#### CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL TUESDAY, FEBRUARY 20, 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 FEBRUARY 5, 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

None.

#### **CITIZEN COMMENTS AND QUESTIONS**

#### CONSENT AGENDA

- Emergency Repair Authorization WWTP Tertiary Pump #1. Authorize the emergency repair and reinstallation of Tertiary Pump #1 at the WWTP by MJO Holdings Corporation dba Professional Pump, Inc. and further authorize payment to the contractor in the amount of \$34,866.00 upon satisfactory installation of said equipment.
- <u>Bid Award Chip Seal Program</u>. Approve bid award to Highway Maintenance and Construction Company for the 2024 Chip Seal Program in the amount of \$91,000.00, plus a contingency of \$8,000.00 to be used upon written permission, and further approve payment to the contractor up to the contract amount plus the contingency.

- Bid Award 2024 Sidewalk Program. Approve bid award to Lopez Concrete Construction, LLC for the 2024 Sidewalk Program in the amount of \$137,530.00, plus a contingency of \$20,000.00 for additional restoration and replacement services required during the fiscal year, and further approve payment to the contractor up to \$157,530.00 upon satisfactory completion of project or portion thereof.
- 4. <u>Bid Award Tire Changer</u>. Authorize bid award to Mohawk Lifts, LLC for one Hunter Engineering Company Tire Changer, Model TCX53H, with accessories in the amount of \$11,773.93, and further authorize payment to the vendor upon satisfactory delivery of said equipment.
- <u>Contract Authorization Gould House Real Estate Services</u>. Authorize contract with Lucy ham Group, Inc. dba Ham Group Realty for real estate services related to the sale of the Amos Gould House, as recommended by the Historical Commission.
- 6. <u>Warrant No. 640</u>. Authorize Warrant No. 640 as follows:

Vendor	Description	Fund	Amount
Gould Law PC	Services from January 9, 2024 through February 13, 2024	Various	\$13,819.78

### **ITEMS OF BUSINESS**

- 1. <u>City Budget Amendment</u>. Adopt the 6-month budget amendments to the 2023-2024 Budget.
- <u>Grant Acceptance CIS/Miner Trail Connections & Improvements</u>. Consider acceptance of a \$4.4 million grant to connect the CIS and James Miner Trails and approve contract with the Michigan Department of Transportation setting forth the terms of the grant.
- 3. <u>Gould House Deed Restrictions</u>. Consider proposed deed restrictions for the Gould House.

#### **COMMUNICATIONS**

- 1. <u>N. Bradley Hissong, Building Official.</u> January 2024 Building Department Report.
- 2. N. Bradley Hissong Building Official. January 2024 Code Violations Report.
- 3. N. Bradley Hissong Building Official. January 2024 Inspections Report.
- 4. <u>N. Bradley Hissong Building Official</u>. January 2024 Certificates Issued Report.
- 5. Kevin D. Lenkart, Public Safety Director. January 2024 Police Report.
- 6. Kevin D. Lenkart, Public Safety Director. January 2024 Fire Report.
- 7. Parks & Recreation Commission. Minutes of January 24, 2024.
- 8. Downtown Development Authority/Main Street. Minutes of February 7, 2024.
- 9. Historical Commission. Minutes of February 12, 2024.

#### **CITIZEN COMMENTS AND QUESTIONS**

#### NEXT MEETING

Monday, March 04, 2024

#### BOARDS AND COMMISSIONS OPENINGS

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

#### **ADJOURNMENT**

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

### PLEASE TAKE NOTICE THAT THE FOLLOWING MEETING CAN ONLY BE <u>VIEWED</u> VIRTUALLY

The Owosso City Council will conduct an in-person meeting on February 20, 2024. Citizens may view and listen to the meeting using the following link and phone numbers.

#### OWOSSO CITY COUNCIL Monday, February 20, 2024 at 7:30 p.m.

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

- Join Zoom Meeting: <u>https://us02web.zoom.us/j/82835633954?pwd=ZGZaeENzZ0RPcTYrMmFEMWtNS1JTUT09</u>
- Meeting ID: 828 3563 3954
- Password: 210968
- One tap mobile

+13052241968,,88667061947#,,,,\*163915# US +13092053325,,88667061947#,,,,\*163915# US

#### Dial by your location

- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 346 248 7799 US (Houston)
- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- For video instructions visit:
  - o Signing up and Downloading Zoom https://youtu.be/qsy2Ph6kSf8
  - o Joining a Zoom Meeting <u>https://youtu.be/hlkCmbvAHQQ</u>
  - o Joining and Configuring Audio and Video https://youtu.be/-s76QHshQnY
- Helpful notes for participants: <u>Helpful Hints</u>

#### Meeting packets are published on the City of Owosso website <a href="http://www.ci.owosso.mi.us">http://www.ci.owosso.mi.us</a>

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 February 20, 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: <u>http://www.ci.owosso.mi.us/Government/City-Council</u>

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#### CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MINUTES OF FEBRUARY 5, 2024 7:30 P.M. VIRGINIA TEICH CITY COUNCIL CHAMBERS

PRESIDING OFFICER:	MAYOR ROBERT J. TEICH, JR.
OPENING PRAYER:	PASTOR BRUCE NOBLE CHURCH OF GOD 7 <sup>TH</sup> DAY
PLEDGE OF ALLEGIANCE:	BOY SCOUT TROOP 85
PRESENT:	Mayor Robert J. Teich, Jr., Mayor Pro-Tem Susan J. Osika, Councilmembers Jerome C. Haber, Daniel A. Law, Emily S. Olson, and Nicholas L. Pidek.
ABSENT:	Councilmember Janae L. Fear.

### APPROVE AGENDA

Motion by Mayor Pro-Tem Osika to approve the agenda with the following amendment:

Removal of Consent Agenda 3. First Reading and Set Public Hearing - Rezoning 900 Ada Street

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

#### APPROVAL OF THE MINUTES OF REGULAR MEETING OF JANUARY 16, 2024

Motion by Councilmember Pidek to approve the Minutes of the Regular Meeting of January 16, 2024 as presented.

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

#### **PROCLAMATIONS / SPECIAL PRESENTATIONS**

Mayor Teich invited the members of Boy Scout Troop 85 to the podium to be recognized. The members are present this evening to work toward the Citizenship in the Community merit badge.

#### **PUBLIC HEARINGS**

#### <u>Special Assessment District No. 2024-01</u> Stewart St. from Shiawassee St. to Washington St.

City Manager Nathan R. Henne detailed the work to be done, the estimated cost of the project, and how those costs are divided between the City and the property owners along the street.

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2024-01 for Stewart Street, from Shiawassee Street to Washington Street for reconstruction.

The following people commented regarding the proposed special assessment roll:

Ainsley Ellison, 802 S. Washington Street, said her property is being assessed over \$7,500 and she rarely ever uses Stewart Street. She also said that she felt the assessment was too much given the median income of the community and that the entire project is being undertaken just to replace the water service lines and push the cost unto residents. She suggested that her assessment be reduced by 50% because she owns a corner lot and will be assessed again when Washington Street is redone. It was noted that the replacement of lead service lines is paid for 100% by the City from water system revenues and the street improvement was intentionally coordinated with the planned replacement of the watermain along that stretch.

Tom Manke, 2910 W. M-21, said he believes that Owosso is the only community in the county that charges residents for repairing the streets, that City residents are being penalized, and that the adjoining townships do not pay their share for street projects on border streets. Councilmember Law indicated that people in other communities finance their street projects through higher taxes as opposed to using the special assessment process like Owosso.

Bruce Noble, 215 Cass Street, asked if sidewalk would be added on the north side of Stewart Street and why the bid for the project came in \$200,000 higher than the estimated cost? It was noted that the estimated cost did not account for engineering costs.

Amy Bowen, 221 W. Stewart Street, submitted her objection to the amount of her assessment in writing, saying the amount was exorbitant and unfair to residents within the special assessment district as the street is well traveled. She said that many people will benefit from the project and the special assessment would cause her financial hardship.

James and Samantha Stechschulte, owners of properties at 421 and 433 W. Stewart Street, inquired via telephone why the front foot rate was different for each of their properties. It was explained that front foot rates are dependent on the zoning of the property, with commercial properties being assessed at a higher rate than residential.

There was Council discussion regarding how many times property owners can be assessed, the origin of the corner lot discount, and introducing a grace period on interest. City Manager Henne indicated that Council had the authority to amend any of those policies but cautioned them against making changes for just this project. Council indicated a desire to review the policies at a future meeting.

Whereas, the Council, after due and legal notice, has met and having heard all interested parties, motion by Mayor Pro-Tem Osika that the following resolution be adopted:

#### **RESOLUTION NO. 06-2024**

#### SPECIAL ASSESSMENT DISTRICT NO. 2024-01 STEWART STREET FROM SHIAWASSEE STREET (M-52) TO WASHINGTON STREET RESOLUTION NO. 5

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement:

# Stewart Street from Shiawassee Street (M-52) to Washington Street Street Reconstruction

and;

WHEREAS, all interested parties were heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the

assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Said special assessment roll as prepared by the City Assessor in the amount of \$227,159.47 is hereby confirmed and shall be known as Special Assessment Roll No. 2024-01.
- 2. Said special assessment roll shall be divided into ten (10) installments, the first of which shall be due and payable on September 1, 2024, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2024.
- 3. The installments of the special assessment rolls shall bear interest at the rate of 3% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2024 and shall be paid annually on each installment due date.
- 4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Pidek.

Roll Call Vote.

- AYES: Councilmembers Olson, Law, Mayor Pro-Tem Osika, Councilmembers Haber, Pidek, and Mayor Teich.
- NAYS: None.
- ABSENT: Councilmember Fear.

Master Plan Implementation Goals: 3.4, 3.7, 3.10

#### **CITIZEN COMMENTS AND QUESTIONS**

John Gillingham, 905 N. Shiawassee Street, asked if the rezoning item removed from the agenda would be returning.

Tom Manke, 2910 W. M-21, thanked the DPW for doing a great job repairing the alley off of Oakwood Ave. He went on to comment about the partially collapsed building on Exchange Street and he asked why the City doesn't completely replace the water main on West Main since it breaks so frequently. Public Services Director Suchanek responded to Mr. Manke's water main question. He said it wasn't the main that was leaking but the individual service lines. The DPW continues to search for the source of the stray line voltage that appears to be burning holes in the lines.

City Manager Henne responded to Mr. Gillingham's question regarding the rezoning of 900 Ada Street. The applicant no longer wishes to pursue the rezoning and may, or may not, be proceeding with a development that is strictly residential. He indicated that if the request is reinstated Mr. Gillingham would receive another notice to that effect. There was significant Council discussion regarding the idea of changing certain policies related to special assessments and how those changes might affect the annual street program and the overall condition of the streets.

Motion by Councilmember Pidek to hold a special meeting on Monday, April 29, 2024 at 7:30 p.m. for the purpose of reviewing and discussing special assessment related policies and practices.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Fear.

#### CONSENT AGENDA

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

\*First Reading & Set Public Hearing – Zoning Ordinance Rewrite. Conduct first reading and set a public hearing for Monday, March 4, 2024 to receive citizen comment regarding the proposal to repeal and replace Chapter 38, Zoning, and move Chapter 26, Signs, within the new Zoning Ordinance, to update the City's Zoning Ordinance and map as follows:

#### **RESOLUTION NO. 07-2024**

#### FIRST READING & SET PUBLIC HEARING ORDINANCE AMENDMENT TO REPEAL AND REPLACE CHAPTER 38, <u>ZONING,</u> AND RELOCATE CHAPTER 26, <u>SIGNS</u>, WITHIN THE ZONING ORDINANCE

WHEREAS, in an effort to attract economic development to the City of Owosso, City staff has been working toward the goal of obtaining Redevelopment Ready Communities certification; and

WHEREAS, the next step in the process involved a comprehensive review of the City's Zoning Ordinance to remove obsolete rules and procedures, streamline requirements, and regulate for the kind of development the community desires; and

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission believes a complete re-write of Chapter 38, <u>Zoning</u>, including an updated Zoning Map, will better address the needs of the community; and

WHEREAS, the Planning Commission held public hearings at their August 28, 2023 and November 27, 2023 regularly scheduled meetings regarding the proposal to repeal and replace the Zoning Ordinance in which no citizen comments were voiced or received; and

WHEREAS, the Planning Commission recommends the repeal and replacement of Chapter 38, Zoning, in its entirety; and

WHEREAS, they further recommend shifting the Sign Ordinance from Chapter 26, <u>Signs</u>, to an Article within the new Chapter 38, <u>Zoning</u>.

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

SECTION 1. REPEAL. That Chapter 38, <u>Zoning</u>, including the Zoning Map, is hereby repealed in its entirety.

SECTION 2. REPLACEMENT. That the new Chapter 38, Zoning, shall read as follows:

#### INSERT TEXT OF NEW ZONING ORDINANCE HERE

[Due to its length of over 200 pages, full text of the proposed amendment is not included in these minutes. Complete text of the proposed ordinance can be found on file in the Clerk's Office.]

SECTION 3. RELOCATE. That Chapter 26, <u>Signs</u>, shall be relocated to Article XX, *Signs*, of the new Chapter 38, <u>Zoning</u>, with no further changes.

SECTION 4. SEVERABILITY. The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance other than the section or provision so declared to be unconstitutional or invalid.

SECTION 5. INCONSISTENT ORDINANCES. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are repealed.

SECTION 6. PUBLIC HEARING. A public hearing is set for Monday, March 4, 2024 at 7:30 p.m. for the purpose of hearing citizen comment regarding the proposed ordinance amendments.

SECTION 7. AVAILABILITY. This ordinance may be purchased or inspected in the City Clerk's Office, Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.

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

Master Plan Implementation Goals: 4.9

# First Reading and Set Public Hearing - Rezoning 900 Ada Street. (This item was removed from the agenda.)

\*<u>Recreation Service Agreement – Softball Tournaments</u>. Approve proposed recreation service agreement with Sandlot Sports Zone for use of Bennet Field for softball tournaments for a period expiring December 31, 2024 as follows:

#### **RESOLUTION NO. 08-2024**

#### AUTHORIZING RECREATION SERVICE AGREEMENT WITH SANDLOT SPORTS ZONE LLC FOR USE OF BENNETT FIELD

WHEREAS, the City of Owosso, Shiawassee County, Michigan, and Sandlot Sports Zone LLC wish to enter into a Recreational Service Agreement for use of Bennet Field; and

WHEREAS, the City of Owosso has drafted a Recreational Service Agreement with Sandlot Sports Zone LLC for ball tournaments to be held between April 1 and October 31 for:

• Fifteen dollars per team, per tournament

• Sandlot Sports Zone LLC to dispose of any trash generated during the tournaments; and

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

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to enter into a Recreation Services Agreement with Sandlot Sports Zone LLC for a cost to be paid to the City of Owosso of fifteen dollars per team per tournament.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the document substantially in the form attached, Recreation Services Agreement between the City of Owosso, Michigan and Sandlot Sports Zone LLC for the fees and stipulations heretofore identified.
- THIRD: The above revenue shall be paid to the General fund, miscellaneous revenue account 101-000-675.000

\*<u>Tentative Bid Award – 2024 Stewart Street Project</u>. Approve tentative bid award to Crawford Contracting, Inc. for the 2024 Stewart Street Project, a portion of which is a 2024 DWSRF project, in the amount of \$1,814,713.52, contingent upon receipt of DWSRF bond proceeds, and further approve payment up to the contract amount upon satisfactory completion of the work or portion thereof as follows:

#### **RESOLUTION NO. 09-2024**

#### AUTHORIZING TENTATIVE BID AWARD TO CRAWFORD CONTRACTING, INC. FOR THE 2024 STEWART STREET PROJECT WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Owosso, Shiawassee County, Michigan, wishes to construct improvements to its existing water distribution system along Stewart Street; and

WHEREAS, the water system improvements project formally adopted on April 15, 2019 and amended on June 6, 2022 and May 15, 2023 will be funded through the State of Michigan's Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, the City of Owosso has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$1,814,713.52 from Crawford Contracting, Inc with \$477,233.65 being funded by DWSRF funds, \$952,479.87 being funded by City major street funds, and \$385,000.00 being funded by a small urban grant; and

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

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

- FIRST: the City of Owosso tentatively awards the contract, via MDOT, for the proposed 2024 Stewart Street Project to Crawford Contracting, Inc, contingent upon successful financial arrangements with the Drinking Water State Revolving Fund Program.
- SECOND: upon receipt of the 2024 DWSRF bond/loan proceeds, the Mayor and City Clerk are hereby authorized and instructed to sign, without further Council action, the MDOT contract for the 2024 Stewart Street Project.

- THIRD: the accounts payable department is authorized to submit payment to Crawford Contracting, Inc in the amount of \$1,814,713.52 upon satisfactory completion of the project or portion thereof.
- FOURTH: the above expenses shall be paid for from the City Major Streets fund, 2024 DWSRF bond funds, and an MDOT Small Urban Grant.

Master Plan Implementation Goals: 3.4, 3.7, 3.10

\*<u>MDOT Cost Sharing Agreement – Safe Routes to School</u>. Approve cost sharing agreement with the Michigan Department of Transportation for the Safe Routes to School Project in the amount of \$87,991.00 and further approve payment up to the contract amount upon presentation of an approved invoice(s) as follows:

#### **RESOLUTION NO. 10-2024**

#### AUTHORIZING EXECUTION OF MDOT COST AGREEMENT FOR THE SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that building infrastructure to enable and encourage children to safely walk and bike to school are important to the community as a whole; and

WHEREAS, the City of Owosso, in partnership with Owosso Public Schools, has applied for, and is now approved to receive, a Federal Safe Routes to School grant to assist in constructing certain infrastructure projects throughout the City to enable and encourage children to safely walk and bike to school; and

WHEREAS, after review, City staff recommends approval of MDOT Cost Agreement No. 23-5550 for the proposed pedestrian improvements along West Oliver Street from North Chipman Street to Ada Street, along Hickory Street at King Street and Hickory Street at North Street, including staircase removal, concrete sidewalk and curb ramp improvements and permanent pavement markings; concrete sidewalk and curb ramp construction along Ada Street from Campbell Drive to Jennett Street and along North Street from Hickory Street to Gould Street, along Whitehaven Court from North Street to Stevens Drive, along Rubelman Drive from Summit Street to North Street, along Krust Drive from North Street to Stevens Drive, and along Stevens Drive from Rubelman Drive to approximately 130 feet west of Whitehaven Court; and all together with necessary related work. (also referred to as 'project'); and

WHEREAS, the Michigan Department of Transportation requires the City of Owosso adopt a resolution indicating its willingness to participate in the pedestrian improvements as set forth in the agreement.

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 approve MDOT Contract No. 23-5550 for the proposed pedestrian improvements as part of the Safe Routes to School project.
- SECOND: the City of Owosso is willing to participate in the project and cost as illustrated within said contract.
- THIRD: the Mayor and City Clerk are hereby authorized to sign the Agreement as attached.
- FOURTH: the City Council hereby directs staff to allocate \$87,991.00 from the Major Street Fund (\$43,995.50) and the Local Street Fund (\$43,995.50), and other funds as appropriate, and to receive another \$622,009.00 from Federal Safe Routes to School Funds for a total

of \$710,000.00 to fund this project and directs the City Manager to proceed with the project, in accordance with the MDOT Contract Agreement.

Master Plan Implementation Goals: 5.2, 5.7, 5.21, 5.27

\*Check Register – December 2023. Affirm check disbursements totaling \$4,398,952.37 for January, 2024.

Motion supported by Councilmember Law.

Roll Call Vote.

- AYES: Councilmembers Haber, Law, Mayor Pro-Tem Osika, Councilmembers Olson, Pidek, and Mayor Teich.
- NAYS: None.
- ABSENT: Councilmember Fear.

#### ITEMS OF BUSINESS

#### \*Capital Improvement Plan Adoption

City Manager Henne briefly listed the larger projects that make up a sizeable portion of the latest six-year CIP plan, estimated at \$215,000,000. He reminded Council that the CIP is strictly a planning document and not a commitment of funds. Project descriptions and detailed estimates of each individual project are available for those that are interested.

Motion by Councilmember Pidek to approve the following resolution adopting the 2024-2030 Capital Improvement Plan as recommended by the Planning Commission:

#### **RESOLUTION NO. 11-2024**

#### **RESOLUTION APPROVING THE SIX-YEAR** CAPITAL IMPROVEMENT PLAN FOR 2024-30

WHEREAS, the City of Owosso, Shiawassee County, Michigan, Planning Commission has recommended Council approval of the 2024 to 2030 six-year Capital Improvement Plan (CIP); and

WHEREAS, the City of Owosso is required by the MEDC Redevelopment Ready Communities program to approve a six-year CIP annually; and

WHEREAS, the six-year CIP is a valuable resource to plan projects and expenses city-wide.

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

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to approve the 2024 to 2030 Capital Improvement Plan as recommended by the City of Owosso Planning Commission.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Fear.

Master Plan Implementation Goals: 3.2, 3.4, 3.6, 3.8, 3.10, 3.11, 3.13

#### **Closed Session**

Motion by Mayor Pro-Tem Osika to approve holding closed session at the conclusion of the second session of Citizen Comments and Questions for the purpose of consulting with an attorney regarding trial or settlement strategy in connection with specific pending litigation.

Motion supported by Councilmember Law.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Fear.

#### COMMUNICATIONS

Nathan R. Henne, City Manager. U of M Dearborn ECities Business Recognition. <u>Tanya S. Buckelew, Planning & Building Director</u>. 2023 Planning Commission Annual Report. <u>Brad A. Barrett, Finance Director</u>. Revenue & Expenditure Report – December 2023. <u>Historical Commission</u>. Minutes of January 8, 2024. <u>Planning Commission</u>. Minutes of January 22, 2024. <u>WWTP Review Board</u>. Minutes of January 23, 2024. Parks & Recreation Commission. Minutes of January 24, 2024.

#### **CITIZEN COMMENTS AND QUESTIONS**

Bill Moull, 1335 W. North Street, thanked the Council for all they do for the community and encouraged others to pray for Council because its not an easy job.

Jeff Turner, 204 Oakwood Avenue, said he doesn't understand why Council went into closed session at the last meeting if all they were going to do was adjourn the meeting once they returned to open session.

#### ADJOURNED TO CLOSED SESSION AT 8:51 P.M.

#### RETURNED FROM CLOSED SESSION AT 9:02 P.M.

#### APPROVAL OF THE MINUTES OF CLOSED SESSION OF JANUARY 16, 2024

Motion by Councilmember Law to approve the Minutes of the Regular Meeting of January 16, 2024 as presented.

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

#### \*INSURANCE SETTLEMENT

Motion by Councilmember Law to approve settlement of the insurance claim and pending lawsuit as proposed by the City's insurance carrier MMRMA.

Motion supported by Councilmember Haber.

Roll Call Vote.

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

NAYS: None.

ABSENT: Councilmember Fear.

#### NEXT MEETING

Tuesday, February 20, 2024

#### **BOARDS AND COMMISSIONS OPENINGS**

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

#### **ADJOURNMENT**

Motion by Councilmember Olson for adjournment at 9:04 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

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

DATE:	February 20, 2024
то:	Mayor Teich and the Owosso City Council
FROM:	Ryan E. Suchanek, Director of Public Services & Utilities
SUBJECT:	Emergency WWTP Tertiary Pump #1 Repair

#### **RECOMMENDATION:**

Approval of the proposal provided by Professional Pump of Belleville, Michigan for emergency repair of WWTP Tertiary Pump #1 in the amount of \$19,820.00.

### BACKGROUND:

The Tertiary portion of the Wastewater Treatment Plant's treatment process includes pressure filtration, disinfection, and nitrification by trickling filter. The WWTP has three 150 HP pumps designed to pump the wastewater through this part of the process. Two pumps running at maximum speed can technically meet the pumping requirements on a maximum flow day, with the third available for redundancy and to reduce the load on the other two.

Each pump is removed and rehabilitated every five years. As most of the wear parts on these pumps (shafts, bearings, impellers) are concealed within pipe and casings, it requires a full teardown simply to determine the scope of the rehab. Pulling the pump from its location within the plant, disassembling, inspecting, and making necessary repairs are all things beyond the capabilities of our maintenance staff. Thus, outside pump repair firms are utilized for this.

After soliciting quotations, KSB Dubric (Comstock, MI) was selected to remove Tertiary Pump #1 last November. They also disassembled, inspected, and provided a repair/reinstall quotation. This quotation was deemed excessive and additional repair/reinstall quotations were solicited from three other pump repair firms. The quotes (including KSB Dubric) are attached and summarized as follows:

- 1. KSB Dubric (Comstock, MI): Their pricing for repair and reinstall: \$42,552.00
- Professional Pump (Belleville, MI): This firm has conducted our last four vertical turbine pump rehabs (one in 2018, 2019, 2020 and 2021, including similar secondary process pumps). They have provided quality rehab service, with expected pump service life met. Their pricing for retrieving the pump from KSB, repair and reinstall: <u>\$19,820.00</u>

- 3. Kennedy Industries (Wixom, MI): We last used Kennedy Industries in 2017 to rehab Tertiary Pump #1. They did quality work, but were relatively expensive and we had some technical disagreements with them that caused additional visits and costs. **Their pricing for retrieving the pump from KSB, repair and reinstall:** <u>\$24,075.00</u>
- 4. Peerless Midwest (Ionia, MI): Declined to provide a quotation.

Waiver of the competitive solicitation process per the City Purchasing Policy is requested due to the necessity and urgency for this specialized pump rehabilitation process, along with the recent and fast approaching spring weather. Which if one of our other pumps goes down during the high flow weather, we would have no redundancy and could cause a WWTP SSO which would be a violation, not to mention health and environment issues/concerns.

### FISCAL IMPACTS:

Services will be funded from the FY2023-2024 WWTP Equipment Fund account 599-901-977.000 in the amount of \$19,820.00.

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

Attachments:

(1) Resolution

(2) KSB Dubric Repair Quote

- (3) Professional Pump Repair Quote
- (4) Kennedy Industries Repair Quote

#### **RESOLUTION NO.**

#### AUTHORIZING EMERGENCY REPAIR OF WWTP TERTIARY PUMP #1 BY PROFESSIONAL PUMP, INC. OF BELLEVILLE, 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, WWTP Tertiary Pump #1 was removed for rehabilitation in November 2023, and the estimate for rehabilitation was deemed excessive; and

WHEREAS, time is of the essence as spring approaches and peak flows are a possibility; and

WHEREAS, the City's Director of Public Services and Utilities recommends authorizing Professional Pump, Inc. to provide the necessary services in the amount of \$19,820.00.

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 authorize the emergency repair of WWTP Tertiary Pump #1 as proposed by Professional Pump, Inc. and to waive the competitive solicitation process as normally required by the City Purchasing Policy.
- SECOND: The service agreement between the City and Professional Pump, Inc. shall be in the form of Quote No. ch-012424-1 and a City purchase order.
- THIRD: The accounts payable department is authorized to submit payment to Professional Pump, Inc. in the amount of \$19,820.00 upon satisfactory reinstallation of the equipment.
- FOURTH: The above expenses shall be paid from account no. 599-901-977.000.

Professional Pump, Fluid Handling Specialists

ISO 9001:2000 Certified

Repair and Service Department 41300 Coca Cola Drive Belleville, MI 48111 PH-734-394-7878 Fax 734-394-7867 www.professionalpump.com Pumps Pump Repairs Packaged Systems Mechanical Seals Fluid Handling Accessories

QUOTE# ch-012424-1

January 24, 2024

City of Owosso 301 West Main Street Owosso, MI. 48867

Attn: Timothy Guysky

Ref. VERTICAL TURBINE PUMP REPAIR

Thank you for giving Professional Pump Inc. the opportunity to quote your pump requirements. The following report is for: Repair of a Floway pump model 18 MKL-1, serial number 37309-1-1.

#### Scope of Work:

- Pick up disassembled pump from KSB shop in Comstock Park Michigan and transport to our shop.
- Blast clean all cast parts.
- Bowl shaft, (2) intermediate shafts and head shaft are all worn at bushing areas. Shafts are pitted as well.
- Bowl to impeller running clearance is excessive.
- Rubber cutlass bearings are worn and oversized.
- Shaft bushings are oversized.
- Mechanical seal faces are worn.
- Shaft sleeves are worn from contact with cutlass rubber bushings.
- Manufacture new bowl shaft, (2) intermediate shafts and head shaft in Duplex Stainless-Steel material.
- Replace Chesterton type 442-12 mechanical seal
- Replace (2) intermediate bushings in Vesconite material.
- Replace (2) bowl bushings in Vesconite material.
- Replace (2) shaft sleeve in 174ph hardened stainless steel material
- Replace all shaft couplings in 416SS material.
- Machine impeller hub to true up.
- Machine bowls to true up.
- Manufacture and install new bowl ring in SAE932 bronze material.
- Dynamic balance impeller.
- Replace all hardware in 18-8 stainless steel material.
- Replace all gaskets and o-rings.
- Ceramic coat bowl internals to improve pump efficiency and prevent further wear/erosion.
- Assemble unit to manufacturer's specifications.
- Establish free rotation.
- Paint unit.

- Disassemble pump for installation in sections.
- Deliver repaired unit to plant.
- Provide labor and materials to install unit (in sections).
- Witness successful start up.

\*\*\* PUMP REPAIR WILL CARRY A 1 YEAR WARRANTY FROM DATE OF INVOICE \*\*\*

NET PRICE: \$19,820.00 (INCLUDES PICKUP/REPAIR AND INSTALLATION) DELIVERY: 4-6 WEEKS FOB: SHIPPING POINT TERMS: NET 30 DAYS WITH APPROVED CREDIT

Sincerely, Chris Hawkins

Chris Hawkins E-mail: <u>chawkins@professionalpump.com</u> Service Manager Professional Pump, Inc (<u>www.professionalpump.com</u>) cc:

#### PROFESSIONAL PUMP REPAIR WARRANTY

#### ITEM #1 - TIME AND EXCLUSIONS

All pump repairs are warranted for a period of 1 year from the date of invoice against defects in parts or improper installation, unless otherwise specified in writing by the Professional Pump Service Dept. We are not responsible for external conditions or influences such as system problems, induced vibration, pipe strain, pipe movement, improper use, improper standard maintenance procedures, misapplication of the equipment, previous repairs or the selection of parts previously supplied. On all repairs, we are <u>not</u> responsible for application engineering. The standards of the Hydraulic Institute (current edition) shall prevail in questions of tolerance, performance, installation and maintenance.

#### ITEM #2 - FIELD SERVICE

On repairs brought to our service facility by the customer, they are F.O.B. Professional Pump facility and do not cover field removal or re-installations. Conditions in Item #1 above also apply, unless guoted in writing.

#### ITEM #3 - PURCHASE ORDERS

A purchase order is required on all warranty claims. If the warranty failure is due to defects in material or workmanship, it will be handled within the warranty period at no charge for parts and labor. If the failure is caused by any other reason, our standard labor and parts rates apply.

#### ITEM #4 - CUSTOMER ALTERATIONS

We are not responsible for customer installed equipment, customer installation, customer alterations or modifications to equipment. On field installation, warranty does not apply unless we do the pump to motor alignment and supervise the start-up of equipment. Professional Pump will not consider warranty for customer altered pumps, improper alignment or installation.

#### ITEM #5 - LUBRICATION

The responsibility for normal lubrication and normal maintenance shall be the responsibility of the customer. In <u>all cases, the customer</u> is responsible for providing the proper factory authorized lubricants.

#### ITEM #6 - SEAL AND PACKING

Mechanical seals are <u>not</u> covered under warranty unless it can be shown that the seal was defective from the factory or improperly installed. Pumps with packing require constant adjustment, **especially at first during the "run-in" period. We will make the initial**  adjustment, however further adjustments, run-ins and additional rings, if required, are part of normal maintenance and the responsibility of the customer.

#### ITEM #7 - PARTIAL REPAIRS

No warranty applies on partial repairs (e.g.: we cannot be responsible for the entire pump unit if we, for example, make only a shaft or replace only bearings.)

#### ITEM #8 - NEW EQUIPMENT

On new electric motors, pumps or controls, we shall pass on and abide by the standard manufacturer's warranty.

#### ITEM #9 - CUSTOMER INSTALLATIONS

In cases in which we do not perform the field installation and startup, it is the responsibility of the customer to determine at the time of start-up, (1) that the pumps have been properly lubricated; (2) that the pumps are not allowed to run dry; (3) that the proper electrical voltage is being supplied to the unit; (4) that pump rotation, at the time of electrical reconnection, is correct and (5) that the pumps are properly aligned.

#### ITEM #10 - POST REPAIR CALLS

In warranty claims we shall make, free of charge, one post repair call to determine the cause and liability of the failure. If the failure does not fall within the scope of warranty, subsequent calls shall be made at our standard portal to portal labor rate and parts pricing at the time of occurrence.

#### ITEM #11 - JURISDICTION

Our personnel shall perform warranty repairs only. Work disputes involving other unions, locals, trades or trade jurisdictions are the responsibility of the customer.

#### ITEM #12 – LIABILITY

The customer shall hold harmless Professional Pump, Inc. and its assigned agents in any cases of contingent liability. All warranty repairs shall be done in a timely fashion to the best of our ability. Professional Pump, Inc. is not responsible for delays from suppliers, parts shipments or special machining.

#### ITEM #13 - EXCESS CHARGES

All repairs and warranty claims shall be preformed within our normal schedule during normal business hours. If the <u>customer</u> determines

that the breakdown constitutes an emergency, and overtime is required, then the customer shall pay for the overtime charges. If the <u>customer</u> determines that expedited shipping such as air freight, factory overtime or special courier deliveries are required, the customer shall pay such excess charges.

#### ITEM #14 - POLICY

In such cases, we are responsible only for materials that we made or supplied.

This warranty policy becomes a binding part of Professional pump Inc. repair quotations and is in addition to Profession Pump Inc. standard terms and conditions. In no case, will it exceed or supersede the manufacturers warranties, if such apply. This warranty is in lieu of any other, expressed or implied.



QUOTATION						
DATE	NUMBER	PAGE				
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<sup>P</sup> OWO123	Accepted By:
L CITY OF OWOSSO	Date:
T LUCAIS.ALLEN@ci.owosso.mi.US	PO#:
• OWOSSO, MI 48867	Ship To:

### ATTENTION:

TIM GUYSKY

517-214-4202

timothy.guysky@ci.owosso.mi.us

#### WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
	STATION TW1, FLOWAY, PUMP, 18MKH, SEWAGE	TJC/CRB	FIELD SERVICE
QTY DESCRIPTION		•	

THE FOLLOWING QUOTE IS FOR THE COST OF LABOR AND MATERIALS TO REPAIR THE ABOVE REFERENCED PUMP.

NEW PARTS REQUIRED:

- \*\*\*\*\*\*\*\*\*
- (1) SUCTION BEARING
- (1) BOWL BEARING(2) SPYDER BEARINGS
- (1) STUFFING BOX BEARING
- (1) IMPELLER RING
- (1) PUMP SHAFT
- (1) INTERMEDIATE SHAFT
- (1) HEAD SHAFT
- (1) COLLET
- (3) LINE SHAFT COUPLINGS
- (1) MECHANICAL SEAL
- (1) STUFFING BOX GASKET

LABOR REQUIRED:

\*\*\*\*\*

PICKUP AT KSB DUBRIC AND TRANSPORT TO KENNEDY INDUSTRIES' WIXOM REPAIR FACILITY.

SANDBLAST COMPONENTS AND PREP FOR INSPECTION.

DIMENSIONALLY MEASURE ALL OPERATING CLEARANCES AND RECORD ON INSPECTION REPORT.

MACHINE BOWL RINGS FRONT AND REAR TO ESTABLISH CONCENTRICITY.

INSTALL NEW IMPELLER RING THEN MECHANICALLY LOCK IN PLACE.

MACHINE IMPELLER RING FOR PROPER OPERATING CLEARANCES.

ASSEMBLE ALL ROTATING PARTS ON SHAFT AND PLACE IN BALANCING MACHINE.

VERIFY T.I.R. THEN DYNAMICALLY BALANCE ROTOR TO 4W/N.

INSTALL ALL NEW SHAFT SLEEVES THEN MECHANICALLY LOCK IN PLACE.

INSTALL ALL NEW SPYDER BEARINGS AND LOCK IN PLACE.

MEASURE AND RECORD ALL FINAL OPERATING CLEARANCES.



QUOTATION						
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#### QTY DESCRIPTION

FINAL ASSEMBLE PUMP WITH NEW PARTS LISTED.

CHECK TO ENSURE PROPER LIFT AND FREE ROTATION.

PAINT THEN PRESERVE PUMP FOR DELIVERY.

TRANSPORT COMPLETED JOB TO YOUR PLANT.

TOTAL COST: \$18,850.00

KENNEDY INDUSTRIES WILL PROVIDE (2) FIELD SERVICE TECHNICIAN(S) ONSITE FOR THE REASSEMBLY OF YOUR (1) FLOWAY 18MKL VERTICAL TURBINE PUMP USING KENNEDY INDUSTRIES REPAIRED COMPONENTS, START UP, TEST RUN, AND VERIFY PROPER OPERATION.

CUSTOMER IS RESPONSIBLE TO PROVIDE THE FOLLOWING ONS

OVERHEAD CRANE AND (1) CRANE OPERATOR
(1) ELECTRICIAN TO WIRE PUMP

TOTAL REPAIR COST: \$18,850.00

TOTAL FIELD SERVICE COST: \$5,225.00

TOTAL COST: \$24,075.00

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,

CODY BYERS CBYERS@KENNEDYIND.COM

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 6/2023) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.		
QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30	TOTAL:	\$24,075.00

P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011





**City of Owosso** 1410 Chippewa Trail Owosso, MI 48867

Ref. Job Number: 36511A

MFG: FLOWAY VERTICAL TURBINE PUMP Model: OMKL S/N: 37309-1-1

Please find the following proposal as it relates to the Floway vertical turbine pump received by KSB Dubric. After disassembly, cleaning, inspection and precision measurement of the pump components, the conditions of and recommended repairs for the subject unit are as follows:

### Scope of Work/Inspection:



Unit as Received





### Shaft:

All 4 shafts head, intermediate, lower, and lower pump shaft had a lot of pitting/corrosion. Total shaft TIR for:

- Head shaft was of .004" and is worn on bushing/seal area
- Intermediate shaft was of .004" and is worn on bearing areas
- Lower shaft was of .003" and is worn on bearing areas
- Lower pump shaft was of .001" and had galling under the impeller area.

All shafts were made from carbon steel, best option is to upgrade to 416 SS to prevent pitting/corrosion of the shafts and ensure longevity when fabrication.



Shafts



Pitting/Corrosion of shaft





Lower Pump Shaft (galling where imp. Rides)

### Shaft Coupling:

All 3-shaft coupling are corroded, pitted, and unable to be reused. Shaft materials are currently constructed from carbon steel which is being eroded. It is recommended to upgrade shaft to a corrosion resistant 420 stainless steel. The upgrades have been added to the cost of the repair



Shaft Coupling



### Impeller/Casing Rings:

It was discovered that the impeller had galling on the bore due to the clearances and the impeller ring deteriorated. The clearance between the impeller wear rings and the casing wear rings were found to be .071" and the API recommends a minimum of 0.022" and maximum of 0.024". The impeller wear ring is worn

### Corrective action is to:

- Clean up the bore of the impeller and ensure .001" clearance to shaft
- Machine and clean casing ring, then measure size
- Fabricated new wear ring made from 660 BB and ensure .022-.024" clearance to casing ring
- Balance impeller to G6.3 specification @1800 RPM

The carbon steel impeller lock collet was found to be severely corroded due to incompatibility of material. The best option is to upgrade to 420 stainless steel which is included in this quote.



Impeller





### Stuffing Box/Seal:

Stuffing box will be cleaned to replace John Crane seal with Chesterton 442 split mechanical seal. The stuffing box bushing is worn and will be replaced with a new fabricated bushing constructed of 660 BB.



Stuffing Box

John Crane Seal (upgraded to 442)

### Spider Bearings:

The spider bearings were found to be worn. and will need to be replaced with new.



Spider Bearings

All pilot fits were to specification (.002"-.004") in tolerance.





#### Hardware/Software:

Hardware to include new threaded fasteners, bolts, O-rings and gaskets as needed.

After the noted repairs, the pump will be assembled, all clearances checked, adjustments made and leak testing performed as needed. The unit will be tagged with job order number and date of repair, painted, wrapped and palletized for shipment as necessary.

<ul> <li>→ Disassembly and Inspection (DCI)</li> <li>→ Repair Cost</li> </ul>	
→ Total Repair Cost (Including DCI)	\$39,337.00 Total w/ Carbon Steel
→ Installation	<b>\$2,800.00</b> Shaft: \$39,552
➔ LiftingEquipment	<u>\$415.00</u>
➔ Price with Carbon Steel	\$36,337.00

Quotation good for 30 days after issuance.

**Completion:** Estimated completion for this project is 5-7 weeks', sooner if possible. All final deliveries are based on date of order, workload at time of order, and customer delivery needs.

**Terms:** Net Thirty (30) Days from receipt of delivery. All payment is due within thirty (30) days of delivery. A 1.5% per month (18% per year) late payment fee will be assessed on any unpaid balance remaining after thirty (30) days.

**Labor:** Above labor pricing for the installation is an estimate and subject to change due to actual hours on-site. Wait time will be billed at \$125.00 per hour per tech. Techs will not be responsible for wiring or any electrical of the pump. Foundation gaskets will be responsibility of the customer

Freight Terms: FOB Origin, freight prepaid and charged back.

Respectfully,

Kareem Sankari Design Engineer **KSB SupremeServ** *By KSB Dubric, Inc.* 3737 Laramie Dr NE Comstock Park, MI 49321 Kareem.Sankari@ksb.com



### MEMORANDUM

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

DATE: February 20, 2024

TO: **Owosso City Council** 

FROM: Clayton Wehner, Director of Engineering

SUBJECT: 2024 Chip Seal Project Award

#### **RECOMMENDATION:**

Approval of the low responsive bid from Highway Maintenance and Construction Company (Romulus, MI) for the 2024 Chip Seal Project in the amount of \$91,100.00.

#### BACKGROUND:

On February 6, 2024, the city received bids for its 2024 Chip Seal Project. This work is necessary to improve the street wearing surface and to preserve the structural integrity of various streets, in accordance with best pavement management program practices. Three contractor bids were received, with Highway Maintenance and Construction Company confirmed as the low responsible bidder.

The Chip Seal Project shall commence on or about (not earlier than) July 8, 2024 and be completed on or about August 31, 2024.

#### **FISCAL IMPACTS:**

The project is funded by the FY24-25 Major and Local Street Maintenance Account Nos. 202-463-818.000 and 203-463-818.000, in the amount of \$91,100.00. Contingency funding in the amount of \$8,000.00 for additional work with prior written authorization by staff is also requested where needed.

ATTACHMENTS: (1) Resolution, 2024 Chip Seal Project (2) Bid Tabulation 2024 Chip Seal Project

- (3) 2024 Chip Seal Project Map

#### **RESOLUTION NO.**

#### AUTHORIZING THE EXECUTION OF A CONTRACT WITH HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY FOR THE 2024 CHIP SEAL PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to perform surface improvements along portions of selected streets as set forth in the contract documents; and

WHEREAS, the City has sufficient funds to perform said improvements from its major and local street maintenance funds to facilitate undertaking of the project; and

WHEREAS, the City of Owosso sought bids for the 2024 Chip Seal Project, and a bid was received from Highway Maintenance and Construction Company and it is hereby determined that Highway Maintenance and Construction Company is qualified to provide such services and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to employ Highway Maintenance and Construction Company for the 2024 Chip Seal Project.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign the contract for services between the City of Owosso, Michigan and Highway Maintenance and Construction Company, in an amount not to exceed \$91,100.00.
- THIRD: The Accounts Payable department is authorized to pay Highway Maintenance and Construction Company for work satisfactorily completed on the project up to the contract amount of \$91,100, plus contingency in the amount of \$8,000.00 for a total of \$99,100.00.
- FOURTH: The above expenses shall be paid from the FY24-25 major and local street maintenance account nos. 202-463-818.000 and 203-463-818.000.

EXHIBIT A

## **Contract for Services Between**

## The City of Owosso

and

# **Highway Maintenance And Construction Company**

2024 Chip Seal Project

February 2024

#### CONTRACT

THIS AGREEMENT is made on February \_\_\_\_\_, 2024 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and HIGHWAY MAINTENANCE AND CONSTRUCTION COMPANY ("contractor"), a Michigan company, whose address is 12101 Wahrman Street, PO Box 74411, Romulus, Michigan 48174.

Based upon the mutual promises below, the contractor and the city agree as follows:

#### **ARTICLE I - Scope of work**

The contractor agrees to provide the services listed in the proposal entitled "2024 Chip Seal Project", as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

Bid documents Bid proposal Contract and exhibits Bonds Insurance

#### **ARTICLE II - The Contract Sum**

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed ninety-one thousand, one hundred dollars (\$91,100.00),. No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

#### **ARTICLE III – Assignment**

This contract may not be assigned or subcontracted without the written consent of the city.

#### **ARTICLE IV - Choice of law**

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

#### **ARTICLE V - Relationship of the parties**

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### **ARTICLE VI – Notice**

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

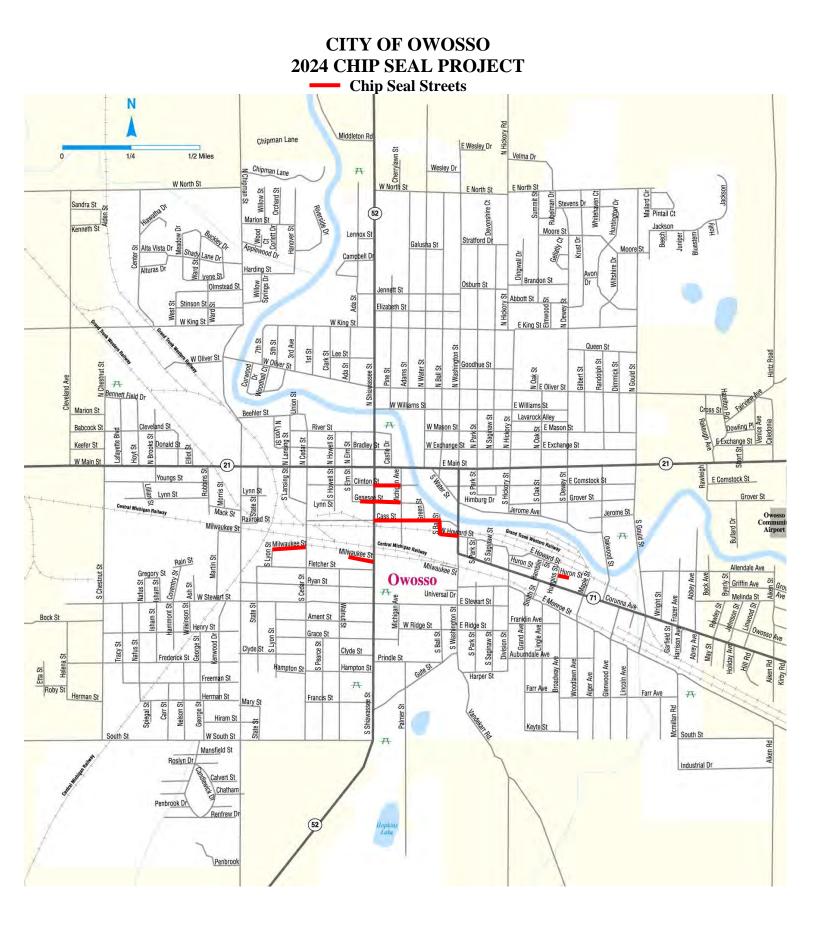
#### **ARTICLE VII - Indemnification**

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

#### **ARTICLE VIII - Entire agreement**

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR	
Ву	
lts:	
Date:	
THE CITY OF OWOSSO	
Ву	Ву
lts: Robert J. Teich, Jr., Mayor	Its: Amy K. Kirkland, City Clerk
Date:	Date:



CITY OF OWOSSO BID TABULATION SHEET

DATE 2/6/2024 DEPT. Engineering

	2024 Chip Seal Project			Engineer's Estimate		Highway Maintenance & Construction PO Box 74411 Romulus, MI 48174-0411		Fahrner Asphalt Sealers LLC 2224 Veterans Memorial Pkwy Saginaw, MI 48601		Pavement Maintenance Systems, LLC 384 Industrial Parkway Drive Imlay City, MI 48444-1348	
ITEM #	DESCRIPTION	QUANITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	SEAL, DOUBLE CHIP	14,000	SYD	S 6.00	\$ 84,000.00	\$ 5.16	\$ 72,240.00	\$ 5,38	\$ 75,320.00	\$ 6.10	\$ 85,400.00
	FINAL SWEEPING	15	HRS	s 175.00	\$ 2,625.00	S 200.00	\$ 3,000,00	\$ 200.00	\$ 3,000.00	\$ 185.00	\$ 2,775.00
	SEAL, FOG	14,000	SYD	s 1.00	\$ 14,000.00	\$ 0.99	\$ 13,860.00	S 0.78	\$ 10,920.00	\$ 0.65	\$ 9,100.00
1	TRAFFIC CONTROL	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00
		тот	TAL BID		\$ 105,625.00		\$ 91,100.00		s 95,740.00		\$ 99,775.00

DEPT. GENERAL LIABILITY INSURANCE aytan Wehner 4-1-24 HEAD: EXPIRATION DATE: AWARDED: WORKERS COMPENSATION INSURANCE COUNCIL PURCH. 4-1-24 ance AGENT: EXPIRATION DATE: APPROVED: STAFF REC.:\_ Highway Maintenance & Construction SOLE PROPRIETORSHIP N/A EXPIRATION DATE: PO NUMBER:

203.463.818.000 FYE6-30-25 202.463.818.000 FYE6-30-25

## MEMORANDUM



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

DATE: February 20, 2024

TO: City Council

FROM: Clayton Wehner, Director of Engineering

SUBJECT: 2024 Sidewalk Program Bid Award

#### **RECOMMENDATION:**

Award of sidewalk restoration services to Lopez Concrete Construction, LLC of Lansing, Michigan, for the 2024 Sidewalk Program in the amount of \$137,530.00.

#### BACKGROUND:

Bids were received on February 6, 2024 for the 2024 Sidewalk Program. This work is necessary to replace sections of sidewalk on various streets in the City that have become misaligned, deteriorated, or damaged. This year's program is targeting sidewalk replacement within the area bounded by Washington St, the Shiawassee River, Abrey Ave, and Corunna Ave as shown on the attached map. Additional replacements will be made at other locations based on resident complaints. Nine (9) bids were received with Lopez Concrete Construction, LLC the low responsive bidder.

#### FISCAL IMPACTS:

Funds for this work are to be charged to the FY2024-2025 Major and Local Street Maintenance Funds, Account Nos. 202-463-818.000 and 203-463-818.000, and other funds as appropriate, in the amount of \$137,530.00, plus contingency funds for additional restoration and replacement services required during the calendar year in the amount of \$20,000.00 for a total of \$157,530.00.

Attachment: (1) Resolution (2) Project Map (3) Bid Tab

#### **RESOLUTION NO.**

#### AUTHORIZING THE AWARD OF THE 2024 SIDEWALK PROGRAM TO LOPEZ CONCRETE CONSTRUCTION, LLC OF LANSING, MICHIGAN

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined sections of the sidewalk on various streets in the City have become misaligned, deteriorated, or damaged thus replacement is advisable, necessary, and in the public's best interest; and

WHEREAS, the city of Owosso sought bids for the replacement of these sections of sidewalk as part of the 2024 Sidewalk Program, and the low responsive bid was received from Lopez Concrete Construction, LLC in the amount of \$137,530.00; and

WHEREAS, Lopez Concrete Construction, LLC is hereby determined to be qualified to provide such services.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public's best interest to employ Lopez Concrete Construction, LLC to replace sections of damaged or misaligned sidewalk as part of the 2024 Sidewalk Program.
- SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents to execute the services contract with Lopez Concrete Construction, LLC in the amount of \$137,530.00.
- THIRD: The accounts payable department is authorized to pay Lopez Concrete Construction, LLC for work satisfactorily completed on the project up to the initial contact amount of \$137,530.00 plus contingency in the amount of \$20,000.00 with prior authorization for a total of \$157,530.00.
- FOURTH: The above expenses shall be paid from FY2024-25 Major and Local Street Maintenance Funds accounts 202-463-818.000 and 203-463-818.000, and other funds as appropriate.

EXHIBIT A

**Contract for Services Between** 

The City of Owosso

and

## LOPEZ CONCRETE CONSTRUCTION, LLC

2024 Sidewalk Program

February 2024

#### CONTRACT

THIS AGREEMENT is made on February \_\_\_\_\_, 2024 between the CITY OF OWOSSO, a Michigan municipal corporation, 301 W. Main Street, Owosso, Michigan 48867 ("city") and LOPEZ CONCRETE CONSTRUCTION, LLC ("contractor"), a Michigan company, whose address is 4711 Burchfield Avenue, Lansing, MI 48910.

Based upon the mutual promises below, the contractor and the city agree as follows:

#### **ARTICLE I - Scope of work**

The contractor agrees to provide the services listed in the proposal entitled "2024 Sidewalk Program," as attached, including all written modifications incorporated into any of the documents, which are incorporated as part of this contract:

Bid documents Bid proposal Contract and exhibits

### ARTICLE II - The Contract Sum

(A) The city shall pay to the contractor for the performance of the contract, in the unit prices as given in the proposal not to exceed one hundred thirty-seven thousand five hundred thirty dollars (\$137,530.00). No additional work shall be performed unless a change order is issued by the city.

(B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the city but not required by the contract documents where there is a written change order.

#### **ARTICLE III – Assignment**

This contract may not be assigned or subcontracted without the written consent of the city.

#### **ARTICLE IV - Choice of law**

This contract shall be construed, governed, and enforced in accordance with the laws of the state of Michigan. By executing this agreement, the contractor and the city agree to a venue in a court of appropriate jurisdiction sitting within Shiawassee County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

#### **ARTICLE V - Relationship of the parties**

The parties of the contract agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the city. Nothing contained in this contract shall be deemed to constitute any other relationship between the city and the contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to the city for any contract, debt, or any other obligation to the city including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

#### **ARTICLE VI – Notice**

All notices given under this contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the contract documents or other address the contractor may specify in writing.

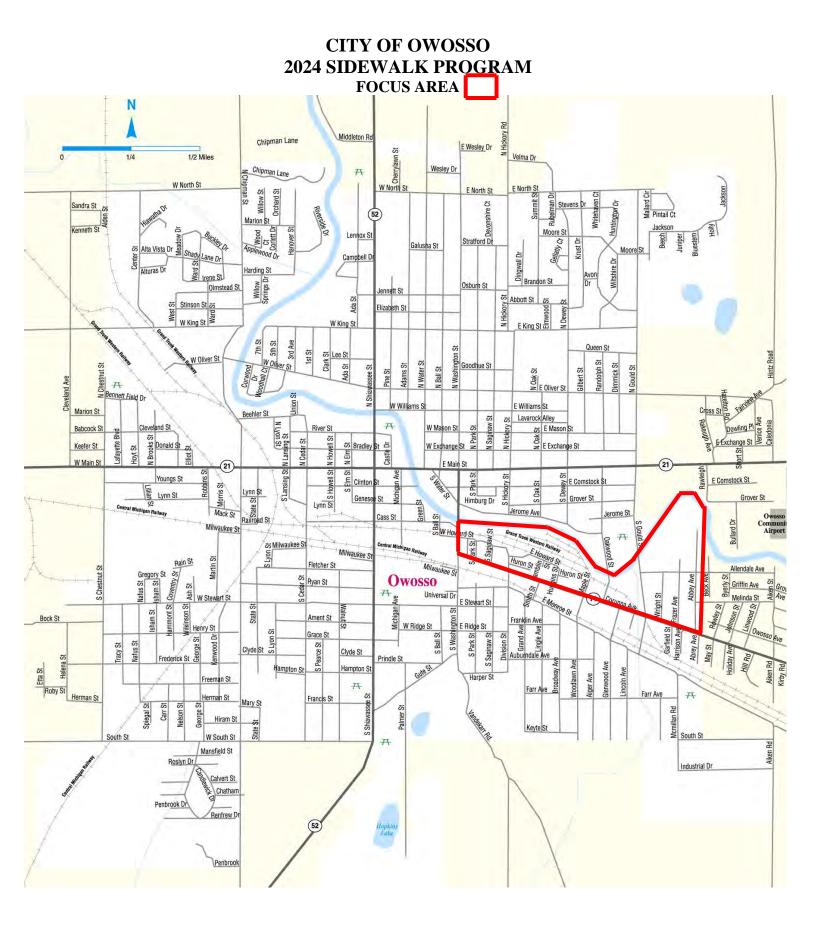
#### **ARTICLE VII - Indemnification**

To the fullest extent permitted by law, for any loss not covered by insurance under this contract; contractor shall indemnify, defend and hold harmless the city, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the contractor or anyone acting on the contractor's behalf under this contract. Contractor shall not be responsible to indemnify the city for losses or damages caused by or resulting from the city's sole negligence.

## **ARTICLE VIII - Entire agreement**

This contract represents the entire understanding between the city and the contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by the city and the contractor.

FOR CONTRACTOR	
Ву	
lts:	
Date:	
THE CITY OF OWOSSO	
Ву	Ву
lts: Robert J. Teich, Jr., Mayor	Its: Amy K. Kirkland, City Clerk
Date:	Date:



#### CITY OF OWOSSO BID TABULATION SHEET

#### DATE 2/6/2024 DEPT. Engineering

#### SUBJECT: 2024 SIDEWALK PROGRAM

Page 1 of 2			Engineer's Estimate				stimate	Lopez Concrete 4711 Burc Lansing 517-7	i Avenue 48910	Seifert Concrete LLC 5951 S State Road Ithaca, MI 48847 989-620-0158			
ITEM #	DESCRIPTION	EST. QTY	UNIT		UNIT PRICE	-	TOTAL	UNIT PRICE		TOTAL	UNIT PRICE		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	12,000	SFT	\$	7.50	\$	90,000.00	6.89	\$	82,680.00	7.25	\$	87,000.00
2	6" SIDEWALK REMOVAL & REPLACEMENT	3,000	SFT	\$	8.50	\$	25,500.00	7.89	Ş	23,670.00	8.25	\$	24,750.00
3	LAWN RESTORATION	9,000	SFT	\$	1.50	\$	13,500.00	0.90	s	8,100.00	1.50	\$	13,500.00
4	SAW CUT	3,000	FT	\$	2.50	\$	7,500.00	1.90	\$	5,700.00	2.00	\$	6,000.00
5	CURB REMOVAL & REPLACEMENT	350	FT	\$	50.00	S	17,500.00	40.00	\$	14,000.00	25.00	\$	8,750.00
E	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	200	SFT	\$	11.00	\$	2,200.00	9.90	\$	1,980.00	9.25	\$	1,850.00
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	\$	125.00	\$	2,500.00	70.00	\$	1,400.00	350.00	\$	7,000.00
	II		TOTAL BID			\$	158,700.00		\$ (	137,530.00	)	\$	148,850.00

								Green Tech Systems, LLC 214 Athlone Beach Bay City, MI 48706 989-737-8508			SP Powells S 170 W S Montrose 810-6	Street 48457	
ITEM #	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE		TOTAL		UNIT PRICE		TOTAL	UNIT PRICE		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	12,000	SFT	7.25	\$	87,000.00	\$	8.80	\$	105,600.00	8.75	\$	105,000.00
2	6" SIDEWALK REMOVAL & REPLACEMENT	3,000	SFT	9.50	\$	28,500.00	\$	9.80	\$	29,400.00	11.25	\$	33,750.00
3	LAWN RESTORATION	9,000	SFT	1.50	\$	13,500.00	\$	2.00	\$	18,000.00	1.50	\$	13,500.00
4	SAW CUT	3,000	FT	5.00	5	15,000.00	\$	1,00	\$	3,000.00	3.00	S	9,000.00
5	CURB REMOVAL & REPLACEMENT	350	FT	55.00	\$	19,250.00	\$	55.00	s	19,250.00	45.00	s	15,750.00
e	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	200	SFT	15.00	s	3,000.00	\$	10.80	\$	2,160.00	13.00	S	2,600.00
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	400.00	s	8,000.00	\$	100.00	s	2,000.00	80.00	5	1,600.00
			TOTAL BID		\$	174,250.00	-		\$	179,410.00		\$	181,200.00

DEPT. HEAD:	Clayten Wilmer	
PURCH. AGENT:	JAB. 2/12/2	-
STAFF REC.:	Lopez Concrete Construction, LLC	

GENERAL LIABILITY INSURANCE EXPIRATION DATE:	07/01/2024
WORKERS COMPENSATION INSURA EXPIRATION DATE:	NCE 07/01/2024
SOLE PROPRIETORSHIP EXPIRATION DATE:	N/A

AWARDED:

COUNCIL

APPROVED:

PO NUMBER:

202.463.818.000 FYE 6-30-25 expresse

#### CITY OF OWOSSO BID TABULATION SHEET

#### SUBJECT: 2024 SIDEWALK PROGRAM

DEPT. Engineering

DATE

Page 2 of 2				L.A. Construction Corporation 3453 N. Linden Road Flint, MI 48504 810-659-7565				Bearstone Construction LLC 4212 Drumheller Road Bath, MI 48808 517-903-6037				K. D. Cement, LLC 3250 New Farm Ct Suite 6 Commerce Township, MI 48390 248-896-2928		
		EST.			UNIT			UNIT				UNIT		
ITEM #	DESCRIPTION	QTY	UNIT		PRICE		TOTAL	PRICE		TOTAL		PRICE		TOTAL
1	4" SIDEWALK REMOVAL & REPLACEMENT	12,000	SFT	\$	10.00	\$	120,000.00	\$ 10.50	\$	126,000.00	\$	13.00	\$	156,000.00
2	6" SIDEWALK REMOVAL & REPLACEMENT	3,000	SFT	\$	11.25	S	33,750.00	\$ 12.50	\$	37,500.00	\$	14.00	\$	42,000.00
3	LAWN RESTORATION	9,000	SFT	\$	2.00	\$	18,000.00	\$ 3.25	\$	29,250.00	\$	1.20	\$	10,800.00
4	SAW CUT	3,000	FT	\$	2.00	\$	6,000.00	\$ 2.75	\$	8,250.00	\$	1.50	\$	4,500.00
5	CURB REMOVAL & REPLACEMENT	350	FT	\$	51.00	\$	17,850.00	\$ 55.00	\$	19,250.00	\$	65.00	\$	22,750.00
6	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	200	SFT	\$	15.00	\$	3,000.00	\$ 13.50	\$	2,700.00	\$	14.00	\$	2,800.00
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	\$	150.00	\$	3,000.00	\$ 50.00	\$	1,000.00	\$	65.00	\$	1,300.00
			TOTAL BID			\$	201,600.00		\$	223,950.00			\$	240,150.00

				Great Lakes Infrastructure P.O. Box 783 Linden, MI 48451 248-378-6439									
		EST.		UNIT			UNIT			UNIT			
ITEM #	DESCRIPTION	QTY	UNIT	PRICE		TOTAL	PRICE	т	TOTAL	PRICE		TOTAL	
1	4" SIDEWALK REMOVAL & REPLACEMENT	12,000	SFT	9.75	\$	117,000.00		\$	-		\$	-	
2	6" SIDEWALK REMOVAL & REPLACEMENT	3,000	SFT	15.89	\$	47,670.00		\$	-		\$	-	
3	LAWN RESTORATION	9,000	SFT	1.95	\$	17,550.00		\$	-		\$	-	
4	SAW CUT	3,000	FT	4.85	\$	14,550.00		\$	-		\$	-	
5	CURB REMOVAL & REPLACEMENT	350	FT	122.00	\$	42,700.00		\$	-		\$	-	
6	7" SIDEWALK RAMP REMOVAL AND REPLACEMENT	200	SFT	15.89	s	3,178.00		\$	-		\$	-	
7	DETECTABLE WARNING SURFACE, MODIFIED	20	FT	120.00	\$	2,400.00		\$	-		s	-	
			TOTAL BID		\$	245,048.00		\$	•		\$	•	

2/6/2024



## MEMORANDUM

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

<b>DATE.</b> FEDIUALV 20. 2024	DATE:	February 20, 2024
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**TO:** Mayor Teich and the Owosso City Council

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

**SUBJECT:** Tabletop Clamping Type Tire Changer Bid

## **RECOMMENDATION:**

Approval of the low responsive bid from Mohawk Lifts, LLC (Amsterdam, NY) for the Tabletop Clamping Type Tire Changer Bid in the amount of \$11,773.93 (includes delivery).

## BACKGROUND:

The fleet maintenance department at DPW has seen an increase in need for a light truck, passenger car, and equipment tire changer. With the large fleet the DPW currently maintains, and a Certified Master Mechanic setting up a routine maintenance program over the last two years. Which services our large fleet of light trucks, City Hall vehicles, and other equipment, the purchase of a tire changer is warranted. The utilization will: save maintenance time, reduce down time, reduce the need to send vehicles out for tire changing, and allow for more thorough inspections making for a safer working environment.

On February 6, 2024, the City received bids for a Tabletop Clamping Type Tire Changer. Three (3) contractor bids were received, with Mohawk Lifts, LLC confirmed as the low and responsible bidder.

## FISCAL IMPACTS:

The equipment will be funded by the Fleet Maintenance Fund Account 661-901-979.000, in the amount of \$11,773.93.

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

Attachments: (1) Resolution (2) Bid Tabulation

#### **RESOLUTION NO.**

#### AUTHORIZING THE EXECUTION OF PURCHASE ORDER WITH MOHAWK LIFTS, LLC FOR TABLETOP CLAMPING TYPE TIRE CHANGER

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that it is in the best interest of the public to maintain the City's large fleet of vehicles and equipment; and

WHEREAS, the City sought bids for a Tabletop Clamping Type Tire Changer to provide a safe working environment for staff while maintaining said equipment; and

WHEREAS, the City has sufficient funds to purchase said equipment from its fleet maintenance fund; and

WHEREAS, the City of Owosso sought bids for the Tabletop Clamping Type Tire Changer, and a bid was received from Mohawk Lifts, LLC and it is hereby determined Mohawk Lifts, LLC is qualified to provide said equipment and that it has submitted the lowest responsible and responsive bid.

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

- FIRST: The City of Owosso has heretofore determined that it is advisable, necessary and in the public interest to purchase one Hunter Engineering Company Tire Changer, Model TCX53H, and accessories, from Mohawk Lifts, LLC.
- SECOND: The contract for this purchase will be in the form of a City Purchase Order in the amount of \$11,773.93.
- THIRD: The accounts payable department is authorized to pay Mohawk Lifts, LLC for equipment supplied up to the purchase order amount of \$11,773.93.
- FOURTH: The above expenses shall be paid from account no. 661-901-979.000.

			CITY OF	owo	SSO BID TA	BUL	ATION SHEET				DATE		2/6/202
											DEPT.		DP
UBJECT:	Tabletop Clamping Type Tire			1				14					
	Changer			PO Am	hawk Lifts, I Box 110 65 \ sterdam, NY 3-842-1431	Vroor		Equipment Dist 10099 Radiance Fair Haven, MI 4 586-566-8870	Drive		Allied, Inc 240 Metty Drive, Ann Arbor, MI 48 734-260-2293		D
		EST.		T	UNIT	1	1/1	UNIT			UNIT		
ITEM #	DESCRIPTION	QTY	UNIT		PRICE		TOTAL	PRICE		TOTAL	PRICE		TOTAL
1	Performance tabletop tire			1									
_	changer	1	EA	\$	10,042.52	\$	10,042.52	9,451.84	\$	9,451.84	9,890.00	\$	9,890.00
2	Wheel lift kit	1	EA	\$	1,243.04	\$	1,243.04	1,210.88	\$	1,210.88	1,265.00	\$	1,265.00
3	TCX small wheel mount head	1	EA	\$	235.07	\$	235.07	259.57	\$	259.57	300.00	\$	300.00
4	AR 46 expander/reducer	1	EA	\$	253.30	\$	253.30	289.50	\$	289.50	280.00	\$	280.00
5	Shipping & Delivery	1	EA	\$	-	\$		625.00	\$	625.00	525.00	\$	525.00
14 UNC - 14 UNC	Total:			_		\$	11,773.93	STATE OF THE OWNER OWNER OF THE OWNER	\$	11,836.79		\$	12,260.0
EPT C	Thomas S. Wheeler		GENERAL LIABILITY INSURANCE				N/A	-	N/A	AWARDED:		NA	
URCH.	At - li-l-il		WORKERS CO	MPEN	SATION INSURA	ANCE		1		COUNCIL			
GENT:	DD 2/12/29			ORKERS COMPENSATION INSUR			1-2025			APPROVED:			
TAFF			SOLE PROPR	IETORS	SHIP								
EC.:	Mohawk Lifts, LLC	-	EXPIRATION I				N/A			PO NUMBER:			
60	21.901.979.000 Canyover from			_									



## MEMORANDUM

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

DATE: February 15, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Amy Fuller, Assistant City Manager

SUBJECT: Amos Gould House Real Estate Contract

#### **RECOMMENDATION:**

Staff recommends authorizing a contract with Ham Group Realty for the sale of the Amos Gould House.

#### BACKGROUND:

At their September 11, 2023 meeting the Owosso Historic Commission voted unanimously to sell the Amos Gould House. The Commission had originally purchased the home in 1979 and after 44 years was unable to find a sustainable use for the property while also being unable to afford the maintenance. On October 16, 2023, Owosso City Council approved the Owosso Historical Commission's request to sell the Amos Gould House located at 515 N Washington Street.

In December, City staff issued a request for proposals for real estate professionals. Staff reviewed the proposals and based on experience, qualifications and completeness of the proposal recommended Ham Group Realty. At their January 8 meeting, the Owosso Historical Commission voted to recommend Owosso City Council contract with Ham Group Realty for the sale of the Amos Gould House.

Ham Group Realty would list the property shortly after the completion of the contract. They are suggesting listing the property at \$359,900.00 and are requesting a \$495 transaction fee along with a 5% commission which would be reduced to 4% if Lucy Ham (owner/broker) sells it. Any purchase offers the Historical Commission would like to accept would come back to City Council for approval.

#### **RESOLUTION NO.**

#### AUTHORIZING CONTRACT WITH HAM GROUP REALTY FOR REAL ESTATE SERVICES IN THE SALE OF THE AMOS GOULD HOUSE

WHEREAS, the city of Owosso, Shiawassee County, Michigan, Owosso Historical Commission owns the Amos Gould House located at 515 N. Washington Street, Owosso, MI 48867; and

WHEREAS, the Owosso Historical Commission has decided the property is underused and maintenance costs are not sustainable; and

WHEREAS, the Owosso City Council has authorized the Owosso Historical Commission to sell the Amos Gould House.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that the City of Owosso does hereby accept the terms of the Agreement as received from Lucy ham Group, Inc. dba Ham Group Realty and that the City of Owosso does hereby specifically agree, but not by way of limitation, as follows:

- FIRST: The City of Owosso authorizes the contract with Lucy ham Group, Inc. dba Ham Group Realty, substantially in the form attached, for real estate services for the Amos Gould House.
- SECOND: The City of Owosso designates the Mayor and City Clerk as the authorized signers for contract.





# LISTING PLAN OF ACTION

## **Our Objectives Are the Following:**

- 1. To assist in getting as many qualified buyers as possible into your property until it is sold.
- 2. To communicate to you the results of our activities.
- 3. To assist you in negotiating the highest dollar value... between you and the buyer.

## The Following Are the Steps We Take to Get a Property Sold... The "Pro-Active Approach":

- 1. Submit your property to our local Multiple Listing Service and agreed upon websites.
- 2. Price your property competitively...to open the market vs. narrowing the market.
- 3. Promote your property at the company sales meeting.
- 4. Develop a list of features of your property for Brokers to use with their potential buyers.
- 5. Contact the top agents in the marketplace for their potential buyers.
- 6. Suggest and advise as to any changes you may want to make in your property to make it more saleable.
- 7. Constantly update you as to any changes in the marketplace.
- 8. Prospect a minimum of 5 hours per day and talk to a minimum of 75 people per day looking for potential buyers.
- Contact over the next seven days...buyer leads, sphere of influence and past clients for their referrals and prospective buyers.
- 10. Add additional exposure through a professional sign and lock-box.
- 11. Whenever possible, pre-qualify prospective buyers.
- 12. Keep you aware of the various methods of financing that a buyer might want to use.
- 13. Promote your property in our Main Street front window as space is available.
- 14. Property advertised on <u>www.Realtor.com</u>, <u>www.LucyHam.com</u>, Zillow, and Trulia and 93 other websites for residential and on CPIX, <u>www.LucyHam.com</u>, and 8 other websites for commercial.

 Telephone: 810-659-6569
 Fax: 810-659-6572
 Website: LucyHam.com

 Ann Arbor Area Board of Realtors
 Commercial Property Information Exchange of Michigan Flint Area Association of Realtors

 Toll Free # 888-960-2842

6/30/22

- 15. Buyer's agent from Lucy Ham Group to preview property on the first Tuesday the property is listed.
- 16. When possible have the cooperating Brokers in the area preview your property.
- 17. Follow-up on the salespeople who have shown your property...for their feedback and response.
- 18. Assist you in arranging interim financing...if necessary.
- 19. Represent you on all offer presentations...to assure you negotiate the best possible price and terms.
- 20. Handle all the follow-up upon a contract being accepted...all mortgage, title and other closing procedures.
- 21. Deliver your check at the closing.

Seller

Seller



## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS



Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting in not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules and regulations of the state and any applicable federal statutes or regulations.
  - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
  - (f) An accounting in timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information, obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent or the client.
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client.
  - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
  - (b) Acceptance of delivery and presentation of offers and counteroffers to but, sell or lease the client's property or the property the client seeks to purchase of lease
  - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and contingencies are satisfied or waived.
  - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
  - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers or real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship

#### SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer, which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

#### **BUYER'S AGENTS**

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has signed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller, which may be used to benefit the buyer.

Individual service may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

#### DUAL AGENTS

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

Disclosure Regarding Real Estate Agency Relationships Form K (05/10) Page 1 of 2

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

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

#### TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete the real estate transaction.

#### DESIGNATED AGENCY

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

#### LICENSEE DISCLOSURE (Check One)

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

Seller's agent (I will not be representing the buyer unless otherwise agreed in writing.)

Seller's agent - limited service agreement

Buyer's agent

Buyer's agent - limited service agreement

Dual agent

Transaction coordinator (A llcensee who is not acting as an agent of either the seller or the buyer.)

None of the above

#### AFFILIATED LICENSEE DISCLSOURE (Check One)

Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Date

Licensee Licensee

Date

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

V DOES NOT have a agency relationship with any other real estate licensee. If an agency relationship exists, DOES The undersigned

SELLER BUYER. the undersigned is represented as

#### ACKNOWLEDGEMENT:

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

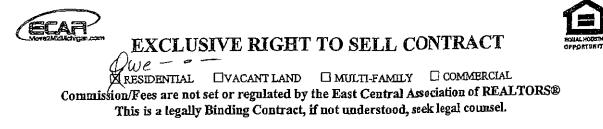
Potential Buyer/Seller (circle one)	Date	
Potential Buyer/Seller (circle one)	Date	

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



Disclosure Regarding Real Estate Agency Relationship Form K (05/10)

Page 2 of 2



, by and between This agreement entered into this (DATE) City of -Owosso REALTOR® and Lucy Ham Group, Inc. Seller(s) for property in the state of MICHIGAN and further identified herein, subject to all easements, right-of-way, reservations, restrictions and zoning laws applicable to the title thereof. For the consideration of the agreement of the REALTOR® to market said premises and to use the best efforts to find a purchaser, the undersigned gives to REALTOR® the sole and exclusive right and authority to offer for sale and to sell the real estate described hereon and the authorization to accept a deposit (of no less than \$ 5000,00 cash or terms set forth below, or any other price and for the price of \$ 359,900,00 terms seller(s) subsequently consents to in writing. 2<sup>nd</sup> MTG. □ MSHDA □ SIMPLE ASSUMP.\* 🗌 FHA 🕅 CASH Land Contract\* 🗆 VA □ FmHA FORMAL ASSUMP. Conv. MTG.

\*Seller understands that consummation of a sale or transfer of property described in this agreement shall not relieve the seller of any liability that the seller may have under the mortgage(s) or land contract(s) to which the property is subject, unless otherwise agreed to by the lender or vender or required by law or regulation.

\_ [ Interest \_\_\_\_

% incl/Phs Taxes & Ins. | Yrs. To Pay Off

\_\_\_\_\_ FHA/VA or Mortgage Points have been explained to Seller(s). Sellers(s) agree to pay maximum Initials points of \_\_\_\_\_%.

Dispute Resolution System has been explained to Seller(s).

| Mo. Pymt \$ \_\_\_

Land Copt. Dwg PmL \$

All improvements and fixtures are included in the purchase price including, if now in or on the property, the following: all buildings; landscaping; light fixtures and their shades and bulbs; ceiling fans; drapery and curtain hardware; window coverings, shades and blinds; built-in kitchen appliances, including garbage disposal, drop-in ranges and range hood, wall to wall carpeting, if attached; all attached mirrors; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on wood stoves and wood stoves connected by flue pipe; fireplace screens; inserts and grates; lifeplace doors, if attached; liquid heating and cooking fuels in tank(s) at time of transfer of possession (tanks will not be empty unless now empty); liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; all support equipment for inground pools; screen sand storm windows and doors; awnings; basketball backboard and goal; mailbox; fences; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property. Exceptions:

3 stoves

No personal property shall be included in this listing. In the event that personal property is to be transferred at the time of sale of the premises, separate documents will be used for the transfer of the personal property.

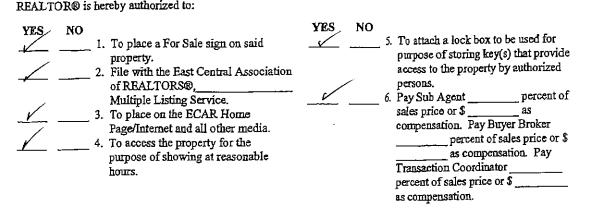
Least into the 72 of the second with 500 minutes and assessments in FULL this area then against the previous art the panets of the second of t

Seller(s) agree to pay said REALTOR® a commission of \$ 495 Transaction Fee and 78970 % of the listed or exchanged price or any other terms accepted by the Seller(s) if anyone

5% Commission 4% Commission if sold by Lucy

InstanetFORMS.

produces a purchaser ready, willing and able to purchase or exchange said property during the term of this listing; FURTHER, if within \_\_\_\_\_9 months after the expiration of this listing anyone, other than another broker, sells, trades or exchanges this property to anyone who learned of the property because of the REALTOR'S@ efforts during the listed term, the before stated commission will be paid by the Seller(s) to the REALTOR®. It is also agreed that in the event of a trade or exchange, REALTOR® is authorized to represent and receive compensation from both parties to the transaction. It is further agreed that in the event a transaction is not completed on account of default of the Purchaser, the amount of earnest money deposited herewith, but not in excess of commission due to REALTOR(S), shall be retained by said REALTOR(S) in payment for services rendered herein and the Seller hereby authorizes REALTOR(S) to declare said default in his name or otherwise.



Seller further grants the Real Estate Broker authorization to act as a DISCLOSED DUAL AGENT in the event Real Estate Broker or another licensee of the Real Estate Broker procures a buyer who has contracted with the Real Estate Broker as a Buyer's Agent.

If Seller terminates this Agreement prior to expiration date, the seller agrees to pay a early termination fee in the amount of <u>\$1,000</u>. If Main Floor - I'm mediate afe a cupancy Apartments - 5 ubject to tenants rights POSSESSION to be given as indicated by "X" immediately following closing; A days after closing by

POSSESSION to be given as indicated by "X" immediately following closing; immediately following; immediately following; imme

OTHER PRORATIONS: Interest, rents, water/sewer bills, condominium dues and association dues shall be prorated and adjusted as of the date of closing, if applicable. At the time of possession the Seller will have the property free and clear of trash and debris and will be in "Broom Clean" condition. Seller will maintain utilities and property in its present condition until time of possession including but not limited to lawn care and snow removal.

After acceptance of purchase agreement, Seller(s) agrees to furnish to purchaser a policy of title insurance equal to the sales price certified to a date subsequent to date of acceptance of offer.

Seller requests listing agent presents all offers. Additional Offers: Upon seller's acceptance of terms of any offer to purchase, REALTOR®/Broker shall not be obligated to present any other offers received after the day of acceptance, unless otherwise provided in this contract.

It is agreed to by the Broker and Seller(s) or Lessor(s), parties to this listing agreement, that as required by law, discrimination because of race, religion, color, sex, marital status, age, familial status, handicap or national origin by said parties in respect to the sale or lease of the subject property is prohibited. Seller(s) acknowledges that the data represented to REALTOR® and appearing on this contract, describing the subject property as being complete and accurate to the best of our ability. Seller(s) acknowledge that they are required to reveal in writing any material

EXCLUSIVE RIGHT TO SELL CONTRACT Form No. 016 (05/10) Page 2 of 3

InstanetFORMS.

defects of this property which could not be reasonably known by a potential purchaser and the omission of which tends or would tend to mislead or deceive a potential buyer. This listing shall expire at midnight on  $(DATE) = \frac{S - 2.44}{S - 2.44}$ 

The heirs, agents of assigns, or both REALTOR® and Seller(s) are bound by the terms hereof.

	$\sim$
Property located in the Village, Township, C	Sity of WOSS C
County of <u>hausse</u> , Michigan	
No. and Street 515 11 Washington St P	ost Office Quesse Zip 48867
J /	1 1 2 2 4
Private Road Ves No Legal Desc.	STS 1, 2, 3, 7
	iginal Plat
All Owner's Signatures Required	Owner's ,
The undersigned acknowledge that they have	Signature Date
exclusive right to sell above described property.	
Receipt of an executed copy of this listing contract is	Address
hereby acknowledged.	
2	Owner's
Listing	Signature Date
Broker Lucy Ham Gnoup, Inc.	
	Address
Agent	
Signature /////////	Owner's
- The	SignatureDate
Office Address 124 F Main Street	Address 301 W Main St
Address 124 / Main Stateet	
Flushing, MI 48433	(WOSSO, MI 48867
Phone 810-659-6569	Phone <u>B989-725-0577</u>
	C 989-494-7041

EXCLUSIVE RIGHT TO SELL CONTRACT Ferm No. 016 (05/10) Page 3 of 3 InstanetFORMS .





## TERMS & CONDITIONS ADDENDUM TO EXCLUSIVE RIGHT TO SELL/LEASE AGREEMENT

THIS IS A LEGAL AND BINDING CONTRACT - PLEASE READ CAREFULLY BEFORE SIGNING

The terms and conditions of this Addendum to the Exclusive Right to Sell/Lease Agreement are incorporated into the Agreement entered into on \_ between\_ ("Seller") and the Lucy Ham Group, Inc. ("Broker") granting the sole and exclusive right to sell that N Washington

certain real property described as 5/5The following terms are hereby agreed to by all parties:

1. MAINTENANCE & REPAIR: Seller is responsible for the maintenance, repair, safety, security, utilities, and monitoring of the property at all times. If the property is vacant, Seller will secure a third party to check on the property as reasonably needed, especially during the winter months. Seller is responsible for keeping the property safe for showings to prospective purchasers, including plowing driveways and walkways and providing adequate lighting to enter the property. Broker and Designated Licensee shall have no liability for fire, freeze-ups, theft, vandalism, or other damages of any nature to the properly which may occur as a result of the property being vacant.

2. UTILITIES: Seller will not turn off the electric prior to the transfer of ownership. Seller will allow the purchaser to change power over into the purchaser's name no later than one working day after recording date. Seller will maintain all utilities and provide insurance to the property through the date of the recording.

3. REFUSAL TO SELL PROPERTY: Should Broker secure a qualified and willing Buyer during the listing period whose offer would net the Seller equivalent to the full price offer with customary terms, and the Seller chooses not to accept the offer or complete the sale/lease, then Seller will owe Broker the full commission as agreed as if the sale/lease had closed. If there is an accepted offer with terms and conditions that have been accepted by Seller in writing, and Seller refuses to complete transaction, Seller will owe Broker commission as per listing agreement.

4. GUARANTEED SALE/LEASE: Seller understands that this Exclusive Right to Sell/Lease contract is not the Guaranteed Sale/Lease Program contract, and that the Guaranteed Sale/Lease Program requires an additional agreement between the parties.

5. EXPIRATION OF LISTING: Seller authorizes Broker to automatically renew the listing in MLS on a month to month basis. The Listing Agreement shall remain in full force. Should the Seller decide to take the home off the market during this month to month period, Seller agrees to notify listing Realtor in writing, and will release home from the market with no penalty or fees charged to Seller. This will allow the LUCY HAM GROUP, INC. to continue all marketing efforts without losing any marketing time during this time period of transition.

6. TITLE AND EXISTING ENCUMBRANCES: Seller agrees to provide good and marketable title to the property at the time of closing. The property is currently encumbered by the following liens:

□ 1st Mortgage □ 2nd Mortgage □ Home Equity Loan □ Other\_

Athis Property is not encumbered by any mortgage, lien, or other security instrument.

Loan Payments are current. □ Yes O No

The property is currently under foreclosure proceedings. T Yes

#### "Mid-Michigan's Leading Realtor®"

Website: lucyham.com Telephone: 810-659-6569 Fax: 810-659-6572 Ann Arbor Area Board of Realtors Commercial Property Information Exchange of Michigan East Central Association of Realtors® Toll Free 888-960-2842

2.2.21

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7. SHOWINGS: Our mutual objective in marketing your property is to present it to as many potential Buyers as possible. During the viewing of your home visitors will have general access to rooms in your home, basement and garage. While the Lucy Ham Group, inc. will exercise care and caution as is feasible, we cannot undertake the responsibility for damages to furnishings or losses caused by theft or the mysterious disappearance of personal property. PLEASE SECURE jewelry, cash, firearms, prescription medication and other valuables while your home is on the market for sale. As an additional precautionary measure for you and for the safety of others who enter your home during showings, please make sure that you take appropriate precautions to make your home and premises safe.

8. Each price adjustment invokes a 60 day extension to the Exclusive Right to Sell contract.

9. Unless otherwise specified, all offer to purchase contracts will be negotiated by phone, email or fax, by the Agents of the Lucy Ham Group, Inc.

10. Seller gives Listing Agent authority for licensed or unlicensed assistants, photographer or home inspector to access the property as required.

11. Seller is responsible to provide current Seller's Disclosure Statement, as required. If unavailable at time of Listing it is the Seller's responsibility to obtain as soon as possible.

12. If applicable, Seller is responsible for obtaining all required condominium or homeowner association documents.

13. We/i understand that the Lucy Ham Group, Inc. represents us as a Realtor. If the Lucy Ham Group, Inc. is helping us apply for a bank short sale with our lender, we/I understand that because of the bank short sale process on our home the Lucy Ham Group, Inc. does not warrant or guarantee future financing on the home mentioned above or on another home. Due to the fact that we/I am making all the financial decisions with my lender, we/I hold the Lucy Ham Group, Inc. harmless from any legal, tax, financial and bank short sale outcomes.

14. We/I understand that the Lucy Ham Group, Inc. is not acting as an attorney, tax advisor, surveyor, appraiser, environmental expert or structural or mechanical engineer, and that we/i should contact professionals on these matters.

15. Lauthorize the Lucy Ham Group, Inc. to give my contact information to their Preferred Partners as needed.

SELLER HAS READ AND RECEIVED A COPY OF THIS AGREEMENT.

DATE

LUCY HAM GROUP, INC.

Υ.	
SELLER	DATE
F	
SELLER	DATE

2

HAM GROUP	
WWWLucyHam.com	HIS;
in the second second	



Seller Cash Prod	<u>ceeds Estimate</u>	
Property Address $515$ Seller's Name $City of$	N Washingto. Owosso	n St.
Selling Price	\$_359,900	
Current Mortgage Balance		
Second Mortgage/ Equity Loan Balan	ce	
Unpaid Taxes/Liens/Special Assessm	ents	
City Certifications		
Commission <u>5</u> % 4%;fco(d by Luc) Transaction Fee	17.995 495	The City of Owosso is
Michigan Transfer Tax (.86%)	3095 K	exempt from State and — County Transfer Tax per
Owner's Title Policy	2699	MCLA 207.526(6)(h)(i) and MCL 207.505(5)(h)(i)
Sellers Concessions%		and MCL 207.505(5)(11)(
Home Warranty Plan		
Well & Septic Inspection		
Sewer/Water Escrow (\$400.00)	4	
Other Prorate Rent	s <u> </u>	
Other		
Total Selling Expenses:	24,284	
Approximate Proceeds to Seller	\$ 335,616	
Less Rent: 30 Day 60	Day	
Plus Tax Proration and Escrow:	Ð	
Balance	\$	
Prepared By / unit fam	Seller <u>K</u>	
Date	Seller <u>}</u>	

This form provides an estimate of typical expenses associated with the sale of real estate and is not a complete closing statement.

"Mid-Michigan's Leading Realtor®"

 Telephone: 810-659-6569
 Fax: 810-659-6572
 Website: lucyham.com

 Ann Arbor Area Board of Realtors®
 Commercial Property Information Exchange of Michigan
 East Central Association of Realtors®

 Toll Free 888-960-2842
 8.04.22





## HAM GROUP REALTY / HAM COMMERCIAL

## **Real Estate Affiliated Business Arrangement Disclosure**

NOTICE DATE: (Da	ite of Contract)	
TO: (Consumer) _	City of Owosso	
PROPERTY: (Subje	ect Property) 515 N Washington St	-

This is to give you notice that the company(s) listed below has a business relationship with the Ham Group Realty / Ham Commercial, 124 E. Main St., Flushing, MI 48433. There exists a marketing and advertising relationship between the parties to maximize promotional opportunities. There are no agreements, arrangements, or any other type of fee splitting or the giving or receiving of anything of value for any referral of settlement service business. The companies believe that their affiliation and co-branding is solely based upon the quality of service each party brings to its client base. However, because of this relationship, this contact may provide the parties listed with a financial or other benefit.

## COMPANY NAME

- Guard Home Warranty
- Cason Home Loans
- 15173 North Rd., Fenton MI 48430

27475 Ferry Rd., Warrenville IL 60555

- First State Bank 32991 Hamilton Court, Farmington Hills, MI 48334
- Liberty Title
- Ross Mortgage
- 11407 S. Saginaw Street, Grand Blanc, MI 48439 2075 W. Big Beaver Rd., Suite 700, Troy, MI 48084
- Ross Mortgage 2075 W. Big Beaver Rd., Suite 700, 1109, Wil 48084
- Transnation Title (Mason Burgess Division)
- 5402 Gateway Center, Suite A, Flint, MI 48507

You are <u>not</u> required to use the listed provider(s) as a condition for settlement of your loan on the subject property.

There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

All fees, if any, charged and/or collected by any of these companies, purposed real estate settlement for the subject property, will be estimated and reflected in written disclosures of estimated fees and will be provided in accordance with CFPB/RESPA guidelines, specifically disclosed the Loan Estimate (LE) as required.

## Acknowledgement

I/WE understand that there is a relationship between the Ham Group Realty /Ham Commercial and the settlement service providers named above. These company(s) may include: Builder/Developer, Title Company. Attorney, Realtor, Broker, Mortgage Company, Bank, Home Warranty Company, Home inspector, and/or Insurance Company.

I/We have read this disclosure form. I/We agree and understand that the Ham Group Realty /Ham Commercial may provide me/us contract information to use the above described settlement service(s) and that its agents, and/or the Companies listed above may receive a financial or other benefit from any such relationship.

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

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_\_ Printed Name\_\_\_\_\_\_

08/10/23 shw

Google Docs: Real Estate Affiliated Business Arrangement Disclosure

Service Coordinator & Lucy Ham

ANN ARBOR AREA	R	BOARD	OF REALTORS®
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**Property Address:** 

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.

hina

Seller's Disclosure Statement

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

instructions to the Seller. (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) if some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase

agreement so provides a	O Yes O No O Unknown O Not Available	Lawn sprinkler system	⊖Yes ⊖No ⊖Unknown ⊖Not Available
Range/oven	O Yes O No O Unknown O Not Available	Water heater	OYes ONo OUnknown ONot Available
Dishwasher		Plumbing system	O Yes O No O Unknown O Not Available
Refrigerator	O Yes O No O Unknown O Not Available	Fidinburg system	
	⊖Yes ⊖No ⊖Unknown ⊖Not Available	Water softener/conditioner	⊖Yes ⊖No ⊖Unknown ⊖Not Available
Hood/fan		Well & pump	O Yes O No O Unknown O Not Available
Disposal	O Yes O No O Unknown O Not Available	Septic tank & drain field	O Yes O No O Unknown O Not Available
TV antenna, rotor & Controls	; 🔿 Yes 🔿 No 🔿 Unknown 🔿 Not Available		
	⊖Yes ⊖No ⊖Unknown ⊖Not Available	Sump pump	🔿 Yes 🔿 No 📿 Unknown 🔿 Not Available
Electrical System		City water system	⊖Yes ⊖No ⊖Unknown ⊖Not Available
Garage dr opener & remote	O Yes O No O Unknown O Not Available	City sewer system	OYes ONo OUnknown ONot Available
Alarm system	Offes Ond Obliniowit Onerhouse		
•	⊖Yes ⊖No ⊖Unknown ⊖Not Available	Central air conditioning	⊖Yes ⊖No ⊖Unknown ⊖Not Available
Intercom	O Yes O No O Unknown O Not Available	Central heating system	OYes ONo OUnknown ONot Available
Central vacuum		Wall furnace	OYes ONo OUnknown ONot Available
Attician			
an it i liti utaania	Yes () No () Unknown () Not Available	Solar heating system	⊖Yes ⊖No ⊖Unknown ⊖Not Available
		Humidifier	OYes ONo OUnknown ONot Available
Microwave		Electronic air filter	OYes ONo OUnknown ONot Available
Trash compactor			
	⊖Yes ⊖No ⊖Unknown ⊖Not Avallable	Fireplace & chimney	⊖Yes ⊖No ⊖Unknown ⊖Not Available
Ceiling fan		Wood burning system	OYes ONo OUnknown ONot Available
Sauna/hot tub		Dryer	O Yes O No O Unknown O Not Available
Washer	Old Che Convicting Constant	1	
Explanations:			and ar avcent as noted without warranty
(attach additional sheets if r	ecessary): Unless otherwise agreed, all househo	d appliances are sold in worki	ig older except as noted, without that a s
beyond date of dosing.	ovements & additional information:		∩Yes ONo
Property Conditions, Impl	Has there been evidence of water?		
<ol> <li>Basement/Crawispace If yes, please explain:</li> </ol>			
2. Insulation: Describe, it	f known: am Insulation (UFFI) is installed?		Ounknown OYes ONo
			OYes ONo
3. Roof: Leaks?			
Approximate age if kn			
4. Weil: Type of well (dep	oth/diameter, age, and repair history, if known):		O Yes No
Has the water been tes	sted?		
if yes, date of last repo	IVIESUIS.		
		-	SETTLER'S INITIALS

BUYER'S INITIALS

ANN ARBOR AREA	R	BOARD	Of	REALTORS®
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AN	IN ARBOR AREA IN BOARD OF REALIONS		
Pro	operty Address 515 N Washington St		
5.	Septic tanks/drain fields: Condition, if known:		
6.	Heating system: Type/approximate age:	<u> </u>	
7.	Plumbing system: Type: Ocopper Ogalvanized Oother		
	Any known problems?		
8.	Electrical system: Any known problems?		
9.	History of infestation, if any: (termites, carpenter ants, etc.)		
to, a	Environmental problems: Are you aware of any substances, materials, or products that maybe an environmental haz asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.	ard such as, but not limi OUnknown OYes (	ited O No
	es, please explain:	OUnknown () Yes (	ON₀
	Flood Insurance: Do you have flood insurance on the property? Mineral Rights: Do you own the mineral rights?	OUnknown OYes (	ON₀
	er items: Are you aware of any of the following: Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways or responsibility for maintenance may have an effect on the property?	-	ie use () No
2. 3.	Any encroachments, easements, zoning violations, or nonconforming uses? Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeown authority over the property? Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?	Ounknown OYes ( Ounknown OYes (	s any O No
4. F	Studening, flooding, drainage, structural, or grading problems?	OUnknown OYes (	O No
5. 4	Major damage to the property from fire, wind, floods, or landslides?	⊖Unknown ⊖Yes (	ON₀
6. 7	Any underground storage tanks?	OUnknown OYes (	() No
7. 8.	Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?	⊖Unkлown ()Yes (	ON₀
o. 9.	Any outstanding utility assessments or fees, including any natural gas main extension surcharge?	OUnknown () Yes (	() No
	Any outstanding municipal assessments or fees?	OUnknown OYes (	ON₀
10.	Any pending litigation that could affect the property or the Seller's right to convey the property?	OUnknown OYes (	ON₀
lí th	the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:	:	
	and the balance of the property from o (date) to o	· · · · · · · · · · · · · · · · · · ·	date).
	Seller has lived in the residence on the property norm	(c	date).
The	Seller has owned the property since	· _ · _ ·	•
арр	Seller has owned the property since Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur liance systems of this property from the date of this form to the date of closing. Seller will immediately disclose the chan If the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.		nt
Sell	re certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller Should Describe the statement is true and correct to the best of Seller's knowledge as of the date of	THE CONDITION OF T	HE
PRO	OPERTY, THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANT	TERIA.	
	ers are advised that certain information compiled pursuant to the Sex Offenders Registration Act of 1994 PA 295, MCL 26 public. Buyers seeking such information should contact the appropriate local law enforcementagency or Sheriff's Depart	i dinesite din tempi	
Buy	public Buyers seeking such information should contact be appropriate residence exemption information, and other real pr er is advised that the State Equalized Value of the property, principal residence exemption information, and other real pr ilable from the appropriate local assessor's office. Buyer should not assume that buyer's future tax bills on the property w sent tax bills. Under Michigan Law, real property tax obligations can change significantly when property is transferred.	roperty tax into mation	ieller's
•	Date		

Seller	Date
Seller -	Date
Buyer has read and acknowledges receipt of this statement.	Pintformage
Buyer	Date
Buver	Date

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

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	ASSOCIATION

# FAAR MLS STATUS REPORT



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PLEASE ENTER THE MLS NUMBER EXACTLY AS SHOWN ON THE LISTING. WITHOUT THE EXACT MLS N NUMBER, YOUR LISTING CAN NOT BE CHANGED. IN FACT, IT MAY CHANGE SOMEONE ELSE'S LISTING.

STREET #: <u>515</u>	STREET NAME:	K	Washin	gton	St	MLS #
			·	5		

SALE PRICE:			DATE CLOSED:	SED: OTHER OFF-MARKETS		BACK-ON MARKETS	
SALE OFFICE NO:	Closed Pending	- Check One:		MM DD YY		CHECK ONE B	ELOW:
NON-MEMBER CHECK ( ) SALES PERSON	Conv. Fixe	ed (CF)FHA		ISHDA (ST) ssumption and Contract (LC) Sher (OT)	Dea	ioved   Fell - Reissue   Fell - Off Market	
PERMANENT ID NO:		(11,11					
COMPLETE FOR	R CLOSED SALI	ES:					
(DP) Down Payment	(INT) Interest Rate	(PTS) \$\$ Discount Points Paid By Seller	(CSTS) Buyers Costs Paid By Seller	(TRM) Term Years	(BAL) Balloon Date	(TAX) Taxes Pro-rated	(ESC) Escrow Reimbursement
\$	%	\$	\$			Y / N	Y / N
CHANGES EXTEND EXPIRE			S, CORRECTIONS O CHANGE PRICE T	PR EXTENSIONS	CHANGE	TERMS TO:	
OTHER REMARI	KS:				·		
Company Name: Broker Signature:	Kuen W. He	Office Office	ce ID No.: Reported to MLS:			ature: <u>K</u> stare: <u>}</u>	
Broker Signature: (	1	Dan	Reported to MLS:				Status

	AFFILIATED BUSINESS ARRA	ANGEMENT DISCLOSURE NOTICE	
To:		Property Address: 57.5 N	Washington St
	Buyer(s)/Mortgagor(s) City of Quesso	Quosso, MI	48867
	Seller(s)		

From: HAM GROUP REALTY

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

This is to give you notice Lucy Ham Group, Inc. dba Ham Group Realty has a business relationship with Title American Agency, LLC. Specifically, Lucy Ham and Justin Ham are members of Adelia Holdings, LLC, which owns a 15% Class B Membership Interest in Title American Agency, LLC. OFTA Ventures, LLC also owns a portion of Title American Agency, LLC. Title American Agency, LLC has a business relationship with Transnation Title Agency, a settlement agent. OFTA Ventures, LLC is wholly owned by OFTA, LLC, which also owns, in part, Transnation Title Agency. Because of these relationships, this referral may provide Lucy Ham, Justin Ham and OFTA, LLC a financial or other benefit.

Set forth helow are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

## Title American Agency - Estimated range of charges for title insurance:

ALTA Owner's Policy (Basic Coverage)

\$375.00 for the first \$20,000 of liability, plus \$2.50-\$6.40 for each additional \$1,000 of liability.

## ALTA Homeowner's Policy (Expanded Coverage)

\$425.00 for the first \$20,000 of liability, plus \$2.65-\$6.70 for each additional \$1,000 of liability.

ALTA Loan Policy

\$295.00 for the first \$20,000 of liability, plus \$1.40-\$3.85 for each additional \$1,000 of liability.

#### ALTA Expanded Coverage Residential Loan Policy

\$335.00 for the first \$20,000 of liability, plus \$1.55-\$3.50 for each additional \$1,000 of liability. \*Endorsements to policies will be charged in accordance with the underwriter's filed rates.

## Transnation Title Agency - Estimated range of charges for closing/settlement services:

Closing Fees for Purchase with Mortgage \$400 - \$1,000 Closing Fees for Refinance \$99-\$500 Recording Processing Fees \$5.00 each document Courier Fees \$20-\$30 each package Wire Fees \$15-\$30 each wire \*Additional fees may be applicable depending on the needs of the transaction and parties.

#### ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Ham Realty Group is referring me/us to purchase the above-described settlement service(s) and that Lucy Ham and Justin Ham may receive a financial or other benefit as the result of this referral.

Buyer/Mortgagor Date Buyer/Mortgagor Date Seller Date Date Date Date



MORTGAGE PAYOFF/ASSUMPTION REQUEST AUTHORIZATION
Date:
Lender: <u>None</u>
Loan No.:
Lender Ph. No.:
Property: 515 N Washington St Owosso 48867
Borrower(s):
TaxiD/SS#: $EIN^{\pm}$
Commitment No.:
Please be advised that the above referenced property is being sold.
You are hereby authorized to furnish Transnation Title Agency Mason Burgess Division with the following:
Written payoff figures as of with a daily rate noted.
Written assumption figures, monthly payment, interest rate, prepayment penalty and escrow balance.
Please note if a formal release of liability is required.
We request a formal release of liability from this loan.
Insurance and tax information.
LENDER: Please furnish to us a statement of the amount necessary to pay in full including any amounts deferred due to a forbearance or modification agreement. If the borrower entered into a forbearance agreement and you are not the entity servicing any deferred amounts, please provide the contact information for the entity who is. PLEASE FORWARD TO:
Transnation Title Agency Mason Burgess Division 5402 Gateway Center, Suite A, Flint, MI 48507 Phone: 810-396-3200 FAX: 810-396-3210 Email: flintpackages@transmi.com
We have not entered into a forbearance or modification agreement with the lender, or We have entered into a forbearance or modification agreement, and provided payoff information above.
Κ
X

1



## DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Dated: *⊚W*as Built In: Our Home At Seller

#### Seller:

#### Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 in notified that such property might present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on leadbased paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## NOTE: IF THE HOUSING BEING LISTED OR SOLD WAS BUILT IN 1978 OR AFTER - YOU DO NOT HAVE TO FILL OUT THE REMAINDER OF THIS FORM.

#### Seller's Disclosure (initial)

(A) Presence of lead-based paint and/or lead-based paint hazards (check one below):

[] Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain)

- A Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and Reports available to the seller (check one below): [] Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or tead-base hazards in the housing (list documents below):

-W Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgement (initial)

(C) Purchaser has received copies of all information listed above.

- (D) Purchaser has received the pamphlet Protect Your Family From Lead In Your Home.
- (E) Purchaser has (check one below):

[] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards, or ....

[] Waived the opportunity to conduct a risk assessment for the presence of lead-based and or lead-based paint hazards.

## Agent/s Acknowledgement (initial)

(F) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibilities to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	_ Date:	Purchaser.	_ Date:
Seller+	_Date:	Purchaser:	_ Date:
ACONT XWIMHAM	Date:	Agent:	_ Date:

Note: Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead In Your Home for more information.





Liability Release

Memorandum of Agreement made and entered into by and between the undersigned BROKER and the undersigned OWNER, in the manner following:

Whereas, the OWNER, as part of its services of the BROKER to market its real estate hereinafter described: and

Whereas, the BROKER, as part of its services in marketing the real estate of the OWNER, is willing to arrange showing and/or open house, in order to present the real estate to as many potential purchasers as possible, and

Whereas, the BROKER will encourage visitors to inspect the real estate and will have its representative or selling agent on the premises to answer any questions; Now, therefore, it is mutual covenanted and agreed as follows:

- That the OWNER will place all personal and/or valuable items in secure and safe places.
- That the OWNER assumes all responsibility for the theft, damage, loss, mysterious disappearance of any personal property, or personal injury that may occur during home showings.

That the OWNER agrees and grants BROKER permission to place interior homes pictures on the internet.

• That the OWNER shall indemnify and hold harmless BROKER and BROKER'S AGENTS and SUBAGENTS from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of showing of OWNER'S home pursuant to the Listing. If the Property becomes vacant during this Listing, OWNER should notify OWNER'S casualty insurance company. BROKER is not responsible for the security of the Property, nor for inspecting the Property on a periodic basis.

• As advised by Michigan Association of Realtors, "it is illegal to use any audio (eavesdropping) devices during showings. Michigan law generally permits video surveillance of one's own home for security purposes without disclosure."

Dated		<u> </u>
Property Address5	15 11 Washington	St
Ham Group Realty		
Sales Associate	Owner	
	Owner	
	"Mid-Michigan's Leading Realtor®"	
Telephone: 810-659-6569	Fax: 810-659-6572 mmercial Property Information Exchange of Michigan Ea	Website: lucyham.comAnn Arbo ast Central Association of Realtors®
Area Board of Realforse Co	Toll Free 888-960-2842	1.28.21



# Warrant 640 February 13, 2024

Date	Vendor	Description	Fund	Amount
2-13-2024	Gould Law PC	Services from January 9, 2024 through February 13, 2024	Various	\$13,819.78
			Total	\$13,819.78



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0570 • FAX (989) 723-8854

# **MEMORANDUM**

DATE: February 13, 2024

TO: Owosso City Council

FROM: Brad Barrett, Finance Director

SUBJECT: Fiscal Year Ending 6-30-2024 – 6-Month Budget Amendments

Please find attached FY 2023-2024 budget amendments. These amendments are necessary to be compliant with City of Owosso charter (Chapter 8) and Public Act 2 of 1968 (MCL 141.434 - 141.437).

## **HIGHLIGHTS**

## General Fund (101)

City Council	education/training/conference attendance
Treasury	updated personnel expense allocations
Election	new department added due to early voting expenses

## Major Street Fund (202) / Local Street (203)

Trunkline(s)	actual MDOT Trunkline expenditures
Construction	Center Street project

## OMS/DD Revolving Loan Fund (239)

Revenue	investment earnings
Gen Services	bad debt – write off of IHM Enterprises loan (bankruptcy)

## **Downtown Development Authority Fund (248)**

DDA reviewed and approved their budget amendments at their January 3, 2024 meeting.

Gen Services reclassification of debt payment to Transfer to General Fund

## Housing & Redevelopment Fund (254)

Revenue	grant revenue and developer match revenue
Gen Services	grant expenses and developer match expenses

Grants: MEDC CDBG Rental Rehabilitation and MSHDA Neighborhood Enhancement Program

## OBRA-Dist#9 Robbins Loft (273)

Revenue Local Stabilization Authority funds and investment earnings

## OBRA-Dist#16 Qdoba (276)

Professional Services legal fees

## OBRA-Dist#20 J&H Oil (277)

Professional Services administration fee and SET reimbursement to state of Michigan

## **Opioid Settlement Fund (284)**

Revenue National Opioids Settlement Trust Fund distributions

## ARPA – American Rescue Plan Act (284)

Revenue	investment earnings
Transfers Out	anticipated transfers to other funds per approved spending plan

## **Historical Sites Fund (297)**

Revenue	sales/private donations/residential rental income
Gould House	apartment refrigerator replacement / legal services

## Waste Water Fund (599)

Revenue	CWSRF grant and bond funds / updated revenue associated with
	community service agreement

Capital Outlay CWSRF funded projects

## **Special Assessment Funds**

## **RECOMMENDATION:**

Adopt Fiscal Year Ending 6-30-2024 second quarter / 6-month budget amendments as presented.

## **RESOLUTION NO.**

## GENERAL APPROPRIATIONS ACT (BUDGET) 6 MONTH BUDGET AMENDMENTS FOR FYE 6-30-2024

**WHEREAS**, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council has received the proposed budget for the fiscal year beginning July 1, 2023 and held a public hearing on May 1, 2023 and;

**WHEREAS**, pursuant to Chapter 8, Section 5 of the Owosso City Charter, the City Council approved the budget for the fiscal year beginning July 1, 2023 on May 15, 2023; and

**NOW, THEREFORE, BE IT FUTHER RESOLVED THAT** the City Council of the City of Owosso hereby adopts the amended Fiscal Year 2023 – 2024 Budget with six month amendments reflected below:

## **Section 1: Estimated Expenditures**

The following appropriations are hereby amended for the operations of the City Government and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

FUND NUMBER	NAME OF FUND	AMENDED APPROPRIATIONS
101	GENERAL FUND	
Department 101	CITY COUNCIL	8,060
Department 171	CITY MANAGER	326,390
Department 201	FINANCE	244,107
Department 210	CITY ATTORNEY	120,000
Department 215	CLERK	319,829
Department 228	<b>INFORMATION &amp; TECHNOLOGY</b>	294,655
Department 253	TREASURY	233,555
Department 257	ASSESSING	214,442
Department 261	GENERAL ADMIN	401,557
Department 262	ELECTION	63,561
Department 265	BUILDING & GROUNDS	203,875
Department 270	HUMAN RESOURCES	219,575
Department 301	POLICE	3,151,114
Department 336	FIRE	3,228,294
Department 371	BUILDING AND SAFETY	29,880
Department 441	PUBLIC WORKS	610,091
Department 528	LEAF AND BRUSH COLLECTION	317,813
Department 585	PARKING	37,444
Department 720	COMMUNITY DEVELOPMENT	80,376
Department 751	PARKS	429,758
Department 966	TRANSFERS OUT	81,921
TOTAL GENERAL FUND APPROPRIATIONS		10,616,297

202	MAJOR STREET FUND	3,366,551
203	LOCAL STREET FUND	1,659,537
208	PARK/RECREATION SITES FUND	26,016
239	OMS/DDA REVLG LOAN FUND	43,971
243	OBRA #12 WOODWARD LOFT	134,142
	DOWNTOWN DEVELOPMENT	
248	AUTHORITY	376,995
249	BUILDING INSPECTION FUND	267,114
254	HOUSING & REDEVELOPMENT	1,299,746
259	OBRA-DIST#15 -ARMORY BUILDING	48,472
	OBRA FUND-DISTRICT #17 CARGILL	
272	(PREV #8)	178,719
273	OBRA #9 ROBBINS LOFT	1,200
276	OBRA FUND DISTRICT #16 - QDOBA	31,472
277	OBRA FUND DISTRICT #20 - J&H OIL	53,786
283	OBRA FUND-DISTRICT#3-TIAL	20,142
287	ARPA - AMERICAN RESCUE PLAN ACT	1,387,873
297	HISTORICAL FUND	58,630
	GENERAL DEBT SERVICE (VOTED	
301	BONDS)	782,750
1.00	CAPITAL PROJECTS-BUILDING	10.101
469	AUTHORITY	10,194
588	TRANSPORTATION FUND	84,073
590	SEWER FUND	3,227,186
591	WATER FUND	12,559,365
599	WASTEWATER FUND	24,851,098
661	FLEET MAINTENANCE FUND	1,603,614

## Section 2: Estimated Revenues

The following revenues are hereby amended of the City Government for the fiscal year beginning July 1, 2023 and ending June 30, 2024 to meet the foregoing appropriations:

FUND NUMBER	NAME OF FUND	AMENDED REVENUES
101	GENERAL FUND	10,666,180
202	MAJOR STREET FUND	2,405,692
203	LOCAL STREET FUND	1,098,820
208	PARK/RECREATION SITES FUND	5,046
239	OMS/DDA REVLG LOAN FUND	30,750
243	OBRA #12 WOODWARD LOFT	134,192
	DOWNTOWN DEVELOPMENT	
248	AUTHORITY	367,788
249	BUILDING INSPECTION FUND	362,111
254	HOUSING & REDEVELOPMENT	1,303,962
259	OBRA-DIST#15 -ARMORY BUILDING	48,717

	OBRA FUND-DISTRICT #17 CARGILL	
272	(PREV #8)	198,942
273	OBRA #9 ROBBINS LOFT	5,821
276	OBRA FUND DISTRICT #16 - QDOBA	28,814
277	OBRA FUND DISTRICT #20 - J&H OIL	53,950
283	OBRA FUND-DISTRICT#3-TIAL	15,597
284	OPIOID SETTLEMENT FUND	5,185
287	ARPA - AMERICAN RESCUE PLAN ACT	30,000
297	HISTORICAL FUND	64,852
	GENERAL DEBT SERVICE (VOTED	
301	BONDS)	672,803
	CAPITAL PROJECTS-BUILDING	
469	AUTHORITY	325
588	TRANSPORTATION FUND	29,074
590	SEWER FUND	3,322,420
591	WATER FUND	11,661,938
599	WASTEWATER FUND	24,856,975
661	FLEET MAINTENANCE FUND	936,106
858	2013 SPECIAL ASSESSMENT	1,071
864	2016 SPECIAL ASSESSMENT	3,507
865	2017 SPECIAL ASSESSMENTS	14,505
866	2018 SPECIAL ASSESSMENTS	44,874
867	2019 SPECIAL ASSESSMENTS	18,562
868	2020 SPECIAL ASSESSMENTS	18,221
869	2021-20XX SPECIAL ASSESSMENTS	131,059

## Section 3: Adoption of Budget by Reference

The general fund budget of the City of Owosso is hereby amended and adopted by reference, with revenues and activity expenditures as indicated in Sections 1 and 2 of this act.

## Section 4: City Council Adoption



## MEMORANDUM

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

DATE:	February	15	2024
	rebruary	10,	2029

TO: City Council

**FROM:** Amy Fuller, Assistant City Manager

**SUBJECT:** \$4.4 million for CIS trail connections and improvements.

#### **RECOMMENDATION:**

Staff recommends accepting a contract with the Michigan Department of Transportation for \$4.4 million for trail connections and improvements from Priest Rd in Shiawassee County to Oakwood Avenue in the city of Owosso.

#### BACKGROUND:

Connecting the Clinton-Ionia-Shiawassee (CIS) trail to the city of Owosso has been a goal of the city's Master Plan for over 10 years. The trail currently ends approximately two miles west of Owosso at Priest Rd. Both city staff and community members have worked diligently on this project over the years. Recently, city staff met with Senator Singh and discussed possible ways to move the project forward. The Senator was able to earmark \$4.4 million for connecting the CIS trail to Owosso and the existing James Miner Trail. Improvements to the existing trail along Jerome Street were also included in the budget.

The state-earmarked funds will be provided to the city of Owosso through a grant from the Michigan Department of Transportation. There is no match requirement for this grant. Design work for the trail would begin immediately after funding is received and construction would take place in two phases over 2025 and 2026.

#### FISCAL IMPACTS:

The state grant funds will cover the entire cost of the project.

#### **RESOLUTION NO.**

#### ACCEPTING CONTRACT NO. 24-5073 WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR TRAIL CONNECTIONS AND IMPROVEMENTS FROM PRIEST ROAD TO OAKWOOD AVENUE

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has determined that park and recreation facilities are important to the community as a whole; and

WHEREAS, the City of Owosso, has applied for and been selected for \$4.4 million (\$4,400,000.00) in funding through the Fiscal Year 2024 State Earmark approved via Public Act 119 of 2023 by the State of Michigan, to be used for trail connections and improvements from Priest Road in Shiawassee County to Oakwood Avenue in the city of Owosso; and

WHEREAS, the trail connections and improvements will bring the Clinton – Ionia – Shiawassee Trail into the city of Owosso and connect it with the James S. Miner River Walk and will allow for both visitors and residents to utilize the regional trail and provide enhanced recreation opportunities.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that the City of Owosso does hereby accept the terms of Contract No. 24-5073 as received from the Michigan Department of Transportation, and that the City of Owosso does hereby specifically agree, but not by way of limitation, as follows:

- FIRST: The City of Owosso commits to construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
- SECOND: The City of Owosso designates the City Manager as the authorized signer for said contract.

## MICHIGAN DEPARTMENT OF TRANSPORTATION

### CITY OF OWOSSO

### CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT), of 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909, and the CITY OF OWOSSO (AGENCY) of 301 West Main Street, Owosso, Michigan 48867, in accordance with 2023 Public Act 119, effective August 1, 2023, for the purpose of establishing the amount of the Legislative Earmark (EARMARK) to the AGENCY, and setting forth the services to be provided as a result of such earmark. The sponsor of this EARMARK is State Senator Sam Singh.

The EARMARK is to be expended on approved projects. MDOT is responsible for administering these funds.

MDOT and the AGENCY recognize and affirm that the funds provided under this Contract shall not be used for any purpose other than those provided in 2023 Public Act 119, and as provided herein. No funds may be expended prior to the effective date of this act, unless approved by the State Budget Office, and no expenditures shall be reimbursed outside of the PROJECT purpose. All funds shall be expended by September 30, 2028, any unspent funds will be returned to the state treasury at that time. An extension may be granted by the State Budget Office. This Contract must be executed by June 1, 2024 or the grant funds will be returned to the state treasury.

This Contract sets forth a grant from MDOT to the AGENCY for the completion of Fred Meijer Clinton-Ionia-Shiawassee Trail connections and improvements beginning at Priest Road, Shiawassee County to Oakwood Avenue, City of Owosso (PROJECT).

The Parties agree that:

The AGENCY will:

- 1. Undertake and complete the PROJECT in accordance with the terms and conditions of this Contract.
- 2. The PROJECT cost will be paid for by EARMARK funds. EARMARK funds will be applied to the PROJECT costs at a participation ratio of 100 percent up to an amount not to exceed \$4,400,000. The AGENCY will be responsible for all costs in excess of the funds shown above.

3. The AGENCY must request payment by submitting a Request for Payment Form (Exhibit A) and a Project Cost Reporting & Certification Form (Exhibit B) to MDOT annually and upon completion of the PROJECT.

The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

- 4. Certify that the PROJECT shall be in compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed and obtain all permits, licenses, and other authorizations that are required for the performance of the PROJECT.
- 5. Ensure that any unspent or misused above-mentioned funds at PROJECT completion are lapsed back to the EARMARK Fund.
- 6. For auditing processes, all records, including executed contracts, are to be maintained for seven years from the date of the project completion date. MDOT, or its representative, may inspect, copy, or audit the Records at any reasonable time after giving reasonable notice. The AGENCY shall respond to all reasonable information requests from MDOT related to PROJECT expenditures and retain PROJECT records for a period of not less than 7 years, and the PROJECT may be subject to monitoring, site visits, and audits as determined by MDOT.
- 7. If the construction of the PROJECT is to be contracted, certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances. Selection of Consultants and subcontracts will be in conformance with the AGENCY's contracting process.
- 8. If the construction of the PROJECT is to be contracted, ensure the contractor who is awarded the contract for the construction of the PROJECT has the appropriate bonds/liability insurance.

## MDOT will:

9. Make payments on a milestone basis, with lump sum payments to be made upon the accomplishment of defined milestones, as set forth below, and will not exceed the maximum amount in Section 2.

Milestones		
Receipt of Exhibit A (Initial Payment)	\$2,200,000	50%
Initial Payment has been fully expended (Final	\$2,200,000	50%
Payment)		
Total	\$4,400,000	<u>100%</u>

10. May conduct a follow-up review of work activity.

## IT IS FURTHER AGREED THAT:

- 11. 2004 Public Act 533 requires that payments under this Contract be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).
- 12. Each party to this Contract will remain responsible for any claims arising out of the performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

- 13. The parties will consider the PROJECT to be complete when certified by the agency. This certification is not intended to nor does it relieve the AGENCY of any of its obligations and responsibilities herein.
- 14. This Contract will be in effect from the date of award through the estimated construction completion date on Exhibit A. All documented costs associated with this project are eligible for reimbursement, not to exceed the amount shown in Section 2 of this Contract.
- 15. Prior to expiration, the time for completion of performance under this Contract may be extended by MDOT upon written request and justification from the AGENCY. Upon approval and authorization by MDOT, a written time extension amendment will be prepared and issued by MDOT. Any such extension will not operate as a waiver by MDOT of any of its rights herein set forth.

- 16. In connection with the performance of SERVICES under this Contract, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
- 17. This Contract may be terminated at such time as may be agreed upon by both parties or by either party giving thirty (30) days written notice to the other party. Furthermore, it may be modified at any time as agreed upon by both parties. In the event, the AGENCY terminates this Contract; it will make full repayment to MDOT.
- 18. Failure to submit all required forms and/or failure to comply with Contract terms may result in withholding of future Act 51 funds.
- 19. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of this Contract will govern.

This Contract will become binding on the parties and of full force and effect upon signing 20. by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF OWOSSO

## MICHIGAN DEPARTMENT OF TRANSPORTATION



## REQUEST FOR PAYMENT - EXHIBIT A LOCAL AGENCY PROGRAMS

In order to receive payment, this form must be completed and returned to MDOT Local Agency Programs. E-mail completed form to Kristen Sullivan at <u>SullivanK4@Michigan.gov</u>.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	
ESTIMATED CONSTRUCTION COMPLETION DATE	
APPROVED GRANT AMOUNT	
ESTIMATED PROJECT BUDGET	
SPONSOR NAME	
AMOUNT OF PAYMENT REQUEST	

#### CERTIFICATIONS

I certify that the PROJECT complies with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and the local government(s) in the area(s) in which the PROJECT is performed; and further, that all permits, licenses, and other authorizations required for the performance of the PROJECT will be obtained.

**FOR CONTRACTED PROJECTS:** I certify that the construction contracting procedures followed for the PROJECT will be based on an open competitive bid process; and further, that the construction contract for the PROJECT will be publicly advertised and awarded based on the lowest responsive and responsible bid, in accordance with applicable State and local statutes, regulations, and ordinances.

If this PROJECT will be contracted, initial here

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME AND TITLE		
AGENCY FEDERAL ID NUMBER	E-MAIL ADDRESS		PHONE NUMBER	DATE
AGENCY ADDRESS				
VENDOR NUMBER IN SIGMA VSS (If known)				
INITIAL PAYMENT				
FINAL PAYMENT - If the initial 50% of the payment has been fully expended, initial here				
TIME EXTENSION (Requested SBO approval, if applicable)				

FOR MDOT USE ONLY	
RECEIVED AND REVIEWED BY MDOT LOCAL AGENCY ANALYST	DATE

#### PROJECT COST REPORTING AND CERTIFICATION - EXHIBIT B LOCAL AGENCY PROGRAMS

Complete and return this form annually by November 1st <u>AND</u> within 30 days of completion of the project and final payment of construction costs. E-mail completed form to Kristen Sullivan at <u>SullivanK4@Michigan.gov</u>.

CONTRACT NUMBER	
GRANTEE	
ROUTE NAME	
LOCATION DESCRIPTION	

(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Unspent Balance of Grant	\$
(1) Total Eligible Project Costs	\$
(2) Total Grant Amount	\$
(3) Total Unspent Funds To Be Returned To MDOT (Total original grant amount <u>minus</u> the total eligible costs.)	\$

#### CERTIFICATIONS

(1) I certify that the PROJECT is being or has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

(2) I certify that the final costs reported with this form are accurate and that all items for which payment has been requested are eligible for payment with the grant funds.

(3) If construction of the project was contracted, I certify that the contracting procedures followed in connection with the administration of the construction contract for the PROJECT were based on an open competitive bid process and that the construction contract for the PROJECT was publicly advertised and awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State and local statutes, regulations, and ordinances.

If this project was constructed by force account, initial here

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		PRINTED NAME & TITLE		
AGENCY FEDERAL ID NUMBER	E-MAIL		PHONE NUMBER	DATE

#### FOR MDOT USE ONLY

RECEIVED BY MDOT LOCAL AGENCY PROGRAM ENGINEER	DATE

**COPIES:** MDOT Transportation Service Center and MDOT Contract Services Division.

### APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



## MEMORANDUM

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

DATE:	February 15, 2024

TO: Mayor Teich and the Owosso City Council

FROM: Amy Fuller, Assistant City Manager

**SUBJECT:** Amos Gould House Deed Restrictions

#### **RECOMMENDATION:**

Staff recommends approving deed restrictions for the Amos Gould House.

#### BACKGROUND:

At their September 11, 2023 meeting the Owosso Historical Commission voted unanimously to sell the Amos Gould House. The Commission had originally purchased the home in 1979 and after 44 years was unable to find a sustainable use for the property while also being unable to afford the maintenance. On October 16, 2023, Owosso City Council approved the Owosso Historical Commission's request to sell the Amos Gould House located at 515 N Washington Street. At this time, the City Council also requested the Commission create deed restrictions to protect the historical character of the home.

The Commission has spent the last several months working with the city attorney to create deed restrictions they believe will preserve the historical aesthetics of the home without being so restrictive that potential buyers would be deterred. They approved draft deed restrictions at their January 8, 2024 meeting. The suggested deed restrictions would require any significant exterior alterations to the home and carriage house to be approved by the city of Owosso. This includes reconfiguring entryways, expanding the dwelling, and limiting the exterior color to neutral tones.

The Amos Gould House is zoned R-2 Residential District. This district allows single-family to four-family dwelling units. A use other than residential (i.e. place of worship, community center, or school) is considered a special land use and requires approval by the Planning Commission.

#### **RESOLUTION NO.**

#### AUTHORIZING DEED RESTRICTIONS FOR THE AMOS GOULD HOUSE

WHEREAS, the city of Owosso, Shiawassee County, Michigan, Historical Commission owns the Amos Gould House located at 515 N. Washington Street, Owosso, MI 48867; and

WHEREAS, the Historical Commission has decided the property is under used and maintenance costs are not sustainable; and

WHEREAS, the Owosso City Council has authorized the Historical Commission to sell the Amos Gould House; and

WHEREAS, the City Council has decided to sell the house with deed restrictions in order to preserve the historic aesthetics of the property.

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 the deed restrictions for the Amos Gould House located at 515 N. Washington Street, Owosso, MI 48867 substantially in the form attached.

## WARRANTY DEED WITH DEED RESTRICTIONS

On \_\_\_\_\_\_, 2024, the City of Owosso, a Michigan municipal corporation, whose address is 301 West Main Street, Owosso, Michigan (Grantor), conveys and warrants to \_\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_\_ (Grantee), the real property commonly known as the "Gould House" located at 515 North Washington Street, City of Owosso, County of Shiawassee, State of Michigan, and further described as:

# Lots 1,2,3, and 4, in Block 33, of the Original Plat of the Village (now City) of Owosso, Shiawassee County, Michigan

for **\$\_\_\_\_\_**,

This deed is made subject to any and all restrictions, easements and right-of-way, if any, applying to said premises, including restrictions made a part of this deed and attached hereto at the time of signing and recording.

## **CITY OF OWOSSO**

Dated: \_\_\_\_/2024

Robert Teich Jr. Its: Mayor

STATE OF MICHIGAN)SHIAWASSEE COUNTY)

Amy Kirkland Its: City Clerk

The foregoing instrument was acknowledged before me in Shiawassee County, Michigan, by Robert Teich Jr., Mayor of the City of Owosso, and Amy Kirkland, Clerk for the City of Owosso, a Michigan municipal corporation, on behalf of the Michigan municipal corporation.

Drafted by and when recorded return to:

Gould Law, P.C. Scott J. Gould (P76101) 114 East Main Street Suite 218 Owosso, Michigan 48867

Send subsequent tax bills to:

515 N. Washington Street Owosso, Michigan 48867

**Recording Fee:** 

**Transfer Tax:** 

RE:

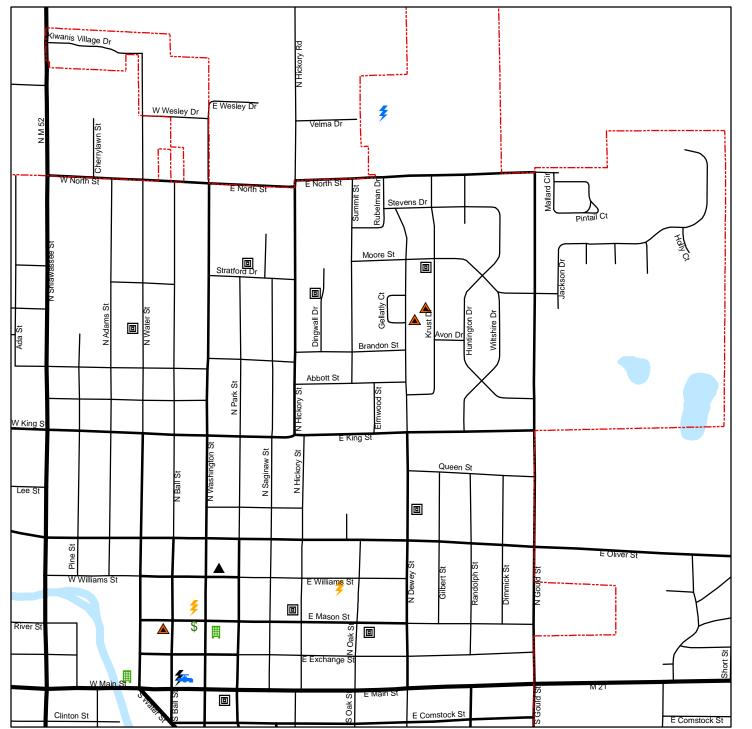
# Lots 1,2,3, and 4, in Block 33, of the Original Plat of the Village (now City) of Owosso, Shiawassee County, Michigan.

These Deed Restrictions attached to and made a part of the Warranty Deed covering the sale of the premises to the Purchaser (Grantee) are covenants running with the land and are binding upon all the heirs, personal representatives, assignees, and subsequent purchasers from the Purchaser herein and are in addition to the zoning restrictions and uses applicable to the said real estate by virtue of the zoning regulations of the City of Owosso, Shiawassee County, Michigan.

- 1. The Grantee accepts that no significant exterior alterations (e.g. the installation of siding that is not era appropriate to the Dwelling's original construction or the reconfiguration of entryways, or new construction that expands the area/size of the Dwelling, etc.) will be made to the property without prior written permission from the City of Owosso (Grantor), its successors or assigns. It is the intention of the Grantor to preserve the historical exterior aesthetics both in a neutral color (colors which are muted shades that appear to lack color but often have underlying hues that change with different lighting, e.g. beige, taupe, gray, cream, etc.) and features as of the date of the Dwelling's original construction and/or the state of the Dwelling as of the date of this Deed. The term "Dwelling" shall be inclusive of the carriage house.
- 2. If the Grantee intends to undertake future work contrary to the aforementioned restriction that may affect the Property, the Grantee must give 45 days prior written notice to the Grantor through the Owosso City Clerk.
- 3. These restrictions shall run with the land and be binding on the Grantee, its successors and assigns. The Grantee agrees to provide notice of the Restrictions in any deed or other legal instrument in which it divests itself of either fee simple title or some other lesser estate in the Property.
- 4. This Deed constitutes the entire agreement between the parties and may only be amended in writing by the Grantee with the written approval of the Grantor. No amendment will be effective unless it is executed in the same manner as this Deed was originally executed, expressly refers to this Deed and is recorded in the Register of Deeds Office in the County of Shiawassee.
- 5. If any provision of this Deed or the restrictions within or any amendment thereto is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of the Deed and such action will not affect the enforceability of the remaining provisions of the Deed.
- 6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein contained or to restrain violation thereof or to recover damages, or both, which action may be brought by the City of Owosso.

From:	Building Department
То:	Owosso City Council
Report Month:	JANUARY 2024

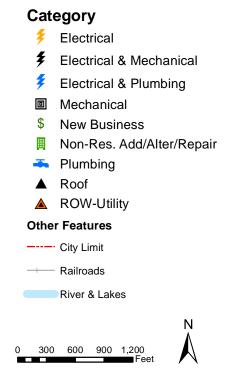
Category	Estimated Cost	Permit Fee	Number of Permits
Electrical	\$0	\$4,080	10
FENCE PERMIT	\$0	\$170	2
FOUNDATION - RESIDENTIAL	\$17,800	\$415	1
Mechanical	\$0	\$6,735	33
NEW BUSINESS	\$0	\$75	1
NON-RES. ADD/ALTER/REPAIR	\$855,000	\$9,302	2
Plumbing	\$0	\$780	3
RES. ADD/ALTER/REPAIR	\$25,000	\$365	1
ROOF	\$78,198	\$1,150	5
ROW-UTILITY	\$0	\$200	4
SIDING	\$1,200	\$90	1
Totals	\$977,198	\$23,362	63
2023 COMPARISON TOTALS			
JANUARY 2023	\$589,125	\$17,055	72

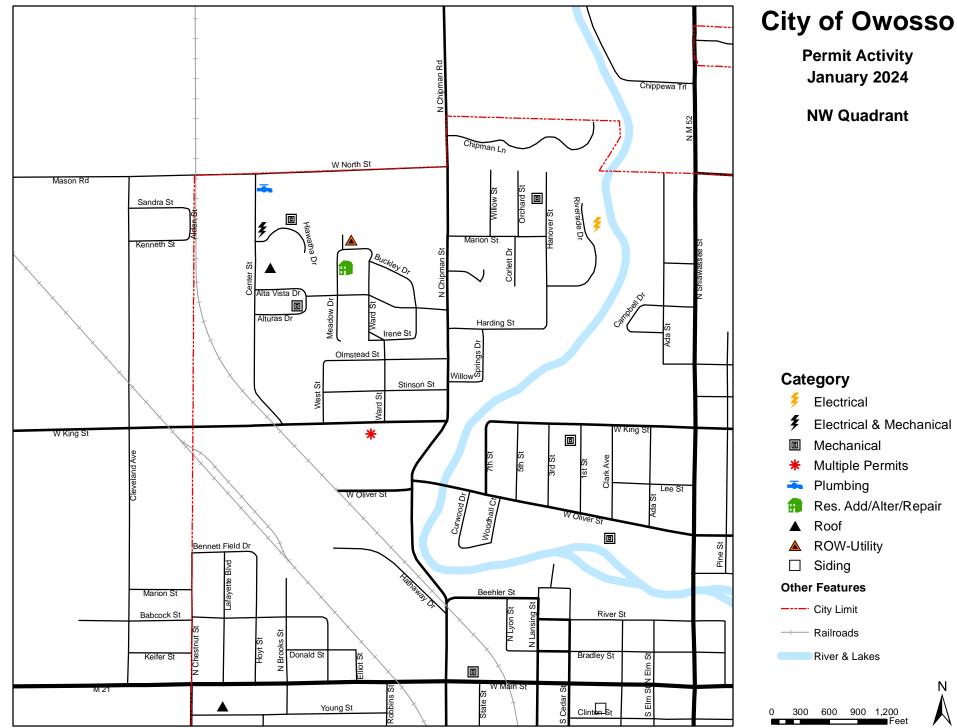


## **City of Owosso**

Permit Activity January 2024

**NE Quadrant** 

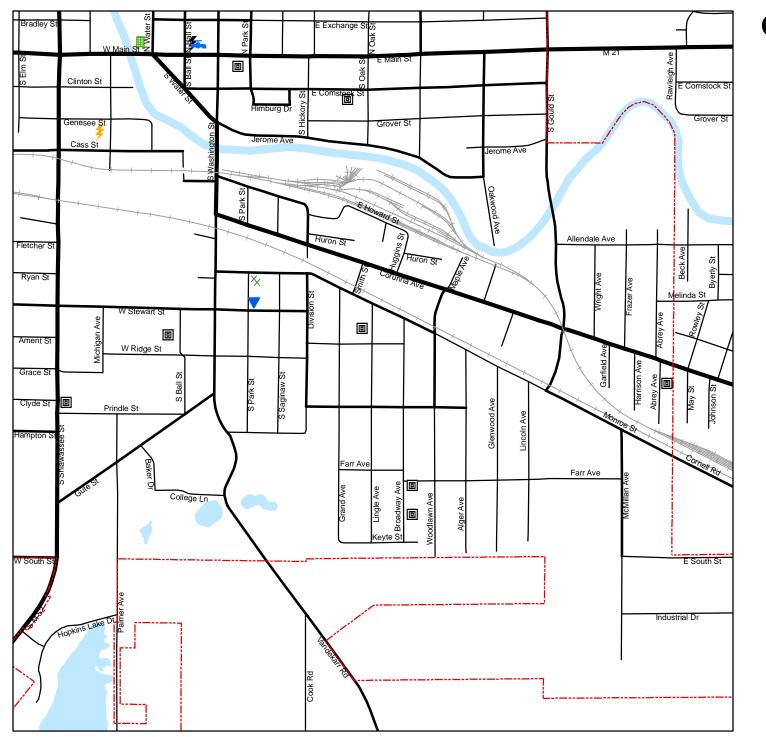




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**Permit Activity** 

**NW Quadrant** 

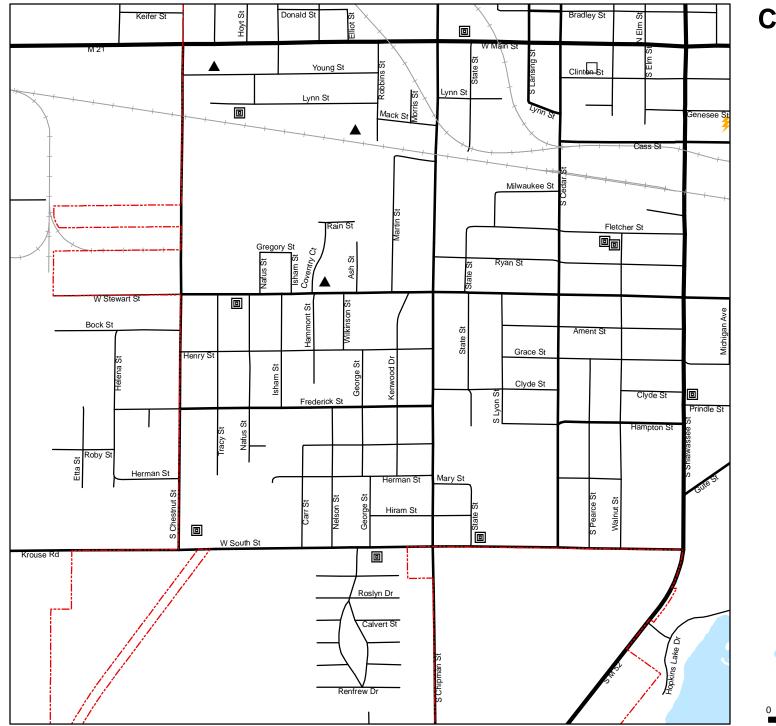


## **City of Owosso**

Permit Activity January 2024

SE Quadrant





## **City of Owosso**

Permit Activity January 2024

SW Quadrant

Category Electrical Mechanical A Roof Siding Other Features City Limit Railroads River & Lakes

N

Feet

02/01/24

Enf. Number	Address	Previous Status	c	urrent Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ANIMALS									
ENF 23-1339	LAFAYETTE BLVD	RESOLVED	CLOSED		12/11/2023	01/08/2024		01/08/2024	N
				Total Entries	1				
	<u>:S</u>								
ENF 23-1415	CHIPMAN ST	RESOLVED	CLOSED		12/28/2023	01/04/2024		01/04/2024	Y
				Total Entries	1				
AUTO REP/	<u>JUNK VEH</u> 								
ENF 23-0706	CORUNNA AVE	INSPECTED PROPERTY	3RD TICK	ET ISSUED	07/13/2023	01/10/2024	02/12/2024		N
ENF 23-1364	STEWART ST	LETTER SENT	CLOSED		12/13/2023	12/28/2023		01/04/2024	Ν
ENF 24-0038	BEEHLER ST	INSPECTED PROPERTY	REF TO F	POLICE	01/18/2024	01/18/2024	02/01/2024		N
				Total Entries	3				
<u>BRUSH PILI</u>	<u>ES</u>								
ENF 23-1379	HAMPTON AVE	CONTACT WITH OWNER	RECHEC	K SCHEDULED	12/14/2023	01/02/2024	04/30/2024		Ν
				Total Entries	1				
BUILDING V	<u>′IOL</u>								
ENF 18-0622	OLIVER ST	INSPECTED PROPERTY	REF TO C	CITY ATTY	08/10/2018	01/17/2024	02/22/2024		IND
				Total Entries	1				
BUILDING V	<u>/IOL</u>								
ENF 23-0569	WOODLAWN AVE	INSPECTED PROPERTY	PENDING	S 1ST TICKET	06/12/2023	01/09/2024	02/06/2024		N
ENF 23-0960	ALGER AVE	INSPECTED PROPERTY	LETTER	SENT	09/07/2023	01/30/2024	04/01/2024		N
ENF 22-0425	WOODLAWN AVE	INSPECTED PROPERTY	RECHEC	K SCHEDULED	04/12/2022	01/22/2024	02/22/2024		N
ENF 23-1382	WOODLAWN AVE	LETTER SENT	RECHEC	K SCHEDULED	12/18/2023	01/18/2024	02/15/2024		N
ENF 23-0578	CHIPMAN ST	LETTER SENT	2ND NOT	ICE SENT	06/12/2023	01/17/2024	02/14/2024		СОММ

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 20-0748	MARTIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	09/16/2020	01/30/2024	03/04/2024		VAC
ENF 23-0254	YOUNG ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	03/21/2023	01/18/2024	02/08/2024		VAC
ENF 23-0542	GROVER ST	INSPECTED PROPERTY	CLOSED	06/06/2023	01/18/2024		01/18/2024	Y
ENF 23-0631	SAGINAW ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/22/2023	01/18/2024	02/19/2024		N
ENF 22-0677	SHIAWASSEE ST	INSPECTED PROPERTY	COURT ORDER	05/19/2022	01/16/2024	03/14/2024		VAC
ENF 20-0972	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/18/2020	01/08/2024	02/12/2024		N
ENF 22-0067	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/24/2022	01/25/2024	03/27/2024		N
ENF 22-1586	EXCHANGE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2022	01/18/2024	02/22/2024		СОММ
ENF 23-0612	EXCHANGE	INSPECTED PROPERTY	REF TO CITY ATTY	06/20/2023	01/11/2024	02/07/2024		N
ENF 21-0307	WASHINGTON ST	INSPECTED PROPERTY	LETTER SENT	03/03/2021	01/09/2024	04/01/2024		СОММ
ENF 22-1352	CORUNNA AVE	CONTACT WITH CONTRACTOR	PENDING PERMIT APPLICATION	10/03/2022	01/31/2024	03/04/2024		N
ENF 19-0167	TRACY ST	INSPECTED PROPERTY	REF TO CITY ATTY	03/15/2019	01/03/2024	04/01/2024		N
ENF 23-1007	TRACY ST	INSPECTED PROPERTY	RED-TAGGED	09/21/2023	01/03/2024	04/01/2024		N
ENF 24-0041	FREDERICK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/18/2024	01/18/2024	04/18/2024		N
ENF 24-0074	HENRY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/31/2024	01/31/2024	02/05/2024		N
ENF 23-0785	GENESEE ST	INSPECTED PROPERTY	LETTER SENT	07/26/2023	01/09/2024	02/05/2024		N
ENF 22-0167	CEDAR ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/15/2022	01/09/2024	02/05/2024		N
ENF 22-1131	MASON ST	INSPECTED PROPERTY	3RD TICKET ISSUED	08/10/2022	01/09/2024	02/06/2024		Y
ENF 20-0720	HURON ST	INSPECTED PROPERTY	REF TO BLDG OFFICIAL	09/10/2020	01/23/2024	02/03/2024		N
				• •				

Total Entries 24

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
DRAIN ISSU	I <u>ES</u>							
ENF 24-0053	SHIAWASSEE ST	COMPLAINT LOGGED	LETTER SENT	01/23/2024	01/23/2024	02/06/2024		Ν
ENF 24-0056	DEVONSHIRE CT	INSPECTED PROPERTY	CLOSED	01/24/2024	01/24/2024		01/24/2024	N
		-	Total Entries	2				
EXTERIOR I	PAINT/SIDING							
ENF 21-0040	WOODLAWN AVE	INSPECTED PROPERTY	1ST TICKET ISSUED	01/12/2021	01/25/2024	02/26/2024		N
ENF 20-0143	LYNN ST	CONTACT WITH OWNER	EXTENSION GRANTED	03/05/2020	01/26/2024	04/30/2024		N
ENF 22-0213	BRADLEY ST	INSPECTED PROPERTY	CLOSED	02/24/2022	01/25/2024		01/25/2024	N
			Total Entries	3				
FENCE VIOI	LATION							
ENF 24-0001	GOODHUE ST	CONTACT WITH OWNER	EXTENSION GRANTED	01/02/2024	01/10/2024	05/30/2024		Y
ENF 23-1277	HATHAWAY DR	INSPECTED PROPERTY	EMAILED OWNER	11/21/2023	01/23/2024	02/06/2024		COMM
			Total Entries	2				
FIRE DAMA	<u>GE</u>							
ENF 24-0034	MILWAUKEE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/17/2024	01/17/2024	02/07/2024		Y
ENF 23-0174	HICKORY ST	INSPECTED PROPERTY	RED-TAGGED	02/23/2023	01/18/2024	02/22/2024		VAC
ENF 23-0866	CORUNNA AVE	RESOLVED	CLOSED	08/15/2023	01/10/2024		01/10/2024	Y
ENF 22-0193	CHIPMAN ST	INSPECTED PROPERTY	REF TO CITY ATTY	02/21/2022	01/17/2024	02/19/2024		Y
ENF 23-0940	CASS ST	RESOLVED	CLOSED	09/05/2023	01/09/2024		01/09/2024	N
ENF 23-0941	CASS ST	INSPECTED PROPERTY	RE-INSPECT PENDING	09/05/2023	01/09/2024	02/08/2024		N
ENF 23-1003	CASS ST	INSPECTED PROPERTY	CONTACT WITH HOMEOWNER	8 09/19/2023	01/18/2024	02/08/2024		N

Enf. Number	Address	Previous Status	с	urrent Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0701	EXCHANGE ST	INSPECTED PROPERTY	RECHEC	SCHEDULED	07/12/2023	01/09/2024	02/08/2024		N
				Total Entries	8				
FRONT YAR	<u>RD PARKING</u>		-						
ENF 24-0057	WATER ST	RESOLVED	CLOSED		01/24/2024	01/31/2024		01/31/2024	N
ENF 24-0009	STEWART ST	RESOLVED	CLOSED		01/04/2024	01/10/2024		01/10/2024	Ν
ENF 24-0019	CHIPMAN ST	RESOLVED	CLOSED		01/09/2024	01/16/2024		01/16/2024	N
ENF 24-0018	CHIPMAN ST	RESOLVED	CLOSED		01/09/2024	01/23/2024		01/23/2024	N
ENF 24-0054	KING ST	RESOLVED	CLOSED		01/24/2024	01/31/2024		01/31/2024	N
ENF 24-0048	BROADWAY AVE	RESOLVED	CLOSED		01/22/2024	01/29/2024		01/29/2024	N
ENF 24-0067	RIVER ST	INSPECTED PROPERTY	LETTER S	ENT	01/29/2024	01/29/2024	02/06/2024		Y
ENF 24-0026	MICHIGAN AVE	RESOLVED	CLOSED		01/11/2024	01/16/2024		01/16/2024	N
ENF 24-0030	HAMMONT ST	RESOLVED	CLOSED		01/16/2024	01/30/2024		01/30/2024	N
				Total Entries	9				
FURNITURE	<u>EOUTSIDE</u>								
ENF 23-1412	DINGWALL DR	RESOLVED	CLOSED		12/28/2023	01/04/2024		01/04/2024	Y
ENF 24-0028	WASHINGTON ST	RESOLVED	CLOSED		01/11/2024	01/24/2024		01/24/2024	Y
ENF 24-0027	CHESTNUT ST	INSPECTED PROPERTY	RECHECH	SCHEDULED	01/11/2024	01/24/2024	02/01/2024		Ν
			_	Total Entries	3				
<u>GARBAGE </u>	& DEBRIS								
ENF 24-0008	CORUNNA AVE	INSPECTED PROPERTY	LETTER S	ENT	01/04/2024	01/11/2024	02/12/2024		N
ENF 23-1041	CORUNNA AVE	INSPECTED PROPERTY	RECHEC	SCHEDULED	09/28/2023	01/10/2024	03/11/2024		COMM
ENF 23-1367	WRIGHT AVE	INSPECTED PROPERTY	2ND NOT	CE SENT	12/13/2023	01/24/2024	02/07/2024		Y

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1318	SOUTH ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/29/2023	01/31/2024	03/04/2024		N
ENF 23-1307	MASON ST	RESOLVED	CLOSED	11/27/2023	01/10/2024		01/10/2024	Y
ENF 23-1355	WILLIAMS ST	INSPECTED PROPERTY	LETTER SENT	12/12/2023	01/24/2024	02/07/2024		N
ENF 23-1408	WATER ST	RESOLVED	CLOSED	12/27/2023	01/03/2024		01/03/2024	N
ENF 24-0073	WILLIAMS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/31/2024	01/31/2024	02/08/2024		N
ENF 23-1325	STEWART ST	CONTACT WITH OWNER	EXTENSION GRANTED	12/04/2023	01/12/2024	04/01/2024		N
ENF 24-0065	COMSTOCK ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/29/2024	01/29/2024	02/05/2024		N
ENF 24-0035	STEWART ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/17/2024	01/24/2024	02/07/2024		N
ENF 24-0059	HENRY ST	RESOLVED	CLOSED	01/24/2024	01/31/2024		01/31/2024	N
ENF 24-0047	HENRY ST	INSPECTED PROPERTY	LETTER SENT	01/22/2024	01/31/2024	02/05/2024		N
ENF 22-1318	GRACE ST	CONTACT WITH OWNER	EXTENSION GRANTED	09/20/2022	01/08/2024	02/15/2024		N
ENF 23-1375	LANSING ST	RESOLVED	CLOSED	12/14/2023	01/11/2024		01/11/2024	N
ENF 23-1362	LANSING ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/13/2023	01/11/2024	02/08/2024		Y
ENF 23-1106	FLETCHER ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	10/16/2023	01/11/2024	02/08/2024		Ν
			Total Entries	17				
<u>GARBAGE (</u>	<u>CANS</u>							
ENF 24-0036	ALGER AVE	RESOLVED	CLOSED	01/17/2024	01/24/2024		01/24/2024	N
ENF 24-0070	WATER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/30/2024	01/30/2024	02/06/2024		Y
ENF 24-0002	ISHAM ST	RESOLVED	CLOSED	01/02/2024	01/18/2024		01/18/2024	N
ENF 24-0004	ISHAM ST	LETTER SENT	RECHECK SCHEDULED	01/02/2024	01/10/2024	02/08/2024		Ν

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 24-0003	ISHAM ST	RESOLVED	CLOSED	01/02/2024	01/18/2024		01/18/2024	N
		-	Total Entries	5				
<u>GARBAGE/</u>	JUNK IN ROW							
ENF 24-0017	WOODLAWN AVE	RESOLVED	CLOSED	01/09/2024	01/16/2024		01/16/2024	N
ENF 24-0031	ELIZABETH ST	RESOLVED	CLOSED	01/16/2024	01/24/2024		01/24/2024	Y
ENF 24-0052	RANDOLPH ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/22/2024	01/29/2024	02/05/2024		Y
ENF 24-0032	PRINDLE ST	RESOLVED	CLOSED	01/17/2024	01/24/2024		01/24/2024	Y
ENF 24-0063	HUNTINGTON DR	INSPECTED PROPERTY	RECHECK SCHEDULED	01/25/2024	01/25/2024	02/01/2024		N
ENF 24-0072	HUNTINGTON DR	INSPECTED PROPERTY	RECHECK SCHEDULED	01/30/2024	01/30/2024	02/06/2024		N
ENF 23-1410	MOORE ST	RESOLVED	CLOSED	12/27/2023	01/04/2024		01/04/2024	N
ENF 24-0007	PINE ST	INSPECTED PROPERTY	LETTER SENT	01/04/2024	01/24/2024	02/01/2024		N
ENF 23-1404	MASON ST	RESOLVED	CLOSED	12/26/2023	01/03/2024		01/03/2024	N
ENF 23-1371	GRAND AVE	RESOLVED	CLOSED	12/13/2023	01/04/2024		01/04/2024	N
ENF 24-0076	BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	01/31/2024	01/31/2024	02/07/2024		Y
ENF 24-0077	BROADWAY AVE	INSPECTED PROPERTY	RECHECK SCHEDULED	01/31/2024	01/31/2024	02/07/2024		Y
ENF 23-1383	HUGGINS ST	RESOLVED	CLOSED	12/18/2023	01/02/2024		01/02/2024	Y
ENF 23-1411	HICKORY ST	RESOLVED	CLOSED	12/28/2023	01/04/2024		01/04/2024	N
ENF 24-0050	MASON ST	RESOLVED	CLOSED	01/22/2024	01/29/2024		01/29/2024	N
ENF 23-1369	WATER ST	RESOLVED	CLOSED	12/13/2023	01/04/2024		01/04/2024	Y
ENF 23-1403	KING ST	RESOLVED	CLOSED	12/26/2023	01/03/2024		01/03/2024	N
ENF 23-1407	KING ST	RESOLVED	CLOSED	12/27/2023	01/10/2024		01/10/2024	N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1363	STEWART ST	RESOLVED	CLOSED	12/13/2023	01/04/2024		01/04/2024	N
ENF 24-0042	STEWART ST	LETTER SENT	RECHECK SCHEDULED	01/18/2024	01/25/2024	02/01/2024		N
ENF 24-0010	HENRY ST	RESOLVED	CLOSED	01/08/2024	01/31/2024		01/31/2024	N
ENF 24-0011	HERMAN ST	RESOLVED	CLOSED	01/08/2024	01/31/2024		01/31/2024	N
ENF 24-0025	SOUTH ST	RESOLVED	CLOSED	01/11/2024	01/18/2024		01/18/2024	N
ENF 24-0055	HICKORY ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/24/2024	01/31/2024	02/07/2024		N
ENF 24-0012	KING ST	RESOLVED	CLOSED	01/08/2024	01/25/2024		01/25/2024	Y
ENF 23-1337	MICHIGAN AVE	RESOLVED	CLOSED	12/11/2023	01/09/2024		01/09/2024	Y
ENF 23-1397	MICHIGAN AVE	RESOLVED	CLOSED	12/20/2023	01/03/2024		01/03/2024	Y
ENF 24-0075	DIVISION ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/31/2024	01/31/2024	02/07/2024		N
ENF 23-1385	RIVER ST	RESOLVED	CLOSED	12/18/2023	01/04/2024		01/04/2024	N
ENF 24-0066	MASON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/29/2024	01/29/2024	02/05/2024		N
ENF 23-1409	KING ST	RESOLVED	CLOSED	12/27/2023	01/04/2024		01/04/2024	N
ENF 23-1401	FLETCHER ST	RESOLVED	CLOSED	12/26/2023	01/03/2024		01/03/2024	N
		_	Total Entries	32				
HEALTH & S	SAFETY							
ENF 21-0921	CORUNNA AVE	INSPECTED PROPERTY	CONTACT WITH HOMEOWN	ER 06/23/2021	01/29/2024	02/29/2024		Ν
			Total Entries	1				
HOUSE NUM	<u> ABERS</u>							
ENF 24-0029	ALGER AVE	INSPECTED PROPERTY	LETTER SENT	01/16/2024	01/30/2024	02/13/2024		N
ENF 23-1242	CORUNNA AVE	RESOLVED	CLOSED	11/16/2023	01/10/2024		01/10/2024	N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1244	CORUNNA AVE	CLOSED	RESOLVED	11/16/2023	01/10/2024		01/10/2024	COMM
ENF 23-1239	CORUNNA AVE	INSPECTED PROPERTY	FINAL NOTICE	11/16/2023	01/23/2024	02/06/2024		N
ENF 24-0045	STEWART ST	COMPLAINT LOGGED	LETTER SENT	01/19/2024	01/19/2024	02/07/2024		N
ENF 24-0046	CHIPMAN ST	COMPLAINT LOGGED	LETTER SENT	01/19/2024	01/19/2024	02/07/2024		COMM
ENF 24-0061	MAIN ST	INSPECTED PROPERTY	LETTER SENT	01/24/2024	01/30/2024	02/13/2024		Y
ENF 23-1292	MAIN ST	INSPECTED PROPERTY	LETTER SENT	11/22/2023	01/29/2024	03/07/2024		COMM
ENF 24-0037	SHIAWASSEE ST	INSPECTED PROPERTY	LETTER SENT	01/17/2024	01/31/2024	02/14/2024		N
ENF 24-0013	NORTH ST	RESOLVED	CLOSED	01/09/2024	01/09/2024		01/09/2024	Y
ENF 23-1238	CORUNNA AVE	RESOLVED	CLOSED	11/16/2023	01/02/2024		01/02/2024	N
ENF 23-1221	CORUNNA AVE	INSPECTED PROPERTY	LETTER SENT	11/13/2023	01/10/2024	02/29/2024		N
ENF 24-0071	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/30/2024	01/30/2024	02/13/2024		N
ENF 24-0069	WASHINGTON ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/30/2024	01/30/2024	02/20/2024		N
ENF 23-1220	CORUNNA AVE	RESOLVED	CLOSED	11/13/2023	01/23/2024		01/23/2024	N
ENF 24-0022	COMSTOCK ST	INSPECTED PROPERTY	EMAILED OWNER	01/10/2024	01/30/2024	02/13/2024		Y
ENF 24-0023	STEWART ST	INSPECTED PROPERTY	LETTER SENT	01/10/2024	01/30/2024	02/08/2024		N
ENF 23-1252	CORUNNA AVE	RESOLVED	CLOSED	11/16/2023	01/10/2024		01/10/2024	СОММ
ENF 24-0021	WASHINGTON ST	RESOLVED	CLOSED	01/10/2024	01/30/2024		01/30/2024	СОММ
ENF 23-1247	CORUNNA AVE	RESOLVED	CLOSED	11/16/2023	01/02/2024		01/02/2024	Y
			Total Entries	20				

**IMMINENT DANGER OF STRUCTURE** 

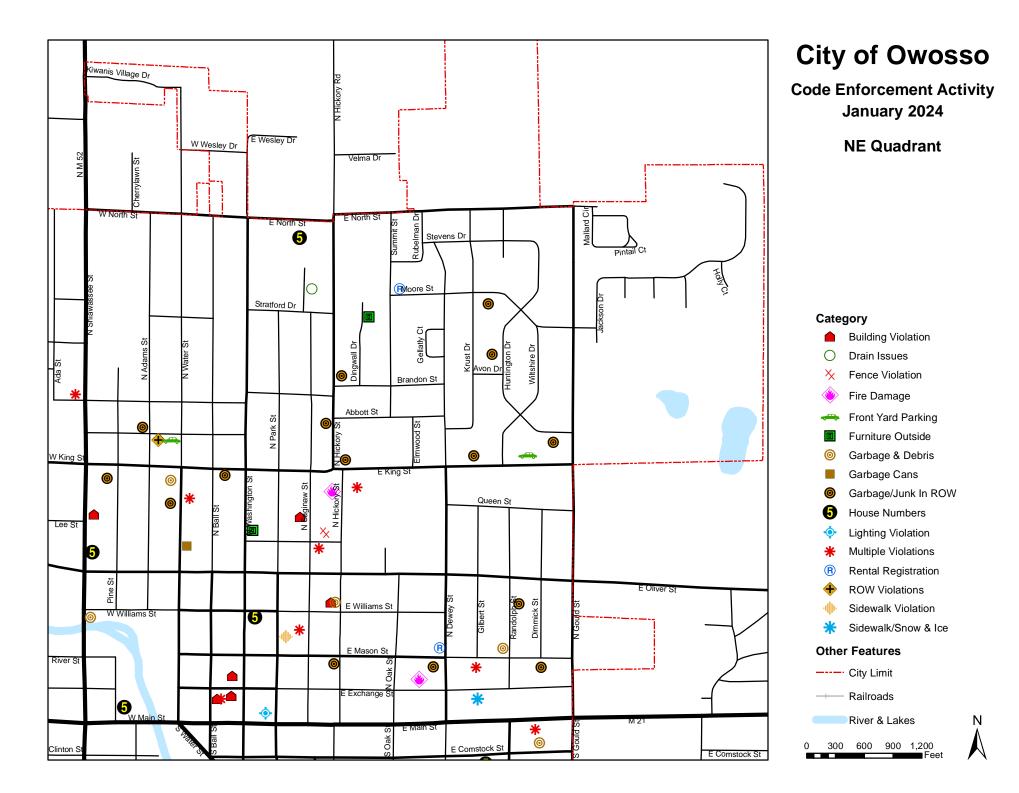
Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 22-0059	DEWEY ST	INSPECTED PROPERTY	RECHECK SCHEDULED	01/21/2022	01/04/2024	02/01/2024		VAC
		-	Total Entries	1				
<u>LIGHTING V</u>	<u>IOLATION</u>							
ENF 23-1276	MAIN ST	INSPECTED PROPERTY	CONTACT WITH BUSINESS	11/21/2023	01/17/2024	02/19/2024		COMM
			Total Entries	1				
MISC.								
ENF 23-1402	HANOVER ST	RESOLVED	CLOSED	12/26/2023	01/03/2024		01/03/2024	Ν
			Total Entries	1				
MULTIPLE \	/IOLATIONS							
ENF 23-1263	ALGER AVE	RESOLVED	CLOSED	11/20/2023	01/09/2024		01/09/2024	Y
ENF 23-0815	GLENWOOD AVE	RESOLVED	CLOSED	08/01/2023	01/02/2024		01/02/2024	N
ENF 24-0024	CORUNNA AVE	INSPECTED PROPERTY	PARTIALLY RESOLVED	01/10/2024	01/24/2024	02/01/2024		N
ENF 23-1396	HARRISON AVE	RESOLVED	CLOSED	12/20/2023	01/10/2024		01/10/2024	N
ENF 23-1389	ABREY AVE	RESOLVED	CLOSED	12/19/2023	01/17/2024		01/17/2024	N
ENF 23-1390	HARRISON AVE	RESOLVED	CLOSED	12/19/2023	01/03/2024		01/03/2024	N
ENF 24-0033	CORUNNA AVE	CONTACT WITH OWNER	EXTENSION GRANTED	01/17/2024	01/19/2024	04/30/2024		Y
ENF 23-1394	MARY ST	LETTER SENT	LETTER SENT	12/20/2023	01/08/2024	06/24/2024		N
ENF 24-0014	AMENT ST	RESOLVED	CLOSED	01/09/2024	01/16/2024		01/16/2024	Y
ENF 22-0393	FLETCHER ST	INSPECTED PROPERTY	CLOSED	04/01/2022	01/11/2024		01/11/2024	N
ENF 23-0156	CHIPMAN ST	INSPECTED PROPERTY	3RD TICKET ISSUED	02/16/2023	01/11/2024	02/08/2024		N
ENF 21-1578	ROBBINS ST	INSPECTED PROPERTY	RECHECK SCHEDULED	10/14/2021	01/04/2024	02/05/2024		COMM
ENF 23-0833	MAIN ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	08/03/2023	01/30/2024	02/20/2024		N

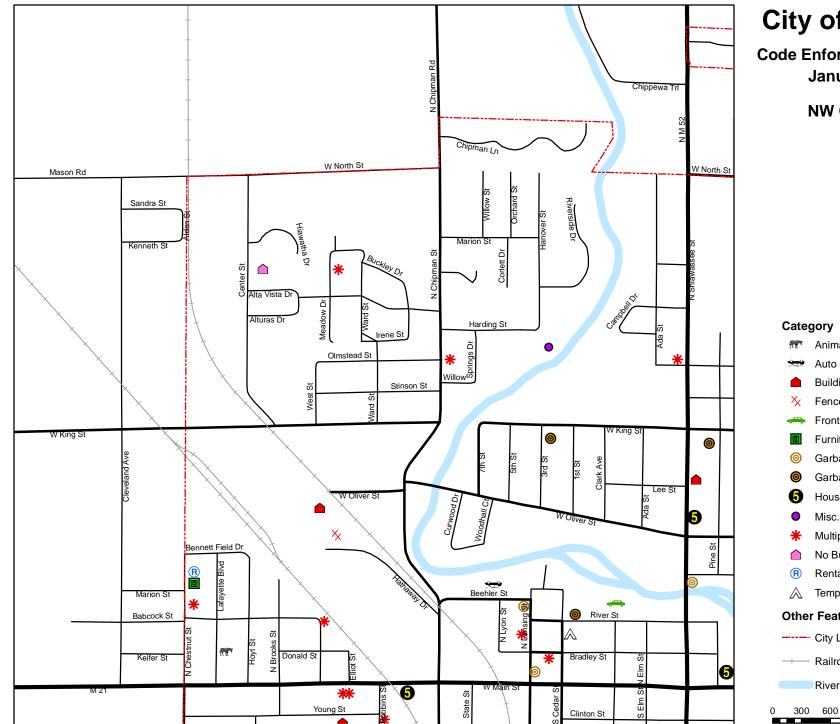
Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-1108	MAIN ST	LETTER SENT	2ND TICKET ISSUED	10/17/2023	01/24/2024	02/22/2024		N
ENF 23-1414	JEROME AVE	CONTACT WITH OCCUPANT	EXTENSION GRANTED	12/28/2023	01/02/2024	04/30/2024		Y
ENF 23-1398	HICKORY ST	INSPECTED PROPERTY	CLOSED	12/20/2023	01/11/2024		01/11/2024	N
ENF 23-1334	SHIAWASSEE ST	INSPECTED PROPERTY	PARTIALLY RESOLVED	12/05/2023	01/30/2024	02/26/2024		Y
ENF 24-0051	MASON ST	LETTER SENT	RECHECK SCHEDULED	01/22/2024	01/29/2024	02/05/2024		Y
ENF 21-0802	HAMBLIN ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/01/2021	01/10/2024	02/12/2024		VAC
ENF 23-1340	SAGINAW ST	INSPECTED PROPERTY	LETTER SENT	12/11/2023	01/23/2024	02/06/2024		Y
ENF 20-1016	EXCHANGE	INSPECTED PROPERTY	REF TO CITY ATTY	12/07/2020	01/11/2024	02/05/2024		СОММ
ENF 23-0161	SAGINAW ST	INSPECTED PROPERTY	2ND TICKET ISSUED	02/20/2023	01/23/2024	02/22/2024		N
ENF 22-1488	WATER ST	INSPECTED PROPERTY	RECHECK SCHEDULED	11/01/2022	01/11/2024	04/11/2024		N
ENF 23-1387	CHESTNUT ST	RESOLVED	CLOSED	12/19/2023	01/11/2024		01/11/2024	N
ENF 22-0925	MEADOW DR	OBTAINED PERMIT	RECHECK SCHEDULED	06/22/2022	01/18/2024	02/22/2024		VAC
ENF 22-1197	OAKWOOD AVE	INSPECTED PROPERTY	COURT ORDER	08/23/2022	01/22/2024	02/22/2024		Y
ENF 22-0238	MAIN ST	INSPECTED PROPERTY	EXTENSION GRANTED	03/03/2022	01/29/2024	03/04/2024		N
ENF 23-1279	STEWART ST	INSPECTED PROPERTY	LETTER SENT	11/21/2023	01/16/2024	02/15/2024		СОММ
ENF 21-0966	ISHAM ST	INSPECTED PROPERTY	RECHECK SCHEDULED	06/28/2021	01/11/2024	02/12/2024		VAC
ENF 24-0016	HENRY ST	RESOLVED	CLOSED	01/09/2024	01/09/2024		01/09/2024	Y
ENF 24-0015	HAMMONT ST	INSPECTED PROPERTY	CLOSED	01/09/2024	01/30/2024		01/30/2024	N
ENF 22-1543	STEWART ST	INSPECTED PROPERTY	FINAL NOTICE	11/16/2022	01/18/2024	02/07/2024		N
ENF 23-1126	TRACY ST	LETTER SENT	RECHECK SCHEDULED	10/19/2023	01/03/2024	04/01/2024		N

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 21-1715	STEWART ST	INSPECTED PROPERTY	CLOSED	11/08/2021	01/09/2024			N
ENF 22-0883	CHIPMAN ST	RESOLVED	CLOSED	06/15/2022	01/29/2024		01/29/2024	Y
ENF 23-0425	CHIPMAN ST	INSPECTED PROPERTY	FINAL NOTICE	05/16/2023	01/16/2024	02/15/2024		N
ENF 23-1388	CASS ST	RESOLVED	CLOSED	12/19/2023	01/04/2024		01/04/2024	N
ENF 23-0886	WASHINGTON ST	RESOLVED	CLOSED	08/21/2023	01/09/2024		01/09/2024	N
ENF 23-1413	WASHINGTON ST	INSPECTED PROPERTY	LETTER SENT	12/28/2023	01/25/2024	02/08/2024		N
ENF 21-1592	STEWART ST	INSPECTED PROPERTY	LEGAL ACTION	10/19/2021	01/18/2024	02/22/2024		N
ENF 23-0157	LANSING ST	RESOLVED	CLOSED	02/17/2023	01/11/2024		01/11/2024	Y
ENF 23-1346	SHIAWASSEE	INSPECTED PROPERTY	RECHECK SCHEDULED	12/11/2023	01/16/2024	04/25/2024		СОММ
ENF 22-0356	MILWAUKEE ST	INSPECTED PROPERTY	CLOSED	03/25/2022	01/11/2024		02/01/2024	N
ENF 23-1352	CHIPMAN ST	CONTACT WITH OWNER	RECHECK SCHEDULED	12/12/2023	01/04/2024	06/27/2024		N
			Total Entries	44				
NO BUILDIN	<u>IG PERMIT</u>							
ENF 23-0630	KEYTE ST	CONTACT WITH OWNER	EXTENSION GRANTED	06/22/2023	01/12/2024	07/01/2024		N
ENF 23-1405	CENTER ST	OBTAINED PERMIT	CLOSED	12/27/2023	01/02/2024		01/02/2024	Ν
ENF 23-0747	LYNN ST	INSPECTED PROPERTY	1ST TICKET ISSUED	07/19/2023	01/08/2024	05/23/2024		N
ENF 24-0062	BRADLEY ST	CONTACT WITH OWNER	RECHECK SCHEDULED	01/25/2024	01/30/2024	02/08/2024		N
			Total Entries	4				
<u>RENTAL RE</u>	GISTRATION							
ENF 23-1158	HARRISON AVE	REGISTERED?	CLOSED	10/30/2023	10/30/2023		01/08/2024	Y
ENF 24-0064	ADAMS ST	NOT A RENTAL	CLOSED	01/25/2024	01/31/2024		01/31/2024	N
ENF 24-0068	RANDOLPH ST	COMPLAINT LOGGED	LETTER SENT	01/29/2024	01/29/2024	03/02/2024		Y

Enf. Number	Address	Previous Status	Current Status		Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 23-0492	CHIPMAN	INSPECTED PROPERTY	LETTER \$	SENT	05/25/2023	01/19/2024	02/24/2024		COMM
ENF 24-0043	MOORE ST	COMPLAINT LOGGED	LETTER S	SENT	01/19/2024	01/19/2024	02/24/2024		Y
ENF 24-0049	BROADWAY AVE	LETTER SENT	LETTER \$	SENT	01/22/2024	01/22/2024	02/24/2024		Y
ENF 24-0005	CHESTNUT ST	RESOLVED	CLOSED		01/03/2024			01/31/2024	N
ENF 23-1094	LYNN ST	RESOLVED	CLOSED		10/11/2023	10/11/2023		01/23/2024	Y
ENF 24-0060	STEWART ST	LETTER SENT	RECHECI	K SCHEDULED	01/24/2024	01/24/2024	02/24/2024		Y
ENF 23-1039	MASON ST	RENTAL REG FORM SUBMITTED	CLOSED		09/28/2023	01/30/2024		01/30/2024	Y
				Total Entries	10				
ROW VIOLA	<u>ATIONS</u>								
ENF 23-1406	ALGER AVE	RESOLVED	CLOSED		12/27/2023	01/10/2024		01/10/2024	COMM
ENF 24-0058	ADAMS ST	INSPECTED PROPERTY	RECHECI	K SCHEDULED	01/24/2024	01/31/2024	02/13/2024		N
ENF 23-1381	CORUNNA AVE	RESOLVED	CLOSED		12/18/2023	01/11/2024		01/11/2024	СОММ
				Total Entries	3				
<u>SIDEWALK</u>	<u>VIOLATION</u>								
ENF 24-0039	PARK ST	RESOLVED	CLOSED		01/18/2024	01/24/2024		01/24/2024	Y
				Total Entries	1				
SIDEWALK/	SNOW & ICE		-						
ENF 23-1374	EXCHANGE ST	RESOLVED	CLOSED		12/14/2023	01/08/2024		01/08/2024	Y
				Total Entries	1				
SIGN VIOLA	TION		-						
ENF 24-0020	ALGER AVE	LETTER SENT	RECHECI	< SCHEDULED	01/10/2024	01/22/2024	03/12/2024		СОММ

Enf. Number	Address	Previous Status	Current Status	Filed	Last Action Date	Next Action Date	Date Closed	Rental
ENF 24-0006	STEWART ST	RESOLVED	CLOSED	01/04/2024	01/11/2024		01/11/2024	COMM
			Total Entries	2				
TEMPORAR	<u>Y STRUCTURES</u>							
ENF 21-0380	GRACE ST	INSPECTED PROPERTY	EXTENSION GRANTED	03/11/2021	01/08/2024	02/15/2024		Ν
ENF 23-0658	CEDAR ST	INSPECTED PROPERTY	FINAL NOTICE	06/29/2023	01/29/2024	02/29/2024		N
			Total Entries	2				
<u>TIRES</u>								
ENF 24-0040	CARR ST	LETTER SENT	RECHECK SCHEDULED	01/18/2024	01/25/2024	02/01/2024		Y
			Total Entries	1				
TRAILER VIC	<u>DLATIONS</u>							
ENF 23-1347	LANSING ST	RESOLVED	CLOSED	12/11/2023	01/16/2024		01/16/2024	COMM
			Total Entries	1				
TREE VIOLA	<u>TIONS</u>							
ENF 23-0905	MILWAUKEE ST	INSPECTED PROPERTY	CLOSED	08/23/2023	01/30/2024		01/30/2024	VAC
			Total Entries	1				
VACANT ST	RUCTURES							
ENF 20-0755	CARMODY ST	INSPECTED PROPERTY	REF TO CITY ATTY	09/18/2020	01/17/2024	02/28/2024		VAC
ENF 20-0758	PEARCE ST	INSPECTED PROPERTY	RECHECK SCHEDULED	09/18/2020	01/17/2024	02/19/2024		VAC
			Total Entries	2				
<u>WINDOWS</u>								
ENF 23-0849	CARMODY ST	LETTER SENT	REF TO CITY ATTY	08/08/2023	01/17/2024	02/28/2024		VAC
			Total Entries	1				
	Total Records:	209			Total Pages:	13		

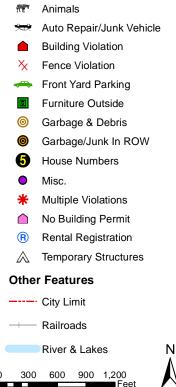


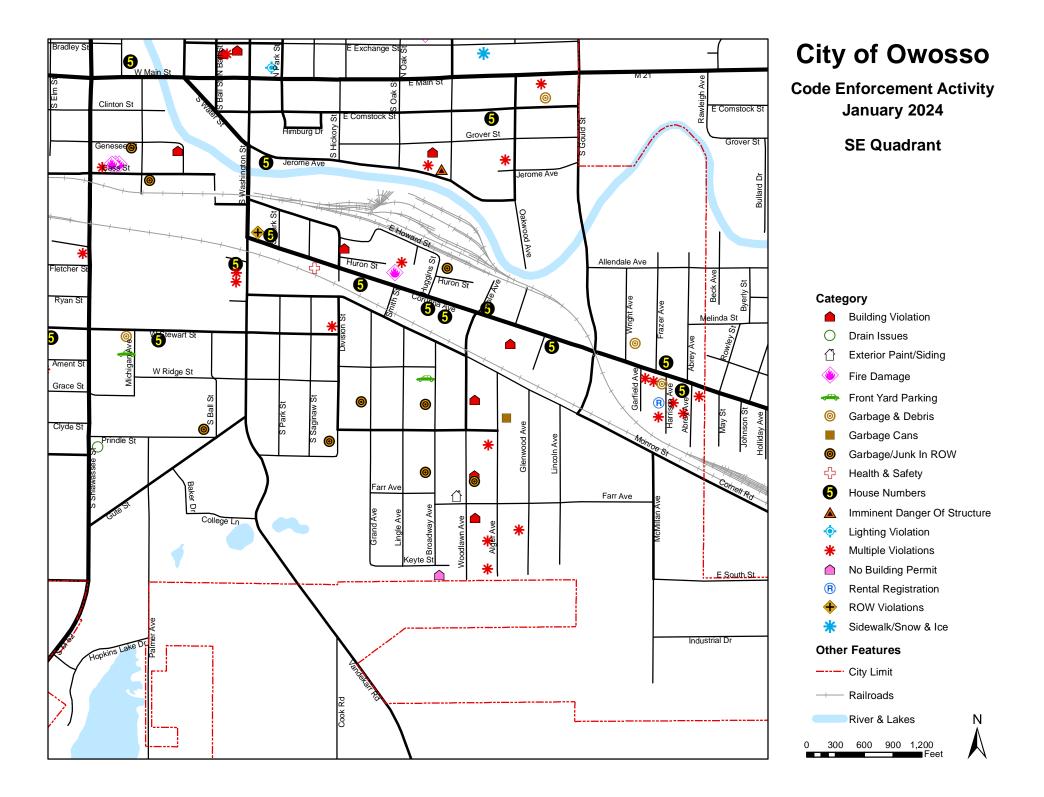


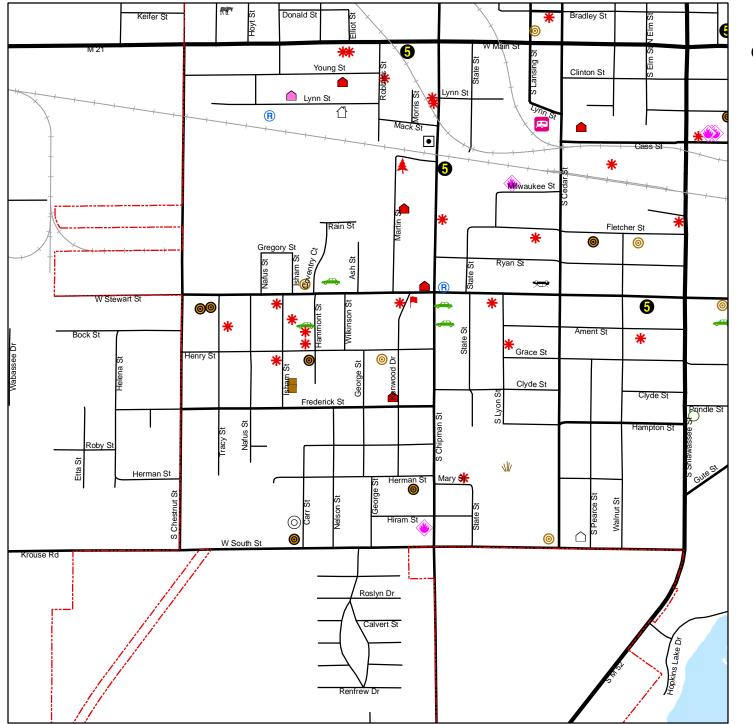
# **City of Owosso**

Code Enforcement Activity January 2024

#### **NW Quadrant**



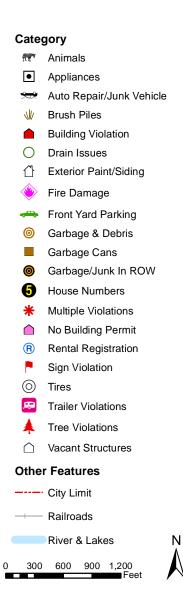




# City of Owosso

Code Enforcement Activity January 2024

### SW Quadrant



## Monthly Inspection List JANUARY 2024

HISSONG, BRAD	BUILDING OFFICIAL Total Inspections:	73
	SUB - BUILDING OFFICIAL Total Inspections:	7
PUNG, ROY	MECHANICAL & PLUMBING INSPECTOR Total Inspections:	13
HARRIS, JON	ELECTRICAL INSPECTOR Total Inspections:	10
FREEMAN, GREG	CODE ENFORCEMENT Total Inspections:	126
MAYBAUGH, BRAD	CODE ENFORCEMENT Total Inspections:	109
Gr	and Total Inspections:	338

#### **CERTIFICATES & LICENSES ISSUED BY MONTH FOR 2024**

Jan	Feb	Mar	Apr	Мау	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ADULT USE I	RECREATION	AL RETAIL										
1												1
\$5,000												\$5,000
AMPHITHEAT	rer											
												0
												\$0
<b>BENTLEY PA</b>	RK RENTAL											
13												13
\$350												\$350
GROWER LIC	ENSE (Medic	al)										
												0
												\$0
HARMON PA	TRIDGE PARI	K RENTAL										
6												6
\$175												\$175
	D VENDING (	Food Truck Li	cense)									
												0
												\$0
PROCESSOR												<b>*</b> *
1												1
\$5,000												\$5,000
PROVISIONI	IG CENTER											<i><b>Q</b></i> <b>QQQQQQQQQQQQQ</b>
1												1
\$5,000												\$5,000
RECREATION	AL GROW											<i><b>40,000</b></i>
1												1
\$5,000												\$5,000
RENTAL (Ren	newals)											<i><b>+</b></i> <b>•,•••</b>
118												118
\$7,450												\$7,450
RENTAL REG	ISTRATIONS	(New)										<i>•••</i> , <b>•••</b>
5											1	5
\$250	1										1	\$250
RESIDENTIA												+
												0
-												\$0
TOTALS:												
146	0	0	0	0	0	0	0	0	0	0	0	146
\$28,225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,225
<b><i><i>w</i></i></b> =0, <b><i>x</i>=0</b>	ΨV		ΨV	ΨV		ΨV	ΨV	ΨV	ΨV	ΨV	ΨV	<i><i><i><i></i></i></i></i>



# **OWOSSO POLICE DEPARTMENT**

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

# **MEMORANDUM**

DATE:	15 February 2024
TO:	Owosso City Council
FROM:	Eric E. Cherry
	Police Department Captain
RE:	January 2024 Police Activity Report

### Master Plan Goal 3.1, 3.2

The Investigative Services Bureau attended the monthly multidisciplinary meeting for all forensic interviews conducted. This is where investigators, CPS, Voices for Children and Shiawassee County Prosecutors discuss where each case is at of the reported sexual assault investigations.

Our Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP) team met on multiple occasions and also completed some field work with persons that were effected by overdose.

The Department Administration meet with representatives from Flock Safety to discuss surveillance cameras at major intersections within the City of Owosso.

	2020-Jan	2021-Jan	2022-Jan	2023-Jan	2024-Jan	Jan 5YR AVG
Part I Crimes	10	23	28	20	17	19.6
Part II Crimes	83	60	63	71	72	69.8
Violent Crimes	10	1	3	5	6	5
Total Reports	145	144	141	141	133	140.8
Felony Arrests	5	4	4	8	6	5.4
Total Arrests	42	25	24	44	30	33
Traffic Stops	101	108	26	213	79	105.4
All Dispatched Events	546	882	785	1071	940	844.8

## January - 5 YEAR AVERAGE

## LAST 12 MONTHS

	2023- Feb	2023- Mar	2023- Apr	2023- May	2023- Jun	2023- Jul	2023- Aug	2022- Sep	2023- Oct	2023- Nov	2023- Dec	2024- Jan	Last 12 Months	Average
	TED	Ividi		Ινίαγ	Juli	Jui	Aug	Jeh		NOV	Dec	Jan	Months	Average
Part I Crimes	16	26	23	31	34	30	26	25	29	26	37	17	320	26.67
Part II Crimes	71	96	95	129	85	111	99	97	80	88	91	72	1114	92.83
	/1	50	55	125	05	111	55	57		00	51	12	1114	52.85
Violent Crimes	5	4	7	6	11	12	7	10	3	15	8	6	94	7.83
Tatal Davisata	122	170	100	104	170	202	470	104	470	4 - 4	474	422	2000	474 67
Total Reports	133	170	183	194	179	202	178	184	176	154	174	133	2060	171.67
Felony Arrests	7	8	5	6	6	10	7	8	4	4	6	6	77	6.42
Total Arrests	33	39	31	40	36	45	31	45	34	22	36	30	422	35.17
Traffic Stops	222	130	151	78	58	82	100	63	80	78	112	79	1233	102.75
All Dispatched														
Events	1006	969	1004	1061	898	903	915	886	1003	942	921	940	11448	954



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

# **MEMORANDUM**

DATE: February 1, 2024

TO: Owosso City Council

FROM: Kevin Lenkart Director of Public Safety

RE: January 2024 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for January 2024. The Owosso Fire Department responded to 219 incidents in the month of January.

OFD responded to 26 fire calls and responded to 193 EMS calls.

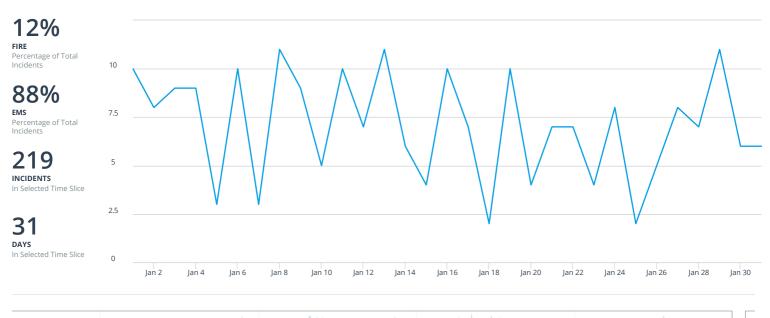
# Total Record Volume by Incident Type

Previous Month 🗸

♠

eso

Jan 1, 2024 - Jan 31, 2024 🗸



2020	2021	2022	2023	
				III 🕨

Counts	% Rov	ws	% Columns	%	All									
Week Ending	1/7/24	1/14/24	1/21/24	1/28/24	2/4/24	2/11/24	2/18/24	2/25/24	3/3/24	3/10/24	3/17/24	3/24/24	3/31/24	Total
(11) Structure Fire	1		1											2
(32) Emergency medical service (EMS) incident	49	50	37	36	20									192
(33) Lock-In				1										1
(38) Rescue or EMS standby				1										1
(41) Combustible/f spills & leaks			1											1
(44) Electrical wiring/equipm. problem		5												5
(46) Accident, potential accident		1												1
(55) Public service assistance	1													1
(61) Dispatched and canceled en route	1	2			2									5
(62) Wrong location, no emergency found		1												1
(70) False alarm and false call, other			1											1
(73) System or detector malfunction			4	2	1									7
(74) Unintentional system/detect operation (no fire)				1										1
Total	52	59	44	41	23									219

#### PARKS AND RECREATION COMMISSION REGULAR MEETING

Draft Minutes of Wednesday, January 24, 2024 7:00 p.m. City Hall

CALL TO ORDER:	Commissioner Workman called the meeting to order at 7:03 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.
OTHERS PRESENT:	Amy Fuller, Assistant City Manager
APPROVAL OF AGENDA:	COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE AGENDA FOR JANUARY 24, 2024. MOTION SUPPORTED BY COMMISSIONER SMITH. AYES ALL, MOTION CARRIED.
APPROVAL OF MINUTES	COMMISSIONER RODMAN MADE A MOTION TO APPROVE THE MINUTES FOR DECEMBER 6, 2023 WITHOUT CHANGES. MOTION SUPPORTED BY COMMISSIONER MAHONEY. AYES ALL, MOTION CARRIED.
PUBLIC COMMENTS	None

#### **OLD BUSINESS REPORT:**

Amy Fuller shared that the key to the dog waste bag dispenser at the dog park was located and DPW will begin refilling it. She reported the sign was installed at Bennett Fields and that the city was awarded \$8,000 from the Curwood Festival for a mural on the amphitheater. Amy also provided updates on the CIS trail extension.

#### ITEM OF BUSINESS:

Annual Report: Amy Fuller shared a draft annual report with the Commission. There was discussion on the report. MOTION BY COMMISSIONER RODMAN TO APPROVE THE REPORT WITH CHANGES (ADDING CIS TRAIL AND CORRECTING A GRAMMATICAL ERROR). MOTION SUPPORTED BY SMITH. AYES, ALL, MOTION CARRIED.

Amphitheater Mural: Amy Fuller shared that the grant application for the mural project has been awarded. There was discussion on the project. MOTION BY COMMISSIONER MAGINITY TO ALLOCATE \$4,000 IN MILLAGE FUNDS TO THIS PROJECT. MOTION SUPPORTED BY COMMISSION RODMAN. AYES, ALL, MOTION CARRIED.

2024-25 Budget Requests: The Commission discussed park improvements they would like to recommend for the city's upcoming budget cycle. There was discussion on replacing the broken hand dryers at Hugh Parker Fields and making ADA improvements. There was discussion on improvements and future uses for Rosevear Park. There was discussion on using the remaining \$12,000 in millage funds to revitalize the Grand Avenue Park.

March Meeting: There was discussion on canceling the March meeting, this was tabled until February.

Next Meeting: February 28, 2024, at 7:00 PM at City Hall.

**PUBLIC/COMMISSIONERS COMMENTS**: The Commission welcomed new Commissioner, Dennis Mahoney.

ADJOURNMENT: COMMISSIONER SELBIG MADE A MOTION TO ADJOURN AT 8:23 P.M. MOTION SUPPORTED BY COMMISSIONER MAHONEY. AYES ALL, MOTION CARRIED.

Respectfully submitted by: Amy Fuller, Assistant City Manager

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

#### February 7, 2024, AT 7:30 A.M.

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

ROLL CALL: Taken by Chair Jon Moore

**PRESENT:** Chair Jon Moore and Commissioners Daylen Howard, Josh Ardelean, Allié McGuire, Robert J. Teich, Jr., Emily Olson and Bill Gilbert.

ABSENT: Commissioners Nicole Reyna and Lance Omer

**STAFF PRESENT:** Lizzie Fredrick, DDA/OMS Director

AGENDA:

MOVED BY OLSON, SUPPORTED BY GILBERT TO APPROVE THE FEBRUARY 7, 2024 DDA/OMS AGENDA AS PRESENTED. AYES: ALL MOTION CARRIED

MINUTES:

MOVED BY GILBERT, SUPPORTED BY OLSON TO APPROVE THE JANUARY 3, 2024 DDA/OMS SPECIAL MEETING MINUTES. AYE: ALL MOTION CARRIED

PUBLIC COMMENTS: None.

**REPORTS:** Fredrick presented the financial reports and 2024 Impact Report.

**INFORMATIONAL MEETING:** Fredrick reviewed the Informational Meeting presentation covering 2023 DDA/OMS programming and answered questions.

#### **ITEMS OF BUSINESS:**

1. **DOWNTOWN STREETLIGHT PROJECT:** Fredrick presented the estimated project costs and images of the Regency Lamp Post and Yorktown LED Luminaire with and without the Lexington Single Cross Arm.

Fredrick updated the Board that the Michigan Economic Development Corporation confirmed purchasing the streetlight without the arm will not affect the Revitalization and Placemaking 2.0 grant award.

Olson asked if additional streetlights will be purchased with the estimated cost savings.

Fredrick confirmed that a location for a potential expansion of Phase I has not been solidified and that will be a determining factor in how many additional streetlights could be purchased with the estimated cost savings from removing the arm on the streetlight.

Olson asked what other plans for funding have been made for the project besides the \$275,000 American Rescue Plan Act allocation and \$300,000 RAP grant award.

Fredrick confirmed that future phases of the project are estimated to be smaller than Phase I and will be dependent upon grants, fundraising and the DDA budget.

Olson asked if funds have been budgeted for repairing streetlights that are not part of Phase I.

Fredrick referenced a downtown maintenance fund, with a current budget of \$49,200, which covers repairs for the streetlights and reminded the Board that the completion of Phase I of the Downtown Streetlight Project will alleviate maintenance costs for that portion of downtown leaving funding to cover the replacement or repairs of streetlights located outside of Phase I.

#### MOVED BY HOWARD, SUPPORTED BY MCGUIRE TO APPROVE THE REGENCY LAMP POST WITH THE YORKTOWN LED LUMINAIRE FOR THE DOWNTOWN STREETLIGHT PROJECT. AYES: ALL MOTION CARRIED

2. MAIN STREET ACCREDITATION SUMMARY: Fredrick reviewed the Main Street Accreditation Summary and noted that strategic planning with work plans is the only baseline requirement that OMS currently needs to implement.

Gilbert shared that work plans are a guiding principle to continue programming if a key volunteer decides to no longer lead the program.

Fredrick updated the Board that the four committees are in the beginning stages of implementing work plans for their programming.

Fredrick presented the City of Owosso Downtown and Master Plan Goals and Capital Improvement Plan for the Board to use for strategic planning and work plans.

Board discussed timelines and funding for the Capital Improvement Plan projects.

Teich asked Fredrick to meet with the City Manager to discuss parking lot refurbishment plans.

#### COMMITTEE UPDATES:

- 1. **Organization:** Moore reminded the Board that the strategic planning workshop will be in the fall and the current OMS/DDA Transformation Strategies are Day Tripper Tourism and Residential Development.
- Promotion: McGuire announced that the Downtown Owosso Chocolate Walk will be held on April 20<sup>th</sup> and said the Committee has been discussing the downtown event calendar and defining key volunteers to lead the events.
- 3. **Design:** Fredrick updated the Board that she has begun communicating with businesses near Fountain Park to discuss the potential Ball Street road closer that would occur with the Fountain Park Summer Expansion.
- 4. **Economic Vitality:** Howard shared that the Committee is working to get the Revolving Loan and Grant Program relaunched by July and develop a Business of the Month program that will need a volunteer to oversee it.

**DIRECTOR UPDATES:** Fredrick notified the Board that Michigan Main Street will host a webinar training on February 21<sup>st</sup> and 22<sup>nd</sup> for new directors and board members along with an in-person planning and zoning training on March 12<sup>th</sup> in Lapeer.

**BOARD COMMENTS**: Moore noted that OMS events are volunteer led and that the event date may be dependent on the volunteers on the event's planning committee.

Olson shared that OatFest is slated to be held in the fall and her goal is to have an art event scheduled in May.

Howard supported the Chocolate Walk being in warmer weather as it helps avoid additional costs of having the Department of Public Works plow and salt the sidewalks, which occurred in 2023.

#### ADJOURNMENT:

#### MOVED BY HOWARD, SUPPORTED BY ARDELEAN TO ADJOURN AT 9:11 A.M. AYES: ALL MOTION CARRIED

NEXT MEETING MARCH 6, 2024.



#### **Regular Meeting of the Owosso Historical Commission**

#### Minutes of February 12, 2024 – 6:00 P.M. at Owosso City Hall

- PRESIDING OFFICER: Chair Mark Erickson
- MEMBERS PRESENT: Vice-Chair Debra Adams, Commissioners Susan Osika, Bill Moull and Robert Hooper
- MEMBERS ABSENT: Commissioners Greenway and Little.
- OTHERS PRESENT: Amy Fuller, Assistant City Manager and Denice Grace, Castle Docent

CHAIR ERICKSON CALLED THE MEETING TO ORDER AT 6:00 P.M.

#### APPROVE MINUTES – January 8, 2024

Motion by Commissioner Moull to approve minutes as presented, supported by Commissioner Adams.

Passed by voice vote.

#### APPROVE AGENDA – February 12, 2024

Motion by Commissioner Osika to approve the agenda as presented, supported by Commissioner Adams.

Passed by voice vote.

#### **ITEMS OF BUSINESS**

Gould House Updates: The Commission discussed the work they had completed packing and cleaning at the Gould House over the last month and ideas for selling or donating certain items. Chairman Erickson summarized a meeting he, Commissioner Little and Amy Fuller had with a representative from the State Archives.

Castle Exterior Cleaning: Amy Fuller presented a quote to have the exterior of the Castle and both interior and exterior windows cleaned for \$1,780. Motion by Commissioner Osika to approve the expense. Motion supported by Commissioner Hooper. Passed by voice vote.

Curwood Book Inventory: Amy Fuller shared the book inventory compiled by the Castle Docent along with a plan to keep a certain number of each title in the special collection and move the remaining books into the gift shop.

Motion by Commissioner Osika to approve the plan. Motion supported by Commissioner Moull. Passed by voice vote.

Budget discussion: the Commission discussed items they would like to see included on the 2024-25 FY budget. These items included:

- Adding a line item for events (Christmas party and Home Tour) and a line item for stocking the gift shop.
- Painting the Paymaster building.
- Rebuilding the back steps on Comstock Cabin.
- Repairing/replacing the Christmas style lights on the Castle and adding them to Comstock Cabin.
- Landscaping at the Castle

Home Tour 2024: Commissioner Osika shared an update on Home Tour planning. She shared that tickets will be \$25 and that the committee plans on partnering with the Independent to print the booklets.

#### FINANCIAL REVIEW AND DISCUSSION:

Amy Fuller provided the most recent revenue and expense report. She also reported that the pest company had completed their work at Comstock Cabin.

#### PUBLIC COMMENT PERIOD

None.

#### COMMISSIONER COMMENTS

Amy Fuller shared that she will be reviewing the Castle Docent job description would like to hire an additional docent to help cover the weekends and an occasional week day shift. This will allow for the head docent to take time off when needed.

NEXT MEETING: Monday, March 11, 2024

#### **ADJOURNMENT**

Commissioner Osika moved to adjourn the meeting. Commissioner Hooper supported. The voice vote was unanimous to adjourn the meeting at 7:03 P.M.

Respectfully submitted by: Amy Fuller, Assistant City Manager