days.
- TERMS: Net 30 days from date of our invoice.
- Due to the high cost of carrying delinquent accounts, a 1½% carrying charge will be added to all past due accounts.

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**HISTORIC DISTRICT COMMISSION RESOLUTION**

**RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR FAÇADE  
WORK AT 110 W MAIN STREET**

WHEREAS, the Historic District Commission of Owosso, Michigan, has received an application from the property owner of 110 W Main St for façade work; and

WHEREAS, the Commission was established to preserve the historic nature of the district using the guidelines set forth by the United States Secretary of the Interior; and

WHEREAS, the property at 110 W Main St is a contributing structure in the Owosso Historic District, constructed in the late 19<sup>th</sup> century and reworked in the early 20<sup>th</sup> century; and

WHEREAS, the application was found to be complete, and the proposed replacement is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, ensuring compatibility with the historic character of the building and the surrounding district; and

WHEREAS, the property is subject to a March 19, 2025 demolition by neglect notice from the HDC ordering repair of the façade by September 19, 2025.

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

- FIRST: The historic or architectural value and significance of the resource and its relationship to the surrounding area will not be adversely affected by the proposed work.
- SECOND: The proposed siding meets the requirements of the Owosso Historic District Commission Design Guidelines and the Secretary of the Interior's Standards for Rehabilitation.
- FOURTH: The proposed work supports the preservation of the property that meets historic standards.
- FIFTH: The completion date of the project shall be no later than September 19, 2025.

Moved: \_\_\_\_\_

Supported: \_\_\_\_\_